



**AGENDA
CITY OF EL CENTRO
CITY COUNCIL
TUESDAY, DECEMBER 16, 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 or call 760-337-4515 by December 16, 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=86313892754>

Optional dial-in number: (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.

The 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

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 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)(1) — Carter v. City of El Centro.

CLOSED SESSION PURSUANT TO GOVT. CODE SECTION 54956.9(b)(4) — Possible litigation by the City - 3 cases.

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

5:30 OPEN SESSION

ALL TIMES ARE APPROXIMATE AND MAY VARY:

CALL TO ORDER:

ROLL CALL BY CITY CLERK:

INVOCATION:

PLEDGE OF ALLEGIANCE:

CITY ATTORNEY REPORT ON CLOSED SESSION:

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.

REORGANIZATION OF THE CITY COUNCIL:

1. City Clerk opens nominations for Mayor.
2. Elected Mayor assumes the chair and opens nominations for Mayor Pro-Tem.

PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR:

3. Certificates of Recognition — Central Union High School Football Team.

CONSENT AGENDA (ITEMS 4 - 17):

4. Approve Warrant Registers for the Month of November 2025
5. Approve Payroll Registers for the month of November 2025.
6. Approval of the Treasurer's Report for the month of November 2025.
7. Approval of City Council Minutes of December 1, 2025, December 2, 2025, and December 8, 2025.
8. 2nd Reading and Adoption of Ordinance No. 25-11, AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ANNUAL RENEWAL OF ORDINANCE NO. 22-06 REGARDING THE CONTINUING USE OF ANNUAL MILITARY EQUIPMENT PURSUANT TO THE POLICY OF THE EL CENTRO POLICE DEPARTMENT, waive reading and adopt by title only.
9. 2nd Reading and Adoption of Ordinance No. 25-12, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AMENDING CHAPTER 24 AND CHAPTER 29 OF THE EL CENTRO MUNICIPAL CODE REGARDING SINGLE FAMILY RESIDENTIAL DEVELOPMENT STANDARDS, waive reading and adopt by title only.
10. 2nd Reading and Adoption of Ordinance No. 25-13, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA DEFINING AND RESTRICTING THE USE OF PUBLIC STREETS MEDIANS, waive reading and adopt by title only.
11. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DYNAMIC CONSULTING ENGINEERS, INC. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.
12. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO CONDITIONALLY ACCEPTING OF OFF-SITE IMPROVEMENTS FOR LOTUS RANCH SUBDIVISIONS – UNIT B1 & UNIT B2.
13. Imperial Avenue Traffic Signal Synchronization - CML-5169 (058) — Approval of Plans and Specifications.
14. Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A CONSULTING AGREEMENT WITH HARRIS AND ASSOCIATES FOR THE NOISE, OPEN SPACE/RECREATION, AND SAFETY ELEMENT UPDATE.
15. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NICKLAUS ENGINEERING, INC. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.

16. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE HOLT GROUP, INC. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.
17. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC., FOR ON-CALL CIVIL ENGINEERING- WATER AND WASTEWATER TREATMENT SERVICES.

PUBLIC HEARING:

18. Public hearing to consider the decision of the Planning Commission denying Zoning Variance No. 25-01 for a six-foot-high wall at the northwest corner of 2779 W. Main Street
Presentation: Angel Hernandez, Community Development Director
Recommendation:
Approve the decision of the Planning Commission denying Zoning Variance No. 25-01 for a six-foot-high wall at the northwest corner of 2779 W. Main Street

NEW BUSINESS:

19. Funding Authorization for Fire Engine Purchase.
Presentation: Joseph Bernal, Fire Chief
Recommendation:
Staff recommends that the full funding authorization of \$1.4 million be allocated from Measure P, as the purchase aligns with the measure's purpose of supporting major capital needs and public safety infrastructure.
20. Discussion and Necessary action regarding Adding Chapter 16, Article I, Section 16-61 to El Centro City Code to Provide a Special Event Business License for Certain Vendors Associated with Events.
Presentation: Elizabeth Fuchen, Finance Director
Recommendation:
Introduce and Approve Ordinance No. 25- , AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ADDING CHAPTER 16, ARTICLE I, SECTION 16-61 TO THE EL CENTRO CITY CODE PROVIDING FOR A SPECIAL EVENT BUSINESS LICENSE FOR CERTAIN VENDORS ASSOCIATED WITH EVENTS WITHIN THE CITY, waive reading and approve as first reading and authorize the City Clerk to place on the next agenda for second reading.
21. Discussion and Related Action Regarding Change Order #1 for Frazier Field Improvements in the Amount of \$93,342.69.
Presentation: Adriana Nava, Community Services Director
Recommendation:
Approve Change Order No. 1 in the amount of \$93,342.69 for the Frazier Field

Improvements Project.

22. Bus Shelter Design Update.

Presentation: Abraham Campos, Public Works Director/City Engineer

Recommendation:

Provide further direction to staff

LEGISLATIVE ACTION:

INFORMATIONAL ITEMS:

- 23. Received and referred to Community Development Department for Alcoholic Beverage License — Kasha Family LLC, El Sol Market 2299 W Adams Ave STE 114 El Centro, CA 92243-9445
- 24. Received and referred to Community Development Department Application for Alcoholic Beverage License- Sara Baragan, El Menudazo 548 Broadway Ave STE C El Centro, CA 92243-5135

TASK FORCE REPORTS AND MAYOR/CONFERENCE REPORTS - 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 arrangements 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 # 2025-414)

Item: 1.

Meeting: 12/16/2025 3:30 PM

Department: City Clerk

Category: Action Item

Prepared by: Norma Wyles, City Clerk

Department Head: Norma Wyles

DOC ID: 2025-414

City Clerk opens nominations for Mayor.

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 # 2025-415)

Item: 2.

Meeting: 12/16/2025 3:30 PM

Department: City Clerk

Category: Action Item

Prepared by: Norma Wyles, City Clerk

Department Head: Norma Wyles

DOC ID: 2025-415

Elected Mayor assumes the chair and opens nominations for Mayor Pro-Tem.

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 # 2025-409)

Item: 3.

Meeting: 12/16/2025 3:30 PM

Department: City Manager

Category: Presentation

Prepared by: Cindy De Zilwa,
Management Assistant

Department Head:

DOC ID: 2025-409

Certificates of Recognition — Central Union High School Football Team.

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 # 2025-423)

Item: 4.

Meeting: 12/16/2025 3:30 PM

Department: Finance

Category: Informational Items

Prepared by: Esmeralda Nunez,
Accounting Assistant

Department Head:

DOC ID: 2025-423

Approve Warrant Registers for the Month of November 2025

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. November 2025

CITY OF EL CENTRO

PAID INVOICES REPORT

WARRANT: 110725

TO FISCAL 2026/01 11/07/2025 TO 11/28/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
10201 ABC FIRE INC.	216838	09/09/25		22602296	102308	P	11/07/25	60496400 610121	DUES & SUBSCRIPTIONS	1,223.02
	INVOICE: 000522									
VENDOR TOTALS				.00	YTD INVOICED			1,223.02	YTD PAID	1,223.02
9324 ACE HARDWARE CORPORATION	216839	10/21/25		22600764	102309	P	11/07/25	10123010 630101	BUILDING MAINT.	36.79
	INVOICE: J18129									
	216840	10/22/25		22600764	102309	P	11/07/25	10123010 630101	BUILDING MAINT.	8.50
	INVOICE: J18584									
	216842	09/25/25		22602186	102309	P	11/07/25	10151010 620130	MAINTENANCE SUPPLIES	160.83
	INVOICE: J08649									
	216843	09/25/25		22602186	102309	P	11/07/25	10151010 620130	MAINTENANCE SUPPLIES	31.27
	INVOICE: J08711									
	216844	09/26/25		22602186	102309	P	11/07/25	10151010 630115	OUTSIDE MAINTENANCE	43.44
	INVOICE: J08860									
	216845	09/30/25		22602186	102309	P	11/07/25	10151010 620130	MAINTENANCE SUPPLIES	225.67
	INVOICE: J10226									
	216846	09/30/25		22602186	102309	P	11/07/25	10151010 630108	FIELD/SHOP EQUIP. MAINT.	119.06
	INVOICE: J10201									
	216847	10/01/25		22602186	102309	P	11/07/25	10151010 620131	PAINTING SUPPLIES	44.54
	INVOICE: J10493									
	216847	10/01/25		22602186	102309	P	11/07/25	10151010 630108	FIELD/SHOP EQUIP. MAINT.	75.41
	INVOICE: J10493									
	216848	10/02/25		22602186	102309	P	11/07/25	10151010 620140	SMALL TOOLS	97.40
	INVOICE: J10873									
	216849	10/02/25		22602186	102309	P	11/07/25	10151010 620130	MAINTENANCE SUPPLIES	51.94
	INVOICE: J11104									
	216850	10/03/25		22602186	102309	P	11/07/25	10151010 610129	OTHER EXPENSE	10.75
	INVOICE: J11383									
	216850	10/03/25		22602186	102309	P	11/07/25	10151010 620108	FLARES-BATTERIES-FILM	20.61
	INVOICE: J11383									
	216851	10/06/25		22602186	102309	P	11/07/25	10151010 620108	FLARES-BATTERIES-FILM	18.31
	INVOICE: J12307									
	216851	10/06/25		22602186	102309	P	11/07/25	10151010 620130	MAINTENANCE SUPPLIES	23.86
	INVOICE: J12307									
	216852	10/07/25		22602186	102309	P	11/07/25	10151010 620140	SMALL TOOLS	235.10
	INVOICE: J12812									
	216853	10/09/25		22602186	102309	P	11/07/25	10151010 620108	FLARES-BATTERIES-FILM	18.57
	INVOICE: J13593									
	216853	10/09/25		22602186	102309	P	11/07/25	10151010 620112	PROTECTIVE CLOTHING	39.86
	INVOICE: J13593									
	216854	10/09/25		22602186	102309	P	11/07/25	10151010 620130	MAINTENANCE SUPPLIES	6.48
	INVOICE: J13629									
	216855	10/07/25		22602359	102309	P	11/07/25	10151010 630108	FIELD/SHOP EQUIP. MAINT.	173.19
	INVOICE: J12714									
	216856	10/09/25		22602359	102309	P	11/07/25	10151010 620131	PAINTING SUPPLIES	74.00
	INVOICE: J13607									
	216857	10/14/25		22602359	102309	P	11/07/25	10151010 620131	PAINTING SUPPLIES	296.00
	INVOICE: J15367									

PAID INVOICES REPORT

WARRANT: 110725

TO FISCAL 2026/01 11/07/2025 TO 11/28/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	216858	10/14/25		22602359	102309	P	11/07/25	10151010 630101	BUILDING MAINT.	4.32
	INVOICE: J15421									
	216859	10/14/25		22602359	102309	P	11/07/25	10151010 620128	JANITORIAL SUPPLIES	23.68
	INVOICE: J15402									
	216859	10/14/25		22602359	102309	P	11/07/25	10151010 620130	MAINTENANCE SUPPLIES	47.27
	INVOICE: J15402									
	216860	10/16/25		22602359	102309	P	11/07/25	10151010 620131	PAINTING SUPPLIES	110.14
	INVOICE: J16373									
	216861	10/17/25		22602359	102309	P	11/07/25	10151010 620131	PAINTING SUPPLIES	51.88
	INVOICE: J16522									
	VENDOR TOTALS			5,660.99	YTD INVOICED			5,038.34	YTD PAID	2,048.87
3933	ACME SAFETY & SUPPLY CO.									
	216862	09/03/25		22602386	102310	P	11/07/25	10132010 620120	STREET CONSTRUCTION	121.51
	INVOICE: 170763-00									
	216863	09/09/25		22602386	102310	P	11/07/25	10132010 620119	TRAFFIC PAINT	60.35
	INVOICE: 170828-00									
	VENDOR TOTALS			.00	YTD INVOICED			1,177.76	YTD PAID	181.86
6143	ADVANCE SERVICE INC.									
	216864	10/01/25		22602358	102311	P	11/07/25	10151010 610113	PROFESSIONAL FEES (O)	23,678.00
	INVOICE: 44235									
	216865	09/01/25		22602365	102311	P	11/07/25	10151010 610113	PROFESSIONAL FEES (O)	23,678.00
	INVOICE: 44103									
	VENDOR TOTALS			25,978.00	YTD INVOICED			101,437.00	YTD PAID	47,356.00
9296	HEALTH & HUMAN RESOURCE CENTER, INC.									
	217027	11/03/25		22602540	102312	P	11/07/25	60396300 640106	EAP EXPENSE	504.79
	INVOICE: 217027									
	VENDOR TOTALS			587.73	YTD INVOICED			504.79	YTD PAID	504.79
6205	AGGREGATE PRODUCTS, INC.									
	216866	08/19/25		22602383	102313	P	11/07/25	10132010 620120	STREET CONSTRUCTION	1,218.17
	INVOICE: 60381									
	216866	08/19/25		22602383	102313	P	11/07/25	50195100 620132	CONSTRUCTION MATERIAL	1,218.17
	INVOICE: 60381									
	216866	08/19/25		22602383	102313	P	11/07/25	50295200 620132	CONSTRUCTION MATERIAL	1,218.17
	INVOICE: 60381									
	216867	09/26/25		22602383	102313	P	11/07/25	10132010 620120	STREET CONSTRUCTION	1,225.87
	INVOICE: 60581									
	216867	09/26/25		22602383	102313	P	11/07/25	50195100 620132	CONSTRUCTION MATERIAL	1,225.87
	INVOICE: 60581									
	216867	09/26/25		22602383	102313	P	11/07/25	50295200 620132	CONSTRUCTION MATERIAL	1,225.87
	INVOICE: 60581									
	VENDOR TOTALS			.00	YTD INVOICED			7,332.12	YTD PAID	7,332.12

PAID INVOICES REPORT

WARRANT: 110725

TO FISCAL 2026/01 11/07/2025 TO 11/28/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
4287 AIRGAS USA, LLC	216868	09/24/25		22602408	102314	P	11/07/25	60496400 620127	OTHER SUPPLIES	117.72
	INVOICE:	9165178962								
VENDOR TOTALS				.00	YTD INVOICED			117.72	YTD PAID	117.72
10007 AMAZON CAPITAL SERVICES, INC.	216869	10/20/25		22602192	102315	P	11/07/25	10162010 610129	OTHER EXPENSE	194.36
	INVOICE:	1QVJ-7944-79W1								
	216870	10/08/25		22602334	102315	P	11/07/25	10152110 620101	OFFICE SUPPLIES	57.78
	INVOICE:	1QQ4-DJL7-H1MG								
	216870	10/08/25		22602334	102315	P	11/07/25	10152110 620130	MAINTENANCE SUPPLIES	22.27
	INVOICE:	1QQ4-DJL7-H1MG								
VENDOR TOTALS				15,879.49	YTD INVOICED			4,233.84	YTD PAID	274.41
196 AMERICAN FAMILY LIFE INS.	217028	11/01/25		22602545	102316	P	11/07/25	101 201211	ACCIDENTAL DEATH	1,702.84
	INVOICE:	675730								
	217028	11/01/25		22602545	102316	P	11/07/25	101 201212	ICU	120.88
	INVOICE:	675730								
	217028	11/01/25		22602545	102316	P	11/07/25	101 201214	CANCER INSURANCE	2,363.60
	INVOICE:	675730								
	217028	11/01/25		22602545	102316	P	11/07/25	101 201216	DISABILITY INSURANCE	1,444.80
	INVOICE:	675730								
	217028	11/01/25		22602545	102316	P	11/07/25	101 201217	OTHER PAYROLL DEDUCTIONS	595.26
	INVOICE:	675730								
VENDOR TOTALS				6,777.76	YTD INVOICED			6,227.38	YTD PAID	6,227.38
9525 AUTO SHOP	216871	10/22/25		22602421	102317	P	11/07/25	10141010 610129	OTHER EXPENSE	35.00
	INVOICE:	018728								
VENDOR TOTALS				.00	YTD INVOICED			35.00	YTD PAID	35.00
4170 AUTOZONE, INC.	216872	09/23/25		22602304	102318	P	11/07/25	60496400 630114	PARTS	467.97
	INVOICE:	2803927007								
	216873	09/24/25		22602304	102318	P	11/07/25	60496400 630113	TIRES & BATTERIES	738.65
	INVOICE:	2803927969								
	216874	10/06/25		22602380	102318	P	11/07/25	60496400 630114	PARTS	89.19
	INVOICE:	3362375169								
	216875	10/06/25		22602380	102318	P	11/07/25	60496400 630114	PARTS	85.73
	INVOICE:	2803943515								
	216876	10/06/25		22602380	102318	P	11/07/25	60496400 630114	PARTS	371.78
	INVOICE:	2803943514								
	216877	10/06/25		22602380	102318	P	11/07/25	60496400 630114	PARTS	270.52
	INVOICE:	2803943882								
	216878	10/06/25		22602380	102318	P	11/07/25	60496400 630114	PARTS	155.51
	INVOICE:	2803943877								

CITY OF EL CENTRO

PAID INVOICES REPORT

WARRANT: 110725

TO FISCAL 2026/01 11/07/2025 TO 11/28/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	216879	10/07/25		22602380	102318	P	11/07/25	60496400 630114	PARTS	5.45
	INVOICE: 2803945235									
	216880	10/07/25		22602380	102318	P	11/07/25	60496400 630114	PARTS	219.64
	INVOICE: 3362376126									
	216881	10/08/25		22602380	102318	P	11/07/25	60496400 630114	PARTS	49.04
	INVOICE: 2803946705									
	216882	10/08/25		22602380	102318	P	11/07/25	60496400 630113	TIRES & BATTERIES	192.51
	INVOICE: 2803946193									
	216883	10/08/25		22602380	102318	P	11/07/25	60496400 630114	PARTS	219.64
	INVOICE: 2803946180									
	216884	10/09/25		22602380	102318	P	11/07/25	60496400 630114	PARTS	129.90
	INVOICE: 2803947504									
	216885	10/09/25		22602380	102318	P	11/07/25	60496400 620140	SMALL TOOLS	194.84
	INVOICE: 2803947528									
	216886	10/09/25		22602380	102318	P	11/07/25	60496400 630114	PARTS	120.35
	INVOICE: 2803947510									
	216887	10/09/25		22602380	102318	P	11/07/25	60496400 630114	PARTS	387.52
	INVOICE: 2803947985									
	216888	10/13/25		22602380	102318	P	11/07/25	60496400 630114	PARTS	405.93
	INVOICE: 2803952725									
	216889	10/07/25			102318	P	11/07/25	60496400 630114	PARTS	-5.45
	INVOICE: 2803945244									
	216890	10/06/25			102318	P	11/07/25	60496400 630114	PARTS	-187.61
	INVOICE: 2803943666									
VENDOR TOTALS				2,724.51	YTD INVOICED			6,084.71	YTD PAID	3,911.11
4922 BAKER & TAYLOR										
	216891	10/09/25		22602336	102319	P	11/07/25	10153010 610107	BOOKS & PERIODICALS	40.63
	INVOICE: 2039290302									
	216892	10/09/25		22602336	102319	P	11/07/25	10153010 610107	BOOKS & PERIODICALS	61.20
	INVOICE: 2039290303									
VENDOR TOTALS				1,777.09	YTD INVOICED			101.83	YTD PAID	101.83
9647 BENEFIT COORDINATORS CORP.										
	217029	11/03/25		22602547	102320	P	11/07/25	60396300 640105	VISION CLAIMS	2,542.50
	INVOICE: B0KVSQ									
	217030	11/01/25		22602548	102320	P	11/07/25	60396300 640104	MEDICAL CLAIMS	357,774.75
	INVOICE: B0KM3N									
	217030	11/01/25		22602548	102320	P	11/07/25	60396300 640105	VISION CLAIMS	180.70
	INVOICE: B0KM3N									
	217056	11/04/25		22602605	102320	P	11/07/25	60396300 640104	MEDICAL CLAIMS	10,323.86
	INVOICE: B0KVWB									
VENDOR TOTALS				368,153.91	YTD INVOICED			370,821.81	YTD PAID	370,821.81
9851 BLU BULK DELIVERY										
	216893	05/19/25		22602283	102321	P	11/07/25	10132010 610113	PROFESSIONAL FEES (O)	8.96
	INVOICE: 2664350									
	216893	05/19/25		22602283	102321	P	11/07/25	50195100 610113	PROFESSIONAL FEES (O)	8.96

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INVOICE:	2664350									
216893	05/19/25			22602283	102321	P	11/07/25	50295200 610113	PROFESSIONAL FEES (O)	8.96
INVOICE:	2664350									
216893	05/19/25			22602283	102321	P	11/07/25	60496400 610113	PROFESSIONAL FEES (O)	8.97
INVOICE:	2664350									
216894	05/31/25			22602283	102321	P	11/07/25	10132010 610113	PROFESSIONAL FEES (O)	1.25
INVOICE:	2666481									
216894	05/31/25			22602283	102321	P	11/07/25	50195100 610113	PROFESSIONAL FEES (O)	1.25
INVOICE:	2666481									
216894	05/31/25			22602283	102321	P	11/07/25	50295200 610113	PROFESSIONAL FEES (O)	1.25
INVOICE:	2666481									
216894	05/31/25			22602283	102321	P	11/07/25	60496400 610113	PROFESSIONAL FEES (O)	1.25
INVOICE:	2666481									
216895	05/08/25			22602283	102321	P	11/07/25	10132010 610113	PROFESSIONAL FEES (O)	9.94
INVOICE:	2663033									
216895	05/08/25			22602283	102321	P	11/07/25	50195100 610113	PROFESSIONAL FEES (O)	9.94
INVOICE:	2663033									
216895	05/08/25			22602283	102321	P	11/07/25	50295200 610113	PROFESSIONAL FEES (O)	9.94
INVOICE:	2663033									
216895	05/08/25			22602283	102321	P	11/07/25	60496400 610113	PROFESSIONAL FEES (O)	9.93
INVOICE:	2663033									
216896	08/05/25			22602283	102321	P	11/07/25	10132010 610113	PROFESSIONAL FEES (O)	10.75
INVOICE:	2676836									
216896	08/05/25			22602283	102321	P	11/07/25	50195100 610113	PROFESSIONAL FEES (O)	10.75
INVOICE:	2676836									
216896	08/05/25			22602283	102321	P	11/07/25	50295200 610113	PROFESSIONAL FEES (O)	10.75
INVOICE:	2676836									
216896	08/05/25			22602283	102321	P	11/07/25	60496400 610113	PROFESSIONAL FEES (O)	10.75
INVOICE:	2676836									
216897	08/13/25			22602283	102321	P	11/07/25	10132010 610113	PROFESSIONAL FEES (O)	7.50
INVOICE:	2677577									
216897	08/13/25			22602283	102321	P	11/07/25	50195100 610113	PROFESSIONAL FEES (O)	7.50
INVOICE:	2677577									
216897	08/13/25			22602283	102321	P	11/07/25	50295200 610113	PROFESSIONAL FEES (O)	7.50
INVOICE:	2677577									
216897	08/13/25			22602283	102321	P	11/07/25	60496400 610113	PROFESSIONAL FEES (O)	7.50
INVOICE:	2677577									
216898	08/31/25			22602283	102321	P	11/07/25	10132010 610113	PROFESSIONAL FEES (O)	1.25
INVOICE:	2680076									
216898	08/31/25			22602283	102321	P	11/07/25	50195100 610113	PROFESSIONAL FEES (O)	1.25
INVOICE:	2680076									
216898	08/31/25			22602283	102321	P	11/07/25	50295200 610113	PROFESSIONAL FEES (O)	1.25
INVOICE:	2680076									
216898	08/31/25			22602283	102321	P	11/07/25	60496400 610113	PROFESSIONAL FEES (O)	1.25
INVOICE:	2680076									
VENDOR TOTALS				187.20	YTD INVOICED			158.60	YTD PAID	158.60
8328 CALIFORNIA DIESEL COMPLIANCE, INC.										
216899	09/30/25			22602300	102322	P	11/07/25	60496400 610121	DUES & SUBSCRIPTIONS	500.00
INVOICE:	25-1269									

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VENDOR TOTALS		1,375.00 YTD INVOICED			500.00 YTD PAID			500.00		
10638 ADRIAN CARDENAS	217053	10/16/25		22602486	102323	P	11/07/25	10123050 610123	TRAINING	107.41
INVOICE: 417506224										
VENDOR TOTALS		.00 YTD INVOICED			579.41 YTD PAID			107.41		
9848 SONIA CARTER	216900	10/14/25		22602163	102324	P	11/07/25	10111010 610109	MEETING AND TRAVEL	362.42
INVOICE: 216900										
VENDOR TOTALS		488.75 YTD INVOICED			362.42 YTD PAID			362.42		
6050 CHARTER COMMUNICATIONS	216901	10/14/25		22602401	102325	P	11/07/25	20434060 610113	PROFESSIONAL FEES/OTHER	139.99
INVOICE: 189473901101425										
216902		10/01/25		22602182	102325	P	11/07/25	10152030 610113	PROFESSIONAL FEES/OTHER	150.00
INVOICE: 254950101100125										
216903		09/14/25		22602193	102325	P	11/07/25	10152050 610113	PROFESSIONAL FEES (O)	129.51
INVOICE: 189471901091425										
VENDOR TOTALS		2,708.71 YTD INVOICED			419.50 YTD PAID			419.50		
6403 ADRIAN CHILPA	216904	09/23/25		22601743	102326	P	11/07/25	10121050 610123	TRAINING	307.50
INVOICE: 216904										
VENDOR TOTALS		307.50 YTD INVOICED			307.50 YTD PAID			307.50		
10630 CHOLLA CONSTRUCTION	216905	10/22/25		22602419	102327	P	11/07/25	50295210 710106	OTHER REAL PROPERTY	93,869.50
INVOICE: 1										
VENDOR TOTALS		.00 YTD INVOICED			93,869.50 YTD PAID			93,869.50		
69 CONTROL PARTS & ELECTRICAL SUPPLIES, INC.	216906	07/11/25		22602277	102328	P	11/07/25	10132010 620126	TRAFFIC SIGNALS	34.48
INVOICE: 202508559										
VENDOR TOTALS		11,746.75 YTD INVOICED			2,330.78 YTD PAID			34.48		
6113 CORE & MAIN LP	216907	08/21/25		22602282	102329	P	11/07/25	50195100 620139	PIPE FITTINGS	627.27
INVOICE: X585934										
216908		08/21/25		22602282	102329	P	11/07/25	50195100 620139	PIPE FITTINGS	2,095.49
INVOICE: X452641										
216909		08/21/25		22602282	102329	P	11/07/25	50195100 620139	PIPE FITTINGS	2,354.44
INVOICE: X407184										

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VENDOR TOTALS		6,841.74 YTD INVOICED			15,223.40 YTD PAID			5,077.20		
10479 ERIC CORREA	217055	11/03/25		22602510	102330	P	11/07/25	10123050 610123	TRAINING	393.50
INVOICE: 217055										
VENDOR TOTALS		.00 YTD INVOICED			393.50 YTD PAID			393.50		
2780 D-MAX ENGINEERING, INC	216910	10/22/25		22602418	102331	P	11/07/25	50295250 610113	PROFESSIONAL FEES/OTHER	4,196.75
INVOICE: 9510										
VENDOR TOTALS		.00 YTD INVOICED			4,196.75 YTD PAID			4,196.75		
8103 DAMMARELL INDUSTRIES	216911	09/08/25		22602309	102332	P	11/07/25	10132010 630115	OUTSIDE MAINTENANCE	1,000.00
INVOICE: 3150										
216911	09/08/25			22602309	102332	P	11/07/25	20132040 730102	TRUCKS	82.50
INVOICE: 3150										
VENDOR TOTALS		.00 YTD INVOICED			1,082.50 YTD PAID			1,082.50		
1871 DANIELS TIRE SERVICE, INC.	216912	07/21/25		22602406	102333	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE	547.91
INVOICE: 227071453										
216913	09/18/25			22602406	102333	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE	175.95
INVOICE: 227072727										
216914	10/06/25			22602406	102333	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE	430.10
INVOICE: 227073050										
216915	10/07/25			22602406	102333	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE	751.42
INVOICE: 227073076										
216916	10/07/25			22602406	102333	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE	790.39
INVOICE: 227073079										
216917	10/13/25			22602406	102333	P	11/07/25	60496400 630113	TIRES & BATTERIES	802.76
INVOICE: 227073222										
216918	08/14/25			22602305	102333	P	11/07/25	60496400 630113	TIRES & BATTERIES	26.35
INVOICE: 227072010										
216919	08/14/25			22602305	102333	P	11/07/25	60496400 630113	TIRES & BATTERIES	26.35
INVOICE: 227072014										
216920	09/23/25			22602305	102333	P	11/07/25	60496400 630113	TIRES & BATTERIES	26.35
INVOICE: 227072832										
216921	09/23/25			22602305	102333	P	11/07/25	60496400 630113	TIRES & BATTERIES	578.22
INVOICE: 227072799										
216922	09/23/25			22602305	102333	P	11/07/25	60496400 630113	TIRES & BATTERIES	26.35
INVOICE: 227072803										
216923	09/23/25			22602305	102333	P	11/07/25	60496400 630113	TIRES & BATTERIES	336.19
INVOICE: 227072801										
216924	09/25/25			22602305	102333	P	11/07/25	60496400 630113	TIRES & BATTERIES	790.39
INVOICE: 227072873										
216925	09/25/25			22602305	102333	P	11/07/25	60496400 630113	TIRES & BATTERIES	790.39

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INVOICE: 227072869										
VENDOR TOTALS		3,627.10 YTD INVOICED			10,134.51 YTD PAID			6,099.12		
1847 DOGWOOD AUTO BODY, INC.	216926	07/31/25		22602323	102334	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE	1,348.73
INVOICE: 9853										
216927	08/26/25		22602323	102334	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE		4,590.56
INVOICE: 9884										
216928	08/27/25		22602323	102334	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE		1,010.94
INVOICE: 9890										
216929	09/26/25		22602323	102334	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE		4,479.36
INVOICE: 9923										
VENDOR TOTALS		.00 YTD INVOICED			11,429.59 YTD PAID			11,429.59		
6284 DUDEK	216930	10/16/25		22602405	102335	P	11/07/25	21461230 610113	PROFESSIONAL FEES/OTHER	138,556.30
INVOICE: 202508420										
VENDOR TOTALS		49,630.40 YTD INVOICED			138,556.30 YTD PAID			138,556.30		
7745 EFR ENVIROMENTAL SERVICE, INC.	216977	10/06/25		22602375	102336	P	11/07/25	60496400 610121	DUES & SUBSCRIPTIONS	782.10
INVOICE: 94270-25										
VENDOR TOTALS		.00 YTD INVOICED			782.10 YTD PAID			782.10		
102 EL CENTRO MOTORS	216933	09/30/25		22602301	102337	P	11/07/25	60496400 630114	PARTS	472.46
INVOICE: 5241683										
VENDOR TOTALS		348.64 YTD INVOICED			1,350.25 YTD PAID			472.46		
245 EMPIRE SOUTHWEST	216934	09/23/25		22602307	102338	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE	117.18
INVOICE: EMWK4091124										
VENDOR TOTALS		1,545.30 YTD INVOICED			4,095.03 YTD PAID			117.18		
247 FEDEX	216978	09/05/25		22602032	102339	P	11/07/25	50195110 620137	LAB TESTS & SUPPLIES	107.75
INVOICE: 8-981-19233										
216979	09/26/25		22602032	102339	P	11/07/25	50195110 620137	LAB TESTS & SUPPLIES		153.97
INVOICE: 9-007-22000										
VENDOR TOTALS		1,532.34 YTD INVOICED			647.10 YTD PAID			261.72		
4462 FERGUSON ENTERPRISES, INC.	216935	09/09/25		22602293	102340	P	11/07/25	50195100 620139	PIPE FITTINGS	1,020.15
INVOICE: 5597615-1										

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	216936	09/09/25		22602293	102340	P	11/07/25	50195100 620139	PIPE FITTINGS	1,705.57
	INVOICE: 5619180									
	216937	09/09/25		22602293	102340	P	11/07/25	50195100 620139	PIPE FITTINGS	8,865.11
	INVOICE: 5634052									
VENDOR TOTALS				35,119.99	YTD INVOICED			11,727.56	YTD PAID	11,590.83
10607	FIRST ARRIVING IO, INC.									
	216938	09/26/25		22602025	102341	P	11/07/25	10123010 750001	CAPITAL OUTLAY MISCELLANE	3,675.00
	INVOICE: 6089									
VENDOR TOTALS				.00	YTD INVOICED			3,675.00	YTD PAID	3,675.00
10016	DAVID ALAN GALINDO									
	216939	10/16/25		22602225	102342	P	11/07/25	29951010 610135	SPECIAL EVENTS	450.00
	INVOICE: 216939									
VENDOR TOTALS				.00	YTD INVOICED			450.00	YTD PAID	450.00
2487	DANIEL GARCIA									
	217054	08/22/25		22602512	102343	P	11/07/25	10123040 610113	PROFESSIONAL FEES/OTHER	250.00
	INVOICE: 881300									
VENDOR TOTALS				.00	YTD INVOICED			250.00	YTD PAID	250.00
125	HAAKER EQUIPMENT CO									
	216940	09/12/25		22601647	102344	P	11/07/25	60496400 630114	PARTS	2,007.27
	INVOICE: INV16505									
VENDOR TOTALS				12,462.65	YTD INVOICED			2,007.27	YTD PAID	2,007.27
8245	I DO EVENTS									
	216941	11/03/25		22602366	102345	P	11/07/25	10111010 610110	MAYOR'S EXPENSE	1,840.00
	INVOICE: 1676									
VENDOR TOTALS				.00	YTD INVOICED			3,680.00	YTD PAID	1,840.00
146	IMPERIAL PRINTERS									
	216942	09/25/25		22602377	102346	P	11/07/25	60496400 620103	PRINTING	250.85
	INVOICE: 25-2993									
	216943	09/18/25		22602218	102346	P	11/07/25	10152040 620103	PRINTING	194.68
	INVOICE: 25-2689									
VENDOR TOTALS				2,697.60	YTD INVOICED			2,457.33	YTD PAID	445.53
9814	IMPERIAL VALLEY CHEVROLET BUICK GMC CADILLAC									
	216944	10/01/25		22602013	102347	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE	129.95
	INVOICE: 214309GM									
	216945	08/28/25		22602013	102347	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE	866.71
	INVOICE: 211732GM									
	216946	10/16/25			102347	P	11/07/25	60496400 630114	PARTS	-64.81

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INVOICE:	CM720421GM									
216947	10/16/25			22602391	102347	P	11/07/25	60496400 630114	PARTS	58.99
INVOICE:	720473GM									
216948	10/16/25			22602391	102347	P	11/07/25	60496400 630114	PARTS	72.90
INVOICE:	720421GM									
216949	10/16/25				102347	P	11/07/25	60496400 630114	PARTS	-125.00
INVOICE:	CN720274GM									
VENDOR TOTALS				1,433.34	YTD INVOICED			3,538.03	YTD PAID	938.74
8378 IMPERIAL VALLEY OCCUPATIONAL MEDICINE										
216950	10/29/25			22602430	102348	P	11/07/25	10113010 610122	RECRUITING	490.00
INVOICE:	4985									
VENDOR TOTALS				1,993.44	YTD INVOICED			1,045.00	YTD PAID	490.00
607 IMPERIAL VALLEY PRESS										
216951	10/22/25			22602451	102349	P	11/07/25	10111020 610106	ADVERTISING	426.57
INVOICE:	526280									
216952	10/30/25			22602450	102349	P	11/07/25	10111020 610121	DUES & SUBSCRIPTIONS	203.88
INVOICE:	232856/FY2026									
216953	10/24/25			22602452	102349	P	11/07/25	10111020 610106	ADVERTISING	168.08
INVOICE:	526268									
216954	10/24/25			22602404	102349	P	11/07/25	10144010 610106	ADVERTISING	285.58
INVOICE:	525663									
VENDOR TOTALS				1,558.10	YTD INVOICED			2,405.85	YTD PAID	1,084.11
163 JIM REITER'S LOCKSMITH AND SAFE INC.										
216956	10/21/25			22602390	102350	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE	18.40
INVOICE:	279222									
216957	09/22/25			22602290	102350	P	11/07/25	60496400 630114	PARTS	10.83
INVOICE:	279033									
VENDOR TOTALS				.00	YTD INVOICED			229.17	YTD PAID	29.23
9727 JL GROUP, LLC										
216955	09/03/25			22602544	102351	P	11/07/25	10119010 610113	PROFESSIONAL FEES (O)	19,611.27
INVOICE:	090325									
VENDOR TOTALS				.00	YTD INVOICED			19,611.27	YTD PAID	19,611.27
4406 LABRUCHERIE IRRIGATION SUPPLY										
216958	10/07/25			22602361	102352	P	11/07/25	20434060 620130	MAINTENANCE SUPPLIES	54.21
INVOICE:	311645C									
216958	10/07/25			22602361	102352	P	11/07/25	20434060 710105	BUILDINGS	42.57
INVOICE:	311645C									
216959	10/08/25			22602361	102352	P	11/07/25	10151010 620140	SMALL TOOLS	63.51
INVOICE:	311759C									
216960	10/09/25			22602361	102352	P	11/07/25	10151010 620130	MAINTENANCE SUPPLIES	60.15
INVOICE:	311833C									

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216960		10/09/25		22602361	102352	P	11/07/25	10151010 630108	FIELD/SHOP EQUIP. MAINT.	23.01
INVOICE:	311833C									
216961		10/09/25		22602361	102352	P	11/07/25	10151010 620123	IRRIGATION & SPRINKLERS	34.58
INVOICE:	311897C									
216962		10/09/25		22602361	102352	P	11/07/25	10151010 620123	IRRIGATION & SPRINKLERS	43.55
INVOICE:	311829C									
216963		10/09/25		22602361	102352	P	11/07/25	10151010 620123	IRRIGATION & SPRINKLERS	85.85
INVOICE:	311847C									
216964		10/10/25		22602361	102352	P	11/07/25	20434060 620130	MAINTENANCE SUPPLIES	363.15
INVOICE:	311984C									
216965		10/10/25		22602361	102352	P	11/07/25	10151010 620130	MAINTENANCE SUPPLIES	76.08
INVOICE:	311948C									
216966		10/10/25		22602361	102352	P	11/07/25	10151010 620112	PROTECTIVE CLOTHING	23.52
INVOICE:	311925C									
216967		10/10/25		22602361	102352	P	11/07/25	10151010 620123	IRRIGATION & SPRINKLERS	97.04
INVOICE:	311983C									
216968		10/13/25		22602361	102352	P	11/07/25	10151010 620130	MAINTENANCE SUPPLIES	98.53
INVOICE:	312072C									
216969		10/15/25		22602361	102352	P	11/07/25	10151010 620123	IRRIGATION & SPRINKLERS	2,487.27
INVOICE:	312281C									
216970		10/16/25		22602361	102352	P	11/07/25	10151010 620123	IRRIGATION & SPRINKLERS	38.00
INVOICE:	312339C									
216972		10/14/25		22602388	102352	P	11/07/25	50195100 620139	PIPE FITTINGS	111.13
INVOICE:	312147C									
VENDOR TOTALS				10,125.00	YTD INVOICED			17,473.75	YTD PAID	3,702.15
2790	LANDMARK CONSULTANTS, INC.									
216973		10/14/25		22602397	102353	P	11/07/25	41221010 750004	POLICE STATION (PD)	5,560.00
INVOICE:	LE1125-16									
VENDOR TOTALS				7,200.00	YTD INVOICED			10,980.00	YTD PAID	5,560.00
265	LEE TIRE CO.									
216974		10/09/25		22602389	102354	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE	90.00
INVOICE:	408063									
216975		10/13/25		22602389	102354	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE	90.00
INVOICE:	408119									
216976		10/17/25		22602389	102354	P	11/07/25	60496400 630115	OUTSIDE MAINTENANCE	90.00
INVOICE:	408229									
VENDOR TOTALS				480.00	YTD INVOICED			360.00	YTD PAID	270.00
2493	MALLORY SAFETY & SUPPLY LLC									
216980		06/12/25		22602280	102355	P	11/07/25	10132010 620112	PROTECTIVE CLOTHING	209.95
INVOICE:	6185316									
VENDOR TOTALS				116.58	YTD INVOICED			209.95	YTD PAID	209.95
5632	OMAR MANDUJANO									
216983		09/25/25		22601780	102356	P	11/07/25	10121050 610123	TRAINING	307.50

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INVOICE: 216983										
VENDOR TOTALS		.00 YTD INVOICED			307.50 YTD PAID			307.50		
276 MCNEECE BROS. OIL CO. INC.										
216981	09/30/25	22602199	102357	P	11/07/25	10151010	630112	GASOLINE & OIL		3,678.68
INVOICE: 919910										
216981	09/30/25	22602199	102357	P	11/07/25	10152010	630112	GASOLINE & OIL		991.11
INVOICE: 919910										
216982	10/14/25	22602409	102357	P	11/07/25	60496400	630112	GASOLINE & OIL		1,396.00
INVOICE: 623490										
VENDOR TOTALS		13,684.08 YTD INVOICED			22,076.74 YTD PAID			6,065.79		
406 NATIONAL LEAGUE OF CITIES										
216985	10/09/25	22602449	102358	P	11/07/25	10111020	610121	DUES & SUBSCRIPTIONS		4,622.00
INVOICE: 195316										
VENDOR TOTALS		.00 YTD INVOICED			4,622.00 YTD PAID			4,622.00		
10637 NOBLEWINS, LLC										
216984	10/23/25	22602496	102359	P	11/07/25	26051090	710106	OTHER REAL PROPERTY		28,468.31
INVOICE: INV-2565										
VENDOR TOTALS		.00 YTD INVOICED			28,468.31 YTD PAID			28,468.31		
7057 O'REILLY AUTO PARTS										
216986	08/13/25	22602295	102360	P	11/07/25	60496400	630112	GASOLINE & OIL		190.36
INVOICE: 4340-157630										
216987	08/25/25	22601832	102360	P	11/07/25	60496400	630114	PARTS		506.61
INVOICE: 4340-159888										
216988	08/26/25	22601832	102360	P	11/07/25	60496400	630114	PARTS		82.25
INVOICE: 4340-160063										
216989	08/26/25	22601832	102360	P	11/07/25	60496400	630114	PARTS		22.71
INVOICE: 4340-160067										
216990	09/05/25	22601832	102360	P	11/07/25	60496400	630114	PARTS		501.13
INVOICE: 4340-162213										
216991	09/04/25		102360	P	11/07/25	60496400	630114	PARTS		-127.09
INVOICE: 4340-161959										
VENDOR TOTALS		156.72 YTD INVOICED			1,300.21 YTD PAID			1,175.97		
10608 CARLOS PADILLA										
216992	09/18/25	22601752	102361	P	11/07/25	10121010	620112	PROTECTIVE CLOTHING		91.96
INVOICE: 216992										
VENDOR TOTALS		.00 YTD INVOICED			91.96 YTD PAID			91.96		
8013 PADRE USA										
216993	10/20/25	22602333	102362	P	11/07/25	10152110	620128	JANITORIAL SUPPLIES		213.79
INVOICE: 16033185										

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	216994	08/04/25		22602221	102362	P	11/07/25	10152110 620128	JANITORIAL SUPPLIES	213.25
	INVOICE:	16032593								
	VENDOR TOTALS			3,521.76	YTD INVOICED			2,777.70	YTD PAID	427.04
4380	PITNEY BOWES	PURCHASE POWER		22602062	102363	P	11/07/25	10121010 620102	POSTAGE	7.00
	216995	09/19/25								
	INVOICE:	00898159/SEPT2025								
	VENDOR TOTALS			1,409.86	YTD INVOICED			7.00	YTD PAID	7.00
3121	PRO RECORD STORAGE & SHRED INC			22602387	102364	P	11/07/25	10132010 610113	PROFESSIONAL FEES (O)	6.53
	216996	09/01/25								
	INVOICE:	0032470								
	216996	09/01/25		22602387	102364	P	11/07/25	50195100 610113	PROFESSIONAL FEES (O)	6.53
	INVOICE:	0032470								
	216996	09/01/25		22602387	102364	P	11/07/25	50295200 610113	PROFESSIONAL FEES (O)	6.54
	INVOICE:	0032470								
	VENDOR TOTALS			881.65	YTD INVOICED			878.63	YTD PAID	19.60
293	QUILL CORPORATION			22602227	102365	P	11/07/25	10152040 620101	OFFICE SUPPLIES	57.88
	216997	10/14/25								
	INVOICE:	46175458								
	VENDOR TOTALS			986.53	YTD INVOICED			216.43	YTD PAID	57.88
3953	RDO EQUIPMENT CO.			22602299	102366	P	11/07/25	60496400 630114	PARTS	964.02
	216998	09/30/25								
	INVOICE:	P9189543								
	VENDOR TOTALS			.00	YTD INVOICED			964.02	YTD PAID	964.02
10621	RESTAURANT SUPPLY, LLC			22602065	102367	P	11/07/25	22121010 640124	CONTRIBUTIONS	7,052.99
	216999	10/22/25								
	INVOICE:	INV-681043								
	VENDOR TOTALS			.00	YTD INVOICED			7,052.99	YTD PAID	7,052.99
1693	RUSH STEEL SUPPLY INC.			22602278	102368	P	11/07/25	50195100 620140	SMALL TOOLS	89.31
	217000	07/03/25								
	INVOICE:	51175								
	VENDOR TOTALS			207.30	YTD INVOICED			89.31	YTD PAID	89.31
1656	SECURITAS SEC. SERV. USA, INC.			22602329	102369	P	11/07/25	29951010 610113	PROFESSIONAL FEES/OTHER	3,124.64
	217001	09/30/25								
	INVOICE:	12315995								
	VENDOR TOTALS			13,438.60	YTD INVOICED			8,672.20	YTD PAID	3,124.64

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330 SHERWIN WILLIAMS CO.										
217002		09/18/25		22602285	102370	P	11/07/25	10132010 620119	TRAFFIC PAINT	647.34
INVOICE: 1395-8										
217003		09/09/25		22602285	102370	P	11/07/25	10132010 620119	TRAFFIC PAINT	365.42
INVOICE: 1180-4										
217004		09/10/25		22602285	102370	P	11/07/25	10132010 620119	TRAFFIC PAINT	221.91
INVOICE: 3083-8										
VENDOR TOTALS				.00	YTD INVOICED			10,171.45	YTD PAID	1,234.67
213 SOUTHERN CALIFORNIA GAS CO										
217005		09/18/25		22602298	102371	P	11/07/25	60496400 610102	NATURAL GAS	20.63
INVOICE: 05162691009/SEPT2025										
217006		09/17/25		22602223	102371	P	11/07/25	10152050 610102	NATURAL GAS	24.78
INVOICE: 13132656284/SEPT2025										
217007		09/17/25		22602223	102371	P	11/07/25	10152020 610102	NATURAL GAS	123.16
INVOICE: 18592554002/SEPT2025										
VENDOR TOTALS				4,956.03	YTD INVOICED			4,661.93	YTD PAID	168.57
1460 BJORN STRUEBING										
217009		10/24/25		22602448	102372	P	11/07/25	10113040 610113	PROFESSIONAL FEES (O)	4,000.00
INVOICE: 0001250										
VENDOR TOTALS				14,000.00	YTD INVOICED			4,000.00	YTD PAID	4,000.00
3930 SUPERIOR RMC, LP										
217008		09/30/25		22602294	102373	P	11/07/25	10132010 620120	STREET CONSTRUCTION	1,736.67
INVOICE: 4662322										
217008		09/30/25		22602294	102373	P	11/07/25	50195100 620132	CONSTRUCTION MATERIAL	1,736.67
INVOICE: 4662322										
217008		09/30/25		22602294	102373	P	11/07/25	50295200 620132	CONSTRUCTION MATERIAL	1,736.66
INVOICE: 4662322										
VENDOR TOTALS				2,231.12	YTD INVOICED			5,210.00	YTD PAID	5,210.00
9352 T-MAN TRAFFIC SUPPLY										
217010		07/31/25		22602279	102374	P	11/07/25	10132010 620126	TRAFFIC SIGNALS	4,545.18
INVOICE: 17139										
VENDOR TOTALS				.00	YTD INVOICED			4,545.18	YTD PAID	4,545.18
4062 TERMINIX OF IMPERIAL VALLEY										
217011		10/03/25		22602219	102375	P	11/07/25	10152110 610113	PROFESSIONAL FEES/OTHER	51.84
INVOICE: 1160861										
217012		10/03/25		22602219	102375	P	11/07/25	10152040 610113	PROFESSIONAL FEES (O)	44.00
INVOICE: 1161114										
VENDOR TOTALS				417.12	YTD INVOICED			235.16	YTD PAID	95.84
8034 TIZNADO PALLETS & STORAGE CONTAINERS CO										

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	217013	10/17/25		22602400	102376	P	11/07/25	60496400 750001	CAPITAL OUTLAY MISCELLANE	3,245.69
	INVOICE: 23958									
	VENDOR TOTALS			.00	YTD INVOICED			3,245.69	YTD PAID	3,245.69
5518 TOM WATSON INC.	217014	10/24/25		22601892	102377	P	11/07/25	20532040 610113	PROFESSIONAL FEES/OTHER	9,481.15
	INVOICE: 20682									
	VENDOR TOTALS			.00	YTD INVOICED			9,481.15	YTD PAID	9,481.15
521 TYLER TECHNOLOGIES, INC.	217015	11/01/25		22602319	102378	P	11/07/25	50195160 610113	PROFESSIONAL FEES (O)	1,073.25
	INVOICE: 025-532659									
	217015	11/01/25		22602319	102378	P	11/07/25	50295280 610113	PROFESSIONAL FEES (O)	1,073.25
	INVOICE: 025-532659									
	217016	11/01/25		22602403	102378	P	11/07/25	10141010 610113	PROFESSIONAL FEES (O)	2,432.50
	INVOICE: 025-532659/PLN									
	217017	10/01/25		22602372	102378	P	11/07/25	10141010 610113	PROFESSIONAL FEES (O)	2,432.50
	INVOICE: 025-528733									
	217018	10/01/25		22602412	102378	P	11/07/25	50195160 610113	PROFESSIONAL FEES (O)	1,073.25
	INVOICE: 025-528733/PW									
	217018	10/01/25		22602412	102378	P	11/07/25	50295280 610113	PROFESSIONAL FEES (O)	1,073.25
	INVOICE: 025-528733/PW									
	VENDOR TOTALS			2,432.50	YTD INVOICED			9,158.00	YTD PAID	9,158.00
6289 U.S. BANK	217031	09/22/25		22601907	102379	P	11/07/25	26253030 760001	ESL - GRANT	864.53
	INVOICE: 75926475/9-22-25(1)									
	217032	06/23/25		22601035	102379	P	11/07/25	10121050 610123	TRAINING	971.80
	INVOICE: 74188200/JUNE2025									
	217033	06/23/25		22601039	102379	P	11/07/25	10121050 610123	TRAINING	1,735.33
	INVOICE: 74188200/6-23-25(2)									
	217035	06/23/25			102379	P	11/07/25	60496400 610123	TRAINING	-425.00
	INVOICE: 74188200/CR6-23-25									
	217036	09/22/25		22601934	102379	P	11/07/25	10121050 610123	TRAINING	232.54
	INVOICE: 22619421/9-22-25(3)									
	217037	08/22/25		22601722	102379	P	11/07/25	10121010 610129	OTHER EXPENSE	340.00
	INVOICE: 69502431/8-22-25(2)									
	217038	08/22/25		22601720	102379	P	11/07/25	10121050 610123	TRAINING	80.00
	INVOICE: 69502431/8-22-25(3)									
	217039	07/22/25		22600862	102379	P	11/07/25	10121050 610123	TRAINING	209.38
	INVOICE: 74188200/7-22-25(5)									
	217040	09/22/25		22602425	102379	P	11/07/25	10113010 610109	MEETING AND TRAVEL	39.96
	INVOICE: 01677605/9-22-25									
	217040	09/22/25		22602425	102379	P	11/07/25	10113010 610121	DUES & SUBSCRIPTIONS	12.98
	INVOICE: 01677605/9-22-25									
	217040	09/22/25		22602425	102379	P	11/07/25	10113010 610143	WELLNESS PROGRAM	362.95
	INVOICE: 01677605/9-22-25									
	217041	09/22/25		22602427	102379	P	11/07/25	10113010 610143	WELLNESS PROGRAM	500.00

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INVOICE:	01677605/9-22-25(1)									
217042	09/22/25		22602428		102379	P	11/07/25	10113010 610109	MEETING AND TRAVEL	599.94
INVOICE:	01677605/9-22-25(2)									
217043	09/22/25		22602429		102379	P	11/07/25	10113010 610143	WELLNESS PROGRAM	389.70
INVOICE:	01677605/9-22-25(3)									
217044	09/22/25		22602357		102379	P	11/07/25	10123010 630113	TIRES & BATTERIES	254.29
INVOICE:	53217525/9-22-25									
217044	09/22/25		22602357		102379	P	11/07/25	10123010 630114	PARTS	12.44
INVOICE:	53217525/9-22-25									
217044	09/22/25		22602357		102379	P	11/07/25	10123030 610121	DUES & SUBSCRIPTIONS	20.00
INVOICE:	53217525/9-22-25									
217044	09/22/25		22602357		102379	P	11/07/25	10123030 610129	OTHER EXPENSE	401.16
INVOICE:	53217525/9-22-25									
217045	09/22/25				102379	P	11/07/25	10123010 630113	TIRES & BATTERIES	-22.00
INVOICE:	53217525/CR9-22-26									
217046	09/22/25		22602356		102379	P	11/07/25	10123030 610123	TRAINING	575.00
INVOICE:	53217525/9-22-25(1)									
217047	09/22/25		22602360		102379	P	11/07/25	10123030 610129	OTHER EXPENSE	769.35
INVOICE:	53217525/9-22-25(2)									
217048	09/22/25		22602354		102379	P	11/07/25	10123010 610129	OTHER EXPENSE	44.85
INVOICE:	01925335/9-22-25									
217049	09/22/25		22602355		102379	P	11/07/25	10123030 610123	TRAINING	600.00
INVOICE:	01925335/9-22-25(1)									
217050	08/22/25				102379	P	11/07/25	50195100 610109	MEETING & TRAVEL	-235.92
INVOICE:	01871943/CR8-22-25									
VENDOR TOTALS			71,041.30	YTD INVOICED				38,232.11	YTD PAID	8,333.28
355 UNDERGROUND SERV ALERT										
217019	09/01/25		22602286		102380	P	11/07/25	10132010 610113	PROFESSIONAL FEES (O)	13.63
INVOICE:	25-260568									
217019	09/01/25		22602286		102380	P	11/07/25	50195100 610113	PROFESSIONAL FEES (O)	13.63
INVOICE:	25-260568									
217019	09/01/25		22602286		102380	P	11/07/25	50295200 610113	PROFESSIONAL FEES (O)	13.64
INVOICE:	25-260568									
217020	09/01/25		22602286		102380	P	11/07/25	10132010 610113	PROFESSIONAL FEES (O)	45.33
INVOICE:	820250260									
217020	09/01/25		22602286		102380	P	11/07/25	50195100 610113	PROFESSIONAL FEES (O)	45.33
INVOICE:	820250260									
217020	09/01/25		22602286		102380	P	11/07/25	50295200 610113	PROFESSIONAL FEES (O)	45.34
INVOICE:	820250260									
VENDOR TOTALS			403.73	YTD INVOICED				339.80	YTD PAID	176.90
10626 NORMA VALENZUELA										
217021	10/15/25		22602453		102381	P	11/07/25	10111020 610109	MEETING AND TRAVEL	172.00
INVOICE:	217021									
VENDOR TOTALS			.00	YTD INVOICED				172.00	YTD PAID	172.00
1566 WILL DAN FINANCIAL SERVICES										

CITY OF EL CENTRO

PAID INVOICES REPORT

WARRANT: 110725

TO FISCAL 2026/01 11/07/2025 TO 11/28/2025

VENDOR	NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
		217022	10/31/25		22602103	102382	P	11/07/25	27399100 610113	PROFESSIONAL FEES (O)	2,889.12
		INVOICE: 010-63734									
		217023	10/31/25		22602102	102382	P	11/07/25	27299010 610113	PROFESSIONAL FEES (O)	2,532.17
		INVOICE: 010-63735									
		217023	10/31/25		22602102	102382	P	11/07/25	27499020 610113	PROFESSIONAL FEES (O)	1,805.70
		INVOICE: 010-63735									
		217023	10/31/25		22602102	102382	P	11/07/25	28099040 610113	PROFESSIONAL FEES/OTHER	1,750.00
		INVOICE: 010-63735									
		217023	10/31/25		22602102	102382	P	11/07/25	29099030 610113	PROFESSIONAL FEES (O)	2,042.56
		INVOICE: 010-63735									
		VENDOR TOTALS			.00	YTD INVOICED			11,019.55	YTD PAID	11,019.55
5120	NORMA WYLES	217052	10/14/25		22602151	102383	P	11/07/25	10111020 610109	MEETING AND TRAVEL	477.63
		INVOICE: 217052									
		VENDOR TOTALS			.00	YTD INVOICED			477.63	YTD PAID	477.63
380	WYMORE, INC.	217024	10/03/25		22602364	102384	P	11/07/25	10151010 630115	OUTSIDE MAINTENANCE	1,059.09
		INVOICE: 1242237									
		VENDOR TOTALS			922.90	YTD INVOICED			19,334.56	YTD PAID	1,059.09
720	ZUMAR INDUSTRIES, INC.	217025	09/23/25		22602292	102385	P	11/07/25	10132010 620121	TRAFFIC SIGN - HDW	2,002.99
		INVOICE: 11072									
		217026	09/29/25		22602292	102385	P	11/07/25	10132010 620121	TRAFFIC SIGN - HDW	420.37
		INVOICE: 11083									
		VENDOR TOTALS			.00	YTD INVOICED			2,423.36	YTD PAID	2,423.36
		REPORT TOTALS									869,792.75
		TOTAL PRINTED CHECKS							COUNT	AMOUNT	
									78	869,792.75	

CITY OF EL CENTRO

PAID INVOICES REPORT

WARRANT: 111425

TO FISCAL 2026/01 11/07/2025 TO 11/28/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
7897 360 BUSINESS PRODUCTS										
217059	08/25/25			22602522	102386	P	11/14/25	10112010 610129	OTHER EXPENSE	919.51
INVOICE: OE-QT-34085-1										
217059	08/25/25			22602522	102386	P	11/14/25	10112010 720102	FURNITURE & FIXTURE	6,018.67
INVOICE: OE-QT-34085-1										
217060	10/01/25				102386	P	11/14/25	10112010 610129	OTHER EXPENSE	-919.51
INVOICE: CP-OE-QT-34085-1-1										
VENDOR TOTALS				5,766.41	YTD INVOICED			8,735.22	YTD PAID	6,018.67
1 A-MODERN SANITATION										
217057	09/27/25			22602350	102387	P	11/14/25	29951010 610135	SPECIAL EVENTS	1,158.28
INVOICE: 037300										
217058	10/04/25			22602350	102387	P	11/14/25	29951010 610135	SPECIAL EVENTS	627.85
INVOICE: 037302										
VENDOR TOTALS				.00	YTD INVOICED			1,786.13	YTD PAID	1,786.13
6206 ACCUSOURCE INC.										
217197	10/31/25			22602541	102388	P	11/14/25	10113010 610122	RECRUITING	1,723.03
INVOICE: 122810										
VENDOR TOTALS				127.65	YTD INVOICED			1,723.03	YTD PAID	1,723.03
9324 ACE HARDWARE CORPORATION										
217061	09/11/25			22602205	102389	P	11/14/25	10152050 620130	MAINTENANCE SUPPLIES	34.60
INVOICE: J03954										
217062	09/11/25			22602205	102389	P	11/14/25	10152050 620130	MAINTENANCE SUPPLIES	15.35
INVOICE: J04027										
217063	09/24/25			22602205	102389	P	11/14/25	29951010 610135	SPECIAL EVENTS	50.37
INVOICE: J08147										
217064	09/25/25			22602205	102389	P	11/14/25	10152030 630101	BUILDING MAINT.	34.63
INVOICE: J08619										
217065	10/28/25			22602500	102389	P	11/14/25	50295250 610104	WATER	18.50
INVOICE: J20976										
217065	10/28/25			22602500	102389	P	11/14/25	50295250 610129	OTHER EXPENSE	36.96
INVOICE: J20976										
217066	09/30/25			22602343	102389	P	11/14/25	10121010 630101	BUILDING MAINT.	112.54
INVOICE: J10283										
217067	09/19/25			22602457	102389	P	11/14/25	10132010 620120	STREET CONSTRUCTION	48.70
INVOICE: J06510										
217068	09/25/25			22602457	102389	P	11/14/25	10132010 620120	STREET CONSTRUCTION	95.99
INVOICE: J08520										
217069	10/02/25			22602457	102389	P	11/14/25	10132010 620120	STREET CONSTRUCTION	37.42
INVOICE: J10928										
217070	10/06/25			22602457	102389	P	11/14/25	10132010 620120	STREET CONSTRUCTION	7.57
INVOICE: J12556										
217071	10/07/25			22602457	102389	P	11/14/25	10132010 620119	TRAFFIC PAINT	47.78
INVOICE: J12709										
217072	10/13/25			22602457	102389	P	11/14/25	10132010 620121	TRAFFIC SIGN - HDW	56.86
INVOICE: J15040										

CITY OF EL CENTRO

PAID INVOICES REPORT

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TO FISCAL 2026/01 11/07/2025 TO 11/28/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	217073	10/17/25		22602457	102389	P	11/14/25	10132010 620140	SMALL TOOLS	42.61
	INVOICE: J16657									
	217198	10/17/25		22602463	102389	P	11/14/25	50295210 630103	GROUND/LANDSCAPING MAINT	38.96
	INVOICE: J16561									
	217199	10/17/25		22602469	102389	P	11/14/25	50295210 630108	FIELD/SHOP EQUIP. MAINT.	166.14
	INVOICE: J16560									
	217200	10/21/25		22602468	102389	P	11/14/25	50295210 630108	FIELD/SHOP EQUIP. MAINT.	145.35
	INVOICE: J18166									
VENDOR TOTALS				5,660.99	YTD INVOICED			5,038.34	YTD PAID	990.33
8025	AIR EXHAUST, CO.									
	217074	10/15/25		22602349	102390	P	11/14/25	10152020 610113	PROFESSIONAL FEES (O)	475.00
	INVOICE: 93088									
	217075	10/15/25		22602349	102390	P	11/14/25	10152050 610113	PROFESSIONAL FEES (O)	540.00
	INVOICE: 93087									
VENDOR TOTALS				104.00	YTD INVOICED			1,015.00	YTD PAID	1,015.00
7923	AIR MED CARE NETWORK									
	217253	10/31/25		22602726	102391	P	11/14/25	60396300 640104	MEDICAL CLAIMS	19,860.00
	INVOICE: 6396-20251031									
VENDOR TOTALS				.00	YTD INVOICED			19,860.00	YTD PAID	19,860.00
10007	AMAZON CAPITAL SERVICES, INC.									
	217078	10/21/25		22602501	102392	P	11/14/25	50195160 610129	OTHER EXPENSE	20.56
	INVOICE: 1DLJ-4QTD-NJR3									
	217078	10/21/25		22602501	102392	P	11/14/25	50295280 610129	OTHER EXPENSE	20.57
	INVOICE: 1DLJ-4QTD-NJR3									
	217079	10/23/25		22602501	102392	P	11/14/25	10131010 620101	OFFICE SUPPLIES	32.42
	INVOICE: 1DFX-FTT9-69XK									
	217079	10/23/25		22602501	102392	P	11/14/25	50195160 620101	OFFICE SUPPLIES	32.42
	INVOICE: 1DFX-FTT9-69XK									
	217079	10/23/25		22602501	102392	P	11/14/25	50295280 620101	OFFICE SUPPLIES	32.42
	INVOICE: 1DFX-FTT9-69XK									
	217080	10/23/25		22602483	102392	P	11/14/25	10162010 620101	OFFICE SUPPLIES	68.08
	INVOICE: 1HG1-V4GK-GDWY									
	217081	10/23/25		22602483	102392	P	11/14/25	10162010 620101	OFFICE SUPPLIES	79.26
	INVOICE: 13F9-DCQX-GP1J									
	217082	10/17/25		22602483	102392	P	11/14/25	10162010 620101	OFFICE SUPPLIES	7.03
	INVOICE: 11YJ-V9F6-LJFN									
	217083	10/17/25		22602483	102392	P	11/14/25	10162010 620101	OFFICE SUPPLIES	15.79
	INVOICE: 1CG9-TPDM-LH3Q									
	217084	10/17/25		22602483	102392	P	11/14/25	10162010 620101	OFFICE SUPPLIES	18.50
	INVOICE: 1NDR-3T9N-LXDK									
VENDOR TOTALS				15,879.49	YTD INVOICED			4,233.84	YTD PAID	327.05
7	AMERICAN LINEN									
	217085	10/22/25		22602443	102393	P	11/14/25	10123010 620129	LAUNDRY SERVICE & SUPPLY	78.80

CITY OF EL CENTRO

PAID INVOICES REPORT

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TO FISCAL 2026/01 11/07/2025 TO 11/28/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	LYUM1917066									
217086	10/08/25			22602443	102393	P	11/14/25	10123010 620129	LAUNDRY SERVICE & SUPPLY	78.80
INVOICE:	LYUM1914203									
217087	10/21/25			22602344	102393	P	11/14/25	10121010 630101	BUILDING MAINT.	155.38
INVOICE:	LYUM1916737									
217088	10/30/25			22602503	102393	P	11/14/25	10123010 620129	LAUNDRY SERVICE & SUPPLY	230.14
INVOICE:	LYUM1918798									
VENDOR TOTALS				1,370.31	YTD INVOICED			983.26	YTD PAID	543.12
1345 APPLIED INDUSTRIAL TECH.										
217201	10/17/25			22602497	102394	P	11/14/25	50295210 630103	GROUND/LANDSCAPING MAINT	6,736.78
INVOICE:	7033204958									
VENDOR TOTALS				.00	YTD INVOICED			7,288.03	YTD PAID	6,736.78
6249 AT&T										
217202	10/15/25			22602579	102395	P	11/14/25	10113040 610103	TELEPHONE	22.86
INVOICE:	000024231666									
217202	10/15/25			22602579	102395	P	11/14/25	10118010 610103	TELEPHONE	11.42
INVOICE:	000024231666									
217202	10/15/25			22602579	102395	P	11/14/25	10123010 610103	TELEPHONE	155.55
INVOICE:	000024231666									
217202	10/15/25			22602579	102395	P	11/14/25	10162010 610103	TELEPHONE	159.99
INVOICE:	000024231666									
217203	10/12/25			22602578	102395	P	11/14/25	10115010 610103	TELEPHONE	71.52
INVOICE:	000024214950									
217203	10/12/25			22602578	102395	P	11/14/25	10141010 610103	TELEPHONE	45.97
INVOICE:	000024214950									
217203	10/12/25			22602578	102395	P	11/14/25	10143010 610103	TELEPHONE	15.63
INVOICE:	000024214950									
217203	10/12/25			22602578	102395	P	11/14/25	10144010 610103	TELEPHONE	40.87
INVOICE:	000024214950									
217203	10/12/25			22602578	102395	P	11/14/25	50195110 610103	TELEPHONE	15.33
INVOICE:	000024214950									
217203	10/12/25			22602578	102395	P	11/14/25	50195120 610103	TELEPHONE	291.18
INVOICE:	000024214950									
217203	10/12/25			22602578	102395	P	11/14/25	50195160 610103	TELEPHONE	15.17
INVOICE:	000024214950									
217203	10/12/25			22602578	102395	P	11/14/25	50295280 610103	TELEPHONE	15.17
INVOICE:	000024214950									
VENDOR TOTALS				3,324.08	YTD INVOICED			9,534.52	YTD PAID	860.66
4170 AUTOZONE, INC.										
217089	10/24/25			22602442	102396	P	11/14/25	10123010 630112	GASOLINE & OIL	19.73
INVOICE:	2803967614									
217090	09/25/25			22602206	102396	P	11/14/25	10151010 630115	OUTSIDE MAINTENANCE	130.59
INVOICE:	2803929668									
217204	10/13/25			22602393	102396	P	11/14/25	60496400 630114	PARTS	343.40
INVOICE:	2803952912									

CITY OF EL CENTRO

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	217205	10/15/25		22602393	102396	P	11/14/25	60496400 630114	PARTS	114.70
	INVOICE: 2803955615									
	217206	10/16/25		22602393	102396	P	11/14/25	60496400 630114	PARTS	16.77
	INVOICE: 3362382871									
	217207	10/16/25		22602393	102396	P	11/14/25	60496400 630114	PARTS	24.52
	INVOICE: 3362382946									
	217208	10/16/25		22602393	102396	P	11/14/25	60496400 630114	PARTS	58.05
	INVOICE: 2803957162									
	217209	10/16/25		22602393	102396	P	11/14/25	60496400 630113	TIRES & BATTERIES	1,112.84
	INVOICE: 2803956881									
	217210	10/16/25			102396	P	11/14/25	60496400 630113	TIRES & BATTERIES	-1,112.84
	INVOICE: 2803956888									
VENDOR TOTALS				2,724.51	YTD INVOICED			6,084.71	YTD PAID	707.76
1493 BAKER DISTRIBUTING COMPANY, LLC										
	217091	07/11/25		22602201	102397	P	11/14/25	10152050 630101	BUILDING MAINT.	27.54
	INVOICE: FZ58242									
VENDOR TOTALS				14,634.18	YTD INVOICED			418.33	YTD PAID	27.54
4891 BAY CITY ELECTRIC WORKS										
	217092	09/30/25		22601943	102398	P	11/14/25	10123010 610113	PROFESSIONAL FEES (O)	1,566.38
	INVOICE: W319028									
VENDOR TOTALS				.00	YTD INVOICED			8,591.64	YTD PAID	1,566.38
9930 BEST VERSION MEDIA, LLC										
	217093	09/10/25		22602198	102399	P	11/14/25	10152020 610113	PROFESSIONAL FEES (O)	197.40
	INVOICE: 322574-202511									
	217093	09/10/25		22602198	102399	P	11/14/25	10152040 610113	PROFESSIONAL FEES (O)	197.40
	INVOICE: 322574-202511									
	217093	09/10/25		22602198	102399	P	11/14/25	10152060 610106	ADVERTISING	197.40
	INVOICE: 322574-202511									
VENDOR TOTALS				592.20	YTD INVOICED			592.20	YTD PAID	592.20
10520 BLUE TRITON BRANDS INC										
	217094	10/02/25		22602352	102400	P	11/14/25	10152020 610129	OTHER EXPENSE	115.88
	INVOICE: 051873003352									
	217094	10/02/25		22602352	102400	P	11/14/25	10152110 610113	PROFESSIONAL FEES/OTHER	115.87
	INVOICE: 051873003352									
VENDOR TOTALS				318.19	YTD INVOICED			231.75	YTD PAID	231.75
9931 BRAWLEY ANALYTICAL, INC.										
	217211	10/14/25		22602459	102401	P	11/14/25	50295210 620137	LAB TESTS & SUPPLIES	2,759.00
	INVOICE: 001502									
	217212	10/20/25		22602467	102401	P	11/14/25	50295210 620137	LAB TESTS & SUPPLIES	334.50
	INVOICE: 001512									
	217213	10/28/25		22602478	102401	P	11/14/25	50295210 620137	LAB TESTS & SUPPLIES	1,129.50

CITY OF EL CENTRO

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TO FISCAL 2026/01 11/07/2025 TO 11/28/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 001534										
VENDOR TOTALS		3,822.50 YTD INVOICED			7,807.50 YTD PAID			4,223.00		
2503 CAL-TEST, INC.	217214	11/04/25		22602595	102402	P	11/14/25	10113010 610132	MEDICAL SERVICES	1,802.65
INVOICE: 2025-3282										
VENDOR TOTALS		1,291.60 YTD INVOICED			1,802.65 YTD PAID			1,802.65		
589 CALIFORNIA POLICE CHIEF'S ASSN	217095	07/01/25		22602341	102403	P	11/14/25	10121010 610121	DUES & SUBSCRIPTIONS	170.00
INVOICE: 12248										
VENDOR TOTALS		.00 YTD INVOICED			170.00 YTD PAID			170.00		
10638 ADRIAN CARDENAS	217096	10/29/25		22602438	102404	P	11/14/25	10123050 610123	TRAINING	172.00
INVOICE: 217096										
VENDOR TOTALS		.00 YTD INVOICED			579.41 YTD PAID			172.00		
1846 CARLOS NEON SIGNS	217097	09/29/25		22602202	102405	P	11/14/25	10151010 610113	PROFESSIONAL FEES (O)	77.94
INVOICE: 1156										
VENDOR TOTALS		265.21 YTD INVOICED			483.88 YTD PAID			77.94		
1167 MANUELA CARRILLO	217260	11/14/25	1620		102406	P	11/14/25	101 201217	OTHER PAYROLL DEDUCTIONS	222.50
INVOICE: 217260										
VENDOR TOTALS		445.00 YTD INVOICED			445.00 YTD PAID			222.50		
54 CITY OF EL CENTRO-WATER DEPT.	217255	10/25/25		22602681	102407	P	11/14/25	20434060 610104	WATER	635.96
INVOICE: 1894515										
	217256	10/25/25		22602681	102407	P	11/14/25	20434060 610104	WATER	33.56
INVOICE: 1894516										
VENDOR TOTALS		1,532.41 YTD INVOICED			669.52 YTD PAID			669.52		
9693 CIVICPLUS, LLC	217215	10/01/25		22602574	102408	P	11/14/25	10111010 610113	PROFESSIONAL FEES/OTHER	1,406.51
INVOICE: 245150										
VENDOR TOTALS		5,520.88 YTD INVOICED			1,406.51 YTD PAID			1,406.51		
8607 COMMERCIAL AVENUE TRUCK & TRAILER PARTS, INC.	217098	07/26/25		22601617	102409	P	11/14/25	60496400 630115	OUTSIDE MAINTENANCE	1,228.94
INVOICE: COM1-318188										

CITY OF EL CENTRO

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		109.46 YTD INVOICED			1,301.94 YTD PAID			1,228.94		
1371 CONSOLIDATED ELEC DISTRIBUTORS, INC.										
217099	10/07/25	22602374	102410	P	11/14/25	50295210	630108	FIELD/SHOP EQUIP. MAINT.	158.93	
INVOICE: 1964-1018591										
217216	10/22/25	22602479	102410	P	11/14/25	50295210	630108	FIELD/SHOP EQUIP. MAINT.	56.57	
INVOICE: 1964-1018844										
VENDOR TOTALS		.00 YTD INVOICED			215.50 YTD PAID			215.50		
69 CONTROL PARTS & ELECTRICAL SUPPLIES, INC.										
217217	10/20/25	22602464	102411	P	11/14/25	50295210	630108	FIELD/SHOP EQUIP. MAINT.	192.14	
INVOICE: 202508880										
VENDOR TOTALS		11,746.75 YTD INVOICED			2,330.78 YTD PAID			192.14		
6113 CORE & MAIN LP										
217100	08/28/25	22602470	102412	P	11/14/25	50195100	630118	HYDRANT MAINTENANCE	10,146.20	
INVOICE: X621882										
VENDOR TOTALS		6,841.74 YTD INVOICED			15,223.40 YTD PAID			10,146.20		
2470 COUNTY OF SAN DIEGO, RCS										
217102	10/01/25	22602332	102413	P	11/14/25	10151010	630107	COMMUNICATION EQUIPMENT M	213.50	
INVOICE: 26ELCNCN03										
217102	10/01/25	22602332	102413	P	11/14/25	10152010	630107	COMUNICATION EQUIP PMAINT	152.50	
INVOICE: 26ELCNCN03										
217102	10/01/25	22602332	102413	P	11/14/25	10152060	630107	COMUNICATION EQUIP PMAINT	30.50	
INVOICE: 26ELCNCN03										
VENDOR TOTALS		4,071.00 YTD INVOICED			4,148.00 YTD PAID			396.50		
1871 DANIELS TIRE SERVICE, INC.										
217218	10/10/25	22602487	102414	P	11/14/25	60496400	630113	TIRES & BATTERIES	92.59	
INVOICE: 227073173										
217219	10/10/25	22602487	102414	P	11/14/25	60496400	630113	TIRES & BATTERIES	790.39	
INVOICE: 227073154										
217220	10/14/25	22602487	102414	P	11/14/25	60496400	630113	TIRES & BATTERIES	26.35	
INVOICE: 227073236										
217221	10/16/25	22602487	102414	P	11/14/25	60496400	630113	TIRES & BATTERIES	790.39	
INVOICE: 227073278										
217222	10/20/25	22602487	102414	P	11/14/25	60496400	630113	TIRES & BATTERIES	524.08	
INVOICE: 227073339										
217223	10/22/25	22602487	102414	P	11/14/25	60496400	630113	TIRES & BATTERIES	26.35	
INVOICE: 227073398										
VENDOR TOTALS		3,627.10 YTD INVOICED			10,134.51 YTD PAID			2,250.15		
1964 DESERT DOC SHREDDERS & RECORDS STORAGE LLC										
217104	10/30/25	22602546	102415	P	11/14/25	10115010	610129	OTHER EXPENSE	529.00	

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INVOICE: 55837										
VENDOR TOTALS		.00 YTD INVOICED			1,240.00 YTD PAID			529.00		
6239 DOWNTOWN DECORATIONS, INC.	217106	09/21/25		22602190	102416	P	11/14/25	10132010 610113	PROFESSIONAL FEES (O)	2,244.25
INVOICE: 34228										
	217106	09/21/25		22602190	102416	P	11/14/25	10162010 610113	PROFESSIONAL FEES (O)	2,244.25
INVOICE: 34228										
VENDOR TOTALS		.00 YTD INVOICED			4,488.50 YTD PAID			4,488.50		
240 DRISCOLLS	217107	10/16/25		22602527	102417	P	11/14/25	10111010 610110	MAYOR'S EXPENSE	45.00
INVOICE: 11234										
	217107	10/16/25		22602527	102417	P	11/14/25	10112010 610129	OTHER EXPENSE	52.43
INVOICE: 11234										
VENDOR TOTALS		1,661.64 YTD INVOICED			97.43 YTD PAID			97.43		
132 DYNAMIC CONSULTING ENGINEERS, INC.	217108	10/24/25		22600096	102418	P	11/14/25	23833080 750038	VETERANS MEMORIAL	19,200.00
INVOICE: 213625.01										
VENDOR TOTALS		.00 YTD INVOICED			19,200.00 YTD PAID			19,200.00		
10609 EL CENTRO GENERAL EMPLOYEES ASSOC.	217264	11/14/25	1624		102419	P	11/14/25	101 201206	EMPLOYEES ASSOCIATION	2,050.00
INVOICE: 217264										
VENDOR TOTALS		.00 YTD INVOICED			4,100.00 YTD PAID			2,050.00		
245 EMPIRE SOUTHWEST	217225	10/14/25		22602488	102420	P	11/14/25	60496400 630114	PARTS	97.77
INVOICE: EMPS7123557										
VENDOR TOTALS		1,545.30 YTD INVOICED			4,095.03 YTD PAID			97.77		
201 EMPLOYMENT DEVELOPMENT DEPT	217109	10/29/25		22602587	102421	P	11/14/25	10119010 520107	UNEMPLOYMENT INSURANCE	17,838.00
INVOICE: L1649969200										
VENDOR TOTALS		.00 YTD INVOICED			17,838.00 YTD PAID			17,838.00		
2989 EXECUTIVE LANDSCAPE, INC.	217110	10/01/25		22602173	102422	P	11/14/25	10151010 610113	PROFESSIONAL FEES (O)	13,182.01
INVOICE: 69078										
	217111	10/01/25		22602173	102422	P	11/14/25	27299010 630103	GROUND/LANDSCAPING MAINT	2,618.06
INVOICE: 69092										
	217111	10/01/25		22602173	102422	P	11/14/25	27499020 630103	GROUND/LANDSCAPING MAINT	1,847.22
INVOICE: 69092										

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	217111	10/01/25		22602173	102422	P	11/14/25	29099030 630103	GROUND/LANDSCAPING MAINT	1,220.89
	INVOICE: 69092									
	217112	10/01/25		22602173	102422	P	11/14/25	28099040 630103	GROUND/LANDSCAPING MAINT	385.00
	INVOICE: 69091									
VENDOR TOTALS				31,726.85	YTD INVOICED			38,506.36	YTD PAID	19,253.18
10646 VICTOR FELIX										
	217113	11/03/25		22602679	102423	P	11/14/25	10123050 610123	TRAINING	393.50
	INVOICE: 217113									
VENDOR TOTALS				.00	YTD INVOICED			393.50	YTD PAID	393.50
4462 FERGUSON ENTERPRISES, INC.										
	217114	10/15/25		22602476	102424	P	11/14/25	10151010 630101	BUILDING MAINT.	32.54
	INVOICE: 5822909									
	217115	10/01/25		22602476	102424	P	11/14/25	10151010 620130	MAINTENANCE SUPPLIES	104.19
	INVOICE: 5785978									
VENDOR TOTALS				35,119.99	YTD INVOICED			11,727.56	YTD PAID	136.73
10629 CHELSEA FERRUSQUILLA										
	217116	09/02/25		22602353	102425	P	11/14/25	10110006 460116	RECREATION FEES	150.00
	INVOICE: 2729211									
VENDOR TOTALS				.00	YTD INVOICED			150.00	YTD PAID	150.00
202 FIRST IMPERIAL CREDIT UNION										
	217258	11/14/25	1618		102426	P	11/14/25	101 201207	POLICE OFFICERS ASSN	3,000.00
	INVOICE: 217258									
VENDOR TOTALS				6,000.00	YTD INVOICED			6,000.00	YTD PAID	3,000.00
9862 FOSTER & FOSTER, INC.										
	217117	10/31/25		22602543	102427	P	11/14/25	60296200 610113	PROFESSIONAL FEES/OTHER	2,750.00
	INVOICE: 38653									
VENDOR TOTALS				.00	YTD INVOICED			2,750.00	YTD PAID	2,750.00
2385 FOUR WINDS GROUP, INC.										
	217226	09/01/25		22602477	102428	P	11/14/25	50295210 610113	PROFESSIONAL FEES (O)	450.00
	INVOICE: 4643									
	217227	10/01/25		22602477	102428	P	11/14/25	50295210 610113	PROFESSIONAL FEES (O)	450.00
	INVOICE: 4649									
VENDOR TOTALS				900.00	YTD INVOICED			900.00	YTD PAID	900.00
3767 FRANCHISE TAX BOARD										
	217261	11/14/25	1621		102429	P	11/14/25	101 201217	OTHER PAYROLL DEDUCTIONS	1,082.90
	INVOICE: 217261									

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VENDOR TOTALS		.00 YTD INVOICED			2,165.80 YTD PAID			1,082.90		
4317 FRUTH GROUP INC.										
217118	09/02/25			22602195	102430	P	11/14/25	10152010 760002	FIRST 5 - GRANT	128.37
INVOICE: 757245										
217119	09/18/25			22602348	102430	P	11/14/25	10152010 620103	PRINTING	151.39
INVOICE: 760149										
217120	09/18/25			22602348	102430	P	11/14/25	10152050 620103	PRINTING	99.51
INVOICE: 760150										
217228	10/27/25			22602573	102430	P	11/14/25	10141010 630106	OFFICE MACHINES MAINT.	236.22
INVOICE: 766825										
VENDOR TOTALS		2,466.80 YTD INVOICED			2,376.99 YTD PAID			615.49		
5925 GRAINGER										
217229	10/20/25			22602507	102431	P	11/14/25	50295210 630108	FIELD/SHOP EQUIP. MAINT.	34.56
INVOICE: 9681679313										
VENDOR TOTALS		129.84 YTD INVOICED			34.56 YTD PAID			34.56		
9447 GREAT WESTERN INSTALLATIONS, INC.										
217121	10/06/25			22602175	102432	P	11/14/25	10151010 620116	PLAYGROUND SUPPLIES	3,375.00
INVOICE: 2508117										
VENDOR TOTALS		.00 YTD INVOICED			5,009.32 YTD PAID			3,375.00		
10172 ANDREW HEATH										
217252	11/12/25			22602748	102433	P	11/14/25	10115010 610113	PROFESSIONAL FEES (O)	8,575.00
INVOICE: 25-21										
VENDOR TOTALS		12,337.50 YTD INVOICED			13,650.00 YTD PAID			8,575.00		
5691 I.C. WORK TRAINING CENTER, INC.										
217122	09/30/25			22602327	102434	P	11/14/25	10152020 620128	JANITORIAL SUPPLIES	1,372.00
INVOICE: 3472										
217122	09/30/25			22602327	102434	P	11/14/25	10152030 620128	JANITORIAL SUPPLIES	1,176.00
INVOICE: 3472										
217122	09/30/25			22602327	102434	P	11/14/25	10152050 620128	JANITORIAL SUPPLIES	980.00
INVOICE: 3472										
VENDOR TOTALS		3,528.00 YTD INVOICED			3,528.00 YTD PAID			3,528.00		
9802 I.V. CHRYSLER DODGE JEEP RAM										
217224	10/20/25			22602491	102435	P	11/14/25	60496400 630115	OUTSIDE MAINTENANCE	439.77
INVOICE: 536205										
VENDOR TOTALS		.00 YTD INVOICED			439.77 YTD PAID			439.77		
9056 IMPERIAL CHEVRON										
217124	09/05/25			22602326	102436	P	11/14/25	10152020 610129	OTHER EXPENSE	329.89

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	INVOICE: 058.									
	217125	10/05/25		22602326	102436	P	11/14/25	10152020 610129	OTHER EXPENSE	239.92
	INVOICE: 059.									
VENDOR TOTALS				389.87	YTD INVOICED			569.81	YTD PAID	569.81
205 IMPERIAL CO SHERIFF'S DEPT.										
	217259	11/14/25	1619		102437	P	11/14/25	101 201217	OTHER PAYROLL DEDUCTIONS	50.00
	INVOICE: 217259									
VENDOR TOTALS				100.00	YTD INVOICED			100.00	YTD PAID	50.00
146 IMPERIAL PRINTERS										
	217233	09/25/25		22602465	102438	P	11/14/25	50295210 620101	OFFICE SUPPLIES	250.85
	INVOICE: 25-2989									
VENDOR TOTALS				2,697.60	YTD INVOICED			2,457.33	YTD PAID	250.85
9814 IMPERIAL VALLEY CHEVROLET BUICK GMC CADILLAC										
	217231	10/21/25		22602490	102439	P	11/14/25	60496400 630114	PARTS	934.90
	INVOICE: 720503GM									
	217232	10/24/25		22602490	102439	P	11/14/25	60496400 630114	PARTS	304.23
	INVOICE: 720670GM									
VENDOR TOTALS				1,433.34	YTD INVOICED			3,538.03	YTD PAID	1,239.13
607 IMPERIAL VALLEY PRESS										
	217234	11/07/25		22602575	102440	P	11/14/25	10144010 610106	ADVERTISING	356.07
	INVOICE: 530420									
VENDOR TOTALS				1,558.10	YTD INVOICED			2,405.85	YTD PAID	356.07
6934 IMPERIAL VALLEY SCRAP MASTERS										
	217235	10/30/25		22602484	102441	P	11/14/25	10162010 610113	PROFESSIONAL FEES (O)	2,700.00
	INVOICE: 90									
VENDOR TOTALS				.00	YTD INVOICED			2,700.00	YTD PAID	2,700.00
141 IMPERIAL VALLEY TERMITE										
	217126	09/02/25		22602176	102442	P	11/14/25	20434060 610113	PROFESSIONAL FEES/OTHER	60.00
	INVOICE: 0355549									
VENDOR TOTALS				409.00	YTD INVOICED			360.00	YTD PAID	60.00
10506 INSIGHT HR MANAGEMENT CONSULTING LLC										
	217127	10/25/25		22602508	102443	P	11/14/25	10119010 610113	PROFESSIONAL FEES (O)	2,625.00
	INVOICE: 10003003									
VENDOR TOTALS				.00	YTD INVOICED			2,625.00	YTD PAID	2,625.00
10069 INTERNATIONAL E-Z UP, INC.										

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	217128	09/23/25		22602224	102444	P	11/14/25	10152010 610129	OTHER EXPENSE	3,797.77
	INVOICE:	INV527598								
	VENDOR TOTALS			2,064.33	YTD INVOICED			3,797.77	YTD PAID	3,797.77
4727	IVROP									
	217230	10/28/25		22602529	102445	P	11/14/25	10113010 610122	RECRUITING	112.00
	INVOICE:	217230								
	VENDOR TOTALS			1,456.00	YTD INVOICED			196.00	YTD PAID	112.00
3760	JADE SECURITY SYSTEMS INC.									
	217129	09/18/25		22602203	102446	P	11/14/25	10152020 610113	PROFESSIONAL FEES (O)	50.00
	INVOICE:	0227661								
	VENDOR TOTALS			2,372.54	YTD INVOICED			273.96	YTD PAID	50.00
9996	JOE A. GONSALVES & SON									
	217130	10/24/25		22602516	102447	P	11/14/25	10112020 610115	PROFESSIONAL FEES (L)	1,833.33
	INVOICE:	162854								
	217130	10/24/25		22602516	102447	P	11/14/25	50195130 610115	PROFESSIONAL FEES - LOBBY	1,833.33
	INVOICE:	162854								
	217130	10/24/25		22602516	102447	P	11/14/25	50295230 610115	PROFESSIONAL FEES - LOBBY	1,833.34
	INVOICE:	162854								
	VENDOR TOTALS			5,500.00	YTD INVOICED			5,500.00	YTD PAID	5,500.00
6291	K-C WELDING & RENTALS INC.									
	217131	09/08/25		22602455	102448	P	11/14/25	10132010 620140	SMALL TOOLS	134.19
	INVOICE:	217740								
	217132	10/06/25		22602455	102448	P	11/14/25	10132010 620140	SMALL TOOLS	167.73
	INVOICE:	218936								
	217236	10/10/25		22602489	102448	P	11/14/25	60496400 630115	OUTSIDE MAINTENANCE	4,374.53
	INVOICE:	219230								
	VENDOR TOTALS			15,596.31	YTD INVOICED			4,718.59	YTD PAID	4,676.45
6037	KEMIRA WATER SOLUTIONS, INC.									
	217237	10/21/25		22602506	102449	P	11/14/25	50295210 620136	TREATMENT CHEMICALS	13,914.34
	INVOICE:	9017912273								
	VENDOR TOTALS			15,190.69	YTD INVOICED			13,914.34	YTD PAID	13,914.34
7550	LABOR COMPLIANCE CONSULTANTS OF SO. CAL.									
	217133	10/08/25		22602174	102450	P	11/14/25	10151010 610113	PROFESSIONAL FEES (O)	170.00
	INVOICE:	3030								
	VENDOR TOTALS			1,170.00	YTD INVOICED			170.00	YTD PAID	170.00
4406	LABRUCHERIE IRRIGATION SUPPLY									
	217134	10/10/25		22602395	102451	P	11/14/25	50295210 630108	FIELD/SHOP EQUIP. MAINT.	1,160.01

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INVOICE:	311945C									
217135	09/29/25			22602181	102451	P	11/14/25	27299010 620122	GROUNDS LANDSCAPING	18.79
INVOICE:	311189C									
217136	09/29/25			22602181	102451	P	11/14/25	10151010 620124	TREES-PLANTS-GRASS	3,897.00
INVOICE:	311196C									
217137	09/30/25			22602181	102451	P	11/14/25	10151010 620123	IRRIGATION & SPRINKLERS	90.42
INVOICE:	311275C									
217138	09/30/25			22602181	102451	P	11/14/25	10151010 630108	FIELD/SHOP EQUIP. MAINT.	102.58
INVOICE:	311236C									
217139	10/02/25			22602181	102451	P	11/14/25	10151010 620130	MAINTENANCE SUPPLIES	3.60
INVOICE:	311433C									
217238	10/23/25			22602493	102451	P	11/14/25	50295210 630108	FIELD/SHOP EQUIP. MAINT.	141.46
INVOICE:	312878C									
217239	10/22/25			22602481	102451	P	11/14/25	50295210 630108	FIELD/SHOP EQUIP. MAINT.	32.39
INVOICE:	312762C									
217240	10/23/25			22602495	102451	P	11/14/25	50295210 630103	GROUND/LANDSCAPING MAINT	1,085.36
INVOICE:	22602495									
VENDOR TOTALS				10,125.00	YTD INVOICED			17,473.75	YTD PAID	6,531.61
2471 ALEJANDRO S. LEE										
217140	10/27/25			22602423	102452	P	11/14/25	29952050 610113	PROFESSIONAL FEES/OTHER	700.00
INVOICE:	217140									
VENDOR TOTALS				850.00	YTD INVOICED			700.00	YTD PAID	700.00
10635 PATRICIA LINARES										
217141	10/27/25			22602485	102453	P	11/14/25	29951010 610135	SPECIAL EVENTS	450.00
INVOICE:	217141									
VENDOR TOTALS				.00	YTD INVOICED			450.00	YTD PAID	450.00
10645 JOHANNA LOZA										
217142	11/05/25			22602678	102454	P	11/14/25	10111010 610110	MAYOR'S EXPENSE	585.00
INVOICE:	1026									
VENDOR TOTALS				.00	YTD INVOICED			585.00	YTD PAID	585.00
9718 JAQUELINE MACIAS										
217143	10/27/25			22602433	102455	P	11/14/25	29952050 610113	PROFESSIONAL FEES/OTHER	350.00
INVOICE:	217143									
VENDOR TOTALS				350.00	YTD INVOICED			350.00	YTD PAID	350.00
276 MCNEECE BROS. OIL CO. INC.										
217144	10/24/25			22602447	102456	P	11/14/25	10123010 630112	GASOLINE & OIL	1,002.19
INVOICE:	623643									
217145	10/31/25			22602542	102456	P	11/14/25	10112010 630112	GASOLINE & OIL	33.73
INVOICE:	920532									

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VENDOR TOTALS		13,684.08 YTD INVOICED			22,076.74 YTD PAID			1,035.92		
9095 MECHANICS BANK	217263	11/14/25	1623		102457	P	11/14/25	101 201208	FIREFIGHTERS ASSOCIATION	1,420.00
INVOICE: 217263	217263	11/14/25	1623		102457	P	11/14/25	101 201216	DISABILITY INSURANCE	200.13
INVOICE: 217263	217263	11/14/25	1623		102457	P	11/14/25	101 201216	DISABILITY INSURANCE	200.13
VENDOR TOTALS		3,100.14 YTD INVOICED			3,240.26 YTD PAID			1,620.13		
10445 MES SERVICE CO., LLC	217146	10/20/25		22602440	102458	P	11/14/25	10123010 630110	BREATHING APPARATUS	550.00
INVOICE: IN2361636	IN2361636	10/20/25		22602440	102458	P	11/14/25	10123010 630110	BREATHING APPARATUS	550.00
VENDOR TOTALS		8,245.13 YTD INVOICED			550.00 YTD PAID			550.00		
10644 LEANA M. MILLER	217147	10/30/25		22602677	102459	P	11/14/25	10111010 610110	MAYOR'S EXPENSE	4,619.51
INVOICE: 000097	000097	10/30/25		22602677	102459	P	11/14/25	10111010 610110	MAYOR'S EXPENSE	4,619.51
VENDOR TOTALS		.00 YTD INVOICED			4,619.51 YTD PAID			4,619.51		
2619 MOTOROLA SOLUTIONS, INC.	217148	09/20/25		22602346	102460	P	11/14/25	10121010 610114	PROFESSIONAL FEES (D)	1,651.87
INVOICE: 1411207	1411207	09/20/25		22602339	102460	P	11/14/25	10121010 610114	PROFESSIONAL FEES (D)	1,834.32
INVOICE: 1411182935	1411182935	09/24/25		22602347	102460	P	11/14/25	10121010 610114	PROFESSIONAL FEES (D)	485.71
VENDOR TOTALS		.00 YTD INVOICED			5,665.83 YTD PAID			3,971.90		
9598 ANA DANIELA MUNOZ	217151	10/27/25		22602432	102461	P	11/14/25	29952050 610113	PROFESSIONAL FEES/OTHER	350.00
INVOICE: 217151	217151	10/27/25		22602431	102461	P	11/14/25	10110006 460129	CONTRACT INSTRUCTORS	182.00
VENDOR TOTALS		792.00 YTD INVOICED			532.00 YTD PAID			532.00		
7918 NICKLAUS ENGINEERING, INC.	217153	10/30/25		22602509	102462	P	11/14/25	50295210 750030	SOUTHERN PUMP STATION	50,118.75
INVOICE: 0042082	0042082	10/30/25		22602509	102462	P	11/14/25	50295210 750030	SOUTHERN PUMP STATION	50,118.75
VENDOR TOTALS		124,364.20 YTD INVOICED			50,118.75 YTD PAID			50,118.75		
10481 VANESSA NIEBLA	217154	08/08/25		22601050	102463	P	11/14/25	10121050 610123	TRAINING	307.50
INVOICE: 217154	217154	08/08/25		22601050	102463	P	11/14/25	10121050 610123	TRAINING	307.50

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VENDOR TOTALS		.00 YTD INVOICED			307.50 YTD PAID			307.50		
9816 NUSO, LLC	217241	10/31/25		22602363	102464	P	11/14/25	10153010 610103	TELEPHONE	233.20
INVOICE: 131083643										
VENDOR TOTALS		464.05 YTD INVOICED			233.20 YTD PAID			233.20		
8013 PADRE USA	217167	10/01/25		22602207	102465	P	11/14/25	10151010 620128	JANITORIAL SUPPLIES	953.64
INVOICE: 16033029										
VENDOR TOTALS		3,521.76 YTD INVOICED			2,777.70 YTD PAID			953.64		
9541 PATRICK CLARK DBA PATRICK CLARK CONSULTING	217254	11/01/25		22602743	102466	P	11/14/25	10113010 610113	PROFESSIONAL FEES (O)	3,625.00
INVOICE: 251102										
VENDOR TOTALS		6,141.45 YTD INVOICED			3,625.00 YTD PAID			3,625.00		
9761 GABRIELA RAMIREZ PEDROZA	217168	10/27/25		22602434	102467	P	11/14/25	29952050 610113	PROFESSIONAL FEES/OTHER	700.00
INVOICE: 217168										
VENDOR TOTALS		700.00 YTD INVOICED			700.00 YTD PAID			700.00		
3940 POLYDYNE, INC.	217169	10/02/25		22602373	102468	P	11/14/25	50295210 620136	TREATMENT CHEMICALS	8,574.75
INVOICE: 1966848										
VENDOR TOTALS		39,660.25 YTD INVOICED			20,896.62 YTD PAID			8,574.75		
5867 PRO FORCE LAW ENFORCEMENT	217170	10/28/25		22601318	102469	P	11/14/25	10121010 620114	OTHER SAFETY SUPPLIES	9,336.68
INVOICE: 587648										
	217171	10/28/25		22601319	102469	P	11/14/25	10121010 610114	PROFESSIONAL FEES (D)	5,941.51
INVOICE: 587652										
VENDOR TOTALS		.00 YTD INVOICED			15,278.19 YTD PAID			15,278.19		
3121 PRO RECORD STORAGE & SHRED INC	217242	11/01/25		22602568	102470	P	11/14/25	10141010 610129	OTHER EXPENSE	268.29
INVOICE: 0032775										
	217243	11/01/25		22602572	102470	P	11/14/25	10144010 610129	OTHER EXPENSE	45.03
INVOICE: 0032847										
	217244	11/01/25		22602596	102470	P	11/14/25	10113010 610113	PROFESSIONAL FEES (O)	97.72
INVOICE: 0032823										
VENDOR TOTALS		881.65 YTD INVOICED			878.63 YTD PAID			411.04		

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293	QUILL CORPORATION										
	217172	09/23/25			22602197	102471	P	11/14/25	10152010 620101	OFFICE SUPPLIES	9.55
	INVOICE: 45887451										
	217172	09/23/25			22602197	102471	P	11/14/25	10152070 610129	OTHER EXPENSE	29.54
	INVOICE: 45887451										
	VENDOR TOTALS				986.53	YTD INVOICED			216.43	YTD PAID	39.09
631	REFRIGERATION SUPPLIES DIST.										
	217173	08/13/25			22602196	102472	P	11/14/25	10152010 630101	BUILDING MAINT.	399.67
	INVOICE: 3346933-00										
	217174	08/22/25			22602196	102472	P	11/14/25	10152010 630101	BUILDING MAINT.	15.46
	INVOICE: 3347229-00										
	217175	08/22/25			22602196	102472	P	11/14/25	10152010 630101	BUILDING MAINT.	35.00
	INVOICE: 3347236-00										
	217176	09/03/25			22602196	102472	P	11/14/25	10152010 630101	BUILDING MAINT.	119.84
	INVOICE: 3347609-00										
	VENDOR TOTALS				3,905.42	YTD INVOICED			609.55	YTD PAID	569.97
7944	ROCKWELL SOLUTIONS INC.										
	217177	10/24/25			22601985	102473	P	11/14/25	50295210 630108	FIELD/SHOP EQUIP. MAINT.	9,644.45
	INVOICE: 3666										
	VENDOR TOTALS				.00	YTD INVOICED			9,644.45	YTD PAID	9,644.45
6359	SAN DIEGO PADRES										
	217178	10/29/25			22602528	102474	P	11/14/25	10112020 620103	PRINTING	166.66
	INVOICE: 2631										
	217178	10/29/25			22602528	102474	P	11/14/25	50195130 620103	PRINTING	166.66
	INVOICE: 2631										
	217178	10/29/25			22602528	102474	P	11/14/25	50295230 620103	PRINTING	166.68
	INVOICE: 2631										
	VENDOR TOTALS				.00	YTD INVOICED			500.00	YTD PAID	500.00
10219	EDWARD SOLORZANO										
	217179	09/08/25			22602172	102475	P	11/14/25	10151010 620132	CONSTRUCTION MATERIALS	905.10
	INVOICE: 0003690										
	217180	09/09/25			22602172	102475	P	11/14/25	10151010 620132	CONSTRUCTION MATERIALS	2,715.30
	INVOICE: 0003693										
	217181	09/04/25			22602172	102475	P	11/14/25	10151010 620132	CONSTRUCTION MATERIALS	344.80
	INVOICE: 0003671										
	VENDOR TOTALS				.00	YTD INVOICED			3,965.20	YTD PAID	3,965.20
213	SOUTHERN CALIFORNIA GAS CO										
	217182	09/24/25			22602398	102476	P	11/14/25	50295210 610102	NATURAL GAS	145.96
	INVOICE: 05835330282/SEPT2025										
	217245	06/18/25			22602492	102476	P	11/14/25	60496400 610102	NATURAL GAS	22.59
	INVOICE: 05162691009/JUNE2025										

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	217246	10/23/25		22602461	102476	P	11/14/25	50295210 610102	NATURAL GAS	38.10
	INVOICE: 04986508523/OCT2025									
	217247	10/16/25		22602458	102476	P	11/14/25	50295210 610102	NATURAL GAS	1,534.19
	INVOICE: 19422742791/OCT2025									
	217248	10/16/25		22602458	102476	P	11/14/25	50295210 610102	NATURAL GAS	15.39
	INVOICE: 11025635076/OCT2025									
	217249	10/16/25		22602458	102476	P	11/14/25	50295210 610102	NATURAL GAS	15.75
	INVOICE: 16488264959/OCT2025									
	VENDOR TOTALS			4,956.03	YTD INVOICED			4,661.93	YTD PAID	1,771.98
5990	STATE DISBURSEMENT UNIT									
	217262	11/14/25	1622		102477	P	11/14/25	101 201217	OTHER PAYROLL DEDUCTIONS	2,966.14
	INVOICE: 217262									
	VENDOR TOTALS			5,245.76	YTD INVOICED			5,932.28	YTD PAID	2,966.14
9377	STC TRAFFIC, INC.									
	217251	08/20/25		22602454	102478	P	11/14/25	20532760 710102	ARCH/ENGINEERING	133.64
	INVOICE: 8268									
	217251	08/20/25		22602454	102478	P	11/14/25	40132760 710102	ARCH/ENGINEERING	952.86
	INVOICE: 8268									
	VENDOR TOTALS			2,270.00	YTD INVOICED			1,086.50	YTD PAID	1,086.50
10641	CEDRIC STEPHENS									
	217183	10/27/25		22602676	102479	P	11/14/25	10111010 610110	MAYOR'S EXPENSE	750.00
	INVOICE: CED-2025-1103									
	VENDOR TOTALS			.00	YTD INVOICED			750.00	YTD PAID	750.00
6129	SUNBELT RENTALS INC.									
	217184	09/29/25		22602351	102480	P	11/14/25	29951010 610135	SPECIAL EVENTS	238.85
	INVOICE: 174832324-0001									
	VENDOR TOTALS			604.98	YTD INVOICED			238.85	YTD PAID	238.85
10333	SVT FLEET SOLUTIONS									
	217185	10/21/25		22602436	102481	P	11/14/25	10123010 630115	OUTSIDE MAINTENANCE	2,836.62
	INVOICE: RA774005590:01									
	VENDOR TOTALS			5,063.28	YTD INVOICED			2,836.62	YTD PAID	2,836.62
4062	TERMINIX OF IMPERIAL VALLEY									
	217186	10/02/25		22602362	102482	P	11/14/25	10153010 610113	PROFESSIONAL FEES/OTHER	48.60
	INVOICE: 1160926									
	VENDOR TOTALS			417.12	YTD INVOICED			235.16	YTD PAID	48.60
9151	THREE PEAKS CORP.									
	217187	08/31/25		22602460	102483	P	11/14/25	27299010 620122	GROUNDS LANDSCAPING	67,735.00

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 9										
VENDOR TOTALS					.00	YTD INVOICED		67,735.00	YTD PAID	67,735.00
10642 MAYRA A. TRONCOSO	217189	10/13/25			22602505	102484	P 11/14/25	10111010 610110	MAYOR'S EXPENSE	60.08
	INVOICE: 1576									
VENDOR TOTALS					.00	YTD INVOICED		60.08	YTD PAID	60.08
1002 PATRICIA VERDUGO	217190	10/27/25			22602422	102485	P 11/14/25	29952050 610113	PROFESSIONAL FEES/OTHER	700.00
	INVOICE: 217190									
VENDOR TOTALS					743.25	YTD INVOICED		700.00	YTD PAID	700.00
10179 JORGE VILLALOBOS JR.	217191	11/05/25			22602511	102486	P 11/14/25	10123050 610123	TRAINING	393.50
	INVOICE: 217191									
VENDOR TOTALS					.00	YTD INVOICED		393.50	YTD PAID	393.50
10221 BERTHA WHITE	217192	10/28/25			22602471	102487	P 11/14/25	10110006 460129	CONTRACT INSTRUCTORS	195.00
	INVOICE: 217192									
VENDOR TOTALS					197.50	YTD INVOICED		195.00	YTD PAID	195.00
380 WYMORE, INC.	217193	09/24/25			22602177	102488	P 11/14/25	10151010 610113	PROFESSIONAL FEES (O)	18,275.47
	INVOICE: 1242069									
VENDOR TOTALS					922.90	YTD INVOICED		19,334.56	YTD PAID	18,275.47
3543 ZAMORA'S BACKFLOW SERVICES	217194	10/20/25			22602475	102489	P 11/14/25	10151010 610113	PROFESSIONAL FEES (O)	3,470.00
	INVOICE: 8526									
VENDOR TOTALS					340.00	YTD INVOICED		3,950.00	YTD PAID	3,470.00
1120 ZOLL MEDICAL CORP.	217195	10/21/25			22602441	102490	P 11/14/25	10123040 620111	PARAMEDIC SUPPLIES	159.78
	INVOICE: 4352165									
	217196	10/15/25			22602437	102490	P 11/14/25	10123040 620111	PARAMEDIC SUPPLIES	180.24
	INVOICE: 4348047									
VENDOR TOTALS					9,312.24	YTD INVOICED		340.02	YTD PAID	340.02
REPORT TOTALS										407,500.81

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	COUNT	AMOUNT
TOTAL PRINTED CHECKS	105	407,500.81

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
7897 360 BUSINESS PRODUCTS	217415	10/31/25		22602603	102491	P	11/21/25	10153010 620101	OFFICE SUPPLIES	631.31
	INVOICE: OE-69134-1									
VENDOR TOTALS				5,766.41	YTD INVOICED			8,735.22	YTD PAID	631.31
7640 49ER COMMUNICATIONS, INC.	214118	08/05/25		22600521	102492	P	11/21/25	10123010 630107	COMMUNICATION EQUIPMENT M	978.61
	INVOICE: 85546									
	214891	08/14/25		22601021	102492	P	11/21/25	10123010 630107	COMMUNICATION EQUIPMENT M	317.98
	INVOICE: 85475									
VENDOR TOTALS				.00	YTD INVOICED			1,296.59	YTD PAID	1,296.59
9324 ACE HARDWARE CORPORATION	217265	11/04/25		22600764	102493	P	11/21/25	10123010 630101	BUILDING MAINT.	55.19
	INVOICE: J23611									
	217266	10/22/25		22602647	102493	P	11/21/25	50195110 620130	MAINTENANCE SUPPLIES	303.00
	INVOICE: J18610									
	217267	10/27/25		22602647	102493	P	11/21/25	50195110 620130	MAINTENANCE SUPPLIES	327.04
	INVOICE: J20320									
	217268	10/20/25		22602618	102493	P	11/21/25	10118010 620130	MAINTENANCE SUPPLIES	3.89
	INVOICE: J17678									
	217269	10/21/25		22602618	102493	P	11/21/25	10118010 620130	MAINTENANCE SUPPLIES	21.63
	INVOICE: J18106									
	217270	10/27/25		22602618	102493	P	11/21/25	10118010 620130	MAINTENANCE SUPPLIES	11.90
	INVOICE: J20430									
	217417	10/24/25		22602742	102493	P	11/21/25	10152060 620130	MAINTENANCE SUPPLIES	4.32
	INVOICE: J19661									
	217418	10/31/25		22602742	102493	P	11/21/25	10152060 620130	MAINTENANCE SUPPLIES	42.82
	INVOICE: J22188									
	217419	10/24/25		22602567	102493	P	11/21/25	10151010 620108	FLARES-BATTERIES-FILM	35.54
	INVOICE: J19482									
	217419	10/24/25		22602567	102493	P	11/21/25	10151010 620130	MAINTENANCE SUPPLIES	142.98
	INVOICE: J19482									
	217420	10/24/25		22602567	102493	P	11/21/25	10151010 620108	FLARES-BATTERIES-FILM	61.39
	INVOICE: J19373									
	217420	10/24/25		22602567	102493	P	11/21/25	10151010 620130	MAINTENANCE SUPPLIES	24.48
	INVOICE: J19373									
	217421	10/24/25		22602567	102493	P	11/21/25	10151010 630108	FIELD/SHOP EQUIP. MAINT.	62.91
	INVOICE: J19509									
	217422	10/20/25		22602567	102493	P	11/21/25	10151010 620128	JANITORIAL SUPPLIES	89.09
	INVOICE: J17972									
	217423	10/27/25		22602555	102493	P	11/21/25	10152030 630101	BUILDING MAINT.	25.27
	INVOICE: J20424									
	217424	10/21/25		22602566	102493	P	11/21/25	10151010 630108	FIELD/SHOP EQUIP. MAINT.	35.70
	INVOICE: J18390									
	217425	10/21/25		22602566	102493	P	11/21/25	10151010 620131	PAINTING SUPPLIES	5.40
	INVOICE: J18394									
	217426	10/22/25		22602566	102493	P	11/21/25	10151010 620128	JANITORIAL SUPPLIES	130.33
	INVOICE: J18739									

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	217426	10/22/25		22602566	102493	P	11/21/25	10151010 620131	PAINTING SUPPLIES	12.00
	INVOICE: J18739									
	217427	10/23/25		22602566	102493	P	11/21/25	10151010 620128	JANITORIAL SUPPLIES	83.48
	INVOICE: J18964									
	217428	10/17/25		22602642	102493	P	11/21/25	50295210 620130	MAINTENANCE SUPPLIES	73.71
	INVOICE: J16559									
VENDOR TOTALS				5,660.99	YTD INVOICED			5,038.34	YTD PAID	1,552.07
3933 ACME SAFETY & SUPPLY CO.										
	217271	08/12/25		22602619	102494	P	11/21/25	10132010 620120	STREET CONSTRUCTION	995.90
	INVOICE: 170406-00									
VENDOR TOTALS				.00	YTD INVOICED			1,177.76	YTD PAID	995.90
6143 ADVANCE SERVICE INC.										
	217273	08/01/25		22602624	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	1,400.00
	INVOICE: 43247									
	217274	08/01/25		22602624	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	900.00
	INVOICE: 43243									
	217275	04/15/25		22602675	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	2,350.00
	INVOICE: 42725									
	217276	09/01/24		22602675	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	4,733.00
	INVOICE: 42212									
	217277	07/01/24		22602675	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	1,400.00
	INVOICE: 42076									
	217278	08/01/25		22602675	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	1,400.00
	INVOICE: 42077									
	217279	09/01/24		22602675	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	1,400.00
	INVOICE: 42078									
	217280	10/01/25		22602675	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	1,400.00
	INVOICE: 42069									
	217529	03/01/23		22602720	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	4,733.00
	INVOICE: 42206									
	217530	06/01/23		22602720	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	4,733.00
	INVOICE: 42207									
	217531	09/01/23		22602719	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	4,733.00
	INVOICE: 42208									
	217532	12/01/23		22602719	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	4,733.00
	INVOICE: 42209									
	217533	03/01/24		22602719	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	4,733.00
	INVOICE: 42210									
	217534	06/01/24		22602719	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	4,733.00
	INVOICE: 42211									
	217535	01/01/24		22602719	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	1,400.00
	INVOICE: 42070									
	217536	02/01/24		22602719	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	1,400.00
	INVOICE: 42071									
	217537	03/01/24		22602719	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	1,400.00
	INVOICE: 42072									
	217538	04/01/24		22602719	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	1,400.00

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INVOICE:	42073									
217539	05/01/24			22602719	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	1,400.00
INVOICE:	42074									
217540	06/01/24			22602719	102495	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	1,400.00
INVOICE:	42075									
VENDOR TOTALS		25,978.00 YTD INVOICED			101,437.00 YTD PAID			51,781.00		
10007	AMAZON CAPITAL SERVICES, INC.									
217281	10/15/25			22602525	102496	P	11/21/25	29951010 610135	SPECIAL EVENTS	116.83
INVOICE:	1GFN-PCMK-9GM1									
217282	10/15/25			22602525	102496	P	11/21/25	29951010 610135	SPECIAL EVENTS	64.93
INVOICE:	1FKN-NXHV-96P9									
217283	10/28/25			22602525	102496	P	11/21/25	29951010 610135	SPECIAL EVENTS	76.80
INVOICE:	14RD-PQCX-CKD1									
217429	09/15/25			22602571	102496	P	11/21/25	10152010 760002	FIRST 5 - GRANT	40.03
INVOICE:	1LRW-PT3D-CLTV									
217430	09/22/25			22602571	102496	P	11/21/25	10152010 760002	FIRST 5 - GRANT	68.08
INVOICE:	1G4M-RM3N-6WDF									
217431	04/04/25			22602557	102496	P	11/21/25	10152070 610129	OTHER EXPENSE	119.07
INVOICE:	1PHY-HV3F-7QVQ									
217432	05/06/25			22602557	102496	P	11/21/25	10152050 610129	OTHER EXPENSE	345.86
INVOICE:	11N7-RTW7-79WX									
217433	08/25/25			22602557	102496	P	11/21/25	10152050 610129	OTHER EXPENSE	83.20
INVOICE:	1R96-7YJT-4QF7									
217434	08/25/25			22602557	102496	P	11/21/25	10152050 610129	OTHER EXPENSE	74.12
INVOICE:	1QML-QGCK-9HW4									
217435	08/25/25			22602557	102496	P	11/21/25	10152050 610129	OTHER EXPENSE	68.90
INVOICE:	1FR1-3NXF-4Y6V									
217436	08/27/25			22602557	102496	P	11/21/25	10152050 610129	OTHER EXPENSE	23.44
INVOICE:	1XNY-MLGD-CHHD									
217437	08/29/25			22602557	102496	P	11/21/25	29951010 610135	SPECIAL EVENTS	90.40
INVOICE:	1XFM-CG41-K7FX									
217438	08/29/25			22602557	102496	P	11/21/25	10152030 620115	ATHLETIC FIELD SUPPLIES	27.51
INVOICE:	1D4K-NTLY-KKFP									
217439	09/03/25			22602557	102496	P	11/21/25	29951010 610135	SPECIAL EVENTS	477.48
INVOICE:	137T-TH1F-9R63									
217440	09/10/25			22602557	102496	P	11/21/25	10152050 610129	OTHER EXPENSE	54.11
INVOICE:	17XY-LD6F-W19T									
217441	09/25/25			22602557	102496	P	11/21/25	29951010 610135	SPECIAL EVENTS	73.98
INVOICE:	1H43-1XHJ-31QN									
217442	09/25/25			22602557	102496	P	11/21/25	29951010 610135	SPECIAL EVENTS	42.19
INVOICE:	1694-9NV4-1XPC									
217443	09/27/25			22602557	102496	P	11/21/25	29951010 610135	SPECIAL EVENTS	273.44
INVOICE:	1N1J-34GW-QT1W									
217444	09/29/25			22602557	102496	P	11/21/25	29951010 610135	SPECIAL EVENTS	10.81
INVOICE:	1364-KLLW-9PMR									
217445	09/29/25			22602557	102496	P	11/21/25	29951010 610135	SPECIAL EVENTS	222.62
INVOICE:	17N4-J3YQ-6KGF									
217446	10/02/25			22602557	102496	P	11/21/25	29951010 610135	SPECIAL EVENTS	162.24
INVOICE:	1GG9-P3C6-6PPF									

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	217447	10/03/25		22602557	102496	P	11/21/25	29951010 610135	SPECIAL EVENTS	435.41
	INVOICE:	14QQ-FQ9H-TDMH								
	217448	10/08/25		22602557	102496	P	11/21/25	29951010 610135	SPECIAL EVENTS	410.35
	INVOICE:	1K6P-VGM3-D4XQ								
	217449	10/09/25		22602557	102496	P	11/21/25	29951010 610135	SPECIAL EVENTS	114.73
	INVOICE:	1XLK-T7RL-XMVH								
	217450	10/10/25		22602557	102496	P	11/21/25	10152020 620101	OFFICE SUPPLIES	86.59
	INVOICE:	1RHM-VGRL-K7DW								
VENDOR TOTALS			15,879.49	YTD INVOICED				4,233.84	YTD PAID	3,563.12
7	AMERICAN LINEN									
	217284	10/27/25		22602607	102497	P	11/21/25	10123010 620129	LAUNDRY SERVICE & SUPPLY	105.00
	INVOICE:	LYUM1917880								
	217285	10/13/25		22602608	102497	P	11/21/25	10123010 620129	LAUNDRY SERVICE & SUPPLY	105.00
	INVOICE:	LYUM1914974								
VENDOR TOTALS			1,370.31	YTD INVOICED				983.26	YTD PAID	210.00
1345	APPLIED INDUSTRIAL TECH.									
	217451	10/17/25		22602637	102498	P	11/21/25	50295210 630103	GROUND/LANDSCAPING MAINT	551.25
	INVOICE:	7033204456								
VENDOR TOTALS			.00	YTD INVOICED				7,288.03	YTD PAID	551.25
9895	ARRINGTON WATKINS ARCHITECTS, LLC									
	217286	09/07/25		22602659	102499	P	11/21/25	41221010 750004	POLICE STATION (PD)	66,759.49
	INVOICE:	P2020-052.01-202508								
VENDOR TOTALS			51,065.06	YTD INVOICED				237,250.21	YTD PAID	66,759.49
6266	AT&T MOBILITY									
	217528	10/26/25		22602906	102500	P	11/21/25	10111010 610103	TELEPHONE	282.05
	INVOICE:	287335406555X110425								
	217528	10/26/25		22602906	102500	P	11/21/25	10111020 610103	TELEPHONE	73.67
	INVOICE:	287335406555X110425								
	217528	10/26/25		22602906	102500	P	11/21/25	10112010 610103	TELEPHONE	387.47
	INVOICE:	287335406555X110425								
	217528	10/26/25		22602906	102500	P	11/21/25	10113010 610103	TELEPHONE	86.51
	INVOICE:	287335406555X110425								
	217528	10/26/25		22602906	102500	P	11/21/25	10113040 610103	TELEPHONE	160.18
	INVOICE:	287335406555X110425								
	217528	10/26/25		22602906	102500	P	11/21/25	10115010 610103	TELEPHONE	87.06
	INVOICE:	287335406555X110425								
	217528	10/26/25		22602906	102500	P	11/21/25	10118010 610103	TELEPHONE	206.56
	INVOICE:	287335406555X110425								
	217528	10/26/25		22602906	102500	P	11/21/25	10131010 610103	TELEPHONE	41.77
	INVOICE:	287335406555X110425								
	217528	10/26/25		22602906	102500	P	11/21/25	10132010 610103	TELEPHONE	118.18
	INVOICE:	287335406555X110425								
	217528	10/26/25		22602906	102500	P	11/21/25	10141010 610103	TELEPHONE	391.29

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INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	10143010 610103	TELEPHONE	70.71
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	10144010 610103	TELEPHONE	36.56
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	10151010 610103	TELEPHONE	162.92
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	10152010 610103	TELEPHONE	73.12
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	10152050 610103	TELEPHONE	36.56
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	10152060 610103	TELEPHONE	109.68
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	10152110 610103	TELEPHONE	36.56
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	10153010 610103	TELEPHONE	86.67
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	10162010 610103	TELEPHONE	86.51
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	50195100 610103	TELEPHONE	265.36
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	50195110 610103	TELEPHONE	394.92
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	50195160 610103	TELEPHONE	68.63
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	50295200 610103	TELEPHONE	74.22
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	50295210 610103	TELEPHONE	180.38
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	50295250 610103	TELEPHONE	73.67
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	50295280 610103	TELEPHONE	68.63
INVOICE:	287335406555X110425									
217528	10/26/25	22602906			102500	P	11/21/25	60496400 610103	TELEPHONE	89.81
INVOICE:	287335406555X110425									
VENDOR TOTALS		8,979.74	YTD INVOICED					3,749.65	YTD PAID	3,749.65
4170 AUTOZONE, INC.										
217452	10/22/25	22602564			102501	P	11/21/25	10151010 620130	MAINTENANCE SUPPLIES	71.65
INVOICE:	2803965179									
217453	10/25/25	22602638			102501	P	11/21/25	50295210 630108	FIELD/SHOP EQUIP. MAINT.	168.12
INVOICE:	2803969040									
VENDOR TOTALS		2,724.51	YTD INVOICED					6,084.71	YTD PAID	239.77
10660 AXIS-MSO LLC										
217330	11/17/25				102502	P	11/21/25	10110002 420105	BUSINESS LICENSE	333.60
INVOICE:	217330									

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VENDOR TOTALS		.00 YTD INVOICED			333.60 YTD PAID			333.60		
9471 AZTEC ENGINEERING CALIFORNIA, INC.	217287	09/15/25		22602645	102503	P	11/21/25	20532200 710102	ARCH/ENGINEERING	2,884.50
INVOICE: 18060401	217288	10/13/25		22602655	102503	P	11/21/25	20532130 710102	ARCH/ENGINEERING	12,706.80
INVOICE: 18060225	217290	10/13/25		22602657	102503	P	11/21/25	20532200 710102	ARCH/ENGINEERING	36,175.50
INVOICE: 18060402	217291	10/13/25		22602652	102503	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	10,577.50
INVOICE: 18060315	217292	09/15/25		22602646	102503	P	11/21/25	20532040 610113	PROFESSIONAL FEES/OTHER	27,282.50
INVOICE: 18060314										
VENDOR TOTALS		16,099.41 YTD INVOICED			89,626.80 YTD PAID			89,626.80		
1493 BAKER DISTRIBUTING COMPANY, LLC	217454	09/19/25		22602539	102504	P	11/21/25	10121010 630101	BUILDING MAINT.	390.79
INVOICE: GE60024										
VENDOR TOTALS		14,634.18 YTD INVOICED			418.33 YTD PAID			390.79		
10008 BALFOUR BEATTY CONSTRUCTION LLC	217295	10/31/25		22602663	102505	P	11/21/25	41221010 750004	POLICE STATION (PD)	81,959.00
INVOICE: 027										
VENDOR TOTALS		57,007.00 YTD INVOICED			81,959.00 YTD PAID			81,959.00		
10438 BASE HILL, INC.	217455	10/28/25		22602559	102506	P	11/21/25	10151010 610113	PROFESSIONAL FEES (O)	9,695.00
INVOICE: 26430	217455	10/28/25		22602559	102506	P	11/21/25	10152140 610113	PROFESSIONAL FEES/OTHER	1,415.00
INVOICE: 26430	217455	10/28/25		22602559	102506	P	11/21/25	20434060 610113	PROFESSIONAL FEES/OTHER	950.00
INVOICE: 26430										
VENDOR TOTALS		12,060.00 YTD INVOICED			12,060.00 YTD PAID			12,060.00		
4891 BAY CITY ELECTRIC WORKS	217296	11/07/25		22601999	102507	P	11/21/25	10123010 630101	BUILDING MAINT.	847.06
INVOICE: W320726										
VENDOR TOTALS		.00 YTD INVOICED			8,591.64 YTD PAID			847.06		
5985 BIG J FENCING INC.	217456	10/28/25		22602563	102508	P	11/21/25	10151010 620132	CONSTRUCTION MATERIALS	1,096.00
INVOICE: 4513										
VENDOR TOTALS		.00 YTD INVOICED			1,096.00 YTD PAID			1,096.00		

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1532 BLX GROUP LLC	217293	11/05/25		22602701	102509	P	11/21/25	10121010 610113	PROFESSIONAL FEES (O)	2,000.00
	INVOICE:	43332-2514/110525								
VENDOR TOTALS				.00	YTD INVOICED			4,500.00	YTD PAID	2,000.00
144 BPS SUPPLY GROUP	217294	06/30/25		22602627	102510	P	11/21/25	50195110 630120	WATER PUMPS MAINTENANCE	18,404.50
	INVOICE:	S3187536.001								
VENDOR TOTALS				.00	YTD INVOICED			18,404.50	YTD PAID	18,404.50
9931 BRAWLEY ANALYTICAL, INC.	217297	10/17/25		22602632	102511	P	11/21/25	50195110 620137	LAB TESTS & SUPPLIES	2,040.00
	INVOICE:	001507								
VENDOR TOTALS				3,822.50	YTD INVOICED			7,807.50	YTD PAID	2,040.00
5975 BRENNTAG PACIFIC, INC.	217298	10/02/25		22602629	102512	P	11/21/25	50195110 620136	TREATMENT CHEMICALS	1,737.23
	INVOICE:	BPI552791								
	217299	10/22/25		22602517	102512	P	11/21/25	10152060 620136	TREATMENT CHEMICALS	3,260.19
	INVOICE:	BPI557374								
	217457	11/05/25		22602717	102512	P	11/21/25	10152060 620136	TREATMENT CHEMICALS	1,700.47
	INVOICE:	BPI560676								
VENDOR TOTALS				14,145.97	YTD INVOICED			6,697.89	YTD PAID	6,697.89
9304 BRIDGECOM LLC	217541	10/31/25		22602890	102513	P	11/21/25	50195120 610113	PROFESSIONAL FEES (O)	5.71
	INVOICE:	INV/2025/11073								
	217541	10/31/25		22602890	102513	P	11/21/25	50295220 610113	PROFESSIONAL FEES (O)	2.44
	INVOICE:	INV/2025/11073								
	217542	10/31/25		22602889	102513	P	11/21/25	50195120 610113	PROFESSIONAL FEES (O)	127.07
	INVOICE:	INV/2025/11074								
	217542	10/31/25		22602889	102513	P	11/21/25	50295220 610113	PROFESSIONAL FEES (O)	54.46
	INVOICE:	INV/2025/11074								
	217543	10/31/25		22602888	102513	P	11/21/25	50195120 610113	PROFESSIONAL FEES (O)	1,274.56
	INVOICE:	INV/2025/11075								
	217543	10/31/25		22602888	102513	P	11/21/25	50295220 610113	PROFESSIONAL FEES (O)	546.24
	INVOICE:	INV/2025/11075								
	217544	10/31/25		22602887	102513	P	11/21/25	50195120 610113	PROFESSIONAL FEES (O)	4.21
	INVOICE:	INV/2025/11076								
	217544	10/31/25		22602887	102513	P	11/21/25	50295220 610113	PROFESSIONAL FEES (O)	1.80
	INVOICE:	INV/2025/11076								
	217545	10/31/25		22602886	102513	P	11/21/25	50195120 610113	PROFESSIONAL FEES (O)	90.29
	INVOICE:	INV/2025/11077								
	217545	10/31/25		22602886	102513	P	11/21/25	50295220 610113	PROFESSIONAL FEES (O)	38.69
	INVOICE:	INV/2025/11077								
	217546	10/31/25		22602885	102513	P	11/21/25	50195120 610113	PROFESSIONAL FEES (O)	262.93
	INVOICE:	INV/2025/11078								

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	217546	10/31/25		22602885	102513	P	11/21/25	50295220 610113	PROFESSIONAL FEES (O)	112.69
	INVOICE:	INV/2025/11078								
VENDOR TOTALS				10,826.56	YTD INVOICED			2,521.09	YTD PAID	2,521.09
6340 BRINKS INCORPORATED										
	217547	10/31/25		22602881	102514	P	11/21/25	10152020 610113	PROFESSIONAL FEES (O)	718.63
	INVOICE:	8080621								
	217547	10/31/25		22602881	102514	P	11/21/25	10152040 610113	PROFESSIONAL FEES (O)	361.49
	INVOICE:	8080621								
	217547	10/31/25		22602881	102514	P	11/21/25	10152060 610113	PROFESSIONAL FEES/OTHER	1,253.21
	INVOICE:	8080621								
	217547	10/31/25		22602881	102514	P	11/21/25	10153010 610113	PROFESSIONAL FEES/OTHER	696.04
	INVOICE:	8080621								
	217547	10/31/25		22602881	102514	P	11/21/25	50195120 610113	PROFESSIONAL FEES (O)	814.54
	INVOICE:	8080621								
	217547	10/31/25		22602881	102514	P	11/21/25	50295220 610113	PROFESSIONAL FEES (O)	814.54
	INVOICE:	8080621								
VENDOR TOTALS				4,623.27	YTD INVOICED			4,658.45	YTD PAID	4,658.45
10416 BRYCE BROWN										
	217548	11/03/25		22602750	102515	P	11/21/25	10123010 610113	PROFESSIONAL FEES (O)	1,500.00
	INVOICE:	20251103-ECFD								
VENDOR TOTALS				1,500.00	YTD INVOICED			1,500.00	YTD PAID	1,500.00
6276 C R & R										
	217549	11/17/25		22602878	102516	P	11/21/25	50495400 610117	SOLID WASTE COLLECTIONS	200,849.38
	INVOICE:	217549								
VENDOR TOTALS				195,805.83	YTD INVOICED			200,849.38	YTD PAID	200,849.38
2555 CALIBER SCREENPRINTING INC.										
	217458	10/22/25		22602560	102517	P	11/21/25	10151010 620112	PROTECTIVE CLOTHING	532.59
	INVOICE:	61791								
VENDOR TOTALS				16,326.20	YTD INVOICED			532.59	YTD PAID	532.59
8053 CALIFA GROUP										
	217459	08/29/25		22602576	102518	P	11/21/25	10153010 610121	DUES & SUBSCRIPTIONS	5,880.00
	INVOICE:	8655								
VENDOR TOTALS				.00	YTD INVOICED			5,880.00	YTD PAID	5,880.00
10638 ADRIAN CARDENAS										
	217300	10/24/25		22602606	102519	P	11/21/25	10123010 610129	OTHER EXPENSE	300.00
	INVOICE:	217300								
VENDOR TOTALS				.00	YTD INVOICED			579.41	YTD PAID	300.00

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1846 CARLOS NEON SIGNS	217301	10/17/25		22602515	102520	P	11/21/25	26051040 610113	PROFESSIONAL FEES/OTHER	405.94
	INVOICE: 1233									
VENDOR TOTALS				265.21 YTD INVOICED				483.88 YTD PAID		405.94
5929 ARMANDO CAZARES	217460	11/05/25		22602552	102521	P	11/21/25	10152110 620112	PROTECTIVE CLOTHING	300.00
	INVOICE: 217460									
VENDOR TOTALS				.00 YTD INVOICED				300.00 YTD PAID		300.00
10381 CLOUDBURST CONSULTING GROUP, INC.	217461	09/30/25		22602749	102522	P	11/21/25	24393140 610129	OTHER EXPENSE	3,000.00
	INVOICE: 18335									
	217462	09/30/25		22602749	102522	P	11/21/25	24393140 610129	OTHER EXPENSE	320.00
	INVOICE: 18412									
VENDOR TOTALS				.00 YTD INVOICED				3,320.00 YTD PAID		3,320.00
9635 COAR DESIGN GROUP	217463	10/31/25		22602744	102523	P	11/21/25	26051090 610113	PROFESSIONAL FEES/OTHER	9,890.00
	INVOICE: 23107									
VENDOR TOTALS				91,990.00 YTD INVOICED				9,890.00 YTD PAID		9,890.00
2470 COUNTY OF SAN DIEGO, RCS	217302	11/01/25		22602644	102524	P	11/21/25	10118010 630107	COMMUNICATION EQUIPMENT M	305.00
	INVOICE: 26ELCNPWN04									
	217302	11/01/25		22602644	102524	P	11/21/25	10131010 630107	COMMUNICATION EQUIPMENT M	10.16
	INVOICE: 26ELCNPWN04									
	217302	11/01/25		22602644	102524	P	11/21/25	10132010 630107	COMMUNICATION EQUIPMENT M	396.50
	INVOICE: 26ELCNPWN04									
	217302	11/01/25		22602644	102524	P	11/21/25	10143010 630107	COMMUNICATION EQUIPMENT M	122.00
	INVOICE: 26ELCNPWN04									
	217302	11/01/25		22602644	102524	P	11/21/25	50195100 630107	COMUNICATION EQUIP PMAINT	183.00
	INVOICE: 26ELCNPWN04									
	217302	11/01/25		22602644	102524	P	11/21/25	50195110 630107	COMMUNICATION EQUIPMENT M	122.00
	INVOICE: 26ELCNPWN04									
	217302	11/01/25		22602644	102524	P	11/21/25	50195160 630107	COMMUNICATION EQUIPMENT M	10.16
	INVOICE: 26ELCNPWN04									
	217302	11/01/25		22602644	102524	P	11/21/25	50295200 630107	COMMUNICATION EQUIPMENT M	183.02
	INVOICE: 26ELCNPWN04									
	217302	11/01/25		22602644	102524	P	11/21/25	50295210 630107	COMMUNICATION EQUIPMENT M	396.50
	INVOICE: 26ELCNPWN04									
	217302	11/01/25		22602644	102524	P	11/21/25	50295280 630107	COMMUNICATION EQUIPMENT M	10.16
	INVOICE: 26ELCNPWN04									
	217302	11/01/25		22602644	102524	P	11/21/25	60496400 630107	COMMUNICATION EQUIPMENT M	91.50
	INVOICE: 26ELCNPWN04									
	217464	11/01/25		22602704	102524	P	11/21/25	10112010 630107	COMUNICATION EQUIP PMAINT	61.00
	INVOICE: 26ELCNCMN04									

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	217550	11/01/25		22602705	102524	P	11/21/25	10123010 630107	COMMUNICATION EQUIPMENT M	1,738.50
	INVOICE: 26ELCNFDN04									
	217551	11/01/25		22602897	102524	P	11/21/25	10141010 630107	COMMUNICATION EQUIPMENT M	122.00
	INVOICE: 26ELCNCNDN04									
	VENDOR TOTALS			4,071.00	YTD INVOICED			4,148.00	YTD PAID	3,751.50
10662	CROCKERS LOCKERS SELF STORAGE									
	217332	11/17/25			102525	P	11/21/25	10110002 420105	BUSINESS LICENSE	44.82
	INVOICE: 217332									
	VENDOR TOTALS			.00	YTD INVOICED			44.82	YTD PAID	44.82
2194	D&H WATER SYSTEMS, INC.									
	217303	10/13/25		22602613	102526	P	11/21/25	50195110 610113	PROFESSIONAL FEES (O)	833.53
	INVOICE: I2025-1369									
	217304	10/14/25		22602616	102526	P	11/21/25	50195110 630120	WATER PUMPS MAINTENANCE	7,310.19
	INVOICE: I2025-1380									
	VENDOR TOTALS			.00	YTD INVOICED			8,143.72	YTD PAID	8,143.72
1871	DANIELS TIRE SERVICE, INC.									
	217305	10/14/25		22602594	102527	P	11/21/25	10123010 630113	TIRES & BATTERIES	627.41
	INVOICE: 227073239									
	VENDOR TOTALS			3,627.10	YTD INVOICED			10,134.51	YTD PAID	627.41
6459	BRANDON DE SHIELDS									
	217552	09/17/25		22602602	102528	P	11/21/25	10123010 610129	OTHER EXPENSE	611.36
	INVOICE: 032313									
	VENDOR TOTALS			.00	YTD INVOICED			611.36	YTD PAID	611.36
9621	DXP ENTERPRISES, INC.									
	217307	10/02/25		22601230	102529	P	11/21/25	50295210 710106	OTHER REAL PROPERTY	19,883.85
	INVOICE: 55403462									
	VENDOR TOTALS			11,080.68	YTD INVOICED			19,883.85	YTD PAID	19,883.85
8100	EA ELECTRIC									
	217308	09/05/25		22602612	102530	P	11/21/25	50195110 630111	OTHER FACILITY MAINT.	14,732.00
	INVOICE: INV311									
	VENDOR TOTALS			3,600.00	YTD INVOICED			14,732.00	YTD PAID	14,732.00
102	EL CENTRO MOTORS									
	217633	07/14/25		22602833	102531	P	11/21/25	60496400 630114	PARTS	877.79
	INVOICE: 5238006									
	VENDOR TOTALS			348.64	YTD INVOICED			1,350.25	YTD PAID	877.79

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105 EL OASIS WATER										
	217553	10/01/25		22602682	102532	P	11/21/25	10123010 630101	BUILDING MAINT.	312.31
	INVOICE: 818728									
	217554	10/16/25		22602682	102532	P	11/21/25	10123010 630101	BUILDING MAINT.	298.02
	INVOICE: 817994									
VENDOR TOTALS				631.90	YTD INVOICED			610.33	YTD PAID	610.33
245 EMPIRE SOUTHWEST										
	217309	06/27/25		22602660	102533	P	11/21/25	10132010 610113	PROFESSIONAL FEES (O)	3,880.08
	INVOICE: EMSL00090481									
VENDOR TOTALS				1,545.30	YTD INVOICED			4,095.03	YTD PAID	3,880.08
109 ENTENMANN-ROVIN CO.										
	217555	10/17/25		22602498	102534	P	11/21/25	10121010 610114	PROFESSIONAL FEES (D)	309.31
	INVOICE: 0191330-IN									
VENDOR TOTALS				.00	YTD INVOICED			309.31	YTD PAID	309.31
10663 ESTRADA, ROSA M.										
	217475	11/18/25			102535	P	11/21/25	501 104001	ACCOUNTS RECEIVABLE	375.00
	INVOICE: 217475									
VENDOR TOTALS				.00	YTD INVOICED			375.00	YTD PAID	375.00
2989 EXECUTIVE LANDSCAPE, INC.										
	217465	11/01/25		22602558	102536	P	11/21/25	10151010 610113	PROFESSIONAL FEES (O)	11,957.00
	INVOICE: 70077									
	217465	11/01/25		22602558	102536	P	11/21/25	10152140 610113	PROFESSIONAL FEES/OTHER	870.84
	INVOICE: 70077									
	217465	11/01/25		22602558	102536	P	11/21/25	20434060 610113	PROFESSIONAL FEES/OTHER	354.17
	INVOICE: 70077									
	217466	11/01/25		22602558	102536	P	11/21/25	27299010 630103	GROUND/LANDSCAPING MAINT	2,618.06
	INVOICE: 70091									
	217466	11/01/25		22602558	102536	P	11/21/25	27499020 630103	GROUND/LANDSCAPING MAINT	1,847.22
	INVOICE: 70091									
	217466	11/01/25		22602558	102536	P	11/21/25	29099030 630103	GROUND/LANDSCAPING MAINT	1,220.89
	INVOICE: 70091									
	217467	11/01/25		22602558	102536	P	11/21/25	28099040 630103	GROUND/LANDSCAPING MAINT	385.00
	INVOICE: 70090									
VENDOR TOTALS				31,726.85	YTD INVOICED			38,506.36	YTD PAID	19,253.18
247 FEDEX										
	217310	10/31/25		22602640	102537	P	11/21/25	50195110 620102	POSTAGE	15.24
	INVOICE: 9-706-30761									
	217311	10/10/25		22602611	102537	P	11/21/25	50195110 620102	POSTAGE	84.94
	INVOICE: 9-023-77472									
	217312	10/24/25		22602620	102537	P	11/21/25	50195110 620137	LAB TESTS & SUPPLIES	197.29
	INVOICE: 9-041-07211									

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	217468	11/07/25		22602759	102537	P	11/21/25	10141010 620102	POSTAGE	14.75
	INVOICE: 9-059-18644									
	217556	09/05/25		22602531	102537	P	11/21/25	10121010 620102	POSTAGE	73.16
	INVOICE: 8-980-95192									
	VENDOR TOTALS			1,532.34	YTD INVOICED			647.10	YTD PAID	385.38
8069 FERNANDO RUIZ, INC.	217313	11/01/25		22602634	102538	P	11/21/25	50195110 610113	PROFESSIONAL FEES (O)	660.00
	INVOICE: 171784									
	VENDOR TOTALS			1,320.00	YTD INVOICED			1,650.00	YTD PAID	660.00
1459 FIRE ETC	217314	11/03/25		22602592	102539	P	11/21/25	10123010 620112	PROTECTIVE CLOTHING	458.77
	INVOICE: 202392									
	VENDOR TOTALS			.00	YTD INVOICED			1,562.92	YTD PAID	458.77
10656 FMCNA OF IMPERIAL COUNTY	217326	11/17/25			102540	P	11/21/25	10110002 420105	BUSINESS LICENSE	46.00
	INVOICE: 217326									
	VENDOR TOTALS			.00	YTD INVOICED			46.00	YTD PAID	46.00
4317 FRUTH GROUP INC.	217315	09/25/25		22602615	102541	P	11/21/25	50195110 630106	OFFICE MACHINES MAINT.	52.76
	INVOICE: 761254									
	217316	10/13/25		22602518	102541	P	11/21/25	10152060 620103	PRINTING	264.93
	INVOICE: 764450									
	217317	10/24/25		22602597	102541	P	11/21/25	10123010 630106	OFFICE MACHINES MAINT.	443.58
	INVOICE: 766614									
	217469	10/21/25		22602598	102541	P	11/21/25	26453010 760003	ADULT LITERACY	491.71
	INVOICE: 765864									
	217557	10/30/25		22602880	102541	P	11/21/25	50195120 630106	OFFICE MACHINES MAINT.	67.08
	INVOICE: 767476									
	217557	10/30/25		22602880	102541	P	11/21/25	50295220 630106	OFFICE MACHINES MAINT.	67.07
	INVOICE: 767476									
	217558	11/01/25		22602837	102541	P	11/21/25	10118010 630106	OFFICE MACHINES MAINT	72.19
	INVOICE: 767880									
	VENDOR TOTALS			2,466.80	YTD INVOICED			2,376.99	YTD PAID	1,459.32
9567 FUN EXPRESS LLC	217470	09/24/25		22602570	102542	P	11/21/25	29951010 610135	SPECIAL EVENTS	4,075.69
	INVOICE: 73872684301									
	VENDOR TOTALS			.00	YTD INVOICED			4,075.69	YTD PAID	4,075.69
8189 GORDON'S CARPET ONE	217471	09/25/25		22602171	102543	P	11/21/25	29952020 710106	OTHER REAL PROPERTY	24,900.00

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INVOICE: L40582										
217472	09/12/25			22601440	102543	P	11/21/25	10162010 610113	PROFESSIONAL FEES (O)	4,368.00
INVOICE: L90645										
VENDOR TOTALS				.00	YTD INVOICED			32,298.00	YTD PAID	29,268.00
9447 GREAT WESTERN INSTALLATIONS, INC.										
217473	10/30/25			22602561	102544	P	11/21/25	10151010 620116	PLAYGROUND SUPPLIES	1,634.32
INVOICE: 2509100										
VENDOR TOTALS				.00	YTD INVOICED			5,009.32	YTD PAID	1,634.32
8571 HANH M. BUI, MD, APMC										
217325	11/17/25				102545	P	11/21/25	10110002 420105	BUSINESS LICENSE	63.00
INVOICE: 217325										
VENDOR TOTALS				.00	YTD INVOICED			63.00	YTD PAID	63.00
8006 HARTFORD LIFE INSURANCE COMPANY										
217606	11/19/25			22602985	102546	P	11/21/25	101 201211	ACCIDENTAL DEATH	312.40
INVOICE: 374915684779										
217606	11/19/25			22602985	102546	P	11/21/25	101 201215	LIFE INSURANCE	3,555.21
INVOICE: 374915684779										
217606	11/19/25			22602985	102546	P	11/21/25	101 201216	DISABILITY INSURANCE	3,128.05
INVOICE: 374915684779										
217607	11/19/25			22602985	102546	P	11/21/25	101 201211	ACCIDENTAL DEATH	252.66
INVOICE: 274915714888										
217607	11/19/25			22602985	102546	P	11/21/25	101 201215	LIFE INSURANCE	2,875.39
INVOICE: 274915714888										
217607	11/19/25			22602985	102546	P	11/21/25	101 201216	DISABILITY INSURANCE	2,529.91
INVOICE: 274915714888										
VENDOR TOTALS				11,978.34	YTD INVOICED			12,653.62	YTD PAID	12,653.62
1673 HINDERLITER DE LLAMAS & ASSOC.										
217574	06/30/25			22602912	102547	P	11/21/25	10119010 610113	PROFESSIONAL FEES (O)	150.00
INVOICE: SIN052081										
VENDOR TOTALS				5,344.37	YTD INVOICED			150.00	YTD PAID	150.00
8245 I DO EVENTS										
217608	11/03/25			22602366	102548	P	11/21/25	10111010 610110	MAYOR'S EXPENSE	1,840.00
INVOICE: 1676.										
VENDOR TOTALS				.00	YTD INVOICED			3,680.00	YTD PAID	1,840.00
8795 ICONIX WATERWORKS (US) INC.										
217319	10/15/25			22602628	102549	P	11/21/25	50195110 630117	METER MAINTENANCE	3,484.47
INVOICE: U2516043081										

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VENDOR TOTALS		.00 YTD INVOICED		3,484.47 YTD PAID						3,484.47
461 IMPERIAL CO. PUBLIC HEALTH DEPT.	217476	11/03/25		22602693	102550	P	11/21/25	10152060 610121	DUES & SUBSCRIPTIONS	903.00
INVOICE: IN0045442	217478	11/03/25		22602692	102550	P	11/21/25	10152060 610121	DUES & SUBSCRIPTIONS	666.00
INVOICE: IN0045146										
VENDOR TOTALS		.00 YTD INVOICED		1,569.00 YTD PAID						1,569.00
755 IMPERIAL COUNTY AUDITOR	217559	08/04/25		22602535	102551	P	11/21/25	10110004 440102	PARKING FINES	562.50
INVOICE: 217559										
VENDOR TOTALS		211,251.00 YTD INVOICED		562.50 YTD PAID						562.50
145 IMPERIAL IRRIGATION DIST	217318	10/07/25		22602630	102552	P	11/21/25	50195110 620138	PURCHASED WATER	15,212.00
INVOICE: 3034482/OCT2025	217575	11/18/25		22602909	102552	P	11/21/25	10119010 610101	ELECTRICITY	2,770.72
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10121010 610101	ELECTRICITY	13,246.00
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10123010 610101	ELECTRICITY	4,861.33
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10132010 610101	ELECTRICITY	500.43
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10132030 610101	ELECTRICITY	26,874.80
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10151010 610101	ELECTRICITY	5,364.16
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10152010 610101	ELECTRICITY	3,703.88
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10152020 610101	ELECTRICITY	3,904.53
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10152030 610101	ELECTRICITY	1,103.16
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10152040 610101	ELECTRICITY	3,602.46
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10152050 610101	ELECTRICITY	61.72
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10152060 610101	ELECTRICITY	4,770.02
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10152110 610101	ELECTRICITY	4,212.44
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10152140 610101	ELECTRICITY	373.83
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10153010 610101	ELECTRICITY	3,020.86
INVOICE: 217575	217575	11/18/25		22602909	102552	P	11/21/25	10162010 610101	ELECTRICITY	997.76

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INVOICE:	217575									
217575	11/18/25			22602909	102552	P	11/21/25	20434060 610101	ELECTRICITY	198.94
INVOICE:	217575									
217575	11/18/25			22602909	102552	P	11/21/25	27299010 610101	ELECTRICITY	239.05
INVOICE:	217575									
217575	11/18/25			22602909	102552	P	11/21/25	27499020 610101	ELECTRICITY	184.38
INVOICE:	217575									
217575	11/18/25			22602909	102552	P	11/21/25	50195100 610101	ELECTRICITY	454.64
INVOICE:	217575									
217575	11/18/25			22602909	102552	P	11/21/25	50195110 610101	ELECTRICITY	39,615.71
INVOICE:	217575									
217575	11/18/25			22602909	102552	P	11/21/25	50295200 610101	ELECTRICITY	454.64
INVOICE:	217575									
217575	11/18/25			22602909	102552	P	11/21/25	50295210 610101	ELECTRICITY	33,877.75
INVOICE:	217575									
217575	11/18/25			22602909	102552	P	11/21/25	60496400 610101	ELECTRICITY	454.64
INVOICE:	217575									
VENDOR TOTALS				284,851.23	YTD INVOICED			170,059.85	YTD PAID	170,059.85
146 IMPERIAL PRINTERS										
217477	09/22/25			22602683	102553	P	11/21/25	10162010 610113	PROFESSIONAL FEES (O)	519.60
INVOICE:	25-2836									
217560	10/16/25			22602898	102553	P	11/21/25	10141010 620103	PRINTING	59.54
INVOICE:	25-3052									
217561	10/16/25			22602899	102553	P	11/21/25	10141010 620103	PRINTING	703.63
INVOICE:	25-3064									
217562	10/20/25			22601948	102553	P	11/21/25	50195120 620103	PRINTING	159.13
INVOICE:	25-3217									
217562	10/20/25			22601948	102553	P	11/21/25	50295220 620103	PRINTING	68.20
INVOICE:	25-3217									
VENDOR TOTALS				2,697.60	YTD INVOICED			2,457.33	YTD PAID	1,510.10
8378 IMPERIAL VALLEY OCCUPATIONAL MEDICINE										
217479	11/07/25			22602733	102554	P	11/21/25	10113010 610122	RECRUITING	555.00
INVOICE:	5048									
VENDOR TOTALS				1,993.44	YTD INVOICED			1,045.00	YTD PAID	555.00
607 IMPERIAL VALLEY PRESS										
217481	11/06/25			22602755	102555	P	11/21/25	10144010 610106	ADVERTISING	317.62
INVOICE:	530895									
217563	11/07/25			22602694	102555	P	11/21/25	10111020 610106	ADVERTISING	195.85
INVOICE:	531191									
217564	11/07/25			22602695	102555	P	11/21/25	10111020 610106	ADVERTISING	452.20
INVOICE:	531258									
VENDOR TOTALS				1,558.10	YTD INVOICED			2,405.85	YTD PAID	965.67
10658 IMPERIAL VALLEY PROPERTIES										

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	217328	11/17/25			102556	P	11/21/25	10110002 420105	BUSINESS LICENSE	4.60
	INVOICE: 217328									
VENDOR TOTALS				.00	YTD INVOICED			4.60	YTD PAID	4.60
141 IMPERIAL VALLEY TERMITE	217565	10/13/25		22602504	102557	P	11/21/25	10121010 610113	PROFESSIONAL FEES (O)	110.00
	INVOICE: 0356576									
VENDOR TOTALS				409.00	YTD INVOICED			360.00	YTD PAID	110.00
3760 JADE SECURITY SYSTEMS INC.	217566	11/10/25		22602761	102558	P	11/21/25	10123010 610113	PROFESSIONAL FEES (O)	223.96
	INVOICE: 4654/DEC2025									
VENDOR TOTALS				2,372.54	YTD INVOICED			273.96	YTD PAID	223.96
821 JCI JONES CHEMICALS, INC.	217320	10/17/25		22602633	102559	P	11/21/25	50195110 620136	TREATMENT CHEMICALS	10,611.43
	INVOICE: 981613									
VENDOR TOTALS				40,230.64	YTD INVOICED			10,611.43	YTD PAID	10,611.43
662 JJJ ENTERPRISES	217482	11/01/25		22602699	102560	P	11/21/25	10152060 610113	PROFESSIONAL FEES/OTHER	105.00
	INVOICE: 121176									
VENDOR TOTALS				.00	YTD INVOICED			105.00	YTD PAID	105.00
2880 JORDAN IMPLEMENT CO.	217609	11/18/25		22602643	102561	P	11/21/25	50295210 730104	HEAVY EQUIPMENT	49,997.93
	INVOICE: E01974									
VENDOR TOTALS				.00	YTD INVOICED			49,997.93	YTD PAID	49,997.93
899 JUNIOR'S CAFE	217567	11/18/25		22602700	102562	P	11/21/25	10152010 610113	PROFESSIONAL FEES (O)	1,318.35
	INVOICE: 13-19005									
VENDOR TOTALS				209.33	YTD INVOICED			1,318.35	YTD PAID	1,318.35
6291 K-C WELDING & RENTALS INC.	217321	10/28/25		22602651	102563	P	11/21/25	50195110 620130	MAINTENANCE SUPPLIES	42.14
	INVOICE: 219923									
VENDOR TOTALS				15,596.31	YTD INVOICED			4,718.59	YTD PAID	42.14
10655 KEVIN JEWELERS	217324	11/17/25			102564	P	11/21/25	10110002 420105	BUSINESS LICENSE	663.26
	INVOICE: 217324									

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VENDOR TOTALS		.00 YTD INVOICED			663.26 YTD PAID			663.26		
610 KNORR SYSTEMS, INC.										
217322	10/24/25	22602524	102565	P	11/21/25	10152060	610113	PROFESSIONAL FEES/OTHER	3,862.12	
INVOICE: 287513										
217483	10/21/25	22602696	102565	P	11/21/25	10152060	610113	PROFESSIONAL FEES/OTHER	1,380.25	
INVOICE: 287220										
217484	10/29/25	22602697	102565	P	11/21/25	10152060	610113	PROFESSIONAL FEES/OTHER	2,185.02	
INVOICE: 287357										
217485	10/30/25	22602698	102565	P	11/21/25	10152060	610113	PROFESSIONAL FEES/OTHER	62.23	
INVOICE: 288188										
VENDOR TOTALS		3,795.82 YTD INVOICED			7,489.62 YTD PAID			7,489.62		
4406 LABRUCHERIE IRRIGATION SUPPLY										
217323	10/16/25	22602649	102566	P	11/21/25	50195110	620139	PIPE FITTINGS	25.54	
INVOICE: 312325C										
217333	10/29/25	22602649	102566	P	11/21/25	50195110	620114	OTHER SAFETY SUPPLIES	25.96	
INVOICE: 313330C										
217334	10/27/25	22602649	102566	P	11/21/25	50195110	630117	METER MAINTENANCE	2,663.84	
INVOICE: 313097C										
217335	11/03/25	22602649	102566	P	11/21/25	50195110	630111	OTHER FACILITY MAINT.	840.58	
INVOICE: 313646C										
217486	10/14/25	22602636	102566	P	11/21/25	50295210	630108	FIELD/SHOP EQUIP. MAINT.	301.02	
INVOICE: 312136C										
217487	10/16/25	22602636	102566	P	11/21/25	50295210	630108	FIELD/SHOP EQUIP. MAINT.	443.70	
INVOICE: 312347C										
217488	10/17/25	22602636	102566	P	11/21/25	50295210	630108	FIELD/SHOP EQUIP. MAINT.	272.73	
INVOICE: 312432C										
217489	10/23/25	22602636	102566	P	11/21/25	50295210	630108	FIELD/SHOP EQUIP. MAINT.	88.83	
INVOICE: 312861C										
217490	10/16/25	22602569	102566	P	11/21/25	10151010	620112	PROTECTIVE CLOTHING	36.17	
INVOICE: 312378C										
217490	10/16/25	22602569	102566	P	11/21/25	10151010	630108	FIELD/SHOP EQUIP. MAINT.	183.78	
INVOICE: 312378C										
217491	10/20/25	22602569	102566	P	11/21/25	10151010	620123	IRRIGATION & SPRINKLERS	757.66	
INVOICE: 312639C										
217492	10/20/25	22602569	102566	P	11/21/25	10151010	620123	IRRIGATION & SPRINKLERS	252.14	
INVOICE: 312559C										
217493	10/20/25	22602569	102566	P	11/21/25	10151010	620123	IRRIGATION & SPRINKLERS	78.32	
INVOICE: 312561C										
217494	10/20/25	22602569	102566	P	11/21/25	10151010	620123	IRRIGATION & SPRINKLERS	85.73	
INVOICE: 312620C										
217495	10/21/25	22602569	102566	P	11/21/25	10151010	620123	IRRIGATION & SPRINKLERS	206.92	
INVOICE: 312821C										
217496	10/21/25	22602569	102566	P	11/21/25	10151010	620123	IRRIGATION & SPRINKLERS	20.28	
INVOICE: 312671C										
217497	10/22/25	22602569	102566	P	11/21/25	10151010	620123	IRRIGATION & SPRINKLERS	140.37	
INVOICE: 312749C										
217498	10/24/25	22602569	102566	P	11/21/25	20434060	620130	MAINTENANCE SUPPLIES	49.88	

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	INVOICE: 312990C									
217499	10/29/25			22602569	102566	P	11/21/25	10151010 620123	IRRIGATION & SPRINKLERS	78.13
	INVOICE: 313274C									
217499	10/29/25			22602569	102566	P	11/21/25	10151010 620130	MAINTENANCE SUPPLIES	26.04
	INVOICE: 313274C									
VENDOR TOTALS				10,125.00	YTD INVOICED			17,473.75	YTD PAID	6,577.62
2790	LANDMARK CONSULTANTS, INC.									
217336	10/28/25			22602664	102567	P	11/21/25	41221010 750004	POLICE STATION (PD)	1,440.00
	INVOICE: LE1125-42									
VENDOR TOTALS				7,200.00	YTD INVOICED			10,980.00	YTD PAID	1,440.00
8754	LESLIE'S SWIMMING POOL SUPPLIES									
217337	10/21/25			22602521	102568	P	11/21/25	10152060 620133	SWIMMING POOL SUPPLIES	172.79
	INVOICE: 00652-02-067372									
217500	11/05/25			22602735	102568	P	11/21/25	10152060 620133	SWIMMING POOL SUPPLIES	115.20
	INVOICE: 00652-02-067620									
VENDOR TOTALS				326.26	YTD INVOICED			287.99	YTD PAID	287.99
8700	CESAR LIRA									
217610	11/04/25			22602734	102569	P	11/21/25	29951010 610135	SPECIAL EVENTS	160.00
	INVOICE: 217610									
217611	11/04/25			22602734	102569	P	11/21/25	29951010 610135	SPECIAL EVENTS	288.00
	INVOICE: 217611									
VENDOR TOTALS				.00	YTD INVOICED			448.00	YTD PAID	448.00
8026	MAN-K9 INC.									
217568	10/15/25			22602537	102570	P	11/21/25	10121010 620144	K-9 SUPPLIES	2,320.00
	INVOICE: MTN-OCT2025-3									
VENDOR TOTALS				.00	YTD INVOICED			2,320.00	YTD PAID	2,320.00
5744	MARIO ROACHO/XTREME PRO AUDIO									
217612	11/07/25			22602828	102571	P	11/21/25	29951010 610135	SPECIAL EVENTS	1,850.00
	INVOICE: 217612									
VENDOR TOTALS				.00	YTD INVOICED			1,850.00	YTD PAID	1,850.00
276	MCNEECE BROS. OIL CO. INC.									
217338	10/31/25			22602665	102572	P	11/21/25	10118010 630112	GASOLINE & OIL	1,008.54
	INVOICE: 920524									
217338	10/31/25			22602665	102572	P	11/21/25	10131010 630112	GASOLINE & OIL	21.16
	INVOICE: 920524									
217338	10/31/25			22602665	102572	P	11/21/25	10132010 630112	GASOLINE & OIL	2,595.85
	INVOICE: 920524									
217338	10/31/25			22602665	102572	P	11/21/25	10143010 630112	GASOLINE & OIL	128.68
	INVOICE: 920524									

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217338	INVOICE: 920524	10/31/25		22602665	102572	P	11/21/25	50195100 630112	GASOLINE & OIL	1,420.47
217338	INVOICE: 920524	10/31/25		22602665	102572	P	11/21/25	50195110 630112	GASOLINE & OIL	2,649.71
217338	INVOICE: 920524	10/31/25		22602665	102572	P	11/21/25	50195160 630112	GASOLINE & OIL	21.16
217338	INVOICE: 920524	10/31/25		22602665	102572	P	11/21/25	50295200 630112	GASOLINE & OIL	1,420.47
217338	INVOICE: 920524	10/31/25		22602665	102572	P	11/21/25	50295210 630112	GASOLINE & OIL	1,097.27
217338	INVOICE: 920524	10/31/25		22602665	102572	P	11/21/25	50295250 630112	GASOLINE & OIL	162.68
217338	INVOICE: 920524	10/31/25		22602665	102572	P	11/21/25	50295280 630112	GASOLINE & OIL	21.16
217338	INVOICE: 920524	10/31/25		22602665	102572	P	11/21/25	60496400 630112	GASOLINE & OIL	341.54
217339	INVOICE: 624097	10/30/25		22602589	102572	P	11/21/25	10123010 630112	GASOLINE & OIL	342.45
217340	INVOICE: 624096	10/30/25		22602589	102572	P	11/21/25	10123010 630112	GASOLINE & OIL	596.38
217341	INVOICE: 920540	10/31/25		22602590	102572	P	11/21/25	10123010 630112	GASOLINE & OIL	1,863.38
217501	INVOICE: 920526	10/31/25		22602689	102572	P	11/21/25	10152060 630112	GASOLINE & OIL	75.54
217569	INVOICE: 920525	10/31/25		22602896	102572	P	11/21/25	10141010 630112	GASOLINE & OIL	743.59
VENDOR TOTALS				13,684.08 YTD INVOICED				22,076.74 YTD PAID		14,510.03
6025 MED-TECH RESOURCE, INC.	217342	10/31/25		22600083	102573	P	11/21/25	10123040 620111	PARAMEDIC SUPPLIES	154.95
	INVOICE: 156067									
VENDOR TOTALS				.00 YTD INVOICED				154.95 YTD PAID		154.95
9859 RICARDO MENDOZA	217502	07/23/25		22602623	102574	P	11/21/25	50295210 610129	OTHER EXPENSE	399.00
	INVOICE: 8222									
VENDOR TOTALS				349.99 YTD INVOICED				399.00 YTD PAID		399.00
1156 METTLER-TOLEDO, INC.	217570	11/10/25		22601831	102575	P	11/21/25	50295210 620137	LAB TESTS & SUPPLIES	1,175.00
	INVOICE: 6554560287									
VENDOR TOTALS				.00 YTD INVOICED				1,175.00 YTD PAID		1,175.00
10433 MILLER MENDEL, INC.	217571	10/13/25		22602754	102576	P	11/21/25	10121050 610123	TRAINING	175.00
	INVOICE: 11724									

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VENDOR TOTALS					.00 YTD INVOICED			175.00 YTD PAID		175.00
10661 MITOSINKA, BARROS & SHARP CPA	217331	11/17/25			102577	P	11/21/25	10110002 420105	BUSINESS LICENSE	96.00
	INVOICE: 217331									
VENDOR TOTALS					.00 YTD INVOICED			96.00 YTD PAID		96.00
9626 MOTION INDUSTRIES, INC.	217503	10/31/25		22602650	102578	P	11/21/25	50295210 630103	GROUND/LANDSCAPING MAINT	313.39
	INVOICE: CA05-01148648									
VENDOR TOTALS					.00 YTD INVOICED			313.39 YTD PAID		313.39
2619 MOTOROLA SOLUTIONS, INC.	217572	08/20/25		22602345	102579	P	11/21/25	10121010 610114	PROFESSIONAL FEES (D)	1,693.93
	INVOICE: 1411201114									
VENDOR TOTALS					.00 YTD INVOICED			5,665.83 YTD PAID		1,693.93
9305 NUCo2	217504	10/17/25		22602739	102580	P	11/21/25	10152060 620136	TREATMENT CHEMICALS	312.76
	INVOICE: 81693004									
	217505	11/01/25		22602739	102580	P	11/21/25	10152060 620136	TREATMENT CHEMICALS	38.72
	INVOICE: 81602523									
VENDOR TOTALS					2,023.39 YTD INVOICED			351.48 YTD PAID		351.48
3700 ONE SOURCE DISTRIBUTORS INC	217343	10/01/25		22602653	102581	P	11/21/25	50195110 620130	MAINTENANCE SUPPLIES	9.08
	INVOICE: S008071126.001									
VENDOR TOTALS					561.29 YTD INVOICED			9.08 YTD PAID		9.08
10659 OTAY MESA SALES, INC	217329	11/17/25			102582	P	11/21/25	10110002 420105	BUSINESS LICENSE	36.40
	INVOICE: 217329									
VENDOR TOTALS					.00 YTD INVOICED			36.40 YTD PAID		36.40
8013 PADRE USA	217344	10/28/25		22602523	102583	P	11/21/25	10152060 620128	JANITORIAL SUPPLIES	40.59
	INVOICE: 16033248									
VENDOR TOTALS					3,521.76 YTD INVOICED			2,777.70 YTD PAID		40.59
9633 PEGASUS TELECOMMUNICATIONS CONSULTING GROUP	217345	10/31/25		22602661	102584	P	11/21/25	41221010 750004	POLICE STATION (PD)	1,875.00
	INVOICE: 217345									

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VENDOR TOTALS			3,375.00 YTD INVOICED			1,875.00 YTD PAID			1,875.00		
10623	PIONEERS MEMORIAL HOSPITAL FOUNDATION	217346	10/31/25	22602662	102585	P	11/21/25	10111010 610109	MEETING AND TRAVEL	150.00	
	INVOICE: GALA 2025 A										
VENDOR TOTALS			.00 YTD INVOICED			150.00 YTD PAID			150.00		
3940	POLYDYNE, INC.	217347	10/22/25	22602631	102586	P	11/21/25	50195110 620136	TREATMENT CHEMICALS	8,926.66	
	INVOICE: 1972080										
	217506	10/29/25	22602648	102586	P	11/21/25	50295210 620136	TREATMENT CHEMICALS	3,395.21		
	INVOICE: 1973795										
VENDOR TOTALS			39,660.25 YTD INVOICED			20,896.62 YTD PAID			12,321.87		
3121	PRO RECORD STORAGE & SHRED INC	217348	11/01/25	22602667	102587	P	11/21/25	10131010 610113	PROFESSIONAL FEES (O)	19.61	
	INVOICE: 0032806										
	217348	11/01/25	22602667	102587	P	11/21/25	50195160 610113	PROFESSIONAL FEES (O)	19.61		
	INVOICE: 0032806										
	217348	11/01/25	22602667	102587	P	11/21/25	50295280 610113	PROFESSIONAL FEES (O)	19.61		
	INVOICE: 0032806										
VENDOR TOTALS			881.65 YTD INVOICED			878.63 YTD PAID			58.83		
293	QUILL CORPORATION	217349	10/15/25	22602520	102588	P	11/21/25	10152060 620101	OFFICE SUPPLIES	119.46	
	INVOICE: 46194352										
VENDOR TOTALS			986.53 YTD INVOICED			216.43 YTD PAID			119.46		
8791	RICK'S ROADRUNNER LOCK & SAFE	217507	10/21/25	22602604	102589	P	11/21/25	10153010 630101	BUILDING MAINT.	22.73	
	INVOICE: 23752										
	217508	10/22/25	22602604	102589	P	11/21/25	10153010 630101	BUILDING MAINT.	11.36		
	INVOICE: 23755										
VENDOR TOTALS			265.98 YTD INVOICED			54.65 YTD PAID			34.09		
8647	TASHA ROBLES	217509	11/15/25	22602551	102590	P	11/21/25	10152040 610113	PROFESSIONAL FEES (O)	400.00	
	INVOICE: 202526										
VENDOR TOTALS			.00 YTD INVOICED			400.00 YTD PAID			400.00		
3913	DANIEL ROMERO	217632	09/24/25	22601740	102591	P	11/21/25	10121050 610123	TRAINING	1,009.00	
	INVOICE: 217632										

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		.00 YTD INVOICED			1,009.00 YTD PAID			1,009.00		
1656 SECURITAS SEC. SERV. USA, INC.	217350	10/31/25		22602674	102592	P	11/21/25	29934060 610113	PROFESSIONAL FEES/OTHER	4,872.32
	INVOICE: 12351208									
VENDOR TOTALS		13,438.60 YTD INVOICED			8,672.20 YTD PAID			4,872.32		
330 SHERWIN WILLIAMS CO.	217510	10/21/25		22602565	102593	P	11/21/25	10151010 620131	PAINTING SUPPLIES	271.80
	INVOICE: 0702-7									
	217511	08/21/25		22602790	102593	P	11/21/25	10132010 620119	TRAFFIC PAINT	3,065.64
	INVOICE: 0820-6									
	217512	09/25/25		22602790	102593	P	11/21/25	10132010 620119	TRAFFIC PAINT	1,111.94
	INVOICE: 15318191200925									
	217514	10/02/25		22602790	102593	P	11/21/25	10132010 620119	TRAFFIC PAINT	4,447.78
	INVOICE: 16944191201025									
	217515	10/09/25		22602790	102593	P	11/21/25	10132010 620119	TRAFFIC PAINT	39.62
	INVOICE: 18221191201025									
VENDOR TOTALS		.00 YTD INVOICED			10,171.45 YTD PAID			8,936.78		
213 SOUTHERN CALIFORNIA GAS CO	217351	10/17/25		22602588	102594	P	11/21/25	10123010 610102	NATURAL GAS	111.48
	INVOICE: 09772541000/OCT2025									
	217516	10/20/25		22602687	102594	P	11/21/25	10152060 610102	NATURAL GAS	2,285.19
	INVOICE: 07892745899/OCT2025									
	217517	09/18/25		22602554	102594	P	11/21/25	10152030 610102	NATURAL GAS	15.99
	INVOICE: 04322688005/SEPT2025									
VENDOR TOTALS		4,956.03 YTD INVOICED			4,661.93 YTD PAID			2,412.66		
4920 SPARKLETTS	217518	10/24/25		22602710	102595	P	11/21/25	10162010 610129	OTHER EXPENSE	54.95
	INVOICE: 0518730257267									
VENDOR TOTALS		63.94 YTD INVOICED			54.95 YTD PAID			54.95		
405 STATE BOARD OF EQUALIZATION	217573	11/18/25		22602910	102596	P	11/21/25	10110006 460115	SWIMMING POOL FEES	39.50
	INVOICE: 217573									
	217573	11/18/25		22602910	102596	P	11/21/25	10112010 610129	OTHER EXPENSE	5.05
	INVOICE: 217573									
	217573	11/18/25		22602910	102596	P	11/21/25	10118010 620131	PAINTING SUPPLIES	.20
	INVOICE: 217573									
	217573	11/18/25		22602910	102596	P	11/21/25	10119010 720101	OFFICE MACHINES	52.39
	INVOICE: 217573									
	217573	11/18/25		22602910	102596	P	11/21/25	10121010 610129	OTHER EXPENSE	61.85
	INVOICE: 217573									
	217573	11/18/25		22602910	102596	P	11/21/25	10121010 620144	K-9 SUPPLIES	2.14

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INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	10123010 620103	PRINTING	2.29
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	10123030 610129	OTHER EXPENSE	201.88
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	10132010 620140	SMALL TOOLS	3.27
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	10141010 620101	OFFICE SUPPLIES	.49
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	10151010 630108	FIELD/SHOP EQUIP. MAINT.	34.94
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	10152060 610129	OTHER EXPENSE	56.54
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	10153010 610129	OTHER EXPENSE	1.23
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	10153010 620101	OFFICE SUPPLIES	2.62
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	24393130 620101	OFFICE SUPPLIES	1.25
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	26453050 610129	OTHER EXPENSE	.32
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	26652100 610135	SPECIAL EVENTS	.96
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	29951080 710106	OTHER REAL PROPERTY	1,485.00
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	50195100 620112	PROTECTIVE CLOTHING	.30
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	50195110 620136	TREATMENT CHEMICALS	402.59
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	50295210 620137	LAB TESTS & SUPPLIES	4.57
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	50295210 630108	FIELD/SHOP EQUIP. MAINT.	477.51
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	60496400 630114	PARTS	.16
INVOICE:	217573									
217573	11/18/25			22602910	102596	P	11/21/25	60496400 630115	OUTSIDE MAINTENANCE	48.16
INVOICE:	217573									
VENDOR TOTALS				13,522.04	YTD INVOICED			2,885.21	YTD PAID	2,885.21
10497 SYSCO SAN DIEGO, INC.										
217519	09/26/25			22602752	102597	P	11/21/25	29951010 610135	SPECIAL EVENTS	1,713.04
INVOICE:	436735079									
VENDOR TOTALS				3,207.54	YTD INVOICED			2,136.25	YTD PAID	1,713.04
4062 TERMINIX OF IMPERIAL VALLEY										
217520	09/11/25			22602556	102598	P	11/21/25	10152030 610113	PROFESSIONAL FEES/OTHER	45.36
INVOICE:	1157818									
217521	10/03/25			22602556	102598	P	11/21/25	10152030 610113	PROFESSIONAL FEES/OTHER	45.36
INVOICE:	1160726									

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VENDOR TOTALS		417.12 YTD INVOICED			235.16 YTD PAID			90.72		
5974 THATCHER COMPANY OF CALIFORNIA	217353	10/10/25		22602609	102599	P	11/21/25	50195110 620136	TREATMENT CHEMICALS	19,800.00
INVOICE: 2025100115217										
VENDOR TOTALS		40,293.00 YTD INVOICED			19,800.00 YTD PAID			19,800.00		
10657 TOMMY'S SCREEN PRINTING	217327	11/17/25			102600	P	11/21/25	10110006 460125	FIRE DEPARTMENT FEES	5.31
INVOICE: 217327										
VENDOR TOTALS		.00 YTD INVOICED			5.31 YTD PAID			5.31		
6289 U.S. BANK	217576	09/22/25		22602426	102601	P	11/21/25	10113010 610143	WELLNESS PROGRAM	395.01
INVOICE: 01677605/9-22-25(4)										
217576	09/22/25		22602426	102601	P	11/21/25	10113010 620101	OFFICE SUPPLIES	39.15	
INVOICE: 01677605/9-22-25(4)										
217577	09/22/25		22602435	102601	P	11/21/25	10123010 620135	OTHER SUPPLIES	61.77	
INVOICE: 73161521/9-22-25										
217577	09/22/25		22602435	102601	P	11/21/25	10123010 630107	COMMUNICATION EQUIPMENT M	102.80	
INVOICE: 73161521/9-22-25										
217577	09/22/25		22602435	102601	P	11/21/25	10123010 630108	FIELD/SHOP EQUIP. MAINT.	171.47	
INVOICE: 73161521/9-22-25										
217577	09/22/25		22602435	102601	P	11/21/25	10123010 630114	PARTS	142.90	
INVOICE: 73161521/9-22-25										
217577	09/22/25		22602435	102601	P	11/21/25	10123050 610123	TRAINING	99.00	
INVOICE: 73161521/9-22-25										
217578	09/22/25		22602445	102601	P	11/21/25	10123010 630115	OUTSIDE MAINTENANCE	3,150.00	
INVOICE: 73161521/9-22-25(1)										
217579	09/22/25		22602240	102601	P	11/21/25	10152060 610109	MEETING AND TRAVEL	464.52	
INVOICE: 02016654/9-22-25										
217579	09/22/25		22602240	102601	P	11/21/25	10152060 620101	OFFICE SUPPLIES	52.60	
INVOICE: 02016654/9-22-25										
217579	09/22/25		22602240	102601	P	11/21/25	10152060 620130	MAINTENANCE SUPPLIES	115.50	
INVOICE: 02016654/9-22-25										
217579	09/22/25		22602240	102601	P	11/21/25	10152060 620133	SWIMMING POOL SUPPLIES	219.05	
INVOICE: 02016654/9-22-25										
217581	09/22/25		22602331	102601	P	11/21/25	10152030 610129	OTHER EXPENSE	1,414.29	
INVOICE: 53207468/9-22-25										
217582	09/22/25		22602222	102601	P	11/21/25	10152010 610129	OTHER EXPENSE	65.00	
INVOICE: 65370866/9-22-25										
217582	09/22/25		22602222	102601	P	11/21/25	10152010 760002	FIRST 5 - GRANT	44.79	
INVOICE: 65370866/9-22-25										
217582	09/22/25		22602222	102601	P	11/21/25	10152020 610109	MEETING AND TRAVEL	92.81	
INVOICE: 65370866/9-22-25										
217582	09/22/25		22602222	102601	P	11/21/25	10152020 610129	OTHER EXPENSE	231.14	
INVOICE: 65370866/9-22-25										
217582	09/22/25		22602222	102601	P	11/21/25	10152030 610129	OTHER EXPENSE	209.90	

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INVOICE:	65370866/9-22-25									
217582	09/22/25	22602222	102601	P	11/21/25	10152050	610113	PROFESSIONAL FEES (O)	152.23	
INVOICE:	65370866/9-22-25									
217582	09/22/25	22602222	102601	P	11/21/25	10152050	610121	DUES & SUBSCRIPTIONS	15.99	
INVOICE:	65370866/9-22-25									
217582	09/22/25	22602222	102601	P	11/21/25	10152050	610129	OTHER EXPENSE	1,185.28	
INVOICE:	65370866/9-22-25									
217582	09/22/25	22602222	102601	P	11/21/25	10152050	620115	ATHLETIC FIELD SUPP	236.97	
INVOICE:	65370866/9-22-25									
217582	09/22/25	22602222	102601	P	11/21/25	10152070	610129	OTHER EXPENSE	354.43	
INVOICE:	65370866/9-22-25									
217582	09/22/25	22602222	102601	P	11/21/25	29951010	610135	SPECIAL EVENTS	518.33	
INVOICE:	65370866/9-22-25									
217583	09/22/25	22602416	102601	P	11/21/25	50295210	630108	FIELD/SHOP EQUIP. MAINT.	799.80	
INVOICE:	65370841/9-22-25									
217584	09/22/25	22602417	102601	P	11/21/25	50295210	620137	LAB TESTS & SUPPLIES	573.10	
INVOICE:	65370841/9-22-25(1)									
217585	09/22/25	22602238	102601	P	11/21/25	10152060	610106	ADVERTISING	142.25	
INVOICE:	02068424/9-22-25									
217585	09/22/25	22602238	102601	P	11/21/25	10152060	610109	MEETING AND TRAVEL	76.26	
INVOICE:	02068424/9-22-25									
217586	09/22/25	22602239	102601	P	11/21/25	10152060	610129	OTHER EXPENSE	620.00	
INVOICE:	02068424/9-22-25(1)									
217587	10/22/25	22602585	102601	P	11/21/25	10162010	610109	MEETING & TRAVEL	357.89	
INVOICE:	73165803/10-22-25									
217587	10/22/25	22602585	102601	P	11/21/25	10162010	620101	OFFICE SUPPLIES	37.64	
INVOICE:	73165803/10-22-25									
217588	09/22/25	22602514	102601	P	11/21/25	10162010	610113	PROFESSIONAL FEES (O)	359.88	
INVOICE:	00758976/9-22-25									
217589	10/22/25	22602532	102601	P	11/21/25	10113010	610109	MEETING AND TRAVEL	64.81	
INVOICE:	01677605/10-22-25									
217589	10/22/25	22602532	102601	P	11/21/25	10113010	610121	DUES & SUBSCRIPTIONS	431.86	
INVOICE:	01677605/10-22-25									
217590	10/22/25	22602533	102601	P	11/21/25	10113010	610109	MEETING AND TRAVEL	599.94	
INVOICE:	01677605/10-22-25(1)									
217591	10/22/25	22602536	102601	P	11/21/25	10113010	610129	OTHER EXPENSE	15.90	
INVOICE:	01677605/10-22-25(2)									
217591	10/22/25	22602536	102601	P	11/21/25	10113010	610143	WELLNESS PROGRAM	90.25	
INVOICE:	01677605/10-22-25(2)									
217591	10/22/25	22602536	102601	P	11/21/25	10113010	620101	OFFICE SUPPLIES	329.59	
INVOICE:	01677605/10-22-25(2)									
217592	10/22/25	22602671	102601	P	11/21/25	10111010	610109	MEETING AND TRAVEL	906.99	
INVOICE:	63957516/10-22-25									
217593	10/22/25		102601	P	11/21/25	10111010	610109	MEETING AND TRAVEL	-300.63	
INVOICE:	63957516/CR10-22-25									
217594	10/22/25	22602639	102601	P	11/21/25	10118010	630115	OUTSIDE MAINTENANCE	42.22	
INVOICE:	02867362/10-22-25									
217595	10/22/25	22602673	102601	P	11/21/25	10111020	620101	OFFICE SUPPLIES	167.12	
INVOICE:	63957516/10-22-25(1)									
217596	10/22/25	22602672	102601	P	11/21/25	10111010	610109	MEETING AND TRAVEL	900.00	
INVOICE:	63957516/10-22-25(2)									

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217598		10/22/25		22602757	102601	P	11/21/25	10141010 610123	TRAINING	1,775.00
	INVOICE:	58077932/10-22-25								
217599		10/22/25		22602758	102601	P	11/21/25	10141010 610107	BOOKS & PERIODICALS	191.75
	INVOICE:	58077932/10-22-25(1)								
217599		10/22/25		22602758	102601	P	11/21/25	10141010 620101	OFFICE SUPPLIES	268.52
	INVOICE:	58077932/10-22-25(1)								
217599		10/22/25		22602758	102601	P	11/21/25	10141010 620102	POSTAGE	29.50
	INVOICE:	58077932/10-22-25(1)								
217599		10/22/25		22602758	102601	P	11/21/25	10141010 620140	SMALL TOOLS	134.13
	INVOICE:	58077932/10-22-25(1)								
217599		10/22/25		22602758	102601	P	11/21/25	10144010 610109	MEETING AND TRAVEL	32.33
	INVOICE:	58077932/10-22-25(1)								
217599		10/22/25		22602758	102601	P	11/21/25	10144010 620101	OFFICE SUPPLIES	306.38
	INVOICE:	58077932/10-22-25(1)								
217600		10/22/25		22602723	102601	P	11/21/25	10112010 620101	OFFICE SUPPLIES	882.71
	INVOICE:	66427087/10-22-25								
217601		10/22/25		22602721	102601	P	11/21/25	10111010 610110	MAYOR'S EXPENSE	204.57
	INVOICE:	66427087/10-22-25(1)								
217601		10/22/25		22602721	102601	P	11/21/25	10112010 610109	MEETING AND TRAVEL	276.66
	INVOICE:	66427087/10-22-25(1)								
217601		10/22/25		22602721	102601	P	11/21/25	10112010 610129	OTHER EXPENSE	69.23
	INVOICE:	66427087/10-22-25(1)								
217602		09/22/25		22602601	102601	P	11/21/25	10123010 610129	OTHER EXPENSE	737.30
	INVOICE:	01996229/9-22-25								
217602		09/22/25		22602601	102601	P	11/21/25	10123010 620112	PROTECTIVE CLOTHING	128.00
	INVOICE:	01996229/9-22-25								
217602		09/22/25		22602601	102601	P	11/21/25	10123010 630108	FIELD/SHOP EQUIP. MAINT.	38.08
	INVOICE:	01996229/9-22-25								
217602		09/22/25		22602601	102601	P	11/21/25	10123010 630112	GASOLINE & OIL	251.48
	INVOICE:	01996229/9-22-25								
217603		10/22/25		22602832	102601	P	11/21/25	10144010 610109	MEETING AND TRAVEL	800.00
	INVOICE:	58077932/10-22-25(2)								
217604		10/22/25		22602670	102601	P	11/21/25	10111010 610109	MEETING AND TRAVEL	593.11
	INVOICE:	63957516/10-22-25(3)								
217605		09/22/25		22601968	102601	P	11/21/25	10121010 620144	K-9 SUPPLIES	95.00
	INVOICE:	00890878/9-22-25								
VENDOR TOTALS				71,041.30	YTD INVOICED			38,232.11	YTD PAID	22,563.55
9871	USA BLUE BOOK									
217354		10/10/25		22602641	102602	P	11/21/25	50195110 630117	METER MAINTENANCE	1,447.25
	INVOICE:	INV00854088								
217355		10/14/25		22602641	102602	P	11/21/25	50195110 630117	METER MAINTENANCE	669.94
	INVOICE:	INV00856224								
217356		10/10/25		22602641	102602	P	11/21/25	50195110 630117	METER MAINTENANCE	634.11
	INVOICE:	INV00854141								
VENDOR TOTALS				6,509.05	YTD INVOICED			2,751.30	YTD PAID	2,751.30
5112	USA TODAY									
217523		10/31/25		22602599	102603	P	11/21/25	10153010 610121	DUES & SUBSCRIPTIONS	51.72

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INVOICE:	UT4422376/OCT2025									
217524	11/01/25	22602600	102603	P	11/21/25	10153010	610121	DUES & SUBSCRIPTIONS	35.28	
INVOICE:	UT4422376/NOV2025									
VENDOR TOTALS		101.53	YTD INVOICED					87.00	YTD PAID	87.00
7951 VESTIS SERVICES, LLC										
217357	09/05/25	22602473	102604	P	11/21/25	10151010	610125	UNIFORM RENTAL	99.17	
INVOICE:	5220571460									
217357	09/05/25	22602473	102604	P	11/21/25	10151010	620128	JANITORIAL SUPPLIES	24.25	
INVOICE:	5220571460									
217358	09/12/25	22602473	102604	P	11/21/25	10151010	610125	UNIFORM RENTAL	35.40	
INVOICE:	5220574525									
217358	09/12/25	22602473	102604	P	11/21/25	10151010	620128	JANITORIAL SUPPLIES	34.50	
INVOICE:	5220574525									
217361	09/19/25	22602473	102604	P	11/21/25	10151010	610125	UNIFORM RENTAL	35.40	
INVOICE:	5220577539									
217361	09/19/25	22602473	102604	P	11/21/25	10151010	620128	JANITORIAL SUPPLIES	39.62	
INVOICE:	5220577539									
217362	09/26/25	22602473	102604	P	11/21/25	10151010	610125	UNIFORM RENTAL	35.40	
INVOICE:	5220580532									
217362	09/26/25	22602473	102604	P	11/21/25	10151010	620128	JANITORIAL SUPPLIES	34.50	
INVOICE:	5220580532									
217363	10/03/25	22602396	102604	P	11/21/25	50295210	620128	JANITORIAL SUPPLIES	155.97	
INVOICE:	5220583516									
217365	10/03/25	22602396	102604	P	11/21/25	50295210	610125	UNIFORM RENTAL	154.59	
INVOICE:	5220583515									
217366	09/26/25	22602394	102604	P	11/21/25	50295210	620128	JANITORIAL SUPPLIES	155.97	
INVOICE:	5220580531									
217367	09/26/25	22602394	102604	P	11/21/25	50295210	610125	UNIFORM RENTAL	203.17	
INVOICE:	5220580530									
217368	10/10/25	22602494	102604	P	11/21/25	60496400	610125	UNIFORM RENTAL	16.52	
INVOICE:	5220586522									
217369	10/10/25	22602494	102604	P	11/21/25	10132010	620128	JANITORIAL SUPPLIES	12.93	
INVOICE:	5220586526									
217369	10/10/25	22602494	102604	P	11/21/25	50195100	620128	JANITORIAL SUPPLIES	12.93	
INVOICE:	5220586526									
217369	10/10/25	22602494	102604	P	11/21/25	50295200	620128	JANITORIAL SUPPLIES	12.96	
INVOICE:	5220586526									
217369	10/10/25	22602494	102604	P	11/21/25	60496400	620128	JANITORIAL SUPPLIES	12.93	
INVOICE:	5220586526									
217370	09/05/25	22602320	102604	P	11/21/25	10152010	610125	UNIFORM RENTAL	66.86	
INVOICE:	5220571469									
217371	09/12/25	22602320	102604	P	11/21/25	10152010	610125	UNIFORM RENTAL	21.42	
INVOICE:	5220574534									
217372	09/19/25	22602320	102604	P	11/21/25	10152010	610125	UNIFORM RENTAL	21.42	
INVOICE:	5220577548									
217373	09/26/25	22602320	102604	P	11/21/25	10152010	610125	UNIFORM RENTAL	21.42	
INVOICE:	5220580541									
217374	09/05/25	22602320	102604	P	11/21/25	10152010	620128	JANITORIAL SUPPLIES	73.61	
INVOICE:	5220571468									

CITY OF EL CENTRO

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	217375	09/12/25		22602320	102604	P	11/21/25	10152010 620128	JANITORIAL SUPPLIES	73.61
	INVOICE: 5220574533									
	217376	09/19/25		22602320	102604	P	11/21/25	10152010 620128	JANITORIAL SUPPLIES	73.61
	INVOICE: 5220577547									
	217377	09/26/25		22602320	102604	P	11/21/25	10152010 620128	JANITORIAL SUPPLIES	73.61
	INVOICE: 5220580540									
	217378	09/05/25		22602320	102604	P	11/21/25	10152050 620128	JANITORIAL SUPPLIES	33.16
	INVOICE: 5220571467									
	217379	09/12/25		22602320	102604	P	11/21/25	10152050 620128	JANITORIAL SUPPLIES	46.66
	INVOICE: 5220574532									
	217380	09/19/25		22602320	102604	P	11/21/25	10152050 620128	JANITORIAL SUPPLIES	46.66
	INVOICE: 5220577546									
	217381	09/26/25		22602320	102604	P	11/21/25	10152050 620128	JANITORIAL SUPPLIES	46.66
	INVOICE: 5220580539									
	217382	10/03/25		22602220	102604	P	11/21/25	10152110 610125	UNIFORM RENTAL	6.84
	INVOICE: 5220583522									
	217383	10/03/25		22602220	102604	P	11/21/25	10152110 610113	PROFESSIONAL FEES/OTHER	32.95
	INVOICE: 5220583512									
	217383	10/03/25		22602220	102604	P	11/21/25	10152110 620128	JANITORIAL SUPPLIES	22.35
	INVOICE: 5220583512									
	217384	09/05/25		22602183	102604	P	11/21/25	10152030 620128	JANITORIAL SUPPLIES	36.53
	INVOICE: 5220571479									
	217385	09/12/25		22602183	102604	P	11/21/25	10152030 620128	JANITORIAL SUPPLIES	36.53
	INVOICE: 5220574538									
	217386	09/19/25		22602183	102604	P	11/21/25	10152030 620128	JANITORIAL SUPPLIES	36.53
	INVOICE: 5220577558									
	217387	09/26/25		22602183	102604	P	11/21/25	10152030 620128	JANITORIAL SUPPLIES	36.53
	INVOICE: 5220580545									
	217388	09/26/25		22602402	102604	P	11/21/25	60496400 610125	UNIFORM RENTAL	16.52
	INVOICE: 5220580542									
	217389	09/26/25		22602402	102604	P	11/21/25	10132010 620128	JANITORIAL SUPPLIES	12.93
	INVOICE: 5220580546									
	217389	09/26/25		22602402	102604	P	11/21/25	50195100 620128	JANITORIAL SUPPLIES	12.93
	INVOICE: 5220580546									
	217389	09/26/25		22602402	102604	P	11/21/25	50295200 620128	JANITORIAL SUPPLIES	12.93
	INVOICE: 5220580546									
	217389	09/26/25		22602402	102604	P	11/21/25	60496400 620128	JANITORIAL SUPPLIES	12.96
	INVOICE: 5220580546									
	217390	08/08/25			102604	P	11/21/25	60496400 610125	UNIFORM RENTAL	-302.50
	INVOICE: 522004423									
	217391	10/03/25		22602407	102604	P	11/21/25	10132010 620128	JANITORIAL SUPPLIES	12.93
	INVOICE: 5220583537									
	217391	10/03/25		22602407	102604	P	11/21/25	50195100 620128	JANITORIAL SUPPLIES	12.93
	INVOICE: 5220583537									
	217391	10/03/25		22602407	102604	P	11/21/25	50295200 620128	JANITORIAL SUPPLIES	12.93
	INVOICE: 5220583537									
	217391	10/03/25		22602407	102604	P	11/21/25	60496400 620128	JANITORIAL SUPPLIES	12.96
	INVOICE: 5220583537									
	217392	10/03/25		22602407	102604	P	11/21/25	60496400 610125	UNIFORM RENTAL	16.52
	INVOICE: 5220583527									
	217393	09/26/25		22602614	102604	P	11/21/25	50195110 620128	JANITORIAL SUPPLIES	99.67

CITY OF EL CENTRO

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	5220580533									
217394	10/10/25	22602614	102604	P	11/21/25	50195110	620128	JANITORIAL SUPPLIES	99.67	
INVOICE:	5220586513									
217395	09/26/25	22602614	102604	P	11/21/25	50195110	610125	UNIFORM RENTAL	73.31	
INVOICE:	5220580534									
217396	10/10/25	22602614	102604	P	11/21/25	50195110	610125	UNIFORM RENTAL	159.91	
INVOICE:	5220586514									
217397	09/05/25	22602036	102604	P	11/21/25	50195110	610125	UNIFORM RENTAL	73.31	
INVOICE:	5220571462									
217398	09/19/25	22602036	102604	P	11/21/25	50195110	610125	UNIFORM RENTAL	73.31	
INVOICE:	5220577541									
217399	10/03/25	22602036	102604	P	11/21/25	50195110	610125	UNIFORM RENTAL	73.31	
INVOICE:	5220583519									
217400	09/05/25	22602036	102604	P	11/21/25	50195110	620128	JANITORIAL SUPPLIES	97.44	
INVOICE:	5220571461									
217401	09/19/25	22602036	102604	P	11/21/25	50195110	620128	JANITORIAL SUPPLIES	99.67	
INVOICE:	5220577540									
217402	10/03/25	22602036	102604	P	11/21/25	50195110	620128	JANITORIAL SUPPLIES	99.67	
INVOICE:	5220583518									
217403	10/24/25	22602666	102604	P	11/21/25	10118010	610125	UNIFORM RENTAL	83.69	
INVOICE:	5220592452									
217404	10/24/25	22602666	102604	P	11/21/25	10118010	620128	JANITORIAL SUPPLIES	54.70	
INVOICE:	5220592453									
217405	09/26/25	22602617	102604	P	11/21/25	10118010	610125	UNIFORM RENTAL	1,127.17	
INVOICE:	5220580535									
217406	10/10/25		102604	P	11/21/25	10118010	610125	UNIFORM RENTAL	-1,038.20	
INVOICE:	522004882									
217407	10/10/25	22602519	102604	P	11/21/25	10152060	610125	UNIFORM RENTAL	13.58	
INVOICE:	5220586518									
217408	10/10/25	22602519	102604	P	11/21/25	10152060	610125	UNIFORM RENTAL	29.60	
INVOICE:	5220586508									
217527	09/11/25	22601841	102604	P	11/21/25	50195110	610129	OTHER EXPENSE	280.14	
INVOICE:	27473501									
VENDOR TOTALS		6,106.91	YTD INVOICED			4,373.73	YTD PAID		3,217.16	
1577 VIC'S AIR CONDITIONING & ELECTRICAL										
217525	07/12/25	22602553	102605	P	11/21/25	10152040	610113	PROFESSIONAL FEES (O)	285.00	
INVOICE:	101845									
VENDOR TOTALS		.00	YTD INVOICED			285.00	YTD PAID		285.00	
9097 VIRTUAL PROJECT MANAGER LLC										
217409	10/29/25	22602658	102606	P	11/21/25	20532040	610113	PROFESSIONAL FEES/OTHER	600.00	
INVOICE:	12-4719									
217409	10/29/25	22602658	102606	P	11/21/25	50195110	610113	PROFESSIONAL FEES (O)	200.00	
INVOICE:	12-4719									
217409	10/29/25	22602658	102606	P	11/21/25	50295210	610113	PROFESSIONAL FEES (O)	200.00	
INVOICE:	12-4719									

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS				.00 YTD INVOICED				1,000.00 YTD PAID		1,000.00
528 WAXIE SANITARY SUPPLY										
217410	10/23/25	22602591	102607	P	11/21/25	10123010	620128	JANITORIAL SUPPLIES		454.15
INVOICE: 83591408										
217411	10/27/25	22602626	102607	P	11/21/25	10118010	620128	JANITORIAL SUPPLIES		475.01
INVOICE: 83599067										
217412	07/09/24		102607	P	11/21/25	10118010	620128	JANITORIAL SUPPLIES		-208.38
INVOICE: CR82346355										
VENDOR TOTALS				5,783.77 YTD INVOICED				720.78 YTD PAID		720.78
2382 WEX BANK										
217413	11/15/25	22601273	102608	P	11/21/25	10123010	630112	GASOLINE & OIL		204.24
INVOICE: 108664442										
VENDOR TOTALS				.00 YTD INVOICED				204.24 YTD PAID		204.24
3543 ZAMORA'S BACKFLOW SERVICES										
217414	09/10/25	22602635	102609	P	11/21/25	50195110	610113	PROFESSIONAL FEES (O)		400.00
INVOICE: 8374										
217526	10/28/25	22602562	102609	P	11/21/25	10151010	610113	PROFESSIONAL FEES (O)		80.00
INVOICE: 8553										
VENDOR TOTALS				340.00 YTD INVOICED				3,950.00 YTD PAID		480.00
REPORT TOTALS										1,071,937.30

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	119	1,071,937.30

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WARRANT: 112625

TO FISCAL 2026/01 11/07/2025 TO 11/28/2025

VENDOR	NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
7897	360 BUSINESS PRODUCTS										
	217634	11/07/25			22602924	102610	P	11/26/25	10115010 620101	OFFICE SUPPLIES	522.82
	INVOICE: WO-48856-1										
	217635	11/07/25			22602924	102610	P	11/26/25	10119010 620103	PRINTING	1,515.15
	INVOICE: OE-69184-1										
	217636	11/13/25			22602924	102610	P	11/26/25	10115010 610109	MEETING AND TRAVEL	47.27
	INVOICE: WO-48894-1										
VENDOR TOTALS			5,766.41 YTD INVOICED			8,735.22 YTD PAID			2,085.24		
9324	ACE HARDWARE CORPORATION										
	217637	10/08/25			22600764	102611	P	11/26/25	10123010 630101	BUILDING MAINT.	89.36
	INVOICE: J13459										
	217638	10/08/25			22600764	102611	P	11/26/25	10123010 630101	BUILDING MAINT.	8.65
	INVOICE: J13281										
	217639	07/11/25			22602797	102611	P	11/26/25	10132010 620114	OTHER SAFETY SUPPLIES	29.22
	INVOICE: I67485										
	217640	07/14/25			22602797	102611	P	11/26/25	10132010 620140	SMALL TOOLS	41.98
	INVOICE: I68514										
	217641	07/15/25			22602797	102611	P	11/26/25	10132010 620120	STREET CONSTRUCTION	80.08
	INVOICE: I68968										
	217642	07/21/25			22602797	102611	P	11/26/25	10132010 620120	STREET CONSTRUCTION	71.42
	INVOICE: I72490										
	217643	10/31/25			22602856	102611	P	11/26/25	60496400 630114	PARTS	126.36
	INVOICE: J22005										
VENDOR TOTALS			5,660.99 YTD INVOICED			5,038.34 YTD PAID			447.07		
6143	ADVANCE SERVICE INC.										
	217644	09/01/25			22602625	102612	P	11/26/25	20532040 610113	PROFESSIONAL FEES/OTHER	1,400.00
	INVOICE: 44102										
	217645	09/01/25			22602625	102612	P	11/26/25	20532040 610113	PROFESSIONAL FEES/OTHER	900.00
	INVOICE: 44098										
VENDOR TOTALS			25,978.00 YTD INVOICED			101,437.00 YTD PAID			2,300.00		
9455	ALL VALLEY FENCE & MATERIALS										
	217646	10/02/25			22602788	102613	P	11/26/25	10132010 630115	OUTSIDE MAINTENANCE	100.00
	INVOICE: 25-2379										
	217646	10/02/25			22602788	102613	P	11/26/25	50195100 630115	OUTSIDE MAINTENANCE	100.00
	INVOICE: 25-2379										
	217646	10/02/25			22602788	102613	P	11/26/25	50295200 630115	OUTSIDE MAINTENANCE	100.00
	INVOICE: 25-2379										
	217646	10/02/25			22602788	102613	P	11/26/25	60496400 630115	OUTSIDE MAINTENANCE	100.00
	INVOICE: 25-2379										
VENDOR TOTALS			.00 YTD INVOICED			400.00 YTD PAID			400.00		
10007	AMAZON CAPITAL SERVICES, INC.										
	217647	09/22/25			22602499	102614	P	11/26/25	50295250 620101	OFFICE SUPPLIES	69.26
	INVOICE: 1G4M-RM3N-HDYY										

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		15,879.49 YTD INVOICED			4,233.84 YTD PAID			69.26		
10514 AMERICAN BUSINESS BANK	217849	08/31/25		22602862	102615	P	11/26/25	50295210 750029	UV DESINFECTING SYSTEM	2,236.78
INVOICE: 2	217850	09/30/25		22602865	102615	P	11/26/25	50295210 750029	UV DESINFECTING SYSTEM	3,750.36
INVOICE: 3										
VENDOR TOTALS		1,814.95 YTD INVOICED			5,987.14 YTD PAID			5,987.14		
7 AMERICAN LINEN	217649	11/13/25		22602884	102616	P	11/26/25	10123010 620129	LAUNDRY SERVICE & SUPPLY	230.14
INVOICE: LYUM1921716										
VENDOR TOTALS		1,370.31 YTD INVOICED			983.26 YTD PAID			230.14		
8105 ARAG LLC	217845	11/26/25	1630		102617	P	11/26/25	101 201217	OTHER PAYROLL DEDUCTIONS	637.52
INVOICE: 217845										
VENDOR TOTALS		623.64 YTD INVOICED			637.52 YTD PAID			637.52		
9895 ARRINGTON WATKINS ARCHITECTS, LLC	217650	10/31/25		22602872	102618	P	11/26/25	41221010 750004	POLICE STATION (PD)	170,490.72
INVOICE: P2020.0523.01-202510										
VENDOR TOTALS		51,065.06 YTD INVOICED			237,250.21 YTD PAID			170,490.72		
6249 AT&T	217651	10/12/25		22602918	102619	P	11/26/25	10113040 610103	TELEPHONE	155.40
INVOICE: 217651	217651	10/12/25		22602918	102619	P	11/26/25	10114010 610103	TELEPHONE	61.27
INVOICE: 217651	217651	10/12/25		22602918	102619	P	11/26/25	10119010 610103	TELEPHONE	449.59
INVOICE: 217651	217651	10/12/25		22602918	102619	P	11/26/25	10121010 610103	TELEPHONE	301.76
INVOICE: 217651	217651	10/12/25		22602918	102619	P	11/26/25	10121020 610103	TELEPHONE	148.91
INVOICE: 217651	217651	10/12/25		22602918	102619	P	11/26/25	10151010 610103	TELEPHONE	128.07
INVOICE: 217651	217651	10/12/25		22602918	102619	P	11/26/25	10153010 610103	TELEPHONE	313.85
INVOICE: 217651	217651	10/12/25		22602918	102619	P	11/26/25	10162010 610103	TELEPHONE	31.41
INVOICE: 217651	217651	10/12/25		22602918	102619	P	11/26/25	50195110 610103	TELEPHONE	218.22
INVOICE: 217651	217651	10/12/25		22602918	102619	P	11/26/25	50295210 610103	TELEPHONE	186.90
INVOICE: 217651	217652	10/15/25		22602920	102619	P	11/26/25	10111010 610103	TELEPHONE	32.73

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TO FISCAL 2026/01 11/07/2025 TO 11/28/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10112010	610103	TELEPHONE	32.58	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10113010	610103	TELEPHONE	70.53	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10114010	610103	TELEPHONE	32.58	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10118010	610103	TELEPHONE	37.80	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10119010	610103	TELEPHONE	423.79	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10121010	610103	TELEPHONE	859.01	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10121020	610103	TELEPHONE	171.96	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10123010	610103	TELEPHONE	534.30	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10131010	610103	TELEPHONE	282.13	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10141010	610103	TELEPHONE	32.58	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10143010	610103	TELEPHONE	97.22	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10151010	610103	TELEPHONE	249.49	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10152020	610103	TELEPHONE	179.69	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10152030	610103	TELEPHONE	32.58	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10152050	610103	TELEPHONE	32.58	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10152060	610103	TELEPHONE	36.07	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10152110	610103	TELEPHONE	75.62	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10153010	610103	TELEPHONE	65.25	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	10162010	610103	TELEPHONE	597.06	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	50195100	610103	TELEPHONE	32.58	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	50195110	610103	TELEPHONE	277.70	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	50195120	610103	TELEPHONE	32.58	
INVOICE:	000024231821									
217652	10/15/25	22602920	102619	P	11/26/25	50295210	610103	TELEPHONE	264.83	
INVOICE:	000024231821									
217653	10/13/25	22602921	102619	P	11/26/25	10119010	610103	TELEPHONE	13.85	
INVOICE:	000024227639									
217653	10/13/25	22602921	102619	P	11/26/25	10131010	610103	TELEPHONE	83.10	
INVOICE:	000024227639									

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
217653		10/13/25		22602921	102619	P	11/26/25	10132010 610103	TELEPHONE	27.70
	INVOICE:	000024227639								
217653		10/13/25		22602921	102619	P	11/26/25	50195100 610103	TELEPHONE	152.35
	INVOICE:	000024227639								
217653		10/13/25		22602921	102619	P	11/26/25	50195110 610103	TELEPHONE	27.70
	INVOICE:	000024227639								
217653		10/13/25		22602921	102619	P	11/26/25	50295200 610103	TELEPHONE	110.80
	INVOICE:	000024227639								
217653		10/13/25		22602921	102619	P	11/26/25	50295210 610103	TELEPHONE	41.55
	INVOICE:	000024227639								
217653		10/13/25		22602921	102619	P	11/26/25	60496400 610103	TELEPHONE	13.85
	INVOICE:	000024227639								
217654		10/12/25		22602919	102619	P	11/26/25	10111020 610103	TELEPHONE	31.41
	INVOICE:	000024214418								
217654		10/12/25		22602919	102619	P	11/26/25	10113010 610103	TELEPHONE	61.27
	INVOICE:	000024214418								
217654		10/12/25		22602919	102619	P	11/26/25	10115010 610103	TELEPHONE	62.82
	INVOICE:	000024214418								
217654		10/12/25		22602919	102619	P	11/26/25	10119010 610103	TELEPHONE	61.27
	INVOICE:	000024214418								
217654		10/12/25		22602919	102619	P	11/26/25	10121010 610103	TELEPHONE	31.41
	INVOICE:	000024214418								
217654		10/12/25		22602919	102619	P	11/26/25	10121020 610103	TELEPHONE	31.41
	INVOICE:	000024214418								
217654		10/12/25		22602919	102619	P	11/26/25	10123010 610103	TELEPHONE	832.43
	INVOICE:	000024214418								
217654		10/12/25		22602919	102619	P	11/26/25	10132010 610103	TELEPHONE	219.87
	INVOICE:	000024214418								
217654		10/12/25		22602919	102619	P	11/26/25	10144010 610103	TELEPHONE	31.41
	INVOICE:	000024214418								
217654		10/12/25		22602919	102619	P	11/26/25	10152010 610103	TELEPHONE	125.64
	INVOICE:	000024214418								
217654		10/12/25		22602919	102619	P	11/26/25	10152020 610103	TELEPHONE	31.41
	INVOICE:	000024214418								
217654		10/12/25		22602919	102619	P	11/26/25	10152110 610103	TELEPHONE	57.88
	INVOICE:	000024214418								
217654		10/12/25		22602919	102619	P	11/26/25	10162010 610103	TELEPHONE	62.82
	INVOICE:	000024214418								
217654		10/12/25		22602919	102619	P	11/26/25	50195110 610103	TELEPHONE	83.29
	INVOICE:	000024214418								
VENDOR TOTALS				3,324.08	YTD INVOICED			9,534.52	YTD PAID	8,673.86
4170	AUTOZONE, INC.									
217655		11/04/25		22602835	102620	P	11/26/25	60496400 630114	PARTS	136.40
	INVOICE:	2803981573								
217656		11/04/25		22602835	102620	P	11/26/25	60496400 630114	PARTS	209.02
	INVOICE:	2803981526								
217657		11/05/25		22602835	102620	P	11/26/25	60496400 630114	PARTS	335.55
	INVOICE:	2803982949								
217658		11/05/25		22602835	102620	P	11/26/25	60496400 630114	PARTS	421.75

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INVOICE:	2803983267									
217659	11/06/25			22602835	102620	P	11/26/25	60496400 630114	PARTS	14.48
INVOICE:	2803984457									
217660	11/09/25			22602835	102620	P	11/26/25	60496400 630114	PARTS	93.86
INVOICE:	2803988119									
217661	11/09/25			22602835	102620	P	11/26/25	60496400 630114	PARTS	15.01
INVOICE:	2803988135									
VENDOR TOTALS				2,724.51	YTD INVOICED			6,084.71	YTD PAID	1,226.07
2070 AXON ENTERPRISE INC.										
217868	11/15/25			22602480	102621	P	11/26/25	21461200 720106	FIELD EQUIPMENT	898,731.92
INVOICE:	INUS395606									
217869	06/18/25				102621	P	11/26/25	21461200 720106	FIELD EQUIPMENT	-13,118.47
INVOICE:	CNUS028206									
217870	12/11/24				102621	P	11/26/25	21461200 720106	FIELD EQUIPMENT	-35.72
INVOICE:	CNUS023575									
217871	06/19/25				102621	P	11/26/25	21461200 720106	FIELD EQUIPMENT	-.01
INVOICE:	CNUS028229									
VENDOR TOTALS				.00	YTD INVOICED			885,577.72	YTD PAID	885,577.72
4891 BAY CITY ELECTRIC WORKS										
217663	11/13/25			22601999	102622	P	11/26/25	10123010 630101	BUILDING MAINT.	6,178.20
INVOICE:	W320948									
VENDOR TOTALS				.00	YTD INVOICED			8,591.64	YTD PAID	6,178.20
1532 BLX GROUP LLC										
217664	11/12/25			22602903	102623	P	11/26/25	279 300100	FB RESRVD FOR ENCUMBRANCE	2,500.00
INVOICE:	41612-12748/111125									
VENDOR TOTALS				.00	YTD INVOICED			4,500.00	YTD PAID	2,500.00
9931 BRAWLEY ANALYTICAL, INC.										
217665	09/08/25			22602852	102624	P	11/26/25	50295210 620137	LAB TESTS & SUPPLIES	1,544.50
INVOICE:	001416									
VENDOR TOTALS				3,822.50	YTD INVOICED			7,807.50	YTD PAID	1,544.50
1167 MANUELA CARRILLO										
217842	11/26/25	1627			102625	P	11/26/25	101 201217	OTHER PAYROLL DEDUCTIONS	222.50
INVOICE:	217842									
VENDOR TOTALS				445.00	YTD INVOICED			445.00	YTD PAID	222.50
4323 CDW GOVERNMENT, INC.										
217666	10/27/25			22602272	102626	P	11/26/25	10113040 630109	COMPUTER EQUIP. MAINT.	11,326.92
INVOICE:	AG6KL4K									

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		11,352.98 YTD INVOICED			11,326.92 YTD PAID			11,326.92		
8607 COMMERCIAL AVENUE TRUCK & TRAILER PARTS, INC.	217669	11/04/25		22602843	102627	P	11/26/25	60496400 630114	PARTS	73.00
INVOICE: COM1-370562										
VENDOR TOTALS		109.46 YTD INVOICED			1,301.94 YTD PAID			73.00		
69 CONTROL PARTS & ELECTRICAL SUPPLIES, INC.	217670	08/21/25		22602769	102628	P	11/26/25	10132010 620126	TRAFFIC SIGNALS	692.80
INVOICE: 202508650										
217671	09/10/25			22602769	102628	P	11/26/25	10132010 620126	TRAFFIC SIGNALS	1,411.36
INVOICE: 202508749										
VENDOR TOTALS		11,746.75 YTD INVOICED			2,330.78 YTD PAID			2,104.16		
2434 COSTCO WHOLESALE CORP.	217672	10/17/25		22601322	102629	P	11/26/25	50295210 620101	OFFICE SUPPLIES	282.67
INVOICE: 47601										
VENDOR TOTALS		845.09 YTD INVOICED			282.67 YTD PAID			282.67		
1871 DANIELS TIRE SERVICE, INC.	217673	09/03/25		22601848	102630	P	11/26/25	60496400 630113	TIRES & BATTERIES	87.48
INVOICE: 227072342										
217674	09/18/25			22601848	102630	P	11/26/25	60496400 630113	TIRES & BATTERIES	401.38
INVOICE: 227072736										
217675	09/18/25			22601848	102630	P	11/26/25	60496400 630113	TIRES & BATTERIES	668.97
INVOICE: 227072754										
VENDOR TOTALS		3,627.10 YTD INVOICED			10,134.51 YTD PAID			1,157.83		
1964 DESERT DOC SHREDDERS & RECORDS STORAGE LLC	217677	11/06/25		22602913	102631	P	11/26/25	10115010 610129	OTHER EXPENSE	711.00
INVOICE: 55843										
VENDOR TOTALS		.00 YTD INVOICED			1,240.00 YTD PAID			711.00		
10609 EL CENTRO GENERAL EMPLOYEES ASSOC.	217847	11/26/25	1632		102632	P	11/26/25	101 201206	EMPLOYEES ASSOCIATION	2,050.00
INVOICE: 217847										
VENDOR TOTALS		.00 YTD INVOICED			4,100.00 YTD PAID			2,050.00		
8069 FERNANDO RUIZ, INC.	217678	10/01/25		22602777	102633	P	11/26/25	10132010 610113	PROFESSIONAL FEES (O)	123.75
INVOICE: 171528										
217678	10/01/25			22602777	102633	P	11/26/25	50195100 610113	PROFESSIONAL FEES (O)	123.75
INVOICE: 171528										
217678	10/01/25			22602777	102633	P	11/26/25	50295200 610113	PROFESSIONAL FEES (O)	123.75

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VENDOR	NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE:	171528									
217678		10/01/25			22602777	102633	P	11/26/25	60496400 610113	PROFESSIONAL FEES (O)	123.75
	INVOICE:	171528									
217679		11/01/25			22602777	102633	P	11/26/25	10132010 610113	PROFESSIONAL FEES (O)	123.75
	INVOICE:	171783									
217679		11/01/25			22602777	102633	P	11/26/25	50195100 610113	PROFESSIONAL FEES (O)	123.75
	INVOICE:	171783									
217679		11/01/25			22602777	102633	P	11/26/25	50295200 610113	PROFESSIONAL FEES (O)	123.75
	INVOICE:	171783									
217679		11/01/25			22602777	102633	P	11/26/25	60496400 610113	PROFESSIONAL FEES (O)	123.75
	INVOICE:	171783									
VENDOR TOTALS					1,320.00	YTD INVOICED			1,650.00	YTD PAID	990.00
1459	FIRE ETC										
217680		10/24/25			22602593	102634	P	11/26/25	10123010 620112	PROTECTIVE CLOTHING	1,104.15
	INVOICE:	202212									
VENDOR TOTALS					.00	YTD INVOICED			1,562.92	YTD PAID	1,104.15
202	FIRST IMPERIAL CREDIT UNION										
217840		11/26/25	1625			102635	P	11/26/25	101 201207	POLICE OFFICERS ASSN	3,000.00
	INVOICE:	217840									
VENDOR TOTALS					6,000.00	YTD INVOICED			6,000.00	YTD PAID	3,000.00
3767	FRANCHISE TAX BOARD										
217843		11/26/25	1628			102636	P	11/26/25	101 201217	OTHER PAYROLL DEDUCTIONS	1,082.90
	INVOICE:	217843									
VENDOR TOTALS					.00	YTD INVOICED			2,165.80	YTD PAID	1,082.90
4317	FRUTH GROUP INC.										
217681		11/01/25			22602812	102637	P	11/26/25	10131010 620103	PRINTING	2.03
	INVOICE:	767881									
217681		11/01/25			22602812	102637	P	11/26/25	50195160 620103	PRINTING	2.04
	INVOICE:	767881									
217681		11/01/25			22602812	102637	P	11/26/25	50295280 620103	PRINTING	2.04
	INVOICE:	767881									
217682		11/03/25			22602917	102637	P	11/26/25	10115010 620103	PRINTING	296.07
	INVOICE:	768642									
VENDOR TOTALS					2,466.80	YTD INVOICED			2,376.99	YTD PAID	302.18
121	GIO'S MOBILE HOME ESTATES										
217683		10/14/25			22602900	102638	P	11/26/25	50295210 610101	ELECTRICITY	31.84
	INVOICE:	98700300/OCT2025									
VENDOR TOTALS					47.43	YTD INVOICED			31.84	YTD PAID	31.84
8189	GORDON'S CARPET ONE										

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	217684	08/06/25		22602768	102639	P	11/26/25	29952020 710106	OTHER REAL PROPERTY	3,030.00
	INVOICE: L40583									
	VENDOR TOTALS			.00	YTD INVOICED			32,298.00	YTD PAID	3,030.00
10172	ANDREW HEATH									
	217852	11/24/25		22603107	102640	P	11/26/25	10115010 610113	PROFESSIONAL FEES (O)	5,075.00
	INVOICE: 25-22									
	VENDOR TOTALS			12,337.50	YTD INVOICED			13,650.00	YTD PAID	5,075.00
6063	HF & H CONSULTANTS, LLC									
	217851	10/13/25		22602996	102641	P	11/26/25	28439030 610113	PROFESSIONAL FEES/OTHER	24,999.00
	INVOICE: 9722579									
	VENDOR TOTALS			10,000.00	YTD INVOICED			24,999.00	YTD PAID	24,999.00
4982	HOME DEPOT									
	217685	10/13/25		22602410	102642	P	11/26/25	10118010 630101	BUILDING MAINT.	137.39
	INVOICE: 5903823									
	217686	10/13/25		22602410	102642	P	11/26/25	10118010 620130	MAINTENANCE SUPPLIES	4.84
	INVOICE: 5903759									
	217687	10/09/25		22602410	102642	P	11/26/25	10118010 630101	BUILDING MAINT.	21.90
	INVOICE: 9903319									
	217688	10/06/25		22602410	102642	P	11/26/25	10118010 620130	MAINTENANCE SUPPLIES	15.09
	INVOICE: 2902887									
	217689	10/08/25		22602410	102642	P	11/26/25	10118010 620130	MAINTENANCE SUPPLIES	81.71
	INVOICE: 903258									
	217690	10/09/25		22602410	102642	P	11/26/25	10118010 620130	MAINTENANCE SUPPLIES	14.82
	INVOICE: 9903349									
	217691	10/15/25		22602410	102642	P	11/26/25	10118010 630115	OUTSIDE MAINTENANCE	16.22
	INVOICE: 3904074									
	217692	10/20/25		22602410	102642	P	11/26/25	10118010 620140	SMALL TOOLS	8.63
	INVOICE: 8904727									
	217693	10/15/25		22602410	102642	P	11/26/25	10118010 620130	MAINTENANCE SUPPLIES	39.19
	INVOICE: 3904134									
	217694	10/16/25		22602410	102642	P	11/26/25	10118010 620130	MAINTENANCE SUPPLIES	14.19
	INVOICE: 2904224									
	217695	10/20/25		22602410	102642	P	11/26/25	10118010 620130	MAINTENANCE SUPPLIES	13.26
	INVOICE: 8904784									
	217696	10/22/25		22602367	102642	P	11/26/25	10162020 620131	PAINTING SUPPLIES	27.45
	INVOICE: 6905088									
	217697	10/02/25		22602302	102642	P	11/26/25	60496400 620127	OTHER SUPPLIES	26.93
	INVOICE: 6902342									
	217698	10/02/25		22602302	102642	P	11/26/25	60496400 620127	OTHER SUPPLIES	26.93
	INVOICE: 6902340									
	217699	10/02/25		22602302	102642	P	11/26/25	60496400 620127	OTHER SUPPLIES	275.75
	INVOICE: 6902337									
	217700	10/08/25		22602376	102642	P	11/26/25	60496400 610129	OTHER EXPENSE	279.16
	INVOICE: 903165									
	217701	10/17/25		22602330	102642	P	11/26/25	10152040 620130	MAINTENANCE SUPPLIES	431.92

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INVOICE:	1904488									
217702	10/21/25	22602444	102642	P	11/26/25	10123010	630101	BUILDING MAINT.	21.63	
INVOICE:	7905001									
217703	09/25/25	22602189	102642	P	11/26/25	10151010	620130	MAINTENANCE SUPPLIES	89.58	
INVOICE:	3901437									
217704	09/29/25	22602189	102642	P	11/26/25	10151010	620130	MAINTENANCE SUPPLIES	108.54	
INVOICE:	9901943									
217705	10/02/25	22602189	102642	P	11/26/25	10151010	620130	MAINTENANCE SUPPLIES	103.64	
INVOICE:	6902409									
217706	10/28/25	22602424	102642	P	11/26/25	10162020	620131	PAINTING SUPPLIES	11.89	
INVOICE:	900044									
217707	09/11/25	22602456	102642	P	11/26/25	10132010	620120	STREET CONSTRUCTION	102.47	
INVOICE:	7904869									
217708	09/23/25	22602456	102642	P	11/26/25	10132010	620120	STREET CONSTRUCTION	31.59	
INVOICE:	5901159									
217709	10/14/25	22602456	102642	P	11/26/25	50195100	620132	CONSTRUCTION MATERIAL	539.01	
INVOICE:	4903904									
217710	10/16/25	22602462	102642	P	11/26/25	50295210	630103	GROUND/LANDSCAPING MAINT	65.22	
INVOICE:	2904305									
217711	10/13/25	22602462	102642	P	11/26/25	50295210	630103	GROUND/LANDSCAPING MAINT	31.80	
INVOICE:	5903762									
217712	10/13/25		102642	P	11/26/25	50295210	630103	GROUND/LANDSCAPING MAINT	-31.80	
INVOICE:	2131208									
217713	10/16/25	22602466	102642	P	11/26/25	50295210	630108	FIELD/SHOP EQUIP. MAINT.	101.67	
INVOICE:	2904308									
217715	10/28/25	22602654	102642	P	11/26/25	50195110	630117	METER MAINTENANCE	149.14	
INVOICE:	900037									
217716	11/03/25	22602654	102642	P	11/26/25	50195110	630117	METER MAINTENANCE	701.50	
INVOICE:	4900837									
217717	10/28/25	22602654	102642	P	11/26/25	50195110	620130	MAINTENANCE SUPPLIES	39.48	
INVOICE:	900101									
217718	10/31/25	22602654	102642	P	11/26/25	50195110	620130	MAINTENANCE SUPPLIES	97.08	
INVOICE:	7900501									
217719	10/29/25	22602654	102642	P	11/26/25	50195110	620140	SMALL TOOLS	384.01	
INVOICE:	9900171									
217720	10/28/25	22602654	102642	P	11/26/25	50195110	620140	SMALL TOOLS	87.81	
INVOICE:	900039									
217721	10/27/25	22602654	102642	P	11/26/25	50195110	620130	MAINTENANCE SUPPLIES	98.10	
INVOICE:	1905727									
217722	10/21/25	22602622	102642	P	11/26/25	10118010	620130	MAINTENANCE SUPPLIES	10.80	
INVOICE:	7904969									
217723	10/21/25	22602622	102642	P	11/26/25	10118010	620130	MAINTENANCE SUPPLIES	21.52	
INVOICE:	7905000									
217724	10/27/25	22602622	102642	P	11/26/25	10118010	620130	MAINTENANCE SUPPLIES	6.02	
INVOICE:	1905778									
217725	10/28/25	22602622	102642	P	11/26/25	10118010	620140	SMALL TOOLS	7.03	
INVOICE:	974981									
217726	10/28/25	22602622	102642	P	11/26/25	10118010	630101	BUILDING MAINT.	75.22	
INVOICE:	900051									
217727	10/28/25	22602622	102642	P	11/26/25	10118010	630101	BUILDING MAINT.	15.71	
INVOICE:	900114									

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		12,043.86 YTD INVOICED			4,304.04 YTD PAID			4,304.04		
205 IMPERIAL CO SHERIFF'S DEPT.	217841	11/26/25	1626		102643	P	11/26/25	101 201217	OTHER PAYROLL DEDUCTIONS	50.00
INVOICE: 217841										
VENDOR TOTALS		100.00 YTD INVOICED			100.00 YTD PAID			50.00		
146 IMPERIAL PRINTERS	217729	09/25/25			22602775		102644 P 11/26/25	10132010 620101	OFFICE SUPPLIES	83.62
INVOICE: 25-2991										
217729	09/25/25				22602775		102644 P 11/26/25	50195100 620101	OFFICE SUPPLIES	83.62
INVOICE: 25-2991										
217729	09/25/25				22602775		102644 P 11/26/25	50295200 620101	OFFICE SUPPLIES	83.61
INVOICE: 25-2991										
VENDOR TOTALS		2,697.60 YTD INVOICED			2,457.33 YTD PAID			250.85		
9814 IMPERIAL VALLEY CHEVROLET BUICK GMC CADILLAC	217730	09/15/25			22601849		102645 P 11/26/25	60496400 630114	PARTS	822.71
INVOICE: 719571GM										
217731	09/15/25				22601849		102645 P 11/26/25	60496400 630114	PARTS	549.52
INVOICE: 719572GM										
217732	09/18/25				22601849		102645 P 11/26/25	60496400 630114	PARTS	29.05
INVOICE: 719674GM										
217733	09/18/25				22601849		102645 P 11/26/25	60496400 630114	PARTS	145.40
INVOICE: 719673GM										
217734	10/27/25				22602834		102645 P 11/26/25	60496400 630114	PARTS	333.86
INVOICE: 720749GM										
217735	10/29/25				22602834		102645 P 11/26/25	60496400 630115	OUTSIDE MAINTENANCE	260.00
INVOICE: 215439GM										
217736	10/29/25				22602834		102645 P 11/26/25	60496400 630114	PARTS	139.73
INVOICE: 720805GM										
217737	10/31/25				22602834		102645 P 11/26/25	60496400 630114	PARTS	14.79
INVOICE: 720845GM										
217738	10/27/25						102645 P 11/26/25	60496400 630114	PARTS	-934.90
INVOICE: CM720503GM										
VENDOR TOTALS		1,433.34 YTD INVOICED			3,538.03 YTD PAID			1,360.16		
9847 IMPERIAL VALLEY HONDA	217739	11/03/25			22602855		102646 P 11/26/25	60496400 630114	PARTS	892.10
INVOICE: 546174HO										
VENDOR TOTALS		.00 YTD INVOICED			892.10 YTD PAID			892.10		
141 IMPERIAL VALLEY TERMITE	217740	11/10/25			22602813		102647 P 11/26/25	50195160 610113	PROFESSIONAL FEES (O)	25.00
INVOICE: 0357729										
217740	11/10/25				22602813		102647 P 11/26/25	50295280 610113	PROFESSIONAL FEES (O)	25.00

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VENDOR	NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
		INVOICE: 0357729									
		217741	11/10/25		22602813	102647	P	11/26/25	50195160 610113	PROFESSIONAL FEES (O)	70.00
		INVOICE: 0357730									
		217741	11/10/25		22602813	102647	P	11/26/25	50295280 610113	PROFESSIONAL FEES (O)	70.00
		INVOICE: 0357730									
		VENDOR TOTALS			409.00	YTD INVOICED			360.00	YTD PAID	190.00
4727	IVROP										
		217728	11/06/25		22602709	102648	P	11/26/25	10113010 610122	RECRUITING	84.00
		INVOICE: 217728									
		VENDOR TOTALS			1,456.00	YTD INVOICED			196.00	YTD PAID	84.00
163	JIM REITER'S LOCKSMITH AND SAFE INC.										
		217742	10/13/25		22602794	102649	P	11/26/25	10132010 610129	OTHER EXPENSE	15.16
		INVOICE: 279215									
		217743	10/22/25		22602794	102649	P	11/26/25	50295200 610129	OTHER EXPENSE	184.78
		INVOICE: 279269									
		VENDOR TOTALS			.00	YTD INVOICED			229.17	YTD PAID	199.94
1353	KIMBALL MIDWEST										
		217744	06/04/25		22602789	102650	P	11/26/25	10132010 620120	STREET CONSTRUCTION	129.58
		INVOICE: 103435877									
		VENDOR TOTALS			.00	YTD INVOICED			129.58	YTD PAID	129.58
4406	LABRUCHERIE IRRIGATION SUPPLY										
		217745	11/03/25		22602773	102651	P	11/26/25	50295210 630108	FIELD/SHOP EQUIP. MAINT.	354.95
		INVOICE: 313676C									
		217746	10/01/25		22602792	102651	P	11/26/25	50295200 620139	PIPE FITTINGS	258.58
		INVOICE: 311326C									
		217747	07/24/25		22602792	102651	P	11/26/25	50295200 620139	PIPE FITTINGS	48.84
		INVOICE: 307422C									
		VENDOR TOTALS			10,125.00	YTD INVOICED			17,473.75	YTD PAID	662.37
2790	LANDMARK CONSULTANTS, INC.										
		217853	11/12/25		22602978	102652	P	11/26/25	41221010 750004	POLICE STATION (PD)	3,980.00
		INVOICE: LE1225-19									
		VENDOR TOTALS			7,200.00	YTD INVOICED			10,980.00	YTD PAID	3,980.00
265	LEE TIRE CO.										
		217751	11/05/25		22602851	102653	P	11/26/25	60496400 630115	OUTSIDE MAINTENANCE	90.00
		INVOICE: 408611									
		VENDOR TOTALS			480.00	YTD INVOICED			360.00	YTD PAID	90.00
276	MCNEECE BROS. OIL CO. INC.										

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	217854	08/22/25		22602967	102654	P	11/26/25	10118010 630112	GASOLINE & OIL	86.64
	INVOICE: 621869									
	217855	08/25/25		22602967	102654	P	11/26/25	10118010 630112	GASOLINE & OIL	84.33
	INVOICE: 621870									
	217856	08/27/25		22602967	102654	P	11/26/25	10118010 630112	GASOLINE & OIL	150.46
	INVOICE: 621871									
	217857	08/28/25		22602967	102654	P	11/26/25	10118010 630112	GASOLINE & OIL	143.57
	INVOICE: 621899									
VENDOR TOTALS				13,684.08	YTD INVOICED			22,076.74	YTD PAID	465.00
9095	MECHANICS BANK									
	217846	11/26/25	1631		102655	P	11/26/25	101 201208	FIREFIGHTERS ASSOCIATION	1,420.00
	INVOICE: 217846									
	217846	11/26/25	1631		102655	P	11/26/25	101 201216	DISABILITY INSURANCE	200.13
	INVOICE: 217846									
VENDOR TOTALS				3,100.14	YTD INVOICED			3,240.26	YTD PAID	1,620.13
10650	METALCRAFT INDUSTRIES, INC.									
	217794	10/07/25		22602929	102656	P	11/26/25	10132010 620121	TRAFFIC SIGN - HDW	8,006.58
	INVOICE: 122309									
VENDOR TOTALS				.00	YTD INVOICED			8,006.58	YTD PAID	8,006.58
3200	NAPA MOTOR PARTS									
	217752	11/10/25		22600080	102657	P	11/26/25	10123010 630114	PARTS	57.86
	INVOICE: 780078									
	217753	11/03/25		22602857	102657	P	11/26/25	60496400 630113	TIRES & BATTERIES	390.27
	INVOICE: 779958									
VENDOR TOTALS				2,335.94	YTD INVOICED			448.13	YTD PAID	448.13
7057	O'REILLY AUTO PARTS									
	217754	08/08/25		22602204	102658	P	11/26/25	10152010 610129	OTHER EXPENSE	124.24
	INVOICE: 4340-156701									
VENDOR TOTALS				156.72	YTD INVOICED			1,300.21	YTD PAID	124.24
8852	OVERHEAD DOOR COMPANY OF THE DESERT									
	217755	10/31/25		22602737	102659	P	11/26/25	10123010 630101	BUILDING MAINT.	543.42
	INVOICE: WO-17609									
	217756	10/31/25		22602737	102659	P	11/26/25	10123010 630101	BUILDING MAINT.	1,253.23
	INVOICE: WO-17610									
VENDOR TOTALS				.00	YTD INVOICED			1,796.65	YTD PAID	1,796.65
3496	PACIFIC HYDROTECH CORP.									
	217757	08/31/25		22602861	102660	P	11/26/25	50295210 750029	UV DESINFECTING SYSTEM	42,498.75
	INVOICE: 2									
	217758	09/30/25		22602864	102660	P	11/26/25	50295210 750029	UV DESINFECTING SYSTEM	71,256.83

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 3										
VENDOR TOTALS		34,484.05 YTD INVOICED			113,755.58 YTD PAID				113,755.58	
8013 PADRE USA										
217760		07/10/25		22602194	102661	P	11/26/25	10152020 620128	JANITORIAL SUPPLIES	209.30
INVOICE: 16032347										
217761		07/10/25		22602194	102661	P	11/26/25	10152020 620128	JANITORIAL SUPPLIES	94.29
INVOICE: 16032348										
217762		07/22/25		22602194	102661	P	11/26/25	10152020 620128	JANITORIAL SUPPLIES	9.20
INVOICE: 16032435										
217763		07/23/25		22602194	102661	P	11/26/25	10152020 620128	JANITORIAL SUPPLIES	106.41
INVOICE: 16032460										
217764		07/30/25		22602194	102661	P	11/26/25	10152020 620128	JANITORIAL SUPPLIES	60.08
INVOICE: 16032568										
217765		09/09/25		22602194	102661	P	11/26/25	10152020 620128	JANITORIAL SUPPLIES	353.44
INVOICE: 16032862										
217766		09/11/25		22602194	102661	P	11/26/25	10152020 620128	JANITORIAL SUPPLIES	273.60
INVOICE: 16032884										
217767		09/26/25		22602194	102661	P	11/26/25	10152020 620128	JANITORIAL SUPPLIES	172.82
INVOICE: 16033013										
217768		10/13/25		22602194	102661	P	11/26/25	10152020 620128	JANITORIAL SUPPLIES	77.29
INVOICE: 16033147										
VENDOR TOTALS		3,521.76 YTD INVOICED			2,777.70 YTD PAID				1,356.43	
3121 PRO RECORD STORAGE & SHRED INC										
217769		10/01/25		22602859	102662	P	11/26/25	50295210 610113	PROFESSIONAL FEES (O)	116.61
INVOICE: 0032673										
217770		11/01/25		22602859	102662	P	11/26/25	50295210 610113	PROFESSIONAL FEES (O)	116.61
INVOICE: 0032804										
217771		11/01/25		22602916	102662	P	11/26/25	10115010 610129	OTHER EXPENSE	142.34
INVOICE: 0032841										
217772		10/01/25		22602779	102662	P	11/26/25	10132010 610113	PROFESSIONAL FEES (O)	4.53
INVOICE: 0032601										
217772		10/01/25		22602779	102662	P	11/26/25	50195100 610113	PROFESSIONAL FEES (O)	4.53
INVOICE: 0032601										
217772		10/01/25		22602779	102662	P	11/26/25	50295200 610113	PROFESSIONAL FEES (O)	4.54
INVOICE: 0032601										
VENDOR TOTALS		881.65 YTD INVOICED			878.63 YTD PAID				389.16	
5865 PSOMAS										
217773		10/31/25		22602716	102663	P	11/26/25	50295210 750030	SOUTHERN PUMP STATION	1,155.00
INVOICE: 227836										
VENDOR TOTALS		705.00 YTD INVOICED			1,155.00 YTD PAID				1,155.00	
631 REFRIGERATION SUPPLIES DIST.										
217774		10/07/25		22602534	102664	P	11/26/25	10121010 630101	BUILDING MAINT.	39.58
INVOICE: 3348635-00										

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VENDOR TOTALS		3,905.42 YTD INVOICED			609.55 YTD PAID			39.58		
2840	RESERVE ACCOUNT-PITNEY BOWES									
	217776	10/30/25		22602914	102665	P	11/26/25	10119010 620102	POSTAGE	250.00
	INVOICE: 217776									
	217777	10/23/25		22602914	102665	P	11/26/25	10119010 620102	POSTAGE	250.00
	INVOICE: 217777									
	217778	11/06/25		22602915	102665	P	11/26/25	10119010 620102	POSTAGE	250.00
	INVOICE: 217778									
	217779	11/14/25		22602915	102665	P	11/26/25	10119010 620102	POSTAGE	250.00
	INVOICE: 217779									
VENDOR TOTALS		1,000.00 YTD INVOICED			1,000.00 YTD PAID			1,000.00		
8634	REXEL USA, INC.									
	217780	10/16/25		22602817	102666	P	11/26/25	10118010 620130	MAINTENANCE SUPPLIES	153.69
	INVOICE: S143693339.001									
	217781	10/28/25		22602817	102666	P	11/26/25	10118010 620130	MAINTENANCE SUPPLIES	404.89
	INVOICE: S143782064.001									
	217782	10/29/25		22602844	102666	P	11/26/25	20434060 620130	MAINTENANCE SUPPLIES	122.21
	INVOICE: S143753538.001									
VENDOR TOTALS		256.65 YTD INVOICED			680.79 YTD PAID			680.79		
8791	RICK'S ROADRUNNER LOCK & SAFE									
	217783	11/07/25		22602845	102667	P	11/26/25	10118020 630101	BUILDING MAINT.	20.56
	INVOICE: 23765									
VENDOR TOTALS		265.98 YTD INVOICED			54.65 YTD PAID			20.56		
4235	ROMAN'S WATER INC.									
	217784	10/23/25		22602502	102668	P	11/26/25	10121010 610113	PROFESSIONAL FEES (O)	120.75
	INVOICE: 97776									
VENDOR TOTALS		276.50 YTD INVOICED			120.75 YTD PAID			120.75		
9017	ROVE ENGINEERING									
	217785	10/28/25		22602738	102669	P	11/26/25	50295210 750030	SOUTHERN PUMP STATION	1,579,785.12
	INVOICE: 7327									
VENDOR TOTALS		1,525,057.99 YTD INVOICED			1,579,785.12 YTD PAID			1,579,785.12		
10647	SADDLEBACK ENVIRONMENTAL EQUIPMENT, INC.									
	217786	10/02/25		22602798	102670	P	11/26/25	50295210 630108	FIELD/SHOP EQUIP. MAINT.	1,500.00
	INVOICE: 11110/15									
VENDOR TOTALS		.00 YTD INVOICED			1,500.00 YTD PAID			1,500.00		
6416	BRANDON SANDERS									
	217787	06/19/25		22602762	102671	P	11/26/25	10123040 610113	PROFESSIONAL FEES/OTHER	250.00

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: P27886										
VENDOR TOTALS		.00 YTD INVOICED			250.00 YTD PAID			250.00		
9034 SCENTAIR TECHNOLOGIES, LLC	217788	11/01/25		22602811	102672	P	11/26/25	10118010 630101	BUILDING MAINT.	379.85
		INVOICE: IUS000379124								
VENDOR TOTALS		.00 YTD INVOICED			379.85 YTD PAID			379.85		
1656 SECURITAS SEC. SERV. USA, INC.	217789	10/31/25		22602882	102673	P	11/26/25	50195120 610113	PROFESSIONAL FEES (O)	337.62
		INVOICE: 12351223								
217789	10/31/25			22602882	102673	P	11/26/25	50295220 610113	PROFESSIONAL FEES (O)	337.62
		INVOICE: 12351223								
VENDOR TOTALS		13,438.60 YTD INVOICED			8,672.20 YTD PAID			675.24		
213 SOUTHERN CALIFORNIA GAS CO	217790	10/20/25		22602684	102674	P	11/26/25	10123010 610102	NATURAL GAS	179.36
		INVOICE: 02222688000/OCT2025								
217791	10/23/25			22602684	102674	P	11/26/25	10123010 610102	NATURAL GAS	129.36
		INVOICE: 12964862366/OCT2025								
VENDOR TOTALS		4,956.03 YTD INVOICED			4,661.93 YTD PAID			308.72		
2164 SOUTHLAND WATER TECHNOLOGIES LLC	217793	10/28/25		22601663	102675	P	11/26/25	50295210 630108	FIELD/SHOP EQUIP. MAINT.	8,672.00
		INVOICE: 102825-310								
VENDOR TOTALS		.00 YTD INVOICED			8,672.00 YTD PAID			8,672.00		
5990 STATE DISBURSEMENT UNIT	217844	11/26/25	1629		102676	P	11/26/25	101 201217	OTHER PAYROLL DEDUCTIONS	2,966.14
		INVOICE: 217844								
VENDOR TOTALS		5,245.76 YTD INVOICED			5,932.28 YTD PAID			2,966.14		
10497 SYSCO SAN DIEGO, INC.	217858	08/29/25		22602526	102677	P	11/26/25	10110006 460115	SWIMMING POOL FEES	423.21
		INVOICE: 436695964								
VENDOR TOTALS		3,207.54 YTD INVOICED			2,136.25 YTD PAID			423.21		
6289 U.S. BANK	217824	10/22/25		22602680	102678	P	11/26/25	10112010 610109	MEETING AND TRAVEL	75.00
		INVOICE: 64019928/10-22-25								
217824	10/22/25			22602680	102678	P	11/26/25	10112010 630115	OUTSIDE MAINTENANCE	200.00
		INVOICE: 64019928/10-22-25								
217825	09/22/25			22602796	102678	P	11/26/25	10132010 610129	OTHER EXPENSE	16.71
		INVOICE: 01871943/9-22-25								

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217825		09/22/25		22602796	102678	P	11/26/25	50195100 610129	OTHER EXPENSE	16.71
INVOICE:	01871943/9-22-25									
217825		09/22/25		22602796	102678	P	11/26/25	50295200 610129	OTHER EXPENSE	16.71
INVOICE:	01871943/9-22-25									
217826		10/22/25		22602795	102678	P	11/26/25	10131010 610129	OTHER EXPENSE	50.00
INVOICE:	51150405/10-22-25									
217826		10/22/25		22602795	102678	P	11/26/25	50195160 610129	OTHER EXPENSE	50.00
INVOICE:	51150405/10-22-25									
217826		10/22/25		22602795	102678	P	11/26/25	50295280 610129	OTHER EXPENSE	50.00
INVOICE:	51150405/10-22-25									
217827		10/22/25		22602923	102678	P	11/26/25	10119010 610129	OTHER EXPENSE	116.82
INVOICE:	66427087/10-22-25(2)									
217828		10/22/25		22602922	102678	P	11/26/25	10115010 610109	MEETING AND TRAVEL	36.05
INVOICE:	74149038/10-22-25									
217828		10/22/25		22602922	102678	P	11/26/25	10115010 620101	OFFICE SUPPLIES	118.53
INVOICE:	74149038/10-22-25									
217829		10/22/25		22602763	102678	P	11/26/25	10123050 610123	TRAINING	500.00
INVOICE:	53140081/10-22-25									
217830		10/22/25		22602866	102678	P	11/26/25	10123030 610123	TRAINING	736.76
INVOICE:	01925335/10-22-25									
217831		10/22/25		22602863	102678	P	11/26/25	10123030 610129	OTHER EXPENSE	27.96
INVOICE:	01925335/10-22-25(1)									
217831		10/22/25		22602863	102678	P	11/26/25	10123050 620107	PHOTO & VIDEO SUPPLIES	61.59
INVOICE:	01925335/10-22-25(1)									
217832		10/22/25		22602765	102678	P	11/26/25	10123030 610129	OTHER EXPENSE	1,257.76
INVOICE:	01925335/10-22-25(2)									
217833		10/22/25		22602883	102678	P	11/26/25	10123010 620130	MAINTENANCE SUPPLIES	12.36
INVOICE:	01996229/10-22-25									
217834		05/22/25		22602877	102678	P	11/26/25	10162010 610129	OTHER EXPENSE	433.93
INVOICE:	65370866/5-22-25(2)									
217835		09/22/25		22602414	102678	P	11/26/25	50295210 610109	MEETING & TRAVEL	74.11
INVOICE:	65370841/9-22-25(2)									
217835		09/22/25		22602414	102678	P	11/26/25	50295210 630112	GASOLINE & OIL	63.12
INVOICE:	65370841/9-22-25(2)									
217836		10/22/25		22602975	102678	P	11/26/25	10143010 610107	BOOKS & PERIODICALS	259.01
INVOICE:	73212639/10-22-25									
217836		10/22/25		22602975	102678	P	11/26/25	10143010 610123	TRAINING	325.00
INVOICE:	73212639/10-22-25									
217836		10/22/25		22602975	102678	P	11/26/25	10143010 620101	OFFICE SUPPLIES	17.97
INVOICE:	73212639/10-22-25									
217837		10/22/25		22602722	102678	P	11/26/25	10112010 610109	MEETING AND TRAVEL	678.15
INVOICE:	66427087/10-22-25(3)									
217838		10/22/25		22603027	102678	P	11/26/25	10153010 610107	BOOKS & PERIODICALS	511.36
INVOICE:	66414846/10-22-25									
217839		10/22/25		22603025	102678	P	11/26/25	10153010 610107	BOOKS & PERIODICALS	696.75
INVOICE:	66414846/10-22-25(1)									
217848		10/22/25		22603023	102678	P	11/26/25	26453010 760004	ZIP BOOKS	932.92
INVOICE:	66414846/10-22-25(2)									
VENDOR TOTALS		71,041.30 YTD INVOICED			38,232.11 YTD PAID			7,335.28		

CITY OF EL CENTRO

PAID INVOICES REPORT

WARRANT: 112625

TO FISCAL 2026/01 11/07/2025 TO 11/28/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
355 UNDERGROUND SERV ALERT										
217800	10/01/25			22602785	102679	P	11/26/25	10132010 610113	PROFESSIONAL FEES (O)	40.66
INVOICE: 920250263										
217800	10/01/25			22602785	102679	P	11/26/25	50195100 610113	PROFESSIONAL FEES (O)	40.66
INVOICE: 920250263										
217800	10/01/25			22602785	102679	P	11/26/25	50295200 610113	PROFESSIONAL FEES (O)	40.68
INVOICE: 920250263										
217801	10/01/25			22602785	102679	P	11/26/25	10132010 610113	PROFESSIONAL FEES (O)	13.63
INVOICE: 25-260942										
217801	10/01/25			22602785	102679	P	11/26/25	50195100 610113	PROFESSIONAL FEES (O)	13.63
INVOICE: 25-260942										
217801	10/01/25			22602785	102679	P	11/26/25	50295200 610113	PROFESSIONAL FEES (O)	13.64
INVOICE: 25-260942										
VENDOR TOTALS				403.73	YTD INVOICED			339.80	YTD PAID	162.90
5981 DAMIAN VALDEZ										
217802	08/15/25			22600854	102680	P	11/26/25	10121050 610123	TRAINING	393.50
INVOICE: 217802										
VENDOR TOTALS				.00	YTD INVOICED			393.50	YTD PAID	393.50
7951 VESTIS SERVICES, LLC										
217803	10/31/25			22602836	102681	P	11/26/25	50295210 620128	JANITORIAL SUPPLIES	155.97
INVOICE: 5220595419										
217804	10/31/25			22602836	102681	P	11/26/25	50295210 610125	UNIFORM RENTAL	113.61
INVOICE: 5220595418										
217805	09/19/25			22602793	102681	P	11/26/25	10132010 610125	UNIFORM RENTAL	60.86
INVOICE: 5220577550										
217806	09/26/25			22602793	102681	P	11/26/25	10132010 610125	UNIFORM RENTAL	60.86
INVOICE: 5220580543										
217807	10/03/25			22602793	102681	P	11/26/25	10132010 610125	UNIFORM RENTAL	60.86
INVOICE: 5220583528										
217808	10/10/25			22602793	102681	P	11/26/25	10132010 610125	UNIFORM RENTAL	60.86
INVOICE: 5220586523										
217809	09/26/25			22602793	102681	P	11/26/25	50195100 610125	UNIFORM RENTAL	39.25
INVOICE: 5220580544										
217809	09/26/25			22602793	102681	P	11/26/25	50295200 610125	UNIFORM RENTAL	39.24
INVOICE: 5220580544										
217810	10/03/25			22602793	102681	P	11/26/25	50195100 610125	UNIFORM RENTAL	39.25
INVOICE: 5220583529										
217810	10/03/25			22602793	102681	P	11/26/25	50295200 610125	UNIFORM RENTAL	39.24
INVOICE: 5220583529										
217811	09/19/25			22602793	102681	P	11/26/25	50195100 610125	UNIFORM RENTAL	39.25
INVOICE: 5220577551										
217811	09/19/25			22602793	102681	P	11/26/25	50295200 610125	UNIFORM RENTAL	39.24
INVOICE: 5220577551										
217812	10/10/25			22602793	102681	P	11/26/25	50195100 610125	UNIFORM RENTAL	39.25
INVOICE: 5220586524										
217812	10/10/25			22602793	102681	P	11/26/25	50295200 610125	UNIFORM RENTAL	39.24
INVOICE: 5220586524										

CITY OF EL CENTRO

PAID INVOICES REPORT

WARRANT: 112625

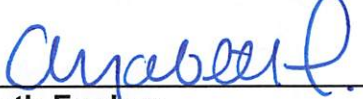
TO FISCAL 2026/01 11/07/2025 TO 11/28/2025

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
217813	10/31/25		22602860	102681	P	11/26/25	10118010 610125	UNIFORM RENTAL	83.69
INVOICE: 5220595423									
217814	10/31/25		22602860	102681	P	11/26/25	10118010 620128	JANITORIAL SUPPLIES	54.70
INVOICE: 5220595424									
217815	09/26/25		22602549	102681	P	11/26/25	10152040 610113	PROFESSIONAL FEES (O)	32.95
INVOICE: 5220580527									
217815	09/26/25		22602549	102681	P	11/26/25	10152040 620128	JANITORIAL SUPPLIES	22.35
INVOICE: 5220580527									
217816	09/26/25		22602549	102681	P	11/26/25	10152110 610125	UNIFORM RENTAL	6.84
INVOICE: 5220580537									
217817	06/06/25		22602550	102681	P	11/26/25	10152040 610113	PROFESSIONAL FEES (O)	8.00
INVOICE: 5220532626									
217817	06/06/25		22602550	102681	P	11/26/25	10152040 620128	JANITORIAL SUPPLIES	34.70
INVOICE: 5220532626									
217819	10/24/25		22602728	102681	P	11/26/25	10152060 610125	UNIFORM RENTAL	13.58
INVOICE: 5220592455									
217820	10/24/25		22602728	102681	P	11/26/25	10152060 610125	UNIFORM RENTAL	29.60
INVOICE: 5220592445									
217821	10/31/25		22602729	102681	P	11/26/25	10152060 610125	UNIFORM RENTAL	29.60
INVOICE: 5220595416									
217822	10/31/25		22602729	102681	P	11/26/25	10152060 610125	UNIFORM RENTAL	13.58
INVOICE: 5220595426									
VENDOR TOTALS			6,106.91 YTD INVOICED				4,373.73 YTD PAID		1,156.57
2395 WESTAIR GASES & EQUIPMENT INC.									
217823	10/31/25		22602760	102682	P	11/26/25	10123040 610111	EQUIPMENT RENTAL	308.90
INVOICE: 0080700976									
VENDOR TOTALS			300.13 YTD INVOICED				308.90 YTD PAID		308.90
REPORT TOTALS									2,893,379.64

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	73	2,893,379.64

** END OF REPORT - Generated by Esmeralda Nunez **

WARRANT: NOVEMBER 2025


 Elizabeth Fuchen
 INTERIM FINANCE DIRECTOR



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-417)

Item: 5.

Meeting: 12/16/2025 3:30 PM

Department: Finance

Category: Action Item

Prepared by: Cristhian Zambrano,

Payroll Specialist

Department Head: Elizabeth Fuchen

DOC ID: 2025-417

Approve Payroll Registers for the month of November 2025.

CITY MANAGER'S RECOMMENDATION:

Approve Payroll Registers for the Month of November 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. PAYROLL REGISTERS NOVEMBER 2025

CITY OF EL CENTRO



TOTALS PROOF

Pay Period 10/28/25 To 11/10/25

WARRANT: 111425 PAYROLL TYPE: BI WEEKLY

CHECK DATE: 11/14/2025

EARNINGS SUMMARY

=====

PAY TYPE	HOURS	AMOUNT	PAY EARNED	ESCROW AMOUNT
100 REG	19,331.25	609,122.64	0.00	0.00
150 HRLY	1,271.00	23,537.75	0.00	0.00
180 AWP	300.00	10,547.16	0.00	0.00
200 OT1.0	108.50	3,417.85	0.00	0.00
201 OT1.5	2,029.75	108,117.03	0.00	0.00
202 OT2.0	4.50	167.74	0.00	0.00
210 FLSA	147.50	4,686.18	0.00	0.00
215 OCP1.0	152.00	4,288.06	0.00	0.00
217 CBP1.5	257.00	11,804.65	0.00	0.00
218 STBY	65.00	2,731.23	0.00	0.00
300 VAC	1,049.32	33,511.60	0.00	0.00
310 SICK	457.52	11,790.33	0.00	0.00
315 SICK-C	8.00	529.43	0.00	0.00
320 ADMN	26.00	1,196.72	0.00	0.00
330 ANNUAL	636.50	27,061.73	0.00	0.00
340 PN	130.75	3,512.02	0.00	0.00
350 CMP1.5	232.50	0.00	0.00	0.00
351 CMPUSD	168.00	5,733.48	0.00	0.00
352 CMP1.0	19.00	0.00	0.00	0.00
354 HOL AC	9.00	0.00	0.00	0.00
356 BDAY	69.00	2,416.94	0.00	0.00
360 BERE	36.00	1,525.14	0.00	0.00
364 ML	8.00	252.18	0.00	0.00
400 CAR	1,920.00	1,523.08	0.00	0.00
410 BLNG	9,679.44	4,861.90	0.00	0.00
411 BLNG	0.00	20.00	0.00	0.00
415 PREM	800.00	1,000.00	0.00	0.00
420 EDI	5,669.00	7,212.41	0.00	0.00
440 CERT %	3,748.00	8,951.24	0.00	0.00
445 CERT	3,509.00	3,669.19	0.00	0.00
480 ACT	48.00	99.86	0.00	0.00
481 ACT	333.00	1,463.96	0.00	0.00
482 ACT-NP	240.00	473.10	0.00	0.00
483 ACT-NP	293.00	1,140.89	0.00	0.00
485 ACT %	0.00	677.77	0.00	0.00
510 EXPERT	1,600.00	2,077.00	0.00	0.00
515 FTO	44.00	1,540.00	0.00	0.00
520 HAZARD	1,440.00	1,967.30	0.00	0.00
523 SP ASS	960.00	955.41	0.00	0.00
530 SHIFT	1,280.00	1,400.00	0.00	0.00
545 ADDNL	0.00	200.00	0.00	0.00
600 LONG	240.00	138.46	0.00	0.00
737 SM	416.00	230.77	0.00	0.00
800 4850	318.00	11,008.13	0.00	0.00
801 DI	57.60	1,409.69	0.00	0.00
805 RETR	0.00	1,349.93	0.00	0.00
806 RETO	0.00	455.76	0.00	0.00
866 SIG BO	0.00	2,500.00	0.00	0.00
900 AWOP	198.56	0.00	0.00	0.00

TOTALS PROOF

Pay Period 10/28/25 To 11/10/25

WARRANT: 111425 PAYROLL TYPE: BI WEEKLY

CHECK DATE: 11/14/2025

990 LFE>50	0.00	800.54	0.00	0.00
Total:	59,309.69	923,076.25	0.00	0.00
Total Employees: 317				

CITY OF EL CENTRO

TOTALS PROOF

Pay Period 10/28/25 To 11/10/25

WARRANT: 111425 PAYROLL TYPE: BI WEEKLY

CHECK DATE: 11/14/2025

DEDUCTION SUMMARY

DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS	FICA/MED CALC
1000	FICA 6.2%	1,125.75	1,125.75	2,251.50	18,156.57	x 12.40% = 2,251.41
1100	MEDI 1.45%	12,705.16	12,561.39	25,266.55	866,304.87	x 2.90% = 25,122.84
1100	MEDI 1. ADDL				15,974.65	x .90% = 143.77
2000	ADD FAMILY	126.68	0.00	126.68	98,813.48	
2001	ADD IND	99.30	0.00	99.30	80,389.04	
2004	BASIC AD&D F	0.00	14.85	14.85	154,265.57	
2005	BASIC LIFE	0.00	874.35	874.35	881,390.55	
2006	DEP LIFE	0.00	131.50	131.50	885,013.04	
2007	BASIC AD&D	0.00	41.40	41.40	740,028.08	
2010	TERM LIFE	1,476.40	0.00	1,476.40	367,368.48	
2050	ADDL LFE SPO	288.90	0.00	288.90	194,058.47	
2051	ADDL SPS CHI	38.00	0.00	38.00	163,661.27	
2055	SUP LIFE	0.00	217.50	217.50	349,167.12	
2300	MED INS	35,216.54	129,662.75	164,879.29	819,586.59	
2320	EAP	0.00	237.89	237.89	923,076.25	
2325	VISION	0.00	999.00	999.00	567,370.10	
2330	ADMN	0.00	102.60	102.60	39,736.00	
2334	LTD	0.00	200.13	200.13	98,113.85	
2335	LTD	0.00	1,235.86	1,235.86	611,794.04	
2336	STD	0.00	1,593.12	1,593.12	611,794.04	
2345	WORKERS COMP	0.00	70,550.69	70,550.69	785,689.61	
2400	ACCIDENT	833.46	0.00	833.46	167,439.31	
2405	CANCER	1,181.80	0.00	1,181.80	167,596.16	
2406	ICU	60.44	0.00	60.44	17,329.14	
2407	S125 MED	4,489.21	0.00	4,489.21	282,130.20	
2408	S125 DEP CAR	704.00	0.00	704.00	27,984.59	
2409	PERSONAL REC	297.63	0.00	297.63	39,908.80	
2450	STD	722.40	0.00	722.40	64,337.70	
2900	DEF - LINC	5,167.00	0.00	5,167.00	158,357.92	
2901	DEF NRS	815.00	0.00	815.00	32,503.11	
2902	DEF PERS	206.00	0.00	206.00	11,469.55	
3000	FIT	73,014.72	0.00	73,014.72	785,965.92	
4000	SIT	26,197.10	0.00	26,197.10	785,965.92	
6000	CHILD SUPP	3,188.64	0.00	3,188.64	33,650.31	
6501	GARN FTB	1,082.90	0.00	1,082.90	6,430.33	
6550	MISC	50.00	0.00	50.00	1,929.53	
7000	CALPERS ER	0.00	17,363.63	17,363.63	180,682.96	
7001	CALPERS EE	12,647.80	0.00	12,647.80	180,682.96	
7002	CALPERS EE	21,131.52	0.00	21,131.52	278,074.53	
7003	CALPERS PREP	0.00	26,203.23	26,203.23	278,074.53	
7010	CALPERS ER	0.00	43,921.57	43,921.57	166,685.31	
7011	CALPERS EE	20,002.25	0.00	20,002.25	166,685.31	
7012	CALPERS EE	21,437.16	0.00	21,437.16	147,842.39	
7013	CALPERS ER	0.00	22,117.24	22,117.24	147,842.39	
7015	SURVIVOR BEN	256.68	0.00	256.68	904,919.68	
8110	AT ACCIDENT	17.96	0.00	17.96	20,568.79	
8151	AT AD&D IND	0.30	0.00	0.30	1,715.96	
8175	AT-ROTH LINC	325.00	0.00	325.00	15,444.78	

CITY OF EL CENTRO



TOTALS PROOF

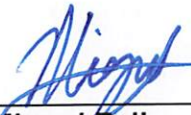
Pay Period 10/28/25 To 11/10/25

WARRANT: 111425 PAYROLL TYPE: BI WEEKLY CHECK DATE: 11/14/2025

8500	FFA DUES	1,420.00	0.00	1,420.00	186,359.01
8515	POA DUES	3,000.00	0.00	3,000.00	228,503.79
8535	ARAG LEGAL	318.76	0.00	318.76	97,338.23
8545	GEA DUES	2,050.00	0.00	2,050.00	174,186.21
9996	DIRECT DEP	950.00	0.00	950.00	13,610.82
9997	DIRECT DEP	520.00	0.00	520.00	7,250.63
9998	DIRECT DEP	14,973.63	0.00	14,973.63	102,845.84
9999	DIRECT DEP	611,169.92	0.00	611,169.92	873,160.63
Total:		879,308.01	329,154.45	1,208,462.46	
Total Employees: 317					

** END OF REPORT - Generated by Cristhian Zambrano **

10/28/2025-11/10/2025
PAYDATE: 11/14/2025


Miguel Felix
INTERIM FINANCE MANAGER

TOTALS PROOF

Pay Period 11/01/24 To 11/30/25

WARRANT: 112625 PAYROLL TYPE: BI WEEKLY

CHECK DATE: 11/26/2025

EARNINGS SUMMARY

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PAY TYPE	HOURS	AMOUNT	PAY EARNED	ESCROW AMOUNT
100 REG	18,343.50	580,334.09	0.00	0.00
150 HRLY	1,333.50	25,155.48	0.00	0.00
180 AWP	327.00	11,536.22	0.00	0.00
200 OT1.0	2.50	103.98	0.00	0.00
201 OT1.5	1,341.00	68,294.61	0.00	0.00
202 OT2.0	18.50	905.59	0.00	0.00
205 HOL 1.	32.00	987.65	0.00	0.00
206 HP 1.5	65.00	3,283.36	0.00	0.00
210 FLSA	104.00	3,429.29	0.00	0.00
215 OCP1.0	132.00	3,791.06	0.00	0.00
216 OCP1.5	16.00	1,020.22	0.00	0.00
217 CBP1.5	207.00	9,632.97	0.00	0.00
218 STBY	61.00	2,786.96	0.00	0.00
226 CTPS	309.25	13,015.19	0.00	0.00
300 VAC	1,013.15	31,235.80	0.00	0.00
310 SICK	394.19	11,897.96	0.00	0.00
320 ADMN	8.00	500.17	0.00	0.00
330 ANNUAL	458.50	19,280.68	0.00	0.00
340 PN	87.50	2,164.99	0.00	0.00
345 VP	160.00	14,232.47	0.00	0.00
350 CMP1.5	90.50	0.00	0.00	0.00
351 CMPUSD	167.50	5,504.26	0.00	0.00
352 CMP1.0	17.00	0.00	0.00	0.00
354 HOL AC	9.00	0.00	0.00	0.00
355 HOLI	1,585.00	49,310.23	0.00	0.00
356 BDAY	35.00	921.47	0.00	0.00
360 BERE	8.00	151.15	0.00	0.00
400 CAR	1,920.00	1,523.08	0.00	0.00
410 BLNG	9,762.41	4,913.39	0.00	0.00
411 BLNG	0.00	60.00	0.00	0.00
415 PREM	800.00	1,000.00	0.00	0.00
420 EDI	5,664.00	7,206.16	0.00	0.00
440 CERT %	3,753.00	8,968.89	0.00	0.00
445 CERT	3,504.00	3,666.04	0.00	0.00
481 ACT	220.00	949.37	0.00	0.00
482 ACT-NP	240.00	473.10	0.00	0.00
483 ACT-NP	427.00	1,570.14	0.00	0.00
485 ACT %	0.00	677.77	0.00	0.00
510 EXPERT	1,600.00	2,077.00	0.00	0.00
515 FTO	37.00	1,295.00	0.00	0.00
520 HAZARD	1,440.00	1,967.30	0.00	0.00
523 SP ASS	960.00	955.41	0.00	0.00
530 SHIFT	1,200.00	1,500.00	0.00	0.00
545 ADDNL	0.00	200.00	0.00	0.00
600 LONG	240.00	138.46	0.00	0.00
737 SM	416.00	230.77	0.00	0.00
800 4850	272.00	9,638.75	0.00	0.00
801 DI	48.57	1,199.91	0.00	0.00
866 SIG BO	0.00	2,500.00	0.00	0.00

TOTALS PROOF

Pay Period 11/01/24 To 11/30/25

WARRANT: 112625 PAYROLL TYPE: BI WEEKLY

CHECK DATE: 11/26/2025

900 AWOP	199.09	0.00	0.00	0.00
990 LFE>50	0.00	793.04	0.00	0.00
Total:	59,028.66	912,979.43	0.00	0.00
Total Employees: 317				

CITY OF EL CENTRO



TOTALS PROOF

Pay Period 11/01/24 To 11/30/25

WARRANT: 112625 PAYROLL TYPE: BI WEEKLY

CHECK DATE: 11/26/2025

DEDUCTION SUMMARY

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DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS	FICA/MED CALC
1000	FICA 6.2%	1,279.53	1,279.53	2,559.06	20,637.79	x 12.40% = 2,559.09
1100	MEDI 1.45%	12,604.48	12,437.81	25,042.29	857,780.21	x 2.90% = 24,875.63
1100	MEDI 1. ADDL				18,519.05	x .90% = 166.67
2000	ADD FAMILY	126.68	0.00	126.68	105,934.09	
2001	ADD IND	99.30	0.00	99.30	76,004.94	
2004	BASIC AD&D F	0.00	14.85	14.85	138,389.98	
2005	BASIC LIFE	0.00	877.70	877.70	870,365.22	
2006	DEP LIFE	0.00	0.50	0.50	6,645.58	
2007	BASIC AD&D	0.00	41.58	41.58	742,673.12	
2010	TERM LIFE	1,483.40	0.00	1,483.40	374,014.82	
2050	ADDL LFE SPO	288.90	0.00	288.90	197,277.85	
2051	ADDL SPS CHI	38.00	0.00	38.00	179,020.61	
2055	SUP LIFE	0.00	220.50	220.50	325,824.88	
2300	MED INS	35,216.54	129,662.75	164,879.29	780,603.17	
2320	EAP	0.00	238.65	238.65	885,731.77	
2325	VISION	0.00	999.00	999.00	542,120.70	
2330	ADMN	0.00	102.60	102.60	36,971.78	
2334	LTD	0.00	200.13	200.13	98,113.85	
2335	LTD	0.00	1,240.45	1,240.45	614,656.52	
2336	STD	0.00	1,597.59	1,597.59	614,656.52	
2345	WORKERS COMP	0.00	70,927.67	70,927.67	789,878.48	
2400	ACCIDENT	833.46	0.00	833.46	178,977.78	
2405	CANCER	1,181.80	0.00	1,181.80	171,863.67	
2406	ICU	60.44	0.00	60.44	23,158.91	
2407	S125 MED	4,489.21	0.00	4,489.21	279,404.06	
2408	S125 DEP CAR	704.00	0.00	704.00	26,648.27	
2409	PERSONAL REC	297.63	0.00	297.63	38,168.39	
2450	STD	722.40	0.00	722.40	72,488.98	
2900	DEF - LINC	5,167.00	0.00	5,167.00	148,433.90	
2901	DEF NRS	815.00	0.00	815.00	31,991.38	
2902	DEF PERS	206.00	0.00	206.00	11,469.55	
3000	FIT	66,605.99	0.00	66,605.99	777,217.18	
4000	SIT	23,048.19	0.00	23,048.19	777,217.18	
6000	CHILD SUPP	3,188.64	0.00	3,188.64	32,950.47	
6501	GARN FTB	1,082.90	0.00	1,082.90	6,784.93	
6550	MISC	50.00	0.00	50.00	1,929.53	
7000	CALPERS ER	0.00	17,620.09	17,620.09	183,351.65	
7001	CALPERS EE	12,834.61	0.00	12,834.61	183,351.65	
7002	CALPERS EE	21,290.27	0.00	21,290.27	274,713.68	
7003	CALPERS PREP	0.00	26,399.96	26,399.96	274,713.68	
7010	CALPERS ER	0.00	43,943.92	43,943.92	166,770.12	
7011	CALPERS EE	20,012.40	0.00	20,012.40	166,770.12	
7012	CALPERS EE	21,305.53	0.00	21,305.53	146,934.68	
7013	CALPERS ER	0.00	21,981.41	21,981.41	146,934.68	
7015	SURVIVOR BEN	256.68	0.00	256.68	892,341.64	
8110	AT ACCIDENT	17.96	0.00	17.96	20,274.99	
8151	AT AD&D IND	0.30	0.00	0.30	1,954.28	
8175	AT-ROTH LINC	325.00	0.00	325.00	16,302.87	

CITY OF EL CENTRO



TOTALS PROOF

Pay Period 11/01/24 To 11/30/25

WARRANT: 112625 PAYROLL TYPE: BI WEEKLY CHECK DATE: 11/26/2025

8500	FFA DUES	1,420.00	0.00	1,420.00	164,045.32
8515	POA DUES	3,000.00	0.00	3,000.00	220,416.20
8535	ARAG LEGAL	318.76	0.00	318.76	89,645.58
8545	GEA DUES	2,050.00	0.00	2,050.00	176,039.86
9996	DIRECT DEP	1,050.00	0.00	1,050.00	14,433.74
9997	DIRECT DEP	520.00	0.00	520.00	8,330.63
9998	DIRECT DEP	14,973.63	0.00	14,973.63	109,111.18
9999	DIRECT DEP	611,471.71	0.00	611,471.71	859,550.41
Total:		870,436.34	329,786.69	1,200,223.03	
Total Employees: 317					

** END OF REPORT - Generated by Cristhian Zambrano **

11/11/2025-11/24/2025
PAYDATE: 11/26/2025

Miguel Felix
INTERIM FINANCE MANAGER

TOTALS PROOF

Pay Period 11/11/25 To 11/24/25

WARRANT: HP1126 PAYROLL TYPE: HP1

CHECK DATE: 11/26/2025

EARNINGS SUMMARY

=====

PAY TYPE	HOURS	AMOUNT	PAY EARNED	ESCROW AMOUNT
860 HP1	3,474.40	138,505.60	0.00	0.00
Total:	3,474.40	138,505.60	0.00	0.00
Total Employees: 47				

TOTALS PROOF

Pay Period 11/11/25 To 11/24/25

WARRANT: HP1126 PAYROLL TYPE: HP1

CHECK DATE: 11/26/2025

DEDUCTION SUMMARY

DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS	FICA/MED CALC
1100	MEDI 1.45%	2,121.20	2,008.32	4,129.52	138,505.60 x 2.90% =	4,016.66
1100	MEDI 1. ADDL				12,541.90 x .90% =	112.88
3000	FIT	19,439.22	0.00	19,439.22	119,913.44	
4000	SIT	5,858.42	0.00	5,858.42	119,913.44	
7010	CALPERS ER	0.00	15,716.08	15,716.08	59,643.67	
7011	CALPERS EE	7,157.24	0.00	7,157.24	59,643.67	
7012	CALPERS EE	11,434.92	0.00	11,434.92	78,861.93	
7013	CALPERS ER	0.00	11,797.72	11,797.72	78,861.93	
Total:		46,011.00	29,522.12	75,533.12		
Total Employees: 47						

** END OF REPORT - Generated by Cristhian Zambrano **

HOLIDAY PAY

11/11/2025-11/24/2025

PAYDATE: 11/26/2024



Miguel Felix
INTERIM FINANCE MANAGER

CITY OF EL CENTRO



TOTALS PROOF

Pay Period 11/11/25 To 11/24/25

WARRANT: V1126 PAYROLL TYPE: VOID

CHECK DATE: 11/26/2025

EARNINGS SUMMARY

PAY TYPE	HOURS	AMOUNT	PAY EARNED	ESCROW AMOUNT
100 REG	-68.00	-1,699.87	0.00	0.00
355 HOLI	-12.00	-299.98	0.00	0.00
Total:	-80.00	-1,999.85	0.00	0.00
Total Employees: 1				

CITY OF EL CENTRO



TOTALS PROOF

Pay Period 11/11/25 To 11/24/25

WARRANT: V1126 PAYROLL TYPE: VOID

CHECK DATE: 11/26/2025

DEDUCTION SUMMARY

DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS	FICA/MED CALC
1100	MEDI 1.45%	-27.16	-27.16	-54.32	-1,872.95 X 2.90% =	-54.32
2005	BASIC LIFE	0.00	-3.35	-3.35	-1,999.85	
2007	BASIC AD&D	0.00	-0.18	-0.18	-1,999.85	
2320	EAP	0.00	-0.72	-0.72	-1,999.85	
2335	LTD	0.00	-4.08	-4.08	-1,999.85	
2336	STD	0.00	-6.97	-6.97	-1,999.85	
2345	WORKERS COMP	0.00	-179.99	-179.99	-1,999.85	
2407	S125 MED	-126.90	0.00	-126.90	-1,999.85	
3000	FIT	-127.75	0.00	-127.75	-1,717.96	
4000	SIT	-40.09	0.00	-40.09	-1,717.96	
7002	CALPERS EE	-154.99	0.00	-154.99	-1,999.85	
7003	CALPERS PREP	0.00	-192.19	-192.19	-1,999.85	
7015	SURVIVOR BEN	-0.93	0.00	-0.93	-1,999.85	
9999	DIRECT DEP	-1,522.03	0.00	-1,522.03	-1,999.85	
Total:		-1,999.85	-414.64	-2,414.49		
Total Employees: 1						

** END OF REPORT - Generated by Cristhian Zambrano **

VOID CHECK

Reason: VOID Check

11/11/2025-11/24/2025

PAYDATE: 11/26/2025

Miguel Felix

INTERIM FINANCE MANAGER

CITY OF EL CENTRO



TOTALS PROOF

Pay Period 11/11/25 To 11/24/25

WARRANT: M1126 PAYROLL TYPE: MISC

CHECK DATE: 11/26/2025

EARNINGS SUMMARY

PAY TYPE	HOURS	AMOUNT	PAY EARNED	ESCROW AMOUNT
100 REG	68.00	1,699.87	0.00	0.00
355 HOLI	12.00	299.98	0.00	0.00
Total:	80.00	1,999.85	0.00	0.00
Total Employees: 1				

CITY OF EL CENTRO



TOTALS PROOF

Pay Period 11/11/25 To 11/24/25

WARRANT: M1126 PAYROLL TYPE: MISC

CHECK DATE: 11/26/2025

DEDUCTION SUMMARY

DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS	FICA/MED CALC
1100	MEDI 1.45%	27.16	27.16	54.32	1,872.95 X 2.90% =	54.32
2005	BASIC LIFE	0.00	3.35	3.35	1,999.85	
2007	BASIC AD&D	0.00	0.18	0.18	1,999.85	
2320	EAP	0.00	0.72	0.72	1,999.85	
2335	LTD	0.00	4.08	4.08	1,999.85	
2336	STD	0.00	6.97	6.97	1,999.85	
2345	WORKERS COMP	0.00	179.99	179.99	1,999.85	
2407	S125 MED	126.90	0.00	126.90	1,999.85	
3000	FIT	127.75	0.00	127.75	1,717.96	
4000	SIT	40.09	0.00	40.09	1,717.96	
7002	CALPERS EE	154.99	0.00	154.99	1,999.85	
7003	CALPERS PREP	0.00	192.19	192.19	1,999.85	
7015	SURVIVOR BEN	0.93	0.00	0.93	1,999.85	
Total:		477.82	414.64	892.46		
Total Employees: 1						

** END OF REPORT - Generated by Cristhian Zambrano **

MISCELLANEOUS CHECK

11/11/2025-11/24/2025

PAYDATE: 11/26/2025

Miguel Felix
INTERIM FINANCE MANAGER



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-409)

Item: 6.

Meeting: 12/16/2025 3:30 PM

Department: Finance

Category: Informational Items

Prepared by: Nora Salas, Accountant

Department Head:

DOC ID: 2025-409

Approval of the Treasurer's Report for the month of November 2025.

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. Treasurer's Report November 2025

**CITY OF EL CENTRO
TREASURER'S REPORT
SCHEDULE OF INVESTMENTS
NOVEMBER 2025**

	<u>Maturity Date</u>	<u>Par</u>	<u>Rate (Pcnt)</u>	<u>YTM</u>	<u>Cost</u>	<u>Market Value</u>
<u>GENERAL ACCOUNT</u>						
<i>U.S. Savings and CD's</i>						
Bank Amer NA Charlotte 06051XE32	09/17/26	250,000.00	3.700	3.700	250,000.00	249,772.50
Haddon SVGS Haddon 40473OFV0	09/29/26	250,000.00	3.700	3.700	250,000.00	249,785.00
Merrick South Jordan Utah 59013LDQ4	04/12/27	250,000.00	3.600	3.600	250,000.00	249,560.00
Transportation Alliance Bk Inc 89388CKS6	04/15/27	250,000.00	3.600	3.600	250,000.00	249,535.00
Toyota Finl Svgs Bk 89235MTE1	09/20/27	250,000.00	3.600	3.600	250,000.00	249,512.50
Bank Sun Prairie Wis 065226AY8	09/24/27	250,000.00	3.550	3.550	250,000.00	249,200.00
University Ill Cmnty Cr 914359AQ7	09/24/27	250,000.00	3.650	3.650	250,000.00	249,667.50
Atlantic Cmnty Bankers 04846LAG8	09/29/27	250,000.00	3.700	3.710	250,000.00	249,137.50
Mutualone Bk Framingham Ma 62847HFG9	10/06/27	250,000.00	3.600	3.600	250,000.00	249,387.50
Kemba Finl Cr Un 48836LCT7	10/12/27	250,000.00	3.600	3.600	250,000.00	249,442.50
BMW Bk North Amer Salt Lake 05612LGE6	09/19/28	250,000.00	3.600	3.600	250,000.00	249,120.00
Goldman Sachs Bk USA New York 3815OV6S3	09/25/28	250,000.00	3.550	3.550	250,000.00	248,870.00
Civic Fed Cr Un Raleigh NC 178808AF8	09/26/28	250,000.00	3.650	3.650	250,000.00	249,475.00
Bankers Bk Okla City 06610QFLO	09/29/28	250,000.00	3.550	3.560	250,000.00	248,777.50
Dort Finl Cr Un Grand Blanc Mi 25844MCG1	10/10/28	250,000.00	3.700	3.690	250,000.00	249,852.50
Freedom Bk of Va Fairfax Va CTF 35633MFZ0	10/16/28	250,000.00	3.600	3.610	250,000.00	249,120.00
Amercian Eagle Bk South 02554NHG9	12/26/28	250,000.00	3.500	3.510	250,000.00	248,280.00
Gulf Atlantic Bk Key West 40216LCM9	03/29/29	250,000.00	3.500	3.520	250,000.00	247,940.00
Hardin Cnty Svgs Bk Eldora 412022EA9	09/19/29	250,000.00	3.500	3.530	250,000.00	247,317.50
Gbank Las Vegas Nev Ctf 3683OMBW0	09/26/29	250,000.00	3.500	3.530	250,000.00	247,290.00
Morgan Stanley Private Bk Ntl Assn 61776NZA4	10/08/30	250,000.00	3.750	3.760	250,000.00	248,885.00
Morgan Stanley Bk N A Salt Lake 61778GB1	10/08/30	250,000.00	3.750	3.760	250,000.00	248,885.00
Subtotal		<u>\$ 5,500,000.00</u>			<u>\$ 5,500,000.00</u>	<u>\$ 5,478,812.50</u>
<i>US Treasury Securities</i>						
United States Treas Nts 91282CNU1	08/15/28	3,000,000	3.625	3.610	3,000,000.00	3,010,320.00
United States Treas Nts 91282CLN9	09/30/29	2,000,000	3.500	3.500	2,000,000.00	1,996,320.00
United States Treas Nts 91282CNX5	02/28/26	3,000,000	3.625	3.620	3,000,000.00	3,003,060.00
Subtotal		<u>\$ 8,000,000.00</u>			<u>\$ 8,000,000.00</u>	<u>\$ 8,009,700.00</u>
<i>U.S. Government Obligations</i>						
Federal Home Loan Bks 3130AM2F8	04/29/26	\$ 750,000	1.125	1.140	750,000.00	741,502.50
Federal Natl Mtg Assn Benchmark 3135GOK36	04/24/26	\$ 2,000,000	2.130	2.140	2,000,000.00	1,986,960.00
Federal Farm Cr Bks Cons Sysyemwide 3133ETB22	09/30/27	\$ 2,000,000	3.730	3.730	2,000,000.00	1,997,040.00
Federal Natl Mtg Assn Medium T 3136GASA8	09/01/28	\$ 2,000,000	3.750	3.750	2,000,000.00	1,997,660.00
Federal Farm Cr Bks Cons Systemwide 3133ETYX9	09/24/29	\$ 2,000,000	3.900	3.900	2,000,000.00	1,998,380.00
Federal Agric MTG Corp Medium T 31424WV33	09/17/30	\$ 2,000,000	3.750	3.760	2,000,000.00	1,993,940.00
Federal Natl MTG Assn Medium T 3136GASX8	09/18/30	\$ 1,500,000	3.750	3.760	1,500,000.00	1,495,125.00
Subtotal		<u>\$ 12,250,000</u>			<u>\$ 12,250,000.00</u>	<u>\$ 12,210,607.50</u>
Subtotal		<u>25,750,000</u>			<u>25,750,000</u>	<u>25,699,120</u>
<i>Other Investments</i>						
Cash Equiv.		\$ 5,964,990	0.010	0.010	5,964,989.78	5,964,989.78
Local Agency Investment Fund		<u>\$ 67,176,798</u>	<u>4.150</u>	<u>4.150</u>	<u>67,176,797.62</u>	<u>67,176,797.62</u>
Subtotal		<u>73,141,787</u>			<u>73,141,787.40</u>	<u>73,141,787.40</u>
Subtotal		<u>98,891,787</u>			<u>98,891,787.40</u>	<u>98,840,907.40</u>
<u>Bonds</u>						
Series B - 2007 Redevelopment		\$ 1,979,957	0.010	0.010	1,979,956.54	1,979,956.54
2021 Series A - Library Bond Project		\$ 1,097,003	0.010	0.010	1,097,002.92	1,097,002.92
2023 Series A - Police Station Project		<u>\$ 24,987,692</u>	<u>0.010</u>	<u>0.010</u>	<u>24,987,692.05</u>	<u>24,987,692.05</u>
		<u>28,064,652</u>			<u>28,064,651.51</u>	<u>28,064,651.51</u>
Total		<u>\$ 126,956,438.91</u>			<u>\$ 126,956,438.91</u>	<u>\$ 126,905,558.91</u>

**CITY OF EL CENTRO
TREASURER'S REPORT
SCHEDULE OF INVESTMENTS
NOVEMBER 2025**

	<u>This Month</u>	<u>Fiscal YTD</u>	<u>Prior Fiscal Year YTD Same Period</u>
<u>Interest Received</u>			
Other Investments	\$ 6,862	\$ 72,797	\$ 223,269
LAIF	<u>725,898</u>	<u>1,446,023</u>	<u>1,548,338</u>
Total	\$ 732,760	\$ 1,518,820	\$ 1,771,607

	<u>Balance 10/31/25</u>	<u>Change</u>	<u>Balance 11/30/25</u>
<u>Monthly Activity</u>			
<u>General Accounts</u>			
U.S. Savings and CD's	5,500,000	\$ -	5,500,000
U.S. Treasury Securities	8,000,000	\$ -	8,000,000
U.S. Government Obligations	12,250,000	\$ -	12,250,000
Cash Equiv. & Other Investments	5,964,964	\$ 25	5,964,990
LAIF	<u>67,176,798</u>	<u>\$ -</u>	<u>67,176,798</u>
	\$ 98,891,762	25	\$ 98,891,787
<u>Trustee Accounts</u>			
Series B - 2007 Redevelopment	\$ 1,967,001	\$ 12,955	\$ 1,979,957
Library 2021 Bond Project	1,096,994	9.17	1,097,003
El Centro Police 2023 Bond Project	<u>24,899,517</u>	<u>88,175</u>	<u>24,987,692</u>
	\$ 27,963,512	101,140	\$ 28,064,652
Total	\$ 126,855,274		\$ 126,956,439

I hereby certify that this report reflects the pooled investments of the City of El Centro and is in conformity with the Investment Policy of the City as adopted by the City Council on February 21, 2001. A copy of this Policy is available at the Office of the City Clerk. In the opinion of the undersigned, the City's expenditure requirements for the following six months, can be met from projected revenues and maturities of Investments listed herein.


Elizabeth Fuchen
Interim Finance Director

**City of El Centro
Treasurer's Report
Summary of Investments
as of 11/30/2025**

		Cost/Par	Investment income to-date	Unrealized gain/loss (*) (**)	Net increase decrease	Market Value end of Period	percent of total
1	U.S. Savings and CD's	\$ 5,500,000		\$ (21,188)		\$ 5,478,813	6%
2	U.S Treasury Securities	\$ 8,000,000		\$ 9,700		\$ 8,009,700	8%
3	U.S. Government Obligati	\$ 12,250,000		\$ (39,393)		\$ 12,210,608	12%
4	Cash Equiv. & Other Inves	\$ 5,964,990		\$ -		\$ 5,964,990	6%
5	LAIF	\$ 67,176,798		\$ -		\$ 67,176,798	68%
	Total	\$ 98,891,787	\$ -	\$ (50,880)	\$ -	\$ 98,840,907	100%

(*) Investments 1 through 5

Investments are held to maturity redemption is at cost rendering no loss.



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-424)

Item: 7.

Meeting: 12/16/2025 3:30 PM

Department: City Clerk

Category: Action Item

Prepared by: Norma Wyles, City Clerk

Department Head: Norma Wyles

DOC ID: 2025-424

**Approval of City Council Minutes of December 1, 2025, December 2, 2025, and
December 8, 2025.**

CITY MANAGER'S RECOMMENDATION:

Approval of City Council Minutes of December 1, 2025, December 2, 2025, and December 8, 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. 12-01-2025 Cancelled CC Minutes
2. 12-02-2025 Regular CC Minutes
3. 12-08-2025 Cancelled CC Minutes

**SPECIAL MEETING
EL CENTRO CITY COUNCIL
CITY HALL, COUNCIL CHAMBERS
1275 MAIN STREET, EL CENTRO, CA
MONDAY, DECEMBER 1, 2025 1:00 P.M.**

Meeting Cancellation Notice: This being a special meeting of the El Centro City Council, to be held on December 1, 2025 at 1:00 p.m., and with all Council Members absent by unanimous consent, the undersigned City Clerk of the City of El Centro hereby declared the meeting canceled.

Notice was posted as legally required.

Next regular meeting to be held on Tuesday, December 2, 2025 at 1:00 p.m.

Norma Wyles, City Clerk

APPROVED BY:

Sonia Carter, Mayor

**REGULAR MEETING
EL CENTRO CITY COUNCIL
CITY HALL, COUNCIL CHAMBERS
1275 MAIN STREET, EL CENTRO, CA
TUESDAY, DECEMBER 2, 2025, 1:00 P.M.**

The El Centro City Council met in a regular session on Tuesday, December 2, 2025 at 1:12 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, City Manager Sawyer, City Attorney Martyn Evans

CLOSED SESSION PUBLIC COMMENT

None

CITY COUNCIL CLOSED SESSION

Moved by Crankshaw, second by Camarena, to adjourn into closed session for:

**CLOSED SESSION PURSUANT TO GOVT. CODE SECTION 54957.6 – CONFERENCE WITH
LABOR NEGOTIATORS:**

City Representatives: Interim Finance Directors Liz Fuchen and Andy Heath, Dulce Bedolla
Negotiating with all employees' organizations and groups except the Police Department and Water & Wastewater
Negotiations regarding salaries and benefits

**CLOSED SESSION PURSUANT TO GOVT. CODE SECTION 549596(d)(2) – Possible litigation against
the City - 1 case**

**CLOSED SESSION PURSUANT TO GOVT. CODE SECTION 54956.8 – CONFERENCE WITH
REAL PROPERTY NEGOTIATORS:**

Property: 1415 Ross and associated properties (ECRMC)
Agency Negotiator: City Manager and Special Counsel
Under Negotiation: Price and/or Terms

**CLOSED SESSION PURSUANT TO GOVT. CODE SECTION 54956.9(a) – Existing Litigation City of
El Centro v. Norvalk, receivership for 759 Main St.**

Motion carried unanimously.

The meeting transitioned from Closed Session to Open Session at 6:10 pm, addressing all listed items. Subsequently, the Council moved to adjourn into a final Closed Session at 7:53 p.m. to conclude matters and meeting ended at 9:00 p.m.

City Council recessed to 6:00 p.m.

OPEN SESSION

The El Centro City Council met in a regular session on Tuesday, December 2, 2025, at 6:15 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, City Manager Sawyer, City Attorney Martyn Evans

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

CITY ATTORNEY REPORT ON CLOSED SESSION

No reportable action.

PUBLIC COMMENTS

Public comment was received from Peter Rodriguez, Mary Helen McCombs (spoke on three different items) and Jason Jackson.

CONSENT AGENDA (ITEMS 1-8)

Moved by Marroquin, second by Camarena, approving consent items # 1-7.

1. 2nd Reading and Adoption of **Ordinance No. 25-09**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO REPEALING CHAPTER 7, ARTICLES THROUGH XVIII OF THE CITY CODE IN THEIR ENTIRETY AND READOPTING CHAPTER 7, ARTICLES 1 THROUGH XVIII BY REFERENCE TO THE UPDATED AND MOST RECENT CALIFORNIA ADMINISTRATIVE CODE, MECHANICAL CODE, PLUMBING CODE, ENERGY CODE, HISTORICAL BUILDING CODE, EXISTING BUILDING CODE, GREEN BUILDING CODE, AND INTERNATIONAL PROPERTY MAINTENANCE CODE, AND UNIFORM CODE FOR THE ABATEMENT AND DANGEROUS BUILDINGS, PROVIDING FOR PAYMENT OF FEES AND CERTAIN MOBILE HOME REQUIREMENTS AS WELL AS SEISMIC STRENGTHENING FOR UNREINFORCED MASONRY WALL, waived reading and adopted by title only.
2. 2nd Reading and Adoption of **Ordinance No. 25-10**, AN ORDINANCE FOR THE CITY OF EL CENTRO REPEALING IN ITS ENTIRETY AND READOPTING CHAPTER 10, ARTICLE III, SECTION 10-41 TO ADOPT THE 2025 CALIFORNIA FIRE CODE WITH AMENDMENTS AND ADOPT ARTICLE VI TO THE 2025 WILDLAND AND URBAN INTERFACE CODE, waived reading and adopted by title only.
3. Approval of City Council minutes of November 18, 2025 and November 20, 2025.
4. Adoption of **Resolution No. 25-81**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDED THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE SHADE STRUCTURE IMPROVEMENTS PROJECT.
5. Adoption of **Resolution No. 25-82**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AND AUTHORIZING THE PURCHASE OF A SLUDGE PUMP FOR THE PUBLIC WORKS WATER TREATMENT PLANT.

6. Approval of Ordinance No. 25-11, AN UNCODED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ANNUAL RENEWAL OF ORDINANCE NO. 22-06 REGARDING THE CONTINUING USE OF MILITARY EQUIPMENT PURSUANT TO POLICY OF THE EL CENTRO POLICE DEPARTMENT, waived reading and approved as first reading and authorize City Clerk to place on the next agenda for second reading and adoption.
7. Adoption of Resolution No. 25-83, RESOLUTION OF THE COUNCIL OF THE CITY OF EL CENTRO AMENDING RESOLUTION NO. 22-70, MEMORANDUM OF UNDERSTANDING DATED JANUARY 1, 2022 – DECEMBER 31, 2025, SUPERVISORY, PROFESSIONAL, AND TECHNICAL EMPLOYEES' ASSOCIATION.
8. ***Item was pulled from consent agenda by Mayor Pro-Tem Ellett to return at a later meeting.** Received and file Planning Commission Resolution No. 25-16, denying Zoning Variance 25-01 and associated findings.

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

PUBLIC HEARING

9. This was the scheduled date and time for a public hearing to consider the recommendation of the Planning Commission regarding an update to single-family development standards. Presentation by Angel Hernandez, Community Development Director.

Council Members Camarena and Crankshaw questioned why the city was considering changes to residential setbacks. Mr. Hernandez explained that the intention was to align El Centro's standards with those of other cities and to create more standardized lot sizes.

Council Member Camarena asked if the purpose was to increase housing in El Centro, and Mr. Hernandez confirmed that it was.

Council Member Crankshaw asked whether the proposed standards resembled the development near Aten and Dogwood Road and whether smaller lots might create public safety concerns due to tighter streets. Mr. Hernandez acknowledged that such designs can create safety issues but stated that the developments still meet all minimum requirements. He also clarified that no changes to lot sizes were currently being implemented.

Council Member Marroquin expressed discomfort with reducing lot sizes by half and asked whether developers were requesting these changes. She also asked whether proposals for lots sized 2,500 to 3,000 square feet would require City Council approval. Mr. Hernandez responded that such small lots are not allowed under the City's current ordinance.

Mayor Carter asked whether any Imperial Valley cities were adopting similar requirements. Mr. Hernandez confirmed that other cities in the region actually have stricter standards.

Mayor Carter opened the public hearing and invited anyone wishing to speak to come forward. Seeing no one come forward, Mayor Carter closed the public hearing and returned the item to the City Council for comments.

Council Member Crankshaw also asked why the General Plan would have to be changed to adjust setbacks or lot sizes. Mr. Hernandez clarified that no General Plan amendment was being proposed and that the city was only considering adopting an ordinance.

Mayor Pro-Tem Ellett expressed concern regarding the community's ability to offer affordable housing, emphasizing that smaller lots could help achieve greater affordability. She also highlighted ongoing parking challenges, stating that a twenty-foot setback is beneficial because it can accommodate more vehicles.

Public comments were received by Mary Helen McCombs and Marty Coyne who is developing these subdivisions.

Moved by Ellett, second by Camarena, approval of **Ordinance No. 25-12**, ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO MUNICIPAL CODE REGARDING SINGLE FAMILY RESIDENTIAL DEVELOPMENT STANDARDS, waived reading and approved as first reading and authorize City Clerks to place on the next agenda for second reading and adoption.

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

NEW BUSINESS

10. Presentation by Dulce Bedolla, Human Resource Director, appointment of the City of El Centro Finance Director.

Motion by Marroquin, second by Carter, adoption of **Resolution No. 25-82**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ESTABLISHING THE COMPENSATION AND EMPLOYMENT TERMS FOR THE POSITION OF DIRECTOR OF FINANCE.

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

11. Presentation by Kelly Brown, Police Chief, defining and restricting the Use of Public Streets Medians.

Motion by Marroquin, second by Ellett, introduce and approved **Ordinance No. 25-13**, AN ORDINANCE OF THE CITY COUNCIL OF EL CENTRO, CALIFORNIA DEFINING AND RESTRICTING THE USE OF PUBLIC STREET MEDIANS, waive reading and approve as first reading and authorize the City Clerk to place on the next agenda for second reading and adoption.

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

12. Presentation by Adriana Nava, Community Services Director, discussion and related action regarding the “Banners for Graduates” downtown program, in collaboration with the Friends of El Centro Community Services Foundation. Council members asked information regarding the program and Ms. Nava answered all their questions.

Moved by Crankshaw, second by Marroquin, approval of the Banners for Graduates Program, in collaboration with the Friends of El Centro Community Services Foundation.

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

13. Moved by Crankshaw, second by Camarena, approval of a community sponsorship for the Imperial Valley College Foundation, Women in Law in the amount of **\$500.00**.

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 activities since the last City Council meeting and shared information on upcoming events.

CITY MANAGER REPORT

Reported on recent activities.

ADJOURNMENT

After open session ended at 7:53 p.m., City Council reconvened into closed session with a motion by Mayor Carter and a second by Council Member Camarena. Reconvened closed session ended at 9:00 p.m.

Norma Wyles, City Clerk

APPROVED BY:

Sonia Carter, Mayor

**SPECIAL MEETING
EL CENTRO CITY COUNCIL
CITY HALL, COUNCIL CHAMBERS
1275 MAIN STREET, EL CENTRO, CA
MONDAY, DECEMBER 8, 2025 6:00 P.M.**

Meeting Cancellation Notice: This being a special meeting of the El Centro City Council, to be held on December 8, 2025 at 6:00 p.m., and with all Council Members absent by unanimous consent, the undersigned City Clerk of the City of El Centro hereby declared the meeting canceled.

Notice was posted as legally required.

Next regular meeting to be held on Tuesday, December 16, 2025 at 3:30 p.m.

Norma Wyles, City Clerk

APPROVED BY:

Sonia Carter, Mayor



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-416)

Item: 8.

Meeting: 12/16/2025 3:30 PM

Department: City Clerk

Category: Action Item

Prepared by: Norma Wyles, City Clerk

Department Head: Norma Wyles

DOC ID: 2025-416

2nd Reading and Adoption of Ordinance No. 25-11, AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ANNUAL RENEWAL OF ORDINANCE NO. 22-06 REGARDING THE CONTINUING USE OF ANNUAL MILITARY EQUIPMENT PURSUANT TO THE POLICY OF THE EL CENTRO POLICE DEPARTMENT, waive reading and adopt by title only.

CITY MANAGER'S RECOMMENDATION:

2nd Reading and Adoption of Ordinance No. 25-11, AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ANNUAL RENEWAL OF ORDINANCE NO. 22-06 REGARDING THE CONTINUING USE OF ANNUAL MILITARY EQUIPMENT PURSUANT TO THE POLICY OF THE EL CENTRO POLICE DEPARTMENT, waive reading and adopt by title only.

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. Ordinance No. 25-11 Use of Military Use Equipment

ORDINANCE NO. 25-11

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ANNUAL RENEWAL OF ORD. NO 22-06 REGARDING THE CONTINUING USE OF ANNUAL MILITARY EQUIPMENT PURSUANT TO THE POLICY OF THE EL CENTRO POLICE DEPARTMENT

SECTION 1. Findings. The City Council of the City of El Centro finds as follows:

- A. Ordinance No. 22-06 made certain findings and adopted the Police Department's military use Policy, as currently posted on the Police Department website as required by AB 481 (Govt. Code Sections 7070-7075) regarding the use of certain military equipment (as defined in those Sections) by law enforcement agencies.
- B. Assembly Bill 481 allowed the City Council to approve the funding, acquisition, or use of military equipment and a Police Department Policy (the "Policy") for such use within the City upon making specified findings at a duly noticed public hearing;
- C. At an open session held on April 19, 2022, during a regular City Council meeting conducted pursuant to the Ralph M. Brown Act, the City Council considered the presentation of the Police Department and any public testimony and based upon thereon, the City Council found as follows and reviewed and approved the Policy:
 - a The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and
 - b The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties; and
 - c If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and
 - d Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and
- D. After adoption of Ordinance 22-06, for the Police Department to continue to possess and use the identified military equipment, the Police Department must provide an annual report

which regarding the use of the identified military equipment. There have been no change in the type of military equipment possessed or used by the Police Department.

- E. Annual Report. Govt. Code Section 7072(a) requires a law enforcement agency that receives approval for a submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use.
- F. The annual military equipment report shall include the following information for the immediately preceding calendar year for each type of military equipment:
 - (1) A summary of how the military equipment was used and the purpose of its use.
 - (2) A summary of any complaints or concerns received concerning the military equipment.
 - (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
 - (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
 - (5) The quantity possessed for each type of military equipment.
 - (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.
- G. The Police Department now has prepared that annual report, attached and incorporated as Exhibit 1.

Posting: State law also requires that the Police Department make such annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use.

- H. Public Meeting: Govt. Code Section 7072(b) further requires that within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment. The Police Department has released the military report on November 6, 2025 and has scheduled a community engagement meeting for November 20, 2025 to be located at 1275 Main St. El Centro, CA.

SECTION 2. The City Council of the City of El Centro does ordain as follows:

- A. The Findings set out above are true and correct and adopted.
- B. The City Council of the City of El Centro hereby approves and adopts the annual military report attached as Exhibit 1.
- C. Ordinance 22-06 is renewed in its entirety by this ordinance No. 25-11.

SECTION 3. Term: This ordinance shall take effect 30 calendar days from the date of its adoption and shall be renewed as provided by state law.

SECTION 4.

INTRODUCED at a regular meeting of the City Council of the City of El Centro, California, held on the 2nd day of December, 2025.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on 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 forgoing Ordinance No. 25-11 had its first reading on the 2nd day of December, 2025, and had its second reading on 16th day of December, 2025, and was passed by the following vote:

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

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 # 2025-420)

Item: 9.

Meeting: 12/16/2025 3:30 PM

Department: City Clerk

Category: Action Item

Prepared by: Norma Wyles, City Clerk

Department Head: Norma Wyles

DOC ID: 2025-420

2nd Reading and Adoption of Ordinance No. 25-12, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AMENDING CHAPTER 24 AND CHAPTER 29 OF THE EL CENTRO MUNICIPAL CODE REGARDING SINGLE FAMILY RESIDENTIAL DEVELOPMENT STANDARDS, waive reading and adopt by title only.

CITY MANAGER'S RECOMMENDATION:

2nd Reading and Adoption of Ordinance No. 25-12, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AMENDING CHAPTER 24 AND CHAPTER 29 OF THE EL CENTRO MUNICIPAL CODE REGARDING SINGLE FAMILY RESIDENTIAL DEVELOPMENT STANDARDS, waive reading and adopt by title only.

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. Ordinance No. 2025-012 Single Family Residential

ORDINANCE 25-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AMENDING CHAPTER 24 AND CHAPTER 29 OF THE EL CENTRO MUNICIPAL CODE REGARDING SINGLE FAMILY RESIDENTIAL DEVELOPMENT STANDARDS

THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA DOES HEREBY
ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of El Centro finds as follows:

WHEREAS, the proposed amendments to Chapter 24 and 29 of the El Centro Municipal Code regarding single family residential development standards are intended to provide greater flexibility in lot size and setbacks; and

WHEREAS, these amendments are consistent with state law, the City of El Centro General Plan and Housing Element's policies to ensure that residential development accommodates a diverse range of housing types, densities, and household needs.

SECTION 2. Section 24-36(4)(a) of Article IV of Chapter 24 shall be amended as follows:

Lot sizes in all residential zones shall be not less than fifty (50) feet wide and one hundred (100) feet deep with a sixty (60) foot minimum width for corner lots. Lots fronting on curved sections of streets, knuckles, or cul-de-sac shall also be not less than fifty (50) feet in width measured at the front yard setback line. See figure 24-36.4(a), below.

SECTION 3. Section 29-54 of Division 2, Article II of Chapter 29 shall be amended as follows:

Table 29-54.1 - Residential Zones Property Development Standards

Development Standards		Zoning Regulations				
		RAP	RR	R1	R2	R3
(a)	<i>Minimum net lot area, in square feet (1)</i>					
	(1) Single-family detached dwelling	43,560	21,780	6,000	3,600	3,600
	(2) Attached or multi-family dwelling	N/A	N/A	N/A	7,200	7,200
(b)	<i>Density-maximum dwelling units per net acre (1)</i>	1	2	7	12	25
(c)	<i>Minimum lot width, in feet (1)</i>					
	(1) Regular lot	150	100	50	60	60
	(2) Corner lot	150	100	60	65	65
(d)	<i>Minimum lot depth, in feet</i>					
	(1) Regular lot	200	150	100	100	100
	(2) Abutting a freeway	200	200	150	150	150
(e)	<i>Minimum building setbacks, in feet</i>					
	(1) Front					
	a. Any habitable portion of residence and side-loading garages	60	40	15	15	15
	b. All other structures including front loading garages	N/A	N/A	20	20	20
	(2) Rear					

	a. Abutting a freeway	50	50	50	50	50
	b. Anywhere not abutting a freeway	50	50	15	15	15
	(3) Side					
	a. Interior side	30	20	5	5	5
	b. Exterior side	30	20	10	10	10
	(4) Between main buildings	N/A	N/A	N/A	10	10
	(5) Between accessory buildings	6	6	6	6	6
	(6) Abutting interior driveways and open parking	0	0	0	5	5
(f)	<i>Maximum lot coverage, percent</i>	35	25	50	50	60
(g)	<i>Maximum building height, in feet</i>	35	35	35	35	45
(h)	<i>Parking regulations</i>	See article III, division 5				
(i)	<i>Required landscaping, screening, and fencing</i>	See article III, division 6				
(j)	<i>Accessory uses</i>	See article III, division 9				
(k)	<i>Animal keeping</i>	See article III, division 10				
(l)	<i>Temporary uses</i>	See article IV, division 5				
(m)	<i>Nonconforming uses and lots</i>	See article IV, division 6				
(n)	<i>Signs</i>	See chapter 22.1 of City Code				
(o)	<i>Communication facilities</i>	See article IV, division 8				

Notes:

- (1) Legal lots may exist that do not meet this development standard. However, any subdivision of land occurring after the adoption of this zoning ordinance must meet the minimum net lot area required by table 29-54.1 standard, with the following exception for existing infill lots at the time of the adoption of this chapter. For the purposes of this section, an infill lot is any legal lot surrounded on at least two (2) sides by developed lots.
- The subdivision of an existing infill lot is permitted if the net lot area of the subdivided lot(s) is equal to or greater than ninety (90) percent of minimum net lot area required by table 29-54.1.
- (2) Density is one (1) du/acre per the general plan. However, densities consistent with the R1 development standards may be allowed as a cluster development, subject to approval of a CUP and so long as average densities within designated "extended approach/departure" areas do not exceed one (1) du/acre.

(1) Special requirements for two (2) or more dwelling units per lot:

- a. *Site plan review.* Before any building or structure which increases the number of dwelling units to two (2) or more is erected on any lot in a residential zone, a site plan shall have been submitted to and approved by the community development director, pursuant to the provisions of article V, division 4 of this chapter.
- b. *Open space.* Development of two (2) or more units on a single lot shall have efficient access to common and private open space for passive or active recreation and for social activities. Common open space includes amenities open to all residents and their visitors, such as game courts, swimming pools, gardens, fitness areas, play equipment, picnic areas, barbeque areas, community gardens, or landscape gardens. No portion of off-street parking spaces, driveways, covered pedestrian access ways or utility areas such as laundries, clothes drying yards or trash areas shall constitute common open space. Private open space includes areas connected or adjoining a dwelling unit for the exclusive use of the occupants and their visitors, such as balconies, porches, or patios. All common open space shall conform to the following standards:

SECTION 4. Section 29-178(3)(a) of Division 1, Article IV of Chapter 29 shall be amended as follows:

Each single-family detached unit shall occupy parcels of land not less than two thousand (2,000) square feet in area with a minimum average width of not less than twenty (20) feet and a minimum average depth of not less than eighty (80) feet; and

SECTION 5. Section 29-178(8) of Division 1, Article IV of Chapter 29 shall be amended as follows:

Required open space. Sites shall provide a minimum of five (5) percent of the net area of the planned unit development as common open space/amenity for the development. Land occupied by buildings, streets, driveways or parking spaces may not be counted in satisfying this open space requirement. However, land occupied by recreational buildings and structures may be counted as required open space.

SECTION 6. Effective Day of Ordinance

This Ordinance shall take effect thirty (30) days from and after its adoption. Within fifteen (15) days after adoption, it shall be published once in a newspaper, published and circulated within the City of El Centro, California. This ordinance shall not be applicable to completed applications filed with the City before its effective date.

INTRODUCED at a regular meeting of the City Council of the City of El Centro, California, held on the 2nd day of December, 2025.

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 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 Ordinance No. 25-12 had its first reading on December 2, 2025, and had its second reading on , 2025 and was passed by the following vote:

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

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 # 2025-421)

Item: 10.

Meeting: 12/16/2025 3:30 PM

Department: City Clerk

Category: Action Item

Prepared by: Norma Wyles, City Clerk

Department Head: Norma Wyles

DOC ID: 2025-421

2nd Reading and Adoption of Ordinance No. 25-13, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA DEFINING AND RESTRICTING THE USE OF PUBLIC STREETS MEDIANS, waive reading and adopt by title only.

CITY MANAGER'S RECOMMENDATION:

2nd Reading and Adoption of Ordinance No. 25-13, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA DEFINING AND RESTRICTING THE USE OF PUBLIC STREETS MEDIANS, waive reading and adopt by title only.

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. Ordinance No. 2025-013 Public Street Medians

ORDINANCE 25-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA DEFINING AND RESTRICTING THE USE OF PUBLIC STREET MEDIANS

WHEREAS, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA,
FINDS THAT:

Section 1. Findings. The City Council of the City of El Centro finds as follows:

- A. There has been an increase in people congregating on street medians, especially near intersections, aggressively to solicit money and/or sell goods to motorists and such aggressive solicitation creates health and safety risks; and
- B. The medians on public streets within the City are narrow and intended only to allow pedestrians to cross the street safely and to separate streets; and
- C. Such solicitation creates a public safety threat by blocking the medians and thus blocking use of the medians for those crossing, cause those soliciting to step or fall into traffic and be injured, distract motorists and cause accidents, and to drop objects into lanes of traffic; and
- D. Section 18-173 of the Municipal Code confirms that medians are not a public area nor are they intended to the public to congregate; instead, they are a part of the traffic system; and
- E. El Centro recognizes the right to solicit in public areas and Municipal Code Section 16-277 provides for vending on sidewalks rather than medians; medians are not a public area nor are they intended to the public to congregate; instead, they are a part of the traffic system; and
- F. The City has a significant public interest in the safety of its roads and streets and those who use them; and
- G. Solicitation may be conducted in other places within the City that does not create a safety hazard from blocking or falling into traffic.

Section 2: Division 3, "Prohibition on Use of Medians," Sections 18.115 – 18.117 are added to the El Centro Municipal Code to read as follows:

Sec.18-115. – Definitions.

When used in this division, the following words and phrases shall have the following meanings:

Median means that portion of any City street or highway, which is either raised and/or painted, and which separates lanes of traffic on that street or highway.

City Street or Highway means all public streets or highways within the City.

Sec. 18-116 - Unlawful Occupation of Center Medians Prohibited.

No person shall stand or sit upon, or otherwise occupy or use a center median for any purpose other than to do so temporarily while lawfully crossing any City street or highway.

Sec. 18-117 - Violations.

Any person violating or failing to comply with any provision of this Division or failing to comply with any of its requirements shall be deemed guilty of an infraction.

Upon a conviction thereof, the violator shall be punished by a fine not exceeding one hundred (\$100) dollars for a first violation; a fine not exceeding two hundred (\$200) dollars for a second violation within one (1) year; and a fine not exceeding five hundred (\$500) dollars for each additional violation within one (1) year.

Alternatively, any violation of the provisions of this Division shall constitute a public nuisance and may be abated by the City Attorney through civil process by means of a restraining order, preliminary or permanent injunction, or any other manner provided by law for the abatement of such nuisance.

Section 3. This Ordinance shall take effect thirty (30) days from and after its adoption. Within fifteen (15) days after adoption, it shall be published once in a newspaper, published and circulated within the City of El Centro, California.

INTRODUCED at a regular meeting of the City Council of the City of El Centro, California, held on the 2nd day of December, 2025.

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 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 Ordinance No. 25-13 had its first reading on December 2, 2025, and had its
second reading on _____, 2025, and was passed by the following vote:

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

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 # 2025-372)

Item: 11.

Meeting: 12/16/2025 3:30 PM

Department: Public Works

Category: Resolution

Prepared by: Rocio Ruelas , Staff
Assistant

Department Head: Abraham Campos

DOC ID: 2025-372

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DYNAMIC CONSULTING ENGINEERS, INC. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 25- RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DYNAMIC CONSULTING ENGINEERS, INC. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.

FISCAL IMPACT:

Contract is not to exceed one million dollars (\$1,000,000.00) through out the term of the agreement. This will be through the approval of various task orders through out the life of the contract.

Award of the contract will not obligate the City to purchase any specific level of effort from any firm as task orders will be issued by the City Manager or Public Works Director to assign work on an as-needed, project-by-project basis. Funding for each project will be budgeted in the Citywide Capital Improvement Program (CIP) budget which is adopted through the annual budget process. If a non-budgeted project arises, staff will return to Council to request funding as needed. Funding sources may include the general fund, enterprise funds as well as other sources such as Measure D, Gas Tax, SB1 and other grants.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

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

The consultant went through a request for proposals and an evaluation process. Any missing documentation, such as a business license, will be obtained before issuance of Notice to Proceed ("NTP")

BACKGROUND:

In late 2020, the City Council awarded a series of contracts to on-call consultants. These contracts in essence, pre-approve consultants for design work, construction management work, special studies, etc. This expedites the award of work and eliminates the need to do RFP's, interviews, etc., for contract which may be small in value, which may discourage firms from submitting due to the cost of preparing for a RFP and interview process.

Generally, these contracts are not utilized for certain grant funds, as grant funds have

added language that may not be included in the on-call contracts and that does not apply for all projects. As such, grant funded projects generally go through contracts outside of the on-call approved contract list.

On-call contracts have been used in the past to do design work funded by park impact fees, general fund, water enterprise, wastewater enterprise, Measure D and SB1 funds. Individual Task Orders are issued for projects that fit within the scope of the on-call contract.

Projects in the past have included the Imperial Avenue Extension design, studies and portions of the Southern Pump Station project, various construction management contracts for Measure D projects and some water and wastewater projects to name a few. Task Orders are funded from approved budget funds.

DISCUSSION:

The current list of On-Call contracts began to expire at the beginning of August 2025. To replace the contracts, Public Works' staff divided the on-call disciplines into two groups. One Request for Proposals (RFP) was prepared for Civil Engineering- General and Civil Engineering- Water and Wastewater Treatment, while another was prepared for the On-Call Architectural Design and Construction Management and Inspection Services.

On August 19, 2025, the City Council, during its regular meeting, approved the Request for Proposals(RFP) for four on-call disciplines. Each RFP was advertised and released as follows:

1. Request for Proposals (RFP) for On-Call Civil Engineering - General and On-Call Civil Engineering- Water and Wastewater Treatment was published in the Imperial Valley Press on August 22, 2025, with an initial deadline of September 19, 2025, and then revised via addendum to October 3, 2025.

2. Request for Proposals (RFP) for On-Call Architectural Design, and Construction Management and Inspection Services was published in the Imperial Valley Press on August 26, 2025, with an initial deadline of September 26, 2025, and then revised to October 10th, 2025.

These are the disciplines where we expect to have the need for these contracts. Each applicant was required to specify the discipline for which they were submitting a proposal.

Under this Council approval request, we are focusing on consultants who submitted for the Construction Management and Inspection Services portion of the RFP. For this discipline, the City received six proposals. The proposals were evaluated by a panel of three city staff members. Based on the scores, five firms were selected and will be recommended for contract award, which includes the following in no particular order:

- Dynamic Engineers, Inc.
- Erickson-Hall Construction, Co.
- Nicklaus Engineering, Inc.
- SchneiderCM
- The Holt Group, Inc.

A separate Council agenda report, agreement and resolution is being prepared for each firm. Each agreement would be limited to \$250,000 per fiscal year for each fiscal year the agreement is active. However, as each agreement will be for on-call, as-needed services, there is no guarantee on any level of services from any firm. Each contract has an initial Two (2) year life with the option to provide for three (3) individual one (1) year extensions for a possible total five (5) year contract.

In this report, staff seeks approval of an on-call contract for the Construction Management and Inspection Services with Dynamic Consulting Engineers, Inc.

CONCLUSION:

Adopt Resolution No. 25- RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DYNAMIC CONSULTING ENGINEERS, INC. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.

ATTACHMENTS:

1. Reso 25-
2. Professional Services Agreement- Dynamic Consulting Eng.

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL
CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH DYNAMIC CONSULTING ENGINEERS, INC. FOR ON-CALL
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

WHEREAS, on-call professional Construction Management and Inspection services agreements are an effective way to retain consultants to ensure that public works projects and programs are delivered in a timely and cost-effective manner; and

WHEREAS, pursuant to City Code Section 2-174, the City of El Centro (“City”) identified a need for on-call, specialized Construction Management and Inspection consulting services and released a Request for Proposal for such services through the City’s Public Works Department; and

WHEREAS, on October 10, 2025, the City received proposals which were ranked and evaluated to determine the most qualified consultants; and

WHEREAS, Dynamic Consulting Engineers, Inc. (“Consultant”) was amongst those consultants chosen to enter into an on-call agreement with the City; and

WHEREAS, such services will be awarded on a Task Order basis as the budget allows; and

WHEREAS, it is necessary for the City Council of the City of El Centro, California (the “City Council”) to approve a Professional Services Agreement with Consultant for On-Call Construction Management and Inspection Services (“Agreement”); and

WHEREAS, the City Council finds that its approval of the Agreement 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.
2. That the City Council authorizes the Agreement in a not-to-exceed amount of one million dollars (\$1,000,000) for the total term of the Agreement (for two years, with the possibility of up to three (3) one-year extensions), with the understanding that services will be provided on an as-needed basis and Task Order basis as further set out in the Agreement, with no guarantee of any level of effort from Consultant.
3. That the City Manager is hereby authorized to sign the Agreement on behalf of the City, a copy of which is on file in the Office of the City Clerk.
4. That the Public Works Director is hereby authorized to execute Task Orders up to fifty thousand dollars (\$50,000) each for budgeted projects.

5. That the City Manager is hereby authorized to execute Task Orders for budgeted projects above fifty thousand dollars (\$50,000) and under two-hundred thousand dollars (\$200,000); task orders above that amount shall be approved by the City Council.

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 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 the 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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), is made and effective as of the last signature date in this Agreement, between the City of El Centro ("City"), a municipal corporation, and Dynamic Consulting Engineers, Inc. ("Consultant"), a corporation. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence upon the issuance of the Notice to Proceed ("NTP") and shall remain and continue in effect until the professional services described herein are completed, but in no event later than two (2) calendar years from the date of approval and may be extended for up to (3) one (1) year extensions by mutual agreement, unless sooner terminated pursuant to the provisions of this Agreement. All days set out in this Agreement are calendar days unless otherwise provided.

II. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (the Tasks to be Performed or Tasks). Consultant shall complete the Tasks according to the schedule of performance which also is set forth in Exhibit A, attached and incorporated herein by this reference as if set forth in full. To the extent that Exhibit A is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing. Exhibit G is a sample Task Order.

III. PERFORMANCE BY CONSULTANT

- A. Consultant shall at all times faithfully, competently, and to the best of their ability, experience, and talent, perform all Tasks. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.
- B. Consultant immediately shall notify the City Representative in writing of any delay in completion of the services. Such notice shall include the reason for such delay and a reasonable estimate of the length of the delay. If the delay materially effects performance of the Services, the City may terminate this Agreement under Section VI (Termination) or VII (Default).
- C. Force Majeure. If delays in performance of the services are caused by the following unforeseen events or conditions beyond the reasonable control of City or Consultant, the time for performance may be extended by City only for the period of such events: war, changes in law or government regulation, labor disputes or strikes; fires, floods, adverse weather or other natural conditions preventing work; or inability to obtain materials, equipment or labor when the Consultant provides the City with timely evidence of its inability to obtain personnel.

- D. Consultant may terminate this Agreement without cause upon providing at least 60 days prior written notice to the City of such termination. Within such time period, the Consultant shall complete any work necessary for the orderly termination of its consulting services

IV. CITY REPRESENTATIVE

City's Public Works Director shall represent City in all matters pertaining to the administration of this Agreement, review and approve all products submitted by Consultant, but not including the authority to change the compensation due to Consultant except as provided in this Agreement (the "City Representative")

V. PAYMENT

- A. The City agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One million dollars (\$1,000,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any such authorized additional services in the amounts and in the manner as agreed to by the City and Consultant at the time City's written authorization is given to Consultant for the performance of such services and/or as set for in Exhibit B.
- C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. City shall use reasonable efforts to pay within forty-five (45) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall use its best efforts to give written notice to Consultant within forty-five (45) days of receipt of an invoice of any disputed fees set forth on the invoice.
- D. It is understood and agreed that the City's obligation to proceed under this Agreement is conditioned upon the appropriation of funds. If anticipated funds for payment under this Agreement are not forthcoming or are insufficient, the City shall have the right to terminate this Agreement without penalty upon ten (10) days prior written notice to Consultant. Notwithstanding, the City also may determine a source of additional funds.

VI. CITY'S SUSPENSION OR TERMINATION OF AGREEMENT

- A.** Except as otherwise provided herein below, the City may suspend or terminate this Agreement, or any portion hereof, without cause and for convenience by serving written notice of termination upon the other party at least ten (10) calendar days prior to the date of termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement.
- B.** In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Consultant will submit an invoice to the City as provided above.

VII. DEFAULT

- A.** Either Party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control under Section III C above (force majeure), the provisions of that sub-section shall apply.
- B.** If the City Representative determines the Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of default to cure the default as directed by the City in the notice of default. In the event the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

VIII. OWNERSHIP OF DOCUMENTS

- A.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the City at reasonable times to such books and records; shall give City the right to examine and audit said

books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B.** Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

IX. INDEMNIFICATION AND DEFENSE

- A.** Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence or willful misconduct.

B. Duty to defend

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by Agency, Consultant shall defend the Indemnified Parties at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence or willful misconduct of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

X. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

XII. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by this reference as though set forth in full.

XIII. LEGAL RESPONSIBILITIES

- a. The Consultant shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.
- b. Licenses. At all times during the term of this Agreement, Consultant shall have in effect all licenses required for the performance of the services described in this Agreement.
- c. City Business License: At all time during the term of this Agreement, Consultant shall have in effect a City business license.
- d. Non-discrimination. Consultant shall not discriminate on the basis of any protected state or federal class or association with such class in its solicitation, selection, hiring or treatment of its employees, vendors or suppliers. Consultant understands that violation of this requirement shall be a material breach of this Agreement and may result in its termination, debarment or other sanctions. This requirement shall be placed in all agreements between the Consultant and its

employees, vendors and suppliers.

- e. Drug-free Workplace. Consultant agrees to insure a drug free workplace. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form as provided by the City. The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of the prohibition. The Consultant also shall establish a drug-free awareness program to inform employees about all of the following: the dangers of drug abuse in the workplace; the policy of maintaining a drug free workplace; available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations. In addition, the Consultant shall post the drug free policy in a prominent place.
- f. No Use of City logo or Product Endorsement. The Consultant agrees that any advertisement or notification identifying or referring to the City as a client of the Consultant requires the prior written approval of the City. No City logo or other identifying mark may be used without the prior written approval of the City.

XIV. CONFLICTS OF INTEREST

- a. Undue Influence. Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.
- b. No Benefit to City Employees. During their tenure and for one year thereafter, no officer or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the services under this Agreement shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.
- c. Consultant covenants that neither Consultant nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subconsultant. To the extent applicable, Consultant further covenants that Consultant has not contracted with nor is performing any

services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

- d. Form 700. Consultant is subject to all applicable federal, state and local conflict of interest laws, regulations and policies applicable to its contract with the City and procurement practices related to such contract, including but not limited to the those under the Political Reform Act and its regulations or California Government Code Section 1090 et seq. Consultant may be required to complete Form 700's or similar forms as determined under Exhibit D, attached and incorporated.
- e. Levine Act Compliance. The Consultant shall complete and comply with the provisions of Exhibit E, attached and incorporated, regarding compliance with the Levine Act.

XV. RELEASE OF INFORMATION

- a. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without prior written authorization from the City Attorney or designee, or unless requested by the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- b. Consultant promptly shall notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena

from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to Discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service; (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery; or (iii) United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY: City of El Centro
 1275 Main St.
 El Centro, CA 92243
 Attention: City Clerk

TO CONSULTANT: Dynamic Consulting Engineers, Inc.
 2415 Imperial Business Park Dr. Suite B,
 Imperial, CA, 92251.
 Attention: Carlos Beltran, P.E, Principal Engineer

XVII. ASSIGNMENT

- a. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Due to the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- b. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision identical to the one provided herein identifying City as an indemnified party, or an incorporation

of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.

- c. Dynamic Consulting Engineers, Inc., may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Carlos Beltran, P.E. from Consultant's employ. Should Carlos Beltran P.E. leave Consultant's employ, the City shall have the option to immediately terminate this Agreement. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

XVIII. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

XIX. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, negotiations, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

- a. No waiver or failure of either Party to insist upon the strict performance by the other shall be a continuing waiver of any breach of this Agreement, nor shall such waiver affect or alter this Agreement, and each provision hereof shall continue in full force and effect. No change to any term or condition of this Agreement, nor any verbal understanding of the Parties shall be valid unless in writing as set forth in this Agreement.
- b. Nothing contained this Agreement shall be considered a limit upon the charter city powers of the City.
- c. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in its drafting.

- d. In any conflict between the body of this Agreement and the Exhibits, the body of this Agreement shall control. If a conflict exists between any applicable law, rule, or regulation, that law, rule or regulation shall control. The most stringent requirements shall control. Each Party shall notify the other immediately upon identification of any apparent conflict or inconsistency.

XX. SEVERABILITY

Any part, provision, or representation of this Agreement or any of its exhibits, including, which is held to be invalid, void or unenforceable by a court of competent jurisdiction, shall be limited to that part, provision or representation and all other parts, provisions, or representations herein shall remain in full force and effect.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal attached and incorporated as Exhibit A. In the event of conflict, the requirements of City's Request for Proposal and this Agreement shall take precedence over those contained in the Consultant's proposal. The incorporation of the Consultant's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of the Consultant and have the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Dynamic Consulting Engineers, Inc. By:
(Signature)



(Typed Name) *Carlos Beltran, P.E.*

(Title) *President*

City of El Centro
A Municipal Corporation and Charter City

Robert Sawyer,
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
City Attorney

By: _____

Attachments:	Exhibit A	Consultant's Proposal
	Exhibit B	Consultant Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Conflict Financial Disclosure Statement
	Exhibit E	Levine Act Certification

Exhibit F City RFP
Exhibit G Sample Task Order

EXHIBIT A

CONSULTANT'S PROPOSAL

CITY OF EL CENTRO

Public Works Department

October 10, 2025

REQUEST FOR PROPOSAL FOR ON-CALL SERVICES FOR “CONSTRUCTION MANAGEMENT AND INSPECTIONS SERVICES”



2415 IMPERIAL BUSINESS PARK DR. SUITE B
IMPERIAL, CA 92251
PHONE: (760) 545-0162
FAX: (760) 545-0163

**CONSTRUCTION
MANAGEMENT AND
INSPECTIONS SERVICES**

October 10, 2025



Abraham Campos, PE
Public Works Director, City Engineer, City of El Centro
307 W. Brighton Ave. El Centro, CA 92243

SUBJECT: PROPOSAL FOR ON CALL SERVICES FOR "CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES"

Dynamic Consulting Engineers, Inc. (DCE) appreciates the opportunity to submit this proposal to the City of El Centro for **On Call Services for "Construction Management and Inspection Services"**. We will provide the City with a Construction Management and Inspections team that has extensive experience working with local municipalities including the City of El Centro, City of Calexico, City of Imperial, IID Water Department and other local public agencies in capital improvement projects. Our team as a great understanding of Local, State, Federal policies including the Caltrans (LAPM) Local Assistance Procedure Manual.

DCE has a great deal of experience in resident engineering, construction management and inspections of similar locally and federally funded projects and can assure the City that the proper procedures, documentation and filing will occur to properly maintain the funding for any and future projects. DCE has performed construction management for numerous projects and successfully passed audits by Caltrans with similar projects and clients. DCE is a Disadvantaged Business Enterprise (DBE), which can help with the City's DBE goals if needed depending on the project funding source.

DCE project managers and inspectors are very familiar with the City of El Centro project administration procedures. Our team has experience working on projects with the City of El Centro using the (VPM) Virtual Project Manager software to upload all documents related to inspections and project management.

All work by DCE will be performed at the job sites and from our local office located in Imperial CA. Carlos Beltran, P.E. Principal Engineer will be the main contact for this proposal, projects and task order requests.

In closing, we are excited about the possibility of serving you and the possibility to provide the City with our expertise in similar projects. Thank you for your consideration. If there are any questions or comments, please feel free to contact me at (760) 545-0162.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carlos Beltran".

Carlos Beltran, P.E., Principal Engineer



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COMPANY INFORMATION

Dynamic Consulting Engineers, Inc. (DCE) is a local firm based in the Imperial Valley. DCE has a simple, yet efficient company structure, which stresses client needs, quality project management, and efficient technical excellence.

Dynamic Consulting Engineers, Inc. (DCE) is a California Corporation. DCE office is located at: 2415 Imperial Business Park Drive, Suite B, Imperial California 92251. All work is anticipated to be performed at project sites and at the DCE Imperial office. DCE has on staff two (2) Registered Professional Civil Engineers, two (2) Registered Professional Land Surveyors, eight (8) project engineers/inspectors including two (2) Federal Aviation Administration (FAA) Certified Drone Pilots and two (2) office administrators on staff.

Dynamic Consulting Engineers, Inc. is certified by the State Department of Transportation as a **Disadvantaged Business Enterprise** (DBE No. 37931)
Federal Tax ID Number 26-1842803

Company Owners

Carlos Beltran, P.E. (50%), Principal Engineer, cbeltran@dceinc.pro (760) 545-0162
David Beltran, P.L.S. (50%), Lead Surveyor, dbeltran@dceinc.pro (760) 545-0162

Dynamic Consulting Engineers, Inc. carries:

\$2,000,000 General Liability Insurance, \$2,000,000 Professional Liability Insurance (E&O)
\$1,000,000 Automobile Insurance, \$1,000,000 Workers Compensation Insurance

DCE complies with all applicable laws regarding affirmative action and equal opportunity employment and does not discriminate against anyone based on age, color, disability, national origin, race, religion, sex, sexual orientation, handicap and status as a veteran or disabled veteran.

Contact Information: Carlos Beltran, P.E., President
Dynamic Consulting Engineers, Inc.
2415 Imperial Business Park Drive, Suite B
Imperial, California
Phone 760/545-0162
Fax 760/545-0163
Email: cbeltran@dceinc.pro

EXECUTIVE SUMMARY

Dynamic Consulting Engineers, Inc. (DCE) is pleased to present this proposal and statement of qualifications to the City of El Centro. DCE has a simple, yet efficient company structure, which stresses client needs, quality project management, and technical excellence.

We are pleased to offer our experience in construction management and inspections in projects that are similar to this RFP. We are excited to have the opportunity to present our proposal because these are the type of projects that are very important to the City and the community. We understand the driving forces of this request for proposal and are prepared to undertake the challenge of providing solutions that adhere to the City's goals and missions.

PROJECT UNDERSTANDING

The City of El Centro Department of Public Works is requesting proposals from qualified engineering professionals to provide on-call Construction Management and Inspections Services. The purpose of the Request for Proposal ("RFP") is to provide the Public Works Department with the ability to obtain assistance quickly in project administration and field inspections during the construction phase of a project. An important objective is to maintain a level of high-quality project administration, construction management and inspections in the most cost-effective and efficient manner possible.

COMPREHENSIVE EXPERIENCE

Comprehensive Experience Provides Knowledge of the Local Environment and Relevant Project Issues. DCE has been providing construction management and inspections services to local public agencies throughout Imperial Valley for over 17 years. Our staff is very knowledgeable of the City's standards and specifications, contracts, terms and conditions, billing procedures and project administration requirements. Our staff has worked very well and continues to work successfully with local agencies including the City of El Centro on past and current projects.

DCE will provide the required technical expertise. DCE has experience coordinating with full range of stakeholder that would be involved in City projects including but not limited to IID Water and Energy Departments, The Gas Company, AT&T, Time Warner Spectrum, Verizon, Caltrans and County of Imperial.

DCE's Construction Management and Inspections Services experience ranges in project size from \$300,000 construction project to over \$40,000,000 construction project. DCE has experienced technical personnel ready to take the most challenging projects. DCE has all the resources to make any Construction Management and Inspections project a successful project. DCE has experienced Construction Managers, experienced Inspectors and has the resources to provide engineering design services if needed during construction. DCE also has professional land surveyors on staff that can help on any project with construction staking, construction staking verification, monument preservation and establish/identify right of ways and easements.

COORDINATION AND COMMUNICATION

Coordination and Communication Provides Streamlined and Efficient Delivery of Services.

The Project Team will be led by Carlos Beltran. Mr. Beltran has been responsible for providing professional services to local public agencies including the City of El Centro for the last seventeen years. Mr. Beltran has been working in engineering design and construction management in Imperial County for over 25 years.

Our team is very knowledgeable of the City standards and specifications, contracts, terms and conditions, billing procedures and project administration. As task orders are assigned, Mr. Beltran will be responsible for coordinating the work. Protocols will be established prior to any task order being issued under this contract to ensure that the approach to project scoping, negotiations, performance of the work, project deliverables, and billing and administrative functions are consistent, streamlined and that a high standard of quality is maintained on every task order.

Our team understands that the City has a high-level of responsibility and accountability in providing services to its residents. Our goal is to communicate effectively with the City, be efficient, cost-effective and highly responsive to your needs so that you can focus on planning and implementing your priorities. Our technical team has sufficient resources and specialized expertise that will work in concert with the City's mission. We stand ready to serve with integrity, trust and respect as an extension of your organization.

We believe we have assembled an exceptional team of construction managers and inspectors that can provide the city with the services they need on this RFP. DCE will go above and beyond to make sure the project is a successful project. Besides Construction Management and Inspections Services, DCE can provide engineering design solutions on the spot as needed during construction as well as any related land surveying services needed during construction.

Our office is conveniently located a few miles from the City of El Centro and our staff is available to meet with City staff on projects within minutes. Dynamic Consulting Engineers, Inc. will work closely with the City Public Works department staff to assure the City the projects are completed precisely and in a timely manner.

PROJECT APPROACH

Dynamic Consulting Engineers, Inc. (DCE) understands that every project is different, unique and they all have many challenges. DCE's approach to complete projects successfully is simple and yet efficient. DCE follows the following standards/guidelines for all projects whether new roadway improvements, new underground utilities or improvements to existing infrastructure projects:

- DCE will assist the City of El Centro in all phases to get the project through construction. This includes review of contractor's initial schedule, preparing the agenda and attending the preconstruction meeting. The meeting shall be per Chapter 16.4 of the LAPM. DCE will write the meeting minutes and distribute to the participants. Additional meetings with the Contractor prior to construction may be necessary to ensure a good start to the project. DCE will identify any issues, schedule and attend any such meetings.
- DCE will assist with the City with Submittal Reviews and Responses.
- On any given project, DCE will coordinate construction activities between the Contractor, City, Imperial Irrigation District, Gas Company, Time Warner Cable, AT&T, and other utilities as necessary. DCE has extensive experience with the local agencies. DCE will coordinate construction with these agencies who will be invited to the pre-construction meeting for any input as to existing or proposed utilities in the area. DCE project manager will be the point of contact for the project and will convey all pertinent information to the City. DCE will keep daily reports with photographs of construction and provide weekly progress reports to City staff. At the conclusion of the project the project files and photos will be delivered to the City.
- DCE will verify contractor's work is being completed according to plans and specifications (checking grade on subgrade, base, asphalt, curb and gutter, storm drains, and other improvements as necessary).
- The City or Contractor will provide surveying and staking. DCE has a Registered Land Surveyor on staff who will cross-check the grades supplied by the City for all improvements to insure compliance with the plans and specifications. Construction will be observed at all times to insure compliance with the plans and specifications, the schedule and the traffic control plan. DCE will assure that the work complies with all Addendums issued on the project.
- DCE will coordinate geotechnical services as required. The Geotechnical Engineering consulting firm will be provided by the City and shall be Caltrans Certified (documentation of such will be placed in the files). The Geotechnical Consultant will be invited to the preconstruction meeting to facilitate communication in the field. DCE will

coordinate the services which may include production plant testing, onsite material testing, compaction testing, concrete cylinder testing and assist in processing submittal for mix designs for asphalt and concrete. The asphalt will be tested and verified that it is constructed per the approved mix design and is installed according to the plans and specifications. The base material will be verified that it meets the approved mix design and specifications. The type and number of inspections and tests shall be done in accordance with the city implemented Quality Assurance Program (QAP).

- DCE's Construction Manager (CM)/Resident Engineer(RE) will upload working days on the City's VPM system. DCE will also prepare the "Weekly Statement of Working Days" (Exhibit 16-A) and will keep daily reports on Exhibit 16-C "Resident and Assistant Engineer's Daily Report". Daily Reports will also be uploaded in City's VPM system. Photos will be attached to the reports. In addition, a weekly overview of the project will be completed by the Resident Engineer and placed in the files.
- The CM/RE will review the pay applications from the contractor and compare to the daily reports of the resident engineer. DCE will prepare quantity sheets for every contractor's progress payments. Any discrepancies will be resolved with the Contractor prior to sending the applications to the City for payment. The final pay application will conform to the format approved by the City.
- **DCE can provide aerial drone survey and topographic survey maps** on a weekly basis or as needed on any project to calculate earthwork quantities. This service comes in handy when the project includes a large number a earthwork quantities paid by the Cubic Yard.
- DCE will coordinate notices for impacts due to construction related activities and arrange and attend meetings with businesses, schools, residents, public and public safety agencies as required. DCE will provide construction schedules and coordinate any traffic related issues that may arise during construction. DCE will inform affected parties of traffic control, lane closures and detours ahead of the start of construction. DCE has members on staff who speak both fluent English and Spanish.
- DCE will review traffic control plans. DCE will help coordinate all road closures if necessary. DCE will follow the procedures in Section 16.15 "Claims" of the LAPM or Contract Agreement between City and Contractor if there are contractor claims. DCE will fill out form 16-U, "Notice of Potential Claim" if there is a possibility of a claim.
- DCE will assist in processing RFI's. DCE will review change order requests and claims from the Contractor and will make recommendations to the City. Any change orders will be in accordance with the City Contract Agreement with the contractor of the LAPM Manual.

- DCE will coordinate construction progress meetings during construction as necessary. DCE will prepare agendas, schedule and attend construction meetings.
- DCE is very familiar with the Local Assistance Procedures Manual and received good marks in an audit on a recent federally funded project. DCE will assist the City in maintaining the correct files in order. All LAPM and paperwork required will be processed and filed correctly with indexes for ease of use. DCE will insure that the contractor is providing all necessary paperwork on a timely basis.
- DCE and can provide inhouse or use a subconsultant for Labor Compliance Services. DCE will verify contractor compliance with the prevailing wage (per LAPM 16.11 “Labor Compliance”) and EEO requirements for the project. This includes interviews per Exhibit 16-N (or 16-P for Spanish) of the LAPM (one per week per trade). A subconsultant who specializes in this type of work will be used. DCE will assist the City with DBE compliance documentation.
- DCE will collect from the contractor - Exhibit 16-Z, “DBE Trucking Verification”
- DCE will prepare a detailed project summary at the end of projects as needed. The project summary may include a brief detailing of the dates of bid release, bid opening, dates of issue of Notice to Proceed to Contractor and Consultant, number of working days, and a brief detailing of the project. Items to be listed include requests for information, all construction progress pay estimates and payments, all material testing costs, final detail estimates and change order summaries, project begin and end dates, and date of recording as a completed project. Photographs that document the status of the project prior to construction, during construction, and after construction shall be included. This project summary will be provided in Portable Document Format (PDF) format on a CD-ROM or DVD disc.
- DCE will assist the City with the As-Built Plans from the Contractor. The Inspector will review the As-Built with the Contractor as construction progresses to insure that they are correct before submitting to the City.
- DCE will attend meetings for post construction reviews, inspections, and audits of the project files.
- DCE will prepare Exhibit 17-0, Disadvantaged Business Enterprises (DBE) Certification Status Change form at the conclusion of the project.
- DCE will prepare Exhibit 17-G, Materials Certificate, at the conclusion of the project.

LESSONS LEARNED FROM PREVIOUS EXPERIENCE

DCE has been providing Construction Management, Engineering and Land Surveying Services in Imperial Valley for over 17 years. DCE project manager Carlos Beltran, P.E. and Surveyors David Beltran, P.L.S have been working in Imperial County for over 25 years and 23 years respectively. DCE staff has a great deal of experience working on public works projects.

DCE has seen both sides of many projects, DCE has been involved in the design side of many projects as well as the construction management and inspections side of many projects. This experience has given DCE a great deal of knowledge in design and construction. The following list itemizes some of the issues/lessons learned on previous projects DCE was a part of in the inspections phase and how DCE addressed them.

- **LaBrucherie Ave CM and Inspections, El Centro.** DCE was the construction manager and project inspector on this project. The design engineer was not available to address any issues uncovered during construction. The project plans did not identify the existing storm drain accurately and had conflicts with the design finish grade. DCE had to redesign LaBrucherie Ave during construction. Project had extensive delays and contractor Granite Construction had to be issued a change order for delays and change of scope. DCE learned from this project that showing existing utilities accurately is imperative to the successful design and construction of any project.
- **Existing Asphalt Pavement Grind and Overlay Project.** DCE was the project inspector. Once contractor started grinding asphalt it was determined the asphalt was only 2 inch thick placed on native material. The project had to install a new AC and Class II Base Section. A change order had to be issued to the contractor. DCE learned from this project that taking asphalt core samples is imperative and a must for projects that include asphalt repairs and/or grind and overlay projects.
- **Plans Prepared Using Google Earth Maps.** DCE was the project inspector on a project designed by another engineering firm using google earth maps. Project was completed and quantities placed by contractor did not match the bid quantities. DCE had to performed combination of aerial drone and GPS survey to determine exact quantities. A quantities change order had to issued. DCE learned from this project that an accurate field survey during design phase is the most accurate way to prepare improvement plans and determine project boundaries and quantities for any design project.
- **Plans Prepared Using Wrong Benchmarks.** DCE was the project inspector on a project that listed multiple benchmarks on the plans. The design engineer noted the wrong elevation on one of the benchmarks. Once project started construction, the new improvements did not match existing improvements. DCE surveyors had to assist the public agency and re-design the entire project. DCE was the Construction Manager and Inspector on that project and ended up doing the design during construction. Project was delayed during construction.

SCOPE OF WORK:

* CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Dynamic Consulting Engineers, Inc. will provide construction management and inspection services for street improvements, deep gravity sewer mains, roadway improvements, water pipelines, water treatment plant improvements, pump stations, subdivisions and major structural projects. DCE will assure the City construction is in compliance with plans, specifications and applicable standards. Safety is a priority, DCE inspectors are trained and are very familiar with CAL/OSHA requirements.

DCE will provide Construction Management and Inspections for the following:

- Sanitary sewer collection systems, water distribution systems and storm drain collection systems.
- Street Improvements including AC Pavement Construction, Curb and Gutter, Sidewalks, Driveways, ADA Ramps, Cross Gutters and Spandrels, Striping and Traffic Signal Lights.
- Large reinforced concrete pipe (RCP)/High Density Polyethylene Pipe (HDPE) installations
- Water treatment plant improvements
- Concrete foundations
- Roadway rehabilitation/repair projects
- Signalization projects
- Land development projects
- Federally funded projects, LAPM Projects
- Major structural projects including liquid containing concrete tanks, pre-stressed concrete bridges, commercial and residential building structures.
- Sample of some of the services that we can provide during construction:
 - Preconstruction activities such as preparation of a preconstruction meeting agenda, coordination with utility purveyors, schedule review, submittal review, respond to RFIs, documentation per the Local Procedures Manual (LAPM) for federally funded projects
 - Inspection and verification that the project is built according to the plans and specifications
 - Keeping the projects within funding agency requirements
 - Coordination and open communication
 - Daily, Weekly, Monthly and Final Reporting
 - Filing and storing of documents per project requirements
 - Certified Payroll/Labor compliance verification
 - Verification of horizontal locations and vertical elevations of pipelines
 - Verification that all applicable environmental mitigation measures are adhered to
 - Construction staking
 - Verification that the contractor is complying with all Cal/OSHA requirements (construction safety remains the responsibility of the contractor). Our inspectors and resident engineers comply with all applicable safety requirements.
 - Review and recommendations for proposed change orders
 - Preparation of as-built drawings



ANALYSIS OF EFFORT/METHODOLOGY:

As Needed Construction Management and Inspection Services:

DCE's philosophy for providing construction management and inspections of construction activities are as follows:

Making a project a success by:

- Communicating effectively with the Client, Contractor, affected residents and utility companies, and working in a partnership with the Contractor. Constant and open communication with the affected public goes a long way to contributing to the success of the project. Community relationships are important and we work hard to ensure that we communicate and address any concerns in the community for all projects.
- Providing full time inspection that ensures that the project is built according to the plans and specifications. In some cases flexibility is important. Many times the Contractor has very good ideas on how to solve problems in the field. We believe in listening to all sides and recommending the best alternative, even if it is not our own.
- Providing a QA/QC effort focused on:
 - Safety Management
 - Risk Management
 - Contract Administration
 - Change Order Management
 - RFI Management
 - Submittal Management
 - Document Management
 - Progress Meetings
 - Photo Management
 - Dispute/Claims Management
 - Scheduling Milestones and Management
 - Reporting (Daily, Monthly, Accident, Special)
 - Schedule of Values/Pay Applications
 - QA/Inspection
 - Community Relations

Prevent delays by:

- Review and analyze the Contractor's schedule before construction. If there are any potential for not meeting milestones, we will review those items with the Contractor and assist with a solution.
- Responding to issues that arise quickly. It is imperative that issues be solved quickly before they turn into potential claims. We will work with the Contractor to find solutions that all parties agree to.
- Responding to RFIs and Submittals quickly. We believe that responses to RFIs and Submittals should be done immediately. Sometimes the Contractor will need to stop work until a response is received. If possible we address questions in the field, and base our answers on the plans and specifications. If there is not an answer in the plans and specs we use our engineering experience to recommend a solution that the City approves.

Prevent Claims by:

- Providing staff with significant and relevant project experience. The staff will become intimately familiar with the plans and specifications and must be proactive to be able to resolve issues at the lowest levels before any issues arise. This is very important for claims management. We will provide all of the skills needed to cover the specialized required areas such as earthwork and special inspections (dewatering, jack and bore).
- Documenting, documenting, documenting - Ensuring that the project documentation is kept organized and available for the City to review. Keeping excellent field notes and daily reports, including plenty of project photos.
- Listening to the Contractor's concerns and sincerely working together for a mutually acceptable solution. We are sensitive to the need to have a seamless team that integrates the City's staff and the design engineer. We believe that we can give the City well-rounded input based on our experience for construction contract decision making.
- Keeping it professional - treating each stakeholder in a professional and consistent manner. Once the contractors know our expectations, see that the documents are being interpreted in a consistent manner, and that all stakeholders are being treated in a fair and equitable manner, they will respond in a like manner. This will create fewer problems in administering the project. The contract documents set the standards of construction and the interpretation of these documents in a reasonable manner will make for a harmonious construction management atmosphere.

Document Control

DCE will scan all of the project documents into the project file. At the end of the project DCE will provide the City with a flash drive with all of the project files.

Scheduling To measure contractor performance during construction, DCE will review, comment on and monitor the contractor's schedule. We will also monitor performance to assure that the contractor's assessment of monthly progress is according to the schedule.

Communication

Clear and constant communication is the key to the successful project completion. DCE will be the point of contact for the project. All communication and direction to the Contractor will be in writing and the City will be copied.

Communication with the City's public works representative will occur on a daily basis. DCE will advise the City on any potential issues that may arise. Progress meeting minutes will document all construction and project activities, including change orders, delays and potential claims. A weekly report is also provided to the City summarizing the construction activities, status of submittals, RFI's, baseline vs. actual schedule and detailed current contract status.

While communication with the Contractor will occur on a daily basis due to the close interaction, it is imperative that written communication be used with regard to any directions. As the designer is typically not on site, the primary communication with them will be through RFI's and requests for plan clarifications.

Change Order/Claims Management

DCE has established the following approach to change order and claims management:

- Perform a thorough evaluation of all requested changes for appropriateness, schedule impact and cost. Separate cost estimates are prepared and compared to the contractor's proposal.
- Maintain a fair and objective approach to negotiations.
- Resolve issues as soon as possible, before they become claims.
- Establish written procedures for submitting, evaluating and tracking potential changes.
- Assure that appropriate changes are authorized in a timely manner.

Project Closeout

A timely project closeout is essential for any project. DCE will close out the project per the project requirements. We will also facilitate this by providing punch list items throughout the project to allow the contractor ample time to remedy any issues as well as maintain accurate and up to date as-built drawings.

AVAILABILITY TO MEET SCHEDULES AND CURRENT WORKLOAD

Our team understands that the City has a high-level of responsibility and accountability in providing services to its residents. Our goal is to be efficient, cost-effective and highly responsive to your needs.

Our CM/RE and Inspections team has sufficient resources and specialized expertise that will work in concert with the City's mission. Our office continues to grow as we see the local demand for local project managers, civil engineering and land survey grow. Over the last few years DCE has grown from an office of 9 to an office of 16. DCE has two registered civil engineers and two registered land surveyors ready to provide the City of El Centro with Construction Management and Inspections Services as well as Engineering and Land Surveying services as needed.

Our office is conveniently located a few miles from the City of El Centro and our staff is available to meet with City staff on projects within minutes. Dynamic Consulting Engineers, Inc. will work closely with the City Public Works department staff to assure the City the projects are completed precisely and in a timely manner.

DCE's workload fluctuates. We have enough staff, project engineers/inspectors ready to go on short notice on any project.

HISTORY

Dynamic Consulting Engineers, Inc. (DCE) is a local firm based in the Imperial Valley. DCE has been providing Construction Management, Inspections, Engineering and Land Surveying Services in Imperial Valley for over 17 years. DCE project manager Carlos Beltran, P.E. and Surveyors David Beltran, P.L.S have been working in Imperial County for over 25 years and 23 years respectively. DCE staff has a great deal of experience working on public works projects. DCE continues to work successfully with local public agencies in projects similar to this one.

PROJECT PERSONNEL ORGANIZATIONAL CHART AND TEAM QUALIFICATIONS

DCE proposes that Carlos Beltran, P.E. be the Project Manager and main contact for projects related to this RFQ. Mr. Beltran has been working in Imperial County for over 25 years. Mr. Beltran has extensive experience working on similar On-Call Projects with local public agencies including City of Imperial, City of Calexico and the County of Imperial Public Works.

CITY OF EL CENTRO PUBLIC WORKS/ENGINEERING DEPARTMENT - PROJECT ENGINEERS

As Task Orders are issued, DCE Construction Manager/Resident Engineer will work directly and closely with the City's Project Engineers/City staff assigned to any particular project. DCE Construction Manager will report directly to the City's project engineer assigned to the project.

DCE's CONSTRUCTION MANAGERS/RESIDENT ENGINEERS

- Carlos Beltrn, P.E.
- Frank Fiorenza, P.E.

DCE is proposing to use Carlos Beltran, P.E. and Frank Fiorenza, P.E. as the Construction Managers/Resident Engineers for the On Call Contract. As Task Orders are issued, DCE will determine and provide the Construction Manager that will provide the City the most efficient team. DCE has the capacity, resources and personnel to take on multiple projects at the same time.

DCE's CONSTRUCTION INSPECTORS

- Mark Bautista, 14 years of experience
- Roberto Romo, 22 years of experience
- Miguel Vizcarra, 12 years of experience
- Sam Silva, 5 years of experience
- Isacc Gutierrez, 1 year of experience

DCE is proposing to use Mark Bautista, Roberto Romo, Miguel Vizcarra, Sam Silva and Isacc Gutierrez as the project field inspectors. Most of our inspectors have over 14 years of experience working on small to large capital improvements projects. Mr. Bautista, Mr. Romo and Mr. Vizcarra all worked as inspectors on the recently completed 2-year, \$42.5 Million Construction of New River Improvements Project in Calexico CA.

DCE's LAND SURVEYOR AND AERIAL DRONE SURVEYORS

- David Beltran, P.L.S
- Francisco Mayoral, FAA Certified Aerial Drone Pilot
- Sam Silva, FAA Certified Aerial Drone Pilot

DCE is proposing to use David Beltran, P.L.S for any related survey work that may be needed on any project. Mr. Mayoral and Mr. Silva will be available for any aerial drone survey needed.

Education

B.S. Civil Engineering,
University of California Los
Angeles (UCLA)

Registrations

Professional Engineer, Civil,
CA, No. 69121

Years of Experience

25 years

CARLOS BELTRAN, P.E.**Project Manager**

Carlos is a cofounder of Dynamic Consulting Engineers and has been providing project management and engineering design services for both the private and public sectors of the civil engineering industry. His professional and academic experience provides a broad-base, multi-disciplinary background in the field of civil engineering. Carlos is one of the principals at Dynamic Consulting Engineers and is responsible for project management and design of street improvement projects, water and sewer improvement projects, preparation of grading and drainage plans and the preparation of hydrology and hydraulic reports. Mr. Beltran has substantial experience working in municipal projects throughout Imperial County. Carlos is very knowledgeable of the local agencies and Caltrans standards and specifications

Construction Management Project Experience

New River Improvement Project – Calexico Reach, City of Calexico/CA Department of Water Resources, Calexico, CA. Construction Manager overseeing all construction activities of the New River Improvements Project. Construction Includes diversion structure, 8,200 LF of 72 inch diameter pipe, pump station, 5,000 LF of 16 inch diameter force main, outlet structure and grading of New River banks. Project administered by the City of Calexico and Funded by the California Department of Water Resources. Project Construction Cost \$42,500,000.

City of El Centro Imperial Ave. Extension Phase 1 and Phase 2, El Centro, CA. Construction Manager, provided construction management and inspection services for all construction activities for both Phase 1 and Phase 2 of the Project. Project included roadway extension from Interstate 8 to Dannenberg Drive. Project also included new sidewalks, driveways, curb and gutter, storm drain collection system, street lighting and a new signal light at Wake Ave. and Imperial Ave. Responsible for coordinating work within Caltrans Right of Way and coordinating work with IID Energy and Water Department. Reviewed and Responded to Submittals and RFI's as well as Contractor Pay Applications.

Dogwood Road Construction Management and Inspections Between Villa Avenue and Commercial Avenue, El Centro, CA. Construction Manager, provided construction management and inspection services for all construction activities. Project included roadway improvements and rehabilitation. Responsible for coordinating work, traffic control and road closure with County of Imperial. Reviewed and Responded to Submittals and RFI's. Reviewed and Approved Contractor Pay Applications.

Labrucherie Road Construction Management and Inspections Between Barbara Worth Dr. and Orange Ave., El Centro CA. Construction Manager, provided construction management and inspection services for all construction activities. Project included new AC Pavement for the widening of LaBrucherie Road, new sidewalks, driveways, curb and gutter, storm drain collection system, street lighting and a new signal light at LaBrucherie Ave and Main Street. Responsible for coordinating work with IID Energy and dry utilities. Reviewed and Responded to Submittals and RFI's as well as Contractor Pay Applications. Mr. Beltran was also responsible for redesigning portion of the project due to utility conflicts.

Seeley County Water District – Water Distribution Pipeline Improvements: Construction Manager for this project. The project included the installation of 9,100 LF of 8 inch water main and 4,800 LF of 12 inch water main lines. The project also included the installation of 21 fire hydrants and 228 new 1 inch water services with new water meters. DCE provided full time inspections and construction management. DCE prepared daily inspector's report and assisted the district with Submittals, RFI's and processed all contractor's payment applications.

Imperial County Clark Road Bridge, Heber CA, Lead Designer, Responsible for the design of the new 110 ft span Clark Road Bridge. Project included structural design of abutments, drilled piles, wing walls and bridge deck. Prepared structural details and structural analysis. Project also included the design of a new four way stop at Clark Rd and Wiloughby Rd. Project included coordination with IID water department and local farmers. Responsible for the preparation of plans, technical specification, cost estimates and bid documents.

Education

B.S. Civil Engineering, San Diego State University (SDSU; 1987

Registrations

Professional Engineer, Civil, CA, No. 45683

Years of Professional Experience

31 years

FRANK FIORENZA, P.E.**Project Manager**

Frank has 31 years combined experience, working as a P.E. for County of Imperial Department of Public Works, and the Imperial Irrigation District on a variety of road, bridge, landfill, municipal, water and drain canals, pipelining and structure projects within the County. He has coordinated with all local agencies, Caltrans, Bureau of Reclamation, and private sector developers in a wide range of civil engineering and construction projects. He has been involved in the planning, design and engineering, plan checking, construction inspection and management of projects under contract. He has expertise in obtaining grant funding, program management and final reporting and invoicing of federal and state funded transportation projects. With 19 years at County of Imperial as Deputy Director of Public Works-Engineering and 11 years at Imperial Irrigation

as Principal Engineer, Frank is well versed in the broad base of civil engineering within the Imperial Valley, whether planning, design, engineering, plan checking, project development for road and street transportation improvements, subdivisions or utility relocations.

Project Experience

New River Improvement Project – Calexico Reach, City of Calexico/CA Department of Water Resources, Calexico, CA. Construction Manager overseeing all construction activities of the New River Improvements Project. Construction Included diversion structure, 8,200 LF of 72 inch diameter pipe, pump station, 5,000 LF of 16 inch diameter force main, outlet structure and grading of New River banks. Responsible for coordination between Contractor, City of Calexico and CA State Water Resources. Mr. Fiorenza was responsible for review and approval of all contractor invoices and change orders. Project administered by the City of Calexico and Funded by the California Department of Water Resources. Project Construction Cost \$42,500,000.

IID – All American Canal Sludge Piping Replacement Project at Imperial Dam - Construction Management and Inspections. Currently assisting the Imperial Irrigation District with construction management and inspection services on this project. The project includes the replacement of 80-year old basin sludge steel pipes. The steel pipes range in diameter from 14.4 inches to 36 inches and total approximately 2,800 LF for the (2) two pipes that will be replaced. The steel pipeline is located under the desilting basins in tunnels spanning approximately 1,300 ft in length. Mr. Fiorenza is assisting IID with weekly meetings coordination, project coordination between IID, Bureau of Reclamation and Contractor and reviewing contractor's pay applications.

2022-2011, Imperial Irrigation District– As Principal Engineer, supervised seven (7) engineers and technicians in the design, bidding, and construction/construction management of water department capital and customer projects. Typical projects include pipelining, canal lining, structure replacements, driveway access crossings. Specialty projects included the Managed Marsh Phase 2 and 3 and technical support for IID General Services & Energy department for review, design and construction support of civil projects including parking lots, driveways, substation & generator pads. Assigned and reviewed engineering requests for proposals, engineering studies, design plans, calculations and projects for procurement, bidding, construction and provided oversight review of construction management by consultants.

1992-2011, County of Imperial Department of Public Works – As Deputy Director of Public Works-Engineering, managed and supervised the engineering section to provide plan checking/reviewing, design, bidding, procurement of consultants, construction management of public works/civil projects under construction. Prepared County's Design Guidelines Manual for adoption of standards for use within Imperial County. Served as acting Director of Public Works 8 months, served as Environmental Evaluation Committee member, Reviewed EIRs and Traffic Studies/Reports, made conditions of approval on wide variety of public and private development projects affecting County roads, bridges, transportation and solid waste sites, provided technical support and coordinated with County, State, Federal agencies on road/bridge transportation, solid waste and storm water issues within Imperial County. Served as main technical support to Director of Public Works.

Education

B.S. Civil Engineering, Cal
Poly Pomona

Registrations

Professional Land Surveyor,
CA, No. LS 8482

Years of Experience

23 years

DAVID BELTRAN, P.L.S.

Survey Manager

Mr. Beltran is a cofounder of Dynamic Consulting Engineers and a registered professional land surveyor with more than twenty years of experience in the industry. David has broad experience in coordinating survey services for large-scale projects for private developments and local agencies. He is also experienced in the preparation of topographic surveys, Subdivision Maps, Record of Surveys, Right of Way Mapping and construction staking. Mr. Beltran has substantial experience working in topographic survey projects in Imperial County. David also has substantial experience preparing record maps locally and is very knowledgeable of the County of Imperial guidelines.

Project Experience

County of Imperial, On Call Plan Check, Survey Maps Plan Checker, Mr. Beltran has been providing plan checking services to the County of Imperial for over ten years. Plan Checking services include review of records of survey, legal descriptions, tentative maps and parcel maps.

City of Imperial, On Call Plan Check, Survey Maps Plan Checker, Mr. Beltran is currently providing Survey Maps Plan Checking Services. Plan check includes review of records of survey, legal descriptions, tentative maps and parcel maps.

City of Calexico, On Call Plan Check, Survey Maps Plan Checker, Mr. Beltran is currently providing Survey Maps Plan Checking Services. Plan check includes review of records of survey, legal descriptions, tentative maps and parcel maps.

Survey Benchmark Elevation Adjustment Due to Earthquake Movement Project; FEMA-1911-DR Baja Earthquake; FEMA ID 025-99025-00 CalEMA ID 025-00000; County of Imperial Project No. 5212 EQ. (Imperial County, State of California) Responsible for the adjustment of the Primary GPS network of the Imperial County's geodetic control system. The network consisted of 167 existing monuments. The existing survey monuments were correlated to the Continuous GPS (CGPS) and the California Real Time Network (CRTN) stations using California Spatial Reference Center (CSRC's) and National Geodetic Survey (NGS) database. The final geodetic coordinates were presented on one datum; NAD83(2011), epoch of 2010.0.

Clark Road Bridge Emergency Replacement Over the Central Main Canal, Imperial County, CA. Prepared the topographical surveying, right of way mapping, new roadway design and structural design of bridge abutments, drilled piers and bridge deck.

N. International Avenue Improvement Project, City of Calipatria, CA. Prepared the preliminary design report, which included and identified design parameters, existing conditions, existing infrastructure, site topography, existing utilities, and hydrology and storm drain conditions. Prepare right of way maps.

City of Brawley Ocotillo Springs Class II Bike Lanes and Sidewalks Installation, Brawley CA. Design support. Mr. Beltran prepared the topographic survey map and identified existing right of way and easements for this project. Mr. Beltran also assisted with the design of the Class II Bike Lanes and New Sidewalk Improvements throughout many streets in the City of Brawley.

County of Imperial, Niland Main Street Improvements Projects Phase1 and Phase 2, Niland, CA, Design Support, Responsible for the field topographic survey and preparation of the topographic base map and right of way maps.

Construction Staking for Numerous Public Works Projects: Have been continuously providing construction staking for numerous public works projects in Imperial Valley including projects administered by the County of Imperial, City of Calexico, City of Brawley, City of Imperial and numerous water districts. Mr. Beltran been providing construction staking services in Imperial Valley for over 20 years.

Education

Cal Poly Pomona, BS Civil Engineering

Years of Experience

14 years

MARK BAUTISTA**Senior Inspector/Project Engineer**

Mark works as a field senior inspector and as a project engineer. Mark has extensive experience working on large capital improvement projects in the public sector as a design engineer and as a project inspector. His work and academic experience provides a broad-base, multi-disciplinary background in the field of civil engineering. Mark is responsible for design and inspections of

street improvement projects, water and sewer improvement projects, preparation of grading and drainage plans and the preparation of hydrology and hydraulic reports. Mr. Bautista has substantial experience working on inspection projects for the County of Imperial. Mark is very knowledgeable of the local agencies and Caltrans standards and specifications as well as the County of Imperial Standards and Specifications

Project Experience

New River Improvements Project – Calexico Reach, City of Calexico/CA Department of Water Resources, Calexico, CA. Project inspector overseeing construction activities of the New River Improvements Project. Construction Included diversion structure, 8,200 LF of 72 inch diameter pipe, pump station, 5,000 LF of 16 inch diameter force main, outlet structure and grading of New River banks. Prepared daily construction reports. Project administered by the City of Calexico and Funded by the California Department of Water Resources.

Labrucherie Road Construction Management and Inspections Between Barbara Worth Dr. and Orange Ave., El Centro CA. Provided inspection services for all construction activities. Project included new AC Pavement for the widening of LaBrucherie Road, new sidewalks, driveways, curb and gutter, storm drain collection system, street lighting and a new signal light at LaBrucherie Ave and Main Street. Responsible for coordinating work with contractor and utility companies and preparing daily inspection reports. Assisted Construction Manager with quantities verifications for contractor pay applications.

Seeley County Water District – Water Distribution Pipeline Improvements: Project Inspector. The project included the installation of 9,100 LF of 8 inch water main and 4,800 LF of 12 inch water main lines. The project also included the installation of 21 fire hydrants and 228 new 1 inch water services with new water meters. Prepared daily inspector's report and assisted the Construction Manager with quantities verification and contractor's payment applications.

Imperial County – Seeley Road Rehabilitation Project – The entire Roadway System was rehabilitated in the Town of Seeley. Provided construction inspection services for the County of Imperial. Project included public notification of road rehabilitation improvements, establishment of traffic control, completion of Pothole and Pavement failure area rehabilitation work, grinding, sweeping of the road pavement surface including the removal and disposal of road residue, field location and tie off of utility covers in the road surface areas, placement of tack coat over swept road pavement surface prior to installation of A.C. pavement hot mix leveling course, installation of 1 inch A.C. hot mix pavement and installation of Asphalt Rubber Aggregate Membrane (ARAM) over A.C. hot mix pavement surface, installation of Type 2 slurry sealcoat over ARA, installation of pavement striping, and raising utility covers to finish pavement grade.

Imperial County Public Works Department – Pitzer Road Asphalt Paving Improvements, 2011: As project inspector, observed construction of this County paving project. Completed all required forms per County and Caltrans standards. Maintained records of construction activities and photographs per County standard filing system. Analyzed and made comments to Contractor's traffic control plan to keep Pitzer Road safe for local traffic during construction. Observed construction to ensure contractor complied with plans and specifications. In large part because of the efforts of Mr. Bautista, the project was completed on time and within budget.

Education

B.S. Civil Engineering, Cal Poly Pomona

Years of Experience

22 years

ROBERTO ROMO**Project Engineer / Inspector**

Mr. Romo works as a field senior inspector and as a project engineer. Roberto has over 22 years of experience working on large capital improvement projects in the public sector as project inspector. His work and academic experience provides a broad-base, multi-disciplinary background in the field of civil engineering. Roberto is responsible for inspections of street improvement projects, water and sewer improvement projects for the City of El Centro, City of Calexico, City of Imperial, IID and the County of Imperial. Roberto is very knowledgeable of the local agencies and Caltrans standards and specifications as well as the City of El Centro Standards and Specifications

Project Experience

New River Improvements Project – Calexico Reach, City of Calexico/CA Department of Water Resources, Calexico, CA. Project inspector overseeing construction activities of the New River Improvements Project. Construction Included diversion structure, 8,200 LF of 72 inch diameter pipe, pump station, 5,000 LF of 16 inch diameter force main, outlet structure and grading of New River banks. Prepared daily construction reports. Project administered by the City of Calexico and Funded by the California Department of Water Resources.

City of El Centro Imperial Ave. Extension Phase 1 and Phase 2, El Centro, CA. Provided inspection services for all construction activities for both Phase 1 and Phase 2 of the Project. Project included roadway extension from Interstate 8 to Dannenberg Drive. Project also included new sidewalks, driveways, curb and gutter, storm drain collection system, street lighting and a new signal light at Wake Ave. and Imperial Ave. Responsible for coordinating work with the City, Contractor, Caltrans, IID Energy and Water Department. Prepared daily inspections reports, quantity sheets and assisted the Construction Manager with Contractor Pay Applications.

Dogwood Road Construction Management and Inspections Between Villa Avenue and Commercial Avenue, El Centro, CA. Provided inspection services for all construction activities. Project included roadway improvements and rehabilitation. Responsible for coordinating work with City, Contractor, Railroad Company, IID Energy and Gas Company. Prepared daily inspections reports, quantity sheets and assisted the Construction Manager with Contractor Pay Applications.

City of El Centro- Waterman Avenue Extension Project Project's Full-Time Inspector – Project Inspector. This project consisted of extending the existing road and installation of a new traffic signal light at the intersection of Waterman Ave and Bradshaw Ave. Responsible for ensuring that the project was constructed per the plans and specifications. Responsible for coordinating with all Agencies throughout the project. Worked in conjunction with Resident Engineer preparing Change Orders, Quantity Estimates and Submittal reviews.

City of Imperial-Aten Blvd and Dogwood Road Signalization and Intersection Project Project's Field Full-Time Inspector - This project consisted of the reconstruction of the intersection and installation of streetlights and traffic signals. Provided construction inspections to ensure contractor complied with plans and specifications. I was involved in coordination all Agencies throughout the project. Worked in conjunction with Resident Engineer preparing Change Orders, Quantity Estimates and Submittal reviews. Maintained records of construction activities.

City of Holtville-Wastewater Outline Pipeline and Residential Wastewater Pipelines Replacement Project Project's Full-Time Inspector - In charge of overseeing the construction for water distribution system and upgrade for the sewer collection system improvements. Responsible for coordination of the project with Funding Agencies (USDA and NADB) and the City of Holtville. Review and process Change Orders and payment requests. Worked in conjunction with Resident Engineer managing the project.

Education

B.S. Civil Engineering,
UABC Mexicali

Years of Experience

12 years

MIGUEL VIZCARRA**Project Engineer / Inspector**

Mr. Vizcarra works as a field inspector and as a project engineer/surveyor. Miguel has over 12 years of experience working on capital improvement projects in the public sector as a design engineer, surveyor and as a project inspector. His work and academic experience provides a broad-base, multi-disciplinary background in the field of civil engineering and land surveying. Mr. Vizcarra has substantial experience working on inspection projects for the County of Imperial, City of Imperial, City of Calexico and the City of El Centro. Mr. Vizcarra's experience in land surveying makes him a great asset when providing field inspections. Miguel uses Survey GPS Equipment and Survey Level to check and verify flowline elevations for curb and gutters, checks invert elevations for gravity pipes and documents X, Y, Z coordinated using GPS to prepare and document As-built plans.

Project Experience

New River Improvements Project – Calexico Reach, City of Calexico/CA Department of Water Resources, Calexico, CA. Project inspector overseeing construction activities of the New River Improvements Project. Construction Included diversion structure, 8,200 LF of 72 inch diameter pipe, pump station, 5,000 LF of 16 inch diameter force main, outlet structure and grading of New River banks. Prepared daily construction reports. Project administered by the City of Calexico and Funded by the California Department of Water Resources.

El Centro Alder Sewer Repair Project (Aztec Engineering Prime Consultant) Mr. Vizcarra provided field inspection services for the sewer repair project. Mr. Vizcarra was the full time field inspector. Inspections included dewatering, sewer bypass, installation of new sewer line, checked gravity line grades, invert elevations and backfill operations. Prepared daily inspection reports and assisted the construction manager with quantities verifications and contractor pay applications.

El Centro Euclid Avenue Sinkhole and Sewer Repairs Along Imperial Ave. (Aztec Engineering Prime Consultant) . Mr. Vizcarra provided field inspection services for the sewer repair project. Mr. Vizcarra was the field inspector. Inspections included dewatering, sewer bypass, manholes repairs, sewer replacement and backfill operations. Prepared daily inspection reports and assisted the construction manager with quantities verifications and contractor pay applications.

El Centro ATP Cycle 5 Improvements State Project No. ATPL-5169 (060) (Aztec Engineering Prime Consultant) . Mr. Vizcarra is currently providing field inspection services for the street improvements along Imperial Avenue. Improvements include sidewalks, new ADA ramps, new pedestrian cross walks, new concrete cross gutter, traffic signal and pedestrian beacon, striping and asphalt pavement. Prepared daily inspection reports and assisted the construction manager with quantities verifications and contractor pay applications.

City of Imperial 2nd Street Rehabilitation Project from Old SR-86 to “P” Street . Mr. Vizcarra provided full time field inspections. Project included the installation of new roadway section, new curb and gutter, new sidewalk, new cross gutters, new spandrels new driveways, new ADA ramps, new street lights and storm drainage collection system. Mr. Vizcarra checked grades for curb and gutter flowlines and storm drain invert elevations. Prepared daily inspection reports and assisted the construction manager with quantities verifications and contractor pay applications.

County of Imperial Department of Public Works On Call As Needed Inspections for Various Projects. Mr. Vizcarra provides the County of Imperial Public Works Department field inspections as needed on call. Field inspections include street improvements including subgrade preparation, base installation and paving operations. Inspections also include placement of concrete for curb and gutter, sidewalks, driveways and foundations. Mr. Vizcarra also provides inspections for the installation of Sanitary Sewer Collections Systems, Water Distribution Systems and Storm Water Collection Systems.

Education

B.S Mathematics, Cal Poly Pomona

M.S. Mathematics, San Diego State University

Years of Experience

7 years

FAA Certified Aerial Drone Pilot.

SAM SILVA**Project Inspector / Aerial Drone Survey Pilot**

Mr. Silva works as a project engineer/inspector. Mr. Silva is certified by the FAA as a Drone Pilot. Sam has experience in field inspections and aerial drone surveys. Sam processes permit applications with the FAA for aerial drone flights within restricted airspace including airports and military bases,

Project Experience

- Calexico New River Project, Monthly Aerial Drone Surveys for Earthwork Calculations
- Ormat Brawley Solar Plant (220 Acres) Aerial Drone Survey/Mapping
- Ormat Heber 2 Solar Plant (230 Acres) Aerial Drone Survey/Mapping
- Calexico Parking Lots at Police Department/Library Field Inspector
- Calexico Alley Improvements Project Phase II Project Inspector

Education

B.S. Industrial Engineering, Instituto Tecnológico de Mexicali

Years of Experience

30 years

FAA Certified Aerial Drone Pilot.

FRANCISCO MAYORAL, EIT, LSIT**Project Engineer / GIS Analyst/ Aerial Drone Survey Pilot**

Mr. Mayoral works as a project engineer, GIS Analyst and Aerial Drone Pilot. Mr. Mayoral is certified by the FAA as a Drone Pilot. Francisco performs aerial drone survey and processes the data to create aerial images and topographic survey maps.

Project Experience

- El Centro Imperial Ave. Extension Phase 1 and Phase 2, Aerial Drone Surveys for Earthwork Calculations, Quantities and As-builts
- Numerous Solar Plants in Riverside County (Projects over 640 Acres) Aerial Drone Survey/Mapping/Data Processing.
- Assisting County of Imperial with GIS Data Analyst and Data Input
- Aerial Drone Survey for Numerous Projects including, El Centro Waterman Ave, Bradshaw Ave, 12th Street, Bucklin Park, Townsite of Salton City and Townsite of Heber.

Education

B.S. Civil Engineering, Long Beach State University

Years of Experience

1 years

ISACC GUTIERREZ**Project Engineer**

Mr. Gutierrez is the newest member of DCE, His educational experience and recent experience in the field of civil engineering makes him a great asset. His recent experience includes field topographic survey for numerous projects throughout Imperial Valley as well as assisting in street design of new development projects.

Project Experience

- City of Brawley Half Street Design of Ulloa Ave Street Improvements
- Provides On Call Inspection Services for the City of Imperial for Minor Improvements and Private Projects within City Right of Way
- Assist in the Preparation of Improvement Plans for Borrego Water District Water Lines
- Assist Surveyors with Field Surveys on Numerous Projects in Imperial Valley and Riverside County

EMPLOYEE COUNT AND STAFF AVAILABILITY**Dynamic Consulting Engineers, Inc.****Employee Count by Title and Discipline**

Title/Discipline	Count
Licensed Professional Engineers	2
Licensed Professional Surveyors	2
Project Engineers/Inspectors	7
CAD and Survey Technicians	3
Administrative/Office/Clerical	2
TOTAL	16

Staff Availability

Staff Name	Title	Education	Office Location	Expected Availability
Carlos Beltran, P.E	Construction Manager	UCLA Civil Engineering	Imperial, CA	50%
Frank Fiorenza, P.E.	Construction Manager	San Diego State University Civil Engineering	Imperial, CA	50%
David Beltran, P.L.S	Project Manager/Land Surveyor	Cal Poly Pomona Civil Engineering	Imperial, CA	50%
Jose Dennis, P.L.S	Land Surveyor	Cetys Mexicali Industrial Engineering	Imperial, CA	50%
Mark Bautista	Project Engineer/Inspector	Cal Poly Pomona Civil Engineering	Imperial, CA	100%
Roberto Romo	Project Engineer/Inspector	Cal Poly Pomona Civil Engineering	Imperial, CA	100%
Miguel Vizcarra	Project Engineer/Inspector	UABC Mexicali Civil Engineering	Imperial, CA	100%
Sam Silva	Project Engineer Aerial Drone Survey Pilot	Cal Poly Pomona, Masters Degree in Mathematics	Imperial, CA	100%
Isacc Gutierrez	Project Engineer	Long Beach State University Civil Engineering	Imperial, CA	100%
Francisco Mayoral, EIT, LSIT	GIS Analyst/ /Aerial Drone Survey Pilot	Instituto Tecnologico de Mexicali Industrial Engineering	Imperial, CA	50%
Luis Sanchez	Project Engineer/Field Survey	Instituto Tecnologico De Mazatlan, Civil Engineering	Imperial, CA	50%
Carlos Jimenez	Field Survey	Imperial Valley College	Imperial	50%
Berenice F. Valle	Project Coordinator	National University Masters of Forensic Science	Imperial, CA	25%
Camila Beltran	CAD Technician	Currently Attending University of Arizona	Imperial, CA	25%
Joseph Enders	Field Survey	Imperial Valley College	Imperial, CA	25%

DCE'S PROJECT EXPERIENCE

Dynamic Consulting Engineers, Inc. staff has extensive experience working on Capital Improvement Projects providing Construction Management and Inspections services for local public agencies throughout Imperial Valley including City of El Centro, Imperial Irrigation District Water Department, City of Calexico, County of Imperial, City of Imperial and other public utility companies and water districts.

*CITY OF EL CENTRO PROJECT EXPERIENCE

IMPERIAL AVE. EXTENSION PHASE 1 AND PHASE 2 CONSTRUCTION MANAGEMENT AND INSPECTIONS, EL CENTRO CA.

DCE provided construction management and inspections for this project. Our services included full time inspections during construction of both phases. Our inspectors oversaw the grading operations and construction of the off ramp slopes, installation of underground utilities, installation of class II base, asphalt concrete pavement, construction of new sidewalks, curb and gutter, driveways, new signal light, new streetlights and road striping. DCE inspectors assured the city that all construction met the project plans and specifications. DCE project manager assisted the city with project coordination, scheduling, submittals, RFI's and contractor payment applications. DCE used aerial drone surveys to calculate earthwork volumes. DCE flew the project site weekly to update earthwork volumes. The earthwork calculations by aerial drone survey assisted in calculating the pay applications in bid items that included earthwork volume quantities.



LaBRUCHERIE ROAD CONSTRUCTION MANAGEMENT AND INSPECTIONS BETWEEN BARBARA WORTH DR. AND ORANGE AVE., EL CENTRO CA.

DCE provided construction management and inspections for this project. Our services included full time inspections during construction. Our inspectors oversaw demolition operations, earthwork and grading, installation of water line, sewer manholes repairs, installation of class II base, asphalt concrete pavement, construction of new sidewalks, curb and gutter, driveways, new signal light, new streetlights and road striping. DCE inspectors assured the city that all construction met the project plans and specifications. DCE project manager assisted the city with project coordination, scheduling, submittals, RFI's and contractor payment applications.



DOGWOOD ROAD CONSTRUCTION MANAGEMENT AND INSPECTIONS BETWEEN VILLA AVENUE AND COMMERCIAL AVENUE, EL CENTRO CA.

DCE provided construction management and inspections for this project. Our services included full time inspections during construction. Our inspectors oversaw the asphalt concrete grinding operations and the placement of the new asphalt concrete. Our inspectors coordinated construction operations and traffic control with IID Energy Department, City of El Centro, Local Farmers, Local Business and the County of Imperial Public Works. DCE inspectors assured the city that all construction met the project plans and specifications. DCE project manager assisted the city with project coordination, scheduling, submittals, RFI's and contractor payment applications.



WIDENING OF EUCLID AVENUE BETWEEN IMPERIAL AVE. AND LaBRUCHERIE ROAD CONSTRUCTION MANAGEMENT AND INSPECTIONS, EL CENTRO CA.

DCE provided construction management and inspections for this project. Our services included full time inspections during construction. Our inspectors oversaw demolition operations, earthwork and grading, installation of class II base, asphalt concrete pavement, construction of new sidewalks, curb and gutter, driveways, new streetlights and road striping. DCE project manager assisted the city with project coordination, scheduling, submittals, RFI's and contractor payment applications.



WIDENING OF BUENA VISTA AVENUE BETWEEN 6TH STREET AND 8TH STREET CONSTRUCTION MANAGEMENT AND INSPECTIONS, EL CENTRO CA.

DCE provided construction management and inspections for this project. Our services included full time inspections during construction. Our inspectors oversaw demolition operations, earthwork and grading, installation of class II base, asphalt concrete pavement, construction of new sidewalks, curb and gutter, driveways, new streetlights and road striping. DCE project manager assisted the city with project coordination, scheduling, submittals, RFI's and contractor payment applications.

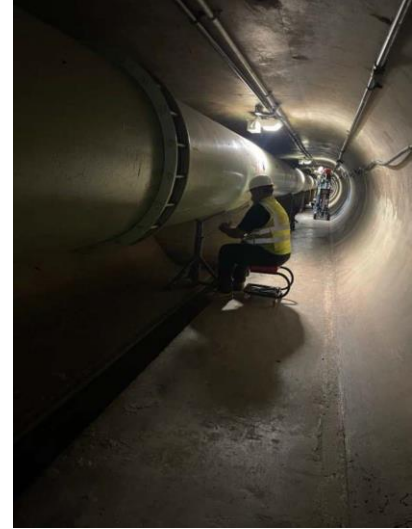


***IID CONSTRUCTION MANAGEMENT AND INSPECTIONS PROJECT EXPERIENCE**

IID – ALL AMERICAN CANAL SLUDGE PIPING REPLACEMENT PROJECT AT IMPERIAL DAM - CONSTRUCTION MANAGEMENT AND INSPECTIONS

DCE is currently assisting the Imperial Irrigation District with construction management and inspection services for this project. The project includes the replacement of 80-year old basin sludge steel pipes. The steel pipes range in diameter from 14.4 inches to 36 inches and total approximately 2,800 LF for the (2) two pipes that will be replaced. The steel pipeline is located under the desilting basins in tunnels spanning approximately 1,300 ft in length.

DCE is performing Inspections for the demolition of the existing steel pipes and existing concrete outlet structures. DCE will be providing inspections and checking grades for the construction of the new steel pipes in the tunnels and the new concrete outlet structures. This project includes inspections in very confined spaces. DCE inspectors are trained to work in confined spaces.



The Project Construction Cost is: \$16.5 Million.

IID Project Manager: Martha Huerta Gatlin Phone (760) 339-9840 Email: mehuertagatlin@iid.com.

IID – IMPERIAL DIVERSION DAM GILA VALLEY CANAL HEADWORKS MODIFICATIONS AT IMPERIAL DAM - CONSTRUCTION MANAGEMENT AND INSPECTIONS

DCE assisted the Imperial Irrigation District with construction management and inspection services for this project. DCE verified contractor's work was completed according to the plans and specifications. DCE kept daily reports with photographs of construction activities. DCE conveyed all pertinent information to Imperial Irrigation District and the Bureau of Water Reclamation.

The Imperial Dam, Gila Canal Headworks – Basin 3 Radial Gate Repair project consisted of removal and replacement of three (3) radial gates. Once the existing radial gates were removed, demolition along the pier walls around the existing trunnions commenced to remove the deteriorating embedded I-beam trunnions. These existing I-beam trunnions assisted on opening and closing the radial gates. The project allowed installation of three new radial gates along Imperial Dam Gila Canal gravity desilting basin. The project was completed in three coordinated and scheduled canal outages.



The Project Construction Cost is: \$7.0 Million.

IID Project Manager: David Escobar, Phone (760) 427-8096 Email: descobar@iid.com.

IID Project Manager: Martha Huerta Gatlin Phone (760) 339-9840 Email: mehuertagatlin@iid.com

IMPERIAL IRRIGATION DISTRICT – DOGWOOD CANAL PIPELINE PROJECT FOR THE HEBER SCHOOL DISTRICT, HEBER, CA.

DCE provided construction management and inspections for the construction of 1000 LF of 72 inch RC Pipe. DCE provided full time inspection during construction of pipeline, manholes and headwall structure. DCE also provided AS-BUILT data information to IID Water Engineering Department. AS-BUILTS were prepared using GPS for horizontal alignment and Survey Level for vertical alignment.



IMPERIAL IRRIGATION DISTRICT – DATE DRAIN PIPELINE FOR WAKE AVENUE AUTO PARK SUBDIVISION PROJECT, EL CENTRO, CA DCE provided inspections for the installation of approximately 1,900 LF of 48" diameter RGRCP Pipe. DCE inspected the manufacturing of the concrete pipe, delivery and installation. DCE inspected each joint to assure no defects were encountered. DCE also inspected the installation of Inlet and Outlet Structures and Manhole Structure. DCE provided elevations certification during installation of concrete pipe and precast structures. DCE provided IID as-built drawings in Autocad format and ascii files.

IMPERIAL IRRIGATION DISTRICT – COACHELLA VALLEY SUBSTATION BANK 4 NEW TRANSFORMER FOUNDATION DESIGN, COACHELLA, CA.

Carlos Beltran, P.E. as a lead structural engineer, performed the structural analysis and design for the new 524,000 lbs Areva Three Phase Autotransformer. Mr. Beltran performed structural analysis for the three ft diameter and sixteen ft deep drilled piers and for the fifty-four inch thick concrete slab for the new transformer. Mr. Beltran also performed the structural analysis for the anchor bolts.



IMPERIAL IRRIGATION DISTRICT – BUREAU OF RECLAMATION – ALL AMERICAN CANAL NEW RIVER SIPHON EARTHQUAKE REPAIR PROJECT (FEMA FUNDED), CALEXICO, CA:

DCE provided construction management and inspections for the All American Canal New River Siphon Repair Project. Several IID canals and drains experienced major damages during the 2010 Easter Sunday 7.2 Magnitude Earthquake. The All American Canal New River Siphon experienced substantial embankment erosion, extensive damage to the existing concrete inlet and waste-way box culverts, extensive concrete spillway chute cracking, concrete spillway instability and sliding, and concrete joints separation.



***CITY OF CALEXICO PROJECT EXPERIENCE**

NEW RIVER IMPROVEMENT PROJECT – CALEXICO REACH, CITY OF CALEXICO/CA DEPARTMENT OF WATER RESOURCES, CALEXICO, CA. Construction Manager overseeing all construction activities of the New River Improvements Project. Construction Includes diversion structure, 8,200 LF of 72 inch diameter pipe, pump station, 5,000 LF of 16 inch diameter force main, outlet structure and grading of New River banks. DCE is currently providing three full time inspectors and two project managers. Project administered by the City of Calexico and Funded by the California Department of Water Resources. Project Construction Cost \$42,500,000.



CALEXICO NEW RIVER PARKWAY PROJECT (PHASE 1B) FEDERAL AID PROJECT HPLUL 5168(015) CALEXICO CA. DCE Provided Construction Management and Inspections for the installation of the approximately 4,000 LF of new asphalt pavement trail. The project also included grading, storm drainage improvements, lighting, irrigation and landscaping areas, river overlook area with benches. DCE inspected the grading and earthwork of the new trail, placement of class II base and the placement of hot mix asphalt. DCE also inspected the placement of foundations for the lighting system, placement of the light poles, storm drainage system, irrigation lines, landscaping area and trail striping. Inspectors prepared daily inspections reports. DCE project manager assisted the city with project coordination, scheduling, submittals, RFI's and contractor payment applications



CALEXICO DE LAS FLORES IMPROVEMENTS, FEDERAL AID PROJECT CML-5168(030), CALEXICO

CA DCE provided Construction Management and Inspections per Caltrans LAPM Manual. DCE inspector oversaw the grading operations and construction of the new roadway, installation of underground utilities, installation of class II base, asphalt concrete pavement, construction of new sidewalks, curb and gutter, driveways, new streetlights and road striping. DCE inspectors assured the city that all construction met the project plans and specifications. DCE project manager assisted the city with project coordination, scheduling, submittals, RFI's and contractor payment applications.



***COUNTY OF IMPERIAL PROJECT EXPERIENCE**

IMPERIAL COUNTY CLARK ROAD BRIDGE, HEBER CA, Lead Designer, Responsible for the design of the new 110 ft span Clark Road Bridge. Project included structural design of abutments, drilled piles, wing walls and bridge deck. Prepared structural details and structural analysis. Project also included the design of a new four way stop at Clark Rd and Wiloughby Rd. Project included coordination with IID water department and local farmers. Responsible for the preparation of plans, technical specification, cost estimates and bid documents.



COUNTY OF IMPERIAL LIST OF CONSTRUCTION MANAGEMENT AND INSPECTION PROJECTS:

DCE performed construction management, resident engineer and inspection services for numerous projects including the projects listed below (next page). DCE inspectors performed full time inspections during construction. DCE inspectors prepared daily inspection reports with pictures. Reports highlighted in detail all construction activities, working hours, construction personnel, operators using equipment, visitors to the project site, construction equipment used, construction equipment in idle and documented extra work and/or potential extra work.

Some of these project’s roadway improvements included Grind and Overlay, Full Pavement Section Replacement, Hot Mix Asphalt, ARAM Overlay and Type II Slurry Seal Coat.

The Construction Manager/Resident Engineer performed the construction administration per Caltrans Local Assistance Procedure Manual (LAPM) that documented Weekly Statement of Working Days, Prepared and Reviewed Quantity Sheets, Reviewed and Approved Contractor Pay Applications, DBE Forms, Change Orders, Trucking Verification, Materials Certificates, Buy America Verification, and other documents required by the LAPM Manual. DCE also provided Labor Compliance Services through a subconsultant. The following list includes projects that were administered by DC using the Caltrans LAPM Manual:



- Zenos Road Improvements Construction Management, RE and Inspection Services.
- Rio Vista from Holt Ave. to Heil Ave. County Project No. 6365 Construction Management, RE and Inspection Services.
- Rio Vista from Holt Ave. to San Diego Ave. County Project No. 6365 Construction Management, RE and Inspection Services
- Aten Road Improvements from Dogwood Rd to Hwy 111 Federal Aid Project No STP-5958 (092) Construction Management and Inspections.
- Salton City LTA Phase 3 Roadway Improvements County Projects 5664J, 5664K and 5664L Construction Management and Inspections.
- Various County Roads LTA Phase 2 Roadway Improvements County Projects 5663A Construction Management and Inspections.
- Winterhaven Townsite Roadway Improvements County Project No. 5660.
- Bennet Improvements from Evan Hewes Hwy to Rail Road Crossing County Project No. 5662C.
- Willoughby Road Improvements from Clark Road to Dogwood Road, SLPP Project No. 5859(81) County Project No. 5676.
- Harris and Worthington Road Improvements, Federal Project No. ER-4825(014) County Project No. 5182.
- Seeley Roads Rehabilitation Project, County Project No. 5421.

***OTHER LOCAL PUBLIC AGENCIES PROJECT EXPERIENCE**

SEELEY COUNTY WATER DISTRICT MT. SIGNAL PUMP STATION AND DEEP SEWER GRAVITY

COLLECTION PIPELINE: DCE designed, prepared contract documents, and performed Construction Management and Inspections. The project included 1,800 linear feet of 15-inch diameter gravity sewer pipeline, and 9 manholes installed at an average depth of 16 feet. The project included one pump station, at 22 feet deep, capable of pumping 576,000 gallons per day. Extensive dewatering was required for the pump station. DCE ensured that the deep pump station wet well was installed correctly with the dewatering in place. DCE communicated and met with the residents to ensure the community was supportive of the project; even though the streets were temporarily closed and access was restricted. DCE documented X, Y, Z coordinates of the sewer line to prepare As-built plans.

SEELEY COUNTY WATER DISTRICT – WATER DISTRIBUTION PIPELINE IMPROVEMENTS: DCE performed Construction Management and Inspections for this project. The project included the installation of 9,100 LF of 8 inch water main and 4,800 LF of 12 inch water main lines. The project also included the installation of 21 fire hydrants and 228 new 1 inch water services with new water meters. DCE provided full time inspections and construction management. DCE prepared daily inspector's report and assisted the district with Submittals, RFI's and processed all contractor's payment applications.

OCOTILLO MUTUAL WATER DISTRICT – NEW WATER WELLS AND STEEL BOLTED TANK

REHABILITATION PROJECT: DCE designed, prepared contract documents, and performed Construction Management and Inspections. The project included the design of two (2) new 420 ft deep 8 inch diameter wells, piping system and repairs to the existing steel bolted tank. DCE provided full time inspections and construction management. DCE prepared daily inspector's report and assisted the district with Submittals, RFI's and processed all contractor's payment applications.



REFERENCES

	REFERENCE /CLIENT:	CONTACT INFORMATION:	SERVICES PROVIDED:
1.	City of Calexico Department of Public Works 549 Pierce Avenue Calexico CA, 92231	Jesus Villegas, Public Works Director/City Engineer (760) 768-2160 Email: jvillegas@calexico.ca.gov Liliana Falomir Public Works Manager (760) 768-2160 Email: falomirl@calexico.ca.gov	Construction Management and Inspection Services for Numerous Projects
2.	County of Imperial Public Works Department 155 S. 11 th Street El Centro, CA 92243	John Gay, P.E. Public Works Director (760) 482-4462 Email: JohnGay@co.imperial.ca.us	DCE has been providing Construction Management and Inspections Services to the County Since 2012
3.	City of Imperial 420 South Imperial Ave. Imperial, CA 92251	David Dale, P.E, P.L.S Public Services Director (760) 355-3336 Email: ddale@imperial.ca.gov	Construction Management and Inspection Services for Numerous Projects

ADDENDUMS ACKNOWLEDGEMENT

DCE has received and reviewed the following addendums:

- Addendum No. 1 – received 10/8/2025
- Addendum No. 2 – received 10/8/2025

STATEMENT REGARDING LITIGATION HISTORY:

Dynamic Consulting Engineers, Inc (DCE) has no history of any litigation. DCE does not have any recent or pending litigation that would affect or impact our ability to provide professional services to the City of El Centro.

STATEMENT REGARDING EXISTING OF POTENTIAL CONFLICT OF INTEREST:

DCE assures there are no conflicts of interest with the City of El Centro, the existing projects or the existing clients DCE has contracted with. Should DCE have any interest in a private project in any way, DCE will notify the City in writing and not participate on behalf of the City.

STATEMENT REGARDING TERMS AND CONDITIONS OF THE CITY OF EL CENTRO:

DCE has contracted with the City in a past project and is willing to accept the terms and conditions of the City of El Centro as stated in previous Agreements of Professional Services.

EXHIBIT D

LEVINE ACT STATEMENT

Levine Act Statement

PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$500 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

This statement must be provided for the company and for each consultant who will work with the City.

City of El Centro Council Members as of the date of this RFP are as follows:

Mayor Sonia Carter
Mayor Pro-Tem Marty Ellett
Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP?
_____ YES X NO
If yes, please identify the Council Member: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES X NO
If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

10/8/2025

DATE



(SIGNATURE OF CONSULTANT)

Dynamic Consulting Engineers, Inc
Carlos Beltran, P.E.

EXHIBIT B

FEE SCHEDULE



FEE SCHEDULE FOR PROFESSIONAL SERVICES 2025

Personnel Hourly Rate

Principal Engineer	\$230.00
Principal Surveyor (PLS)	\$230.00
Project Manager	\$180.00
Project Engineer II	\$155.00
Project Engineer I	\$130.00
Construction Inspector (Non Prevailing Wage)	\$125.00
Construction Inspector (Prevailing Wage)	\$195.00
2 Man Survey Crew (Prevailing Wage)	\$360.00
1-Man Survey Crew (Prevailing Wage)	\$225.00
2 Man Survey Crew (Non Prevailing Wage)	\$260.00
1-Man Survey Crew (Non-Prevailing Wage)	\$185.00
CAD Technician	\$105.00
Administrative Assistant	\$75.00

Reimbursable Expenses.....	Cost plus 10%
Mileage.....	\$0.70 per mile

FEE SCHEDULE FOR PROFESSIONAL SERVICES 2026

Personnel Hourly Rate

Principal Engineer	\$230.00
Principal Surveyor (PLS)	\$230.00
Project Manager	\$180.00
Project Engineer II	\$155.00
Project Engineer I	\$130.00
Construction Inspector (Non Prevailing Wage)	\$125.00
Construction Inspector (Prevailing Wage)	\$195.00
2 Man Survey Crew (Prevailing Wage)	\$360.00
1-Man Survey Crew (Prevailing Wage)	\$225.00
2 Man Survey Crew (Non Prevailing Wage)	\$260.00
1-Man Survey Crew (Non-Prevailing Wage)	\$185.00
CAD Technician	\$105.00
Administrative Assistant	\$75.00

Reimbursable Expenses.....	Cost plus 10%
Mileage.....	\$0.70 per mile

FEE SCHEDULE FOR PROFESSIONAL SERVICES 2027

Personnel Hourly Rate

Principal Engineer	\$240.00
Principal Surveyor (PLS)	\$240.00
Project Manager	\$190.00
Project Engineer II	\$165.00
Project Engineer I	\$135.00
Construction Inspector (Non Prevailing Wage)	\$135.00
Construction Inspector (Prevailing Wage)	\$210.00
2 Man Survey Crew (Prevailing Wage)	\$400.00
1-Man Survey Crew (Prevailing Wage)	\$240.00
2 Man Survey Crew (Non Prevailing Wage)	\$280.00
1-Man Survey Crew (Non-Prevailing Wage)	\$195.00
CAD Technician	\$110.00
Administrative Assistant	\$78.00

Reimbursable Expenses.....	Cost plus 10%
Mileage.....	\$0.72 per mile

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant 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. Consultant 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. 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. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant 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.

Umbrella or excess liability insurance. [If required to meet higher limits.]. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile 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 if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrence of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such

policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. 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 for the contract period and any additional length of time required thereafter.

City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant 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 specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the 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. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance 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.

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 Consultant's insurance shall apply separately to each insured against whom 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. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant 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. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the

subcontractor.

Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's right to revise specifications. 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant'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, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Claims made: The following provisions shall apply if any of the required policies are written on a claims-made basis:

- a. The Retroactive Date of the policy must be shown and must be before the date of the Agreement or the beginning of the contracted work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a Retroactive Date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

EXHIBIT D
CONSULTANT'S FINANCIAL DISCLOSURE STATEMENT¹

Consultant will comply with all conflict-of-interest laws and regulations including, without limitations, City's Conflict of Interest Code (on file in the City Clerk's Office) as required by Section 4.10 of this Agreement. It is incumbent upon the Consultant to notify the City pursuant to Sections 7.1 and 7.5 of any staff changes relating to this Agreement. The City Manager has made the following determination and Consultant, by his/her signature, acknowledges said determination.²

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required of any officers, employees, and/or agents of Consultant. Consultant duties are as follows:

City Manager	 _____ Consultant Signature & Title
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- B. In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant may make or participate in making a governmental decision, which may have a foreseeable material effect on a financial interest. As a result, the Consultant shall be subject to the Disclosure Category "Consultant" of the City's Conflict of Interest Code.

City Manager	 _____ Consultant Signature & Title
---	---

-
1. Fair Political Practices Commission Section 18700.3 defines a consultant as follows:
- (a) For purposes of Sections 82019 and 82048, "consultant" means an individual who, pursuant to a contract with a state or local government agency:
 - (1) Makes a governmental decision whether to:
 - (A) Approve a rate, rule, or regulation;
 - (B) Adopt or enforce a law;
 - (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
 - (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
 - (F) Grant agency approval to a plan, design, report, study, or similar item;
 - (G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
 - (2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.
 - 2. Disclosure by Consultants: Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the City's adopted Conflict of Interest Code, subject to the following limitations: The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and closely supervised, and, thus, is not required to comply with the disclosure requirements in the City's adopted Conflict of Interest Code. Such written determination shall include a description of the consultant's duties. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as the City's adopted Conflict of Interest Code.

EXHIBIT E

LEVINE ACT STATEMENT

Levine Act Statement

PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$500 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

This statement must be provided for the company and for each consultant who will work with the City.

City of El Centro Council Members as of the date of this RFP are as follows:

Mayor Sonia Carter
Mayor Pro-Tem Marty Ellett
Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP?
_____ YES ☒ NO
If yes, please identify the Council Member: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES ☒ NO
If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

DATE

12/9/25

(SIGNATURE OF CONSULTANT)

EXHIBIT F
REQUEST FOR PROPOSALS (RFP)



CITY OF EL CENTRO
PUBLICWORKS
Serving our community by sustaining and improving life



***REQUEST FOR PROPOSALS
FOR
ON-CALL SERVICES***

- 1. ARCHITECTURAL DESIGN***
- 2. CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES***

Requested By:

**City of El Centro
Department of Public Works
307 W. Brighton Ave.
El Centro, CA 92243
Phone: (760) 336-3152
Abraham Campos, PE
Director of Public Works/ City Engineer
August 2025**

I. TABLE OF CONTENTS

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EXHIBITS

A - Architectural Design. Expanded Scope

B – Sample Proposal Evaluation Form

C – Sample Professional Services Agreement, as appropriate

D- Levine Act. Statement

E- Sample Task Order

*No changes shall be made to consultant agreement by consultant.

II. REQUEST FOR PROPOSAL (“RFP”)

NOTICE IS HEREBY GIVEN THAT the City of El Centro (the “City”) is requesting proposals from qualified consultants to provide Architectural Design, Construction Management, and Inspections (the “Consultant(s)”).

DEADLINE

Consultants are requested to submit five hard copies of their proposal before **04:30 p.m. on September 26, 2025**. Refer to section IX for further information.

Note: late, emailed, or faxed proposals will not be considered.

OBTAINING DOCUMENTS

The Contract Documents are available through Planet Bids, by accessing our website (www.cityofelcentro.org) and selecting “GOVERNMENT > PUBLIC WORKS> BIDS & PROPOSALS> PROCEED TO SITE”.

III. INTRODUCTION AND PURPOSE

INTRODUCTION.

The Department of Public Works – Administration Division of the City of El Centro is seeking professional services from a consulting firm or team (Consultant) for On-Call services for the two (2) disciplines listed below. The City will contract with the primary firm under which subconsultants may operate. The City is requesting services for up the term of the agreement. The term of the agreement shall be for two (2) years, with up to three (3) one (1) year extensions, which extensions shall be at the City’s sole option.

Disciplines:

1. Architectural Design.
2. Construction Management and Inspection Services.

Up to three consultants shall be selected for each discipline. The City reserves the right to increase or decrease the number of consultants awarded a contract under each discipline.

Consultant must submit a separate responsive proposal to each discipline that Consultant wishes to be considered. Each discipline will be judged independently. You are not required to submit a proposal for both disciplines.

PURPOSE. The purpose of this RFP is to:

1. Familiarize prospective consultants with the information necessary to understand the consultant selection process and the required documentation consultant must

- submit.
2. Receive, review and consider proposals from prospective consultants, and select a consultant to provide the desired services for each discipline.
 3. Execute a contract for on-call services in the form of a Professional Services Agreement (PSA) (see RFP Exhibit C – Sample Design Professional Services Agreement), which will include a negotiated rate schedule established at the time of its execution.
 4. Advise prospective consultants that the City is not obligated to issue any contract(s) by issuing this proposal.

The Consultant shall provide the Public Works Department with the ability to obtain assistance quickly during peak workload periods, staffing absences and when expedited/fast track support is needed to satisfy City customers. The most important objective is to maintain a level of high-quality. Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the City.

The City reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date for; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means. Consultants that respond to this RFP shall comply with all applicable laws. There are no M/WBE and/or DBE requirements for this RFP.

The contract will be regulated according to the provisions of all Federal, State and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code, as applicable.

Consultants are advised to consider whether services to be performed include classifications subject to state or federal prevailing wage requirements. Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State prevailing wage information is available through the California Department of Industrial Relations website at <https://www.dir.ca.gov/OPRL/dprewagedetermination.htm>

Labor categories subject to prevailing wage requirements, when employed for any work on this project, are wholly the responsibility of the firm or individual named in any Professional Services Agreement approved by the City. City will not assume any responsibility for Consultant's failure to pay prevailing wages in accordance with State law.

IV. BACKGROUND

The City of El Centro incorporated in 1908 and later became a Charter city. El Centro is the center of one of Southern California's most promising new commercial and industrial regions. There are two international border crossings nearby for commercial and noncommercial vehicles. Covering 11.019 square miles, it is the largest city in Imperial County. El Centro is located 616 miles southwest of San Francisco, 117 miles east of San Diego and 245 miles west of Phoenix, Az. and just 15 minutes from the international industrial complexes in Mexicali, Baja California. El Centro is accessible via Interstate 8, State Highway 86 and State Highway 111. The City population is estimated to be over 45,000 residents; however, population increases during the day as the City is the County seat.

The consultant(s) will work under the direction of the Public Works Director or designee to handle engineering service tasks as they are required. The highest rated consultant(s) will be selected to be on contract for on-call services. Consultant(s) will enter into a master agreement which will specify the billing rates, personnel to be assigned, and other terms. No monthly retainer is anticipated.

Letter proposals will be requested from one or more on-call consultants when engineering service tasks are required. The letter proposals will set forth the scope, fee, personnel, and time of performance for the particular task. The letter proposals will be approved through a task order implementing and attached to the master agreement. Consultant selection for a particular task will be based on qualification as set forth in the Statement of Qualifications. Consultant selection will be at the sole discretion of the City. No consultant is guaranteed work.

V. SCOPE OF SERVICES

Consultants shall submit in their proposal in addition to the main scope the discipline(s) for which they wish to be qualified. The disciplines include, but are not necessarily limited to the following areas of experience and expertise.

Architectural Design

The consultant shall provide professional services as needed for the purpose of improving, development, and enhancement, such as consultation, investigation, reconnaissance, research, planning, design, preparation of plans, specifications, and estimate (PS&E), and responsible construction observation of City owned and leased facilities.

The selected consultant(s) and/or consultant teams shall provide comprehensive architectural and/or engineering services including, but not limited to, repair, modification, and new construction building design, HVAC, plumbing, utilities, site, civil, structural, and geotechnical, for the preparation and support of complete construction drawings, specifications, estimates, contract administration, project inspection, and planning services or studies, as required (building inspection, code compliance review/advice, feasibility studies). The selected consultants(s) shall be familiar with local, state, and federal building

requirements.

Refer to Exhibit A for an expanded scope of work for Architectural Design Services. A copy of the form of Design Services Agreement is attached.

Construction Management and Inspections

The consultant shall provide all services and work required to deliver completed capital improvement construction projects on time and within budget. Services may include, but not limited to: value engineering, cost estimates, constructability review, bid process assistance, contract approval and awards assistance, preconstruction meeting, weekly meetings, schedule management, cost control, submittal, change order and request for information management, quality control, daily inspection, material testing, observe construction materials and methods, inspect batch plant and report on them to the City, permit and environmental compliance, progress payments management, monthly status report, claims management, and project close-out. Consultant must be experienced in federal and state funded projects.

The above list is not intended to be exclusive; other services will likely be sought as the need arises. The statement of qualifications does not need to include a fee proposal for any of these specific tasks; fee proposals for individual tasks would be requested during the course of the on-call contract.

Periodically, the City has the need for assistance with special engineering studies or general staff augmentation. The consultant must be able to assist the City through this contract to provide the necessary services.

The consultant shall utilize its' in-house staff and/or sub-consultants to complete the assignments to meet the City standards. For specialized work for which the prime consultant will require a sub-consultant, the prime consultant will serve as an administrative liaison between the City and the sub-consultant. The prime consultant mark-up for sub-consultants shall not exceed 10%. A copy of the form of Professional Services Agreement is attached.

VI. PROJECT SCHEDULE

The following is a tentative schedule for the project:

Release of RFP	08/29/2025
Proposal Due	09/26/2025
Consultant Interview (if needed)	Week of October 13th.
Contract Award	11/04/2025

VII. DELIVERABLE ITEMS

The Consultant will be required to verify that all information submitted as services rendered is accurate and current. Furthermore, the Consultant will be required to document the source(s) of all compiled information. All information generated as part

of the Consultant's or sub-consultant's work shall become part of City of El Centro record of the project.

VIII. CORRECTIONS

Proposing Consultants are encouraged to amplify the scope of services, to identify any supplemental tasks necessary, and to recommend any alternatives that may enhance the project or reduce costs. Where applicable, consultant is encouraged to describe the anticipated level of effort for each task.

IX. DELIVERY OF PROPOSALS

Proposals must be submitted to 307 W. Brighton Ave., El Centro CA 92243 by at 4:30 pm on September 26, 2025 with subject reading as follows:

Response for City of El Centro On-Call Services RFP
Discipline: *(Enter Discipline to be considered here)*
Attn: Abraham Campos, PE
Public Works Director/City Engineer

On a separate envelope, submit a hard copy Fee Schedule to the same address and by the same date in a sealed envelope marked:

Fee Proposal for City of El Centro On-Call Services
Discipline: *(Enter Discipline to be considered here)*
Attn: Abraham Campos, PE
Public Works Director/City Engineer

Proposals and Fee Proposals received after the stated deadline will not be accepted. Advance submittals are permitted. The City will not be liable for any costs incurred by the Consultant incidental to the preparation of proposals or for developing and carrying out interview presentations.

Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of El Centro and the Consultant selected.

Questions concerning the RFP must be submitted via the Planet Bids portal. All questions must arrive at least ten (10) calendar days prior to the proposal due date to allow time for distributing answers and/or clarifications.

No questions or inquiries may be directed to any individual (s) at the location detailed in this document. All inquiries must be submitted in writing per the process described in this document. Attempts to contact any City employee other than the designated contact for this RFP may result in rejection of a submitted proposal. No questions will be answered after the ten-day period.

X. SELECTION PROCESS

City staff will evaluate the proposals based on effectiveness and efficiency in supporting each of the following items.

1. Overall responsiveness to the RFP
2. Consultant (and project team) qualifications, experience and referenced projects
3. Qualifications, experience and commitment of the project manager and team members. The project manager shall preferably have successfully completed at least three (3) projects of similar nature, complexity, and size during the last 10 years
4. Project understanding, innovative approach and proposed scope of work
5. Ability to deliver the project scope of work within the stated estimated level of effort
6. Project management plan and schedule
7. Ability to sign the City's Standard Professional Services Agreement and provide the City's standard insurance coverages listed therein

Based on this evaluation, the City may choose to invite up to three (3) Consultants from each discipline to participate in an oral presentation/interview session or select the Consultant based on the results from the evaluation of the proposal.

In the event the City chooses to conduct interviews as part of the selection process, the selected Consultants will be asked to bring an interview panel including the project manager and up to three (3) (maximum) key staff members who will be directly involved in providing the services. The Consultants selected for the interview will be allowed thirty (30) minutes to present their Consultant experience and project approach. Following the presentation there will be a thirty (30) minute informal question and answer discussion.

At the conclusion of the evaluation, the City may enter into contract negotiations with the top three ranking Consultants. If negotiations with the top-ranking Consultants are unsuccessful, negotiations will terminate and the City may undertake negotiations with the fourth-ranked Consultant. City staff then will make recommendations to the City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

Furthermore, the City reserves the right to reject any or all proposals, and to waive any and all irregularities to choose the Consultant which, in the City's opinion, best serves the City's interests. The City will not be liable for any costs incurred by the Consultant incidental to the preparation of proposals or for developing and carrying out interview presentations.

All Consultants issued this RFP were previously asked to certify that they would execute a contract with the City of El Centro with no exceptions or additions.

XI. SUBMITTAL REQUIREMENTS

Proposals shall be formatted for 8-1/2" x 11" portrait pages for written materials and 11" x 17" landscape pages for drawings, consisting only of the specified materials requested

below. If interviews are required, presentation boards may be used. Presentation boards shall be 30" x 42", unframed with appropriate scale and identification.

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Do NOT include marketing brochures or other promotional material not connected with this RFP. **Responses must be limited to 30 pages maximum.**

To be responsive, each Proposal must include only the following information in the format indicated. Proposals not organized according to the following format may be rejected.

1. Cover with title and date
2. Cover Letter that documents the proposal offer, lists subconsultants and their roles, location of office where work will be done, is signed by an officer of the Consultant (or by another person with authority to act on behalf of and bind the Consultant), and indicates the contact person for the proposal
3. Table of Contents
4. Executive Summary
5. Approach to satisfying scope of work, which should highlight key issues as well as special processes, tools and lessons learned that will be applied
6. Scope of Work based on the respective discipline above
7. Availability to meet the expected schedule for this work, including current workload and backlog
8. History, general qualifications, employee count by title and discipline, and recent or pending litigation for Consultants and subconsultants
9. Proposer must provide three (3) references for which Proposer has provided similar services performed in California of the nature and scope as set forth in the RFP within the last five (5) years. Include name of business, name of contact person, telephone number of contact person, and description and date of services provided. References for public agency projects are preferred.
10. Qualifications of Project Manager and Key Staff of Consultant and subconsultants, including individual resumes listing required licenses, credentials and relevant experience addressing qualifications requirements specified herein, with relevant experience focused on similar projects completed within the last 10 years. City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the services being considered. The Proposer shall furnish resumes in outline form for the key personnel committed to this account. Proposer shall also include the number and type of additional support personnel who will be providing services. The substitution or addition of individuals shall be allowed only with prior written approval of the City.
- 11.

EXHIBIT A

ARCHITECTURAL DESIGN. EXPANDED SCOPE

1.0 Scope of Work

1.1 General Conditions

All work shall be performed in conformance with the State of California and/or City of El Centro policies, procedures and standards.

Consultant shall carry out the instructions received from the City and shall cooperate with the City and other involved agencies.

The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications and estimates prepared and shall check all such materials accordingly. The plans will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the city do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of Consultant.

The consultant or its Subconsultants shall not incorporate in the design any materials or equipment of single or sole source origin without the written approval of the City.

The plans, specifications, estimates, calculations, and other documents furnished under the Agreement shall be of a quality acceptable to the City. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and dated and having the maker and checker identified. The Consultant shall modify its work as necessary to meet the level of acceptability defined by the criteria above.

The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Agreement. The Quality control plan shall establish a process whereby plans are independently checked, corrected and back checked, and all job related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files.

From time to time, the Consultant may be asked to develop site plans and/or elevations for various projects envisioned by the City. The Consultant will be provided with a general concept or vision by the City and will be expected to use their creativity and experience to develop conceptual plan based on the City's input.

1.2 Design Development Services

Design development (DD) services use the initial design documents from the schematic phase and advances them further. This phase lays out mechanical, electrical, plumbing, structural, and architectural details.

The main task that must be accomplished in design development is preparation of drawings and documents that detail project scope, quality, and design. Specifications and details of selected materials and systems are part of the DD package, with more technical detail provided by Sub-Consultants. The DD products make possible a more refined cost estimate and a better understanding of how different building systems are integrated and how the building is likely to perform.

The drawings and specifications shall specify design elements such as material types and location of windows and doors.

Deliverables:

- *Site plan: Zoning and site development requirements, property lines, elevations, pavement and sidewalks, walls and curbs, landscaping, utilities, typical site details*
- *Floor plans: Rooms, corridors, and other spaces; windows and doors; fire ratings and compartments; expansion joints; reflected ceilings; structural grid; major dimensions*
- *Building elevations: Materials and features, major dimensions and elevations, typical windows and doors*
- *Building sections: Materials, fire ratings and compartments, expansion joints, major dimensions and elevations, outline specifications*
- *Typical wall sections: Partition types, fire-rated assemblies*
- *Integrated sections/plans: Architectural, structural, mechanical, electrical, and plumbing systems depicted on the same drawings to show how they fit together*
- *Schedules: Room finishes, doors, windows, vertical transportation*
- *Structural: Foundation plan, floor framing, roof framing, typical notes and details, outline specifications*
- *Mechanical: Equipment rooms and distribution zones, riser diagrams, equipment rooms, outline specifications*
- *Electrical: Equipment rooms and distribution zones, riser diagrams, equipment schedule, outline specifications*
- *Plumbing: Equipment rooms and distribution zones, riser diagrams, equipment rooms, outline specifications*

- *Outline specifications: Brief description of the project, architectural materials and systems, engineering specifications*
- *Visualization: Models, mockups, material samples, renderings, computer models, animations, sketches, lighting studies*
- *Other material: Code and zoning analysis, floor area summaries, LEED rating summary*
- *Meeting with City staff to present DD deliverables*

1.3 Construction Document Services

The Consultant shall produce drawings with greater detail than the DD drawings. These drawings shall include specifications for construction, details and materials. The construction drawings shall show, in graphic and quantitative form, the extent, configuration, location, relationships, and dimensions of the work to be done. They shall contain site and building plans, elevations, sections, details, diagrams, and schedules.

In addition to drawn information, they may include photographs, other imported graphics, and printed schedules.

The construction specifications shall be finalized for inclusion into the bid package.

The Consultant shall submit 90% complete building plans to the City's Building Department for plan check (no fee). Corrections and comments shall be included in the 100% complete plans and specifications. The Consultant shall receive Building Department approval of the plans and specifications to complete the construction document phase.

Deliverables:

- *The final plans, specifications that include all pertinent information required for a Consultant to price and build the project.*
- *Final Construction Cost Estimate*
- *Meetings with City staff to present both the 90% and 100% plans and specifications.*

1.4 Construction Bidding Phase

Bidding procedures will be the responsibility of the City. While the construction package is being advertised for bids, all questions concerning the intent shall be referred to the City for resolution. In the event that any items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decision and bid addendum by the City, or by a covering change order after the award of the construction contract.

1.5 Construction Support Phase

- (1) All construction support work shall be coordinated with the City.
- (2) Consultant shall furnish, at the Consultant's sole cost and expense, all necessary drawings for corrections and change orders required by errors and omissions of the Consultant. The original tracing(s) of the drawings and contract wording for the change orders shall be submitted to the city for duplication and distribution.
- (3) Consultant will receive written notification of the award of a construction contract. Upon such notification, Consultant will proceed with the services required by the Agreement.
- (4) Consultant is required to attend the pre-construction meeting with the successful construction Consultant upon notification by the City.
- (5) Consultant shall review and approve all submittals and shop plan drawings required supporting the construction contract. Consultant shall complete shop drawings reviews within one (1) week of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.
- (6) Consultant shall be available as requested by the City to resolve discrepancies in the contract documents. Consultant shall bring to the attention of the City any defects or deficiencies in the work by the construction Consultant which the Consultant may observe. Consultant shall have no authority to issue instruction on behalf of the City, or to deputize another to do so.
- (7) The Consultant shall prepare and deliver to the City the final as-built plans incorporating field-marked prints supplied by the City. Upon completion of construction, the City will submit field-marked prints to the Consultant. Consultant shall incorporate all changes to the plans electronically with all necessary revision notations and submit to the City.

1.6 Standard of Performance

All work performed by the Consultant or any Sub-Consultants on this project is to be first class and performed to the highest professional and architectural standards.

1.7 Work To Be Performed or Provided By the City

1. Prepare and execute all utility Agreements
2. Distribute public information
3. Advertise and award construction contracts
4. Prepare and execute Agreements with other agencies or entities
5. Administer construction contract
6. Resolve all construction claims

7. Upon contract award, City will:

Provide copies of record plans as available

Provide standard city boilerplate specifications

Furnish electronic design file with City title block and title sheet (24" x 36")

Process plans for governmental agency approvals having jurisdiction over the project and pay for all plan check fees.

Act as a liaison with the appropriate decision making bodies.

1.8 Compensation

The fees for On-Call services shall be billed on a time and material basis based on the hourly fee schedule of the Consultant.

Other direct costs, intended to be charged to the City, need to be stated. No mark-ups will be allowed for other direct costs.

EXHIBIT B

SAMPLE PROPOSAL EVALUATION FORM

<u>CONSULTANT/FIRM NAME:</u>		
Criteria	Max Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work	25	
Quality of staff for work to be done	15	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	10	
Financial responsibility	10	
Familiarity with local and regional approving agencies	5	
Total	100	

Evaluator

Print Name: _____

Signature: _____

Date: _____

Contract Manager

Initials: _____

Date: _____

EXHIBIT C

SAMPLE DESIGN PROFESSIONAL SERVICES AGREEMENT SAMPLE PROFESSIONAL SERVICES AGREEMENT (non-design)

EXHIBIT D

LEVINE ACT STATEMENT

Levine Act Statement

PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$500 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

This statement must be provided for the company and for each consultant who will work with the City.

City of El Centro Council Members as of the date of this RFP are as follows:

Mayor Sonia Carter
Mayor Pro-Tem Marty Ellett
Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP?
_____ YES _____ NO
If yes, please identify the Council Member: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES _____ NO
If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

DATE

(SIGNATURE OF CONSULTANT)

EXHIBIT E
SAMPLE TASK ORDER

SAMPLE CONSULTANT TASK ORDER #
FOR CITY OF EL CENTRO ON-CALL CONTRACT

PROJECT NAME: On-Call Services CONSULTANT: Engineering Firm
LOCATION: Various in City of El Centro ADDRESS: Somewhere, CA

This task order scope is made by and between the CITY OF EL CENTRO, acting through the Public Works Director, "CITY", and Engineering Firm, Somewhere, CA "CONSULTANT."

WHEREAS, CITY and CONSULTANT have entered into a contract, known as "AGREEMENT FOR ON-CALL CONSULTING SERVICES BETWEEN THE CITY OF EL CENTRO AND _____SERVICES"; which was fully executed on _____ by Resolution No. _____

WHEREAS,

1. CITY has solicited proposals for specific scope of work (Sub-Tasks) to be performed through this Task Order, herein attached as Exhibit A in accordance with section 1.2 of the On-Call agreement.
2. CITY has received a cost proposal for said Task Order herein attached as Exhibit B in compliance with Article III of the On-Call agreement.

NOW THEREFORE, it is mutually agreed to supplement the agreement as follows:

1. The original agreement is extended by a period of 0 yrs as it relates to the scope of this Task Order from today's date in order to complete the work independent of any other extension to the original agreement.
2. CITY and CONSULTANT may mutually elect to further extend this Task Order's time in order to complete its scope of work.
3. In accordance with section 1.4 of the On-Call Agreement, CITY directs CONSULTANT to proceed with said Task Order at the rate established in the cost proposal.
4. Said scope and cost shall be tracked solely under this Task Order and shall be independent of other Task Orders executed under the original on-call contract.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, this Task Order is executed by the City of El Centro, acting by and through the Director of Public Works, pursuant to section 1.2 of the On-Call agreement, authorizing such execution, and by the Consultant.

Dated this _____ day of _____, 20__.

THE CITY OF EL CENTRO

By:

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

Date: _____

I HEREBY CERTIFY I can legally bind _____ and that I have read all of this Task Order,
this _____ day of _____, 20__.

By: _____
Authorized Representative

Title:

Print Name: _____

Date: _____

EXHIBIT G

SAMPLE CONSULTANT TASK ORDER # FOR CITY OF EL CENTRO ON-CALL CONTRACT

PROJECT NAME: On-Call Services CONSULTANT: Engineering Firm
LOCATION: Various in City of El Centro ADDRESS: Somewhere, CA

This task order scope is made by and between the CITY OF EL CENTRO, acting through the Public Works Director, "CITY", and Engineering Firm, Somewhere, CA "CONSULTANT."

WHEREAS, CITY and CONSULTANT have entered into a contract, known as "AGREEMENT FOR ON-CALL CONSULTING SERVICES BETWEEN THE CITY OF EL CENTRO AND _____ SERVICES"; which was fully executed on _____ by Resolution No. _____

WHEREAS,

1. CITY has solicited proposals for specific scope of work (Sub-Tasks) to be performed through this Task Order, herein attached as Exhibit A in accordance with section 1.2 of the On-Call agreement.
2. CITY has received a cost proposal for said Task Order herein attached as Exhibit B in compliance with Article III of the On-Call agreement.

NOW THEREFORE, it is mutually agreed to supplement the agreement as follows:

1. The original agreement is extended by a period of 0 yrs as it relates to the scope of this Task Order from today's date in order to complete the work independent of any other extension to the original agreement.
2. CITY and CONSULTANT may mutually elect to further extend this Task Order's time in order to complete its scope of work.
3. In accordance with section 1.4 of the On-Call Agreement, CITY directs CONSULTANT to proceed with said Task Order at the rate established in the cost proposal.
4. Said scope and cost shall be tracked solely under this Task Order and shall be independent of other Task Orders executed under the original on-call contract.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, this Task Order is executed by the City of El Centro, acting by and through the Director of Public Works, pursuant to section 1.2 of the On-Call agreement, authorizing such execution, and by the Consultant.

Dated this _____ day of _____, 20__.

THE CITY OF EL CENTRO

By: _____

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

Date: _____

I HEREBY CERTIFY I can legally bind _____ and that I have read all of this Task Order,
this _____ day of _____, 20__.

By: _____
Authorized Representative

Title: _____

Print Name: _____

Date: _____



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-365)

Item: 12.

Meeting: 12/16/2025 3:30 PM

Department: Public Works

Category: Resolution

Prepared by: Felix DeLeon , Senior
Engineer

Department Head: Abraham Campos

DOC ID: 2025-365

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO CONDITIONALLY ACCEPTING OF OFF-SITE IMPROVEMENTS FOR LOTUS RANCH SUBDIVISIONS – UNIT B1 & UNIT B2.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO CONDITIONALLY ACCEPTING OF OFF-SITE IMPROVEMENTS FOR LOTUS RANCH SUBDIVISIONS – UNIT B1 & UNIT B2 and authorize staff to release all securities back to the subdivider for Unit B1, and authorize staff to release all securities back to the subdivider for Unit B2 to the subdivider minus 10% for Unit B2 Off-Site item warranty which will be held by the City for one year.

FISCAL IMPACT:

None

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.:

City Staff have reviewed installed off-site items for Lotus Ranch Subdivision units B1 & B2 and found the installations acceptable.

BACKGROUND:

City Council granted conditional approval of the Lotus Ranch Tentative Subdivision Map on September 6, 2016 to allow the division of approximately 213 acres of land in order to create 574 single-family residential lots in phases.

On November 7, 2017 the city entered into a subdivision improvement agreement for the Lotus Ranch Subdivision and approved the Unit B1 Final Map.

On July 06, 2021 city council approved the Unit B2 Final Map.

Per the subdivision agreement, Lotus Ranch Unit B1 and Unit B2 subdivisions have provided performance on monument bonds for the installation of off-site items for each subdivision Unit.

DISCUSSION:

All Off-Site Improvements related to the Lotus Ranch Unit B1 and Unit B2 subdivision have been completed and accepted by the City Engineer for conditional acceptance by the City. These improvements along Wake Avenue, Chaparral Drive, Manzanita Drive and 23rd street include asphalt roadways, curb & gutter, sidewalk, sewer infrastructure, storm

infrastructure, water infrastructure, street lights, and traffic striping and signage as per the approved improvement plans on file at the City's Engineering Division office. Staff therefore recommends the acceptance of said off-site improvements with the bond release as follows:

Unit B1: Full release of Off-Site and Monument Bond

Unit B2: Full release of Monument Bonds

Unit B2: Partial release of Off-Site Bonds, with 10% of which to be held for 1-year warranty

CONCLUSION:

Approve Resolution 25 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO CONDITIONALLY ACCEPTING OF OFF-SITE IMPROVEMENTS FOR LOTUS RANCH SUBDIVISIONS – UNIT B1 & UNIT B2 and authorize staff to release all securities back to the subdivider for Unit B1, and authorize staff to release all securities back to the subdivider for Unit B2 to the subdivider minus 10% for Unit B2 Off-Site item warranty which will be held by the City for one year.

ATTACHMENTS:

1. Reso 25- RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO CONDITIONALLY ACCEPTING OF OFF-SITE IMPROVEMENTS FOR LO

RESOLUTION NO. 25 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO
CONDITIONALLY ACCEPTING OF OFF-SITE IMPROVEMENTS FOR LOTUS RANCH
SUBDIVISIONS – UNIT B1 & UNIT B2

WHEREAS, on or about _____ the Subdivider of Lotus Ranch Subdivisions Units B1 & B2 in the City of El Centro, California, entered into an agreement with the City of El Centro, California ("City") to install utilities, curbs, streets and other facilities within the area of those subdivisions; and

WHEREAS, Subdivider also posted security with City guaranteeing the installation thereof; and

WHEREAS, such installation has been completed; and

WHEREAS, the City Council now finds that it is in the best interest of the City to conditionally accept and approve said installations.

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 does hereby conditionally accept and approve the installation of street paving, curbs and gutters, sidewalks, driveways, street lights, water, sewer, and storm infrastructure within Lotus Ranch Subdivisions Unit B1 and Unit B2, subject to compliance by the Subdivider of the provisions and conditions set forth in Sections 66499 and 66499.7 of the Government Code of the State of California.
3. That the City Council does hereby empower the City Engineer of City to release the labor and material security and the faithful performance security required by Section 66499 of the Government Code in the manner, at such times, under such conditions and in such amounts as provided for in Section 66499, 66499.7 and 66499.9 of the California Government Code.
4. That the City shall, after the Subdivider's compliance with said Sections 66499, 66499.7 and 66499.9 of the Government Code, accept and maintain these portions of the streets lying within the Lotus Ranch Subdivisions Units B1 and B2.

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 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 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 # 2025-334)

Item: 13.

Meeting: 12/16/2025 3:30 PM

Department: Public Works

Category: Action Item

Prepared by: Hector Salcedo,
Assistant Engineer

Department Head: Abraham Campos

DOC ID: 2025-334

Imperial Avenue Traffic Signal Synchronization - CML-5169 (058) — Approval of Plans and Specifications.

CITY MANAGER'S RECOMMENDATION:

Approve Plans and Specifications for the Imperial Avenue Traffic Signal Synchronization Project and authorize staff to release for public bidding.

FISCAL IMPACT:

No Impact to the General Fund. This project is funded by Congestion Mitigation and Air Quality (CMAQ) Federal Funds and LTA Funds (Local Match). The available budget is as follows, which will be updated once bids are received.

CMAQ (Federal Funding)	\$570,000.00
Measure D (Local Match)	\$375,234.00
Total:	\$945,234.00

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.:

N/A

BACKGROUND:

Engineering staff applied for Congestion Mitigation and Air Quality (CMAQ) Federal Funding through ICTC in 2022. The City was granted funding to synchronize the traffic signals on Imperial Ave. from Ocotillo Dr. to Main St. \$85,000 was awarded and allocated towards Preliminary Engineering, and \$570,000 was awarded for the construction phase of the project.

On September 17, 2024 City Council had approved the preliminary engineering consulting agreement for the design of the project to STC Traffic, Inc.

DISCUSSION:

STC Traffic, Inc. has completed the design for the project, and provided the final Plans and Special Provisions for construction. With the plans and specifications completed, staff is prepared to begin the bidding process.

The Project will provide traffic signal upgrades in order for six (6) existing signal lights located along Imperial Ave. to have interconnected synchronization capabilities at the following intersections along Imperial Avenue: Ocotillo Dr., Pepper Dr., Ross Ave.,

Hamilton Ave., State St., and Main St.; and one (1) Pedestrian Hybrid Beacon signal located at the intersection of Imperial Ave and Holt Ave. The project will synchronize and improve the existing intersections in order to allow traffic to flow more efficiently by affecting the timing and duration of the traffic signal lights. Project to include installing new traffic signal controllers, new detection cameras, upgrading from copper to fiber optic, upgrading software as well as other hardware to improve traffic flow. Allowing traffic to flow more efficiently is aimed at reducing idling time to reduce carbon emissions, therefore improving the air quality in the area.

Below is a tentative schedule for this project:

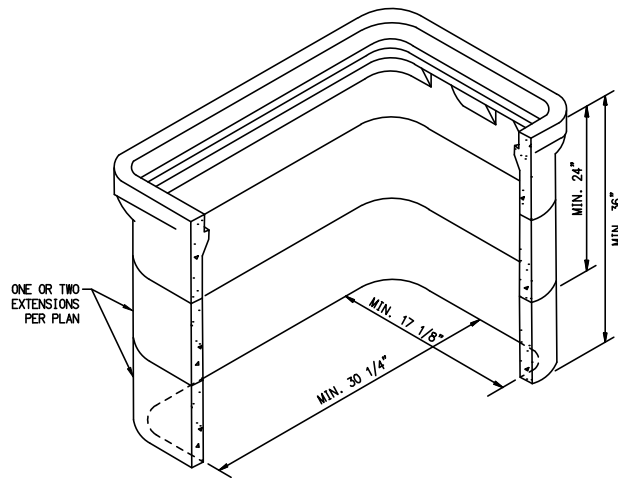
Approval of Plans and Specs	December 16, 2025
Advertise Project	January 02, 2026
Pre-Bid Meeting	January 15, 2026
Bid Opening	February 05, 2026
Construction Award	March 03, 2026
Construction Commence	March 23, 2026
Construction Complete	July 28, 2026

CONCLUSION:

Approve the plans and specifications for the CML-5169(058) Imperial Avenue Traffic Signal Synchronization Project and authorize staff to release for public bidding.

ATTACHMENTS:

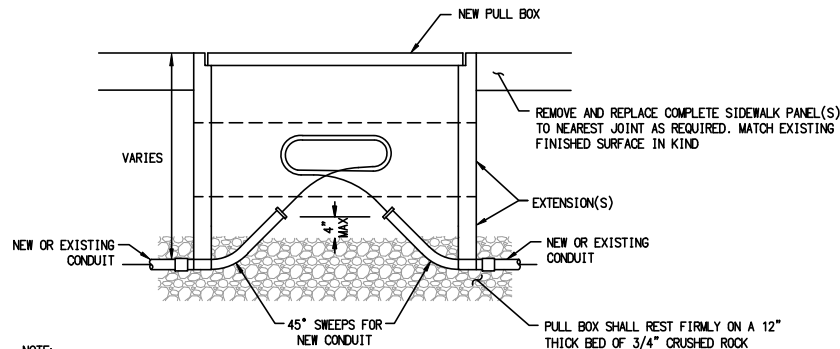
1. CML-5169(058) FINAL PLANS_11x17
2. CML-5169 (058) Specifications Volume 1
3. CML-5169(058) Specifications Volume 2



- NOTE:
- CONTRACTOR SHALL PROVIDE PULL BOX PER CALTRANS SP ES-8A. PULL BOXES SHALL BE 17 1/8" X 30 1/4" MINIMUM.
 - PULL BOXES SHALL BE EQUIPPED WITH LOCKING LIDS LABELED "TRAFFIC SIGNAL".

DETAIL A

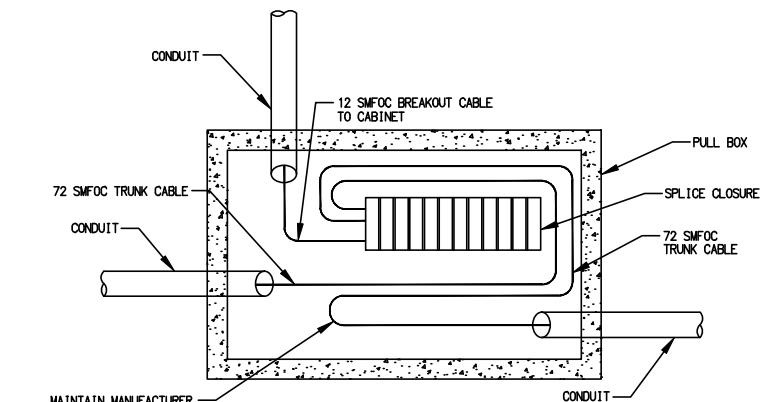
FIBRELYTE FL36 PULL BOX WITH EXTENSIONS
N.T.S.



- NOTE:
- CONDUIT SHALL ENTER PULL BOX WITH A MAXIMUM 45° SWEEP.
 - CONDUIT STUBOUTS IN PULL BOXES SHALL BE LESS THAN 4" FROM CRUSHED ROCK.

DETAIL B

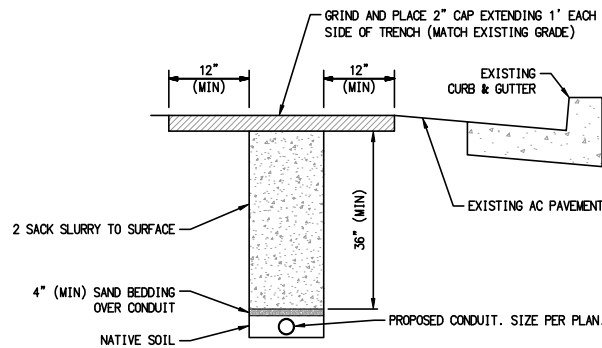
NEW PULL BOX INSTALLATION



NOTE:
PROVIDE 50' OF COIL PER TRUNK CABLE
AND 25' OF COIL PER BREAKOUT CABLE.

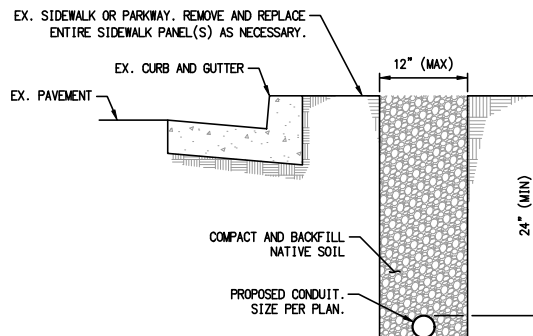
DETAIL C

SPLICE CLOSURE



DETAIL D

CONDUIT INSTALLATION IN STREETS
(TRENCHING-IN-PAVEMENT METHOD)
N.T.S.



DETAIL E

CONDUIT INSTALLATION IN SIDEWALK AND PARKWAY
(TRENCHING-IN-PAVEMENT METHOD)
N.T.S.

GENERAL CONSTRUCTION NOTES:

- FURNISH AND INSTALL PULL TAPE AND TRACER WIRE IN ALL EXISTING CONDUIT IF NONE EXISTS.
- FINAL LOCATION AND METHOD OF CONDUIT INSTALLATION TO BE DETERMINED BY CONTRACTOR WITH APPROVAL OF THE ENGINEER.
- CONTRACTOR SHALL CLEAR ALL EXISTING CONDUIT AND PULL BOXES OF DIRT AND DEBRIS AND ENSURE THAT EXISTING CONDUCTORS ARE ORGANIZED IN A NEAT ORDERLY FASHION.
- PULL BOX LOCATIONS SHOWN ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE PULL BOXES BASED ON BEST INSTALLATION PER FIELD CONDITIONS.
- NEW CONDUITS FOR TRENCHING SHALL BE POLYVINYL CHLORIDE (PVC) SCHEDULE 80 PER PLAN.
- NEW CONDUITS FOR BORING SHALL BE HIGH DENSITY POLY ETHYLENE (HDPE) SCHEDULE 80 PER PLAN.
- NEW CONDUIT FOR FIBER OPTIC CABLE SHALL BE INSTALLED WITH MANUFACTURED CONDUIT SWEEPS WITH MAXIMUM 45-DEGREE SWEEP ANGLE.
- EXISTING NO. 3 PULL BOXES THAT ARE TO BE UTILIZED FOR COMMUNICATIONS SHALL BE REPLACED WITH NEW NO. 6 WITH ONE OR TWO EXTENSIONS PER PLAN.
- ALL NEW PULL BOXES SHALL HAVE "TRAFFIC SIGNAL" LOGO ON LID.

APPROVED BY CITY OF EL CENTRO:

ABRAHAM CAMPOS, P.E. No. 70281
CITY ENGINEER / PUBLIC WORKS DIRECTOR

DATE



DESIGN BY: G.P.
DRAWN BY: T.O.
CK'ED. BY: B.S.
APV'D. BY:

SHEET
2
2 OF 10 SHEETS

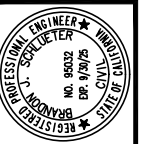
PROJECT TITLE: IMPERIAL AVENUE TRAFFIC SIGNAL
SYNCHRONIZATION PROJECT

SHEET CONTENT: DETAIL SHEET
APPROVED BY: DATE:
PUBLIC WORKS DIRECTOR/CITY ENGINEER

NO.	REVISION	DATE
1	ORIGINAL	6/6/25

PREPARED UNDER THE
DIRECT SUPERVISION OF:

Brandon J. Schluter, P.E.
PROJECT MANAGER



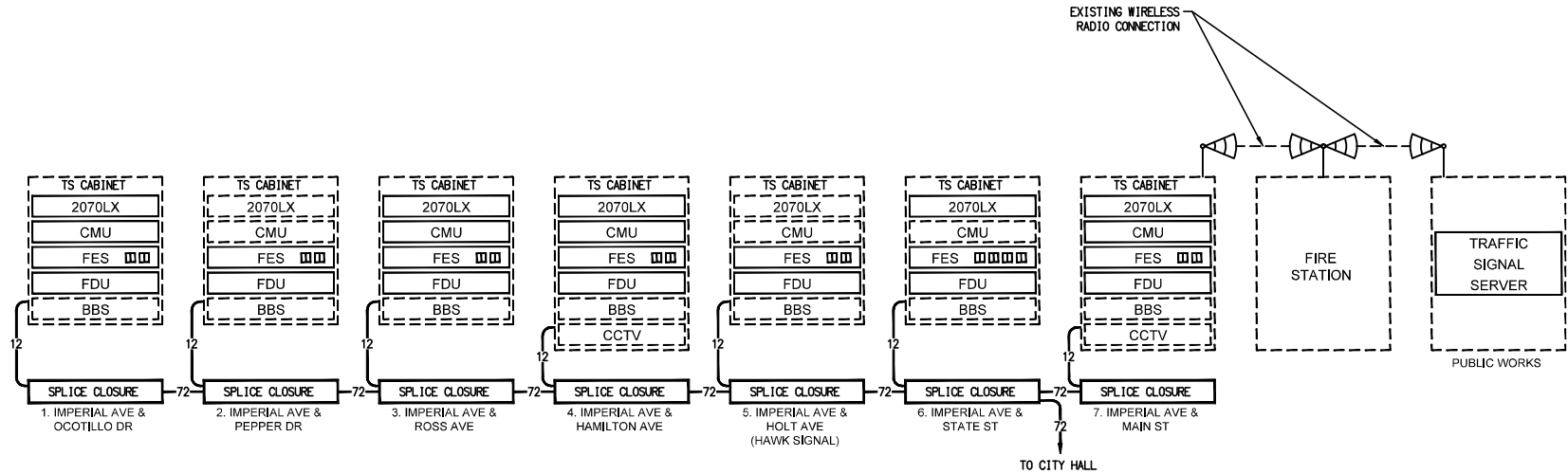
6/6/2025
DATE

5973 AVENIDA ENCINAS, SUITE 218
CARLSBAD, CA 92008
PHONE: 760-602-4290
WWW.STCTRAFFIC.COM



GENERAL NOTE:

1. EXISTING EQUIPMENT TO BE SALVAGED AND DELIVERED TO CITY OF EL CENTRO PUBLIC WORKS YARD UNLESS OTHERWISE INDICATED.
2. THE CONTRACTOR SHALL PROVIDE SYSTEM INTEGRATION AT CITY PUBLIC WORKS YARD TMC AS REQUIRED BY THESE PLANS. THE CONTRACTOR SHALL FURNISH, INSTALL, AND TEST REQUIRED COMMUNICATION EQUIPMENT IN ORDER TO PROVIDE A COMPLETE FUNCTIONAL ETHERNET IP TRAFFIC NETWORK SYSTEM WITH MINIMUM DISRUPTION TO THE EXISTING COMMUNICATION SYSTEM.
3. CONTRACTOR SHALL ARRANGE TO HAVE A QUALIFIED TECHNICIAN TO WORK ON THE ETHERNET IP COMMUNICATIONS SYSTEM EMPLOYED BY THE MANUFACTURER OR HIS REPRESENTATIVE, PRESENT AT THE TIME THE SYSTEM IS TURNED ON AND AVAILABLE DURING THE TESTING BURN-IN PERIOD.
4. CONTRACTOR TO INTEGRATE EXISTING EQUIPMENT TO REMAIN INTO NEW FIBER OPTIC NETWORK.



LEGEND:

- XX— NEW FIBER OPTIC CABLE & NUMBER OF STRANDS
- 2-DUAL SMALL FORM-FACTOR PLUGGABLE (SFP) MODULES
- 📡 EXISTING WIRELESS ETHERNET RADIO
- EXISTING
- ▭ PROPOSED
- 2070LX 2070LX TRAFFIC SIGNAL CONTROLLER
- CMU 2010ECLiP CONFLICT MONITOR UNIT
- FES MOXA EDS-GS12E-8PoE-4GSFP FIELD ETHERNET SWITCH
- FDU FIBER DISTRIBUTION UNIT
- BBS BATTERY BACKUP SYSTEM
- CCTV CLOSED CIRCUIT TELEVISION CAMERA

APPROVED BY CITY OF EL CENTRO:

ABRAHAM CAMPOS, P.E. No. 70281
CITY ENGINEER / PUBLIC WORKS DIRECTOR

9/15/25
DATE



DESIGN BY: G.P.
DRAWN BY: T.O.
CK'ED. BY: B.S.
APV'ED. BY:

SHEET
3
3 OF 10 SHEETS

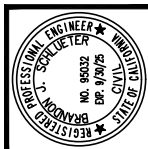
NO.	REVISION	DATE
1	ORIGINAL	6/6/25

PROJECT TITLE: IMPERIAL AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

SHEET CONTENT: NETWORK ARCHITECTURE

APPROVED BY: PUBLIC WORKS DIRECTOR/CITY ENGINEER

DATE:



PREPARED UNDER THE DIRECT SUPERVISION OF:

Brandon J. Schluter
BRANDON J. SCHLUTER, P.E.
PROJECT MANAGER

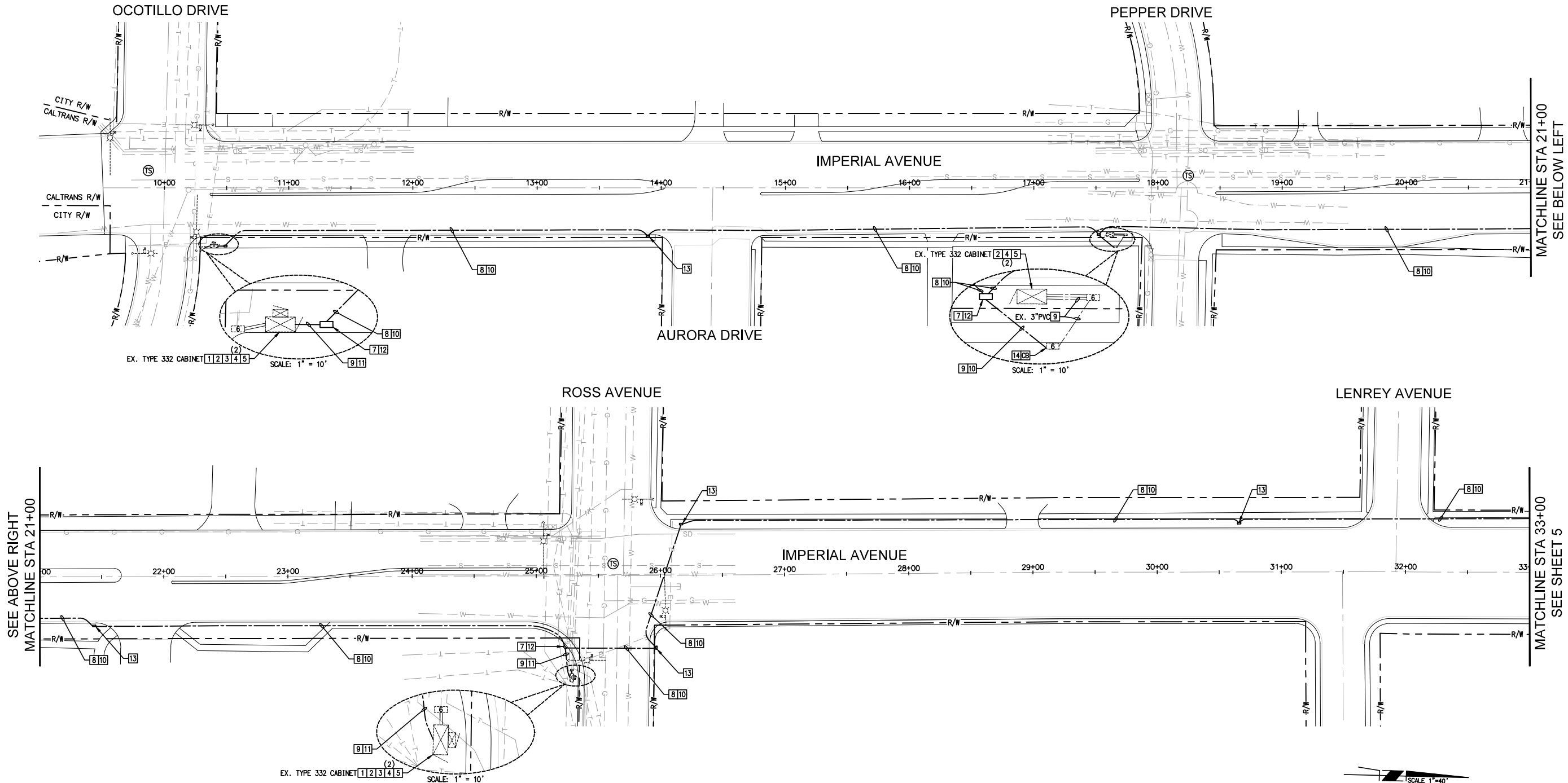
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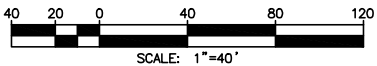
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3. CONTRACTOR SHALL ARRANGE TO HAVE A QUALIFIED TECHNICIAN TO WORK ON THE ETHERNET IP COMMUNICATIONS SYSTEM EMPLOYED BY THE MANUFACTURER OR HIS REPRESENTATIVE, PRESENT AT THE TIME THE SYSTEM IS TURNED ON AND AVAILABLE DURING THE TESTING BURN-IN PERIOD.
4. CONTRACTOR TO INTEGRATE EXISTING EQUIPMENT TO REMAIN INTO NEW FIBER OPTIC NETWORK.



CONSTRUCTION NOTES

1. EXISTING TRAFFIC SIGNAL CONTROLLER. FURNISH AND INSTALL NEW 2070LX ATC TRAFFIC SIGNAL CONTROLLER WITH OMNI ex SOFTWARE.
2. EXISTING ETHERNET SWITCH IF APPLICABLE. FURNISH AND INSTALL NEW MOXA EDS-GS12E-8PoE-4GSFP FIELD ETHERNET SWITCH.
3. EXISTING CONFLICT MONITOR UNIT. FURNISH AND INSTALL NEW 2010 ECLIP CONFLICT MONITOR UNIT.
4. FURNISH AND INSTALL DUAL SFP MODULE ON NEW ETHERNET SWITCH.
5. FURNISH AND INSTALL FIBER DISTRIBUTION UNIT WITH 1U RACK MOUNT HOUSING AND 12 PORT SPLICE CASSETTE. PROVIDE ALL FIBER JUMPERS AND CONNECTORS NECESSARY FOR COMMUNICATION.
7. FURNISH AND INSTALL NEW FIBER OPTIC SPLICE CLOSURE CAPABLE OF HOUSING 72 SPLICES. SPLICE FIBER OPTIC CABLE PER SPLICE DIAGRAM.
8. EXISTING SIC IF APPLICABLE. FURNISH AND INSTALL NEW 72-SMFOC, PULL TAPE, AND BOND WIRE IN EXISTING/PROPOSED CONDUIT. EXISTING CABLES NOT TO BE REMOVED IN PLACE.
9. EXISTING SIC IF APPLICABLE. FURNISH AND INSTALL NEW 12-SMFOC, PULL TAPE, AND BOND WIRE IN EXISTING/PROPOSED CONDUIT. EXISTING CABLES NOT TO BE REMOVED IN PLACE.
10. FURNISH AND INSTALL NEW 3" PVC CONDUIT. REPAIR/REPLACE EXISTING SURFACE IN KIND.
11. FURNISH AND INSTALL NEW 3" RMC CONDUIT, 3" RMC CONDUIT RISER AT CABINET, AND 3" TYPE LB CONDUIT BODY INTO CABINET.
12. FURNISH AND INSTALL NEW FIBRELYTE FL36 PULL BOX WITH TWO EXTENSIONS AND 45 DEGREE CONDUIT SWEEPS FOR FIBER OPTIC CABLE PER DETAIL "A" ON SHEET 2. LID SHALL BE MARKED "TRAFFIC". REPAIR/REPLACE EXISTING SURFACE IN KIND.
13. FURNISH AND INSTALL NEW FIBRELYTE FL36 PULL BOX WITH ONE EXTENSION AND 45 DEGREE CONDUIT SWEEPS FOR FIBER OPTIC CABLE PER DETAIL "B" ON SHEET 2. LID SHALL BE MARKED "TRAFFIC". REPAIR/REPLACE EXISTING SURFACE IN KIND.



APPROVED BY CITY OF EL CENTRO:

ABRAHAM CAMPOS, P.E. No. 70281
CITY ENGINEER / PUBLIC WORKS DIRECTOR

DATE

SEAL



DESIGN BY: G.P.
DRAWN BY: T.O.
CHECKED BY: B.S.
APPROVED BY:

SHEET

4

4 OF 10 SHEETS

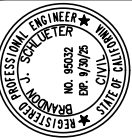
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PREPARED UNDER THE
DIRECT SUPERVISION OF:

Brandon J. Schluter, P.E.
BRANDON J. SCHLUTER, P.E.
PROJECT MANAGER

DATE



PROJECT TITLE: IMPERIAL AVENUE TRAFFIC SIGNAL
SYNCHRONIZATION PROJECT

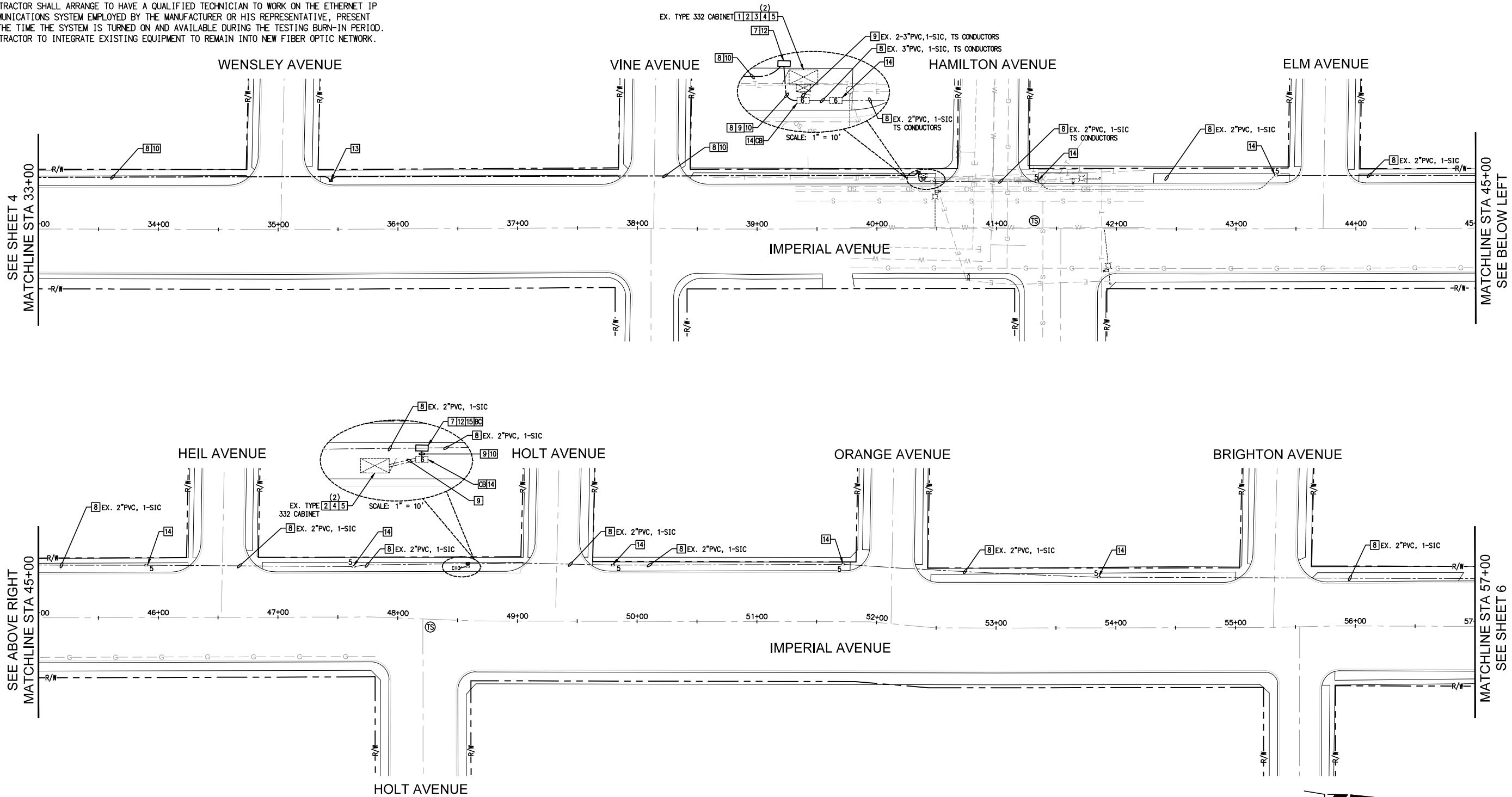
SHEET CONTENT: IMPROVEMENT PLAN

APPROVED BY: PUBLIC WORKS DIRECTOR/CITY ENGINEER

NO.	REVISION	DATE
1	ORIGINAL	6/6/25

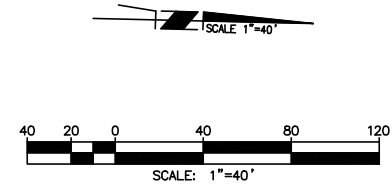
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CONSTRUCTION NOTES

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8. EXISTING SIC IF APPLICABLE. FURNISH AND INSTALL NEW 72-SMFOC, PULL TAPE, AND BOND WIRE IN EXISTING/PROPOSED CONDUIT. PP EXISTING CABLES NOT TO BE REMOVED IN PLACE.
9. EXISTING SIC IF APPLICABLE. FURNISH AND INSTALL NEW 12-SMFOC, PULL TAPE, AND BOND WIRE IN EXISTING/PROPOSED CONDUIT. PP EXISTING CABLES NOT TO BE REMOVED IN PLACE.
10. FURNISH AND INSTALL NEW 3\"/>
12. FURNISH AND INSTALL NEW FIBRELYTE FL36 PULL BOX WITH TWO EXTENSIONS AND 45 DEGREE CONDUIT SWEEPS FOR FIBER OPTIC CABLE PER DETAIL "A" ON SHEET 2. LID SHALL BE MARKED "TRAFFIC". REPAIR/REPLACE EXISTING SURFACE IN KIND.
13. FURNISH AND INSTALL NEW FIBRELYTE FL36 PULL BOX WITH ONE EXTENSION AND 45 DEGREE CONDUIT SWEEPS FOR FIBER OPTIC CABLE PER DETAIL "B" ON SHEET 2. LID SHALL BE MARKED "TRAFFIC". REPAIR/REPLACE EXISTING SURFACE IN KIND.
14. CONTRACTOR SHALL PROTECT PULL BOX IN PLACE.
15. CONTRACTOR TO LOCATE EXISTING SIC CONDUIT.



APPROVED BY CITY OF EL CENTRO:

ABRAHAM CAMPOS, P.E. No. 70281
CITY ENGINEER / PUBLIC WORKS DIRECTOR

9/15/25
DATE

SEAL



5973 AVENIDA ENCINAS, SUITE 218
CARLSBAD, CA 92008
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PREPARED UNDER THE
DIRECT SUPERVISION OF:
Brandon J. Schluter
BRANDON J. SCHLUTER, P.E.
PROJECT MANAGER



PROJECT TITLE: IMPERIAL AVENUE TRAFFIC SIGNAL
SYNCHRONIZATION PROJECT
SHEET CONTENT: IMPROVEMENT PLAN
APPROVED BY: PUBLIC WORKS DIRECTOR/CITY ENGINEER

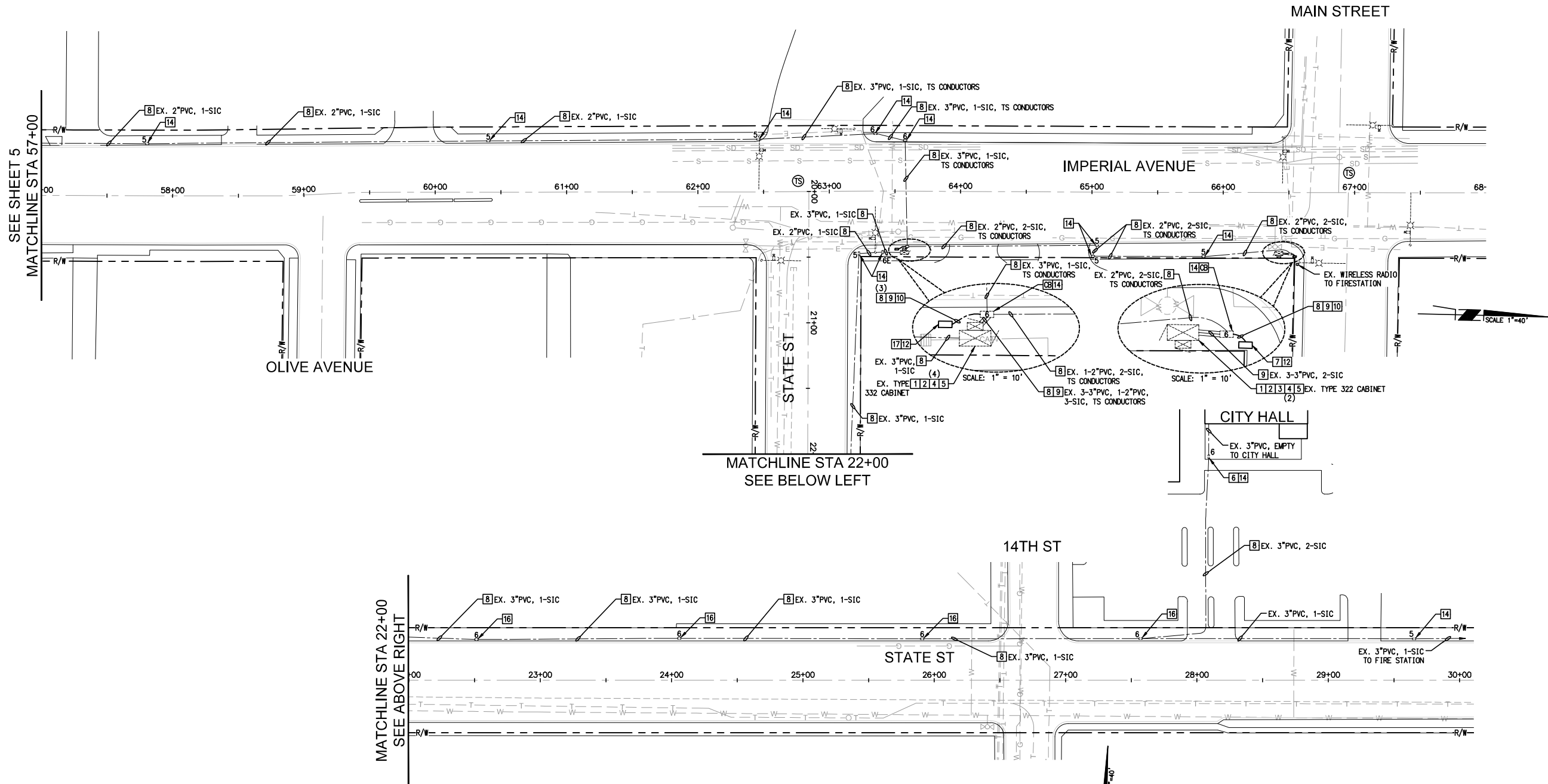
NO.	REVISION	DATE
1	ORIGINAL	6/6/25

DESIGN BY: G.P.
DRAWN BY: T.O.
CK'D BY: B.S.
APV'D BY:

SHEET
5
OF 10 SHEETS

GENERAL NOTE:

1. EXISTING EQUIPMENT TO BE SALVAGED AND DELIVERED TO CITY OF EL CENTRO PUBLIC WORKS YARD UNLESS OTHERWISE INDICATED.
2. THE CONTRACTOR SHALL PROVIDE SYSTEM INTEGRATION AT CITY PUBLIC WORKS YARD TMC AS REQUIRED BY THESE PLANS. THE CONTRACTOR SHALL FURNISH, INSTALL, AND TEST REQUIRED COMMUNICATION EQUIPMENT IN ORDER TO PROVIDE A COMPLETE FUNCTIONAL ETHERNET IP TRAFFIC NETWORK SYSTEM WITH MINIMUM DISRUPTION TO THE EXISTING COMMUNICATION SYSTEM.
3. CONTRACTOR SHALL ARRANGE TO HAVE A QUALIFIED TECHNICIAN TO WORK ON THE ETHERNET IP COMMUNICATIONS SYSTEM EMPLOYED BY THE MANUFACTURER OR HIS REPRESENTATIVE, PRESENT AT THE TIME THE SYSTEM IS TURNED ON AND AVAILABLE DURING THE TESTING BURN-IN PERIOD.
4. CONTRACTOR TO INTEGRATE EXISTING EQUIPMENT TO REMAIN INTO NEW FIBER OPTIC NETWORK.



CONSTRUCTION NOTES

1. EXISTING TRAFFIC SIGNAL CONTROLLER. FURNISH AND INSTALL NEW 2070LX ATC TRAFFIC SIGNAL CONTROLLER WITH OMNI ex SOFTWARE.
2. EXISTING ETHERNET SWITCH IF APPLICABLE. FURNISH AND INSTALL NEW MOXA EDS-6512E-8PoE-4GSFP FIELD ETHERNET SWITCH.
3. EXISTING CONFLICT MONITOR UNIT. FURNISH AND INSTALL NEW 2010 ECLIP CONFLICT MONITOR UNIT.
4. FURNISH AND INSTALL DUAL SFP MODULE ON NEW ETHERNET SWITCH.
5. FURNISH AND INSTALL FIBER DISTRIBUTION UNIT WITH 1U RACK MOUNT HOUSING AND 12 PORT SPLICE CASSETTE. PROVIDE ALL FIBER JUMPERS AND CONNECTORS NECESSARY FOR COMMUNICATION.
6. COIL 100' OF FIBER IN PULL BOX WITH PROTECTIVE COVER ON END OF FIBER.
7. FURNISH AND INSTALL NEW FIBER OPTIC SPLICE CLOSURE CAPABLE OF HOUSING 72 SPLICES. SPLICE FIBER OPTIC CABLE PER SPLICE DIAGRAM.
8. EXISTING SIC IF APPLICABLE. FURNISH AND INSTALL NEW 72-SMFOC, PULL TAPE, AND BOND WIRE IN EXISTING/PROPOSED CONDUIT. PP EXISTING CABLES NOT TO BE REMOVED IN PLACE.
9. EXISTING SIC IF APPLICABLE. FURNISH AND INSTALL NEW 12-SMFOC, PULL TAPE, AND BOND WIRE IN EXISTING/PROPOSED CONDUIT. PP EXISTING CABLES NOT TO BE REMOVED IN PLACE.
10. FURNISH AND INSTALL NEW 3" PVC CONDUIT. REPAIR/REPLACE EXISTING SURFACE IN KIND.
12. FURNISH AND INSTALL NEW FIBRELYTE FL36 PULL BOX WITH TWO EXTENSIONS AND 45 DEGREE CONDUIT SWEEPS FOR FIBER OPTIC CABLE PER DETAIL "A" ON SHEET 2. LID SHALL BE MARKED "TRAFFIC". REPAIR/REPLACE EXISTING SURFACE IN KIND.
14. CONTRACTOR SHALL PROTECT PULL BOX IN PLACE.
16. CONTRACTOR SHALL PROTECT PULL BOX IN PLACE. COIL 50' OF FIBER MINIMUM IN PULL BOX.
17. FURNISH AND INSTALL NEW FIBER OPTIC SPLICE CLOSURE CAPABLE OF HOUSING 144 SPLICES. SPLICE FIBER OPTIC CABLE PER SPLICE DIAGRAM.

APPROVED BY CITY OF EL CENTRO:

ABRAHAM CAMPOS, P.E. No. 70281
CITY ENGINEER / PUBLIC WORKS DIRECTOR

9/15/25
DATE

SEAL



PROJECT TITLE: IMPERIAL AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

SHEET CONTENT: IMPROVEMENT PLAN

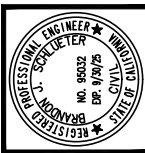
APPROVED BY: PUBLIC WORKS DIRECTOR/CITY ENGINEER

DATE: 6/6/25

NO.	REVISION	DATE
1	ORIGINAL	6/6/25

DESIGN BY: G.P.
DRAWN BY: T.O.
CK'ED. BY: B.S.
AP'VED. BY:

SHEET
6
OF 10 SHEETS



PREPARED UNDER THE DIRECT SUPERVISION OF:

DATE: 6/6/2025

BRANDON J. SCHLUTER, P.E.
PROJECT MANAGER

5973 AVENIDA ENCINAS, SUITE 218
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PROPOSED 72-STRAND SMFOC	
FIBERS	DESCRIPTION
1-2	TRAFFIC SIGNAL PRIMARY
3-4	TRAFFIC SIGNAL REDUNDANT
5-72	SPARE

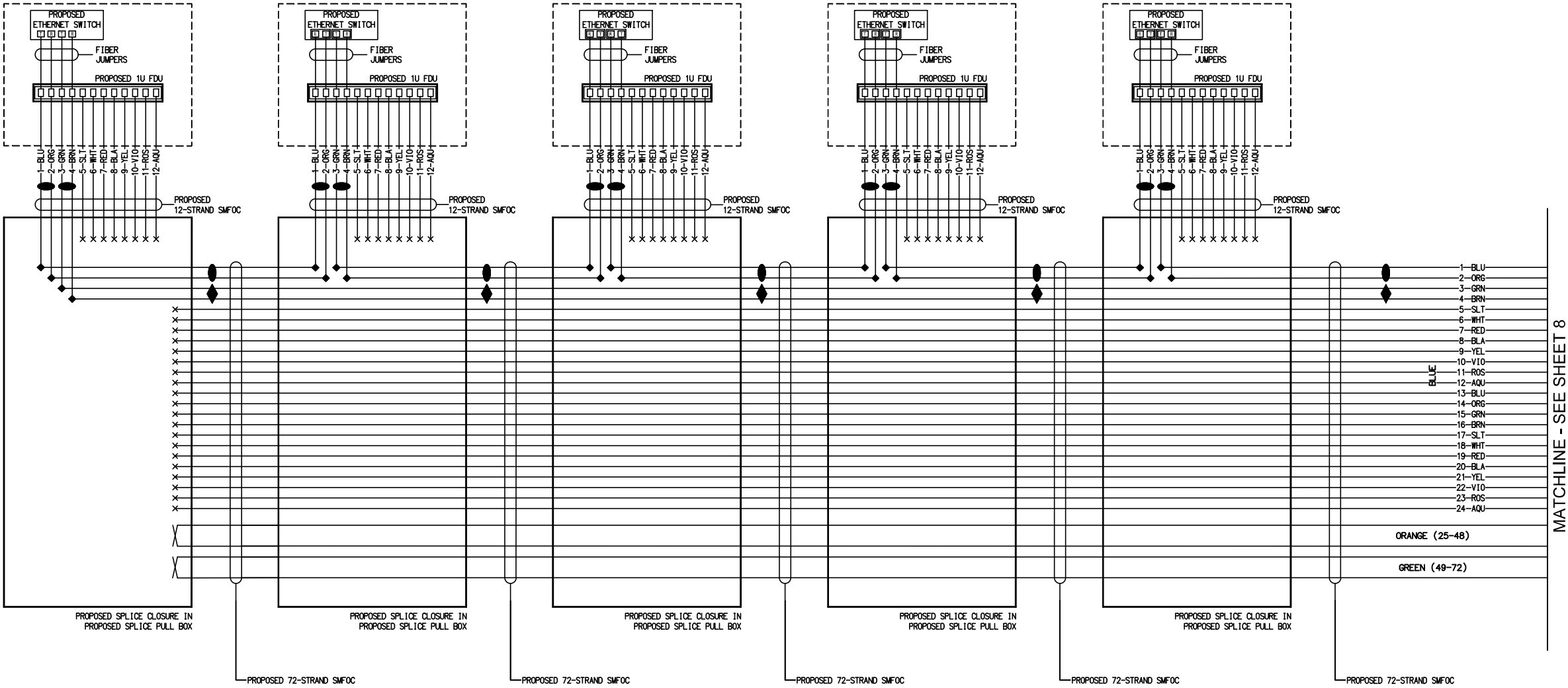
1. IMPERIAL AVE & OCOTILLO DR
EX. TRAFFIC SIGNAL CABINET

2. IMPERIAL AVE & PEPPER DR
EX. TRAFFIC SIGNAL CABINET

3. IMPERIAL AVE & ROSS AVE
EX. TRAFFIC SIGNAL CABINET

4. IMPERIAL AVE & HAMILTON AVE
EX. TRAFFIC SIGNAL CABINET

5. IMPERIAL AVE & HOLT AVE
EX. TRAFFIC SIGNAL CABINET



1-BLU
2-ORG
3-GRN
4-BRN
5-SLT
6-WHT
7-RED
8-BLA
9-YEL
10-VIO
11-ROS
12-AQU
13-BLU
14-ORG
15-GRN
16-BRN
17-SLT
18-WHT
19-RED
20-BLA
21-YEL
22-VIO
23-ROS
24-AQU

ORANGE (25-48)
GREEN (49-72)

LEGEND

- ◇ - EXISTING FIBER SPLICE
- ◆ - PROPOSED FIBER SPLICE
- × - CUT END OF FIBER, NO SPOE
- - EXISTING SIGNAL CARRYING FIBER PAIR
- - PROPOSED SIGNAL CARRYING FIBER PAIR
- ◆ - PROPOSED REDUNDANT SIGNAL CARRYING FIBER PAIR

GENERAL NOTES

- CONTRACTOR SHALL FURNISH AND INSTALL ALL FIBER OPTIC JUMPERS NECESSARY FOR NEW COMMUNICATION EQUIPMENT FOR THE PROJECT.
 - CONTRACTOR SHALL MAINTAIN EXISTING EQUIPMENT AND CONNECTIONS IN EXISTING AND NEW CABINETS UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL MAKE ALL CONNECTIONS AND INSTALL ADDITIONAL AUXILIARY EQUIPMENT FOR INTENDED OPERATIONS.
 - LAYER 2 FILED ETHERNET SWITCHES SHALL HAVE NO LESS THAN 8 GIGABIT PoE PORTS AND 4 DUAL-RATE GIGABIT SFP (SMALL FORM-FACTOR PLUGGABLE) PORTS.
- PoE PORT DESIGNATION:
- PORT #1 - TRAFFIC SIGNAL CONTROLLER
PORT #2 - VIDEO DETECTION SYSTEM
PORT #3 - CCTV SYSTEM
PORT #4 - CONFLICT MONITORING UNIT (CMU)
PORT #5 - EMERGENCY VEHICLE PREEMPTION (EVP)
PORT #6 - BATTERY BACKUP SYSTEM (BBS)
PORT #7 - WIRELESS / ROADSIDE UNIT
PORT #8 - MANAGEMENT
- SFP PORT DESIGNATIONS:
- SFP PORT #13 - FIBER IN
SFP PORT #14 - FIBER OUT



APPROVED BY CITY OF EL CENTRO:

ABRAHAM CAMPOS, P.E. No. 70281
CITY ENGINEER / PUBLIC WORKS DIRECTOR

9/15/25
DATE



PROJECT TITLE: IMPERIAL AVENUE TRAFFIC SIGNAL
SYNCHRONIZATION PROJECT

SHEET CONTENT: SPLICE DIAGRAMS

APPROVED BY: DATE: PUBLIC WORKS DIRECTOR/CITY ENGINEER

NO.	REVISION	DATE
1	ORIGINAL	6/6/25

DESIGN BY: G.P.
DRAWN BY: T.O.
CK'ED. BY: B.S.
APV'D. BY:

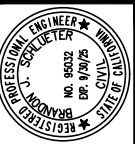
SHEET
7
7 OF 10 SHEETS

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PREPARED UNDER THE
DIRECT SUPERVISION OF:

BRANDON J. SCHLUETER, P.E.
PROJECT MANAGER



DATE: 6/6/2025

DATE: 6/6/2025

GENERAL NOTES

- CONTRACTOR SHALL FURNISH AND INSTALL ALL FIBER OPTIC JUMPERS NECESSARY FOR NEW COMMUNICATION EQUIPMENT FOR THE PROJECT.
- CONTRACTOR SHALL MAINTAIN EXISTING EQUIPMENT AND CONNECTIONS IN EXISTING AND NEW CABINETS UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL MAKE ALL CONNECTIONS AND INSTALL ADDITIONAL AUXILIARY EQUIPMENT FOR INTENDED OPERATIONS.
- LAYER 2 FILED ETHERNET SWITCHES SHALL HAVE NO LESS THAN 8 GIGABIT PoE PORTS AND 4 DUAL-RATE GIGABIT SFP (SMALL FORM-FACTOR PLUGGABLE) PORTS.

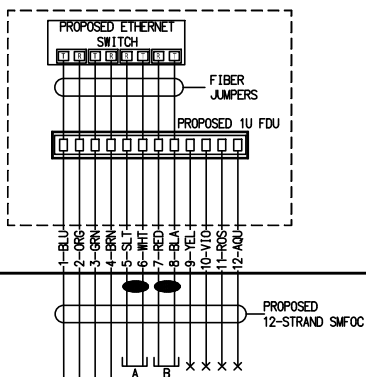
PoE PORT DESIGNATION:

PORT #1 - TRAFFIC SIGNAL CONTROLLER
PORT #2 - VIDEO DETECTION SYSTEM
PORT #3 - CCTV SYSTEM
PORT #4 - CONFLICT MONITORING UNIT (CMU)
PORT #5 - EMERGENCY VEHICLE PREEMPTION (EVP)
PORT #6 - BATTERY BACKUP SYSTEM (BBS)
PORT #7 - WIRELESS / ROADSIDE UNIT
PORT #8 - MANAGEMENT

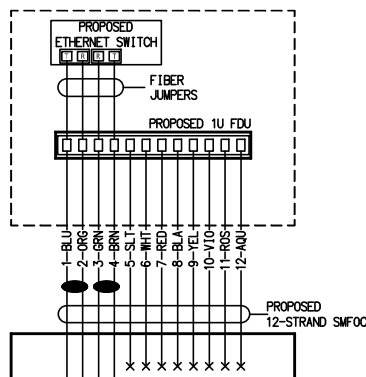
SFP PORT DESIGNATIONS:

SFP PORT #13 - FIBER IN
SFP PORT #14 - FIBER OUT

6. IMPERIAL AVE & STATE ST
EX. TRAFFIC SIGNAL CABINET



7. IMPERIAL AVE & MAIN ST
EX. TRAFFIC SIGNAL CABINET



PROPOSED 72-STRAND SMFOC	
FIBERS	DESCRIPTION
1-2	TRAFFIC SIGNAL PRIMARY
3-4	TRAFFIC SIGNAL REDUNDANT
5-72	SPARE

MATCHLINE - SEE SHEET 8

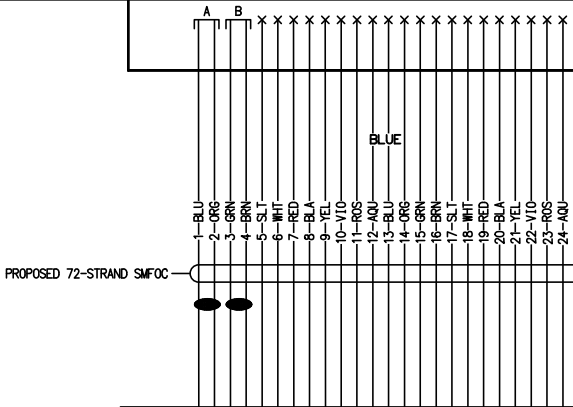
1-BLU
2-ORG
3-GRN
4-BRN
5-SLT
6-WHT
7-RED
8-BLA
9-YEL
10-VIO
11-ROS
12-AQU
13-BLU
14-ORG
15-GRN
16-BRN
17-SLT
18-WHT
19-RED
20-BLA
21-YEL
22-VIO
23-ROS
24-AQU
25-BLU
26-ORG
27-GRN
28-BRN
29-SLT
30-WHT
31-RED
32-BLA
33-YEL
34-VIO
35-ROS
36-AQU
37-BLU
38-ORG
39-GRN
40-BRN
41-SLT
42-WHT
43-RED
44-BLA
45-YEL
46-VIO
47-ROS
48-AQU

GREEN (49-72)

PROPOSED 72-STRAND SMFOC

LEGEND

- ◇ - EXISTING FIBER SPLICE
- ◆ - PROPOSED FIBER SPLICE
- × - CUT END OF FIBER, NO SPICE
- - EXISTING SIGNAL CARRYING FIBER PAIR
- - PROPOSED SIGNAL CARRYING FIBER PAIR
- ◆ - PROPOSED REDUNDANT SIGNAL CARRYING FIBER PAIR



72 STRAND SMFOC TO CITY HALL

1-BLU
2-ORG
3-GRN
4-BRN
5-SLT
6-WHT
7-RED
8-BLA
9-YEL
10-VIO
11-ROS
12-AQU
13-BLU
14-ORG
15-GRN
16-BRN
17-SLT
18-WHT
19-RED
20-BLA
21-YEL
22-VIO
23-ROS
24-AQU
25-BLU
26-ORG
27-GRN
28-BRN
29-SLT
30-WHT
31-RED
32-BLA
33-YEL
34-VIO
35-ROS
36-AQU
37-BLU
38-ORG
39-GRN
40-BRN
41-SLT
42-WHT
43-RED
44-BLA
45-YEL
46-VIO
47-ROS
48-AQU

GREEN (49-72)

PROPOSED 72-STRAND SMFOC

PROPOSED SPLICE CLOSURE IN
PROPOSED SPLICE PULL BOX



APPROVED BY CITY OF EL CENTRO:

ABRAHAM CAMPOS, P.E. No. 70281
CITY ENGINEER / PUBLIC WORKS DIRECTOR

9/15/25
DATE



PROJECT TITLE: IMPERIAL AVENUE TRAFFIC SIGNAL
SYNCHRONIZATION PROJECT

SHEET CONTENT: SPLICE DIAGRAMS

APPROVED BY: PUBLIC WORKS DIRECTOR/CITY ENGINEER

NO.	REVISION	DATE
1	ORIGINAL	6/6/25

DESIGN BY: G.P.
DRAWN BY: T.O.
CK'ED. BY: B.S.
APV'ED. BY:

SHEET
8
8 OF 10 SHEETS

5973 AVENIDA ENCINAS, SUITE 218
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PREPARED UNDER THE
DIRECT SUPERVISION OF:

Brandon J. Schluter
BRANDON J. SCHLUTER, P.E.
PROJECT MANAGER



PROJECT TITLE: IMPERIAL AVENUE TRAFFIC SIGNAL
SYNCHRONIZATION PROJECT

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APPROVED BY: PUBLIC WORKS DIRECTOR/CITY ENGINEER

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SHEET
8
8 OF 10 SHEETS

OCOTILLO DR SDLC DETECTOR ASSIGNMENT *							
BIU	SDLC	PHASE	FUNCTION	BIU	SDLC	PHASE	FUNCTION
1	1	#5	PRESENCE (VIDEO)	3	33	#1	PRESENCE (VIDEO)
	2	#5	NOT IN USE		34	#1	NOT IN USE
	3	#5	NOT IN USE		35	#1	NOT IN USE
	4	#5	NOT IN USE		36	#1	NOT IN USE
	5	#5	NOT IN USE		37	#1	NOT IN USE
	6	#2	CALL + EXT (RADAR)		38	#6	CALL + EXT (RADAR)
	7	#2	CALL + EXT (RADAR)		39	#6	CALL + EXT (RADAR)
	8	#2	PRESENCE (VIDEO)		40	#6	PRESENCE (VIDEO)
	9	#2	PRESENCE (VIDEO)		41	#6	PRESENCE (VIDEO)
	10	#2	CALL + EXT (RADAR)		42	#6	NOT IN USE
	11	#2	NOT IN USE		43	#6	NOT IN USE
	12	#2	NOT IN USE		44	#6	NOT IN USE
	13	#2	NOT IN USE		45	#6	NOT IN USE
	14	#2	NOT IN USE		46	#6	NOT IN USE
	15	#2	NOT IN USE		47	#6	NOT IN USE
	2	16	#2		NOT IN USE	4	48
17		#7	PRESENCE (VIDEO)	49	#3		NOT IN USE
18		#7	NOT IN USE	50	#3		NOT IN USE
19		#7	NOT IN USE	51	#3		NOT IN USE
20		#7	NOT IN USE	52	#3		NOT IN USE
21		#7	NOT IN USE	53	#3		NOT IN USE
22		#4	PRESENCE (VIDEO)	54	#8		PRESENCE (VIDEO)
23		#4	PRESENCE (VIDEO)	55	#8		NOT IN USE
24		#4	NOT IN USE	56	#8		NOT IN USE
25		#4	NOT IN USE	57	#8		NOT IN USE
26		#4	NOT IN USE	58	#8		NOT IN USE
27		#4	NOT IN USE	59	#8		NOT IN USE
28		#4	NOT IN USE	60	#8		NOT IN USE
29		#4	NOT IN USE	61	#8		NOT IN USE
30		#4	NOT IN USE	62	#8		NOT IN USE
31		#4	NOT IN USE	63	#8		NOT IN USE
32	#4	NOT IN USE	64	#8	NOT IN USE		

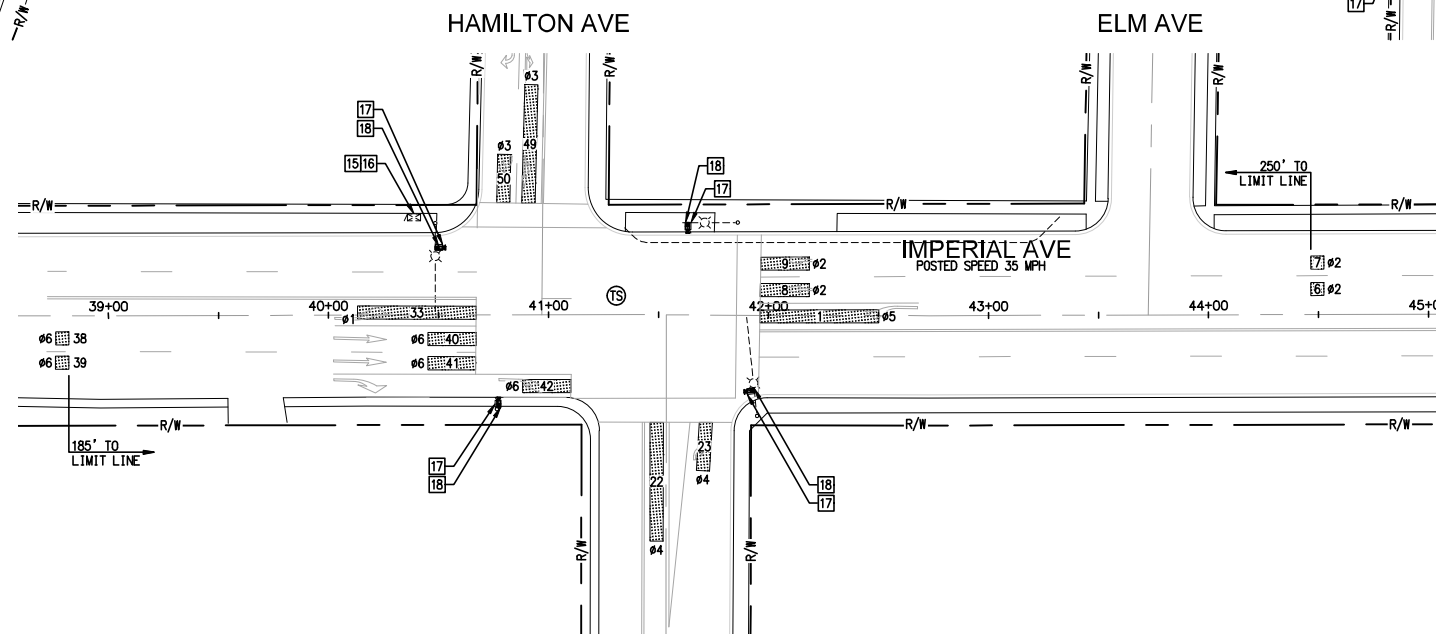
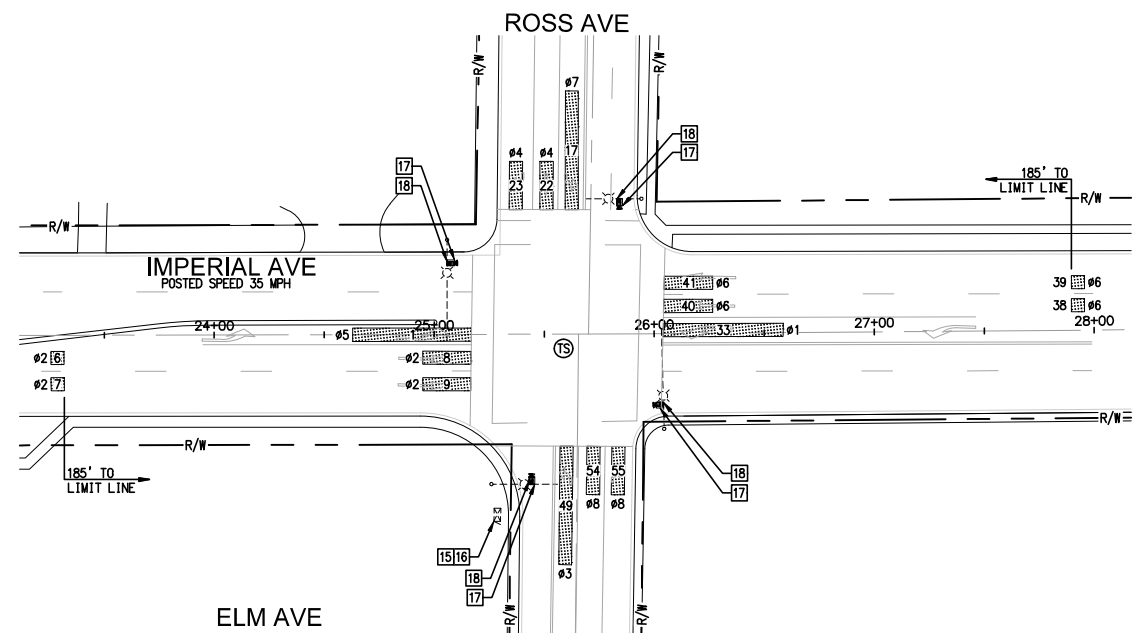
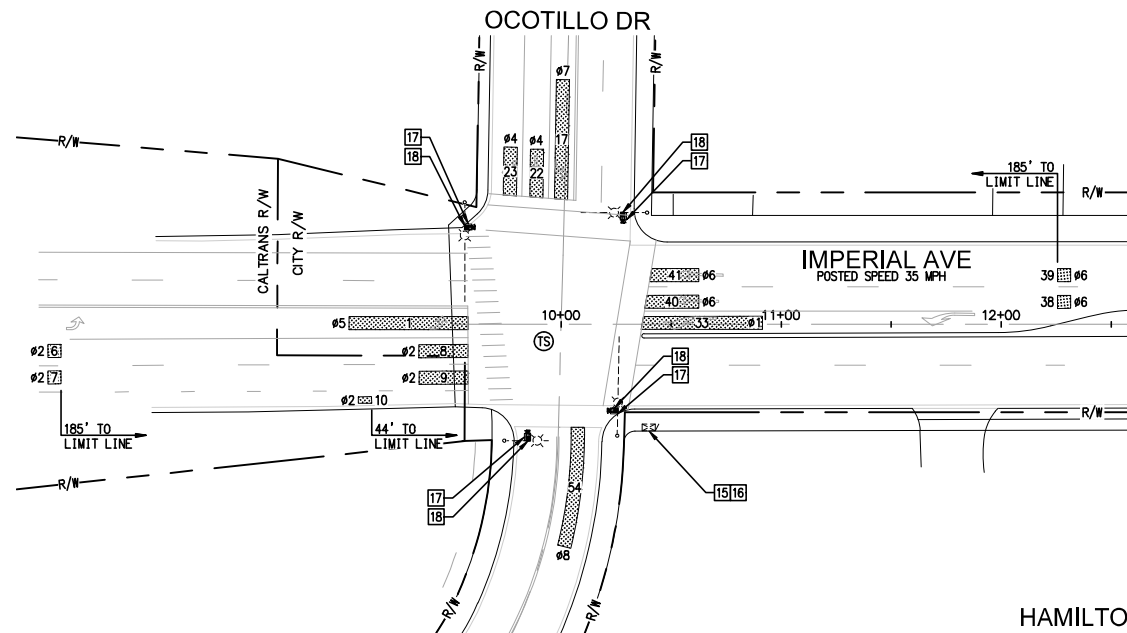
* DRAW DETECTION ZONES TO MATCH ZONES SHOWN ON PLAN.

ROSS AVE SDLC DETECTOR ASSIGNMENT *							
BIU	SDLC	PHASE	FUNCTION	BIU	SDLC	PHASE	FUNCTION
1	1	#5	PRESENCE (VIDEO)	3	33	#1	PRESENCE (VIDEO)
	2	#5	NOT IN USE		34	#1	NOT IN USE
	3	#5	NOT IN USE		35	#1	NOT IN USE
	4	#5	NOT IN USE		36	#1	NOT IN USE
	5	#5	NOT IN USE		37	#1	NOT IN USE
	6	#2	CALL + EXT (RADAR)		38	#6	CALL + EXT (RADAR)
	7	#2	CALL + EXT (RADAR)		39	#6	CALL + EXT (RADAR)
	8	#2	PRESENCE (VIDEO)		40	#6	PRESENCE (VIDEO)
	9	#2	PRESENCE (VIDEO)		41	#6	PRESENCE (VIDEO)
	10	#2	NOT IN USE		42	#6	NOT IN USE
	11	#2	NOT IN USE		43	#6	NOT IN USE
	12	#2	NOT IN USE		44	#6	NOT IN USE
	13	#2	NOT IN USE		45	#6	NOT IN USE
	14	#2	NOT IN USE		46	#6	NOT IN USE
	15	#2	NOT IN USE		47	#6	NOT IN USE
	16	#2	NOT IN USE		48	#6	NOT IN USE
2	17	#7	PRESENCE (VIDEO)	4	49	#3	PRESENCE (VIDEO)
	18	#7	NOT IN USE		50	#3	NOT IN USE
	19	#7	NOT IN USE		51	#3	NOT IN USE
	20	#7	NOT IN USE		52	#3	NOT IN USE
	21	#7	NOT IN USE		53	#3	NOT IN USE
	22	#4	PRESENCE (VIDEO)		54	#8	PRESENCE (VIDEO)
	23	#4	PRESENCE (VIDEO)		55	#8	PRESENCE (VIDEO)
	24	#4	NOT IN USE		56	#8	NOT IN USE
	25	#4	NOT IN USE		57	#8	NOT IN USE
	26	#4	NOT IN USE		58	#8	NOT IN USE
	27	#4	NOT IN USE		59	#8	NOT IN USE
	28	#4	NOT IN USE		60	#8	NOT IN USE
	29	#4	NOT IN USE		61	#8	NOT IN USE
	30	#4	NOT IN USE		62	#8	NOT IN USE
	31	#4	NOT IN USE		63	#8	NOT IN USE
	32	#4	NOT IN USE		64	#8	NOT IN USE

* DRAW DETECTION ZONES TO MATCH ZONES SHOWN ON PLAN.

HAMILTON AVE SDLC DETECTOR ASSIGNMENT *							
BIU	SDLC	PHASE	FUNCTION	BIU	SDLC	PHASE	FUNCTION
1	1	#5	PRESENCE (VIDEO)	3	33	#1	PRESENCE (VIDEO)
	2	#5	NOT IN USE		34	#1	NOT IN USE
	3	#5	NOT IN USE		35	#1	NOT IN USE
	4	#5	NOT IN USE		36	#1	NOT IN USE
	5	#5	NOT IN USE		37	#1	NOT IN USE
	6	#2	CALL + EXT (RADAR)		38	#6	CALL + EXT (RADAR)
	7	#2	CALL + EXT (RADAR)		39	#6	CALL + EXT (RADAR)
	8	#2	PRESENCE (VIDEO)		40	#6	PRESENCE (VIDEO)
	9	#2	PRESENCE (VIDEO)		41	#6	PRESENCE (VIDEO)
	10	#2	NOT IN USE		42	#6	PRESENCE (VIDEO)
	11	#2	NOT IN USE		43	#6	NOT IN USE
	12	#2	NOT IN USE		44	#6	NOT IN USE
	13	#2	NOT IN USE		45	#6	NOT IN USE
	14	#2	NOT IN USE		46	#6	NOT IN USE
	15	#2	NOT IN USE		47	#6	NOT IN USE
	16	#2	NOT IN USE		48	#6	NOT IN USE
2	17	#7	NOT IN USE	4	49	#3	PRESENCE (VIDEO)
	18	#7	NOT IN USE		50	#3	PRESENCE (VIDEO)
	19	#7	NOT IN USE		51	#3	NOT IN USE
	20	#7	NOT IN USE		52	#3	NOT IN USE
	21	#7	NOT IN USE		53	#3	NOT IN USE
	22	#4	PRESENCE (VIDEO)		54	#8	NOT IN USE
	23	#4	PRESENCE (VIDEO)		55	#8	NOT IN USE
	24	#4	NOT IN USE		56	#8	NOT IN USE
	25	#4	NOT IN USE		57	#8	NOT IN USE
	26	#4	NOT IN USE		58	#8	NOT IN USE
	27	#4	NOT IN USE		59	#8	NOT IN USE
	28	#4	NOT IN USE		60	#8	NOT IN USE
	29	#4	NOT IN USE		61	#8	NOT IN USE
	30	#4	NOT IN USE		62	#8	NOT IN USE
	31	#4	NOT IN USE		63	#8	NOT IN USE
	32	#4	NOT IN USE		64	#8	NOT IN USE

* DRAW DETECTION ZONES TO MATCH ZONES SHOWN ON PLAN.



CONSTRUCTION NOTES (ADDITIVE ALTERNATE A)

- EXISTING VIDEO DETECTION EQUIPMENT IN CABINET.
- FURNISH AND INSTALL ITERIS RACK MOUNT VANTAGE NEXT VIDEO DETECTION SYSTEM WITH SURGE PANEL AND (2) NEW DVP CARDS PER MANUFACTURER'S SPECIFICATIONS. VANTAGE NEXT SHALL BE CONNECTED TO CONTROLLER VIA SDLC. SDLC AND TO SWITCH VIA PATCH CABLES. SETUP DETECTION FOR INTENDED OPERATION. CONFIGURE VIDEO AND DATA SOURCE FOR REMOTE MONITORING AT THE PW TMC.
- EXISTING CAMERA AND CABLE BACK TO CABINET.
- FURNISH AND INSTALL ITERIS VANTAGE VECTOR HYBRID DETECTION SENSOR AND MOUNTING PER MANUFACTURER'S SPECIFICATIONS. PRECISE CAMERA LOCATIONS SHOWN ON THESE PLANS ARE TO ILLUSTRATE DESIGN INTENT ONLY AND ARE SUBJECT TO ADJUSTMENT. SENSOR SHALL BE LOCATED ON TRAFFIC SIGNAL MAST ARM UNLESS OTHERWISE SPECIFIED BY THE CITY TRAFFIC ENGINEER, INSPECTOR, OR ITERIS REPRESENTATIVE. PROVIDE VIDEO DETECTION ZONES AS SHOWN ON PLAN.

APPROVED BY CITY OF EL CENTRO:

ABRAHAM CAMPOS, P.E. No. 70281
CITY ENGINEER / PUBLIC WORKS DIRECTOR

9/15/25
DATE



PROJECT TITLE: IMPERIAL AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

SHEET CONTENT: TRAFFIC SIGNAL MODIFICATION

APPROVED BY: PUBLIC WORKS DIRECTOR/CITY ENGINEER

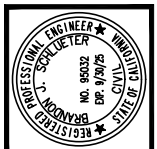
NO.	REVISION	DATE
1	ORIGINAL	6/6/25

DESIGN BY: G.P.
DRAWN BY: T.O.
CHECKED BY: B.S.
APPROVED BY:

SHEET
9
9 OF 10 SHEETS

PREPARED UNDER THE
DIRECT SUPERVISION OF:

Brandon J. Schluter
BRANDON J. SCHLUTER, P.E.
PROJECT MANAGER



(ADDITIVE ALTERNATE)

6/6/2025
DATE

5973 AVENUE ENCINAS, SUITE 218
CARLSBAD, CA 92008
PHONE: 760-602-4290
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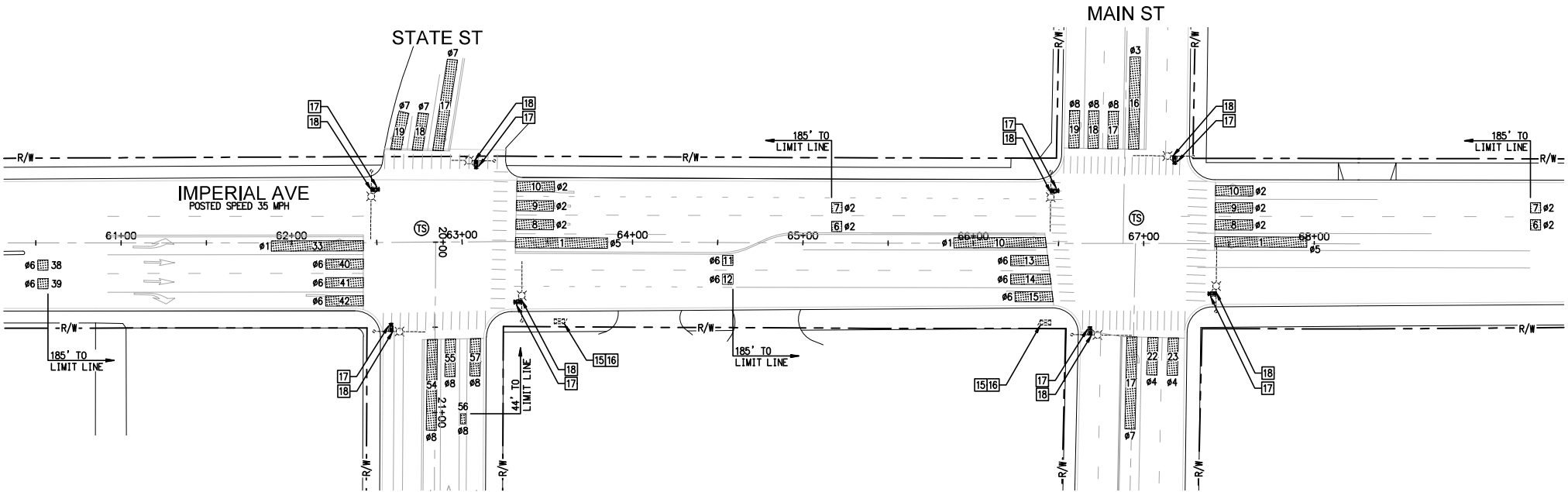
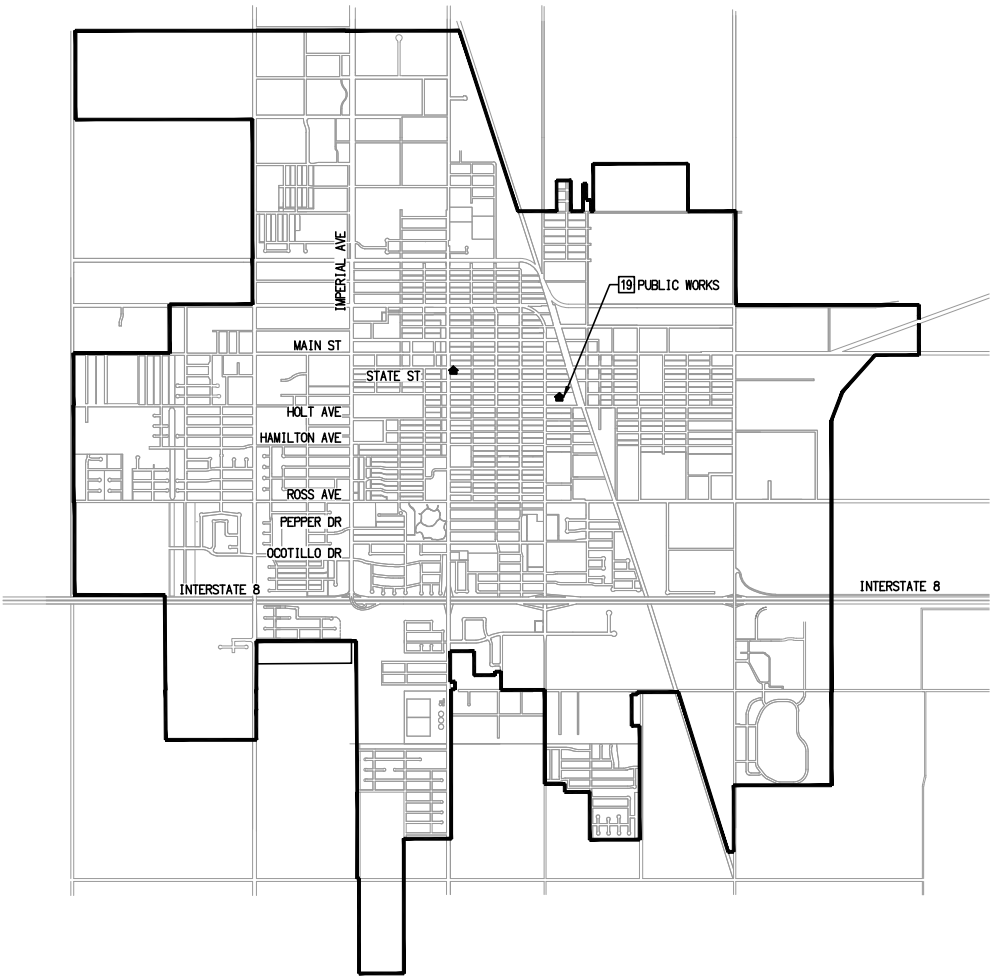


STATE ST SDLC DETECTOR ASSIGNMENT *							
BIU	SDLC	PHASE	FUNCTION	BIU	SDLC	PHASE	FUNCTION
1	1	#5	PRESENCE (VIDEO)	3	33	#1	PRESENCE (VIDEO)
	2	#5	NOT IN USE		34	#1	NOT IN USE
	3	#5	NOT IN USE		35	#1	NOT IN USE
	4	#5	NOT IN USE		36	#1	NOT IN USE
	5	#5	NOT IN USE		37	#1	NOT IN USE
	6	#2	CALL + EXT (RADAR)		38	#6	CALL + EXT (RADAR)
	7	#2	CALL + EXT (RADAR)		39	#6	CALL + EXT (RADAR)
	8	#2	PRESENCE (VIDEO)		40	#6	PRESENCE (VIDEO)
	9	#2	PRESENCE (VIDEO)		41	#6	PRESENCE (VIDEO)
	10	#2	PRESENCE (VIDEO)		42	#6	PRESENCE (VIDEO)
	11	#2	NOT IN USE		43	#6	NOT IN USE
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	13	#2	NOT IN USE		45	#6	NOT IN USE
	14	#2	NOT IN USE		46	#6	NOT IN USE
	15	#2	NOT IN USE		47	#6	NOT IN USE
	16	#2	NOT IN USE		48	#6	NOT IN USE
2	17	#7	PRESENCE (VIDEO)	4	49	#3	NOT IN USE
	18	#7	PRESENCE (VIDEO)		50	#3	NOT IN USE
	19	#7	PRESENCE (VIDEO)		51	#3	NOT IN USE
	20	#7	NOT IN USE		52	#3	NOT IN USE
	21	#7	NOT IN USE		53	#3	NOT IN USE
	22	#4	NOT IN USE		54	#8	PRESENCE (VIDEO)
	23	#4	NOT IN USE		55	#8	PRESENCE (VIDEO)
	24	#4	NOT IN USE		56	#8	CALL + EXT (RADAR)
	25	#4	NOT IN USE		57	#8	PRESENCE (VIDEO)
	26	#4	NOT IN USE		58	#8	NOT IN USE
	27	#4	NOT IN USE		59	#8	NOT IN USE
	28	#4	NOT IN USE		60	#8	NOT IN USE
	29	#4	NOT IN USE		61	#8	NOT IN USE
	30	#4	NOT IN USE		62	#8	NOT IN USE
	31	#4	NOT IN USE		63	#8	NOT IN USE
	32	#4	NOT IN USE		64	#8	NOT IN USE

* ADJUST DETECTION ZONES AS NECESSARY TO ACHIEVE OPERATION.

MAIN ST SDLC DETECTOR ASSIGNMENT *							
BIU	SDLC	PHASE	FUNCTION	BIU	SDLC	PHASE	FUNCTION
1	1	#5	PRESENCE (VIDEO)	3	33	#1	PRESENCE (VIDEO)
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	5	#5	NOT IN USE		37	#1	NOT IN USE
	6	#2	CALL + EXT (RADAR)		38	#6	CALL + EXT (RADAR)
	7	#2	CALL + EXT (RADAR)		39	#6	CALL + EXT (RADAR)
	8	#2	PRESENCE (VIDEO)		40	#6	PRESENCE (VIDEO)
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	10	#2	PRESENCE (VIDEO)		42	#6	PRESENCE (VIDEO)
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* ADJUST DETECTION ZONES AS NECESSARY TO ACHIEVE OPERATION.

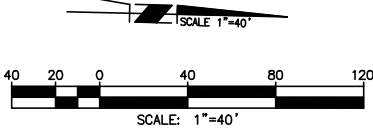


CONSTRUCTION NOTES (ADDITIVE ALTERNATE A)

- 15 EXISTING VIDEO DETECTION EQUIPMENT IN CABINET.
- 16 FURNISH AND INSTALL ITERIS RACK MOUNT VANTAGE NEXT VIDEO DETECTION SYSTEM WITH SURGE PANEL AND (2) NEW DVP CARDS PER MANUFACTURER'S SPECIFICATIONS. VANTAGE NEXT SHALL BE CONNECTED TO CONTROLLER VIA SDLC. SDLC AND TO SWITCH VIA PATCH CABLES. SETUP DETECTION FOR INTENDED OPERATION. CONFIGURE VIDEO AND DATA SOURCE FOR REMOTE MONITORING AT THE PW TMC.
- 17 EXISTING CAMERA AND CABLE BACK TO CABINET.
- 18 FURNISH AND INSTALL ITERIS VANTAGE VECTOR HYBRID DETECTION SENSOR AND MOUNTING PER MANUFACTURER'S SPECIFICATIONS. PRECISE CAMERA LOCATIONS SHOWN ON THESE PLANS ARE TO ILLUSTRATE DESIGN INTENT ONLY AND ARE SUBJECT TO ADJUSTMENT. SENSOR SHALL BE LOCATED ON TRAFFIC SIGNAL MAST ARM UNLESS OTHERWISE SPECIFIED BY THE CITY TRAFFIC ENGINEER, INSPECTOR, OR ITERIS REPRESENTATIVE. PROVIDE VIDEO DETECTION ZONES AS SHOWN ON PLAN.

CONSTRUCTION NOTES (ADDITIVE ALTERNATE B)

- 19 CONTRACTOR SHALL FURNISH AND INSTALL MYCITY TMS SERVER WITHIN PUBLIC WORKS BUILDING.



APPROVED BY CITY OF EL CENTRO:

ABRAHAM CAMPOS, P.E. No. 70281
CITY ENGINEER / PUBLIC WORKS DIRECTOR

9/15/25
DATE



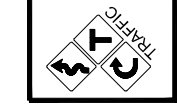
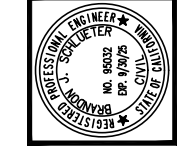
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SHEET CONTENT: TRAFFIC SIGNAL MODIFICATION
APPROVED BY: ABRAHAM CAMPOS, P.E. DATE: 9/15/25
PUBLIC WORKS DIRECTOR/CITY ENGINEER

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SHEET 10
10 OF 10 SHEETS

PREPARED UNDER THE DIRECT SUPERVISION OF:
Brandon J. Schluter
BRANDON J. SCHLUTER, P.E.
PROJECT MANAGER
6/6/2025
DATE
5973 AVENIDA ENCINAS, SUITE 218
CARLSBAD, CA 92008
PHONE: 760-602-4290
WWW.STCTRAFFIC.COM





IMPERIAL AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

In the City of El Centro

Federal Project No. CML-5169(058)

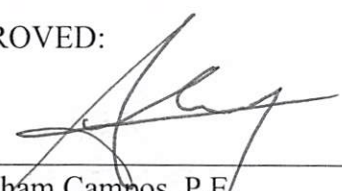
Bid Proposal, Contract Documents and Specifications

Volume I of II

For use in conjunction with "Standard Specification for Public Works Construction," 2024 Edition, together with subsequent annual supplements as published by Building News, Inc. and the 2018 version of the CalTrans specifications, as amended.



APPROVED:


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

CITY OF EL CENTRO
STATE OF CALIFORNIA

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CITY OF EL CENTRO

INVITATION FOR

BIDS

FEDERAL PROJECT NO. CML-5169(058) IMPERIAL AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

1. GENERAL INFORMATION

The City of El Centro is inviting bids for the IMPERIAL AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

2. SCOPE OF WORK

This project involves installing new equipment, and software to provide traffic signal upgrades in order for six (6) existing signal lights located along Imperial Ave. at Ocotillo Dr., Pepper Dr, Ross Ave., Hamilton Ave, State St., and Main St.; and one (1) HAWK signal located at the intersection of Imperial Ave and Holt Ave. to have synchronization capabilities. The six (6) existing signal lights located along Imperial Ave. at Ocotillo Dr., Pepper Dr, Ross Ave., Hamilton Ave, State St., and Main St.; and one (1) HAWK signal located at the intersection of Imperial Ave and Holt Ave. shall all be interconnected with fiber optic. The Imperial Ave. & Main St. signalized intersection is equipped with a transmitter to communicate with the existing master computer at the City of El Centro Public Works Yard.

3. PROJECT SCHEDULE

To be completed within ninety (90) working days after approval of contract.

4. PROPOSAL REQUIREMENTS

SEALED PROPOSAL will be accepted at the Office of the City Clerk, City Hall, 1275 Main Street, El Centro, California until 2:00 p.m. on February 05, 2026, at which time all proposals will be publicly opened and read aloud.

A summary of the bids will be presented to the City Council at their meeting of Tuesday, March 3rd, 2026 at 6:00 p.m. in the City Council Chambers, 1275 Main Street, El Centro, California

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. NO BID WILL BE ACCEPTED VIA EMAIL OR FAX.

Copies of plans and specifications may be obtained through Planetbids by visiting www.cityofelcentro.org and selecting Bids&Proposals > Public Works (Planet Bids) from the "DOING BUSINESS" drop down menu or by visiting <https://pbsystem.planetbids.com/portal/41180/portal-home>

No bid will be received unless it is made on the prescribed bid form furnished by the Director of Public Works. Each bid must be accompanied by a guaranty of cash, certified check, and cashier check or bidders'

bond made payable to the City of El Centro for an amount equal to at least ten percent (10%) of the bid. Such guaranty shall be forfeited should the bidder to whom the contract is awarded fails to enter the contract. All guaranties are to be returned after the contract is awarded.

The bid may be considered incomplete and be disqualified if any of the following information is not provided.

DOCUMENT	Pg.	DOCUMENT	Pg.
Bid Form	85	Bid Agreement	102
Bidder's List of Subcontractors	89	Bidder's Bond	104
Equal Employment Opportunity Certification	91	This Sheet Intentionally Left Blank	106
Public Contract Code Section 10285.1 Statement	92	This Sheet Intentionally Left Blank	108
Public Contract Code Section 10162 Questionnaire	93	This Sheet Intentionally Left Blank	111
Public Contract Code Section 10232 Statement	94	Workers' Compensation Certificate	144
Noncollusion Affidavit	95	Drug/Alcohol Testing Requirements	145
Debarment and Suspension certification	97	Corporate Certification Partnering Information	146
Nonlobbying Certification	98	Contractor Certification for license classification	147
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1. On the bid form(s), the unit price items and total contract price must be written in words and figures. The words and figures shall appear on the blank spaces provided.
2. Subcontractor's Listing shall be completed. If no subcontractor will be used, indicate with an "X" mark on the space provided for "No" subcontractor.

MANDATORY PRE-BID MEETING: Bidders are required to attend a pre-bid meeting which will be conducted by the City of El Centro Project Engineer at 10:00.a.m. on January 15, 2026. The meeting will be held at the City of El Centro, Economic Development Building Conference Room A located at 1249 Main St. in El Centro, CA. 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: Technical questions should be directed to: Felix De Leon, Principal Engineer at (760) 337-5182 or f_deleon@cityofelcentro.org via the Planet Bids Q&A section. All questions must be submitted through planet bids. No question submitted directly will be answered. Any response will be in a written addendum. All questions must be submitted 14 calendar days before bid closing. It is the responsibility of the bidder to check for addendum.

LICENSE REQUIREMENTS: The contractor shall possess a Class A license at the time this contract is awarded and at all times during performance and be registered with the Department of Industrial Relations. See also the provisions of the General Conditions.

Bids are required for the entire work described herein. A partial bid shall be rejected.

The successful bidder shall furnish a payment bond and a performance bond.

THIS PROJECT IS SUBJECT TO THE “BUY AMERICA” PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code §12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

Pursuant to Labor Code §1773, the general prevailing wage rates in the county, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of El Centro address and available from the California Department of Industrial Relations’ Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The applicable Federal minimum wage rates as predetermined by the United States Secretary of Labor are available in the City of El Centro’s website under the section dedicated to this project which is found at <http://www.cityofelcentro.org/rfps.html>. In addition, a copy may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Revisions to the applicable Federal Wage Rates, up to ten (10) days before bid opening, will be identified by the issuance of an addendum with the corresponding Internet Website address of where the revisions can be found. The final contract documents signed by the local agency and the contractor, will physically include the Federal Wage Rates, or the Federal Wage Rates as revised by addendums, if any such addendums have been issued. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. Attention is directed to the Federal minimum wage rate requirements in the Contract Documents. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes “helper” (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (“DOT”) provides a toll-free hotline service to report bid rigging activities. Bid rigging activities can be reported Monday through Friday, between 8:00 a.m. and 5:00 p.m., Eastern Standard Time at 800/424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report these activities. The hotline is part of DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

All bids are to be compared on the basis of the Director of Public Works estimate of the quantities of work to be done. A bid will only be accepted from a Contractor who is licensed in accordance with the provisions of Business and Professions Code §§7000 *et seq.* as amended.

If bidder is a corporate entity and is awarded the contract, prior to execution of the contract, Contractor shall submit satisfactory, documentary proof that the person(s) executing said contract on the behalf of said corporation has authority to do so.

Contractor and Subcontractor Registration with State 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.

CITY’S RIGHT RESERVED: The City reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the City.

DATE: _____

CITY OF EL CENTRO, CALIFORNIA

Norma Wyles, City Clerk

END OF INVITATIONS FOR BIDS

BID REQUIREMENTS

1. Examination of Plans, Specifications, Special Provisions and Site of Work: The bidder is required to examine carefully the site of work contemplated and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished and as to the requirements of the specifications, special provisions and the contract. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examination.
2. Bid Form: All bids must be made on the bid forms to be obtained from the Engineering Department at 1275 Main Street, El Centro, California. All bids must give the prices proposed both in writing and figures and must be signed by the bidder with bidders' business address.

If the bid is made by an individual, the individual's name and post office address must be shown. If made by a firm or partnership, then the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, then the bid must show the name of the State under the laws of which the corporation is chartered and the name, titles and business addresses of the President, Secretary and Treasurer. A certification by the legal representative of the firm must be included in the bid.

3. Rejection of Bid Containing Alterations, Erasures or Irregularities: Bids may be rejected if they show any alterations of form additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.
4. The Bid may be withdrawn upon request by the bidder without prejudice prior to, but not after the time fixed for opening of bids provided that the request is in writing, has been executed by the bidder or the bidders duly authorized representative and is filed with the City Clerk.
 - 4.1 Omissions and Discrepancies: If the bidder finds discrepancies in or omissions on the drawings, or other contract documents or if bidder is in doubt as to their meaning, the bidder should at once notify the Director of Public Works who may send a written instruction to all bidders.
 - 4.2 Interpretations and Addenda: No oral interpretations shall be made to any bidders as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the Director of Public Works.
 - 4.3 The City of El Centro reserves the right to reject any or all bids.
5. Bidder's Guaranty: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond made payable to the City of El Centro for an amount equal to at least ten percent (10%) of the amount of

said bid, and no bid shall be considered unless such cash, cashier's check, certified check or bidder's bond is enclosed therewith.

- 5.1 Return of Bid Guaranty: Within ten (10) days after the award of the contract, the City Council will return the bid guaranties accompanying the bids, which are not to be considered in making the award. All other bid guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompany.
- 5.2 Execution of Contract: The contract and contract documents shall be signed by the successful bidder and returned together with the contract bonds, within ten (10) days, not including Sundays, after the bidder has received notice the contract has been awarded. No bid shall be considered binding upon the City until the execution of the contract. Failure to execute the contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.
- 5.3 Sureties: The successful bidder shall also promptly secure with a responsible corporate surety or corporate sureties' satisfactory bonds conditioned upon faithful performance by the said bidder of all the requirements under the contract and upon the payment of claims of any material men and laborers thereunder. Such bonds shall be in the form set out in

6. Award of Contract: The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose bid complies with all the requirements prescribed. The lowest bid shall be the lowest total of the bid prices on the base contract. The award, if made, will be made within sixty (60) calendar days after the opening of the bids. All bids will be compared on the basis of the Director of Public Works estimate of quantities of work to be done.
7. Projects financed in whole or in part with State or Federal funds shall be subject to inspection at all times by the Director of Public Works or his agents.
8. Removal of Defective and Unauthorized Work: All work which is defective in its construction or deficient in any of the requirements of these specifications, special provisions or plans shall be remedied or removed and replaced by the contractor in an acceptable manner and no compensation will be allowed for such correction. Any work done beyond the lines and grades shown on the plans or established by the Director of Public Works, or any extra work done without written authority will be considered as unauthorized and will not be paid for.
9. Upon failure on the part of the contractor to comply with any order of the Director of Public Works made under these provisions, the Director of Public Works shall be the authority to cause defective work to be removed and to deduct the costs thereof from any monies due or to become due to the contractor.

10. Final Inspection: Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final clean up performed, the Director of Public Works will make the final inspection at the site.
11. Amount of Bonds: The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the contract price.

The bond for material men and laborers shall be in an amount equal to not less than one hundred percent (100%) of the contract price. Form of bond required maybe examined at the office of the Director of Public Works; copies will be furnished, if desired, to prospective bidders.

Payment and performance Bonds shall be executed by a California Admitted Surety insurer with a minimum Best's Insurance Guide rating of A+, Class VII.

Whenever any surety or sureties on any such bond, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient or the City Council has cause to believe such surety or sureties have become insufficient, a demand in writing may be made of the contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the contractor or any assignee of the contractor until such further bond or bonds or additional surety has been furnished.

12. Compliance with Laws and Regulations: No bid for work will be accepted from a Contractor who is not licensed in accordance with the law under the provisions Business and Professions Code §§7000 *et seq.*, as amended. The contractor awarded the contract shall also submit the contractor's Certification of Qualifications for License Classification contained in these contract documents along with the submission of the executed contract and acceptable sureties. All bids submitted and all contracts awarded hereunder must be submitted, filed, made and executed in accordance with all applicable laws of the State of California and of the United States of America which relate to bids and contracts of the nature referred to herein, whether such laws are expressly referred to herein or not.
13. MINIMUM WAGES: Pursuant to Federal Decision AG 3295 and in accordance with the provisions of Labor Code §§1770 through 1781, the City Council of the City of El Centro has adopted the latest publication of the General Prevailing Wage Rates entitled "State of California, Department of Transportation, Equipment Rental Rates and General Prevailing Wage Rates."

14. BID PROTEST PROVISIONS:

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. 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.

- 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 particular specification or requirement is impractical, unduly restrictive, or ambiguous may advise the AGENCY 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, will review the protest and any supporting material and conduct an investigation of the facts. That City representative 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 or designee shall issue a final written decision regarding any solicitation protest to each Bidder prior to opening of bids. 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, including no protest of an award.

B. Protest of Award

(1) Contents and Requirements

Following the opening of the Bids, but before formal award of the bid, any Bidder may protest City's proposed award of the Contract by submitting a written protest to Office of the City Clerk, 1275 W. Main Street, El Centro CA, 92243, attention Public Works Director or designee ("Public Works Director"), no later than close of business on the fifth business day after the opening of the bids. That protest must be submitted in a timely manner, signed by the protesting Bidder, and 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 requested.

The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other bidding parties.

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.

(2) Evaluation and Determination

The protested bidder may file responsive statements to the protest within three (3) business days after the receipt of the protest. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to 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 or designee, shall issue 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

Award 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 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 do the following
 - (a) reject all bids and determine not to proceed with the project at that time;
 - (b) reject all bids and issue a new solicitation;
 - (c) make a new selection/award recommendation to the next lowest qualified bidder; or
 - (d) 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.

15. LIQUIDATED DAMAGES:

Provisions for liquidated damages, if any, are set out in the Agreement.

16. Workers' Compensation Requirement:

The Bidder must be aware that in accordance with California Labor Code Section 3700, if awarded the contract, the bidder must secure the payment of compensation to its employees and execute the Workers' Compensation Certification in the form included in the bid documents, or execute a statement that the bidder has no employees.

END OF BID REQUIREMENTS

GENERAL CONDITIONS

1-01 DEFINITIONS

- (a) The word “City” shall mean the City of EL Centro, California.
- (b) The term “City Council” shall mean the City Council of the City of El Centro.
- (c) The word “Contractor” shall mean the party of the second part entering into the contract with the City for the performance of work required by these specifications, and legal representatives of said party, or agent appointed to act for said party in the performance of the work. Said party is referred to throughout the contract documents as if of the singular number and the masculine gender.
- (d) The term “Director of Public Works” shall mean the City’s Director of Public Works/City Engineer, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

1-02 CONTRACT DOCUMENTS

The Notice of Inviting Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings, together with the Agreement, constitute the Contract. These Contract documents are complimentary, and what is called for in any one shall be as binding as if called for in all. The intention of the documents is to require a complete and finished piece of work. The Contractor at his sole cost and expense shall perform all labor and services and shall furnish all materials, tools, equipment, and facilities necessary for the proper execution of the work, with the exception of such items as are definitely set forth in the specifications or the drawings to be furnished by the City. Anything shown in the drawings and not in the specifications or in the specifications and not in the drawings shall be performed by the Contractor as though shown in both the drawings and the specifications.

1-03 AUTHORITY OF THE DIRECTOR OF PUBLIC WORKS

The Director of Public Works shall give all orders and directions contemplated under the contract; shall determine the adequacy of the Contractor's methods, plans, and appurtenances; shall determine in all cases the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for; shall determine all questions in relation to said work and the construction thereof; and shall decide in all cases every question, which may arise relative to the fulfillment of this contract on the part of the Contractor. Should any discrepancy appear or any misunderstandings arise as to the import of anything contained in the specifications or drawings, the matter shall be referred to the Director of Public Works, who shall decide the same in accordance with the true intent and meaning as construed by him, and his decision shall be binding on the Contractor. Any differences or conflicts which may arise between the Contractor and other contractors of the City in regard to their work shall be adjusted and determined by the Director of Public Works.

1-04 ACCESS TO WORK

The Director of Public Works, his assistants, inspectors, agents, and other employees shall at all

times and for any purposes have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore.

1-05 LINES AND GRADES

All distances and measurements are given and will be made in horizontal plane. Grades are given from the top stakes, or nails, unless otherwise noted on the plans.

Three (3) consecutive points shown in the same rate of slope must be used in common, in order to detect any variation from a straight grade, and in case any such discrepancy exists, it must be reported to the Director of Public Works. If such a discrepancy is not reported to the Director of Public Works, the Contractor shall be responsible for any error in the finished work.

The Contractor will preserve all stakes and points set for lines, grades or measurements of the work in their proper places until authorized to remove them by the Director of Public Works. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

1-06 CONCRETE FORMS, FALSEWORK, AND SHORING

The Contractor shall comply fully with the requirements of Section 1717 of the construction Safety Orders, State of California, Department of Industrial Relations, regarding the design of concrete forms, falsework and shoring, and the inspection of same prior to placement of concrete. Where the said Section 1717 requires the services of a civil engineer registered in the State of California to approve design calculations and working drawings of the falsework or shoring system, or to inspect such system prior to placement of concrete, the Contractor shall employ a registered civil engineer for these purposes, and all costs therefore shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents.

1-07 REMOVAL, RELOCATION, OR PROTECTION TO EXISTING UTILITIES

- (a) In accordance with the provisions of Government Code §4215, any contract to which a public agency as defined in Government Code §4401 is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids. The agency will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work.
- (b) The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the city of the utility to provide for removal or relocation of such utility facilities.

- (c) Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunklines in the plans and specifications.
- (d) If the Contractor while performing the contract discovers utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing.
- (e) The public utility, where they are the city, shall have the sole discretion to perform such repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

1-08 LEGAL ADDRESS OF CONTRACTOR

The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above-named place of any notice, letters, or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Director of Public Works.

1-09 CONTRACTOR LICENSE REQUIREMENTS

In accordance with Business and Professions Code §7028.15, a licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, and the license expiration date is stated. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

1-10 CONTRACTOR'S RESPONSIBILITIES

- (a) The Contractor shall be responsible for safe, efficient, and adequate methods and equipment during the progress of the work so as to secure the safety of the workers, the quality of work required and the agreed-upon rate of progress.
- (b) The Contractor shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties, which may be encountered, on account of the weather, floods, or other causes.
- (c) The Contractor shall assume the defense of and indemnify and save harmless the City and its officers and agents from all claims of any kind arising from his own negligence or that of his agents in the performance of the contract.

- (d) The Contractor shall be responsible for any materials furnished him and for the care of all work until its completion and final acceptance, and he shall at his own expense replace damaged or lost material and repair damaged parts of the work, or the same may be done at his expense by the City.
- (e) During the progress of the work the Contractor shall keep the premises occupied by him in a neat and clean condition, and free from any unsightly accumulation of rubbish, unused material, concrete forms, and other equipment and materials belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the City at the expense of the Contractor.
- (f) Traffic Control. The Contractor shall be responsible for maintaining traffic control at all times under the guidelines of the California Manual on Uniform Traffic Control Devices ("California MUTCD"). Contractor shall submit two (2) traffic control plans in a minimum of **two (2) business weeks** for pre-approval by the Director of Public Works before starting construction work.

1-11 CONTRACTOR TO FURNISH INFORMATION

- (a) Before proceeding with the erection of the construction plant, and other temporary structures, the Contractor shall furnish the Director of Public Works with information and drawings of all such structures as may be required.
- (b) Drawings and prints in such detail as may be required, or articles, machinery, or fabricated materials entering into permanent construction which are by these specifications required to be furnished by the Contractor and of which detailed drawings are not furnished by the City shall be submitted by the Contractor for approval and shall become the property of the City. Such approval shall not, however, operate to waive or modify any provision or requirement contained in these specifications.

1-12 EXAMINATION OF WORK

Bidders must examine the location, physical conditions and surrounding of the proposed work and judge for themselves the nature of the excavations to be made and the work to be done.

The Contract documents for the work show conditions as they are supposed or believed by the Director of Public Works to exist, but it is not intended or to be inferred that the conditions as shown therein constitute a representation or warranty, express or implied, by the City or any of its officers or employees, that such conditions are actually existent, nor shall the Contractor be relieved of the liability under his contract, nor shall the City or any of its officers or employees be liable for any loss sustained by the Contractor as a result of any variance between conditions shown in the Contract Documents and the actual conditions revealed during the progress of the work or otherwise.

1-13 PLANS AND DRAWINGS

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Director of Public Works, except by direction of the Director of Public Works.

Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Director of Public Works and authorized in writing.

Working drawings or plans for any structure not included in the plans furnished by the Director of Public Works shall be approved by the Director of Public Works before any work involving these plans shall be performed, unless approval is waived in writing by the Director of Public Works.

It is mutually agreed, however, that approval by the Director of Public Works of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall conform to the approved plans and specifications.

1-14 PERSONAL ATTENTION

The Contractor shall give his personal attention constantly to the faithful prosecution of the work, and shall be present, either in person or by a duly authorized and competent representative, on the site of the work, continually during its progress, to receive directions or instructions from the Director of Public Works. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Director of Public Works, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular part of the work in reference to which orders are given.

1-15 PROTESTS AFTER AWARD OF CONTRACT

If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or if he considers any order or ruling of the Director of Public Works or of any inspector to be unfair, he shall immediately upon such work being demanded or such order or ruling being made, ask for written instructions or decision, whereupon he shall proceed without delay to perform the work or conform to the order or ruling; but unless the Contractor finds such instructions or decision satisfactory, he shall, within ten (10) days after receipt of same, file a written protest with the Director of Public Works, stating clearly and in detail his objections and the reason therefore. Except for such grounds of protest or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all grounds for protests or objections to the orders, ruling, instructions or decisions of the Director of Public Works, and hereby agrees that as to all matters not included in such protests the orders, instructions and decisions of the Director of Public Works shall be final and conclusive.

1-16 RIGHT-OF-WAY

The right-of-way for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of the right-of-way, unless otherwise provided in the special conditions.

1-17 TIME AND ORDER OF WORK

- (a) The Contractor shall at all times employ such force, plant, materials and tools as will be sufficient, in the opinion of the Director of Public Works, to complete the work or any separable portions thereof in accordance with a progress schedule and within the time limit fixed by the contract. If the Contractor should fail to employ sufficient force, plant, materials and tools or to maintain adequate progress he may, after such failure, be required to increase his progress at any point or points or to modify his plans and procedures in such manners and to such extent as the Director of Public Works may direct, any extension of such shall not relieve the Contractor from the necessity of maintaining the required progress. In case of an extension by the Director of Public Works of the time for the completion of the contract, as hereinafter provided a revised schedule of progress may be prescribed in accordance with such extension of time.
- (b) The time in which the various portions and the whole of the contract are to be performed and the work is to be completed is of the essence of the contract.

1-18 ASSIGNMENT FORBIDDEN

The Contractor shall not assign, transfer, convey, or otherwise dispose of this contract, or of his right, title or interest in or to the same or any part thereof, without the previous consent in writing of the Director of Public Works and he shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the contract unless by and with the like consent signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey or otherwise dispose of the contract or of his right, title or interest therein, or of any of the monies to become due under the contract, to any other person, company or other corporation, then the contract may, at the option of the City, be terminated and revoked, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to his assignee or transferee.

No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the contract, or any part thereof, or by reason of the assignment of any monies to become due hereunder, unless authorized as aforesaid by the written consent of the Director of Public Works.

1-19 SUBLETTING

The Contractor shall give his personal attention of the fulfillment of the contract and shall keep the work under his control. Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications. Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Director of Public Works, the subcontractor shall be removed immediately on the recommendation of the Director of Public Works and shall not again be employed on the work.

1-20 SUSPENSION OF CONTRACT

- (a) If the work to be done under the contract shall be abandoned by the Contractor, or if the Contractor shall make a general assignment for the benefit of his creditors or be adjudicated a bankrupt, or if a receiver of his property or business is appointed by a court of competent jurisdiction, or if this contract shall be assigned by him otherwise than hereinbefore specified, or if at any time the Director of Public Works shall be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or covenants of the contract, or of the specifications, or is executing the same in bad faith or not in the time named in the contract for its completion, or within the time to which the completion of the contract may have been extended as hereinbefore provided, the Director of Public Works, acting on behalf of the City, may, by written notice, instruct the Contractor to discontinue all work or any part thereof under this contract.
- (b) When such written notice is served upon the Contractor as provided in Section 1-20, he shall immediately discontinue the work or such part thereof as is covered by the notice and shall not resume the same except by written instructions from the Director of Public Works. In any such case, the City may take charge of the work and complete it by a new contract or by force account. In so doing, the City may take possession of and use any of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purposes of his work. The City may procure other materials and provide labor for the completion of same, or contract therefore and charge the expense of completion by either method to the Contractor. These charges shall be deducted from such monies as may be due or may at any time hereafter become due the Contractor under and by virtue of this contract or any part thereof. In case such expense shall exceed the amount which would have been due the Contractor under the contract if the same had been completed by him, he shall pay the amount of such excess to the City; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall have no claim to the difference except to such extent as may be necessary, in the opinion of the Director of Public Works, to reimburse the Contractor or the Contractor's sureties for any expense, properly incurred for plant, equipment, materials, supplies and labor devoted to the prosecution of the work of which the City shall have received the benefit and which shall not have been otherwise paid for by the City. In computing such expense so far as it shall be deducted from the depreciated value thereof at the time taken over by the City and the difference shall be considered as an expense. Evidence of such expense satisfactory to the Director of Public Works, shall be required, and all necessary estimates and appraisements shall be made by him.

When any particular part of the work is being carried on for the City by contract or otherwise, under the provisions of this section, the Contractor shall continue the remainder of the work in conformity with the terms of his contract, and in such manner as in nowise to hinder or interfere with the persons or workers employed, as above provided, by the City, by contract or otherwise to do any part of the work or to complete the same under the provisions of this section.

1-21 SUSPENSION OF WORK – EXTENSION OF TIME – NO EXTRA COMPENSATION

- (a) The Director of Public Works shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Director of Public Works.
- (b) Applications for extension of time must be made promptly in writing, stating cause. No delay shall be made the basis in any application for extension of time, unless such delay and the cause thereof shall have been called to the attention of the Director of Public Works in writing within the ten (10) days from the beginning of such delay. Applications for extension of time shall be addressed to the Director of Public Works.
- (c) Permitting the Contractor to continue and finish the work, or any part of it, after the date to which the time fixed for its completion may have been extended, shall in nowise operate as a waiver on the part of the City or any of its rights under this contract.
- (d) The Contractor shall receive no compensation on account of any suspension of the work either in whole or in part or for any delay or hindrance herein mentioned except as provided in the Detail Specifications or as otherwise required by law.

1-22 FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

- (a) The Contractor shall pay for each and every day, including Sundays and legal holidays that they shall be in default in completing the whole work to be done under this Contract, the sum named in the Special Provisions, which sum is by the execution of the Agreement mutually agreed upon as liquidated damages which the City will suffer by reason of such default. The City shall have the right to deduct the amount of such damages from any monies due or to become due the Contractor under this contract.
- (b) It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties and to deduct from the final payment for the work, all or any part, as it may deem proper of the actual cost of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.
- (c) The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by the acts of God

or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within ten (10) days from the beginning of any such delay notify the Director of Public Works in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive.

1-23 CHANGES

- (a) If either the Director of Public Works or the Contractor on account of conditions that develop during the progress of the work finds it impracticable to comply strictly with these specifications, the Director of Public Works may prescribe a modification of requirements of methods of work. For such purposes, the Director of Public Works may at any time during the life of the contract, by written order make such changes as he shall find necessary in the design, line, grade, form, location, dimensions, plan or material of any part of the work or equipment hereinafter specified, or in the quantity or character of the work or equipment to be furnished. If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with; provided, that if such changes or alterations render useless, any work already done or materials already furnished or used in the work, the Director of Public Works shall make reasonable allowance therefore, which action shall be binding upon both parties.
- (b) In the event of increasing or decreasing of work, 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, wherever such unit price has been established. In the event no prices are named in the contract to cover such changes or alteration, the cost of such changes shall be covered as hereinafter provided for extra work.
- (c) The City reserves the right to increase or decrease the quantity of any item or portion of work or to omit portions of the work as may be deemed necessary or expedient by the Director of Public Works.

1-24 EXTRA WORK

- (a) If during the performance of the contract, it shall, in the opinion of the Director of Public Works, become necessary or desirable for proper completion of the contract to order work done or materials or equipment furnished which in the opinion of the Director of Public Works are not susceptible of classification under the bid items, the Contractor shall do and perform such work and furnish such materials and equipment as extra work, as hereinafter provided. All extra work shall be ordered in writing before it is started. No extra work shall be paid for unless ordered in writing.
- (b) Extra work will ordinarily be paid for at a lump sum or unit price agreed upon in writing by the Director of Public Works and the Contractor before the extra work shall be ordered.

- (c) Whenever in the judgment of the Director of Public Works extra work or extra material, as the case may be, is not of like character to and is not susceptible of classification under the bid items of the contract as specified, and it is impracticable because of the nature of the work, or for any other reason to fix the price before the extra work order shall be issued, extra work and material, when furnished by the Contractor, shall be paid for at actual necessary cost of materials, supplies, labor (including foremen's wages), workers' compensation insurance, contributions made to the State as required by the provisions of the Unemployment Insurance Act, Chapter 352, Statutes of 1935, as amended, taxes paid to the Federal Government as required by The Social Security Act, approved August 14, 1935, as amended and the reasonable value of the use of equipment for the actual time it is used, all as determined by the Director of Public Works, plus fifteen percent (15%) to cover the following:

Profit
General Expenses
All insurance except workers' compensation insurance
Excise taxes
Property taxes
Bond premiums
License and inspection fees imposed by any governmental authority
Any and all other items of expense not specifically mentioned under subsection (c), herein

The Director of Public Works determination and certification of said actual necessary cost shall be binding and conclusive on the Contractor, and the Director of Public Works shall be deemed the arbiter to determine the cost of such work.

- (d) If any work or materials be ordered under this section on a cost-plus basis, the Contractor shall, at the times directed during the performing of the work or the furnishing of the materials, render to the Director of Public Works, written reports in prescribed form, showing all items that may enter into the cost, the quantity and the character of each such material, from whom purchased and the net amount paid or to be paid therefore, and such other information as directed. If required, the Contractor shall produce any books, vouchers, other records, or memoranda, which will assist the Director of Public Works in determining the true, necessary cost of the work and materials to be paid for.
- (e) Any extra work performed hereunder shall be subject to all the provisions of the contract and the Contractor's sureties shall be bound with reference thereto as under the original contract.

1-25 COST BREAKDOWN

Within ten (10) days after commencing work, the Contractor shall submit to the Director of Public Works a cost breakdown in duplicate of all unit and lump sum prices under the contract. The breakdown, as approved, may be used by the Director of Public Works to verify the fair value of the work for progress payments.

1-26 PROGRESS ESTIMATES

The Director of Public Works, shall on or about the fifth (5th) day of each calendar month, except as provided in Section 1-23, make in writing and certify to the City Clerk an estimate such as in his opinion shall be just and fair, of the amount and value of the work done by the Contractor and of the amount and value of all acceptable materials furnished and delivered by the Contractor to the site and not used up to that time in the performance of the contract. To the figure thus arrived at, shall be added any amounts due the Contractor for extra work and the amount of any approved claims for extra cost to the date of the progress estimate.

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

Such progress estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method or partly by the other, and it shall be sufficient if they are approximate only.

Pursuant to California Public Contract Code §22300, the Contractor has the option of substituting securities for any money that is withheld under this section.

1-27 RETAINAGE FROM MONTHLY PAYMENTS

Pursuant to Public Contract Code §22300, the Contractor may substitute securities for any money withheld by the City to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the City which provides that no portion of the securities shall be paid to the Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City will not certify that the Contract has been satisfactorily completed until at least thirty (30) days after filing by the City a Notice of Completion. Securities eligible for investment under Public Contract Code §22300 shall be limited to those listed in Government Code §16430 and to 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 City. A copy of Public Contract Code Section 22300 is attached to this bid document and is incorporated as if fully set forth herein.

1-28 PROGRESS ESTIMATES MAY BE WITHHELD

The progress estimates provided for in Section 1-26 hereof may at any time be withheld or reduced if, in the opinion of the Director of Public Works, the Contractor is not diligently and efficiently

endeavoring to comply with the intent of the contract, or if the Contractor shall fail to pay his labor and material bills as they become due.

1-29 PROGRESS PAYMENTS

- (a) Upon each progress estimate being made and certified in writing, the City shall, within fifteen (15) days after the date of such estimates, except as set forth in subsection (b) hereof, pay to the Contractor the amount stated in such estimates to be due the Contractor; provided, however, that the City may at all times reserve and retain from such progress payments, in addition to the retained percentage and other amounts above mentioned to be deducted in computing the progress estimated, any sum or sums which by the terms hereof, or of any law of the State of California, it is or may be authorized or required to reserve or retain; and provided further, that no progress estimate or progress payment shall constitute an acceptance of the work or any portion thereof. The percentage deducted as above set forth shall become due and payable with and as a part of the final payment to be made as hereinafter provided.
- (b) In the event the contract or any part thereof shall be suspended as provided in Section 1-20, the retained percentage as provided in Section 1-26, shall become the sole and absolute property of the City to the extent necessary to repay to the City any excess in the cost of the work above the contract price. After issuance of notice to discontinue work, no payments upon progress estimates or otherwise shall thereafter be made the Contractor for the work covered by said notice until completion of the work.

1-30 FINAL ESTIMATE AND PAYMENT

- (a) Whenever in the opinion of the Director of Public Works the Contractor shall have completely performed the contract on his part, the Director of Public Works will submit to the Contractor a written statement of the final quantities of contract items for inclusion in the final estimate. The Contractor will be expected to submit his written approval of said proposed final quantities within five (5) days of receipt of the Director of Public Works' statement, or in the event the Contractor disagrees with such written statement, shall within said period of five (5) days file a written statement of all claims, which he intends to present.
- (b) Upon receipt from the Contractor of written approval of the final quantities or such written statement of his claims, the Director of Public Works shall make in writing and certify to the City Clerk an estimate in which he shall state, from actual measurements, the whole amount of work done by the Contractor and also the value of such work under and according to the terms of the contract. **Within ten (10) days after the date of receipt of the aforesaid approval or statement of claims, the Director of Public Works shall cause to be filed, on behalf of the City, in the Office of the Imperial County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor.** On the expiration of thirty-five (35) days after the filing of such notice of completion of the work, the City shall pay to the Contractor the amount remaining after deducting from the amount of value stated in the first mentioned estimate all prior payments to the Contractor and all

amounts to be kept and retained under the provisions of the contract.

- (c) All prior estimates upon which partial payments have been made shall be subject to correction in the final estimate. The final estimate and payments made thereunder shall be final and conclusive upon the Contractor.

1-31 PUBLIC WORKS CONTRACTS: ASSIGNMENT TO AWARDING BODY

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professional Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

1-32 RECOVERY OF DAMAGES

The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

1-33 FINAL PAYMENT TERMINATES LIABILITY

The acceptance by the Contractor of the final payment aforesaid shall be a release to the City and its agents from all claim and liability to the Contractor for anything done or furnished for or relating to the work or for any act or neglect of the City or of any person relating to or affecting the work except the claim against the City for the remainder, if any, of the amount kept or retained as provided in Section 1-31.

1-34 NO PERSONAL LIABILITY

No agent of the City shall be personally responsible for any liability arising under the Contract. No claims shall be made or filed and neither the City nor any of its agents shall be liable for or held to pay any money, except as specifically provided in the contract.

1-35 MONIES MAY BE RETAINED

The City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expense, losses or damages as determined by the Director of Public Works incurred by the City for which the Contractor is liable under the contract.

1-36 UNPAID CLAIMS

If, at any time prior to the expiration of the period for service of a stop notice, there is served upon the City a stop notice as provided in Civil Code §§9350 *et seq.*, the City shall, until the discharge thereof, withhold from the monies under its control so much of said monies due or to become due to the Contractor under this Contract as shall be sufficient to answer the claim stated in such stop notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the Construction Manager shall, in its discretion, permit Contractor to file with the City the bond referred to in Civil Code §9364, said monies shall not thereafter be withheld on account of such stop notice.

1-37 ADDITIONAL SURETY

If during the continuance of the contract, any of the sureties upon the faithful performance bond in the opinion of the Director of Public Works are/or become insufficient, he may require additional sufficient sureties which the Contractor shall furnish, to the satisfaction of the Director of Public Works, within fifteen (15) days after notice and in default thereof the contract may be suspended and the work completed as provided in Section 1-20 hereof.

1-38 STATE WAGE DETERMINATIONS

- (a) As required by Labor Code §1770 *et seq.*, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.
- (b) Attention is directed to the Federal minimum wage rate requirements in the Contract Documents. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes “helper” (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.
- (c) In accordance with Labor Code §1775, the Contractor shall, as a penalty to the City, forfeit not more than two hundred dollars (\$200) for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for the work or craft in which the worker is employed for any public work done under the contract by him or her or by any subcontractor under him or her.

1-39 PAYMENT OF WAGES

The issuance as payment for wages of any evidence of indebtedness is prohibited unless the same is negotiable and payable on demand without discount. Wages must be paid at least semi-monthly on regular pay days established in advance, and shall include all amounts for labor or services performed by employees of every description as required under the provisions of the California Labor Code.

1-40 WORKING HOURS

The Contractor shall comply with all applicable provisions of Labor Code §§1810 to 1815, inclusive, relating to working hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and one-half (1.5) times the basic rate of pay.

1-41 OVERTIME - NO EXTRA COMPENSATION

Overtime work (i.e., work in excess of eight (8) hours in any one (1) calendar day or work performed on a Sunday or other legal holiday) shall not entitle the Contractor to any compensation for any contract item in addition to that set forth in the Contract for the kind of work performed even though such overtime or legal holiday work may be required under emergency conditions, and may be ordered by the Director of Public Works in writing. In case of extra work ordered by the Director of Public Works under the provisions of Section 1-24 hereof, no additional payment will be made to the Contractor because of the payment by him of overtime or legal holiday rates for such work, unless the use of overtime or legal holiday work in connection with such extra work is specifically ordered in writing by the Director of Public Works and then only to such extent as extra payment is regularly being made by the Contractor to his workers for overtime or legal holiday work of a similar nature in the same locality.

1-42 WORKERS' COMPENSATION

- a) In accordance with the provisions of Labor Code §3700, the Contractor shall secure the payment of compensation to his employees.
- b) Prior to beginning work under the Contract, the Contractor shall sign and file with the City the following certification:

“I am aware of the provisions of Section 3700 of the Labor Code which require 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 the Contract.”
- (d) Notwithstanding the foregoing provisions, before the Contract is executed on behalf of the City, a bidder to whom a contract has been awarded shall furnish satisfactory evidence that

it has secured in the manner required and provided by law the payment of workers' compensation.

1-43 CHARACTER OF WORKERS

None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the Director of Public Works, the Contractor or any subcontractor shall discharge any person who is in the opinion of the Director of Public Works, incompetent, unfaithful, disorderly or otherwise unsatisfactory and shall not again employ such discharged person on the work except with the consent of the Director of Public Works. Such discharge shall not be the basis of any claim for compensation or damage against the City or any of its officers.

1-44 PAYROLL RECORDS; RETENTION; INSPECTION; NONCOMPLIANCE PENALTIES; RULES AND REGULATIONS

- (a) In accordance with Labor Code §1776, the Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work on the following basis:
1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 2. A certified copy of all payroll records enumerated in paragraph 1-44(a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 3. A certified copy of all payroll records enumerated in paragraph 1-44(a) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph 1-44(a)(2) the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- (b) Each Contractor shall file a certified copy of the records, enumerated in paragraph 1-44(a) with the entity that requested the records within ten (10) days after receipt of a written request.
- (c) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship

Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

- (e) The Contractor shall inform the body awarding the contract of the location of the records enumerated under paragraph 1-44(a) including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.
- (f) In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respect the Contractor must comply with this Section. If non-compliance is still evident after the ten (10) day period, then the Contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

1-45 SAMPLES AND TESTS

At the option of the Director of Public Works, the source of supply of each of the materials shall be approved by the Director of Public Works before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the Director of Public Works.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests are prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Director of Public Works, without charge. No material shall be used until it has been approved by the Director of Public Works. Samples will be secured and tested whenever necessary to determine the quality of material.

1-46 INSPECTION

The Director of Public Works shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the Contractor varies the period, which work is carried on each day, he shall give due notice to the Director of Public Works, so that proper inspection may be provided. Any work done in the absence of the Director of Public Works will be subject to rejection. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed.

Defective work shall be made good and unsuitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Director of Public Works and accepted or estimated for payment.

1-47 DEFECTIVE WORK OR MATERIALS

- (a) If the work, or any part thereof, shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defects without compensation in a manner satisfactory to the Director of Public Works, and the cost of any excess material furnished by the City shall be borne by the Contractor.
- (b) All materials not conforming to the requirements of these specifications shall be considered as defective and all such material whether in place or not shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Director of Public Works. No rejected material, the defects of which have been subsequently corrected shall be used until approved in writing by the Director of Public Works.
- (c) Upon failure on the part of the Contractor to comply with any order of the Director of Public Works made under the provisions of this article, the Director of Public Works shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

1-48 USE OF COMPLETED PORTIONS

The City may at any time during progress of the work, after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the contract is not fully completed and notwithstanding the time for completion of the entire work or such portions which may not be expired. In case, the City shall issue certificates of acceptance for such portions of the work but such taking possession thereof shall not be deemed an acceptance of any other portion of the work, nor of any incomplete portions, nor of any work not completed in accordance with the contract documents.

1-49 PROPERTY RIGHTS IN MATERIALS

Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil or after payment has been made for the value of unused material delivered to the site of the work as provided for in Section 1-23 hereof. All such materials attached or affixed or unused shall become the property of the City.

1-50 TITLE TO MATERIALS FOUND ON THE WORK

The right to the use of all soil, stone, gravel, sand and all other materials and equipment developed or obtained in the excavation or other operations by the Contractor or any subcontractor or any of

their employees and the right to use and/or dispose of the same are hereby expressly reserved in the City and neither the Contractor, nor any subcontractor nor any of their employees shall have any right, title or interest in or to any part thereof nor shall they, nor any of them, assert or make any claim thereto. The Contractor shall be permitted to use in the work, without charge, any such materials, which meet the requirements of these specifications.

1-51 ENFORCEMENT OF ORDER

The Contractor shall be responsible for maintaining good order at the site where work is performed under this contract and to that end shall employ such watchmen or other persons as may be required. Unauthorized persons shall be excluded from the site of the work. The Contractor shall not sell, nor shall he permit or suffer the introduction or use of intoxicating liquors or narcotics upon the works embraced in these specifications or upon any of the grounds occupied or controlled by him in connection with such works.

1-52 PATENTS AND COPYRIGHTS

The Contractor shall hold and save the City, its officers, agents and employees harmless from liability of any nature and kind including costs and expenses for or on account of any copyrighted or un-copyrighted composition, secret process, patented or un patented invention, article or appliance manufactured, furnished or used by him in the performance of this contract, including their use by the City, unless otherwise specifically agreed upon in the contract.

1-53 LAWS AND REGULATIONS

- (a) The Contractor shall keep himself fully informed of all Federal and State laws, County and City ordinances and regulations which in any manner affect those engaged or employed on the work or the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to in relation to any such law, ordinance or regulation, he shall forthwith report the same in writing to the Director of Public Works. He shall, at all times, observe and comply with and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances and regulations in effect or which may become effective before completion of this contract. He shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance or regulation whether by himself or by his employees.
- (b) Except as otherwise explicitly provided elsewhere in these specifications, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at his own expense, and he shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.
- (c) All federal laws and regulations now imposed by competent authority and relating to any materials required to be furnished under these specifications and work required to be done hereunder shall be deemed to be and hereby are made controlling and part of these

specifications.

1-54 CULTURAL RESOURCES

The Contractor's attention is directed to the provisions of the Clean Water Grant Program Bulletin 76A which augments the National Historic Preservation Act of 1966 (16 U.S.C. 470) as specified under Section 01560, "Temporary Environmental Controls" of the General Requirements.

1-55 PROTECTION OF WORKERS IN TRENCH EXCAVATIONS

As required by Labor Code §6705 and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit for acceptance by the City or by a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City, the Construction Manager, the Design Consultant or any of their officers, agents, representatives, or employees.

1-56 TRAVEL AND SUBSISTENCE PAY

- a) As required by Labor Code §1773.1, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- b) To establish such travel and subsistence payments, the representative of any craft, classification or type of worker needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and subsistence payments whenever filed thirty (30) days prior to the call for bids.

1-57 SALES AND/OR USE TAXES

Except as may be otherwise provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

1-58 CONTRACTOR NOT RESPONSIBLE FOR DAMAGE RESULTING FROM CERTAIN ACTS OF GOD

As provided in Public Contract Code §7105, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work which damage is determined to have been proximately caused by an act of God, in excess of five (5%) percent of the contract amount, provided, that the work damaged was built in accordance with accepted and applicable building standards and the plans and specification of the City. The Contractor shall obtain insurance to indemnify the City for damages to the work caused by an act of God if the insurance premium as a separate bid item in the bidding schedule for the work. For purposes of this Section, the term “acts of God” shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

1-59 RESPONSIBILITY FOR DAMAGE

(a) Indemnity Agreement

In addition and complementary to any other indemnification provided in these bid documents, and except for the negligence or willful misconduct of an Indemnitee (as hereinafter defined), the Contractor hereby assumes liability for and shall defend (at Indemnitees’ option), indemnify, protect and hold harmless the City and its project consultants and engineers, officers, agents, and employees (“Indemnitees”) from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Indemnitees arising out of or encountered in connection with this Agreement or the performance of the work including, but not limited to, death of or bodily or personal injury to persons or damage to property, including property owned by or under the care and custody of the City, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of the Contractor, its officers, agents, employees or subcontractors including, but not limited to, liability arising from:

1. Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by the Contractor, its officers, agents, employees, or subcontractors;
2. Any operation conducted upon or any use or occupation of the premises by the Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this contract or otherwise;
3. Any act, omission or negligence of the Contractor, its officers, agents, employees, or subcontractors;
4. Any failure of the Contractor, its officers, agents or employees to comply with any of the terms or conditions of this contract or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; and
5. The conditions, operations, uses, occupations, acts, omissions or negligence

referred to in sub-subsections (1), (2), (3), and (4), existing or conducted upon or arising from the use or occupation by the Contractor on any other premises in the care, custody and control of the City.

The Contractor also shall indemnify the City and pay for all damage or loss suffered by the City including but not limited to damage to or loss of the City's property, to the extent not insured by the City and loss of the City's revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in sub-subsections (1), (2), (3), (4), and (5).

The Contractor's 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 the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the 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 the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

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

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

This Indemnity shall survive termination of the Agreement of Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other contract documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the City may, in its sole discretion, reserve, retain or apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurance of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

- (b) Insurance Requirements – see provisions of the Construction Agreement

(c) Additional Requirements

1. The Contractor agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by the Contractor, provide the same minimum insurance coverage required of the Contractor. The 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. The Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to the City for review.
2. The Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. The Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
3. The Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to the City. If the Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
4. 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 ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
5. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Agreement.
6. The Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform the Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
7. The Contractor will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or

terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until the City executes a written statement to that effect.

8. The Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the project contemplated by this Agreement to do likewise.
9. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. 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.
10. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
11. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two (2) years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by the City.
12. The Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge the City or the Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.

1-60 TRESPASS

The Contractor shall be responsible for all damage or injury, which may be caused on any property by trespass of the Contractor's employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the Contractor.

1-61 SAFETY, SANITARY AND MEDICAL REQUIREMENTS

The Contractor and his subcontractors, if any, and employees shall promptly and fully carry out the existing safety, sanitary and medical requirements as may from time to time be prescribed by the City or by County or State Health Departments to the end that proper work shall be done and

the safety and health of the employees and of the community may be observed and safeguarded. In case such regulations and orders are not observed by the Contractor they may be enforced by the Director of Public Works at the Contractor's expense.

1-62 PROTECTION AND CLEAN UP

The Contractor shall protect and care for all work until completion and acceptance thereof. Before the Contractor makes application for the acceptance of the work, all rubbish, excess earth and rock or surplus materials shall be removed leaving the site in a neat, orderly and presentable condition.

1-63 LABOR DISCRIMINATION

No discrimination shall be made in the employment of persons upon public works because of the race, color, religion, religious creed, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), genetic information, marital status, sex (which includes pregnancy, childbirth and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age or sexual orientation of such persons except as provided in Government Code §12940, and every contractor for public works violating Labor Code §1735 is subject to all penalties imposed for a violation of Chapter 1, of Part 7, of Division 2 of the California Labor Code.

1-64 APPRENTICES

The Contractor shall comply with all applicable provisions of Labor Code §1777.5 relating to employment of apprentices on public works.

Attention is directed to the provisions of Labor Code §§1777.5 and 1777.6 concerning the employment of apprentices by the Contractor or any subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices.

Information relative to Apprenticeship Standards Wage Schedules and other requirements may be obtained from the Director of Industrial Relations, Ex Officio the Administrator of Apprenticeship - San Francisco, California or from the Division of Apprenticeship Standards and its branch offices.

1-65 PRECONSTRUCTION CONFERENCE

Before the start of construction, the Director of Public Works will arrange to meet with the Contractor to discuss the requirements on such matters as project supervision, on-site inspections, progress, schedules and reports, payment(s) to Contractor(s), safety and other items pertinent to the project. At this conference, all parties should be prepared to discuss any anticipated problems.

1-66 SUBCONTRACTING LISTING

(a) Any person making a bid or offer to perform the work described in this Contract shall in

his bid or offer set forth:

1. The name and location of the place of business of each subcontractor who will perform work of labor or render service to the Contractor in or about the construction of the work or improvement or a subcontractor licensed by the State of California, who, under the subcontract to the Contractor, especially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (.005%) of the Contractor's total bid.
 2. The portion of the work which will be done by each such subcontractor under this Contract. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in his bid.
 3. The subcontractor DIR registration number.
- (b) No contractor whose bid is accepted shall, without the consent of the City, either:
1. Substitute any person as a subcontractor in place of the subcontractor designated in the original bid.
 2. Permit any subcontractor to be assigned or transferred or allow it to be performed by any other than the original subcontractor listed in the bid.
 3. Sublet or subcontract any portion of the work in excess of one-half of one percent (.005%) of the Contractor's bid as to which his original bid did not designate a subcontractor.
- (c) Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency or necessity, and then only after a finding reduced to writing as public record of the awarding authority setting forth the facts constituting such emergency or necessity.

1-67 PROHIBITING WORK BY CERTAIN CONTRACTORS

Pursuant to the provisions in Labor Code §§1777.1 and 1777.7, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>.

1-68 CERTAIN CLAIMS – SUBJECT TO THE PROVISIONS OF PUBLIC CONTRACT CODE SECTION 9204, ATTACHED AND INCORPORATED

END OF GENERAL CONDITIONS

SPECIFICATIONS

1.01 **STANDARD SPECIFICATIONS** Unless indicated otherwise, the work embraced herein shall be done in accordance with the appropriate provisions of construction details as shown in the specifications entitled "GREEN BOOK Standard Specifications for Public Works Construction," the latest edition, insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications and in accordance with the following provisions:

In case of conflict between the Standard Specifications and these General Conditions and Specifications, the General Conditions and Specifications shall take precedence over and be used in lieu of such conflicting portions.

1.02 **SCOPE OF WORK:**

This project involves installing new equipment, and software to provide traffic signal upgrades in order for six (6) existing signal lights located along Imperial Ave. at Ocotillo Dr., Pepper Dr, Ross Ave., Hamilton Ave, State St., and Main St.; and one (1) HAWK signal located at the intersection of Imperial Ave and Holt Ave. to have synchronization capabilities. The six (6) existing signal lights located along Imperial Ave. at Ocotillo Dr., Pepper Dr, Ross Ave., Hamilton Ave, State St., and Main St.; and one (1) HAWK signal located at the intersection of Imperial Ave and Holt Ave. shall all be interconnected with fiber optic. The Imperial Ave. & Main St. signalized intersection is equipped with a transmitter to communicate with the existing master computer at the City of El Centro Public Works Yard.

END OF SPECIFICATIONS

SPECIAL PROVISIONS

1.00 ORDER OF WORK

Prior to commencement of any work on the project, a preconstruction conference will be held at the City Engineer's Office for the purpose of review and discussion of progress schedule and construction procedures. At the discretion of the Engineer, periodic meetings involving project personnel (the Contractor, utility and others) will be held for the purpose of coordinating project activities.

The first order of work shall be to install the project signs and construction information signs ten (10) working days prior to the start of work.

The signal lights shall remain operating during the construction period. If construction requires the temporary placement of flashing red lights, the Contractor shall prepare a schedule and duration of the needed flashing red lights. The schedule and duration time shall be submitted to the City of El Centro, Maintenance Supervisor, Mark Limon.

If the signal lights require to be shut off, the Contractor shall provide traffic control flaggers during the period of shut-off, until the signal lights are operational or at a minimum on a flashing red status.

At least one (1) lane in each direction shall remain open at all times.

Attention is directed to "Traffic Control" of these Special Provisions.

Full compensation for conforming to these requirements will be considered included in the Contract lump sum (LS) price paid for the bid item TRAFFIC CONTROL.

1.02 STARTING AND COMPLETION OF WORK - The Contractor shall begin work within ten (10) working days after receiving "**Notice to Proceed**" from the City Council or City Attorney, and shall diligently prosecute the work to completion before the expiration of **ninety (90) working days** from the "date of beginning" as stated in the Notice to Proceed.

1.03 FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES - (See General Conditions 1-22). It is agreed by the parties of the contract that in case of all work called for under the contract is not completed before or upon the expiration of the time limits set forth in these Special Provisions, damage will be sustained by the City and that it will be impracticable to determine the actual damage by which the City will sustain in the event of and by reason of such delay and it is therefore agreed that the Contractor will pay to the City the sum of one thousand two hundred fifty dollars (\$1,250) per day for each and every day's delay beyond the time prescribed to complete the work.

2.00 TRAFFIC CONTROL REQUIREMENTS

The Contractor shall provide a Traffic Control Plan to the City for approval no later than fourteen (14) days prior to the scheduled commencement of work.

Comments and corrections shall be returned to the Contractor within five (5) working days. The Traffic Control Plan shall be submitted on 610 mm x 914 mm (24" x 36") blueprints, or minimum 11" x 17", and conform to the following requirements listed in this section.

The Traffic Control Plans as approved by the City shall be the minimum requirements for traffic control. The Traffic Control Plans do not preclude the Contractor from providing additional traffic control.

If the Contractor elects to modify the Traffic Control Plans, the Contractor shall submit the revised Traffic Control Plans that are consistent with latest edition of the California MUTCD, signed and stamped by a California Registered Professional Traffic or Civil Engineer, to the City for approval no later than fourteen (14) calendar days prior to the scheduled commencement of work. Comments and corrections will be returned to the Contractor within ten (10) working days.

The revised Traffic Control Plan shall indicate the traffic handling and control requirements for the different types of work to be performed, including advance construction signs. The Contractor shall be responsible for the preparation of Plans as necessary for specific items of work.

The revised Traffic Control Plans shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be responsible for the preparation of the revised Traffic Control Plans, as necessary, for specific items of work. The revised Traffic Control Plans shall be approved by the Engineer.

2.01 POSTING REQUIREMENT

The Contractor shall post and remove temporary "No Parking" signs along all routes. Signs shall be in place for at least seventy-two (72) hours in advance of commencing work. Maximum space between signs shall be one hundred (100) feet. Signs may be attached to existing poles, parkway trees, or any available support that may exist in the public right-of-way or the Contractor may furnish sign supports as may be necessary.

3.00 CONSTRUCTION AREA SIGNS

The Contractor shall furnish, install, maintain, and remove all construction area signs in conformance with the plans and Sections 12-3.06 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition.

4.00 DUST CONTROL

Dust control shall be performed in accordance with Subsection 7-8.1, "Clean up and Dust Control,"

of the Standard Specifications, Imperial County Air Pollution Control District Rules 800, 801, 802, 803, the general Provisions and the following Provision.

Dust resulting from the Contractor's performance of the work, either inside or outside, the right-of-way shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust twenty-four (24) hours a day, seven (7) days a week. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work.

Dust or dirt accumulations generated by the Contractor's operations shall be cleaned and removed by the Contractor from all areas as designated by the Engineer. The cost for cleaning and removal of dust or dirt shall be at the Contractor's expense and no additional compensation will be made therefore.

Water for use in dust control shall, at the option of the Contractor, be potable or non-potable. Non-potable water shall consist of reclaimed waste water or non-potable water developed from other sources.

If the Contractor uses reclaimed waste water in the work, the sources and discharge of reclaimed waste water shall meet the California Department of Health Services Water Reclamation Criteria and the Regional Water Quality Control Board requirements. The Contractor shall obtain either a waste water discharge permit or a waiver from the Regional Water Quality Control Board. Copies of permits or waivers from the Regional Water Quality Control Board shall be delivered to the engineer before using reclaimed waste water in the work.

Water shall be applied in the amounts, at the locations, and for the purposes designated in the Special Provision and these Specifications, and as order by the Engineer.

Water for compacting embankment material, sub-base, base and surfacing material, and for laying dust, shall be applied by means of pressure-type distributors or pipe lines equipped with a spray system or hoses with nozzles that will ensure a uniform application of water.

All equipment used for the application of water shall be equipped with a positive means of shut-off.

Unless otherwise permitted by the Engineer or unless all the water is applied by means of pipe lines, at least one mobile unit with a minimum capacity of 3700 L (1,000 gallons) shall be available for applying water on the project at all times.

Chemical additives or binder may be used in water for compaction or dust palliative. If such additives are used, furnishing and applying the additives shall be at the Contractor's expense.

The right is reserved by the Engineer to prohibit the use of a particular type of additive, to designate

the locations where a particular type of additive may not be used, or to limit the amount of a particular type of additive to be used at certain locations, all if the Engineer has reasonable ground for believing that such use will in any way be detrimental.

The additive or binder shall be either miscible in water or be some form of material that is directly applied to the surface without mixing with water.

Additives or binders that are miscible in water shall be either a resin emulsion, an SS1 type asphaltic emulsion, materials composed essentially of lignin sulfonate, or any other binder that is miscible in water in the proportions provided herein is non-corrosive, and is effective as a dust palliative.

Resin emulsion shall be composed of from 57 percent (57%) to 63 percent (63%) of semi-liquid petroleum resin and the remainder water to which a suitable emulsifying agent has been added. The resin emulsion shall be readily miscible with water and when diluted with any hard water in the proportions of one part of emulsion to ten parts water shall show no signs of breakdown or separation of the petroleum resin base. Resin emulsion, which has been stored in closed containers at temperatures above freezing for a period up to three (3) months, shall show no signs of separation. Any resin emulsion which has been stored for more than three (3) months shall not be used until tested and approved.

SS1 type asphaltic emulsion shall conform to the provisions in Subsection 203-3, "Emulsified Asphalt."

Additives or binders that are miscible in water shall be mixed with additional water at the rate of from four to nineteen parts of water to one part of binder, the exact rate to be determined by the Engineer. Mixing shall be accomplished by placing the binder and water in the spreading equipment simultaneously or by some other mixing method that will produce equivalent results.

The resulting mixture shall be applied with pressure type water distributor trucks equipped with a spray system or pressure type asphalt distributors at an approximate rate of from 0.9- to 3.6 L/m². (0.2 to 0.8 gallon on per square yard)

Additives or binders that are directly applied to the surface without mixing with water shall be applied with equipment approved by the Engineer. The binder shall be applied at a rate of from 0.4- to 1.1L/m². (0.10 to 0.25 gallons per square yard)

The exact rate and number of applications of binders will be determined by the Engineer.

Dust control ordered by the Engineer to be applied on Saturdays, Sundays or holidays will be included in the Contract price for dust control and no additional compensation will be allowed therefore.

No adjustment of compensation will be made for any increase or decrease in the quantity of dust control required, regardless of the reason for such increase or decrease.

The full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work and caused by public traffic, either inside or outside the right-of-way shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5.00 NOT USED

6.00 COOPERATION AND COLLATERAL WORK

Cooperation shall be in accordance with Subsection 5-6, "Cooperation," and Subsection 7-7, "Cooperation and Collateral Work," of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others and coordinating with the work by others. The City, other contractors and utilities shall have the right to operate within or adjacent to the work site during the performance of such work.

Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

The Contractor and each subcontractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

The Contractor shall include in its bid all costs involved as a result of coordinating its work with others. The Contractor will not be entitled to additional compensation from the City for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delay, the Contractor shall re-deploy its work force to other parts of the work.

It is anticipated that some or all of the existing utilities will be relocated during construction. The Contractor is to coordinate its work with the utility companies and with any other utility relocating their facilities, at no separate or additional cost.

Should the Contractor be delayed by the City, and such delay could not have been reasonably foreseen or prevented by the Contractor, the Engineer will determine the extent of the delay, the effect on the project, and any extension of time. Should any agency or utility company's work result in delays to the Contractor's work schedule, the Contractor shall be entitled only to an equivalent extension of time for the completion of the contract, and shall not be entitled to damages due to downtime and idled equipment or additional payments over and above the agreed upon unit prices.

Compensation for compliance with all collateral work shall be considered as being included in the various Contract items in the bid schedule and no additional compensation will be allowed therefore.

7.00 TRAFFIC CONTROL

Traffic controls, including but not limited to, vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with the Special Provisions; Traffic Control Plans; Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, 2014 Edition, California Supplemental Part 6 Temporary Traffic Control; Subsection 7-10, of the current “Standard Specifications for Public Works Construction,” including all its subsequent amendments. Nothing in the Special Provisions shall be construed as relieving the Contractor from his or her responsibility to provide for the safety and convenience of traffic and the public during construction.

In the event of conflict, the order of precedence shall be as follows:

1. Special Provisions
2. Traffic Control Plans
3. MUTCD 2014, California Supplement Part 6, Temporary Traffic Control
4. MUTCD for Streets and Highways, 2012 Edition, Part 6 Temporary Traffic Control
5. Standard Specifications

Traffic Control shall be in accordance with the following Special Provisions:

1. All streets shall remain open to through traffic at all times except when street closure is approved by the Engineer. The Contractor shall make provisions to allow local traffic access to the closed streets. The local traffic consists of, but is not limited to, residences, church congregations, farmers, post offices, meter readers, trash pickup, school buses, and emergency vehicles. The Contractor shall provide a smooth travel way and either a flagger and/or signing to direct traffic.
2. The Contractor shall be responsible for the preparation of Traffic Control Plans as necessary for the work. The Traffic Control Plans shall be signed and stamped by a California Registered Traffic Engineer and transmitted to the City for approval no later than fourteen (14) calendar days prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days. The Traffic Control Plans shall conform to the requirements listed in these Technical Provisions; MUTCD 2014, California Supplement Part 6, Temporary Traffic Control; Manual on Uniform Traffic Control Devices for Streets and Highways, 2014 Edition, Part 6 Temporary Traffic Control; and the Standard Specifications.
3. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices (telescoping flag trees), flags, signs, markers, portable barriers, temporary railing (Type-K), temporary fencing, flashing arrow signs, changeable message sign, markings, and flagging equipment shall be provided and maintained in “like new” condition.

4. The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, which includes holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of Notice to Proceed to the completion and acceptance of the work.
5. High-level warning devices (telescoping flag trees) are required at all times for work being performed within the roadway unless otherwise specifically approved by the Engineer.
6. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than 711 mm (28") in height, except that shorter cones, 305 mm (12") minimum height, may be permitted during striping maintenance operations where the only function of the cone is to protect the wet paint from the traffic.

The entire area of orange and white stripes for barricades shall be Type I, engineering grade, or Type II, super engineering grade, retro-reflective sheeting conforming to the requirements of ASTM Designation: D 4956-95.

7. Type III barricades, no less than 1.83 m (6') in length and equipped with two (2) Type "N" markers each and two (2) portable flashing beacons each, shall be used to close streets, except as otherwise specifically approved by the Engineer for minor maintenance work of no more than one (1) working days duration, on weekdays, or on holidays only, and limited to the hours between 8:30 a.m. and 3:30 p.m. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades, or between barricades and curbs, not exceeding 914 mm (3') except that one (1) 3.3 m (11') wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) Type C2 "Road Closed" sign, one (1) Type C3A, "Road Closed to Thru Traffic," sign, and a Type P warning sign.
8. Channelizers shall be surface mounted type and shall be furnished, placed and maintained at the locations shown on the Plans or as approved by the Engineer, and shall conform to the provisions in Subsection 12-3.07, "Channelizers," of the State of California Standard Specifications and these Special Provisions.

When no longer required for the work as determined by the Engineer, channelizers (except channelizers to be left in place), and underlying adhesive used to cement the channelizers bases to the pavement, shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.
9. Reflectorized (both sides) temporary self-adhesive markers, 100mm (4in) wide, shall be

applied to unstriped pavement surface before opening the travel way to public traffic. Reflectorized temporary yellow markers shall be used for to delineate the centerline to separate opposing traffic. Reflectorized temporary white markers shall be used to delineate lanes of travel and placed in 600mm (24in) intervals transverse to the road to delineate stop bars and limit lines.

The reflectorized temporary markers shall be removed the same day the first coat of striping has been placed on the pavement. The removal of the markers shall be done such a way that the pavement is not damaged.

10. Except as otherwise approved by the Engineer, two-way vehicular traffic shall be maintained at all times within two (2) 3.3m (11') wide lanes on streets having an effective roadway width of 13.4 m (44') or more with restricted parking. Other streets of lesser widths may be reduced to one (1) 3.6 (12') wide lane with work activity being limited to one side at a time, and the one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers. All lane closures shall have flashing arrow signs to provide additional, high level, advanced warning.

No reduction of the traveled way width shall be permitted on any City street before 8:30 a.m. or after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless otherwise approved by the Engineer.

11. Properly-trained and experienced flaggers shall be provided to direct traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at other such times as is necessary to safely pass traffic through or around the work area and when so directed by the Engineer.
12. Vehicular access to occupied residential property may be restricted on weekdays, other than holidays, between the hours of 8:30 a.m. and 3:30 p.m. while essential work activity is taking place only upon approval by the Engineer and providing the Contractor gives the property owner or resident at least forty-eight (48) hour advance written and oral notice.

Convenient and safe pedestrian access to schools, churches, occupied residential and business property shall be maintained at all times. Access to mailboxes shall be maintained at all times such that the postal delivery service is not interrupted. Trash pick-up services shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the Engineer.

13. Vehicular access to business, school and church driveways shall be maintained at all times during construction.
14. Traffic control and safety devices and equipment being used that becomes damaged, destroyed, faded, graffitied, encrusted, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired, refurbished, or replaced. Traffic control and safety

devices and equipment being used, that is displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

15. An unobstructed view of all signs and warning devices including, but not limited to, stop signs, stop ahead signs, street name signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. All speed limit signs shall be black on white with signs at either end of the project notifying the motoring public that fines are doubled in construction zones. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers and devices from the view of the vehicular and pedestrian traffic to which it applies.
16. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly-trained and experienced flaggers, or at traffic signalized intersections.
17. Stockpiling or storage of materials on any public right-of-way or parking area will not be allowed without the specific written permission of the Engineer. Materials spilled along or on said right-of-way or parking area shall be removed completely and promptly. All stockpile and storage areas shall be maintained in a safe, neat, clean, and orderly condition, and shall be restored to equal or better than original condition upon completion of the work.
18. On projects involving work on, closure of, or partial closure of existing streets, and where vehicular access to the abutting property must be restricted, the work shall be so selected, arranged and scheduled that the person(s) requiring access to said abutting property and residents along said streets affected will be able to park within a reasonable distance of not more than 150m (500') from their homes or destination. In addition, no two adjoining streets shall be closed at the same time, except as otherwise approved by the Engineer. Residents must be given written notice of such restrictions a minimum of forty-eight (48) hours in advance.
19. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street, except as otherwise approved by the Engineer.
20. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to herein above, the City reserves the right to correct or mitigate any situation, that in the sole opinion of the Engineer, constitutes a serious deficiency or serious case of noncompliance, by any means at its disposal at the Contractor's or permittee's expense, and shall deduct the cost therefore from the Contractor's progress or final payments. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liabilities from the Contractor to the City or the City's agents.

21. Violations of any of the above Provisions or provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the Engineer, shall, at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor or permittee, or liability to the City, all as prescribed by contractual obligation or State law, whichever is applicable.

The Contract lump sum **(LS)** price paid for the bid item **TRAFFIC CONTROL PLAN IMPLEMENTATION** shall include full compensation for, but not limited to, furnishing all labor (including flagging costs), materials (including construction area signs), tools, equipment, traffic control Plans and revisions, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control including lights, channelizers (surface mounted), temporary railing (Type K) markers, delineators, temporary striping and pavement marking, barricades, portable flashing beacons, flashing arrow signs, portable changeable message signs, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Full compensation for removing and salvaging the traffic control equipment and materials that are to be reused or reset in the project shall be considered as included in the Contract lump sum price paid for traffic control system and no additional compensation will be allowed therefore.

Partial payment for traffic control shall be based on the percentage of total value of work completed on the other items listed under each schedule as of each progress pay estimate.

8.00 EXISTING IMPROVEMENTS

The Contractor shall make every effort to protect all existing improvements and facilities from damage during the progress of his work. No trees, planters, walks, shrubs, signs, fences or other such facilities shall be removed except as shown or called for on the plans or unless specifically authorized in writing by the Engineer. The contractor shall be held responsible for the care and preservation of the present premises and of adjacent premises and coterminous property. Any parts of them which are injured, damaged or disturbed because of his work shall be repaired, replaced or cleaned by him at his expense.

The Contractor shall apply either water and/or dust palliative for the alleviation or prevention of dust nuisance and damage originating from the Contractor's operation.

8.01 EXISTING UTILITIES

The Contractor will be required to work around public utilities and other improvements that are to remain in place within the construction area. The Contractor will be held liable for any damage to existing improvements or interference with service resulting from his operations. The exact location of underground facilities and improvements within the construction area shall be ascertained by the Contractor before using equipment that may damage such facilities.

9.00 MAINTENANCE CALL-OUTS

Any expense for maintenance call-outs by the City's traffic signal maintenance personnel resulting from the Contractor's operations and construction of this project shall be borne by the Contractor.

10.00 WARRANTIES, GUARANTEES AND INSTRUCTION SHEETS

Warranties, guarantees and instruction sheets shall conform to the provisions in Section 86-1.04, "Warranties, Guarantees and Instruction Sheets" of the State Standard Specifications and these Special Provisions.

Completed work shall be guaranteed to the City by the Contractor for a period of not less than twelve (12) months following the date of acceptance thereof. Where equipment and/or facilities installed by the Contractor are damaged prior to final acceptance by the City, the Contractor shall repair or replace such equipment and/or facilities at his own expense.

11.00 STORAGE OF MATERIAL

The site of work shall be maintained clean at all times. Excavated material shall be loaded directly and hauled away from job site for disposal at the Contractor's expense. The Contractor shall not store material on job site. He shall store material at a site convenient to the job, off public ways, arranged and paid as a part of his contract work.

12.00 CLEANUP OF SITE

During the progress of the work, the Contractor shall keep the premises occupied by him in a neat, orderly and sanitary condition. He shall dispose of refuse as often as directed, or as may be necessary so that at no time shall there be any accumulation of rubbish, excavated material or equipment that will interfere with convenience or operation of materials so as to provide the minimum obstruction to traffic at all times.

13.00 SANITARY ARRANGEMENTS

The Contractor shall make provisions for and maintain, in a sanitary manner at the worksite, all necessary and sanitary conveniences for the workers, in accordance with the rules and regulations of the State Board of Health.

14.00 ACCESS

The Contractor's attention is directed to the existing pedestrian and vehicular access ways crossing the lines of work. These access ways shall not be closed unless an alternate access way is provided. The Contractor shall assume full responsibility for providing alternate access. The compensation for the work in this time shall be considered as included in the cost of the various contract items of work and no additional compensation will be made therefore.

15.00 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Traffic signal system shutdown, if required, shall be limited to periods between the hours of 9:00 a.m. and 3:30 p.m.

The Contractor shall place "STOP AHEAD" and "STOP" signs shall be furnished by the

Contractor and shall conform to the provisions in Section 12-3.06, "Construction Area Signs," of the Standard Specifications, except that the base material for the signs shall not be plywood.

Two "STOP AHEAD" signs and two "STOP" signs shall be placed for each direction of traffic. Location of the signs shall be as directed by the City Traffic Engineer.

Full compensation for furnishing, installing, maintaining, and removing temporary "STOP AHEAD" and "STOP" signs, and for covering signs not in use, shall be considered as included in the contract lump sum price paid for the signal item involved and not additional compensation will be allowed therefore.

All existing signal indications, pedestrian push buttons, detectors, and control equipment shall be maintained in operation at all times, except during shutdown hours as specified above.

Costs for overhead temporary wiring, which may be required to keep the signals in operation during intersection re-wiring, shall be considered as a part of the lump sum bid price for each intersection.

16.00 PROJECT SPECIFIC SPECIAL PROVISIONS

The Following Project Specific Special Provisions, by STC Traffic, Inc., are to be considered part of the Contract Documents.

PROJECT SPECIFIC SPECIAL PROVISIONS

SPECIFICATIONS

The 2018 Edition of the Caltrans Standard Specifications, as amended, are incorporated herein by reference and are intended to govern all traffic signal, lighting, and signing and striping work, except as modified herein.

All work shall be done in accordance with the Caltrans Standard Specifications and Standard Plans, dated 2018 and all amendments thereto, and in accordance with these Special Provisions.

Definitions of Abbreviations. Whenever in the Caltrans Standard Specifications, Caltrans Standard Plans, or these Special Provisions the following abbreviations and terms are used, the meaning shall be interpreted as follows:

<u>Abbreviation or Term</u>	<u>Intent and Meaning</u>
Engineer	The City Engineer either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Department	The Department of Public Works of the City of El Centro.
Director	Director of Public Works of the City of El Centro acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
State	The City of El Centro, its properly authorized agents acting within the scope of the particular duties entrusted to them.
Contractor	The Contractor providing the traffic signal communications and related work.
TOC	The City Maintenance Yard Traffic Operations Center
TMS	Traffic Management System

DESCRIPTION OF WORK

The work to be done consists of furnishing all labor, materials, tools, equipment, appurtenances, supervision, performing all operations, traffic control and all other necessary work including utility and transportation services required for the construction of new fiber optic system, ethernet capable traffic signal cabinet equipment, and hybrid vehicle detection systems. The work includes, but is not limited to, installing/modifying pull boxes, traffic controller assemblies, hybrid detection system, conduit, fiber optic cable, fiber optic splicing and termination, networking equipment, software and system integration in accordance with the Plans, Standard Drawings, Specifications, and other provisions of this Contract.

The current signal interconnect network consists of communications over twisted-pair copper interconnect cable and wireless radios. In order to provide Ethernet IP fiber optic communications, this project will require the following improvements:

1. Replacement of the existing copper signal interconnect cable with fiber optic cable inside existing/proposed conduit at locations shown on the plans
2. Detection system improvements at 5 signalized intersections System
3. Integration at the City Maintenance Yard Traffic Operations Center (TOC)
4. Set-up and configuration of a complete Ethernet IP traffic signal network to facilitate traffic signal, video detection, and traffic management-based networks
5. Replacement of existing traffic signal controllers and conflict monitors

The proposed work shall be performed as shown on the project plans and as described in these Special Provisions. The Contractor shall provide the City with shop drawings/cut sheets of all new traffic signal/communication equipment for review and approval prior to ordering.

FIELD LOCATING EXISTING UNDERGROUND UTILITIES

At least two working days (48 hours) prior to any potholing or excavating, the Contractor shall contact Underground Service Alert of Southern California at 811 for a Dig Alert I.D. Number. Section 4216/4217 of the Government Code requires a Dig Alert Identification number be issued before a "Permit to Excavate" will be valid.

The Contractor shall pothole all underground utilities which are shown on the Plans or marked in the field by utility owners as being within 5 feet horizontal distance from the edge of any planned fiber optic conduit alignment, and which are at or above the planned project facility. The Contractor shall pothole all utility crossings on public streets. The Contractor shall verify depth of all service utility crossings under sidewalk at a minimum of one hundred (100) foot intervals along each utility.

The potholing shall be done ahead of the directional borings or trench excavation and conduit laying such that the information on horizontal location and depth shall be given to the Agency's Authorized Representative at least 3 days ahead of construction but not greater than 21 days ahead of construction in that area. The Contractor shall refill these potholes immediately after establishing those locations. The refilling shall conform to the relative compaction requirements for trenches.

In the event obstructions not shown on the Plans are encountered during the progress of the Work which will require alterations to the Plans, or if potholing indicates utilities are located other than as shown on the Plans, the Agency's Authorized Representative shall have the authority to change the Plans and order the necessary deviation from the project planned line and grade.

The Contractor shall not make any deviation from the specified line and grade without approval by the Agency's Authorized Representative. Should any deviations in the line and grade be permitted by the Agency's Authorized Representative at the written request of the Contractor, any additional costs for pavement restoration, or other additional costs shall be borne by the Contractor.

Full compensation for potholing and refilling shall be considered as included in the price bid for other items of work and no additional compensation will be allowed therefor.

MOBILIZATION

Mobilization shall conform to the provisions in Section 9-3.4, "Mobilization" of the Standard Specifications (Greenbook). Mobilization includes expenditures for all preparation of work in operations, including but not limited to, those costs necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all facilities necessary for work on the project, and for all other work and operations which must be performed, and costs incurred prior to the beginning of work on the various contract items on the project site including the related demobilization costs anticipated at completion of the project.

Payment

Mobilization shall be paid for at the contract lump sum price as shown on the bid schedule. Fifty percent (50%) of the lump sum price will be paid upon successful move in and completion of mobilization. The remaining fifty percent (50%) shall be paid after the Contractor is completely demobilized, all project sites have been restored to the satisfaction of the Engineer, and the project cleanup is completed.

TRAFFIC CONTROL

The Contractor shall furnish, install, and maintain traffic control in accordance with the latest Caltrans Standard Plans and Specifications, CAMUTCD and the WATCH Manual. See "Traffic Control" section of the General Provisions and these Technical Specifications. The Contractor shall obtain and adhere to encroachment permit requirements per agency where the work will be conducted.

The Contractor shall provide traffic control plans and detour plans, signed by a licensed Civil Engineer or Traffic Engineer in the State of California, for approval and acceptance by the Engineer. Subsequently, comments and corrections shall be returned to the Contractor within twenty (20) working days or less.

Traffic controls, including but not limited to, vehicular, bicyclists and pedestrians traffic controls, maintenance of vehicular, bicyclists and pedestrian access, detours, and street closures shall be in accordance with latest editions of the Caltrans Standard Plans and Specifications, CAMUTCD and the WATCH Manual.

Traffic control and the traffic plans shall conform to the following:

- a. The traffic control plans shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be responsible for the preparation of plans as necessary for specific items of work. These plans shall be approved by the Engineer prior to the Contractor commencing any work.
- b. All traffic controls and safety devices, equipment and materials, including but not limited to, cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, makers, portable barriers, flashing arrow signs, electronic changeable message signs and markings shall be provided and maintained in "like new" condition.
- c. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days a week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize, and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.
- d. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the Engineer.
- e. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight (28) inches in height, except that shorter cones, twelve (12) inches high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.
- f. A minimum of one (1) Portable Changeable Message Signs (PCMS) is required in each direction in advance of each work area as identified by the City. They shall be placed two (2) weeks in advance of the start of work and maintained throughout the construction window. The PCMS shall be in clear areas and have clear line of sight for oncoming traffic. The PCMS shall not block and existing signs or project areas signs.
- g. Except as otherwise directed, as shown in the approved traffic control plans, and/or authorized by the Engineer, two-way vehicular traffic shall be maintained at all times within a minimum of two, 12-foot-wide lanes. At no time shall the Contractor be allowed to reduce the traveled way to one-way vehicular traffic.

No reduction of the traveled way width shall be permitted between the hours per the local agency requirements, unless otherwise shown in the approved traffic control plans, or prior authorization to do so is granted by the Engineer. No lane closures/roadway closures shall be permitted or allowed on any City street before per the local agency requirements, unless otherwise shown in the approved traffic control plans, or unless authorization to do so is granted by the Engineer. No reduction of traveled way width shall be permitted on any City street per the local agency requirements, on weekends or holidays, or when active

work is not being done, unless otherwise shown in the approved traffic control plans, or unless prior authorization to do so is granted by the Engineer.

- h. Access to vacant unused property may be restricted by the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the Engineer.
- i. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired, refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be properly returned or restored to their proper position.
- j. Any obstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street name signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers and devices from the view of vehicular and/or pedestrian traffic to which it applies.
- k. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers or traffic signalized intersections.
- l. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission by the Engineer. Materials spilled on or along said right-of-way or parking areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.
- m. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstruction, and necessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the Engineer.
- n. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to herein above, the Engineer reserves the right to correct and/or mitigate any situation, which in the sole opinion by the Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/or final payments. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liabilities from the Contractor to the Engineer.
- o. Violations of any of the above provisions and/or provisions of the referenced publications, unless promptly and completely corrected to the satisfaction by the Engineer, shall, at the sole discretion of by the Engineer, be grounds for termination of the Contract, or shutdown or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the Engineer, all as prescribed by contractual obligation or State law, whichever is applicable.

- p. The Contract item "Traffic Control" shall include labor lights, barricades, signs, materials, fencing, and equipment necessary to ensure that the vehicular traffic conforms to requirements as set forth in this section and as require per the work shown on the project drawings.

Payment

Payment for **Traffic Control** shall be considered in the lump sum contract price including full compensation for furnishing all labor, material, equipment and incidentals necessary to perform the items of work and no additional compensation will be allowed therefor.

The cost associated with devising the required Traffic Control and Traffic Control Plans and the implementation of the traffic control/detour during the whole construction period is the subject for the pay item "Traffic Control".

The payment for this item will be set as follows:

- 35% at the first pay request processed after the installation of traffic control
- 35% at the second pay request thereafter
- 30% at the final pay request

PULL BOXES

Pull boxes and splice vaults shall conform to the provisions of Section 86-1.06C, "Pull Boxes", and Section 87-1.03C, "Installation of Pull Boxes", of the State Standard Specifications and these Technical Specifications.

Pull boxes and covers shall be Oldcastle Precast, Inc. FIBRELYTE® Composite Boxes or Engineer approved equal, unless otherwise noted on the Plans or directed by the Engineer.

Pull box covers shall be marked TRAFFIC SIGNAL.

All pull boxes shall be number six (No. 06) with one or two extensions as noted on the Plans.

All pull boxes shall be located behind the curb, at the locations shown on the Plans, or as directed by the Engineer. No pull box shall be located within one foot (1') of any wheelchair ramp. Pull boxes shall be set parallel to the curb or roadway.

A 1' x 4" thick concrete pad shall be placed around pull boxes installed or existing in unimproved areas.

Pull boxes within unimproved areas shall have a Class 1 Flexible Post Delineator, per Caltrans Standard Plan A73-C installed adjacent to the pull box.

Pull boxes for traffic signal interconnect shall be spaced at 500' max, unless otherwise shown on the plans.

Splice Vault utility boxes shall be No. 6E pull boxes, including two 12” extension to accommodate fiber optic splice enclosures. Fiber optic splice vault lids shall be Fibrelyte, unless approved otherwise. All fiber optic splice vault lids shall include lid locking mechanisms, bolted type.

Conduit sweeps entering pull boxes/splice vaults with fiber optic cable shall be 45 degrees. The inside sweep radius shall be larger than the fiber optic cable manufacturer’s minimum recommended bend radius.

Payment

Payment for **Furnish and Install #6 Pull Box with One Extension**, for **Furnish and Install #6 Pull Box with Two Extensions**, and for **“Intercept Existing Conduit. Furnish and Install #6 Pull Box with One Extension in Existing Conduit Run”** shall be considered in the unit contract price paid for each bid item including full compensation for furnishing all labor, material, equipment and incidentals necessary to perform the items of work and no additional compensation will be allowed therefor.

MODIFY EXISTING CONTROLLER CABINET ASSEMBLIES

The Contractor shall modify all existing project Type 332 controller cabinets (Traffic Signal) as shown on the plans and these specifications at the following seven (7) locations:

1. Imperial Avenue / Ocotillo Drive
2. Imperial Avenue / Pepper Drive
3. Imperial Avenue / Ross Avenue
4. Imperial Avenue / Hamilton Avenue
5. Imperial Avenue / Holt Avenue
6. Imperial Avenue / State Street
7. Imperial Avenue / Main Street

CONTROLLER ASSEMBLY/ CONFLICT MONITOR UNIT

The Contractor shall furnish and install new Type 2070LX controllers and 1C CPU Module with Omni Software and Conflict Monitor Units (CMU) as identified on the plans and these specifications. The Contractor shall remove and salvage existing Type 170 or Type 2070E controllers and legacy CMU monitors to the City. Requirements (or approved equal):

2070LX Controller + 1-C module Omni software (SWARCO McCAIN, INC.)

- Standard 19” rackmount unit
 - Conforms to latest Caltrans TEES and NTCIP standards
 - IP-Addressable CPU Module
 - Omni software (latest edition)
 - Optional Data Key (all locations)
-

2010ECLip Signal Monitor (EBERLE DESIGN INC)

- 16 channel capacity with Ethernet port
- Fully compatible with the requirements of 170, 179 and 2070 controller units
- IP-Addressable module
- 2010ECL monitor maintains a 100 record nonvolatile event log
- Detects potentially unsafe programming changes and Red Interface cable problems.

Payment

Payment for **Furnish and Install Model 2070LX Controller Assembly** and for **Furnish and Install 2070ECLip Conflict Monitor Unit** shall be considered in the unit contract price paid for each bid item including full compensation for furnishing all labor, material, equipment, and incidentals necessary to perform the items of work and no additional compensation will be allowed therefor.

REMOVING ELECTRICAL EQUIPMENT

Legacy traffic signal equipment and copper SIC cabling to be salvaged shall be delivered to the City of El Centro, Department of Public Works, and stockpiled:

El Centro Maintenance Yard
307 W. Brighton Ave
El Centro, CA 92243

The Contractor shall notify the Engineer a minimum of 48 hours prior to hauling salvaged equipment and/or material to be stockpiled. Equipment to be salvaged shall not be removed until their use is no longer required as determined by the Engineer.

Full compensation for **Removing and Salvaging** existing equipment including furnishing all labor, material, equipment and incidentals necessary to perform the items of work shall be included furnishing and installing various bid items and no additional compensation will be allowed therefor.

VEHICLE DETECTION SYSTEM

The Contractor shall furnish and install all labor and materials to install new Video/Radar Hybrid Video Detection System(s) to provide remote video streaming and control from all field elements to the City Yard TOC as shown on the plans and these Special Provisions. The proposed Video Detection System shall be managed by a separate Video Detection Management Software. The management software shall interface to the proposed communication boards and provide real-time collection of traffic data, events, alarms, and video images generated by the video detectors via graphical user interface (GUI). The project video locations are as shown on the plans. Requirements (or approved equal):

Vantage Vector with SmartCycle Technology System (ITERIS Inc.)

- Iteris Vantage VECTOR Camera Assembly - 110/120VAC, 1/4" CCD image sensor, 24GHz radar unit (K-band)
 - Iteris Universal Mount Camera Bracket (Standard Mount)
 - Vantage VECTOR Processor with SmartCycle technology - 12/24VDC
 - Vantage Next CCU Unit, 1U box, supports up to 4 NEXT-VPs. Includes NEXT-CCU-SHIPKIT
 - Vantage Next Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT
 - 17in. Color LCD Monitor Drawer
 - Power & Video Surge Protection Panel w/ mounting for up to 4 Suppressors (Din Rail Configuration)
-

General

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway using only video images of vehicle traffic.

1.1 System Hardware

The video detection system (VDS) shall consist of up to four video cameras, a video detection processor (VDP) capable of processing from one to four video sources, output extension modules, video surge suppressors and an industry standard three button USB mouse.

1.2 System Software

The system shall include software that detects vehicles in multiple lanes using only the video image. Detection zones shall be defined using only an on-board video menu and a mouse to place the zones on a video image. Up to 24 detection zones per camera view shall be available. A separate computer shall not be required to program the detection zones.

Vantage Vector Hybrid Video/Radar Detection System

- Sensor is built around both a video detection camera for stop bar detection and a radar unit for advanced detection to detect approaching vehicles at over 500 feet from the sensor.
- Utilizing the advanced algorithms in the radar unit, the Vector tracks all approaching vehicles, providing extremely accurate range and speed data of each individual vehicle.
- As the vehicles pass through up to five user-configured areas-of-interest, or trip lines, the system provides enhanced precision throughout the radar unit's detection area. Vehicles then enter the detection area of the video camera as they reach the stop bar, thus the Vector provides total coverage for all vehicles approaching the intersection.
- The Vector provides the user with the ability to configure five trip lines within the radar detection zone at a specific distance from the stop bar, a minimum and maximum speed threshold, and a defined trip line width.

Installation

The video detection camera shall be installed by factory-certified installers as recommended by the supplier and documented in installation materials provided by the supplier. Proof of factory certification shall be provided.

At locations that require a bracket extension, the Contractor shall furnish and install a pole mast extension so that the video detection camera unit is mounted above the roadway. The extension riser equipment shall be **Pelco Astro-Brac Triton series clamp kit** (or approved equal). Mounting of the extension bracket shall be as shown on plans and per the manufacturer specifications. Existing camera mounts may be re-used only with the sole pre-approval of the Engineer.

All existing legacy Video Detection Systems hardware and equipment shall be protected during removal and salvaged to the City Yard for future use.

On-site Technical support shall be provided for installation and activation of the Video Detection System during traffic signal turn-on.

Payment

Payment for **“Remove and Salvage Existing Video Detection Equipment and Cabling. Furnish and Install New Iteris Vantage Hybrid Detection System Complete (4 Approaches)” (Additive Alternate A)** shall be considered in each contract price including full compensation for furnishing all labor, material, equipment, and incidentals necessary to perform the items of work and no additional compensation will be allowed therefor.

VIDEO DETECTION SOFTWARE/GRAPHICAL USER INTERFACE (GUI)

A Video Detection Software supplied by the Contractor shall be fully installed, configured, integrated, tested and commissioned to the manufacturer's specifications and these Special Provisions. The proposed video software system shall be manufactured by Iteris Inc. (or approved equal). Hardware to host the streaming video images shall be by dedicated server or other as defined by the manufacturer and these provisions. Requirements (or approved equal):

Vantage Next Software + Vantage Viewer software (EdgeConnect compatible)

- MPEG4/H.264 video compression ability is scalable to fit the bandwidth available
 - Ease of setup and remote access reduces time and cost of installation and maintenance of equipment
 - Single quad view video stream or four independent single streams to remote site
 - Data rates can be set as low as 32 kbps or as high as 7 Mbps. Variable video frame rates between 5 and 30 frames per second also allow the user to optimize the streaming video to fit their specific application.
-

The client of Edge Viewer shall be a GUI-based application installed on the City TOC PC workstation. A web-browser installed on your PC that is connected to the network of the video

detection system to access the traffic management system. The application shall also be configured for remote video and zone configuration of all Video Detection Systems installed on this project. Testing shall be performed at the City Yard TOC to verify correct operation of the system.

Payment

Payment for **Installing Video Detection Software** shall be considered in the bid item **“Remove and Salvage Existing Video Detection Equipment and Cabling. Furnish and Install New Iteris Vantage Hybrid Detection System Complete (4 Approaches)”** at each contract price including full compensation for furnishing all labor, material, equipment, and incidentals necessary to perform the items of work and no additional compensation will be allowed therefor.

MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Traffic signal system shutdowns shall be limited to periods between the hours of 8:30 a.m. and 3:30 p.m.

The Contractor shall furnish and place “Stop Ahead” and “Stop” signs to direct vehicle and pedestrian traffic through the intersection during traffic signal system shutdown. Temporary “Stop Ahead” and “Stop” signs shall be removed when the system is turned on.

A minimum of two “Stop Ahead” and “Stop” signs shall be placed for each direction of traffic. If directed by the Engineer, the Contractor shall furnish and place additional “Stop” signs.

Full compensation for furnishing, installing, maintaining and removing temporary “Stop Ahead” and “Stop” signs, including any additional “Stop” signs shall be considered as included in the contract lump sum price paid for the traffic signal and no additional compensation will be allowed therefore.

If the existing pole foundation requires removal prior to installing the new pole foundation the Contractor shall install a temporary signal pole and signal indications.

Full compensation for furnishing, installing, maintaining and removing temporary signal poles and signal indications shall be considered as included in the various bid items of work and no additional compensation will be allowed therefore.

COPPER INTERCONNECT SYSTEM

Signal Interconnect Cable (SIC) shall conform to the provisions in Section 87-1.03F(2)(c)(iv), "Signal Interconnect Cable", of the State Standard Specifications and these Special Provisions. The Contractor shall be responsible for modification and removal of the existing copper interconnect system as required by the project plans and per these specifications. Existing traffic signal communications must remain established during all peak traffic periods, without exception until system cut-over is to occur. All existing SIC cable removed shall be salvaged and delivered to the City Yard or as directed by the Engineer, as defined in these Special Provisions.

The existing interconnect shall not be out of service for more than 5 working days. The Contractor shall notify the City 48 hours prior to needing the interconnect cable disconnected.

Payment

Payment for **Remove and Salvage Existing Copper SIC cable** shall be considered in the unit contract price per length foot including full compensation for furnishing all labor, material, equipment and incidentals necessary to perform the items of work and no additional compensation will be allowed therefor.

FIBER OPTIC COMMUNICATIONS

Fiber Optic Cable shall consist of single mode fiber optic cable as defined herein. Fiber optic cable and materials shall be approved by the Engineer before ordering.

Optical fiber shall be manufactured by Corning, single mode SMF-28 Ultra optical fiber, Altos type, and meet the following minimum performance specifications:

Part Number: **012ZU4-T4F22D20** ALTOS Loose tube, Gel-Free, All-Dielectric, Non-Armored cable with Binderless FastAccess technology, 12 F, SMF-28 Ultra fiber, Single-mode (OS2)

Part Number: **072ZU4-T4F22D20** ALTOS Loose tube, Gel-Free, All-Dielectric, Non-Armored cable with Binderless FastAccess technology, 72 F, SMF-28 Ultra fiber, Single-mode (OS2)

Singlemode Optic Fiber Backbone Cabling

- i. Application: Use for outdoor underground installation through conduit, pull boxes, splice vaults, cabinets.
 - ii. Fiber backbone cabling must be approved and covered by the connectivity manufacturer's warranty
 - iii. Characteristics: Outdoor Fiber Optic Cable
- A. General Specifications
1. The cable shall meet all requirements stated in this specification.
 2. The cable shall be an accepted product of the United States Department of Agriculture Rural Utilities Service (RUS) 7 CFR 1755.900 (PE-90) and meet the requirements of ANSI/ICEA Standard for Fiber Optic Outside Plant Communications Cable, ANSI/ICEA S-87-640-2006 and GR-20-CORE.
- B. Design Specifications
- For outside plant installations, or those meeting the NEC requirements, Outdoor cable shall be used:

1. ALTOS (all-dielectric) with Binderless FastAccess technology

C. Outside Plant Cable

1. Cable Construction
 - a. Optical fibers shall be placed inside a loose buffer tube. The nominal outer diameter of the buffer tube shall be 2.5 mm. The buffer tube shall be polypropylene.
 - b. Each buffer tube shall contain 24 fibers.
 - c. The fibers shall not adhere to the inside of the buffer tube.
 - d. The buffer tubes shall be resistant to external forces and shall meet the buffer tube cold bend and shrinkback requirements of 7 CFR 1755.900.
 - e. Fillers may be included in the cable core to lend symmetry to the cable cross-section where needed. Fillers shall be placed so that they do not interrupt the consecutive positioning of the buffer tubes. In dual layer cables, any fillers shall be placed in the inner layer. Fillers shall be nominally 2.5 mm in outer diameter.
 - f. The central member shall consist of a dielectric, glass reinforced plastic (GRP) rod (optional steel central member). The purpose of the central member is to provide tensile strength and prevent buckling of the cable. The GRP rod shall be overcoated with a thermoplastic, when required to achieve dimensional sizing to accommodate buffer tubes/fillers.
 - g. Each buffer tube shall contain water blocking material embedded in the inside wall of the buffer tube for water-blocking protection. The water blocking material shall be non-nutritive to fungus, electrically non-conductive, and homogeneous. It shall also be free from dirt or foreign matter. This element will preclude the need for other water-blocking material such as gels, yarns, foams, or tapes; the buffer tubes shall be gel-free.
 - h. The optical fibers shall not require cleaning before placement into a splice tray or fan-out kit.
 - i. Buffer tubes shall be stranded around the dielectric central member using the reverse oscillation, or "S-Z", stranding process.
 - j. Water swellable yarn(s) shall be applied longitudinally along the central member during stranding. Water blocking elements shall be applied uniformly throughout the buffer tube.
 - k. For single layer cables, a water swellable tape shall be applied longitudinally around the outside of the stranded tubes/fillers. The water swellable tape shall be non-nutritive to fungus, electrically non-conductive, and homogenous. It shall also be free from dirt and foreign matter.
 - l. For dual layer cables, a second (outer) layer of buffer tubes shall be stranded over the original core to form a two layer core. A water swellable tape shall be applied longitudinally over both the inner and outer layer. The water swellable tape shall be non-nutritive to fungus, electrically non-conductive, and homogenous. It shall also be free from dirt and foreign matter.
 - m. All tensile strength shall be provided by the central member.
 - n. Non-armored cables shall be sheathed with medium density polyethylene (MDPE). The minimum nominal jacket thickness shall be 1.3 mm. Jacketing material shall be applied directly over cable core and water swellable tape. The polyethylene shall contain carbon black to provide ultraviolet light protection and shall not promote the growth of fungus.

- o. Armored cables without an inner jacket shall have an armor layer applied directly over the cable core and water swellable tape. The armor shall be a corrugated steel tape, plastic-coated on both sides for corrosion resistance, and shall be applied around cable core and water swellable tape with an overlapping seam with the corrugations in register. The outer jacket shall be applied over the corrugated steel tape armor. The outer jacket shall be a MDPE with a minimum nominal jacket thickness of 1.3 mm. The polyethylene shall contain carbon black to provide ultraviolet light protection and shall not promote the growth of fungus.
- p. The MDPE jacket material shall be as defined by ASTM D1248, Type II, Class C, Category 4 and Grades J4, E7 and E8.
- q. The jacket or sheath shall be free of holes, splits, and blisters.

2. Identification

- a. Each fiber shall be distinguishable by means of color coding in accordance with TIA/EIA-598-B, "Optical Fiber Cable Color Coding." The fibers shall be colored with ultraviolet (UV) curable inks.
- b. Buffer tubes containing fibers shall be color coded with distinct and recognizable colors in accordance with TIA/EIA-598-B, "Optical Fiber Cable Color Coding."
- c. Buffer tube colored stripes shall be inlaid in the tube by means of co-extrusion when required. The nominal stripe width shall be 1 mm.
- d. For cables containing more than 12 buffer tubes, standard colors are used for tubes 1 through 12 and stripes are used to denote tubes 13 through 24. The color sequence applies to tubes containing fibers only, and shall begin with the first tube. If fillers are required, they shall be placed in the inner layer of the cable. The tube color sequence shall start from the inside layer and progress outward.
- e. Cable jackets shall be marked with the manufacturer's name, month and year of manufacture, sequential meter or foot markings, a telecommunication handset symbol as required by Section 350G of the National Electrical Safety Code®(NESC®), fiber count, and fiber type.

3. Mechanical properties

- a. Maximum short term pulling tension of 600 lbs. and long term pulling tension of 200 lbs.
- b. Minimum Bend Radius during installation shall be 15x OD and during operation 10x OD.

a. Singlemode Optical Fiber

A. General Specifications

- 1. All fiber shall be manufactured using the Outside Vapor Deposition (OVD) process to ensure bandwidth consistency.

B. Design Specification

The fiber type utilized in the cabling infrastructure shall be of those listed below. Specific requirements for use OS2 shall be defined in project scope.

- 1. Corning SMF-28® ULTRA OS2
- C. Single-mode fiber shall meet the specifications listed in Table 1 (below)
- D. Single-mode fiber shall meet ITU G.652 (Table D), ITU G.657 (Table A1), IEC Specification 60793-2-50 Type B1.3
- E. Manufacturer: Corning

Table 1: Single-mode OS2 Fiber Geometry and Optical Performance
Optical Specifications

Maximum Attenuation			Cable Cutoff Wavelength (λ_{cc})	
Wavelength (nm)		Maximum Value* (dB/km)	$\lambda_{cc} \leq 1260$ nm	
1310		≤ 0.32	Mode-Field Diameter	
1383 $\pm 3^{**}$		≤ 0.32	Wavelength (nm)	MFD (μ m)
1490		≤ 0.21	1310	9.2 $\pm$ 0.4
1550		≤ 0.18	1550	10.4 $\pm$ 0.5
1625		≤ 0.20	Dispersion	
Attenuation vs. Wavelength			Wavelength (nm)	Dispersion Value [ps/(nm·km)]
Range (nm)	Ref. λ (nm)	Max. α Difference (dB/km)	1550	≤ 18.0
1285 – 1330	1310	0.03	1625	≤ 22.0
1525 – 1575	1550	0.02	Zero Dispersion Wavelength (λ_0):	
*Attenuation values at this wavelength represent post-hydrogen aging performance.			1310 nm $\leq \lambda_0 \leq 1324$ nm	
Macrobend Loss			Zero Dispersion Slope (S_0): ≤ 0.092 ps/(nm ² ·km)	
Mandrel Diameter (mm)	Number of Turns	Wavelength (nm)	Polarization Mode Dispersion (PMD)	
				Value (ps/√km)
32	1	1550	PMD Link Design Value	$\leq 0.04^{**}$
50	100	1310	Maximum Individual Fiber PMD	≤ 0.1
50	100	1550	*Complies with IEC 60794-3: 2001, Section 5.5, Method 1, (m = 20, Q = 0.01%), September 2001.	
60	100	1625	The PMD link design value is a term used to describe the PMD of concatenated lengths of fiber (also known as PMD ₀). This value represents a statistical upper limit for total link PMD. Individual PMD values may change when fiber is cabled.	
*The induced attenuation due to fiber wrapped around a mandrel of a specified diameter.			Point Discontinuity	
Wavelength (nm)		Point Discontinuity (dB)		
1310		≤ 0.05		
1550		≤ 0.05		

Fiber Optic Cable Installation

All Fiber Optic Cable installations shall include fiber optic cables and detectable pull tape to remain for future to all conduits as defined on the plans and per these technical specifications.

Pull Tape shall be included in all conduit runs where existing cable is to be modified or where new cable is to be installed. New pull tape shall be **5/8" tape with 1,800lb tensile pulling strength**.

Singlemode Fiber Optic Cable (SMFO) shall be continuous and unspliced between cabinets, with splicing permitted only at designated splice locations as shown on the plans.

During cable installation, the bend radius shall be maintained at a minimum of twenty times the outside diameter. In no case, shall the cable exceed the minimum bending radius of the cable for installation. At each intermediate pull box, provide 25' of slack of the fiber optic cable neatly coiled and secured. This slack could be used in the future for emergency cable repairs.

Fiber optic cable shall be installed using a cable pulling lubricant recommended by the fiber optic cable and/or the innerduct manufacturer.

Pull conductors into conduit by hand, using pull tape as specified herein. Do not use winches or other power actuated pulling equipment. If adding new conductors or removing existing conductors; the Contractor shall remove all conductors, clean the conduit under Caltrans Section 86-2.05C, and pull all conductors in the conduit as 1 unit.

Any damaged or broken optical fiber cable shall be replaced at the Contractor's expense and at no additional compensation. Damaged SMFO shall not be repaired, reused or spliced on this project.

Fiber optic cable shall be installed without splices except where specifically allowed on the drawings and identified herein. Splices shall be permitted only as authorized in writing by the Engineer. Any midspan access splice or FDU termination shall involve only those fibers being spliced as shown on the drawings. Cable splices shall be located in splice closures within identified vaults.

A minimum of 50 feet of slack shall be provided for each fiber optic cable at each splice vault. Slack shall be divided equally on each side of the fiber optic splice closure.

The project limit SMFO cable shall be tested end to end via OTDR, Power Meter and Light Source, in accordance with EIA Optical Test Procedure 171, and wavelengths specified for the OTDR tests. The differential in test results shall not exceed 0.5 dB. Should the link loss exceed the calculated link loss, the SMFO shall be removed and replaced only between the two stipulated splice points at contractor's expense. Removal of small sections of cable and or additional splices shall not be permitted.

Payment

Payment for **Furnish and Install 72-strand SMFOC with Pull Rope and Bond Wire and for Furnish** and for **Install 12-Strand SMFOC with Pull Rope and Bond Wire** shall be considered in the unit contract price paid per length foot including full compensation for furnishing all labor, material, equipment and incidentals necessary to perform the items of work including pull tape and No. 10 green bond wire and no additional compensation will be allowed therefor.

Fiber Termination Hardware

- a. Fiber Optic Pigtails and Jumpers
- A. General: To maintain channel integrity, optical fiber patch cords and pigtails shall be fabricated to meet the performance parameters corresponding to the optical fiber cable approved product type specified below. Patch cord and pigtail plug connectors shall be equipped with boots, and shall have same colors as related optical fiber backbone cables, unless specified or indicated otherwise. Optical fiber patch cords and pigtails shall be available with the following options as specified or indicated:
 - 1. Termination types: LC/SC (unless otherwise specified)
 - 2. Connector/cable configuration: Simplex and Duplex
 - 3. Simplex patch cord outside diameters: 2.0 millimeters (0.079 inches)
 - 4. Pigtails: Tight-buffered optical fiber, 0.9 millimeters (0.035 inches) outside diameter

5. Connectors for both pigtails and jumpers shall be factory polished and meet the following parameters:

Singlemode Connectors					
Connector Type	Typical Insertion loss (dB)	Maximum Insertion loss (dB)	Typical Reflectance (dB)	Ferrule	Housing
SC UPC	0.15	0.4	< -55	Ceramic	Composite

6. Standard Jumpers shall comply with the following:
 - The jumper shall be a 2-fiber cable assembly terminated with LC duplex connectors on both ends. Jumpers shall also be available with LC duplex at one end and SC Duplex at the other end.
 - Jumper shall be available in riser and plenum. Plenum or riser requirements shall be defined in scope of work.
 - The jumper shall be constructed with a single 2 mm zip cord cable
 - Jacket color shall be yellow for single-mode assemblies and aqua for multimode 50 um OM3/OM4 assemblies.
 - Manufacturer: Corning

Full compensation for Fiber Optic Pigtails and Jumpers including furnishing all labor, material, equipment and incidentals necessary to perform the items of work shall be included in the various bid items of fiber termination hardware and no additional compensation will be allowed therefor.

b. Fiber Optic Adapter Panels

A. General Specifications

1. Rack and wall mountable connector housings shall accept an interchangeable connector panel. An adapter panel is defined as a modular removable plate containing optical fiber connector adapters.
2. Fiber optic adapter panels shall meet all requirements in this specification

B. Design Specifications: Corning LANscape CCH Adapter Panels and Pigtailed Panels

C. Physical Specifications

1. The adapter panel shall utilize a single mounting footprint and shall be interchangeable between the rack and wall mountable hardware used.
2. The panel shall be attached with two push-pull latches to allow quick installation and removal.
3. The adapter panel shall be available with industry standard single fiber and small form factor multi-fiber adapters, including the SC duplex, ST compatible, LC duplex and MTP.
4. The adapter panel shall house OS2 optical fiber.
5. Panels shall be manufactured from injection molded polycarbonate for structural integrity.
6. Panels shall be finished with a wrinkled black texture.

7. Pigtailed panel shall consist of an adapter panel as described above, factory-loaded with factory-terminated pigtails, 3 m in length. The pigtails shall be available in a variety of cable options, a MIC® Cable subunit or ribbon fiber.
8. Blank adapter panels shall be available to fill unused space within housings. The blank panels shall be manufactured from injection molded polycarbonate and shall be finished with a wrinkled black texture to match the housing. Housings shall be supplied with blank adapter panels for all available positions unless the housing is ordered with optical fiber adapters panels pre-installed. The blank panel shall be attached with at least two spring clips to allow quick installation and removal.
9. Manufacturer: Corning

c. Fiber Optic Splice Cassettes

A. General Specifications

1. Rack mountable housings shall accept an interchangeable splice cassette. A splice cassette is defined as a removable module that is capable of holding a connector panel and splice organizer for pigtail and through splicing applications.
2. Fiber optic splice cassettes shall meet all requirements in this specification

B. Design Specifications: Corning LANscape CCH Splice Cassettes

C. Physical Specifications

1. The splice cassette shall consist of a base constructed from injection-molded black plastic and a removable hinged lid or cover constructed from injection-molded tinted translucent plastic.
2. The splice cassette shall be available with pre-installed connector pigtails and panels.
3. The splice cassette shall allow one connector panel (as described in 2.3) to be installed into the base.
4. The splice cassette shall be able to hold and contain at least one meter of pigtail fiber slack on the interior floor of the base.
5. The splice cassette shall be able to hold and contain up to one meter of 2.0-3.0 mm buffer tube slack or jacketed pigtail slack (up to 24 fiber) on the exterior bottom of the base.
6. The splice cassette shall contain a pivoting (and removable) splice tray above the base in a horizontal position that rotates up into a vertical position at least 90 degrees relative to the base allowing access to the base.
 - a. The splice tray shall contain one interchangeable splice organizer capable of holding up to (24) splice heat-shrinks, routing tabs and provisions for holding a total of two meters of 250 or 900 micron fiber slack, or 12-fiber ribbon slack (includes both incoming and outgoing fiber slack) and contain slots and provisions for installing cable ties ("ty-wraps") for securing incoming and outgoing buffer tubes and/or jacketed optical fibers.
7. The splice cassette shall contain relief slots for holding up to two buffer tube transition kits on either side of the base.
8. The splice cassette shall contain two fiber retention tabs behind the connector panel location to maintain fiber below the connections and adapters in an installed connector panel.
10. The splice cassette shall contain two flexible curved tabs for grasping the cassette during installation and removal from the main connector housings.

11. The splice cassette shall contain integral slots on both sides of the cassette to hold and guide the cassette along tracks in the main connector housings.
12. The splice cassette lid/cover shall contain two retention tabs that snap onto the base and also provide slots for securing in a closed position with cable ties ("ty-wraps").
13. The splice cassette shall have a permanent U.L. label affixed that contains the following information: U.L. Listing number 41s4 (Communication Circuit Accessory), Country of Origin (for assembly) and Date and Lot number for manufacturing traceability.
14. The splice cassette shall have a permanent Part Number label affixed that contains the following information: Product description, Product part number (manufacturer's catalog number), Product serial number, Country of manufacturer, and U.S. Patent number.
15. Manufacturer: Corning

d. Fiber Optic Housings

A. General Specifications

1. Fiber Optic housings shall provide a means for securing, strain-relieving, protecting, and labeling of fiber optic cable terminations. Housings shall be available in both rack-mount and wall-mount configurations, and accept one standard adapter panel footprint for all housings.
2. Fiber optic housings shall meet all requirements in this specification

B. Design Specifications

1. Corning Closet Connector Housing (CCH), rack-mount

C. Rack-Mount Housing Specifications

1. Housings shall be designed for rack-mounted or frame-mounted applications that support conventional cross-connection and interconnection schemes as well as splicing applications.
2. Housings shall be available in 1U and 4U. One industry standard (EIA compliant) rack unit or panel height (denoted as 1U) is defined as being 44.45 mm (1.75") in height in compliance with EIA-310-D ("Cabinets, Racks, Panels, and Associated Equipment").
3. The housings shall have capacity specifications as listed below in Table 2

Table 2: Rack Mount Housing Fiber Capacity

Unit Size	Panel Capacity	Housing Fiber Capacity, using:		
		6f / panel	12f / panel	24f / panel
1U	2	12	24	48

4. The housings shall meet the design requirements of ANSI/TIA/EIA-598 and the plastics flammability requirements of UL 94 V-0.
5. The connector housings shall have a labeling scheme that complies with ANSI/TIA/EIA-606.
6. The housings shall be mountable in an EIA-310 compatible 465 or 592 mm rack.
 - a. The housings shall be mounted with a 12 cm frontal projection with the option to flush mount.

- b. The mounting brackets shall incorporate tear-drop shaped slots that allow pre-installation of the mounting screws prior to attachment of the mounting brackets to the rack or frame, by symmetric and of the same design for either side of the housing, attach to the side of the housing via screws or fasteners for the 1U, 2U, and 3U, slide into the side of the housing and attach in a “snap-on” manner via flexible retention tabs or buttons for the 4U.
- c. The 4U housing rear assembly shall be removable from the mounting brackets through depressing internal buttons on both sides of the housing and sliding the housing off of the mounting brackets.
- 7. The housings shall support cross-connection, inter-connection and/or splicing applications and routing schemes in the same housing.
 - a. The housings shall accommodate direct connectorization via connector panels as specified in 2.3.
 - b. The housings shall accommodate pigtail splicing and through splicing via interchangeable splice cassettes, as specified in 2.3.
- 8. 1U/4U Housing
 - a. The housings shall have removable top covers, front and rear doors, and a slide-out drawer or tray, and be fully accessible from the top, rear and front sides.
 - b. The housing’s slide-out tray shall provide jumper routing guides in the front to protect and manage jumpers.
 - 1) The slide-out tray shall incorporate and allow interchangeable attachment of three (3) jumper routing guides. They shall attach to either panel clip retention blocks or stackable rails. The routing guide shall incorporate an indentation on the top surface for grasping to manually assist with pulling out the sliding tray.
 - c. The front of the housing and interior slide-out tray shall be accessible via a tinted translucent door. It shall also contain jumper egress openings on both sides.
 - 1) The door shall be removable from metal hinges by removing a single screw on each side of the door.
 - d. The rear of the housings and interior slide-out tray shall be accessible via a metal door. The rear door shall incorporate pre-stamped punch-out openings that will allow fiber optic cable to enter the housing perpendicular to the rear of the housing.
 - 1) The rear door shall be removable from metal hinges by removing a single screw on each side of the door
 - e. The top of the housings shall be accessible via two slide-out top covers that converge and interface in the center of the housings via two alternating support tabs.
 - 1) The top covers shall be made from tinted translucent injection-molded plastic and incorporate pockets or slots for containing two labels cards.
 - f. The housing shall provide means for strain-relieving fiber optic cables.
 - g. External strain-relief shall be achieved through attachment of an external strain-relief bracket that attaches onto either side of the housing via two fasteners.
 - 1) The external strain-relief bracket shall be of a two-piece design that allows disassembly and reassembly such that it can be used in a universal fashion on either side of the housing and with either top or bottom cable entry into the housing.
 - h. Internal strain-relief shall be achieved through attachment of an internal strain relief bracket that mounts on the floor of the rear of the housing via retention studs and a spring-loaded plunger.

- 1) The internal strain-relief bracket be installable on either side of the rear of the housing and of a singular design for either side and be removable and its support plate shall not interfere with removal or sliding action of the interior tray.
- i. The housing's interior tray shall contain provisions for routing and maintaining fiber optic cable components, including cable sub-units and buffer tube, 900 um optical fiber, and buffer tube transition kits.
- 1) The sliding tray of the housing shall provide holes or slots for the installation (and removal) of fiber retention or slack management clips.
- 2) The sliding tray of the housing shall provide holes or slots for the installation (and removal) of transitional strain-relief clips
- 3) The sliding tray shall contain an embossed pattern that conveys the routing path that optical fiber and cable sub-units should follow in routing from cable entry to the fiber optic panels contain within the housing.
- j. Manufacturer: Corning

Payment

Payment for **Furnish and Install 1U Fiber Distribution Unit, Splice Cassette, and Jumper Cables**, including all connectors, patch cords, housing, mountings, and splicing complete shall be considered in the unit contract price paid for each bid item including full compensation for furnishing all labor, material, equipment and incidentals necessary to perform the items of work and no additional compensation will be allowed therefor.

Payment for **Furnish and Install 72-Strand Splice Closure**, including all connectors, patch cords, housing, splice trays, and splicing complete shall be considered in the unit contract price paid for each bid item including full compensation for furnishing all labor, material, equipment and incidentals necessary to perform the items of work and no additional compensation will be allowed therefor.

Test Process

- A. The City reserves the right to be present during any or all of testing. The engineer shall be notified a minimum of 48 hours prior to testing.
- B. Testing shall be of the optical link. An optical fiber link is defined as the passive cabling network between two optical cross-connects (patch panels or outlets). This includes cable, connectors and splices but does not include active components. The link test contains the representative connector loss at the patch panel associated with the mating of patch cables but does not include the performance of the connector at the equipment interface.
- C. All cabling not tested strictly in accordance with these procedures shall be retested at no additional cost to the City.
- D. 100% of the installed cabling must be tested. All tests must pass acceptance criteria defined in this test specification.
- E. Either the test equipment shall be fully charged prior to each day's testing or a fresh set of batteries shall be brought to the job site.

a. General

Testing shall include the tests on elements of the passive fiber optic components:

- (1) At the factory,
- (2) After delivery to the project site but prior to installation and,
- (3) After installation.
- (4) Other:
 - A. Testing the existing fiber optic communication system

The Contractor shall provide all personnel, equipment, instrumentation and materials necessary to perform all testing. The Engineer or his/her assigned representative shall be notified two working days prior to all field tests. The notification shall include the exact location or portion of the system to be tested.

A minimum of 15 working days prior to arrival of the cable at the site, the Contractor shall provide detailed test procedures for all field-testing for the Engineer or his/her assigned representative's review and approval. The procedures shall identify the tests to be performed and how the tests are to be conducted. Included in the test procedures shall be the model, manufacturer, configuration, calibration and alignment procedures for all proposed test equipment.

Documentation of all test results shall be provided to the Engineer or his/her assigned representative within 5 working days after the test is completed.

b. Factory Testing

Documentation of compliance with the fiber specifications as listed in the fiber characteristics table shall be supplied by the original fiber manufacturer. Before shipment, but while on the shipping reel, 100 percent of all fibers shall be tested for attenuation. Copies of the results shall be attached to the cable reel in a waterproof pouch and submitted to the Contractor and to the Engineer or his/her assigned representative.

c. Arrival On-Site

The cable and reel shall be physically inspected on delivery and the attenuation shall be measured for 100 percent of the fibers. The failure of any single fiber in the cable to comply with these Technical Specifications provisions is cause for rejection of the entire reel. Test results shall be recorded, dated, compared and filed with the copy accompanying the shipping reel in a weather proof envelope. Attenuation deviations from the shipping records of greater than 5 percent shall be brought to the attention of the Engineer or his/her assigned representative. The cable shall not be installed until completion of this test sequence and the Engineer or his/her assigned representative provides written approval. Copies of traces and test results shall be submitted to the Engineer or his/her assigned representative. If the test results are unsatisfactory, the reel of fiber optic cable shall be considered unacceptable and all records corresponding to that reel of cable shall be marked accordingly. The unsatisfactory reels of cable shall be replaced with new reels of cable at the Contractor's expense. The new reels of cable shall then be tested to demonstrate acceptability. Copies of the test results shall be submitted to the Engineer or his/her assigned representative.

d. After Cable Installation

After the fiber optic cable has been pulled but before breakout and termination, 100 percent of all the fibers shall be tested with an OTDR for attenuation. Test results shall be recorded,

dated, compared and filed with the previous copies of these tests. Copies of traces and test results shall be submitted to the Engineer or his/her assigned representative. If the OTDR test results are unsatisfactory, the F/O cable segment will be unacceptable. The unsatisfactory segment of cable shall be replaced with a new segment, without additional splices, at the Contractor's expense. The new segment of cable shall then be tested to demonstrate acceptability. Copies of the test results shall be submitted to the Engineer or his/her assigned representative.

Singlemode fibers shall be tested at 1310 nm and 1550 nm. Attenuation readings for each direction shall be recorded on the cable data sheet.

e. Outdoor Splices

At the conclusion of all outdoor splices at one location, and before they are enclosed and sealed, all splices shall be tested with the OTDR, in both directions. Splices in segments shall be tested at 1310 nm and at 1550 nm. Individual fusion splice losses shall not exceed 0.10 dB. Measurement results shall be recorded, dated, validated by the OTDR trace printout and filed with the records of the respective cable runs. Copies of traces and test results shall be submitted to the Engineer or his/her assigned representative. If the OTDR test results are unsatisfactory, the splice shall be unacceptable. The unsatisfactory splice shall be replaced at the Contractor's expense. The new splice shall then be tested to demonstrate acceptability. Copies of the test results shall be submitted to the Engineer or his/her assigned representative.

f. Distribution Interconnect Package Testing and Documentation

All the components of the passive interconnect package (FDUs, pigtails, jumpers, couplers and splice trays) as shown on the plans and in these Technical Specifications shall comprise a unit from a manufacturer who is regularly engaged in the production of the fiber optic components.

In developing the distribution interconnect package, each SC or LC termination (pigtail or jumper) shall be tested for insertion attenuation loss with the use of an optical power meter and light source. In addition, all single mode terminations shall be tested for return reflection loss. These values shall meet the loss requirements specified earlier and shall be recorded on a tag attached to the pigtail or jumper.

Once assembly is complete, the manufacturer shall visually verify that all tagging, including loss values, is complete. Then as a final quality control measure, the manufacturer shall do an "end to end" optical power meter/light source test from pigtail end to jumper lead end to assure continuity and overall attenuation loss values.

The final test results shall be recorded, along with previous individual component values, on a special form assigned to each FDU. The completed form shall be dated and signed by the Manufacturer's Quality control supervisor. One copy of this form will be attached in a plastic envelope to the assembled FDU unit. Copies will be provided separately to the Contractor and to the Engineer or his/her assigned representative, and shall also be maintained on file by the manufacturer or supplier.

g. System Verification at Completion

OTDR Testing. Once the passive cabling system has been installed and is ready for activation, 100 percent of the fiber links shall be tested with the OTDR for attenuation. Print out shall include at least link number, fiber color, buffer color and cable number. Test results shall be recorded, dated, compared and filed with previous copies. A hard copy printout and an electronic copy of the traces and test results along with a licensed copy of the associated software on a CD format disk shall be submitted to the Engineer or his/her assigned representative. If the OTDR test results are unsatisfactory the link shall be replaced at the Contractor's expense. The new link shall then be tested to demonstrate acceptability. Copies of the test results shall be submitted to the Engineer or his/her assigned representative.

Power Meter and Light Source. At the conclusion of the final OTDR testing, 100 percent of all fiber links shall be tested end to end with a power meter and light source, in accordance with EIA Optical Test Procedure 171 and in the same wavelengths specified for the OTDR tests. These tests shall be conducted in both directions. Test results shall be recorded, compared and proven to be within the design link loss budgets, and filed with the other recordings of the same links. Test results shall be submitted to the Engineer or his/her assigned representative.

Cable Verification Worksheet. The Contractor shall provide Cable Verification Worksheets for 100 percent of all links in the fiber optic system, using the data gathered during cable verification. The completed worksheets shall be included as part of the system documentation.

Test Failures. If the link loss measured from the power meter and light source exceeds the calculated link loss, or the actual location of the fiber ends does not agree with the expected location of the fiber ends (as would occur with a broken fiber), the fiber optic link will not be accepted. The unsatisfactory segments of cable, or splices shall be replaced with a new segment of cable or splice at the Contractor's expense. The OTDR Testing, power meter and light source testing and Cable Verification Worksheet shall be completed for the repaired link to determine acceptability. Copies of the test results shall be submitted to the Engineer or his/her assigned representative. The removal and replacement of a segment of cable shall be interpreted as the removal and replacement of a single contiguous length of cable connecting two splices, two connectors or one splice and one connector. The removal of only the small section containing the failure and therefore introducing new unplanned splices will not be allowed.

- h. Standards Compliance and Test Requirements
 - 1. Unless otherwise specified, multimode and single mode fiber cable must meet the transmission performance parameters as specified in ANSI/TIA-568.3-D.
 - 2. Testing of installed Singlemode fiber cable
 - a. Link attenuation shall be tested in accordance with ANSI/TIA-568.3-D. Reference measurements shall be made in accordance with one jumper reference method or equivalent. Optical Loss shall be measured on each fiber at 1310 nm.
 - b. Link length shall be optically measured or calculated using cable sheath length markings.
 - c. Cabling shall meet the following loss and length criteria. Single-mode fiber is typically used in backbone cabling between telecommunications rooms, entrance facilities, and equipment

rooms within or between buildings. It includes the cross connect connectors and splices (if any).

d. Singlemode Link criteria:

- 1) Attenuation 1310 nm: fiber length (km) x .34 dB/km
+ number connector pairs x 0.5 dB
+ number of splices x 0.10 dB
- 2) Length: less than 5000 m (16,400 ft)
- 3) Attenuation 1550 nm: fiber length (km) x .22 dB/km
+ number connector pairs x 0.5 dB
+ number of splices x 0.10 dB
- 4) Length: less than 5000 m (16,400 ft)

i. Documentation

1. Test reports shall be submitted in electronic format.
2. Electronic reports are to be submitted in PDF and one hard copy (bound or binder format). PDF and hard copy shall contain the software required to view test results. Electronic reports must be accompanied by a Certificate signed by an authorized representative of the Cabling Contractor warranting the truth and accuracy of the electronic report. Certificate must reference traceable circuit numbers that match the electronic record.
3. Test reports shall include the following information for each cabling element tested:
 - a. Actual measured and maximum allowable attenuation (loss) at the specified wavelengths per section above, and the margin. An individual test that fails the link criteria shall be marked as FAIL.
 - b. Reference method.
 - c. Number of mated connectors and number of splices (if any).
 - d. Actual length and maximum allowable length per Section above. Any individual test that fails the link length criteria shall be marked as FAIL.
 - e. Group refractive index (GRI) for the type of fiber tested, if length was optically measured.
 - f. Tester manufacturer, model, serial number and software version.
 - g. Circuit ID number and project/job name. The patch panel / cable label identifier shall be used to designate the circuit I.D.
 - h. Link criteria (Autotest) used.
 - i. Overall pass/fail indication.
 - j. Date and time of test.
4. Test reports shall be submitted within 5 business days of completion of testing.

j. Test Equipment

1. Test equipment used under this contract shall be from manufacturers that have a minimum of 5 years of experience in producing field test equipment. Manufacturers must be ISO 9001 certified.
2. All test tools of a given type shall be from the same manufacturer, and have compatible electronic results output.
3. Test equipment shall be capable of measuring relative or absolute optical power in accordance with TIA-568-C.0.
4. Test equipment shall not include the loss or length of the test jumpers in the cable plant measurements.
5. Multimode test equipment shall incorporate both 850 nm and 1300 nm sources in same unit. Singlemode test equipment shall incorporate both 1310 nm and 1550 nm sources in same unit.

6. Sources and meters shall automatically synchronize wavelengths to prevent calibration-related errors.
7. Test equipment shall store at least 100 tests in internal memory.
8. Test equipment shall employ a serial port to facilitate uploading of saved information from tester to PC.
9. The time-of-flight methodology (“Characterized to a certain degree with one single scan along its length with two probes.”) shall be employed when optically measuring fiber length.
10. Test equipment capable of measuring a Tx/Rx fiber pair simultaneously is recommended to enhance productivity.

k. Acceptance

1. Once all work has been completed, test documentation has been submitted, and the Owner is satisfied that all work is in accordance with contract documents, the Owner shall notify Cabling Contractor in writing of formal acceptance of the system.

l. I. Acceptance Requirements

1. The Cabling Contractor must warrant in writing that 100% of the installation meets the requirements as specified in this test specification.
2. The Owner reserves the right to conduct, using Cabling Contractor equipment and labor, a random retest of up to five (5) percent of the cable plant to confirm documented results. Any failing cabling shall be retested and restored to a passing condition. In the event more than two (2) percent of the retested cable plant fails during retest, the entire cable plant shall be retested and restored to a passing condition at no additional cost to the Owner.
3. Acceptance shall be subject to completion of all work, successful post installation testing which yields 100% PASS rating, and receipt of full documentation as specified in this test specification.

m. Warranty

1. The Cabling Contractor shall warrant Installation against all product defects, and that all approved cabling components meet or exceed the requirements of this document.

Full compensation for fiber splicing and testing including furnishing all labor, material, equipment and incidentals necessary to perform the items of work shall be included in the bid item of **Fiber Splicing and Testing** and no additional compensation will be allowed therefor.

CONDUIT

Conduit shall conform to the provisions in Section 86-1.02B, "Conduit and Accessories", and Section 87-1.03B, "Conduit Installation", of the State Standard Specifications, and these Technical Specifications.

Material

Rigid non-metallic conduits conforming to the requirements in UL Publication 651 for Rigid Non-metallic Conduit (PVC Schedule 80) shall be used, except where High Density Polyethylene (HDPE) conduit is required per plan. HDPE shall be the smooth wall type packaged in continuous

lengths for fast installation with minimal joints. HDPE conduit shall conform to ASTM D1248, D3035 and NEMA standards publication TC- 2, TC-7.

Galvanized rigid steel conduit shall be used for bridge crossings, and conduit entering foundations only, as shown on project plans. Galvanized rigid steel conduit shall be the rigid metallic type with zinc coating meeting the testing requirements established by ASTM Designation: A239.

Kevlar High Strength Conduit Measuring Tape, 3/4" tape 2,500lb tensile strength (or approved equivalent), shall be included within all HDPE, PVC and Galvanized Rigid conduits at the time of installation. Contractor's personnel shall be stationed at each controller cabinet, splice vault and pull box through which the cable is to be pulled to lubricate and prevent kinking or other damage. One pull tape shall be provided end to end per conduit run.

A new bare #10 ground wire shall be included in all underground conduit segments. A new bare #10 ground wire shall be spliced together and connected to the "equipment ground bus" bar inside the controller cabinet for all new HDPE/PVC conduit segments. Compensation for furnishing and installing a new bare #10 wire shall be considered as included in the unit price per length foot for the installation of new conduit or the installation fiber optic cable as shown on plans, and no additional compensation will be made therefor.

When existing conduit runs are to be modified, or extended, the material and size of the new conduit shall be the same as the existing conduit. Existing underground conduit being incorporated into a new system shall be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air.

Except as otherwise noted, all conduits shall have their ends sealed with commercial preformed plugs which prevent the passage of gas, dust, and water into these conduits. Sealing plugs shall be installed within each splice vault, pull box, cabinet, or building.

a. Installation

All new conduit shall be installed via Horizontal Directional Drilling unless otherwise approved by the Engineer.

Conduit runs are shown schematically in the desired locations. Field conditions at the time of construction may dictate minor changes to facilitate the Contractor's work. Such minor changes will not constitute extra work. Actual installation shall be done in the most direct manner or as directed by the Engineer.

For directional bore method, North American Society of Trenchless Technology (NASTT) HDD Good Practices Guidelines shall be used in all HDD operations. While performing Directional Drilling and Trenching Operations for the avoidance of existing utilities and below ground structures Common Ground Alliance (CGA) Best Practices shall be followed. The Contractor shall also conform to Section 87-1.03B(5), "Conduit Installation by the Jack and Drill Method", of the State Standard Specifications. Not all utilities or structures have been shown on the plans but those readily available through agency request have been identified to the best of our ability. Specific locations and field conditions are anticipated to change as these utilities are physically identified. It is the Contractors responsibility to use best practices when drilling for drilling fluid containment, clean up and disposal in accordance with all local and

state laws and environmental practices. Daily clean-up of fluids and mud is expected during the project. All bore pits, trench dimension and backfill shall comply with the trench compaction requirements per the City standard “Trench Detail” requirements.

Any disturbance to the existing surface including, but not limited to roadway, landscape, and sidewalk shall be restored and/or replaced in kind per the City requirements. Restoration shall include, but not be limited to, the replacement of any damaged sidewalk, landscape planting, landscape irrigation systems, and pavement or pavement striping which is disturbed by the Contractor’s operations in the course of work.

All existing surfaces, whether asphaltic or concrete, Portland Cement concrete, stamped concrete, decorative pavement, pavers, permanent fencing and barriers, landscape material such as turf, trees, shrubs, gravel, etc., or other, shall, after construction, be restored to a condition at least equal to that which existed prior to construction.

b. Open Trench

All open trench and excavation operation shall conform to the City’s “Trench Detail” requirement, including the trench details shown on plans and per the City standard plans or drawings, and these Special Provisions.

All conduit runs shall be installed by approved boring, jacking or drilling methods.

Trenching shall only be allowed as authorized by the Engineer. After two failed attempts to directional bore conduit, due to rock or other unavoidable obstructions, as verified by the Inspector; the Contractor may use Section 87-1.03B(6), “Conduit Installation by the Trenching-In-Pavement Method”, of the State Standard Specifications or the City standard “Trench Detail” requirements.

PVC conduit shall be installed in open trenches and in pavement trenches whose edges have been sawcut, except in the vicinity of pull boxes or splice vaults where it may be bored in pre-drilled, augured or air-blown holes. Generally, trenches should be a minimum four inches wide. Where trenching occurs within Portland Cement Concrete, a 24-inch wide section of roadbed whose edges have been sawcut shall be removed.

Any disturbance to the existing surface including, but not limited to roadway, landscape, and sidewalk shall be restored and/or replaced in kind per the City requirements. Restoration shall include, but not be limited to, the replacement of any damaged sidewalk, landscape planting, landscape irrigation systems, and pavement or pavement striping which is disturbed by the Contractor’s operations in the course of work.

All existing surfaces, whether asphaltic or concrete, Portland Cement concrete, stamped concrete, decorative pavement, pavers, permanent fencing and barriers, landscape material such as turf, trees, shrubs, gravel, etc., or other, shall, after construction, be restored to a condition at least equal to that which existed prior to construction.

c. Installation in Roadways

Communications conduit, and traffic signal conduits shall be installed at a consistent depth throughout a block with minimum cover of 36 inches, unless otherwise specified on the Plans and per specified per agency requirement.

Where there is no gutter, the trench shall be at 36 inches from the existing or future curb face (which will accommodate the construction of a 24-inch wide gutter in the future), or as shown otherwise on the project plans. Removal and replacement of all pavement between the trench and the edge of the existing pavement shall be done at the discretion of the Engineer.

Asphalt concrete pavement resurfacing shall conform to the City standard "Trench Detail" requirement or applicable sections of the Greenbook Standard Specifications/Plans or the State Standard Specifications/Plans.

It is desirable to maintain a straight alignment. Routing of a conduit at a bus pad or at any other protrusions beyond the gutter edge must be approved by the Engineer. It should be noted that some installations might require locations in back of the curb. Locations where conduits are within one foot vertically and two feet horizontally from, or otherwise in conflict with, existing utilities will not be permitted.

All existing surfaces, whether asphaltic or concrete, Portland Cement concrete, stamped concrete, decorative pavement, pavers, pavement striping or other, shall, after construction, be restored to a condition at least equal to that which existed prior to construction per the City requirements.

d. Installation in Parkways/Sidewalks

All conduit installations in parkways either open trench or directional bore, shall have a minimum depth of 24-inch.

All existing improvements in parkways, including landscaping and sprinklers, shall be protected from damage or restored to pre-construction condition. Full compensation for this work shall be considered as included in the price bid for other items of work and no additional compensation will be allowed therefor.

e. Backfill

Backfill in pipe zone and bore pits shall be clean sand or pea gravel. The remaining backfill may be a one-sack sand-Portland Cement slurry mix or 3/4" crushed miscellaneous base (CMB) at the discretion of the Engineer.

All backfill shall comply per the City standard "Trench Detail" requirements and the Greenbook Standard Specifications for Public Works Construction.

f. Measurement

The measurement for conduit shall be in length feet on horizontal plane only, between two structures (such as foundations, pull boxes, splice vaults, etc.), and shall take into account of the bending radii and all additional length required within each structure. No additional payment is allowed for conduit bends (bending radii).

Payment

Payment for **Furnish and Install 3” PVC Conduit** shall be at the contract bid item price paid per linear foot including full compensation for furnishing all labor, material, equipment and incidentals necessary to perform the items of work, and no additional compensation will be allowed therefor.

IP NETWORKING EQUIPMENT

The Ethernet IP communications network system shall include hardened managed Ethernet Edge switches, SFP modules, network video encoders, CAT6 cable, patch cords, chassis, power supplies, connector module housings, couplers, drop cables, all necessary wiring, cables, and connectors.

The proposed IP networking hardware (e.g. managed Ethernet switches) supplied by the Contractor shall be fully installed, configured, integrated, tested and commissioned to the manufacturer's specifications, these Special Provisions.

The Contractor shall coordinate with City Public Works for existing traffic signal/wireless IP schema.

The networking equipment shall be configured to support simultaneous transmission of traffic signal data and video streaming (via traffic signal controllers/video detection cameras) from all roadside devices to the TOC location. Contractor and equipment manufacturer shall instruct those involved in City operation and maintenance on how to set data rates, make configuration changes or provide for operations and maintenance. In-field electrical or optical adjustments shall not be required for these units. Managed, hardened networking equipment shall include the following (or approved equal):

- a. Industrial Ethernet Edge Switch – **MOXA (8) 10/100/1000TX + (4) 100/1000FX Managed Ethernet Switch** (Installed inside traffic signal cabinets)

Model # **EDS-G512E-4GSFP-T** (Edge)

› 8 10/100BASE-T(X) Ports and 4 100/1000 SFP ports

› Designed to meet full compliance with the environmental requirements (ambient operating temperature, mechanical shock, vibration, humidity with condensation, high-line/lowline voltage conditions and transient voltage protection) of NEMA TS-1/ TS-2 Specification for Traffic Signal Control Equipment.

› Operating Temperature: -40° C to +75° C.

› SNMP v1/v2c/v3, RMON & IEEE 802.1Q VLAN for secure network

› HTTPS/SSH protocol for enhanced network security

› Turbo Ring and Turbo Chain (recovery time < 50 ms @ 250 switches), RSTP/STP, and MSTP for network redundancy

› Supports MXstudio for easy, visualized industrial network management

› Rigid aluminum housing design provides for DIN-Rail or wall mounting

› 5-year Warranty

All networking hardware shall be supplied with appropriate rated power supply for use within a hardened environment.

Industry standard SFP's (Small Form-Factor Pluggable) shall be included in all switches to the extent that the required data communication can occur. All SFP's shall be supplied by the same manufacturer of the switch. All fiber network switch SFPs shall all be rated for single mode 1310nm/1550nm duplex operation with 10km operational distance rating (minimum), hardened type. **MOXA model # SFP-1GLXLC-T** (or approved equal).

Payment

Payment for **Furnish and Install Moxa EDS-G512E Field Ethernet Switch**, including all power supplies and patch cords complete shall be considered in the unit contract price paid for each bid item including full compensation for furnishing all labor, material, equipment and incidentals necessary to perform the items of work and no additional compensation will be allowed therefor.

Payment for **Furnish and Install Dual SFP Module**, shall be considered in the unit contract price paid for each bid item including full compensation for furnishing all labor, material, equipment and incidentals necessary to perform the items of work and no additional compensation will be allowed therefor.

AS-BUILT PLANS

The Contractor shall maintain on the job site, a set of full-size black-line prints only, to which the Engineer shall have access at all times.

The Plans, Specifications, and other Contract Documents will govern the project. The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

While it is believed that much of the project will be shown on the Plans or indicated in the Specifications, this does not warrant the completeness or accuracy of such information. The Contractor is required to submit to the Engineer "as-built" prints, prior to the City's accepting the installations. The prints shall indicate in red all deviations from the contract plans such as location number of fiber optic cable, pull boxes and runs, depths of conduit, number of conductors and other appurtenant work for future references.

The Contractor shall ascertain the existence of any conditions affecting the cost of the project which would have been disclosed by a reasonable examination of the site.

On these plans, the Contractor shall mark all as-built conditions, locations, configurations, and other details which may vary from the details represented on the original drawings. This master

record of as-built conditions, including all revisions made necessary by Addenda, Change Orders, and the like, shall be maintained up to date during the progress of the work.

In the case of those drawings which are superseded by final shop drawings, the as-built drawings shall be updated by indicating how those portions are superseded.

Upon completion of the work and prior to final acceptance, legible, as-built drawings shall be turned over to the Engineer in electronic format.

Payment

The contract lump sum price or prices paid for **As-Built Plans** shall include full compensation for all labor, materials, equipment and incidentals to provide a complete set of As-Built Plans as required in the Contract Specifications, and as directed by the Engineer, and no additional compensation will be made therefor.

MyCity TMS SERVER

The Contractor shall furnish and install new Windows 11 CPU within City Hall as directed by the City Engineer and shall purchase and install SWARCO McCain MyCity TMS software with a 1-year license.

The Contractor shall be responsible for transferring all existing devices currently communicating over the City's QuickNet server to the new MyCity TMS server.

Payment

The contract lump sum price paid for **"Furnish and Install MyCity TMS Server" (Additive Alternate B)** shall include full compensation for all labor, materials, equipment and incidentals to provide a fully functional central TMS server to the satisfaction of the Engineer and no additional compensation will be made therefor.

END OF SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS

CONSTRUCTION MATERIALS

All construction materials for this contract shall conform to Part 2 – Construction Materials of The “Green Book” Standard Specifications for Public Works Construction (2015 edition), with the following changes and/or additions, unless indicated otherwise:

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1.1.1 General

ADD THE FOLLOWING PARAGRAPH:

The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmasters certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design shall be rejected and removed from the project site.

201-1.1.2 Table 201-1.1.2(A)

DELETE THE ENTIRE TABLE AND SUBSTITUTE THE FOLLOWING:

Except as otherwise specified, all PCC used on this project shall be Class 385-CW-28 (650-CW-4000) with a maximum slump of 100mm (4 in) for all PCC and with the exact mix proportions being determined by the Contractor except for trench backfill slurry, air-placed Concrete-Method B, and as specified by the Engineer.

TECHNICAL SPECIFICATIONS CONSTRUCTION METHODS

All construction methods for this contract shall conform to Part 3 – Construction Methods of The “Green Book” Standard Specifications for Public Works Construction (2015 edition), with the following changes and/or additions, unless indicated otherwise:

END OF TECHNICAL SPECIFICATIONS

BID DOCUMENTS

PROPOSAL BID FORM

TO THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF EL CENTRO:

The undersigned hereby declares that he has carefully examined the location of the proposed work that he has examined the plans and specifications and read the accompanying instructions to bidders and hereby proposes to furnish all material except owner furnished materials, and do all work required to complete the said work in accordance with said plans and specifications and special provisions for the unit prices set forth in the following schedule. The bidder shall furnish prices for all items shown in the proposal.

PROJECT BID SCHEDULE

BID ITEMS

BASE BID

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization and Demobilization	1	LS	\$ _____	\$ _____
2	Traffic Control and Public Safety	1	LS	\$ _____	\$ _____
3	Fiber Splicing and Testing	1	LS	\$ _____	\$ _____
4	Furnish and Install Model 2070LX Controller Assembly	5	EA	\$ _____	\$ _____
5	Furnish and Install 2010ECIip Conflict Monitor Unit	4	EA	\$ _____	\$ _____
6	Furnish and Install Moxa EDS-G512E Field Ethernet Switch	7	EA	\$ _____	\$ _____
7	Furnish and Install Dual SFP Module	16	EA	\$ _____	\$ _____
8	Furnish and Install 1U Fiber Distribution Unit, Splice Cassette, and Jumper Cables	7	EA	\$ _____	\$ _____
9	Furnish and Install #6 Pull box with One Extension	6	EA	\$ _____	\$ _____
10	Furnish and Install #6 Pull box with Two Extensions	6	EA	\$ _____	\$ _____

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
11	Intercept existing conduit. Furnish and Install #6 Pull Box with Two Extensions in Existing Conduit Run	1	EA	\$ _____	\$ _____
12	Furnish and Install 3" PVC Conduit	3,300	LF	\$ _____	\$ _____
13	Furnish and Install 72-strand SMFOC with Pull Rope and Bond Wire	9,150	LF	\$ _____	\$ _____
14	Furnish and Install 12-strand SMFOC with Pull Rope and Bond Wire	660	LF	\$ _____	\$ _____
15	Furnish and Install 72-strand Splice Enclosure	7	LF	\$ _____	\$ _____
16	Furnish and Install 3" RMC Conduit, 3" RMC Conduit Riser at Cabinet, and 3" Type LB Conduit Body into Cabinet	2	EA	\$ _____	\$ _____

Total Base Bid is: \$ _____

ADDITIVE BID A

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
17	Remove and Salvage Existing Video Detection Equipment and Cabling. Furnish and Install New Iteris Vantage Hybrid Detection System Complete (4 approaches)	5	EA	\$ _____	\$ _____

Total Additive Bid A is: \$ _____

ADDITIVE BID B

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
18	Furnish and Install new Transparency Server	1	LS	\$ _____	\$ _____

Total Additive Bid B is: \$ _____

Total Base Bid (consisting of the sum of items 1 through 16) is:

\$ _____

(Amount of Total Bid written numerically as Dollars and Cents, in US Dollars)

\$ _____

(Amount of Total Bid written in words as Dollars and Cents, in US Dollars)

TOTAL BID (consisting of the sum of Total Base Bid, Total Additive Bid A, and Total Additive Bid B) is:

\$ _____

(Amount of Total Bid written numerically as Dollars and Cents, in US Dollars)

\$ _____

(Amount of Total Bid written in words as Dollars and Cents, in US Dollars)

NOTE: TOTAL BID WILL BE USED TO DETERMINE LOW BIDDER

The above bid, submitted above by a qualified prospective bidder, both in numerical form and written in words, shall constitute the Total Bid for this proposed project. The prospective bidder is responsible to place the amount bid for each and every one of the above items 1 through 69. Following receipt of sealed bids, the City of El Centro shall numerically add the amounts bid for all items 1 through 69. The amount of the Total Bid written in words shall be interpreted as a confirmation of the intent of the prospective bidder in preparing the Total Bid. The numerical sum of all bid items 1 through 69 as derived by the City shall be considered the correct Total Bid, in case an addition error has been made by the prospective bidder. The above Total Base Bid (including Alternatives, if selected) shall be the basis on which the Lowest Responsible Bid shall be selected by the City of El Centro for the proposed project.

1.00 – The undersigned hereby acknowledges the receipt of the following addendum (a):

None _____; No. 1 _____; No. 2 _____; No. 3 _____; No. 4 _____; No. 5 _____

2.00 – The undersign hereby certifies that this proposal/bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation.

3.00 – The undersigned hereby accepts on the behalf of his firm all provisions and requirements of the contract documents, including but not limited to those related to time of completion and liquidated damages.

4.00 – The undersigned hereby certifies that they are authorized representative of the firm on whose behalf this proposal/bid is submitted and that they are acting at the direction and with the required approval of said firm, which is identified as follows:

Name of firm:

Address of firm: _____

Telephone Number: () Fax Number: ()

Contractor's License Type:
Number: _____

Signed: _____ Date: _____

END OF PROPOSAL BID FORM

Exhibit 12-B: Bidder's List of Subcontractor - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number)		Annual Gross Receipts
				DIR Reg Number		
NAME						< \$1 million
						< \$5 million
						< \$10 million
City, State						< \$15 million
						Age of Firm in years
NAME						< \$1 million
						< \$5 million
						< \$10 million
City, State						< \$15 million
						Age of Firm in years
NAME						< \$1 million
						< \$5 million
						< \$10 million
City, State						< \$15 million
						Age of Firm in years
NAME						< \$1 million
						< \$5 million
						< \$10 million
City, State						< \$15 million
						Age of Firm in years
NAME						< \$1 million
						< \$5 million
						< \$10 million
City, State						< \$15 million
						Age of Firm in years
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City, State						< \$15 million
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						< \$10 million
City, State						< \$15 million
						Age of Firm in years
NAME						< \$1 million
						< \$5 million
						< \$10 million
City, State						< \$15 million
						Age of Firm in years
NAME						< \$1 million
						< \$5 million
						< \$10 million
City, State						< \$15 million
						Age of Firm in years

Exhibit 12-B: Bidder's List of Subcontractor - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number			Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
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							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code §10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____ has not _____ been convicted within the preceding three (3) years of any offenses referred to in that

section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code §1101, with any public entity, as defined in Public Contract Code §1100, including the Regents of the University of California or the Trustees of the California State University. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in §10285.1.

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes_____No _____

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

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code §10232, the Contractor hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
County of Imperial) ss

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106,

_____, being first duly sworn, deposes and says that he or she is
_____ of _____ the party making the foregoing
bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation, that the bid is genuine and not collusive or
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a
false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with
any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the
bidder has not in any manner, directly or indirectly, sought by agreement, communication, or
conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead,
profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage
against the public body awarding the contract of anyone interested in the proposed contract; and
that all statements contained in the bid are true; and further, that the bidder has not directly, or
indirectly, submitted his/her/its bid price or any breakdown thereof, or the contents thereof, or
divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation,
partnership, company association, organization, bid depository, or to any member or agent thereof
to effectuate a collusive or sham bid.

Date: _____

Contractor's Name

Contractor's Signature

Title

END OF NONCOLLUSION AFFIDAVIT

**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].

Name

Signature

Title

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

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

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federally-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The prospective participant also agrees by submitting his bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed one hundred thousand dollars (\$100,000) and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable _____
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form – LLL Rev. 09-12-97

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub awardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if

different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by thereporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form; print his name title and telephone number.

Public reporting burden for this collection of information is estimated to average thirty (30) minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

BID AGREEMENT

The undersigned agrees that this bid may not be withdrawn within a period of ninety (90) days from the opening thereof, and further agrees that in case of default in executing the required contract with necessary bonds with the ten (10) days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of El Centro, California.

The certified or cashier's check, cash deposit or bid bond accompanying this proposal is in the amount of ten percent (10%) or more of the aggregate amount of this bid.

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

IMPORTANT NOTICE

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

The undersigned is licensed in accordance with the Laws of the State of California,

License No. _____ Classification(s) _____

ADDENDA This Proposal is submitted with respect to the changes to the contract included in addenda Number(s) _____ (Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

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

Date: _____



Signature and Title of Bidder

Company Name _____

Business Address _____

Place of Business _____

Telephone Number _____

Fax Number _____

END OF BID AGREEMENT

**CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS**

BIDDER'S BOND

We, _____
_____ as Principal, and

_____ as Surety are bound unto the City of El Centro, State of California, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including actual costs and reasonable attorneys' fee to be fixed by the court.

Dated: _____, 20__.

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City/County of _____ss

On this _____ day of _____ in the
year 20__ before me

_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of , and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

END OF BIDDER'S BOND

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CONSTRUCTION AGREEMENT

CITY OF CENTRO, CALIFORNIA

THIS AGREEMENT, is dated as of the _____ day of _____, in the year 20_____, by and between the City of El Centro, (“OWNER”), and _____ (“CONTRACTOR”)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK indicated in OWNER’s Contract Documents entitled
“IMPERIAL AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT”

The WORK is generally described as follows:

This project involves installing new equipment, and software to provide traffic signal upgrades in order for six (6) existing signal lights located along Imperial Ave. at Ocotillo Dr., Pepper Dr, Ross Ave., Hamilton Ave, State St., and Main St.; and one (1) HAWK signal located at the intersection of Imperial Ave and Holt Ave. to have synchronization capabilities. The six (6) existing signal lights located along Imperial Ave. at Ocotillo Dr., Pepper Dr, Ross Ave., Hamilton Ave, State St., and Main St.; and one (1) HAWK signal located at the intersection of Imperial Ave and Holt Ave. shall all be interconnected with fiber optic. The Imperial Ave. & Main St. signalized intersection is equipped with a transmitter to communicate with the existing master computer at the City of El Centro Public Works Yard.

ARTICLE 2. CONTRACT TIME.

The WORK will be completed within ninety (90) working days after the commencement of date stated in the Notice to Proceed.

ARTICLE 3. LIQUIDATED DAMAGES.

OWNER and CONTRACTOR recognize time is of the essence of this Agreement and OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Section 1-22 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay OWNER one thousand dollars (\$1,250) for each day, or portion thereof, that expires after the time specified in Article 2 herein.

ARTICLE 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule(s) and subject to the provisions for progress payments.

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Section 1-29 of the General Conditions.

ARTICLE 6. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement and the following attachments to : this Agreement.

- 6.1 Invitation for Bids/ Advertisement.
- 6.2 Bid Requirements.
- 6.3 General Conditions
- 6.4 Supplemental General Conditions (State)
- 6.5 Specifications
- 6.6 Special Provisions
- 6.7 Job Quantities
- 6.8 Bid Form
- 6.9 Bid Bond
- 6.10 Equal Employment Opportunity Certification
- 6.11 Public Contract Code Section 10285.1 Statement
- 6.12 Public Contract Code Section 10162 Questionnaire
- 6.13 Public Contract Code Section 10232 Statement
- 6.14 Debarment and Suspension Certification
- 6.15 Non-lobbying Certification
- 6.16 Disclosure of Lobbying Activities
- 6.17 This Section Intentionally Left Blank
- 6.18 This Section Intentionally Left Blank
- 6.19 This Section Intentionally Left Blank
- 6.20 This Section Intentionally Left Blank

- 6.21 Bid Agreement
- 6.22 Agreement
- 6.23 Faithful Performance Bond
- 6.24 Labor and Material Bond
- 6.25 Workers' Compensation Insurance Certification
- 6.26 Subcontractor's Listing
- 6.27 Noncollusion Affidavit
- 6.28 Drug and Alcohol Testing Requirements
- 6.29 Corporate Certification or Partnership Information
- 6.30 Contractor's Certification of Qualification for License Classification
- 6.31 Federal-aid Project Special Provisions
- 6.32 State Prevailing Wages
- 6.33 Federal Prevailing Wages
- 6.34 Plan Sheets titled "IMPERIAL AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT"

There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended by Change Order as provided in Section 1-23 of the General Conditions. To the extent this Agreement conflict with the provisions of other documents, the provisions of this Agreement shall apply.

ARTICLE 7. ASSIGNMENT.

No assignment by a party hereto of any rights or obligations under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought

to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

ARTICLE 8. 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.]

ARTICLE 9. 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. See a copy of Section 22300, attached.

ARTICLE 10. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

In addition to the provisions of any other indemnification, CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, 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's 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 Indemnatee. 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.

ARTICLE 11. 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 posted at _____ and 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.

ARTICLE 12. 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.

ARTICLE 13. 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.

ARTICLE 14. 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.

ARTICLE 15. 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;
- Concurrency 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.

The 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.

A CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Class 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.

ARTICLE 16 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.

ARTICLE 17. 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.

ARTICLE 18. 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.

ARTICLE 19. 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.

ARTICLE 20. 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 One Thousand Two Hundred Fifty dollars (\$1,250) 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 Section 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.

ARTICLE 21. ENTIRE CONTRACT

This Agreement constitutes the entire contract between 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. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

OWNER: CITY OF EL CENTRO

CITY MANAGER, CITY OF EL CENTRO

ATTEST:

CITY CLERK, CITY OF EL CENTRO

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

DATED: _____ 201 _____

CONTRACTOR: COMPANY NAME _____

LICENSE NO. _____

BUSINESS ADDRESS _____ STATE/ZIP _____

TELEPHONE NO. _____ FAX NO. _____

SIGNATURE: _____ TITLE _____

SIGNATURE: _____ TITLE _____

If the contractor is a corporation two officers of the corporation shall sign the agreement.

END OF AGREEMENT

FHWA 1273 CERTIFICATION

The bidder, under penalty of perjury, certifies that, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, shall comply with the provisions of the Form FHWA 1273 included in the Special Provisions. The provisions apply to all work performed on the contract including work performed by the subcontract. The unmodified Form 1273 is required to be physically incorporated into each contract, subcontract and subsequent lower-tier subcontracts. The provisions may not be incorporated by reference.

The prime contractor is responsible for compliance with the requirements by all subcontractors and lower tier subcontractors. Failure of the prime contractor to comply with this requirement is grounds for local agency termination of the contract with the contractor and debarment of the contractor by the FHWA.

Name of Contractor

Address

Signature:_____

Date:_____

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. This section intentionally left blank.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journey workers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journey workers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL
ACCESS**

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FAITHFUL 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_.

PRINCIPAL

SURETY

BY _____
ATTORNEY IN FACT

END OF FAITHFUL PERFORMANCE BOND

LABOR AND MATERIAL 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 in Title 15 (commencing with Section 3082) of Part 4 of Division 3 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 Title 15 (commencing with Section 3082) of Part 4 of Division 3 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 Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of 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__.

PRINCIPAL

SURETY

BY _____
ATTORNEY IN FACT

END OF LABOR AND MATERIAL BOND

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Date

Contractor's Name

Contractor's Signature

Title

ATTEST:

By

Signature

Title

END OF WORKERS' COMPENSATION INSURANCE CERTIFICATE

DRUG/ALCOHOL TESTING REQUIREMENTS

The 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 §§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 OF DRUG/ALCOHOL TESTING REQUIREMENTS

**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

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: _____

WAGE RATES

**(Latest edition of wage rates will be
included in this projects section on the
City Website:**

<http://www.cityofelcentro.org/pworks/index.asp?m=1&page=68>)



IMPERIAL AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

in the City of El Centro

Federal Project No. CML-5169(058)

VOLUME II of II

City of El Centro




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

Federal Project No. CML-5169(058)

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. SUBCONTRACTOR PROGRESS PAYMENT	2
A. This item intentionally left blank.....	3
B. This item intentionally left blank.....	3
C. Prompt Progress Payment.....	3
D. Prompt Payment of Withheld Funds to Subcontractors	3
E. This item intentionally left blank.....	4
F. This item intentionally left blank.....	6
G. This item intentionally left blank.....	7
H. This item intentionally left blank	7
I. This item intentionally left blank	8
2. BID OPENING	9
3. BID RIGGING	9
4. CONTRACT AWARD	9
5. CONTRACTOR LICENSE.....	9
6. CHANGED CONDITIONS	9
A. Differing Site Conditions.....	9
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1. SUBCONTRACTOR PROGRESS PAYMENT

See next page for Subcontractor Progress Payment.

A. This item intentionally left blank**B. This item intentionally left blank****C. Prompt Progress Payment**

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING

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

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS**A. Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.
[This provision may be omitted by the Local Agency, at their option.]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of _____ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County _____ the sum of \$ _____ per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products [such as:](#)
 - [2.1 Polyvinylchloride](#)
 - [2.2 Composite Building Materials](#)
3. Glass
4. [Fiber optic cable \(including drop cable\)](#)
5. [Optical fiber](#)
6. Lumber
7. [Engineered wood](#)
8. Drywall

[All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.](#)

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT**A. FROM THE AGENCY TO THE CONTRACTORS**

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. THIS ITEM INTENTIONALLY LEFT BLANK**11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS**

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

[The current version of Form FHWA-1273 is accessible at FHWA's website:

<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

12. CONTRACTORS ANNUAL EEO REPORT (FORM PR-1391)

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.

Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the

Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such

programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
(to be used when applicable)**14. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is ____.

This section applies if a number of trainees or apprentices is [shown on the Notice of Bidders](#).

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of _____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____ approval for this submitted information before the prime contractor starts work. The City/County of _____ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-394)

Item: 14.

Meeting: 12/16/2025 3:30 PM

Department: Community Development

Category: Resolution

Prepared by: Andrea Montano,
Associate Planner

Department Head: Angel Hernandez

DOC ID: 2025-394

Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A CONSULTING AGREEMENT WITH HARRIS AND ASSOCIATES FOR THE NOISE, OPEN SPACE/RECREATION, AND SAFETY ELEMENT UPDATE.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A CONSULTING AGREEMENT WITH HARRIS AND ASSOCIATES FOR THE NOISE, OPEN SPACE/RECREATION, AND SAFETY ELEMENT UPDATE.

FISCAL IMPACT:

Consultant agreement in the amount of \$199,998 which was allocated by Council during Fiscal Year 2025-2026.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

Community Health, Safety & Welfare

Economic Opportunity

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

Harris and Associates has successfully completed the General Plan Update Program EIR and continues to provide on-call consulting services. They have prepared General Plan Updates for the cities of Victorville, Santee, Irvine, and the County of Monterey.

BACKGROUND:

During the 2025–2026 fiscal year, the City of El Centro City Council allocated \$200,000 to update the Noise, Open Space/Conservation, and Safety Elements of the General Plan and to remove the outdated Economic Development Element. These elements were last revised in 2008 and require modernization to reflect current conditions and State requirements. The Noise Element update will incorporate current noise data and mitigation practices; the Open Space/Conservation Element will address contemporary resource management and community open space needs; and the Safety Element will align with updated hazard mitigation, climate adaptation, and emergency preparedness standards. The Economic Development Element is optional and no longer utilized by staff.

DISCUSSION:

A Request for Proposals (RFP) was issued on September 15, 2025, with submissions due by October 15, 2025. Of the three proposals received, two advanced to the scoring and interview phase. The interview panel consisted of Fire Chief Joseph Bernal, Parks Supervisor Javier Villaverde, and Associate Planner Andrea Montaño. Following

evaluation, Harris & Associates received a total score of 272 points, and Rick Engineering received 253 points.

Based on the review process and final rankings, City staff recommends awarding a contract to Harris & Associates to provide planning consulting services for the Noise, Open Space/Conservation, and Safety Element Update.

CONCLUSION:

Adopt Resolution No. 25-__, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A CONSULTING AGREEMENT WITH HARRIS AND ASSOCIATES FOR THE NOISE, OPEN SPACE/RECREATION, AND SAFETY ELEMENT UPDATE.

ATTACHMENTS:

1. Exhibit A- Resolution
2. Exhibit B- Professional Services Agreement

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A CONSULTING AGREEMENT WITH HARRIS AND ASSOCIATES FOR THE NOISE, OPEN SPACE/RECREATION, AND SAFETY ELEMENT UPDATE.

WHEREAS, it is necessary for the City Council of the City of El Centro, California, (the “City Council”) to approve a professional service agreement with Harris and Associates for the Noise, Open Space/Recreation, and Safety Element Update; and

WHEREAS, the City Council finds that the approval of this agreement is 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. The above and foregoing is true, correct, and adopted.
2. That the City Council does hereby approve the Agreement.
3. That the City Manager is hereby authorized to sign the Agreement on behalf of the City, a copy of which is on file in the Office of the City Clerk and to take any and all necessary action to implement the provisions of this Resolution.

PASSED, AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of December, 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 December 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

By _____
Norma Wyles, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), is made and effective as of January 5, 2026, between the City of El Centro ("City"), a municipal corporation, and Harris and Associates ("Consultant"), a corporation. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence on January 5, 2026 and shall remain and continue in effect until all Tasks described herein are completed, but in no event later than February 27, 2027 unless sooner terminated pursuant to the provisions of this Agreement. All days set out in this Agreement are calendar days unless otherwise provided.

II. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (the Tasks to be Performed or Tasks). Consultant shall complete the Tasks according to the schedule of performance which also is set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

III. PERFORMANCE BY CONSULTANT

- A. Consultant shall at all times faithfully, competently, and to the best of their ability, experience, and talent, perform all Tasks. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.
- B. Consultant immediately shall notify the City Representative in writing of any delay in completion of the services. Such notice shall include the reason for such delay and a reasonable estimate of the length of the delay. If the delay materially effects performance of the Services, the City may terminate this Agreement under Section VI (Termination) or VII (Default).
- C. Force Majeure. If delays in performance of the services are caused by the following unforeseen events or conditions beyond the reasonable control of City or Consultant, the time for performance may be extended by City only for the period of such events: war, changes in law or government regulation, labor disputes or strikes; fires, floods, adverse weather or other natural conditions preventing work; or inability to obtains materials, equipment or labor when the Consultant provides the City with timely evidence of its inability to obtain personnel.

- D. Consultant may terminate this Agreement without cause upon providing at least 60 days prior written notice to the City of such termination. Within such time period, the Consultant shall complete any work necessary for the orderly termination of its consulting services

IV. CITY REPRESENTATIVE

City's Community Development Director shall represent City in all matters pertaining to the administration of this Agreement, review and approve all products submitted by Consultant, but not including the authority to change the compensation due to Consultant except as provided in this Agreement (the "City Representative")

V. PAYMENT

- A. The City agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One hundred ninety-nine thousand nine hundred and ninety-eight dollars (\$199,998.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any such authorized additional services in the amounts and in the manner as agreed to by the City and Consultant at the time City's written authorization is given to Consultant for the performance of such services and/or as set for in Exhibit B.
- C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. City shall use reasonable efforts to pay within forty-five (45) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall use its best efforts to give written notice to Consultant within forty-five (45) days of receipt of an invoice of any disputed fees set forth on the invoice.
- D. It is understood and agreed that the City's obligation to proceed under this Agreement is conditioned upon the appropriation of funds. If anticipated funds for payment under this Agreement are not forthcoming or are insufficient, the City shall have the right to terminate this Agreement without penalty upon ten (10) days prior written notice to Consultant. Notwithstanding, the City also may determine a source of additional funds.

VI. CITY'S SUSPENSION OR TERMINATION OF AGREEMENT

- A.** Except as otherwise provided herein below, the City may suspend or terminate this Agreement, or any portion hereof, without cause and for convenience by serving written notice of termination upon the other party at least ten (10) calendar days prior to the date of termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement.
- B.** In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Consultant will submit an invoice to the City as provided above.

VII. DEFAULT

- A.** Either Party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control under Section III C above (force majeure), the provisions of that sub-section shall apply.
- B.** If the City Representative determines the Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of default to cure the default as directed by the City in the notice of default. In the event the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

VIII. OWNERSHIP OF DOCUMENTS

- A.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the City at reasonable times to such books and records; shall give City the right to examine and audit said

books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B.** Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

IX. INDEMNIFICATION AND DEFENSE

- A.** Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence or willful misconduct.

B. Duty to defend

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by Agency, Consultant shall defend the Indemnified Parties at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence or willful misconduct of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence

of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

X. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

XII. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by this reference as though set forth in full.

XIII. LEGAL RESPONSIBILITIES

- a. The Consultant shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.
- b. Licenses. At all times during the term of this Agreement, Consultant shall have in effect all licenses required for the performance of the services described in this Agreement.
- c. City Business License: At all time during the term of this Agreement, Consultant shall have in effect a City business license.
- d. Non-discrimination. Consultant shall not discriminate on the basis of any

protected state or federal class or association with such class in its solicitation, selection, hiring or treatment of its employees, vendors or suppliers. Consultant understands that violation of this requirement shall be a material breach of this Agreement and may result in its termination, debarment or other sanctions. This requirement shall be placed in all agreements between the Consultant and its employees, vendors and suppliers.

- e. Drug-free Workplace. Consultant agrees to insure a drug free workplace. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form as provided by the City. The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of the prohibition. The Consultant also shall establish a drug-free awareness program to inform employees about all of the following: the dangers of drug abuse in the workplace; the policy of maintaining a drug free workplace; available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations. In addition, the Consultant shall post the drug free policy in a prominent place.
- f. No Use of City logo or Product Endorsement. The Consultant agrees that any advertisement or notification identifying or referring to the City as a client of the Consultant requires the prior written approval of the City. No City logo or other identifying mark may be used without the prior written approval of the City.

XIV. CONFLICTS OF INTEREST

- a. Undue Influence. Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.
- b. No Benefit to City Employees. During their tenure and for one year thereafter, no officer or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the services under this Agreement shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.
- c. Consultant covenants that neither Consultant nor any officer or principal of their

firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subconsultant. To the extent applicable, Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

- d. Form 700. Consultant is subject to all applicable federal, state and local conflict of interest laws, regulations and policies applicable to its contract with the City and procurement practices related to such contract, including but not limited to the those under the Political Reform Act and its regulations or California Government Code Section 1090 et seq. Consultant may be required to complete Form 700's or similar forms as determined under Exhibit D, attached and incorporated.
- e. Levine Act Compliance. The Consultant shall complete and comply with the provisions of Exhibit E, attached and incorporated, regarding compliance with the Levine Act.

XV. RELEASE OF INFORMATION

- a. Consultant shall keep in strict confidence all information, data, documents, and materials, whether oral, written, or electronic, that are designated as confidential or that a reasonable person would understand to be confidential ("Confidential Information"). Consultant shall not disclose or use any Confidential Information for any purpose other than the performance of services under this Agreement without the prior written consent of the City.

Notwithstanding the foregoing, Consultant may disclose Confidential Information to the extent required by applicable law, regulation, court order, or subpoena, provided that Consultant gives the City prompt written notice of such requirement (to the extent legally permissible) and cooperates with the City, at the City's expense, in seeking a protective order or other appropriate remedy. If such protective order or remedy is not obtained, Consultant shall disclose only that portion of the Confidential Information that it is legally required to disclose.

The obligations of confidentiality shall survive the termination or expiration of this Agreement.

- b. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without prior written authorization from the City Attorney

or designee, or unless requested by the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

Consultant promptly shall notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to Discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service; (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery; or (iii) United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY: City of El Centro
 1275 Main St.
 El Centro, CA 92243
 Attention: City Clerk

TO CONSULTANT: Harris and Associates
 2375 Northside Drive Suite 125
 San Diego, CA 92108
 Attention: Ryan Binns

XVII. ASSIGNMENT

- a. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent

of the City. Due to the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision identical to the one provided herein identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.

- b. Ryan Binns may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Ryan Binns from Consultant's employ. Should Ryan Binns leave Consultant's employ, the City shall have the option to immediately terminate this Agreement. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

XVIII. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

XIX. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, negotiations, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

- a. No waiver or failure of either Party to insist upon the strict performance by the other shall be a continuing waiver of any breach of this Agreement, nor shall such waiver affect or alter this Agreement, and each provision hereof shall continue in full force and effect. No change to any term or condition of this Agreement, nor any verbal

understanding of the Parties shall be valid unless in writing as set forth in this Agreement.

- b. Nothing contained this Agreement shall be considered a limit upon the charter city powers of the City.
- c. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in its drafting.
- d. In any conflict between the body of this Agreement and the Exhibits, the body of this Agreement shall control. If a conflict exists between any applicable law, rule, or regulation, that law, rule or regulation shall control. The most stringent requirements shall control. Each Party shall notify the other immediately upon identification of any apparently conflict or inconsistency.

XX. SEVERABILITY

Any part, provision, or representation of this Agreement or any of its exhibits, including, which is held to be invalid, void or unenforceable by a court of competent jurisdiction, shall be limited to that part, provision or representation and all other parts, provisions, or representations herein shall remain in full force and effect.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal and the contents of the proposal submitted by the Consultant, attached and incorporated as Exhibit F. In the event of conflict, the requirements of City's Request for Proposal and this Agreement shall take precedence over those contained in the Consultant's proposal. The incorporation of the Consultant's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of the Consultant and have the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Harris and Associates

By:
(Signature)

(Ryan Binns)

Vice President of Environmental Planning and Compliance

City of El Centro
A Municipal Corporation

Robert Sawyer, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
City Attorney

By: _____

Attachments:	Exhibit A	Tasks to Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Conflict of Interest
	Exhibit E	Levine Act Certification
	Exhibit F	City RFP and
		Consultant's Proposal

EXHIBIT A

TASKS TO BE PERFORMED

2. PROJECT APPROACH

UNDERSTANDING OF PROJECT OBJECTIVES

The City of El Centro's update to its Noise, Open Space/Conservation, and Safety Elements reflects a forward-looking effort to modernize outdated policies, reduce exposure to excessive noise, conserve valuable open space and natural resources, and strengthen resilience to environmental and public safety hazards. These updates will provide a General Plan that remains responsive to community needs, State mandates, and best practices in public health, sustainability, and hazard mitigation.

APPROACH TO SCOPE OF WORK TASKS

Harris will begin the project with a collaborative kickoff meeting to confirm objectives, roles, and deliverables, maintaining consistency with the City's overall General Plan framework. Our team will compile and analyze existing policies, mapping, and data to identify current conditions, noise sources, sensitive land uses, and hazard-prone areas. The **Noise Element** will focus on protecting public health and welfare by minimizing exposure to excessive noise levels that affect quality of life, and on promoting land use compatibility through clear policies and standards for siting new development near existing and future noise sources. Special consideration will be given to sensitive uses such as housing, schools, and hospitals. The **Open Space/Conservation Element** will emphasize providing accessible parks, trails, and open spaces that enhance recreation, community health, and environmental quality, while preserving agricultural lands, water resources, and habitat areas to promote climate resilience and sustainable growth. The **Safety Element** will address risks associated with seismic activity, flooding, extreme heat, and urban fire hazards, updating policies to strengthen emergency preparedness, inter-agency coordination, and long-term hazard mitigation.

PUBLIC ENGAGEMENT STRATEGY

The Harris Team proposes an involvement strategy that includes innovative techniques, provides cost savings to the City, builds upon community involvement that has already been conducted, and utilizes and builds upon the expertise of the City staff. Harris will lead an inclusive, transparent outreach program that effectively reaches, educates, and engages the community throughout every stage of the project to reflect El Centro's community priorities. The strategy will combine traditional and digital engagement tools - such as an online survey, committee meetings, and interactive project websites - to engage residents, local organizations, business owners and underrepresented groups. Feedback gathered through these channels will be incorporated at key milestones in policy development and environmental review. All materials will be clear, accessible, and easy to understand, fostering participation, trust, and shared ownership of El Centro's future.

CONSISTENCY WITH CITY PLANNING DOCUMENTS AND CEQA

All work products will be fully aligned with the City's existing General Plan framework and related elements, including Housing and Mobility. In addition, element updates will reference and be consistent with other relevant planning documents such as the zoning ordinance, airport land use compatibility plans (including for the Imperial County Airport and Naval Air Facility), and the Imperial County Multi-Jurisdictional Hazard Mitigation Plan (MHMP) adopted in January 2021. The CEQA process will be integrated throughout the project to maintain environmental and legal compliance, with Harris evaluating tiering opportunities from the City's certified 2021 General Plan Program EIR to improve efficiency. Based on our history with the City and in-depth knowledge of the 2021 General Plan Update EIR, Harris will utilize a streamlined approach with an EIR Addendum as the appropriate CEQA documentation. This coordinated, transparent, and efficient approach will safeguard natural resources, enhance community safety, and support El Centro's long-term vision for sustainable, resilient growth.

DETAILED SCOPE OF WORK AND WORK PLAN

Task 1: Project Initiation

1.1 Kick-off Meeting

Harris will initiate a kick-off meeting with the City of El Centro's staff and project team. This meeting will establish a unified project vision, clarify roles and responsibilities, and set expectations for communication and deliverables. Items to discuss include a review and refinement of the detailed scope, preliminary schedule, procedures for invoicing, and protocols for data sharing.

1.2 Data Collection

Harris will gather, review, and analyze all existing background documents and datasets related to the City's General Plan, CEQA documentation, hazard mitigation plans, zoning ordinances, and historic resource inventories.

1.3 Public Participation Plan

Harris will develop a high-level public participation plan that provides a framework for stakeholder and community involvement tailored for El Centro. The public participation plan will be inclusive of community involvement conducted by Harris as well as City staff. Engagement will utilize a targeted online survey and a coordinated public review period for draft documents, in alignment with City expectations for focused outreach. The strategy will describe all engagement activities, roles and responsibilities, target groups, and key milestones for public feedback. Methods may include an interactive project website (see Section 2.3), and translation of materials to verify broad accessibility. At the City's request, Harris can include additional public engagement activities, such as public



The City of El Centro leads in environmental initiatives and sustainability. With the geothermal plant, expansive solar farms, and comprehensive efforts in water conservation, green building practices, recycling, and air quality improvement, the City stands out for its commitment to environmental responsibility and sustainable development.

The City will provide Harris with one set of consolidated comments on the draft update. This scope and cost include up to two (2) virtual meetings to discuss revisions and updates.

Upon confirmation of completed review by the City that all parties who need to review the document have done so, and all consolidated comments have been received by City staff, Harris will revise the updated element and prepare a final draft that will be ready for public review. Harris will provide the City with both a Word and PDF version of the final element.

If additional iterations and rounds of review become necessary, additional scope and cost or contingency may be required.

Deliverables:

- One (1) First Draft Noise Element (electronic MS Word copy) for administrative review.
- One (1) Second Draft Noise Element (Public Review Draft) (electronic MS Word copy) for public review.

Updated Noise Ordinance

Harris will review the City's Noise Abatement and Control Ordinance (Municipal Code Section 17.1) for consistency with the Noise Element updates. If necessary, Harris will make recommendations for updating the ordinance.

Deliverables:

- One (1) Draft and one (1) Final Updated Noise Abatement and Control Ordinance (MS Word and PDF)

2.2 Open Space/Conservation Element Update

The State of California passed SB 1425 in 2022 to require that jurisdictions update their open space element by January 1, 2026. The law requires the City to include plans and an action program that address specified issues, including climate resilience and other co-benefits of open space, correlated with the safety element. The California Government Code was updated (Section 65565.5) requiring the City to address the following:

1. Access to open space for all residents in a manner that considers social, economic, and racial equity, correlated with the environmental justice element or environmental justice policies in the general plan, as applicable.
2. Climate resilience and other co-benefits of open space, correlated with the safety element.
3. Rewilding opportunities, correlated with the land use element.

Rewilding opportunities may include, but are not limited to, opportunities to preserve, enhance, and expand an integrated network of open space to support beneficial uses, such as habitat, recreation, natural resources, historic and tribal resources, water management, and aesthetics; and may include establishing a natural communities conservation plan to provide for coordinated mitigation of the impacts of new development.

The State of California passed AB 1889, Enhancing Wildlife Movement and Connectivity Planning, in 2024 to require jurisdictions to update the conservation element upon the next revision of a General Plan after January 1, 2028. This bill focuses on identifying impacts of development on wildlife movement and habitat connectivity; identifying and analyzing connectivity areas, permeability, and natural landscapes; and incorporating guidelines, standards, and best available science. Though compliance with AB 1889 is not required at this time there will be efficiencies for the City to comply with this legislation upon this Open Space/Conservation Element update.

Plan Review & Data Collection

Harris will work with the City to outline the correlation between open space and existing policies in the 2004 General Plan Open Space/Conservation Element as well as the ongoing updates to the Noise Element and Safety Element.

Harris will attend one (1) meeting with the City to discuss SB 1425 and AB 1889 and what sections of the Open Space/Conservation Element (formerly titled Conservation/Open Space Element) require updates to meet State law and respond to this RFP. The current element provides goals and policies for agriculture and soils; water; open space and natural resources; community and historic resources; air quality; health and safety; geothermal resources; and energy conservation.

Harris and the City will focus on what is required to make the current element comply with SB 1425 and AB 1889 and to include updates to agricultural and soils conservation, water quality, air quality, and protection of natural habitats. The update will promote compact growth, sustainable land management, and recreational opportunities through parks, trails, and canal-based pathways.

Harris and the City will determine at this stage the structure of the element update that will inform the element release for public review.

Harris will take notes on the correlation between other elements and structure of this update at the meeting and distribute meeting notes afterwards.

workshops, focused stakeholder interviews, and pop up events. A summary of public feedback and participation metrics will accompany draft deliverables.

Deliverables:

- Data Needs List
- One draft and one final Public Participation Plan

Task 2: Draft Documents (Noise, Open Space/Conservation, and Safety Elements)

2.1 Noise Element Update

Harris will assess and characterize existing and anticipated noise conditions throughout the City, and protect residents from excessive noise, in accordance with the Noise Element Guidelines outlined in Appendix D to the Governor's Office of Land Use and Climate Innovation General Plan Guidelines. Tasks are described below.

Plan Review, Data Collection, and Modeling

Harris will work with the City to identify major noise sources in the City, including highways, railways, airports, and major industrial sources based on a review of existing baseline land use maps and published noise contours. Harris will attend one (1) virtual meeting with the City to discuss noise sources, noise sensitive areas of concern, and desired changes to the format or content of the noise element.

Harris will characterize the existing noise environment through a community noise monitoring survey. The noise monitoring survey will include up to five short-term (1-hour) and two long-term (24-hour) measurements. Harris will submit proposed measurement locations to the City for approval prior to conducting the survey.

Harris will prepare noise contours for major roadways based on data from the CR Associates traffic analysis and standard modeling equations from the Federal Highway Administration. Up to 20 roadway segments will be modeled. Noise contours will be presented graphically and in tabular format.

Harris will utilize and incorporate by reference noise contours prepared by Imperial County Airport and Naval Air Facility, prepared as part of airport land use compatibility plans. Noise from Douthitt Strip will be characterized based on available information regarding airstrip operation and previously prepared environmental documents. Railroad noise will be based on published information on railroad operations and associated noise levels. Or, if detailed track and rail activity data is available, Harris will use the Federal Railroad Administration CREATE Railroad Noise Model to estimate railroad noise exposure.

Deliverables:

- Data Needs List
- Notes on noise sources and sensitive receptors
- Proposed noise monitoring survey locations

Goals and Policies Updates

Following receipt of information needs, review of collected data, and modeling, Harris will evaluate community exposure to excessive noise. Harris will prepare an Excel table with current and proposed new goals and policies to provide measurable noise policies, land use compatibility standards, and mitigation measures to minimize conflicts between noise sources and sensitive uses. Existing Noise Element policies and standards will be incorporated to the extent applicable, and updated to reflect current conditions and City priorities. Harris will use strike through/underline to identify changes to existing goals and policies.

Drafting of this element will focus on supporting land use compatibility, protecting health, and integrating noise mitigation strategies into long-range planning. Noise Element preparation will acknowledge that changes in the noise environment are inevitable in accommodating planned growth and changes to land use patterns, and will seek to outline clear expectations for the future mitigation of noise exposure. Policies may include specific guidelines for acceptable or preferred noise mitigation, such as noise barrier design or noise barrier alternatives. Harris will attend one (1) virtual meeting with the City to discuss this initial draft. The City will review updates and provide one set of consolidated comments on the draft goals and policies. Harris will prepare a final draft list of goals and policies for inclusion in the updated element after receipt of consolidated City comments. Harris will attend one (1) virtual meeting with the City to discuss changes made and resolve all issues. The final draft list will be incorporated into a revised and updated element.

Deliverables:

- One (1) Draft and one (1) Final Excel Table with Current and Proposed Goals and Policies

Updated Noise Element

Unless otherwise requested by the City, Harris will utilize the current structure of the 2004 element and make modifications as needed. Harris will update descriptions of the noise environment and potential noise exposure based on the results of the data collection and evaluation described in subtask Plan Review, Collection and Modeling and subtask Goals and Policies Updates. Up to three new figures will be prepared, including existing roadway contours, future roadway contours, and a map identifying other noise sources. The element will incorporate new and updated policies resulting from sub task Goals and Policies Updates.

A draft update of the element will be provided for City review.

Deliverables:

- Data Needs List
- Notes on Correlation of Other Elements and Update Structure

Goals and Policies Updates

After receiving all data needs requested from the City, Harris will prepare an Excel table with current and proposed new goals and policies to comply with SB 1425 and AB 1889 and address updates to other sections of the element as needed. Harris will also strikethrough/underline changes to existing goals and policies if needed. Harris will attend one (1) meeting with the City to discuss this initial draft. The City will review updates and provide one set of consolidated comments on the draft goals and policies. Harris will prepare a final draft list of goals and policies for inclusion in the updated element after receipt of consolidated City comments. Harris will attend one (1) meeting with the City to discuss changes made and resolve all issues. The final draft list will be incorporated into a revised and updated element.

Deliverables:

- One (1) Draft and one (1) Final MS Excel Table with Current and Proposed Goals and Policies

Updated Open Space/Conservation Element

Harris will prepare a new section to be included in the current element explaining the requirements of SB 1425 and AB 1889. Harris will also prepare a new section that details rewinding opportunities and establish new goal(s) and policies for rewinding. The City will provide any updates to the current element that have occurred in the City since adoption of the current element for inclusion in the updated element. Harris will utilize the current structure of the 2004 element and make modifications as needed. The draft updated element will focus on City-specific issues and policies, programs, and plans.

A draft update of the element will be provided for City review. The City will provide Harris with one set of consolidated comments on the draft update. This scope and cost include up to two (2) virtual meetings to discuss revisions and updates. The draft update will include up to 5 new maps.

Upon confirmation of completed review by the City that all parties who need to review the document have done so, and all consolidated comments have been received by City staff, Harris will revise the updated element and prepare a final draft that will be ready for public review. Harris will provide the City with both a Word and PDF version of the final element.

If additional iterations and rounds of review become necessary, additional scope and cost or contingency may be required.

Deliverables:

- One (1) First Draft Open Space/Conservation Element (electronic MS Word copy) for administrative review.
- One (1) Second Draft Open Space/Conservation Element (Public Review Draft) (electronic MS Word copy) for public review.

2.3 Safety Element Update, Vulnerability Assessment, & Evacuation Analysis

Consistent with Government Code Section 65302(g), the Safety Element must provide for the protection of the community from any unreasonable risks associated with the effects of:

- Seismic risks and geologic hazards, including, but not limited to:
 - seismically induced surface rupture,
 - ground shaking,
 - ground failure,
 - tsunami,
 - seiche,
 - dam failure,
 - slope instability leading to mudslides and landslides, subsidence, liquefaction, and
 - other seismic hazards identified pursuant to Chapter 7.8 (commencing with Section 2690) of Division 2 of the Public Resources Code, and other geologic hazards known to the legislative body;
- Flooding;
- Drought;
- Wildland and urban fires;
- Climate change adaptation and resilience, including a vulnerability assessment;
- Evacuation routes and locations of identified fire and seismic hazards;
- Other required topics, including military installations, peak load water supply requirements, and minimum road widths and clearances around structures; and
- Natural Infrastructure.

The Safety Element must also include:

- An established set of comprehensive goals, policies, and objectives for the protection of the community from the unreasonable risks of flooding.
- An established set of feasible implementation measures designed to carry out the goals, policies, and objectives for flood protection.
- Updates as necessary to address the risk of fire for land classified as state responsibility areas and land classified as very high fire hazard severity zones.

The following scope of work represents the Harris Team's proposed approach to reviewing and amending the City's Safety Element in compliance with state law.

Safety Element Advisory Committee Meetings

The Harris Team is committed to being adaptive and responsive to City staff throughout the planning process. As detailed under Task 1.1, the Harris Team will coordinate a kick-off meeting with the City of El Centro's staff and project team. In addition to a kick-off meeting, Harris recommends conducting two (2) Safety Advisory Committee meetings with members of City staff, including but not limited to fire, police, public works, parks and recreation, planning and zoning, emergency management, and public information staff. This allows the City staff most responsible for carrying out policy regarding emergency evacuation and other hazards management an essential review of the element. This will also help the City define all the goals, policies, objectives, and implementation measures. The Harris Team will facilitate the following meetings in support of the Safety Element Update:

- Safety Advisory Committee Meeting #1: Rationale for Update, City's Hazard Risk
- Safety Advisory Committee Meeting #2: Updated Policies, Goals, Objectives, and Implementation Measures, Vulnerability Assessment results, Evacuation Route Analysis

Deliverables:

- One (1) Draft and one (1) Final Meeting Agenda, Presentation, and Meeting Minutes for each of two (2) Stakeholder Advisory Committee Meetings.

Plan Review & Data Collection (Identify Critical Assets)

The Harris Team will review the City's Safety Element, 2021 Imperial County Multi-Jurisdictional Hazard Mitigation Plan, Harris' Climate Vulnerability Assessment and Evacuation Route Analysis (see below), and other relevant data. This review will help the Harris Team identify potential hazards of concern to the City.

Following the identification of assets of concern, the Harris Team will prepare a Request for Information that includes GIS data that the City maintains. The Request for Information will also include any local hazard analyses or mapping completed on behalf of the City.

Deliverables:

- Data Needs List

Vulnerability Assessment

The Harris Team, referencing the recommended California Adaptation Planning Guide and Southern California Adaptation Planning Guide section, will facilitate an adaptation planning process that features a robust vulnerability assessment.

Specifically, we will develop a scoring rubric and rationale to

assign scores (low, medium, high) for each asset of concern with respect to hazard exposure, sensitivity, and adaptive capacity.

The Vulnerability Assessment will evaluate the following:

1. **Risk Assessment.** The Harris Team will record and, where appropriate, map historical, baseline, and future climate projections for potential climate hazards identified through the plan review process using the available scientific sources, including Cal-Adapt, FEMA, California Environmental Protection Agency (CalEPA), and internal City data sources of information on past exposure (i.e. historical flooding and wildfire events). The outcome of this sub-task will be detailed profiles of hazards of concern, that includes qualitative descriptions, quantitative projections (hazard likelihood), and geospatial information (hazard extent).
2. **Identify Assets of Concern.** The Harris Team will develop selection criteria to help the City identify which built, natural, and cultural asset types owned or managed by the City should be considered critical, or "of concern." We will facilitate a staff meeting to present selection criteria and finalize a list of critical assets.
3. **Assess Exposure.** The Harris Team will identify critical assets that are in potential hazard areas or subject to climate stress. The outcome of the exposure assessment is the identification of critical assets that could be subject to the hazards of concern, and identify which future climate scenarios lead to exposure (i.e. 100 vs 500-year flood). The Harris Team will work with City staff to understand the features of asset types that make them more or less sensitive to specific hazards of concern, and what existing resources, programs, policies, or features are in place that make them more resilient to climate impacts.
4. **Assess Sensitivity.** The Harris Team will leverage existing tools including the California Heat Assessment Tool, CalEnviroScreen 4.0, among other social vulnerability indices to identify sensitive populations. For physical buildings and infrastructure, the Harris Team will facilitate a meeting with City staff to obtain city-specific information on asset sensitivity as well as adaptive capacity.
5. **Assess Adaptive Capacity.** The Harris Team will work with City staff to identify actions the City has already taken or put in place to prepare for current and future climate hazards, or features of assets that make them more able to withstand hazard events.
6. **Prepare Report.** The Harris Team will prepare an administrative draft for City staff review and feedback. We will incorporate City consolidated feedback from the first draft into a public review draft, which will be an appendix to the updated Safety Element.

The results of the Vulnerability Assessment will inform updated adaptation and resiliency goals, policies, objectives, and feasible

implementation measures for inclusion in the Safety Element. The results will be attached to the Safety Element as an appendix with summary text of the findings within the element.

Deliverables:

- One (1) Scoring Rubric for Exposure, Sensitivity, and Adaptive Capacity.
- One (1) Finalized List of Assets of Concern.
- One (1) Draft Vulnerability Assessment (one (1) electronic MS Word copy) for administrative review.
- One (1) Final Vulnerability Assessment (one (1) electronic MS Word copy with track changes, one (1) MS Word file, one (1) electronic collated PDF) to include as an appendix to the Safety Element for public review.

Evacuation Route Analysis

Harris will perform an Evacuation Route Analysis to comply with the following State law:

- Assembly Bill (AB) 747 (2019) requires the City to update the Safety Element of its General Plan to identify evacuation routes and assess the capacity, safety, and viability of those routes under a range of emergency scenarios.
- Senate Bill (SB) 99 (2019) requires the City to identify residential developments in hazard areas that do not have at least two emergency evacuation routes (i.e., neighborhoods or households within a hazard area that have limited accessibility).
- AB 1409 (2021) requires the City to identify evacuation locations.

This evacuation analysis will evaluate the efficacy of existing evacuation routes in the City under various hazard scenarios, in compliance with AB 747, and will identify residential developments without sufficient evacuation routes, in compliance with SB 99. Evacuation locations would also be provided in compliance with AB 1409.

On October 5, 2023, the Governor's Office of Planning and Research (OPR) (now known as Office of Land Use and Climate Innovation [LCI]) staff released a Draft Evacuation Planning Technical Advisory to guide cities and counties updating the safety element of their general plans pursuant to the evacuation requirements mandated by AB 747, SB 99, and AB 1409, and subsequently codified in Gov. Code Sections 65302(g) and 65302. This Draft Evacuation Planning Technical Advisory is available here: https://www.opr.ca.gov/docs/20231004-Evacuation_TA_for_Public_Comment.pdf. Harris will comply with the steps in the Technical Advisory.

The Evacuation Route Analysis will be attached as an appendix to the updated Safety Element and the results will be summarized in the element. Goals, policies, objectives, and implementation measures pertaining to evacuation will

be included in the element. Harris will respond to one set of consolidated comments from the City and comments from the Safety Advisory Committee input and prepare a final draft analysis for inclusion in the element.

Deliverables:

- One (1) Draft set of Evacuation Route Maps and Analysis.
- One (1) Final set of Revised Evacuation Routes Maps and Analysis based on City feedback.

Updated Safety Element

The Harris Team will prepare a Safety Element update that incorporates new information related to flood and fire risk and climate adaptation and resilience based on relevant State law. The element will also incorporate the supplemental Vulnerability Assessment and Evacuation Route Analysis, and any policies that were developed to increase preparedness and access to evacuation routes in high-risk areas.

The City will provide consolidated comments on the first draft Safety Element for Harris review.

Deliverables:

- One (1) First Draft Safety Element (electronic MS Word copy) for administrative review.
- One (1) Second Draft Safety Element (Public Review Draft) (electronic MS Word copy) for public review.

2.4 Economic Development Element Elimination

Harris will perform a review of the current Economic Development Element and cursory review of the other General Plan elements. Harris will prepare documentation to formally eliminate the obsolete Economic Development Element from the General Plan, and revise plan content as needed for internal consistency, in consultation with City staff and stakeholders. Harris will remove mention of this element from other General Plan elements updated as part of this proposal and perform a consistency check for instances and revise and retain some policy if applicable.

2.5 Public Review of Draft Elements

As described under Tasks 2.1 through 2.3, Harris will prepare one public review draft of all updated elements for agency, stakeholder, and public review. The Harris Team will be responsible for preparing all necessary content to support City staff in facilitating the public comment period, including content for the City's website presenting the public draft elements with summaries of each element and inviting the public to comment on the draft documents. Harris will also submit the Safety Element to the California Department of Forestry and Fire Protection (Cal Fire) 90 days before adoption and to the State Geology Board in accordance with State Law.

2.6 Revision of Draft Elements

The Harris Team will review all comments received on the draft elements during public review and will update the draft elements following public review as necessary based on comments received from the general public, Cal Fire, and the State Geology Board and other agencies. Harris will provide one set of revisions for each element. The City will approve any changes to be made to the elements prior to Harris making changes. Harris will submit the final elements to the City for recommendation and adoption. This scope assumes no hard copies of the General Plan Element Updates are required.

Noise Element

Updates to the final Noise Element, if any, will not exceed 8 hours of professional staff time.

Deliverables:

- One (1) Final Updated Noise Element (one (1) electronic MS Word copy with track changes, one (1) MS Word file, one (1) electronic collated PDF) for Planning Commission and City Council adoption.

Open Space/Conservation Element

Updates to the final Open Space/Conservation Element, if any, will not exceed 10 hours of professional staff time.

Deliverables:

- One (1) Final Updated Open Space/Conservation Element (one (1) electronic MS Word copy with track changes, one (1) MS Word file, one (1) electronic collated PDF) for Planning Commission and City Council adoption.

Safety Element

Updates to the final Safety Element, if any, will not exceed 10 hours of professional staff time.

Deliverables:

- One (1) Final Safety Element (one (1) electronic MS Word copy with track changes, one (1) MS Word file, one (1) electronic collated PDF) for Planning Commission and City Council adoption.

2.7 Technical Analyses

2.7a Transportation Studies (CRA)

CRA will prepare a roadway segment capacity analysis in support of the El Centro's update to the Noise Element. CRA will commission 24-hour traffic counts (ADT) at up to 20 representative roadway segments throughout the City to obtain existing traffic volumes. This data will be utilized to conduct an existing conditions analysis as well as to develop General Plan buildout conditions volumes. For each roadway segment analyzed, CRA will provide roadway design details for both existing and buildout conditions, including Circulation Element roadway classification, number of lanes, and design speed limit. Additionally, CRA will prepare a CEQA-compliant technical

report that addresses the transportation-related questions outlined in Appendix G of the CEQA Guidelines. The analysis will focus on topics related to Vehicle Miles Traveled (VMT), active transportation, roadway safety and hazards, and emergency access.

Deliverables:

- Roadway Segment Capacity Analysis Table (MS Excel/PDF)
- Supporting Transportation Analysis (CEQA-compliant) Report.

2.7b SB 18 Tribal Consultation Support

Harris will request the SB 18 list of tribes from the Native American Heritage Commission (NAHC). Upon receipt, Harris will draft and provide the City with the SB 18 invitation to consult letters for submission to the listed tribes via certified mailing. The letters will include a map of the proposed project site. Harris will assist the City through attendance of up to four (4) SB 18 tribal consultation meetings. This scope assumes the City will be responsible for all mailings and that a records search will not be required, as the records search for the 2021 General Plan Update Program EIR was conducted within the last five years.

Deliverables:

- Draft and Final SB 18 Tribal Invitation to Consult Letters

Task 3: CEQA Documentation

3.1 CEQA Approach and Tiering

Harris will confirm the applicability of the 2021 General Plan Program EIR as a basis for CEQA compliance. This scope of work assumes that an EIR Addendum is the appropriate CEQA document, tiering off of the General Plan Update Program EIR from 2021. If it turns out that a Supplemental EIR is required, a cost amendment will be required.

3.2 CEQA Documentation Preparation

3.2a Draft EIR Addendum

Harris will prepare an EIR Addendum in compliance with CEQA. A cover page and table of contents will be provided, and any project-specific technical studies will be included as appendices.

Harris will prepare a Draft EIR Addendum that includes the following sections: Introduction, Project Location, Basis of Decision to Prepare an EIR Addendum, Project Description, Environmental Setting and Surrounding Land Uses, and Background. The Project Description section will describe the basic characteristics of each project component, including location, technical and environmental characteristics of the proposed improvements, and project construction methodologies. The project description will be based on information provided by the City. Each topic addressed in detail in the 2021 Program EIR will then be evaluated in the EIR

Addendum for consistency with the project. Topics screened out in the Program EIR Initial Study will be mentioned in the EIR Addendum's Introduction section and include a brief project consistency discussion. The Environmental Analysis section will include the following topics:

- Agriculture and forestry
- Air quality
- Biological resources
- Cultural and Tribal Cultural Resources
- GHG emissions
- Noise
- Transportation

Each topic will be addressed separately. Each topic section will identify the previously identified impacts and mitigation in the Program EIR. An environmental checklist summary box will be presented to identify if the project's impacts were examined in the Program EIR. A summary discussion providing substantial evidence that supports the environmental checklist conclusions will be provided for each issue question for the topic. Where applicable, any project-specific technical studies will be referenced and summarized to address the project's impacts. Additionally, where applicable, the EIR Addendum will identify mitigation measures from the Program EIR that apply to the project. Mitigation measures may be enhanced or tailored to address the project; however, it is assumed that no new impacts requiring new mitigation measures will be required.

3.2b EIR Addendum Revisions & Final Document

Harris will revise the Draft EIR Addendum based on comments from the City. This scope and cost assume two rounds of revisions based on City comments. Then Harris will prepare the Final EIR Addendum for the project based on comments from the City.

Deliverables:

- Revised Addendum in MS Word and PDF
- Final EIR Addendum in MS Word and PDF

3.2c Mitigation Monitoring and Reporting Program

Harris will prepare the Draft Mitigation Monitoring and Reporting Program (MMRP) based on information provided in the EIR Addendum and submit the Draft MMRP to the City for review. Harris will prepare the Final MMRP based on comments from the City.

Deliverables:

- Draft and Final MMRP in MS Word and PDF

Task 4: Implementation Plan and Adoption

4.1 Implementation Plan Development

Harris will produce an Implementation Plan that details all actions, responsible departments, timelines, and required amendments to the Zoning Ordinance and City Development Standards for each updated element. Tasks include:

- Drafting of actionable steps for integration of updated Elements into City codes and procedures
- Preparation of staff reference materials and monitoring protocols
- Assignment of roles for tracking, periodic review, and updates
- Assignment of timelines

The Implementation Plan will help the City transition the updated framework into day-to-day practice and future planning efforts. It assumed the Implementation plan would be compiled into tabular format in an Excel Spreadsheet.

Deliverables:

- Draft and Final Implementation Plan in MS Excel and PDF

4.2 Planning Commission Hearing

The Harris Team will present the final elements to the Planning Commission for approval and obtain recommendations for City Council consideration. This effort includes a total of 16 hours total for two professional staff to attend one (1) Planning Commission hearing.

Deliverables:

- Two (2) Power Point Presentations (one (1) draft and one (1) final PPT for each element)
- Planning Commission Staff Report preparation

4.3 City Council Hearing

The Harris Team will present the final elements to the City Council for adoption and answer questions pertaining to the element updates. Harris will address minor comments from Planning Commission and make final adjustments necessary for formal adoption by City Council. This effort includes a total of 16 hours total for two professional staff to attend one (1) City Council hearing.

Deliverables:

- Two (2) Power Point Presentations (one (1) draft and one (1) final PPT for each element)
- City Council Staff Report and adoption packets preparation (not to exceed 8 hours of professional staff time)

Task 5 Project Management and Meetings

5.1 Project Management

The Harris management team will organize and track the preparation of the General Plan Element Updates and EIR Addendum in terms of technical scope of work, budget, and scheduling; oversee its implementation; and organize and oversee report preparation. Harris will coordinate with City staff and internal staff. This scope assumes management of the project will last one year.

5.2 Project Meetings

Harris will participate in up to one year's worth of meetings (held monthly) which assumes 12 1-hour conference calls with City staff to discuss project progress, share project information, and resolve potential issues that may arise during preparation of the Draft General Plan Element Updates and EIR Addendum.

QA/QC Management Process



EXHIBIT B
PAYMENT SCHEDULE

DETAILED COST BREAKDOWN

Harris & Associates			Task 1.1		Task 1.2		Task 1.3		Task 2.1		Task 2.2		Task 2.3		Task 2.4		Task 2.5		Task 2.6		Task 2.7a		Task 2.7b		Task 3.1		Task 3.2a		Task 3.2b		Task 3.2c		Task 4.1		Task 4.2		Task 4.3		Task 5.1		Task 5.2		Total Hours	Total Cost		
Project Title Cost Estimate Prepared By Cost Estimate Prepared For			GP Update 2025 Kelsey Hawkins & Ryan Binns City of El Centro		Kickoff Meeting		Data Collection		Public Participation Plan		Noise Element Update		Open Space/Conservation Element Update		Safety Element Update, Vulnerability Assessment, & Evacuation Analysis		Economic Development Element		Public Review of Draft Elements		Revision of Draft Elements		Transportation Studies		SB 18 Tribal Consultation Support		CEQA Approach & Tiering		Draft EIR Addendum		EIR Addendum Revisions & Final Document		Mitigation, Monitoring, & Reporting		Implementation Plan Development		Planning Commission Hearing		City Council Hearing		Project Management		Project Meetings			
Position	Staff	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost						
Principal In Charge	Ryan Binns	\$ 319.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2.0	\$ 638.00		\$ -	2.0	\$ 638.00		
Sustainability Director	Darin Neufeld	\$ 281.00	1.0	\$ 281.00	2.0	\$ 562.00	1.0	\$ 281.00		\$ -	15.0	\$ 4,215.00	24.0	\$ 6,744.00		\$ -		\$ -	2.0	\$ 562.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2.0	\$ 562.00	2.0	\$ 562.00		\$ -	49.0	\$ 13,769.00				
Senior Manager	Janelle Firoozi	\$ 255.00	1.0	\$ 255.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2.0	\$ 510.00	4.0	\$ 1,020.00	4.0	\$ 1,020.00	1.0	\$ 255.00		\$ -		\$ -	10.0	\$ 2,550.00	12.0	\$ 3,060.00	34.0	\$ 8,670.00				
Principal Biologist	Erika Eidson	\$ 235.00		\$ -		\$ -		\$ -		\$ -	4.0	\$ 940.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4.0	\$ 940.00				
Sr AQ/GHG/Noise Manager	Sharon Toland	\$ 215.00	1.0	\$ 215.00	4.0	\$ 860.00		\$ -	80.0	\$ 17,200.00		\$ -		\$ -		\$ -	8.0	\$ 1,720.00	8.0	\$ 1,720.00	2.0	\$ 430.00		\$ -		\$ -	2.0	\$ 430.00		\$ -	4.0	\$ 860.00	2.0	\$ 430.00	2.0	\$ 430.00		\$ -	4.0	\$ 860.00	117.0	\$ 25,155.00				
Archaeology Manager	Donna Beddow	\$ 206.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	7.0	\$ 1,442.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	7.0	\$ 1,442.00				
Project Manager	Kelsey Hawkins	\$ 184.00	2.0	\$ 368.00	2.0	\$ 368.00		\$ -	56.0	\$ 10,304.00		\$ -		\$ -		\$ -	4.0	\$ 736.00	4.0	\$ 736.00	2.0	\$ 368.00	1.0	\$ 184.00	2.0	\$ 368.00	10.0	\$ 1,840.00	6.0	\$ 1,104.00	2.0	\$ 368.00	2.0	\$ 368.00	14.0	\$ 2,576.00	14.0	\$ 2,576.00	50.0	\$ 9,200.00	14.0	\$ 2,576.00	185.0	\$ 34,040.00		
Senior Environmental Planner	Esther Daigneault	\$ 184.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		12.0	\$ 2,208.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	12.0	\$ 2,208.00			
Senior GIS Manager	Randy Deodat	\$ 175.00		\$ -		\$ -		\$ -	2.0	\$ 350.00		\$ -	15.0	\$ 2,625.00		\$ -		\$ -		\$ -	1.0	\$ 175.00		\$ -		1.0	\$ 175.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	19.0	\$ 3,325.00			
Sustainability Planner	Sydney Margallo	\$ 164.00	1.0	\$ 164.00	4.0	\$ 656.00	8.0	\$ 1,312.00		\$ -	110.0	\$ 18,040.00	130.0	\$ 21,320.00	6.0	\$ 984.00	4.0	\$ 656.00	20.0	\$ 3,280.00		\$ -		\$ -		\$ -		\$ -		\$ -	16.0	\$ 2,624.00	16.0	\$ 2,624.00	16.0	\$ 2,624.00		\$ -	4.0	\$ 656.00	335.0	\$ 54,940.00				
Publications Specialist	Lindsey Messner	\$ 168.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1.0	\$ 168.00		\$ -		2.0	\$ 336.00	1.0	\$ 168.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4.0	\$ 672.00			
Environmental Planner	Mia Claridy	\$ 150.00		\$ -		\$ -		\$ -	8.0	\$ 1,200.00		\$ -		\$ -		\$ -	5.0	\$ 750.00		\$ -		\$ -		\$ -		24.0	\$ 3,600.00	16.0	\$ 2,400.00	4.0	\$ 600.00		\$ -	20.0	\$ 3,000.00	16.0	\$ 2,400.00		\$ -		\$ -	93.0	\$ 13,950.00			
Biologist II	Kelsea Loeschner	\$ 124.00		\$ -		\$ -		\$ -		\$ -	6.0	\$ 744.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	6.0	\$ 744.00				
Publications Specialist	Leona Vander Molen	\$ 125.00		\$ -		\$ -		\$ -	8.0	\$ 1,000.00	8.0	\$ 1,000.00	35.0	\$ 4,375.00	12.0	\$ 1,500.00		\$ -	8.0	\$ 1,000.00		\$ -		\$ -		6.0	\$ 750.00	5.0	\$ 625.00	2.0	\$ 250.00	24.0	\$ 3,000.00		\$ -		\$ -		\$ -		\$ -	108.0	\$ 13,500.00			
GIS Analyst	Matthew Dornbach	\$ 110.00		\$ -	2.0	\$ 220.00		\$ -	12.0	\$ 1,320.00	30.0	\$ 3,300.00	20.0	\$ 2,200.00		\$ -		\$ -	2.0	\$ 220.00		\$ -		\$ -		2.0	\$ 220.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	68.0	\$ 7,480.00			
Archaeologist I	Jasmine Alvarez-Ceja	\$ 103.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.0	\$ 309.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.0	\$ 309.00		
LABOR SUBTOTAL			6.0	\$ 1,283.00	14.0	\$ 2,666.00	9.0	\$ 1,593.00	166.0	\$ 31,374.00	173.0	\$ 28,239.00	224.0	\$ 37,264.00	18.0	\$ 2,484.00	21.0	\$ 3,862.00	44.0	\$ 7,518.00	4.0	\$ 798.00	13.0	\$ 2,278.00	4.0	\$ 878.00	63.0	\$ 10,579.00	32.0	\$ 5,317.00	9.0	\$ 1,473.00	46.0	\$ 6,852.00	54.0	\$ 9,192.00	50.0	\$ 8,592.00	62.0	\$ 12,388.00	34.0	\$ 7,152.00	1046.0	\$ 181,782.00		
ODCs and Subconsultants																																														
Mileage - Use Current IRS Rate				\$ -		\$ -		\$ -	800.0	\$ 560.00				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	500.0	\$ 350.00	500.0	\$ 350.00		\$ -		\$ -	1800.0	\$ 1,260.00		
Daily Noise Meter Use Rate				\$ -		\$ -		\$ -	3.0	\$ 300.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.0	\$ 300.00		
Traffic Sub				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1.0	\$ 15,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1.0	\$ 15,000.00		
ODC SUBTOTAL			0.0	\$ -	0.0	\$ -	0.0	\$ -	803.0	\$ 860.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	1.0	\$ 15,000.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	500.0	\$ 350.00	500.0	\$ 350.00	0.0	\$ -	0.0	\$ -	1804.0	\$ 16,560.00		
Markup																																														
Markup on ODCs and Subconsultants			10%	\$ -		\$ -		\$ -		\$ 86.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 1,500.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 35.00		\$ 35.00		\$ -		\$ -		\$ 1,656.00		
ODC + MARKUP SUBTOTAL				\$ -		\$ -		\$ -		\$ 946.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 16,500.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 385.00		\$ 385.00		\$ -		\$ -		\$ 18,216.00		
GRAND TOTAL				\$ 1,283.00		\$ 2,666.00		\$ 1,593.00		\$ 32,320.00		\$ 28,239.00		\$ 37,264.00		\$ 2,484.00		\$ 3,862.00		\$ 7,518.00		\$ 17,298.00		\$ 2,278.00		\$ 878.00		\$ 10,579.00		\$ 5,317.00		\$ 1,473.00		\$ 6,852.00		\$ 9,577.00		\$ 8,977.00		\$ 12,388.00		\$ 7,152.00		\$ 199,998.00		

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant 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. Consultant 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. 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. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and **authorized** volunteers.

Umbrella or excess liability insurance. [If required to meet higher limits.]. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile 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 if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";

- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. 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 for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant 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 specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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 **authorized** volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these

specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the 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. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and **authorized** volunteers shall be additional insureds under such 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 Consultant's insurance shall apply separately to each insured against whom 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. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant 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. However, in the event Consultant's Subcontractor

cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's right to revise specifications. 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant'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, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Claims made: The following provisions shall apply if any of the required policies are written on a claims-made basis:

- a. The Retroactive Date of the policy must be shown and must be before the date of the Agreement or the beginning of the contracted work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a Retroactive Date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole

cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

EXHIBIT D
CONSULTANT'S FINANCIAL DISCLOSURE STATEMENT ¹

Consultant will comply with all conflict-of-interest laws and regulations including, without limitations, City's Conflict of Interest Code (on file in the City Clerk's Office) as required by Section 4.10 of this Agreement. It is incumbent upon the Consultant to notify the City pursuant to Sections 7.1 and 7.5 of any staff changes relating to this Agreement. The City Manager has made the following determination and Consultant, by his/her signature, acknowledges said determination. ²

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required of any officers, employees, and/or agents of Consultant. Consultant duties are as follows:

City Manager

Consultant Signature & Title

- B. In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant may make or participate in making a governmental decision, which may have a foreseeable material effect on a financial interest. As a result, the Consultant shall be subject to the Disclosure Category "Consultant" of the City's Conflict of Interest Code.

City Manager

Consultant Signature & Title

1. Fair Political Practices Commission Section 18700.3 defines a consultant as follows:

(a) For purposes of Sections 82019 and 82048, "consultant" means an individual who, pursuant to a contract with a state or local government agency:

(1) Makes a governmental decision whether to:

(A) Approve a rate, rule, or regulation;

(B) Adopt or enforce a law;

(C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;

(D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;

(E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;

(F) Grant agency approval to a plan, design, report, study, or similar item;

(G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.

2. Disclosure by Consultants: Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the City's adopted Conflict of Interest Code, subject to the following limitations: The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and closely supervised, and, thus, is not required to comply with the disclosure requirements in the City's adopted Conflict of Interest Code. Such written determination shall include a description of the consultant's duties. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as the City's adopted Conflict of Interest Code.

EXHIBIT E

LEVINE ACT CERTIFICATION

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$500 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

This statement must be provided for the company and for each consultant who will work with the City.

City of El Centro Council Members as of the date of this RFP/Agreement:

Sonia Carter
Marty Ellett
Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP? _____ YES _____ NO

If yes, please identify the Council Member: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES _____ NO

If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

DATE

(SIGNATURE OF CONSULTANT)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

Revised 01/01/2025

EXHIBIT F

CONSULTANT'S PROPOSAL

PROPOSAL TO PREPARE

NOISE, OPEN SPACE/CONSERVATION, AND SAFETY ELEMENT UPDATE



CITY OF EL CENTRO

October 15, 2025



Harris & Associates



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October 15, 2025

Andrea Montano
City of El Centro
Community Development
Department Planning and
Zoning Division
1275 W. Main Street
El Centro, CA 92243

REQUEST FOR PROPOSALS, NOISE OPEN SPACE/CONSERVATION, AND SAFETY ELEMENT UPDATE

Dear Evaluation Committee,

The City of El Centro (City) is undertaking an effort to update its **Noise, Open Space/Conservation, and Safety Elements**—an initiative that requires a planning and environmental team with experience in policy development, California Environmental Quality Act (CEQA) compliance, technical analysis, and stakeholder collaboration. At Harris & Associates (Harris), we share your values of resilience, sustainability, and public trust. We are excited to offer our team's services to help deliver a legally defensible, community-responsive update to your General Plan.

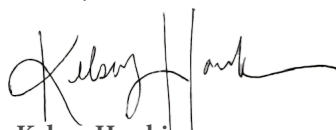
We understand the City's priorities—and we've done this work before. Harris led El Centro's 2021 General Plan Update Program Environmental Impact Report (EIR), providing the foundation for this update. With experience in Imperial County, our team brings a strong understanding of the region's planning landscape, environmental conditions, and community values. This local knowledge, combined with our direct experience on the City's General Plan, positions Harris to build on the existing Program EIR to streamline CEQA review, maintain internal consistency across elements, and deliver a coordinated update that reflects regulatory requirements and community priorities.

Proven Experience with General Plan Element Updates and CEQA Integration. Harris has extensive experience preparing and updating General Plan Elements for communities across California, with a focus on aligning technical analysis, policy development, and environmental review. Our work includes leading the City's General Plan Update and Program EIR, which emphasized public outreach, environmental sustainability, and community health. We have also supported similar efforts for the City of Santee and the City of Irvine to name a few, applying best practices in engagement, regulatory compliance, and CEQA integration to maintain consistency and streamline environmental review.

Deep Technical Bench in Environmental Planning and Policy. Our team includes environmental planners, CEQA practitioners, GIS specialists, public engagement experts, and technical experts in noise modeling, safety risk assessment, conservation policy, and climate adaptation. **Project Manager, Kelsey Hawkins** specializes in managing and authoring CEQA-compliant environmental documents for General Plan and Element updates, coordinating interdisciplinary teams to deliver analyses that support long-range planning and community resilience. **Principal-in-Charge, Ryan Binns, PMP, ENV SP** brings over 24 years of experience managing environmental and planning projects, leading teams in the preparation of CEQA and National Environmental Policy Act (NEPA) documentation and technical studies that support General Plan and Element updates.

We recognize that the City's community, landscape, and planning context are unique. We're offering a focused, locally grounded, and legally robust approach based on real familiarity with your City's plans, policies, and priorities. On behalf of Harris, thank you for the opportunity to support this important work.

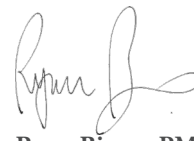
Sincerely,


Kelsey Hawkins
Project Manager

619.481.5020

Kelsey.Hawkins@weareharris.com

Kelsey will be the primary point of contact.



Ryan Binns, PMP, ENV SP

Principal-in-Charge

619.481.5015

Ryan.Binns@weareharris.com

Ryan is authorized to bind the firm contractually.

Harris & Associates, Inc.

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B. CONSULTANT QUALIFICATIONS

1. EXECUTIVE SUMMARY

About Harris

Harris specializes in developing community-driven planning and environmental solutions that reflect local values and meet all State regulatory requirements. Founded in 1974, Harris is a 100% employee-owned S Corporation with over 300 professionals across California and the western United States. Our Environmental Planning + Compliance team, consisting of more than 45 in-house experts, brings a proven record of preparing General Plan Elements, and CEQA documentation for jurisdictions statewide. The team's collective expertise spans land use and resource planning, noise analysis, open space and conservation policy, public safety and hazard mitigation planning, and environmental review. Known for producing high-quality, legally defensible, and clearly written documents, Harris delivers work products that are both technically sound and accessible to the public.

Staffing will be tailored to the City's specific needs for the Noise, Open Space/Conservation, and Safety Element updates. Harris uses a forward-looking, three-month staffing process to match the most qualified professionals to each task based on workload and expertise. Principal-in-Charge Ryan Binns, PMP, ENV SP, will provide executive oversight and quality assurance, while Project Manager Kelsey Hawkins will coordinate day-to-day project delivery, scheduling, and communication with City staff. Our team will draw on specialized technical staff in areas such as noise modeling, hazard mitigation, natural resource management, and environmental documentation. Harris will be supported by our sub-consultant, CR Associates, with subject-matter expertise and local experience related to high-quality transportation analyses and a deep understanding of the local environment. This structure makes sure the City receives a balanced, experienced team equipped to deliver the project efficiently, transparently, and in full compliance with State guidelines.

Comprehensive Scope Delivery, from Kickoff to Adoption

Our approach addresses every task in your work plan:

- We will develop a **detailed work plan and schedule** with regular meetings and milestone check-ins.
- In collaboration with the City, our team will **update each Element** to modernize and update policies in alignment with City priorities and State regulation, drawing on current data, regional plans, and regulatory guidelines.
- Our team will prepare a Public Participation Plan and **engage with the public** at major project milestones, including an online survey.
- We will prepare a **CEQA Addendum tiered from the 2021 Program EIR**, which Harris prepared and is intimately familiar with, allowing us to hit the ground running.
- We will coordinate with City staff to support **public review, Planning Commission, and City Council adoption**, ensuring accessibility of all deliverables.
- We will produce a **policy implementation plan** identifying required changes to the Zoning Code and other General Plan elements to maintain internal consistency and support long-term community goals.



Key Sub-consultant

Founded in 2011, Chen Ryan Associates, Inc. dba CR Associates (CRA) is a mobility transportation consultant with

over 70 professional engineers and planners working from two offices in Los Angeles and San Diego, California. CRA is a DBE, WBE, SB, and MBE certified firm committed to planning and designing transportation systems and identifying mobility improvements that create and support vibrant and sustainable communities. We provide a fully multimodal approach, building upon the multi-dimensional experiences of our staff, along with our dedication to serving the full range of client needs. We have prepared hundreds of transportation impact studies (LOS/VMT), conducted numerous traffic evacuation analyses, and delivered many active transportation plans and circulation elements to jurisdictions and communities across Southern California. Our experience and capabilities in these areas allow us to take on a wide range of transportation projects, bringing strong technical expertise combined with practical experience in a variety of environments and applications.

CRA has a strong record of preparing transportation studies that support CEQA and NEPA documentation for public infrastructure, including mobility, transit, and active transportation projects. Their experience includes greenhouse gas, air quality, noise, and environmental justice analyses, as well as evaluating CEQA exemption eligibility—key to timely and legally defensible environmental compliance.

They understand the procedural requirements and timelines under both state and federal law, including public engagement and documentation for CEQA/NEPA compliance. CRA has led environmental review efforts for controversial projects and remains at the forefront of SB 743 implementation, developing VMT-based guidelines and impact fee programs for agencies such as the **City of El Centro** and County of San Diego.

Their team is well-versed in both Vehicle Miles Traveled (VMT) analysis and Local Mobility Analysis using LOS and multimodal metrics. They regularly use tools like Synchro, SimTraffic, VISSIM, HCS, and the SANDAG MXD Trip Generation methods to prepare rigorous, defensible transportation analyses in support of Safety Element updates and General Plan EIR tiering strategies.

Experience in the preparation of Noise, Open Space/Conservation, and Safety Element Updates and the Associated Public Engagement

Harris has extensive experience preparing and updating General Plan Elements for communities across California, including work on Noise, Open Space/Conservation, and Safety Element updates. The firm has led comprehensive General Plan Updates and inclusive public engagement programs that reflect community priorities and long-term visions.

Our past experience has addressed issues such as hazard mitigation, noise compatibility, resource conservation, and climate resilience, while maintaining alignment with CEQA requirements and state planning mandates. This track record demonstrates Harris' ability to integrate policy development, environmental review, and community engagement into cohesive, forward-looking plans tailored to local needs.

Recent General Plan Updates have been completed for jurisdictions such as:

City of El Centro

City of Santee

City of Coronado

County of San Diego

City of Irvine

City of Victorville

City of Millbrae

City of Walnut Creek

City of Watsonville

County of Monterey



Harris understands that the City operates in a political environment and that communicating with the public in a timely and thoughtful manner is an important responsibility of the City.

2. PROJECT APPROACH

UNDERSTANDING OF PROJECT OBJECTIVES

The City of El Centro's update to its Noise, Open Space/Conservation, and Safety Elements reflects a forward-looking effort to modernize outdated policies, reduce exposure to excessive noise, conserve valuable open space and natural resources, and strengthen resilience to environmental and public safety hazards. These updates will provide a General Plan that remains responsive to community needs, State mandates, and best practices in public health, sustainability, and hazard mitigation.

APPROACH TO SCOPE OF WORK TASKS

Harris will begin the project with a collaborative kickoff meeting to confirm objectives, roles, and deliverables, maintaining consistency with the City's overall General Plan framework. Our team will compile and analyze existing policies, mapping, and data to identify current conditions, noise sources, sensitive land uses, and hazard-prone areas. The **Noise Element** will focus on protecting public health and welfare by minimizing exposure to excessive noise levels that affect quality of life, and on promoting land use compatibility through clear policies and standards for siting new development near existing and future noise sources. Special consideration will be given to sensitive uses such as housing, schools, and hospitals. The **Open Space/Conservation Element** will emphasize providing accessible parks, trails, and open spaces that enhance recreation, community health, and environmental quality, while preserving agricultural lands, water resources, and habitat areas to promote climate resilience and sustainable growth. The **Safety Element** will address risks associated with seismic activity, flooding, extreme heat, and urban fire hazards, updating policies to strengthen emergency preparedness, inter-agency coordination, and long-term hazard mitigation.

PUBLIC ENGAGEMENT STRATEGY

The Harris Team proposes an involvement strategy that includes innovative techniques, provides cost savings to the City, builds upon community involvement that has already been conducted, and utilizes and builds upon the expertise of the City staff. Harris will lead an inclusive, transparent outreach program that effectively reaches, educates, and engages the community throughout every stage of the project to reflect El Centro's community priorities. The strategy will combine traditional and digital engagement tools - such as an online survey, committee meetings, and interactive project websites - to engage residents, local organizations, business owners and underrepresented groups. Feedback gathered through these channels will be incorporated at key milestones in policy development and environmental review. All materials will be clear, accessible, and easy to understand, fostering participation, trust, and shared ownership of El Centro's future.

CONSISTENCY WITH CITY PLANNING DOCUMENTS AND CEQA

All work products will be fully aligned with the City's existing General Plan framework and related elements, including Housing and Mobility. In addition, element updates will reference and be consistent with other relevant planning documents such as the zoning ordinance, airport land use compatibility plans (including for the Imperial County Airport and Naval Air Facility), and the Imperial County Multi-Jurisdictional Hazard Mitigation Plan (MHMP) adopted in January 2021. The CEQA process will be integrated throughout the project to maintain environmental and legal compliance, with Harris evaluating tiering opportunities from the City's certified 2021 General Plan Program EIR to improve efficiency. Based on our history with the City and in-depth knowledge of the 2021 General Plan Update EIR, Harris will utilize a streamlined approach with an EIR Addendum as the appropriate CEQA documentation. This coordinated, transparent, and efficient approach will safeguard natural resources, enhance community safety, and support El Centro's long-term vision for sustainable, resilient growth.

DETAILED SCOPE OF WORK AND WORK PLAN

Task 1: Project Initiation

1.1 Kick-off Meeting

Harris will initiate a kick-off meeting with the City of El Centro's staff and project team. This meeting will establish a unified project vision, clarify roles and responsibilities, and set expectations for communication and deliverables. Items to discuss include a review and refinement of the detailed scope, preliminary schedule, procedures for invoicing, and protocols for data sharing.

1.2 Data Collection

Harris will gather, review, and analyze all existing background documents and datasets related to the City's General Plan, CEQA documentation, hazard mitigation plans, zoning ordinances, and historic resource inventories.

1.3 Public Participation Plan

Harris will develop a high-level public participation plan that provides a framework for stakeholder and community involvement tailored for El Centro. The public participation plan will be inclusive of community involvement conducted by Harris as well as City staff. Engagement will utilize a targeted online survey and a coordinated public review period for draft documents, in alignment with City expectations for focused outreach. The strategy will describe all engagement activities, roles and responsibilities, target groups, and key milestones for public feedback. Methods may include an interactive project website (see Section 2.3), and translation of materials to verify broad accessibility. At the City's request, Harris can include additional public engagement activities, such as public

workshops, focused stakeholder interviews, and pop up events. A summary of public feedback and participation metrics will accompany draft deliverables.

Deliverables:

- Data Needs List
- One draft and one final Public Participation Plan

Task 2: Draft Documents (Noise, Open Space/Conservation, and Safety Elements)

2.1 Noise Element Update

Harris will assess and characterize existing and anticipated noise conditions throughout the City, and protect residents from excessive noise, in accordance with the Noise Element Guidelines outlined in Appendix D to the Governor's Office of Land Use and Climate Innovation General Plan Guidelines. Tasks are described below.

Plan Review, Data Collection, and Modeling

Harris will work with the City to identify major noise sources in the City, including highways, railways, airports, and major industrial sources based on a review of existing baseline land use maps and published noise contours. Harris will attend one (1) virtual meeting with the City to discuss noise sources, noise sensitive areas of concern, and desired changes to the format or content of the noise element.

Harris will characterize the existing noise environment through a community noise monitoring survey. The noise monitoring survey will include up to five short-term (1-hour) and two long-term (24-hour) measurements. Harris will submit proposed measurement locations to the City for approval prior to conducting the survey.

Harris will prepare noise contours for major roadways based on data from the CR Associates traffic analysis and standard modeling equations from the Federal Highway Administration. Up to 20 roadway segments will be modeled. Noise contours will be presented graphically and in tabular format.

Harris will utilize and incorporate by reference noise contours prepared by Imperial County Airport and Naval Air Facility, prepared as part of airport land use compatibility plans. Noise from Douthitt Strip will be characterized based on available information regarding airstrip operation and previously prepared environmental documents. Railroad noise will be based on published information on railroad operations and associated noise levels. Or, if detailed track and rail activity data is available, Harris will use the Federal Railroad Administration CREATE Railroad Noise Model to estimate railroad noise exposure.

Deliverables:

- Data Needs List
- Notes on noise sources and sensitive receptors
- Proposed noise monitoring survey locations

Goals and Policies Updates

Following receipt of information needs, review of collected data, and modeling, Harris will evaluate community exposure to excessive noise. Harris will prepare an Excel table with current and proposed new goals and policies to provide measurable noise policies, land use compatibility standards, and mitigation measures to minimize conflicts between noise sources and sensitive uses. Existing Noise Element policies and standards will be incorporated to the extent applicable, and updated to reflect current conditions and City priorities. Harris will use strike through/underline to identify changes to existing goals and policies.

Drafting of this element will focus on supporting land use compatibility, protecting health, and integrating noise mitigation strategies into long-range planning. Noise Element preparation will acknowledge that changes in the noise environment are inevitable in accommodating planned growth and changes to land use patterns, and will seek to outline clear expectations for the future mitigation of noise exposure. Policies may include specific guidelines for acceptable or preferred noise mitigation, such as noise barrier design or noise barrier alternatives. Harris will attend one (1) virtual meeting with the City to discuss this initial draft. The City will review updates and provide one set of consolidated comments on the draft goals and policies. Harris will prepare a final draft list of goals and policies for inclusion in the updated element after receipt of consolidated City comments. Harris will attend one (1) virtual meeting with the City to discuss changes made and resolve all issues. The final draft list will be incorporated into a revised and updated element.

Deliverables:

- One (1) Draft and one (1) Final Excel Table with Current and Proposed Goals and Policies

Updated Noise Element

Unless otherwise requested by the City, Harris will utilize the current structure of the 2004 element and make modifications as needed. Harris will update descriptions of the noise environment and potential noise exposure based on the results of the data collection and evaluation described in subtask Plan Review, Collection and Modeling and subtask Goals and Policies Updates. Up to three new figures will be prepared, including existing roadway contours, future roadway contours, and a map identifying other noise sources. The element will incorporate new and updated policies resulting from sub task Goals and Policies Updates.

A draft update of the element will be provided for City review.



The City of El Centro leads in environmental initiatives and sustainability. With the geothermal plant, expansive solar farms, and comprehensive efforts in water conservation, green building practices, recycling, and air quality improvement, the City stands out for its commitment to environmental responsibility and sustainable development.

The City will provide Harris with one set of consolidated comments on the draft update. This scope and cost include up to two (2) virtual meetings to discuss revisions and updates.

Upon confirmation of completed review by the City that all parties who need to review the document have done so, and all consolidated comments have been received by City staff, Harris will revise the updated element and prepare a final draft that will be ready for public review. Harris will provide the City with both a Word and PDF version of the final element.

If additional iterations and rounds of review become necessary, additional scope and cost or contingency may be required.

Deliverables:

- One (1) First Draft Noise Element (electronic MS Word copy) for administrative review.
- One (1) Second Draft Noise Element (Public Review Draft) (electronic MS Word copy) for public review.

Updated Noise Ordinance

Harris will review the City's Noise Abatement and Control Ordinance (Municipal Code Section 17.1) for consistency with the Noise Element updates. If necessary, Harris will make recommendations for updating the ordinance.

Deliverables:

- One (1) Draft and one (1) Final Updated Noise Abatement and Control Ordinance (MS Word and PDF)

2.2 Open Space/Conservation Element Update

The State of California passed SB 1425 in 2022 to require that jurisdictions update their open space element by January 1, 2026. The law requires the City to include plans and an action program that address specified issues, including climate resilience and other co-benefits of open space, correlated with the safety element. The California Government Code was updated (Section 65565.5) requiring the City to address the following:

1. Access to open space for all residents in a manner that considers social, economic, and racial equity, correlated with the environmental justice element or environmental justice policies in the general plan, as applicable.
2. Climate resilience and other co-benefits of open space, correlated with the safety element.
3. Rewilding opportunities, correlated with the land use element.

Rewilding opportunities may include, but are not limited to, opportunities to preserve, enhance, and expand an integrated network of open space to support beneficial uses, such as habitat, recreation, natural resources, historic and tribal resources, water management, and aesthetics; and may include establishing a natural communities conservation plan to provide for coordinated mitigation of the impacts of new development.

The State of California passed AB 1889, Enhancing Wildlife Movement and Connectivity Planning, in 2024 to require jurisdictions to update the conservation element upon the next revision of a General Plan after January 1, 2028. This bill focuses on identifying impacts of development on wildlife movement and habitat connectivity; identifying and analyzing connectivity areas, permeability, and natural landscapes; and incorporating guidelines, standards, and best available science. Though compliance with AB 1889 is not required at this time there will be efficiencies for the City to comply with this legislation upon this Open Space/Conservation Element update.

Plan Review & Data Collection

Harris will work with the City to outline the correlation between open space and existing policies in the 2004 General Plan Open Space/Conservation Element as well as the ongoing updates to the Noise Element and Safety Element.

Harris will attend one (1) meeting with the City to discuss SB 1425 and AB 1889 and what sections of the Open Space/Conservation Element (formerly titled Conservation/Open Space Element) require updates to meet State law and respond to this RFP. The current element provides goals and policies for agriculture and soils; water; open space and natural resources; community and historic resources; air quality; health and safety; geothermal resources; and energy conservation.

Harris and the City will focus on what is required to make the current element comply with SB 1425 and AB 1889 and to include updates to agricultural and soils conservation, water quality, air quality, and protection of natural habitats. The update will promote compact growth, sustainable land management, and recreational opportunities through parks, trails, and canal-based pathways.

Harris and the City will determine at this stage the structure of the element update that will inform the element release for public review.

Harris will take notes on the correlation between other elements and structure of this update at the meeting and distribute meeting notes afterwards.

Deliverables:

- Data Needs List
- Notes on Correlation of Other Elements and Update Structure

Goals and Policies Updates

After receiving all data needs requested from the City, Harris will prepare an Excel table with current and proposed new goals and policies to comply with SB 1425 and AB 1889 and address updates to other sections of the element as needed. Harris will also strikethrough/underline changes to existing goals and policies if needed. Harris will attend one (1) meeting with the City to discuss this initial draft. The City will review updates and provide one set of consolidated comments on the draft goals and policies. Harris will prepare a final draft list of goals and policies for inclusion in the updated element after receipt of consolidated City comments. Harris will attend one (1) meeting with the City to discuss changes made and resolve all issues. The final draft list will be incorporated into a revised and updated element.

Deliverables:

- One (1) Draft and one (1) Final MS Excel Table with Current and Proposed Goals and Policies

Updated Open Space/Conservation Element

Harris will prepare a new section to be included in the current element explaining the requirements of SB 1425 and AB 1889. Harris will also prepare a new section that details rewilding opportunities and establish new goal(s) and policies for rewilding. The City will provide any updates to the current element that have occurred in the City since adoption of the current element for inclusion in the updated element. Harris will utilize the current structure of the 2004 element and make modifications as needed. The draft updated element will focus on City-specific issues and policies, programs, and plans.

A draft update of the element will be provided for City review. The City will provide Harris with one set of consolidated comments on the draft update. This scope and cost include up to two (2) virtual meetings to discuss revisions and updates. The draft update will include up to 5 new maps.

Upon confirmation of completed review by the City that all parties who need to review the document have done so, and all consolidated comments have been received by City staff, Harris will revise the updated element and prepare a final draft that will be ready for public review. Harris will provide the City with both a Word and PDF version of the final element.

If additional iterations and rounds of review become necessary, additional scope and cost or contingency may be required.

Deliverables:

- One (1) First Draft Open Space/Conservation Element (electronic MS Word copy) for administrative review.
- One (1) Second Draft Open Space/Conservation Element (Public Review Draft) (electronic MS Word copy) for public review.

2.3 Safety Element Update, Vulnerability Assessment, & Evacuation Analysis

Consistent with Government Code Section 65302(g), the Safety Element must provide for the protection of the community from any unreasonable risks associated with the effects of:

- Seismic risks and geologic hazards, including, but not limited to:
 - seismically induced surface rupture,
 - ground shaking,
 - ground failure,
 - tsunamis,
 - seiche,
 - dam failure,
 - slope instability leading to mudslides and landslides, subsidence, liquefaction, and
 - other seismic hazards identified pursuant to Chapter 7.8 (commencing with Section 2690) of Division 2 of the Public Resources Code, and other geologic hazards known to the legislative body;
- Flooding;
- Drought;
- Wildland and urban fires;
- Climate change adaptation and resilience, including a vulnerability assessment;
- Evacuation routes and locations of identified fire and seismic hazards;
- Other required topics, including military installations, peak load water supply requirements, and minimum road widths and clearances around structures; and
- Natural Infrastructure.

The Safety Element must also include:

- An established set of comprehensive goals, policies, and objectives for the protection of the community from the unreasonable risks of flooding.
- An established set of feasible implementation measures designed to carry out the goals, policies, and objectives for flood protection.
- Updates as necessary to address the risk of fire for land classified as state responsibility areas and land classified as very high fire hazard severity zones.

The following scope of work represents the Harris Team's proposed approach to reviewing and amending the City's Safety Element in compliance with state law.

Safety Element Advisory Committee Meetings

The Harris Team is committed to being adaptive and responsive to City staff throughout the planning process. As detailed under Task 1.1, the Harris Team will coordinate a kick-off meeting with the City of El Centro's staff and project team. In addition to a kick-off meeting, Harris recommends conducting two (2) Safety Advisory Committee meetings with members of City staff, including but not limited to fire, police, public works, parks and recreation, planning and zoning, emergency management, and public information staff. This allows the City staff most responsible for carrying out policy regarding emergency evacuation and other hazards management an essential review of the element. This will also help the City define all the goals, policies, objectives, and implementation measures. The Harris Team will facilitate the following meetings in support of the Safety Element Update:

- Safety Advisory Committee Meeting #1: Rationale for Update, City's Hazard Risk
- Safety Advisory Committee Meeting #2: Updated Policies, Goals, Objectives, and Implementation Measures, Vulnerability Assessment results, Evacuation Route Analysis

Deliverables:

- One (1) Draft and one (1) Final Meeting Agenda, Presentation, and Meeting Minutes for each of two (2) Stakeholder Advisory Committee Meetings.

Plan Review & Data Collection (Identify Critical Assets)

The Harris Team will review the City's Safety Element, 2021 Imperial County Multi-Jurisdictional Hazard Mitigation Plan, Harris' Climate Vulnerability Assessment and Evacuation Route Analysis (see below), and other relevant data. This review will help the Harris Team identify potential hazards of concern to the City.

Following the identification of assets of concern, the Harris Team will prepare a Request for Information that includes GIS data that the City maintains. The Request for Information will also include any local hazard analyses or mapping completed on behalf of the City.

Deliverables:

- Data Needs List

Vulnerability Assessment

The Harris Team, referencing the recommended California Adaptation Planning Guide and Southern California Adaptation Planning Guide section, will facilitate an adaptation planning process that features a robust vulnerability assessment.

Specifically, we will develop a scoring rubric and rationale to

assign scores (low, medium, high) for each asset of concern with respect to hazard exposure, sensitivity, and adaptive capacity.

The Vulnerability Assessment will evaluate the following:

1. **Risk Assessment.** The Harris Team will record and, where appropriate, map historical, baseline, and future climate projections for potential climate hazards identified through the plan review process using the available scientific sources, including Cal-Adapt, FEMA, California Environmental Protection Agency (CalEPA), and internal City data sources of information on past exposure (i.e. historical flooding and wildfire events). The outcome of this sub-task will be detailed profiles of hazards of concern, that includes qualitative descriptions, quantitative projections (hazard likelihood), and geospatial information (hazard extent).
2. **Identify Assets of Concern.** The Harris Team will develop selection criteria to help the City identify which built, natural, and cultural asset types owned or managed by the City should be considered critical, or "of concern." We will facilitate a staff meeting to present selection criteria and finalize a list of critical assets.
3. **Assess Exposure.** The Harris Team will identify critical assets that are in potential hazard areas or subject to climate stress. The outcome of the exposure assessment is the identification of critical assets that could be subject to the hazards of concern, and identify which future climate scenarios lead to exposure (i.e. 100 vs 500-year flood). The Harris Team will work with City staff to understand the features of asset types that make them more or less sensitive to specific hazards of concern, and what existing resources, programs, policies, or features are in place that make them more resilient to climate impacts.
4. **Assess Sensitivity.** The Harris Team will leverage existing tools including the California Heat Assessment Tool, CalEnviroScreen 4.0, among other social vulnerability indices to identify sensitive populations. For physical buildings and infrastructure, the Harris Team will facilitate a meeting with City staff to obtain city-specific information on asset sensitivity as well as adaptive capacity.
5. **Assess Adaptive Capacity.** The Harris Team will work with City staff to identify actions the City has already taken or put in place to prepare for current and future climate hazards, or features of assets that make them more able to withstand hazard events.
6. **Prepare Report.** The Harris Team will prepare an administrative draft for City staff review and feedback. We will incorporate City consolidated feedback from the first draft into a public review draft, which will be an appendix to the updated Safety Element.

The results of the Vulnerability Assessment will inform updated adaptation and resiliency goals, policies, objectives, and feasible

implementation measures for inclusion in the Safety Element. The results will be attached to the Safety Element as an appendix with summary text of the findings within the element.

Deliverables:

- One (1) Scoring Rubric for Exposure, Sensitivity, and Adaptive Capacity.
- One (1) Finalized List of Assets of Concern.
- One (1) Draft Vulnerability Assessment (one (1) electronic MS Word copy) for administrative review.
- One (1) Final Vulnerability Assessment (one (1) electronic MS Word copy with track changes, one (1) MS Word file, one (1) electronic collated PDF) to include as an appendix to the Safety Element for public review.

Evacuation Route Analysis

Harris will perform an Evacuation Route Analysis to comply with the following State law:

- Assembly Bill (AB) 747 (2019) requires the City to update the Safety Element of its General Plan to identify evacuation routes and assess the capacity, safety, and viability of those routes under a range of emergency scenarios.
- Senate Bill (SB) 99 (2019) requires the City to identify residential developments in hazard areas that do not have at least two emergency evacuation routes (i.e., neighborhoods or households within a hazard area that have limited accessibility).
- AB 1409 (2021) requires the City to identify evacuation locations.

This evacuation analysis will evaluate the efficacy of existing evacuation routes in the City under various hazard scenarios, in compliance with AB 747, and will identify residential developments without sufficient evacuation routes, in compliance with SB 99. Evacuation locations would also be provided in compliance with AB 1409.

On October 5, 2023, the Governor's Office of Planning and Research (OPR) (now known as Office of Land Use and Climate Innovation [LCI]) staff released a Draft Evacuation Planning Technical Advisory to guide cities and counties updating the safety element of their general plans pursuant to the evacuation requirements mandated by AB 747, SB 99, and AB 1409, and subsequently codified in Gov. Code Sections 65302(g) and 65302. This Draft Evacuation Planning Technical Advisory is available here: https://www.opr.ca.gov/docs/20231004-Evacuation_TA_for_Public_Comment.pdf. Harris will comply with the steps in the Technical Advisory.

The Evacuation Route Analysis will be attached as an appendix to the updated Safety Element and the results will be summarized in the element. Goals, policies, objectives, and implementation measures pertaining to evacuation will

be included in the element. Harris will respond to one set of consolidated comments from the City and comments from the Safety Advisory Committee input and prepare a final draft analysis for inclusion in the element.

Deliverables:

- One (1) Draft set of Evacuation Route Maps and Analysis.
- One (1) Final set of Revised Evacuation Routes Maps and Analysis based on City feedback.

Updated Safety Element

The Harris Team will prepare a Safety Element update that incorporates new information related to flood and fire risk and climate adaptation and resilience based on relevant State law. The element will also incorporate the supplemental Vulnerability Assessment and Evacuation Route Analysis, and any policies that were developed to increase preparedness and access to evacuation routes in high-risk areas.

The City will provide consolidated comments on the first draft Safety Element for Harris review.

Deliverables:

- One (1) First Draft Safety Element (electronic MS Word copy) for administrative review.
- One (1) Second Draft Safety Element (Public Review Draft) (electronic MS Word copy) for public review.

2.4 Economic Development Element Elimination

Harris will perform a review of the current Economic Development Element and cursory review of the other General Plan elements. Harris will prepare documentation to formally eliminate the obsolete Economic Development Element from the General Plan, and revise plan content as needed for internal consistency, in consultation with City staff and stakeholders. Harris will remove mention of this element from other General Plan elements updated as part of this proposal and perform a consistency check for instances and revise and retain some policy if applicable.

2.5 Public Review of Draft Elements

As described under Tasks 2.1 through 2.3, Harris will prepare one public review draft of all updated elements for agency, stakeholder, and public review. The Harris Team will be responsible for preparing all necessary content to support City staff in facilitating the public comment period, including content for the City's website presenting the public draft elements with summaries of each element and inviting the public to comment on the draft documents. Harris will also submit the Safety Element to the California Department of Forestry and Fire Protection (Cal Fire) 90 days before adoption and to the State Geology Board in accordance with State Law.

2.6 Revision of Draft Elements

The Harris Team will review all comments received on the draft elements during public review and will update the draft elements following public review as necessary based on comments received from the general public, Cal Fire, and the State Geology Board and other agencies. Harris will provide one set of revisions for each element. The City will approve any changes to be made to the elements prior to Harris making changes. Harris will submit the final elements to the City for recommendation and adoption. This scope assumes no hard copies of the General Plan Element Updates are required.

Noise Element

Updates to the final Noise Element, if any, will not exceed 8 hours of professional staff time.

Deliverables:

- One (1) Final Updated Noise Element (one (1) electronic MS Word copy with track changes, one (1) MS Word file, one (1) electronic collated PDF) for Planning Commission and City Council adoption.

Open Space/Conservation Element

Updates to the final Open Space/Conservation Element, if any, will not exceed 10 hours of professional staff time.

Deliverables:

- One (1) Final Updated Open Space/Conservation Element (one (1) electronic MS Word copy with track changes, one (1) MS Word file, one (1) electronic collated PDF) for Planning Commission and City Council adoption.

Safety Element

Updates to the final Safety Element, if any, will not exceed 10 hours of professional staff time.

Deliverables:

- One (1) Final Safety Element (one (1) electronic MS Word copy with track changes, one (1) MS Word file, one (1) electronic collated PDF) for Planning Commission and City Council adoption.

2.7 Technical Analyses

2.7a Transportation Studies (CRA)

CRA will prepare a roadway segment capacity analysis in support of the El Centro's update to the Noise Element. CRA will commission 24-hour traffic counts (ADT) at up to 20 representative roadway segments throughout the City to obtain existing traffic volumes. This data will be utilized to conduct an existing conditions analysis as well as to develop General Plan buildout conditions volumes. For each roadway segment analyzed, CRA will provide roadway design details for both existing and buildout conditions, including Circulation Element roadway classification, number of lanes, and design speed limit. Additionally, CRA will prepare a CEQA-compliant technical

report that addresses the transportation-related questions outlined in Appendix G of the CEQA Guidelines. The analysis will focus on topics related to Vehicle Miles Traveled (VMT), active transportation, roadway safety and hazards, and emergency access.

Deliverables:

- Roadway Segment Capacity Analysis Table (MS Excel/PDF)
- Supporting Transportation Analysis (CEQA-compliant) Report.

2.7b SB 18 Tribal Consultation Support

Harris will request the SB 18 list of tribes from the Native American Heritage Commission (NAHC). Upon receipt, Harris will draft and provide the City with the SB 18 invitation to consult letters for submission to the listed tribes via certified mailing. The letters will include a map of the proposed project site. Harris will assist the City through attendance of up to four (4) SB 18 tribal consultation meetings. This scope assumes the City will be responsible for all mailings and that a records search will not be required, as the records search for the 2021 General Plan Update Program EIR was conducted within the last five years.

Deliverables:

- Draft and Final SB 18 Tribal Invitation to Consult Letters

Task 3: CEQA Documentation

3.1 CEQA Approach and Tiering

Harris will confirm the applicability of the 2021 General Plan Program EIR as a basis for CEQA compliance. This scope of work assumes that an EIR Addendum is the appropriate CEQA document, tiering off of the General Plan Update Program EIR from 2021. If it turns out that a Supplemental EIR is required, a cost amendment will be required.

3.2 CEQA Documentation Preparation

3.2a Draft EIR Addendum

Harris will prepare an EIR Addendum in compliance with CEQA. A cover page and table of contents will be provided, and any project-specific technical studies will be included as appendices.

Harris will prepare a Draft EIR Addendum that includes the following sections: Introduction, Project Location, Basis of Decision to Prepare an EIR Addendum, Project Description, Environmental Setting and Surrounding Land Uses, and Background. The Project Description section will describe the basic characteristics of each project component, including location, technical and environmental characteristics of the proposed improvements, and project construction methodologies. The project description will be based on information provided by the City. Each topic addressed in detail in the 2021 Program EIR will then be evaluated in the EIR

Addendum for consistency with the project. Topics screened out in the Program EIR Initial Study will be mentioned in the EIR Addendum's Introduction section and include a brief project consistency discussion. The Environmental Analysis section will include the following topics:

- Agriculture and forestry
- Air quality
- Biological resources
- Cultural and Tribal Cultural Resources
- GHG emissions
- Noise
- Transportation

Each topic will be addressed separately. Each topic section will identify the previously identified impacts and mitigation in the Program EIR. An environmental checklist summary box will be presented to identify if the project's impacts were examined in the Program EIR. A summary discussion providing substantial evidence that supports the environmental checklist conclusions will be provided for each issue question for the topic. Where applicable, any project-specific technical studies will be referenced and summarized to address the project's impacts. Additionally, where applicable, the EIR Addendum will identify mitigation measures from the Program EIR that apply to the project. Mitigation measures may be enhanced or tailored to address the project; however, it is assumed that no new impacts requiring new mitigation measures will be required.

3.2b EIR Addendum Revisions & Final Document

Harris will revise the Draft EIR Addendum based on comments from the City. This scope and cost assume two rounds of revisions based on City comments. Then Harris will prepare the Final EIR Addendum for the project based on comments from the City.

Deliverables:

- Revised Addendum in MS Word and PDF
- Final EIR Addendum in MS Word and PDF

3.2c Mitigation Monitoring and Reporting Program

Harris will prepare the Draft Mitigation Monitoring and Reporting Program (MMRP) based on information provided in the EIR Addendum and submit the Draft MMRP to the City for review. Harris will prepare the Final MMRP based on comments from the City.

Deliverables:

- Draft and Final MMRP in MS Word and PDF

Task 4: Implementation Plan and Adoption

4.1 Implementation Plan Development

Harris will produce an Implementation Plan that details all actions, responsible departments, timelines, and required amendments to the Zoning Ordinance and City Development Standards for each updated element. Tasks include:

- Drafting of actionable steps for integration of updated Elements into City codes and procedures
- Preparation of staff reference materials and monitoring protocols
- Assignment of roles for tracking, periodic review, and updates
- Assignment of timelines

The Implementation Plan will help the City transition the updated framework into day-to-day practice and future planning efforts. It assumed the Implementation plan would be compiled into tabular format in an Excel Spreadsheet.

Deliverables:

- Draft and Final Implementation Plan in MS Excel and PDF

4.2 Planning Commission Hearing

The Harris Team will present the final elements to the Planning Commission for approval and obtain recommendations for City Council consideration. This effort includes a total of 16 hours total for two professional staff to attend one (1) Planning Commission hearing.

Deliverables:

- Two (2) Power Point Presentations (one (1) draft and one (1) final PPT for each element)
- Planning Commission Staff Report preparation

4.3 City Council Hearing

The Harris Team will present the final elements to the City Council for adoption and answer questions pertaining to the element updates. Harris will address minor comments from Planning Commission and make final adjustments necessary for formal adoption by City Council. This effort includes a total of 16 hours total for two professional staff to attend one (1) City Council hearing.

Deliverables:

- Two (2) Power Point Presentations (one (1) draft and one (1) final PPT for each element)
- City Council Staff Report and adoption packets preparation (not to exceed 8 hours of professional staff time)

Task 5 Project Management and Meetings

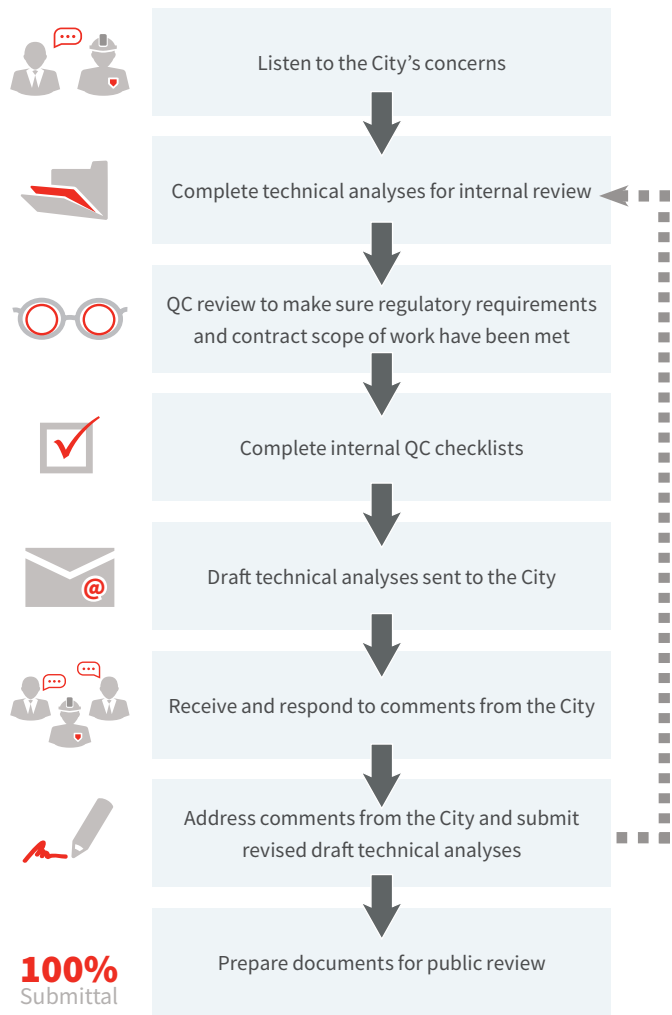
5.1 Project Management

The Harris management team will organize and track the preparation of the General Plan Element Updates and EIR Addendum in terms of technical scope of work, budget, and scheduling; oversee its implementation; and organize and oversee report preparation. Harris will coordinate with City staff and internal staff. This scope assumes management of the project will last one year.

5.2 Project Meetings

Harris will participate in up to one year’s worth of meetings (held monthly) which assumes 12 1-hour conference calls with City staff to discuss project progress, share project information, and resolve potential issues that may arise during preparation of the Draft General Plan Element Updates and EIR Addendum.

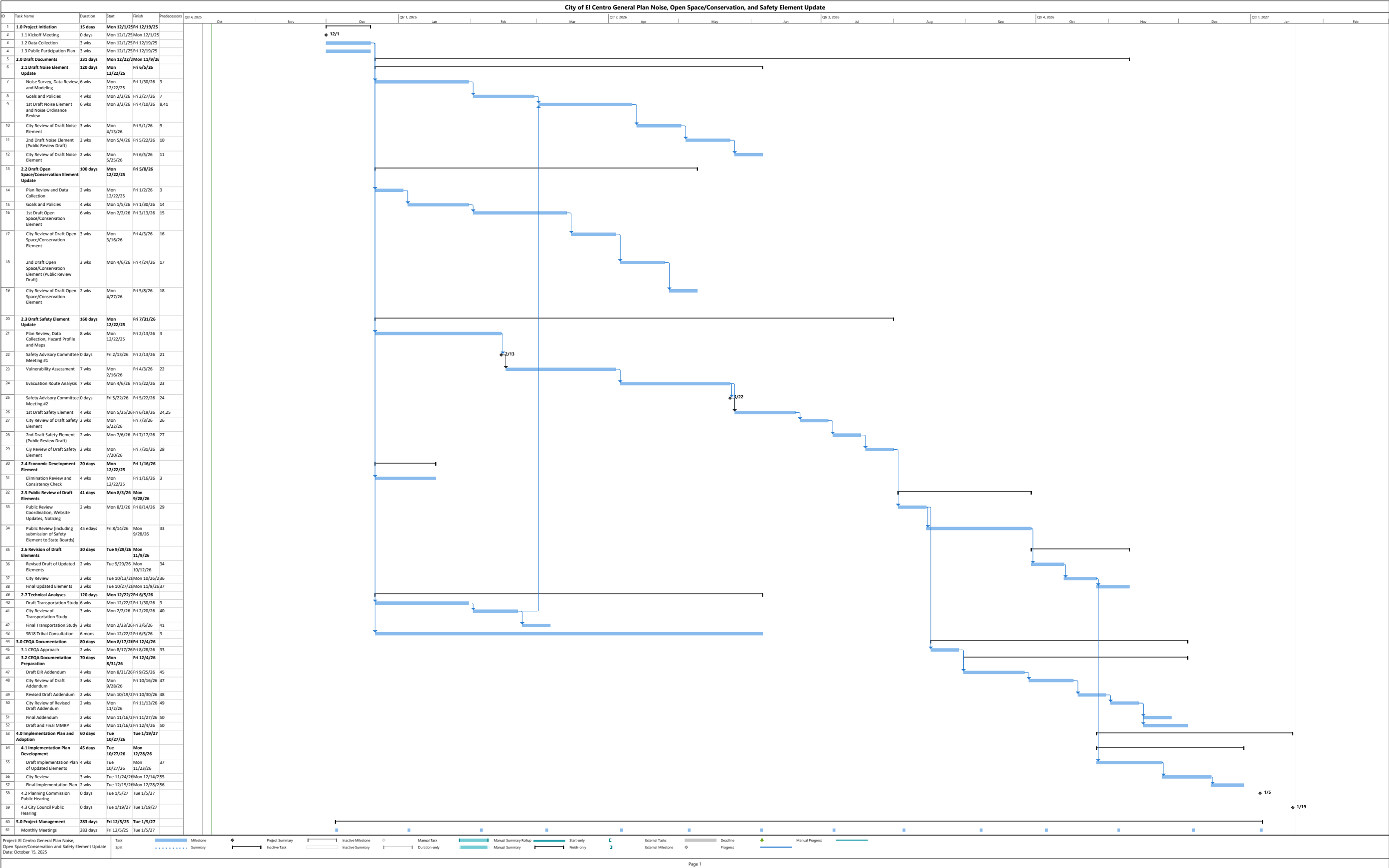
QA/QC Management Process



3. WORK SCHEDULE AND MILESTONES

Comments on City’s Tentative Schedule

The City’s tentative schedule is both ambitious and feasible. We recommend regular monthly status meetings and early alignment of CEQA documentation to make sure environmental review does not delay adoption. The timeline supports all objectives and fits within the \$200,000 budget allocated for 2025.



4. QUALIFICATIONS AND EXPERIENCE

The Harris team brings extensive experience supporting cities and counties across California with General Plan and Element updates, including the preparation of program-level, tiered, and project-specific environmental documentation in compliance with the CEQA and NEPA. Our in-house technical specialists prepare supporting studies that inform long-range planning policies and environmental analysis, including noise assessments and contour mapping; air quality and greenhouse gas emissions modeling; hydrology and water quality analysis; and biological, cultural, and agricultural resource evaluations. Our team also develops hazard mitigation and resilience strategies that inform Safety Element updates and open space and conservation planning efforts. Drawing on this multidisciplinary expertise, Harris has tailored this work plan to provide efficient, defensible documentation that integrates seamlessly with General Plan policies, verifying consistency with State guidelines and the City's vision for sustainable and resilient growth.

Harris engages residents, stakeholders, and underrepresented groups through multilingual materials, targeted outreach, and accessible participation opportunities—both in-person and online. Our approach combines interactive workshops, digital surveys, and pop-up events designed to meet people where they are, fostering trust and transparency throughout the process. By aligning outreach with key project milestones, Harris takes public input and directly informs planning and design outcomes, resulting in projects that reflect local priorities, strengthen community identity, and advance equitable growth.

Harris has extensive experience preparing and updating General Plan Elements for communities across California, including work on Noise, Open Space/Conservation, and Safety Element updates. The firm has led comprehensive, inclusive public engagement programs that reflect community priorities and long-term visions.

CRA's Expertise in Preparation of Transportation Studies in Support of CEQA/NEPA Environmental Documents

CRA has a proven track record of successfully completing complex and controversial transportation engineering studies in support of CEQA and NEPA environmental documents for public and private developments, transit initiatives, active transportation projects, and broader mobility efforts. This extensive experience provides CRA with in-depth knowledge of the environmental process, including specific state and federal requirements such as greenhouse gas analysis, air quality and noise assessments, and environmental justice evaluations necessary for NEPA compliance and certification. Both federal and state regulations mandate technical protocols related to community notification and engagement, as well as precise timelines and filing requirements.

As part of its transportation engineering services, CRA leads the implementation of CEQA and NEPA environmental regulations and requirements. The firm's expertise enables its teams to anticipate, schedule, and manage environmental processing needs, including the evaluation of CEQA exemptions—statutory, categorical, and common-sense. Statutory exemptions apply to specific project types regardless of their potential environmental impacts. Categorical exemptions may be used for classes of projects that typically do not result in significant environmental impacts, though they are not applicable if the project could cause such impacts. Commonsense exemptions apply to plans or projects that clearly would not or could not cause significant environmental effects, and are used only when no other exemption category is applicable.

CRA remains at the forefront of SB 743 implementation. The firm has supported numerous jurisdictions in developing SB 743-compliant transportation study guidelines and VMT-based transportation impact fee programs, including work for the City of El Centro, County of San Diego, Port of San Diego, San Diego Unified School District, and the cities of San Diego, Chula Vista, and Solana Beach. CRA staff have also played a key role in shaping the region's Transportation Impact Study Guidelines for SB 743 through participation in the ITE Mobility Task Force SB 743 Subcommittee. Their deep understanding of regional transportation models enables accurate interpretation of traffic forecast volumes, mode splits, and vehicle miles traveled (VMT) calculations for projects.

In addition to VMT analysis required under SB 743, local agencies continue to require a Local Mobility Analysis, which evaluates vehicle level of service (LOS) and other travel modes. CRA's traffic engineers have prepared hundreds of transportation studies using LOS methodologies and are well-versed in the procedures, standards, and approaches required to deliver successful studies. Their success is largely due to extensive expertise with the Highway Capacity Manual (HCM) and a wide array of traffic engineering software tools, including Synchro, SimTraffic, VISSIM, Traffix, Highway Capacity Software (HCS), SIDRA, and the SANDAG MXD methods and tools for Smart Growth Trip Generation. CRA also actively contributes to the development of performance metrics and evaluation frameworks that promote a modally balanced view of urban travel.

Our Team's experience supporting cities and counties across California with General Plan and Element updates.

Client	Dates	Complete General Plan Update	Noise Element	Safety Element	Open Space/Conservation Element	Environmental Justice Element	Housing Element	Land Use Element	Circulation Element	Climate Action Plan/Element	CEQA Documentation
City of El Centro	2019 - 2021					●		●	●		●
City of Irvine	2021 - 2025	●	●	●				●		●	●
City of Santee	2021 - 2022			●		●					●
City of Coronado	2023 - 2024						●	●			●
City of Victorville	2020 - 2023	●		●		●	●	●			●
City of Millbrae	2022 - 2024						●				
City of Walnut Creek	2024 - Ongoing			●			●			●	
City of Watsonville	2019 - 2020					●				●	●
County of Monterey	2022 - Ongoing			●	●	●	●				
County of San Diego	2020 - 2022								●	●	●



The following is a list of projects completed by Harris relevant to the proposal that have been completed in the last five years.



General Plan Update Program EIR - Land Use and Mobility Element Update and Environmental Justice Element City of El Centro

Harris completed a General Plan Update for the City of El Centro, which included the preparation of the Land Use, Mobility, and Environmental Justice (EJ) Elements, in compliance with the requirements of Senate Bill 1000. The elements were designed to improve sustainability, promote public health, anticipate future advancements in transportation technology, and maintain internal consistency with the remainder of the General Plan.

The updated Land Use Element recognized the importance of aesthetics, design, and community character in strengthening El Centro's cultural uniqueness and its American and Mexican traditions by promoting the arts and culture as an integral part of the plan and its implementation. The plan included a new EJ Element that was designed so that all El Centro residents were treated equitably with respect to environmental regulations and were protected from disproportionate environmental and health burdens. The public outreach plan emphasized methods for Spanish speakers to have equal opportunity to provide input during the development of the plan.

Harris prepared the Program Environmental Impact Report (PEIR), which identified potential impacts on a program level rather than a specific project level that would result from project implementation. The PEIR identified a range of potential impacts resulting from future development allowed under the project and identified mitigation measures that future

development could implement to reduce potentially significant effects.

The PEIR required close coordination between the proposed land use and mobility plans, which had to be provided at the right time to initiate the environmental analysis included in the PEIR. The Harris team collaborated with the design team on this project and demonstrated that successful teams communicate well and often. Harris and the design team "spoke the same language," which was essential when delivering different project components.

The project was funded through a Caltrans Sustainable Communities Grant. To work within the grant budget and streamline the CEQA process, Harris tiered from adopted documents and prepared an initial study to scope out environmental topics and develop a focused PEIR.

The Harris team worked in close collaboration with the client to successfully complete the project on time, within budget, and with a high-quality, legally defensible document.



Environmental Consulting Services

City of El Centro

As the City's on-call environmental consulting partner, Harris & Associates provides a full suite of CEQA and NEPA services for capital improvement and private development projects throughout El Centro. This includes support for roadway, water, wastewater, park, and planning initiatives funded by both local and federal sources.

Harris' role includes preparing and reviewing environmental documents such as Categorical Exemptions, Initial Studies, Mitigated Negative Declarations (IS/MNDs), and EIRs, as well as NEPA compliance documentation including Categorical Exclusions (CEs) and Environmental Assessments (EAs). Our work emphasizes regulatory compliance, technical quality, and legal defensibility across all deliverables.

Key responsibilities included:

- Conducting early project review and CEQA/NEPA strategy development.
- Performing or managing technical studies (air quality, greenhouse gas, noise, biological resources, cultural resources, traffic).
- Coordinating with regulatory agencies such as Caltrans, the State Water Resources Control Board, and the U.S. Fish and Wildlife Service.
- Supporting permitting efforts including Clean Water Act Section 401 and 404, and Endangered Species Act compliance.

- Providing quality assurance/quality control (QA/QC) reviews to ensure all documents met legal and regulatory standards.

Led by senior environmental professionals, Harris provides hands-on project management, closely coordinates with City staff to manage multiple projects concurrently. Our team adhered to project schedules and grant requirements (e.g., Caltrans-funded projects) while responding to the City's evolving development and infrastructure priorities.

Harris delivers timely, high-quality environmental documentation that enables the City of El Centro to advance essential infrastructure and planning projects in compliance with state and federal environmental laws. Our partnership supports the City's goals of sustainable development, regulatory transparency, and community-oriented planning.



Housing, Safety, and Environmental Justice Elements County of Monterey

The Harris team is currently working with the County of Monterey to prepare their General Plan Update consisting of their 6th Cycle Housing Element Update in accordance with HCD requirements, as well as the Safety Element update and a new Environmental Justice (EJ) Element to address disadvantaged communities within the County. Harris' roles and responsibilities for the project include leading a robust community outreach effort, including development and implementation of a public engagement plan, development of the County's Housing Element Update, updates to the Safety Element, and creation of a new EJ Element. With the project in process, Harris continues to perform community outreach efforts with respect to all three elements and has completed a draft Housing Element, incorporating extensive feedback from staff and the community.

The scope included update/preparation of the Housing, Safety, and Environmental Justice Elements. Because the County serves a large geographic area, community outreach efforts were extensive and are continuing.

Monterey County is a diverse community with agricultural and rural areas as well as more suburban, urbanized areas. Thus, the housing needs can be equally diverse. Harris has helped to overcome some initial challenges such as planning for housing sites with limited water availability and other infrastructure constraints. The County has a history of relatively slow growth and the planning of several thousand additional housing units is a challenge from a community standpoint.



6th Cycle Housing Element Update, 2045 General Plan Update, Program EIR, and Real Estate/Financial Feasibility Analyses City of Irvine

Harris led the Irvine 2045 General Plan Update, which included updates to several critical elements:

- Land Use: Aligned with the updated Housing Element.
- Safety: Modernized to incorporate resilience to climate change impacts and disaster preparedness.
- Circulation: Enhanced to reflect sustainable transportation priorities.
- Noise: Refined to address evolving urban needs and regulations.
- Environmental Protection and Climate Action: A new element addressing sustainability goals and environmental justice concerns.

The project also involved the development of a strategic implementation plan, amendments to the City's Zoning Ordinance and an extensive community outreach plan was implemented with efforts targeted at engaging community members throughout the General Plan Update process.



General Plan Update, Program EIR, and 6th Cycle Housing

City of Victorville

This project involved a comprehensive General Plan Update that includes updates to the Land Use Element—developed in coordination with the Housing Element and supported by extensive public outreach—as well as updates to the Safety Element, Housing Element, and Environmental Justice Element. The effort also includes preparation of a Program EIR and related CEQA services, along with the development and implementation of a Community Involvement Plan to guide meaningful engagement throughout the process.

Harris prepared the City of Victorville’s 2021–2029 Housing Element, updated the Land Use and Safety Elements, and developed a new Environmental Justice Element in accordance with Senate Bill 1000. The Land Use and Housing Elements were closely coordinated early in the process to streamline the sites inventory and guide growth consistent with community goals. Harris also prepared environmental documentation, including a Mitigated Negative Declaration for the Housing Element and a Program Environmental Impact Report for the Land Use, Safety, and Environmental Justice Elements. The updates introduced two new mixed-use zones, a Small-Lot Overlay Zone, and a Health and Wellness Overlay to expand housing options and support “missing middle” unit types. Harris led a robust public engagement process that included virtual community workshops and stakeholder sessions, and advised the City to bifurcate the CEQA process to meet State deadlines. As a result, Victorville became one of only six jurisdictions in the Southern California Association of Governments (SCAG) region to achieve Housing Element certification by February 12, 2022.



Safety and Environmental Justice Elements, and Mitigated Negative Declaration

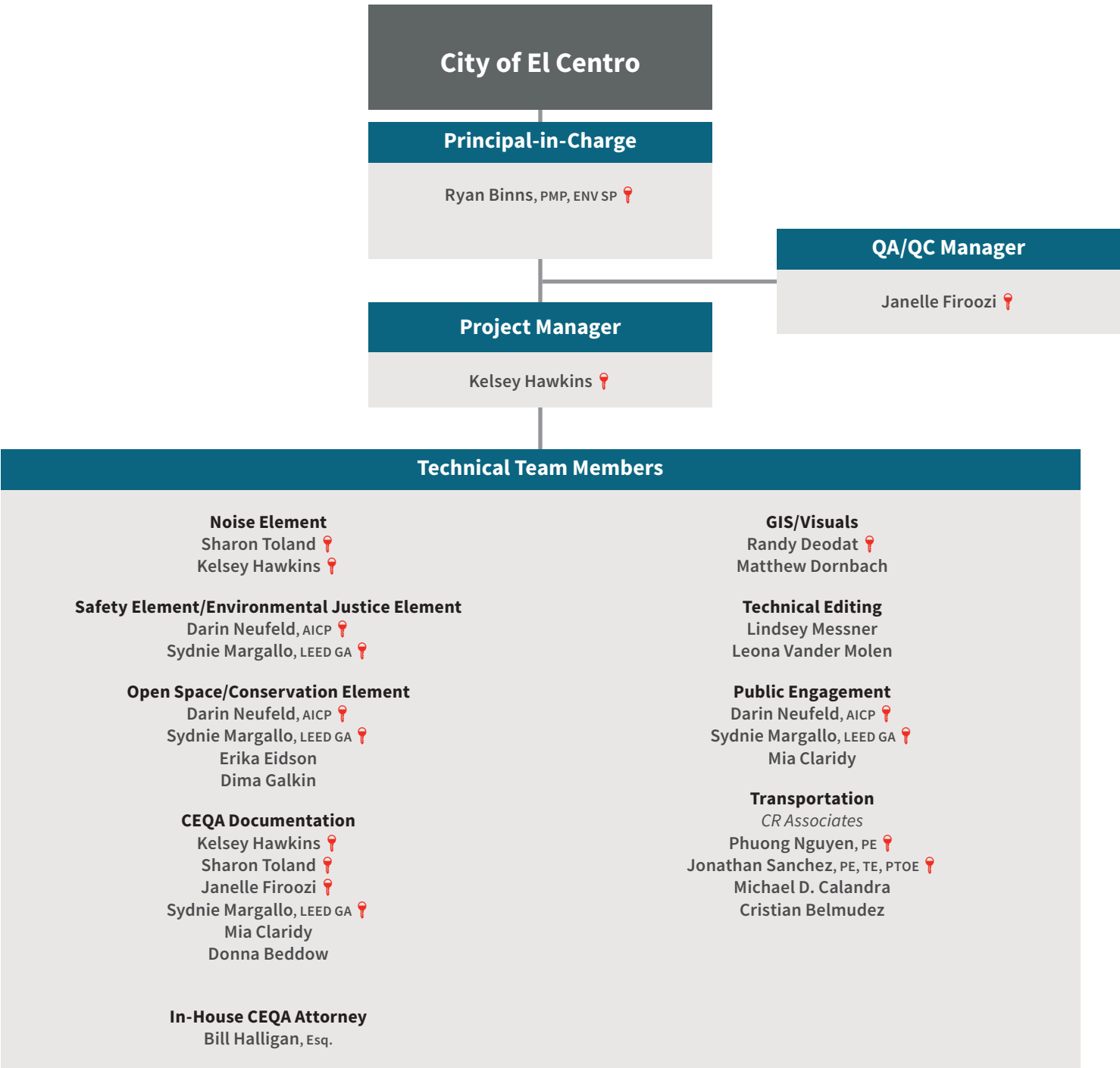
City of Santee

Harris assisted the City in preparing a combined Environmental Justice (EJ) and Safety Element of its General Plan. The work involved a comprehensive community engagement process that included a survey targeted to community members, with focused outreach to representatives from disadvantaged communities. Harris developed the existing conditions assessment for the EJ Element and facilitated several workshops and outreach meetings to share results and gather input on policies. The team identified objectives and policies to reduce the unique or compounded health risks faced by the City’s disadvantaged communities.

For the Safety Element, Harris prepared updates in compliance with new state legislation. Utilizing the Adaptation Planning Guide and Cal-Adapt, the team completed a climate vulnerability assessment identifying how climate change would affect the City. Harris led outreach workshops with the City Council and community stakeholders to gather input on goals and policies designed to protect critical infrastructure and strengthen community resilience to climate hazards. An Initial Study/Mitigated Negative Declaration (IS/MND) was also prepared in compliance with the CEQA.

ORGANIZATIONAL CHART

Harris prioritizes project success with a dedicated team led by Principal-in-Charge, Ryan Binns, PMP, ENV SP and supported by Project Manager Kelsey Hawkins. Through effective communication and rigorous quality assurance, this team exemplifies Harris’s commitment to project excellence.



Key Personnel

Full resumes for key staff are provided in the following pages.

Ryan Binns, PMP, ENV SP

PRINCIPAL-IN-CHARGE

Ryan has 24 years of experience managing environmental projects and on-call contracts. He has experience in all aspects of project management, from preparing and reviewing technical reports and environmental assessment documentation to budget and schedule compliance and invoicing. Ryan is well-versed in managing diverse teams of specialists for complex projects, including a mix of both in-house and subconsultant staff, to prepare CEQA and NEPA documentation and supporting technical reports. He has worked with numerous federal, state, and local agencies including the California Coastal Commission, California Department of Fish and Wildlife, Native American organizations, Regional Water Quality Control Boards, US Army Corps of Engineers, and US Fish and Wildlife Service.

RELEVANT EXPERIENCE

- **City of Coronado, *Housing Element Update, General Plan Amendment, and Environmental Assessment*.** Project Manager. This project involved completing the Housing Element Update (HEU), General Plan Amendment, and Program Environmental Impact Report (PEIR) for the City of Coronado in June 2023. The HEU addressed the allocation of 912 residential units under the Regional Housing Needs Allocation (RHNA) process, revised from 1,001 units, despite the City's legal challenge to the RHNA allocation. Updates included expanding key sections based on feedback from the California Department of Housing and Community Development (HCD). A major challenge was meeting HCD's requirements given Coronado's unique development patterns. The team conducted additional data analysis and mapping and revised the HEU to meet state standards. Close collaboration with HCD streamlined the approval process. The project was completed on time and within budget, securing compliance without delays or resubmissions, while aligning the Housing Element with state laws and Coronado's local needs.
- **City of El Centro, *General Plan Update and Program EIR*.** QA/QC Lead. Ryan was responsible for reviewing and ensuring the legal defensibility and analytical integrity of the Program Environmental Impact Report (PEIR) prepared in support of the City of El Centro's General Plan Update. His oversight focused on maintaining consistency with CEQA requirements and ensuring alignment between the environmental analysis and the updated Land Use, Mobility, and Environmental Justice Elements. Ryan conducted in-depth reviews of technical sections, confirmed that findings were supported by substantial evidence, and identified potential risks early to inform mitigation and revisions. He provided strategic feedback across planning, environmental, and design disciplines to ensure the document met regulatory standards and reflected community priorities. Ryan's quality control contributions helped produce a well-supported, clearly written, and legally robust PEIR that met state requirements and the City's long-term planning vision.
- **City of El Centro, *Courtyard Villas Subdivision*.** Supervisor. Ryan provided oversight of the environmental review process to confirm that the proposed subdivision could be addressed through an Addendum to the existing General Plan Programmatic Environmental Impact Report (PEIR). His role involved guiding the technical team in reviewing project consistency with the General Plan and Zoning Ordinance, identifying applicable CEQA requirements, and determining the appropriate level of environmental analysis. He oversaw the preparation of the Addendum, maintained technical accuracy, regulatory compliance, and alignment with City policies. Ryan also reviewed key deliverables, coordinated with City staff, and provided direction to keep the work on schedule and within scope.



Harris & Associates

EDUCATION

MA, International Environmental Policy
BS, Zoology

CERTIFICATIONS

Project Management Professional (PMP), PMI
Envision Sustainability Professional (ENV SP), ISI
Approved EIR Preparer, County of San Diego

Kelsey Hawkins

PROJECT MANAGER

Kelsey is a project manager with over 8 years of experience specializing in managing and technical writing CEQA-compliant documents for various projects throughout southern California. She has experience preparing various environmental analysis documents including EIRs, MNDs, and initial studies for both private and public development. She has assisted in preparing several air quality, energy, greenhouse gas, and noise technical analyses including visiting various project sites to take noise measurements and perform associated modeling. Kelsey is technically proficient at using several modeling software including the California Emissions Estimator Model, Federal Highway Roadway Construction Noise Model, SoundPLAN, and CALINE4. Her project experience includes multi-use development, planned communities, redevelopment, and infrastructure.

RELEVANT EXPERIENCE

- **City of El Centro, *General Plan Update and Program EIR*.** Deputy Project Manager. The City of El Centro recently updated the General Plan Land Use and Mobility Element and EJ Element. **The General Plan elements were designed to improve sustainability, promote public health, and anticipate future advancements in transportation technology.** Harris prepared the Program EIR and associated technical studies for the General Plan Update. Despite schedule delays, Harris brought this project in on time and within budget.
- **City of Victorville, *General Plan Update*.** Deputy Project Manager. Kelsey served as Deputy Project Manager for the City of Victorville's General Plan Update, supporting the coordination of updates to the Land Use, Safety, and Housing Elements, as well as development of the City's first Environmental Justice Element. She helped manage schedules, integrate planning and environmental tasks, and coordinate between technical teams and City staff.
- **City of Santee, *Safety and Environmental Justice Elements*.** Project Manager. Harris assisted the City in preparing a combined Environmental Justice (EJ) and Safety Element for its General Plan. The work involved a community engagement process that included a survey targeted to community members, with specific outreach to representatives from disadvantaged communities. Harris developed the existing conditions assessment for the EJ Element and facilitated several workshops and outreach meetings to share results and gather input on policies. The team identified objectives and policies to reduce the unique or compounded health risks in the City's disadvantaged communities. Harris also prepared the Safety Element in compliance with new state legislation. Utilizing the Adaptation Planning Guide and Cal-Adapt, the team completed a climate vulnerability assessment that identified how climate change would impact the City. Under Kelsey's leadership, the team led outreach workshops with the City Council and community stakeholders to gather input on goals and policies designed to protect critical infrastructure and build community resilience to climate hazards. Harris also prepared an Initial Study/Mitigated Negative Declaration (IS/MND) in compliance with the CEQA.
- **City of San Diego, *Midway Rising Subsequent EIR*.** Project Manager. Harris prepared a Subsequent EIR and associated technical studies tiering off the Midway Pacific Highway Community Plan Program EIR for the redevelopment of the approximately 52-acre property, currently developed with the existing Pechanga Arena, commercial buildings, and surface parking. The project revitalized the Midway area and redeveloped the site with a mixed-use development comprised of approximately 4,254 housing units including affordable units, a new 16,000-seat entertainment center, approximately 130,000 square feet of commercial retail uses, and approximately 14 acres of open space. Kelsey worked closely with the Development Services Department staff to prepare the SEIR on an expedited schedule.



Harris & Associates

EDUCATION

MS, Environmental Studies

BS, Environmental Sciences

CERTIFICATIONS

OSHA 10-Hour Construction, OSHA

Janelle Firoozi

QA/QC MANAGER

Janelle Firoozi has experience in planning and environmental analysis, specializing in CEQA-level environmental documentation. Projects have ranged in size from small infrastructure improvements to complex planned communities. Documentation has included EIRs, MNDs, addendums, exemptions, tiered documents, general plans and local coastal plans, ensuring environmental compliance at the federal, state, and local level. She has worked on interdisciplinary consultant teams for a variety of projects throughout California, with a focus in San Diego. Janelle has been responsible for quality control and quality assurance and project management-related tasks, including providing senior review, project team coordination, internal reviews and quality control, budget and schedule tracking, and coordination and engagement with clients and the public.

RELEVANT EXPERIENCE

- **City of Oceanside, *Local Coastal Program Update***, Contributing Author. Janelle assisted the City of Oceanside in preparing a comprehensive update to the Local Coastal Program to address sea-level rise and other hazards, public access, scenic resources, visitor-serving commercial and recreation land uses, and natural resources. Janelle's firm prepared a background study that identifies existing conditions in the City's coastal zone, a vulnerability assessment and adaptation plan to plan for sea-level rise related hazards, and a Land Use Plan to provide policy direction for future development and investment in the Coastal Zone over the next twenty to thirty years. The update to the Local Coastal Program involved extensive public outreach to community members and stakeholders, including pop-up outreach, community surveys, stakeholder interviews, public workshops, and public hearings. Janelle assisted the City with developing the Background Study, amend their Local Coastal Program Land Use Plan based on model policies, and conduct public outreach.
- **City of Manhattan Beach, *Climate Resiliency Program and Climate Action and Adaptation Plan***. Contributing Author. Janelle assisted the City with the development of a climate action and adaptation plan (CAAP), sea-level rise vulnerability assessment and adaptation plan, and a Local Coastal Program update. The project is intended to inform the update to the City's General Plan Safety Element and local hazard mitigation plan. Janelle also helped in the preparation of the CAAP IS/MND and public engagement and outreach program.
- **Culver City, *General Plan Update***. Contributing Author. Janelle's firm worked as a sub-consultant to Raimi & Associates, preparing the Environmental Background Report and General Plan Update Elements to assist in the development of the update to the Culver City General Plan. Janelle prepared the Hazards and Hazardous Materials and Hydrology and Water Quality background reports and Safety Element Update based on City priorities and model policies that were successful in other jurisdictions. Background reports were required to research and gathering information, as well as analyze deficiencies that should be addressed in their General Plan Update.
- **County of Los Angeles, *West San Gabriel Valley Area Plan and Program EIR***. CEQA Project Manager. Janelle managed the preparation of the Program EIR and supporting technical analyses for the West San Gabriel Valley Area Plan with the Regional Planning Department of LA County. Janelle coordinated with internal Planning staff working on the Area Plan as well as with internal technical staff to prepare various technical studies, tribal consultation, and Program EIR chapters. Janelle was responsible for technical review and quality control and quality assurance of the Program EIR.



Harris & Associates

EDUCATION

MS, City Planning

BA, Environmental Studies

AFFILIATIONS

Association of Environmental Professionals

Sharon Toland

NOISE ELEMENT LEAD

Sharon has 18 years of experience and serves as an environmental analyst and technical specialist for a variety of CEQA/NEPA documents and technical reports. Her expertise includes technical air quality, greenhouse gas (GHG), noise, and general CEQA/NEPA projects. Sharon's extensive experience in the preparation of documents includes mixed-use, residential, and coastal developments; planned communities; education, institutional, and industrial projects. Sharon has conducted noise and air quality analyses using survey equipment, including ANSI Type I and Type II noise level meters; the AERMOD, URBEMIS, CalEEMod, EMFAC, CALINE3, and CALINE4 air quality models; and the FHWA Highway Noise Prediction Model (FHWA-RD-77-108), FHWA Traffic Noise Model (TNM), and Roadway Construction Noise Model.

RELEVANT EXPERIENCE

- **City of Irvine, 2045 General Plan Update.** Technical Specialist. Sharon is a technical specialist for the 2045 General Plan Update involving updates to several elements, including Land Use, Circulation, Open Space, Safety, Noise and a new Environmental Protection and Climate element. Sharon's responsibilities include preparation of the Noise Element, which included direct coordination with City staff to prepare an element that reflected City needs, community concerns, and complemented an updated City Noise Ordinance.
- **City of El Centro, General Plan Update and Program EIR.** Air Quality/GHG/Noise Specialist. The City of El Centro recently updated the General Plan Land Use and Mobility and Environmental Justice Elements. **The General Plan elements are designed to improve sustainability, promote public health, and anticipate future advancements in transportation technology. Sharon prepared the air quality, greenhouse gas emissions, noise and energy technical analyses for the City using CalEEMod and vehicle noise modeling.** The Harris team incorporated analyses available from regional planning agencies, such as Imperial County Transportation Commission and Imperial County Air Pollution Control District to streamline future project analysis and measure mitigation development.
- **City of Victorville, City of Victorville General Plan Update EIR.** Technical Specialist. The City of Victorville proposed updates to the Land Use and Safety Elements of its General Plan and the creation of a new Environmental Justice Element. The updates aimed to support Smart Growth principles—promoting resource conservation and reducing pollution and greenhouse gas emissions. The Environmental Justice Element focused on policies to reduce pollution exposure; improve access to public facilities, healthy food, recreation, and affordable housing; and increase community resilience and civic engagement. As the technical lead, Sharon prepared the air quality, greenhouse gas emissions, and noise analyses, incorporating existing land use conditions and the General Plan's sustainability features into the modeling to ensure a comprehensive and defensible environmental review.
- **22nd District Agricultural Association, Noise Data Interpretation for Notice of Dispute Response.** Project Manager. Harris provided event-related noise monitoring and reporting services for non-fair concerts at the San Diego Fairgrounds. The project involved organizing raw data from the District meters so that data could be interpreted by the District for response to a letter from the City of Del Mar related to a settlement agreement between the parties. Sharon organized the raw data into user-friendly summary tables for the District's use.
- **City of Watsonville, Climate Action and Adaptation Plan (CAAP).** Technical Lead. Sharon led the technical development of the CAAP, overseeing GHG inventories, emissions forecasts, and reduction measure quantification. She ensured technical accuracy through scenario modeling, cost-benefit analysis, and alignment with CARB methodologies. Sharon also guided the adaptation and resilience framework, identifying climate hazards, assessing vulnerabilities, and recommending actionable strategies to deliver a data-driven, defensible, and implementation-ready plan.



Harris & Associates

EDUCATION

BA, Environmental Studies

CERTIFICATIONS

Certified CEQA Consultant - Noise and Air Quality, County of San Diego

Darin Neufeld, AICP

SUSTAINABILITY OPEN SPACE/CONSERVATION ELEMENT LEAD

Darin has over 18 years of experience in environmental planning and project management, eight of those working for lead agencies. He specializes in CEQA compliance, sustainability, and greenhouse gas emissions. He has experience with master-planned communities, commercial/retail, industrial, renewable energy, climate action planning, and long-range planning projects. Darin has managed complex and controversial projects including general plan amendments, community plans, climate action plans, and large-scale renewable energy projects. For six years, Darin managed the CEQA process for the County of San Diego Planning & Development Services Department. He oversaw the review and production of CEQA documents while managing 32 staff in his role as Chief, Departmental Operations.



Harris & Associates

RELEVANT EXPERIENCE

- **County of Monterey , *General Plan Update, Safety and Environmental Justice Elements and Housing Element Program EIR***. Project Manager. The Harris team is preparing the County's 6th Cycle Housing Element and Program EIR, updating the Safety Element, preparing a new Environmental Justice Element, and preparing an MND for the Safety and Environmental Justice elements. Harris performs community outreach efforts for all three elements and works closely with the County to engage stakeholder input for the General Plan update.
- **City of Irvine, *Comprehensive General Plan Update***. Safety Element Lead. Harris is leading the 2045 Irvine General Plan Update, including updating the Land Use Element in accordance with the Housing Element, updating the Safety, Circulation, and Noise Elements, creating a new Environmental and Climate Action Element, developing a strategic implementation plan, amending the City's zoning ordinance, and preparing a Program EIR and technical studies in accordance with CEQA. Darin is providing key oversight for the GP's Safety Element. An extensive community outreach plan is being implemented as a part of this project and will engage community members throughout the General Plan Update process.
- **City of Walnut Creek, *Safety Element and 6th Cycle Housing Element Update (HEU)***. Safety Element Lead/CEQA Lead. In close collaboration with the City of Walnut Creek, Harris prepared the 6th Cycle HEU and required Safety Element update in accordance with State law. Harris prepared a MND for the Safety Element and either MND or Statutory Exemption for the HEU. Darin provided leadership of the Safety Element, as well as overseeing all CEQA documentation. Harris completed hazard profiles and conducted outreach with the city, public, and experts on the Safety Element update.
- **City of Victorville, *General Plan Update and Program EIR***. Safety Element Author. Darin helped prepare the Safety Element as part of the 6th Cycle Housing Element for the City of Victorville that involves a Land Use Element (LUE) Update, a Safety Element Update, and an EJ Element Update. Harris is also preparing environmental documentation including an MND in support of the Housing Element and a Program EIR for the Land Use, Safety and EJ Elements. The Housing Element was one of only nine in the region (out of 190) to be certified by HCD on time.
- **City of Watsonville, *Climate Action and Adaptation Plan (CAAP)***. Project Manager/Author. Darin managed the City's Climate Action and Adaptation Plan, which included GHG reduction measures and supporting efforts to achieve the Senate Bill 32 target of 40 percent below 1990 levels and the City's ambitious net negative goal by 2030. The CAAP also included sections on adaptation and resilience to support the City's sustainability efforts. Darin authored the CAAP and provided hearing support to the City.

EDUCATION

MA, Urban History

BA, History

CERTIFICATIONS

Certified Planner (AICP), AICP

Sydney Margallo, LEED GA

SUSTAINABILITY PLANNER

Sydney has seven years of environmental planning and project management experience, including the preparation of CEQA documents and climate adaptation and emergency management programs. She has substantial experience in the preparation of CEQA environmental resource analyses, assisting in the management of technical staff, and document production, including preparation of CEQA-compliant analyses on urban infill development and planning projects in Southern California. Sydney has worked on a wide range of CEQA-compliant documents including Initial Studies and Mitigated Negative Declarations (IS/MNDs), project-level Environmental Impact Reports (EIRs), and programmatic EIRs. Sydney is also a CEQA Air Quality and Greenhouse Gas emissions specialist, with exposure to numerous projects in the South Coast Air Basin. Her air quality expertise includes experience using the most updated versions of the California Emissions Estimator Model (CalEEMod) and analyzing Health Risk Assessments (HRAs).

SELECT EXPERIENCE

- **City of Santee, *Safety and Environmental Justice Element*.** Deputy Project Manager. Harris recently completed the Safety and Environmental Justice Element for the City of Santee. The scope included preparation of an update to the safety discussions and policies, as well as new environmental justice discussions and policies and incorporation of climate adaptation and resilience considerations. The combined Element included the preparation of several supporting technical studies, such as a vulnerability assessment, evacuation route analysis, and existing conditions report, of which the analyses were incorporated into the Element. The scope also included preparation of the appropriate environmental analysis required for the project (IS/ND). Sydney conducted a detailed review of and provided edits on the Element, supporting technical studies, and IS/ND. The complex project, including all of the supporting technical documents, was finished on schedule. The project is scheduled for hearing in May 2025.
- **County of San Diego PDS, *Staff Support Services*.** Deputy Project Manager and Senior CEQA Review. Harris is providing contract staff support services related to CEQA to support the Planning & Development Services Project Planning Division. Sydney reviews and prepares Notices of Exemption, Addenda, Negative/Mitigated Negative Declarations, and Environmental Impact Reports for privately and publicly initiated projects. Sydney serves as the lead environmental planner in preparing documents and regularly briefs the Chief and Deputy Director on project issues. The Bonsall Oaks and Amazon Discovery projects were both successfully bid and finished within the allotted budget and on schedule, due in part to Sydney's thorough and timely efforts.
- **County of Monterey, *General Plan Update, Safety and Environmental Justice Elements and Housing Element Program EIR*.** Project Manager. The Harris team is preparing the County's 6th Cycle Housing Element and Program EIR, updating the Safety Element, preparing a new Environmental Justice Element, and preparing an MND for the Safety and Environmental Justice elements. Harris performs community outreach efforts for all three elements and works closely with the County to engage stakeholder input for the General Plan update.



Harris & Associates

EDUCATION

BS, Environmental
Management and Protection

CERTIFICATIONS

LEED Green Associate (LEED
GA)

Randy Deodat, GISP

GIS ANALYST

Randy is a GIS analyst with over ten years of experience with geographic information sciences and associated graphic presentation. He has worked extensively in database design and management, with GPS, and with GIS customization. As the GIS lead on several large scale, fast-paced projects, he has developed mobile applications updates to use in the field. He has also assisted in the preparation of biological technical reports, environmental impacts reports, IS/MNDs, and agency compliance submittals.

Rand has worked on several projects in Santa Cruz County, including the SCCRTC Santa Cruz Branch Rail Line Maintenance Permitting Project, Coastal Rail Trail Segments 8/9 and 10/11 EIRs, the County's Buena Vista Landfill Redevelopment Project EIR and Buena Vista Drive Rehabilitation IS/MND, and the Salinas Creeks Restoration Project.

RELEVANT EXPERIENCE

- **City of Irvine, 2045 General Plan Update.** GIS/Graphics. Randy is a GIS/Graphics expert for the 2045 General Plan Update involving updates to several elements, including Land Use, Circulation, Open Space, Safety, Noise and a new Environmental Protection and Climate element. Randy created the graphics for the reports, and performed spatial analysis to determine evacuation route vulnerabilities, inventory site characteristics, and natural hazard susceptibilities.
- **City of Coronado , Housing Element, Land Use Element Update, and Environmental Assessment.** GIS/Graphics. This project involved the successful completion of the Housing Element Update (HEU), General Plan Amendment, and Program Environmental Impact Report (PEIR) for the City of Coronado, finalized in June 2023. Randy helped map land use boundaries and overlays for each focus area and assisted with database design and organization. The project was completed on time and within the City's budget, successfully meeting HCD's requirements.
- **City of Watsonville, Climate Action and Adaptation Plan.** Lead GIS Analyst. Harris developed the Climate Action and Adaptation Plan, which included greenhouse gas reduction measures and supporting efforts to achieve the Senate Bill 32 target of 40 percent below 1990 levels and the City's ambitious net-negative goal by 2030. The plan also included sections on adaptation and resilience to support the City's sustainability efforts. Randy created a web page using native ESRI apps in ArcGIS Online. The web page is a summation and easily digestible version of the of the detailed CAAP report created by the analysts.
- **City of Watsonville, Local Hazard Mitigation Plan.** GIS Analyst. Harris prepared the City's first Local Hazard Mitigation Plan, which assessed the City's risk associated with natural hazards, including the City's exposure to climate change-induced hazards, such as extreme heat and sea-level rise. Randy supported the team's geo-spatial analyses, risk and vulnerability assessments for Hazards of Concern using ArcGIS. He developed map templates and geo-spatial data management systems for hazard and vulnerability data layers. He also developed an on-line web-portal concept for the City.
- **City of Soledad, Water and Sanitary Sewer Master Plans.** GIS Analyst. This project included mapping the City's existing infrastructure on a large poster-sized map to provide the City with a visual representation of their water and sewer utilities. This map was also used for the City's emergency response team, providing addresses and emergency access points. Randy helped with creating a complete GIS database using spatial analysis tools to fill in attribute gaps using publicly available GIS data-layers. He helped with the map's design and worked with the City's staff to refine the data and map with their institutional knowledge.



Harris & Associates

EDUCATION

BA, Geography

AA, Geography

CERTIFICATION

GISP, GIS Certificate Institute

Phuong Nguyen, PE

SENIOR TRANSPORTATION ENGINEER

Phuong Nguyen has over 15 years of experience in providing traffic engineering services. He has managed and led services including a broad range of areas including parking plans, traffic operations, micro-simulation, Vehicle Miles Traveled mitigation strategies, and transportation impact analysis to operations related to conceptual engineering. Phuong's extensive experience has given him the technical expertise to create new analysis and tools to advance modeling, visualization, and analysis related to traffic engineering and operations.

RELEVANT EXPERIENCE

- **City of El Centro, *Transportation Study Guidelines*.** Senior Transportation Engineer. CRA assisted the City of El Centro with developing Transportation Study Guidelines (TSG) to be consistent with SB 743. The City of El Centro's TSG is a comprehensive manual for conducting both CEQA impact analysis (based on VMT) and non-CEQA Local Mobility Analysis (LMA) for both discretionary and ministerial projects. The City of El Centro TSG includes screening criteria and thresholds for different project types. A custom screening tool is also being developed based on ICTM's regional transportation model. The LMA portion of the TSG verifies that projects do not create a detrimental effect to the surrounding transportation network, and that they maintain consistency with the City of El Centro General Plan.
- **City of Vista, *Traffic Engineering On-Call*.** Task Order Manager. Over the past twenty years, staff at CRA have assisted the City of Vista in a variety of traffic engineering assessments. Assignments have included HSIP projects, traffic impact analyses of new development proposals, peer review, roadway speed studies, parking assessments, roadway operational and circulation studies, interchange improvements, traffic calming, and roadway design standards. CRA also participated in City Council/Planning Commission briefings and presentations. Today, we continue to provide and communicate our expertise with the City as a trusted and reliable resource.
- **City of San Marcos, *On-Call Traffic Engineering and Support Services*.** Task Order Manager. CRA is providing the City of San Marcos with a variety of traffic engineering services. Task orders under this contract closely resemble those anticipated for the City of San Marcos, including the preparation and peer review of traffic studies and operational analyses, signal timing update, adaptive signal pilot program, Transportation Management Center construction management, cycle track feasibility studies and alternatives development, cost estimates, ITS evaluations, safety analysis and countermeasure development, traffic calming evaluation and design, traffic engineering standards and guidelines development and manual updates, grant writing, plan checks, traffic calming guideline, Transportation Demand Management ordinance evaluation, staff report preparation and presentation to the Traffic Commission and City Council.
- **County of San Diego, *SB-743 Implementation Plan*.** Senior Transportation Engineer. CRA and the project team assisted the County of San Diego in developing the framework for implementing their recently adopted SB 743 guidelines. The Framework plan consisted of refinements to their draft guidelines, public outreach, and the adoption (June 24, 2020) of the final County of San Diego Transportation Study Guidelines (TSG). CRA participated in public meetings, briefed County directors, conducted fiscal analyses on the impact of the new guidelines and helped to respond to public comments on the Draft TSG. CRA also worked with County staff to refine the thresholds and requirements included in both the CEQA and Local Mobility Assessment (LMA) portions of the Guidelines. These refinements were made in conjunction with an evaluation of the County's Current Transport Impact Fee (TIF) Program, so that the two can work together seamlessly in the future.



EDUCATION

BS, Civil Engineering

REGISTRATION

Professional Engineer (Traffic), CA

License No. 2660

Institute of Transportation
Engineers, San Diego - President

Jonathan Sanchez, PE, TE, PTOE

TRANSPORTATION ENGINEER

Jonathan Sanchez has ten years of experience as a traffic engineer, serving both public and private clients in Southern California. He has experience as a project manager or task order manager for projects including traffic engineering design plans, conceptual design, traffic impact studies, traffic operations assessments, collision analyses, corridor studies, and multimodal analyses. Jonathan has proficiency in transportation planning and traffic engineering analysis software such as VISSIM, Synchro, Traffix, VISTRO, Highway Capacity Software (HCS), and GIS. He also is an expert with Big Data, including use of CRA's Replica subscription.

RELEVANT EXPERIENCE

- **City of El Centro, General Plan Update.** Traffic Engineer. CRA assisted the City of El Centro with its General Plan, Mobility and Environmental Justice Element Update. The Update sought to improve the livability, sustainability, and connectivity of the residents of El Centro. Jonathan supported the development of the Existing Conditions Report, which summarizes the existing transportation network and its operational conditions for pedestrians, bicycles, public transit, and roadways within El Centro.
- **City of El Centro, Transportation Study Guidelines.** Transportation Engineer. CRA assisted the City of El Centro with developing Transportation Study Guidelines (TSG) to be consistent with SB 743. The City of El Centro's TSG is a comprehensive manual for conducting both CEQA impact analysis (based on VMT) and non-CEQA Local Mobility Analysis (LMA) for both discretionary and ministerial projects. The City of El Centro TSG includes screening criteria and thresholds for different project types. A custom screening tool is also being developed based on ICTM's regional transportation model. The LMA portion of the TSG verifies that projects do not create a detrimental effect to the surrounding transportation network, and that they maintain consistency with the City of El Centro General Plan.
- **City of San Marcos, On-Call Traffic Engineering and Support Services.** Task Order Manager. CRA is providing the City of San Marcos with a variety of traffic engineering services. Task orders under this contract include the preparation and peer review of traffic studies and operational analyses, cycle track feasibility studies and alternatives development, cost estimates, ITS evaluations, safety analysis and countermeasure development, traffic calming evaluation and design, traffic engineering standards and guidelines development and manual updates, grant writing, plan checks, staff report preparation and presentations to the Traffic Commission and City Council.
- **County of San Diego Department of Parks and Recreation (DPR), As-Needed Environmental Services.** Lead Transportation Engineer. CRA provided traffic engineering services to the County of San Diego for various projects such as: Alpine Community Park, Santa Ysabel Nature Center, and Lakeside Equestrian Facility. CRA prepared both a Local Mobility Analysis (LMA) report and a vehicle miles traveled analysis (VMT) report for each of the projects mentioned above, documenting the mobility operations as well as any transportation related impacts associated with VMT, respectively.
- **City of Imperial, SR-86 Vision Blueprint and Complete Streets Implementation.** Transportation Engineer. CRA is creating a Complete Streets vision for SR 86 in Imperial, transforming the two-lane road into a pedestrian-friendly space with dedicated paths for cyclists. This initiative aims to enhance economic development, promote Imperial as a destination, and improve community accessibility to the fairgrounds. As part of the project, CRA is organizing public events and workshops to communicate the benefits of Complete Streets, traffic calming tools, and design elements like placemaking and gateway features. The final SR 86 Vision Blueprint will include construction drawings.



EDUCATION

MS, Civil Engineering

BS, Civil Engineering

REGISTRATION

Professional Engineer (Civil), CA,
License No. 91776

Professional Engineer (Traffic), CA,
License No. 2957

CERTIFICATIONS

Professional Traffic Operations
Engineer, Certificate No. 5042

Institute of Transportation
Engineers



5. FEE SCHEDULE AND COST ESTIMATES

- Full cost breakdown is included at the end of this document.

TASKS	COST
Task 1 - Project Initiation	\$5,542.00
Task 2 - Draft Noise, Open Space/Conservation, Safety Elements	\$131,263.00
Task 3 - CEQA Documentation	\$18,247.00
Task 4 - Implementation Plan and Adoption	\$25,406.00
Task 5 - Project Management and Meetings	\$19,540.00
Total	\$199,998.00

6. REFERENCES



CITY OF IRVINE | IRVINE, CA

Staff + Roles: Darin Neufeld, Sustainability Director, Randy Deodat, GIS Specialist; Sharon Toland, Technical Specialist; Sydnie Margallo, Environmental and Sustainability Planner

Type of Work: General Plan and Housing Element update, with emphasis on noise mitigation, land use, and open space conservation policy development.

Implementation Results or Status: 2021 - 2025

Client Contact: Marika Poynter, mpoynter@cityofirvine.com, 949.724.6456



CITY OF VICTORVILLE | VICTORVILLE, CA

Staff + Roles: Darin Neufeld, Project Director; Kelsey Hawkins, AGHG/Noise and CEQA Analyst; Lindsey Messner, Technical Editor; Randy Deodat, GIS Specialist; Sharon Toland, AQ/GHG/Noise Analyst

Type of Work: General Plan Update.

Implementation Results or Status: 2020 - 2023

Client Contact: Scott Webb, Deputy City Manager, swebb@victorvilleca.gov, 760.955.5135



COUNTY OF MONTEREY | MONTEREY, CA

Staff + Roles: Ryan Binns, Principal-in-Charge; Darin Neufeld, Project Director; Kelsey Hawkins, Project Manager; Leona Vander Molen, Technical Editor; Lindsey Messner, Technical Editor; Matthew Dornbach, GIS Analyst; Randy Deodat, GIS Analyst; Sharon Toland, AQ/GHG/Noise Analyst

Type of Work: On-Call Planning and Environmental Support Services.

Implementation Results or Status: Project currently ongoing.

Client Contact: Melanie Beretti, Chief Planner, berettim@countyofmonterey.gov, 831-755-5285



CITY OF SANTEE | SANTEE, CA

Staff + Roles: Kelsey Hawkins, Project Manager; Darin Neufeld, Project Director; Lindsey Messner, Technical Editor; Randy Deodat, GIS Analyst; Sydnie Margallo, Environmental and Sustainability Planner

Type of Work: Safety and Environmental Justice Element.

Implementation Results or Status: 2020-2022

Client Contact: Sandi Sawa, Director of Planning and Building, ssawa@cityofsantee.ca.gov, 619.258.4100 x256



C. APPENDIX

To satisfy the requirements of the City of El Centro’s RFP for the Noise, Open Space/Conservation, and Safety Element Update, we will submit the following critical documents. The Levine Act Certification affirms compliance with California Government Code Section 84308 relating to political contributions and transparency in public contracting. The Conflict of Interest Disclosure details any financial interests to help maintain the integrity of project decisions. The Insurance Certificates cover general liability, automobile liability, professional liability, and workers’ compensation at specified amounts, accompanied by endorsements confirming the City as an additional insured party and documentation for waivers of subrogation. Other required attachments include a signed submission certification, proposer identification, non-collusion declaration, and references. These forms and certifications demonstrate our commitment to full regulatory compliance, transparency, and ethical standards in all project phase.

CONTRACT & INSURANCE

Harris & Associates has reviewed the draft agreement provided as part of the RFP. We have included proposed edits to specific terms within the contract to ensure clarity, consistency with industry standards, and alignment with our internal risk management practices.

These proposed modifications are intended to facilitate a mutual understanding of roles, responsibilities, and expectations, while maintaining the integrity of the original agreement. We believe these adjustments support a collaborative and successful working relationship.

All proposed changes are presented in the following pages for your review and consideration. We are open to further discussion and collaboration to arrive at mutually agreeable contract terms.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), is made and effective as of [Date], between the City of El Centro ("City"), a municipal corporation, and [Name] ("Consultant"), a [sole proprietorship, partnership, limited liability partnership, corporation]. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence on [Date] and shall remain and continue in effect until all Tasks described herein are completed, but in no event later than [Date] unless sooner terminated pursuant to the provisions of this Agreement. All days set out in this Agreement are calendar days unless otherwise provided.

II. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (the Tasks to be Performed or Tasks). Consultant shall complete the Tasks according to the schedule of performance which also is set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

III. PERFORMANCE BY CONSULTANT

- A. Consultant shall at all times faithfully, competently, and to the best of their ability, experience, and talent, perform all Tasks. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.
- B. Consultant immediately shall notify the City Representative in writing of any delay in completion of the services. Such notice shall include the reason for such delay and a reasonable estimate of the length of the delay. If the delay materially effects performance of the Services, the City may terminate this Agreement under Section VI (Termination) or VII (Default).
- C. Force Majeure. If delays in performance of the services are caused by the following unforeseen events or conditions beyond the reasonable control of City or Consultant, the time for performance may be extended by City only for the period of such events: war, changes in law or government regulation, labor disputes or strikes; fires, floods, adverse weather or other natural conditions preventing work; or inability to obtain materials, equipment or labor when the Consultant provides the City with timely evidence of its inability to obtain personnel.

- D. Consultant may terminate this Agreement without cause upon providing at least 60 days prior written notice to the City of such termination. Within such time period, the Consultant shall complete any work necessary for the orderly termination of its consulting services

IV. CITY REPRESENTATIVE

City's [Title] shall represent City in all matters pertaining to the administration of this Agreement, review and approve all products submitted by Consultant, but not including the authority to change the compensation due to Consultant except as provided in this Agreement (the "City Representative")

V. PAYMENT

- A. The City agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ dollars (\$__.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any such authorized additional services in the amounts and in the manner as agreed to by the City and Consultant at the time City's written authorization is given to Consultant for the performance of such services and/or as set for in Exhibit B.
- C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. City shall use reasonable efforts to pay within forty-five (45) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall use its best efforts to give written notice to Consultant within forty-five (45) days of receipt of an invoice of any disputed fees set forth on the invoice.
- D. It is understood and agreed that the City's obligation to proceed under this Agreement is conditioned upon the appropriation of funds. If anticipated funds for payment under this Agreement are not forthcoming or are insufficient, the City shall have the right to terminate this Agreement without penalty upon ten (10) days prior written notice to Consultant. Notwithstanding, the City also may determine a source of additional funds.

VI. CITY'S SUSPENSION OR TERMINATION OF AGREEMENT

- A.** Except as otherwise provided herein below, the City may suspend or terminate this Agreement, or any portion hereof, without cause and for convenience by serving written notice of termination upon the other party at least ten (10) calendar days prior to the date of termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement.
- B.** In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Consultant will submit an invoice to the City as provided above.

VII. DEFAULT

- A.** Either Party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control under Section III C above (force majeure), the provisions of that sub-section shall apply.
- B.** If the City Representative determines the Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of default to cure the default as directed by the City in the notice of default. In the event the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

VIII. OWNERSHIP OF DOCUMENTS

- A.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the City at reasonable times to such books and records; shall give City the right to examine and audit said

books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B.** Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

IX. INDEMNIFICATION AND DEFENSE

- A.** Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees, agents, and/or authorized volunteers ("Indemnified Parties") from and against ~~any and all~~ losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence or willful misconduct.

B. Duty to defend

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by Agency, Consultant shall defend the Indemnified Parties at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence or willful misconduct of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence

of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

X. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

XII. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by this reference as though set forth in full.

XIII. LEGAL RESPONSIBILITIES

- a. The Consultant shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.
- b. Licenses. At all times during the term of this Agreement, Consultant shall have in effect all licenses required for the performance of the services described in this Agreement.
- c. City Business License: At all time during the term of this Agreement, Consultant shall have in effect a City business license.
- d. Non-discrimination. Consultant shall not discriminate on the basis of any

protected state or federal class or association with such class in its solicitation, selection, hiring or treatment of its employees, vendors or suppliers. Consultant understands that violation of this requirement shall be a material breach of this Agreement and may result in its termination, debarment or other sanctions. This requirement shall be placed in all agreements between the Consultant and its employees, vendors and suppliers.

- e. Drug-free Workplace. Consultant agrees to insure a drug free workplace. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form as provided by the City. The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of the prohibition. The Consultant also shall establish a drug-free awareness program to inform employees about all of the following: the dangers of drug abuse in the workplace; the policy of maintaining a drug free workplace; available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations. In addition, the Consultant shall post the drug free policy in a prominent place.
- f. No Use of City logo or Product Endorsement. The Consultant agrees that any advertisement or notification identifying or referring to the City as a client of the Consultant requires the prior written approval of the City. No City logo or other identifying mark may be used without the prior written approval of the City.

XIV. CONFLICTS OF INTEREST XX

- a. Undue Influence. Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.
- b. No Benefit to City Employees. During their tenure and for one year thereafter, no officer or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the services under this Agreement shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.
- c. Consultant covenants that neither Consultant nor any officer or principal

of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subconsultant. To the extent applicable, Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

- d. Form 700. Consultant is subject to all applicable federal, state and local conflict of interest laws, regulations and policies applicable to its contract with the City and procurement practices related to such contract, including but not limited to the those under the Political Reform Act and its regulations or California Government Code Section 1090 et seq. Consultant may be required to complete Form 700's or similar forms as determined under Exhibit D, attached and incorporated.
- e. Levine Act Compliance. The Consultant shall complete and comply with the provisions of Exhibit E, attached and incorporated, regarding compliance with the Levine Act.

XV. RELEASE OF INFORMATION

- a. Consultant shall keep in strict confidence all information, data, documents, and materials, whether oral, written, or electronic, that are designated as confidential or that a reasonable person would understand to be confidential ("Confidential Information"). Consultant shall not disclose or use any Confidential Information for any purpose other than the performance of services under this Agreement without the prior written consent of the City.

Notwithstanding the foregoing, Consultant may disclose Confidential Information to the extent required by applicable law, regulation, court order, or subpoena, provided that Consultant gives the City prompt written notice of such requirement (to the extent legally permissible) and cooperates with the City, at the City's expense, in seeking a protective order or other appropriate remedy. If such protective order or remedy is not obtained, Consultant shall disclose only that portion of the Confidential Information that it is legally required to disclose.

The obligations of confidentiality shall survive the termination or expiration of this Agreement.

- a-b. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or

subconsultants, shall not without prior written authorization from the City Attorney or designee, or unless requested by the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b.c. Consultant promptly shall notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena

from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to Discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service; (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery; or (iii) United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY:

City of El Centro
1275 Main St.
El Centro, CA 92243
Attention: City Clerk

TO CONSULTANT: [NAME]

Attention: [NAME]

XVII. ASSIGNMENT

- a. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Due to the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- b. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision identical to the one provided herein identifying City as an indemnified party, or an incorporation

of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.

- c. [Consultant Name] may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of [Consultant Name] from Consultant's employ. Should [Consultant Name] leave Consultant's employ, the City shall have the option to immediately terminate this Agreement. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

XVIII. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

XIX. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, negotiations, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

- a. No waiver or failure of either Party to insist upon the strict performance by the other shall be a continuing waiver of any breach of this Agreement, nor shall such waiver affect or alter this Agreement, and each provision hereof shall continue in full force and effect. No change to any term or condition of this Agreement, nor any verbal understanding of the Parties shall be valid unless in writing as set forth in this Agreement.
- b. Nothing contained this Agreement shall be considered a limit upon the charter city powers of the City.
- c. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in its drafting.

- d. In any conflict between the body of this Agreement and the Exhibits, the body of this Agreement shall control. If a conflict exists between any applicable law, rule, or regulation, that law, rule or regulation shall control. The most stringent requirements shall control. Each Party shall notify the other immediately upon identification of any apparently conflict or inconsistency.

XX. SEVERABILITY

Any part, provision, or representation of this Agreement or any of its exhibits, including, which is held to be invalid, void or unenforceable by a court of competent jurisdiction, shall be limited to that part, provision or representation and all other parts, provisions, or representations herein shall remain in full force and effect.

XXI. OPTIONAL WORK SCHEDULED/TIME OF COMPLETION – Liquidated Damages -

City and Consultant agree that time is of the essence in this Agreement. City and Consultant further agree that Consultant's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Consultant agree that any failure to perform by Consultant at or within the times set forth herein shall result in liquidated damages of [Amount] dollars (\$__.00) per day for each and every day such performance is late or delayed. City and Consultant agree that such sum is reasonable and fair. Furthermore, City and Consultant agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said section of the Government Code.

XXII. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal and the contents of the proposal submitted by the Consultant, attached and incorporated as Exhibit F. In the event of conflict, the requirements of City's Request for Proposal and this Agreement shall take precedence over those contained in the Consultant's proposal. The incorporation of the Consultant's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of the Consultant and have the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[Consultant Name]

By:

(Signature)

(Typed Name)

(Title)

[City Name]

A Municipal Corporation

City Representative or Governing Body

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

By: _____

Attachments:

Exhibit A	Tasks to Be Performed
Exhibit B	Payment Schedule
Exhibit C	Insurance Requirements
Exhibit D	Conflict of Interest
Exhibit E	Levine Act Certification
Exhibit F	City RFP and
	Consultant's Proposal

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant 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. Consultant 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. 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. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and [authorized](#) volunteers.

Umbrella or excess liability insurance. [If required to meet higher limits.]. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile 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 if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. 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 for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant 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 specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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 [authorized](#) volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives

its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the 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. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and [authorized](#) volunteers shall be additional insureds under such 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 Consultant's insurance shall apply separately to each insured against whom 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. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant 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. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City,

Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's right to revise specifications. 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant'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, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Claims made: The following provisions shall apply if any of the required policies are written on a claims-made basis:

- a. The Retroactive Date of the policy must be shown and must be before the date of the Agreement or the beginning of the contracted work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a Retroactive Date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels

or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

CONFLICT OF INTEREST DISCLOSURE

EXHIBIT D CONSULTANT'S FINANCIAL DISCLOSURE STATEMENT¹

Consultant will comply with all conflict-of-interest laws and regulations including, without limitations, City's Conflict of Interest Code (on file in the City Clerk's Office) as required by Section 4.10 of this Agreement. It is incumbent upon the Consultant to notify the City pursuant to Sections 7.1 and 7.5 of any staff changes relating to this Agreement. The City Manager has made the following determination and Consultant, by his/her signature, acknowledges said determination.²

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required of any officers, employees, and/or agents of Consultant. Consultant duties are as follows:

_____ City Manager	 _____ Consultant Signature & Title
	VP Environmental Planning & Compliance

- B. In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant may make or participate in making a governmental decision, which may have a foreseeable material effect on a financial interest. As a result, the Consultant shall be subject to the Disclosure Category "Consultant" of the City's Conflict of Interest Code.

_____ City Manager	_____ Consultant Signature & Title
-----------------------	---------------------------------------

1. Fair Political Practices Commission Section 18700.3 defines a consultant as follows:
- (a) For purposes of Sections 82019 and 82048, "consultant" means an individual who, pursuant to a contract with a state or local government agency:
 - (1) Makes a governmental decision whether to:
 - (A) Approve a rate, rule, or regulation;
 - (B) Adopt or enforce a law;
 - (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
 - (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
 - (F) Grant agency approval to a plan, design, report, study, or similar item;
 - (G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
 - (2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.
2. Disclosure by Consultants: Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the City's adopted Conflict of Interest Code, subject to the following limitations: The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and closely supervised, and, thus, is not required to comply with the disclosure requirements in the City's adopted Conflict of Interest Code. Such written determination shall include a description of the consultant's duties. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as the City's adopted Conflict of Interest Code.

LEVINE ACT CERTIFICATION

EXHIBIT E

LEVINE ACT CERTIFICATION

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$500 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

This statement must be provided for the company and for each consultant who will work with the City.

City of El Centro Council Members as of the date of this RFP/Agreement:

Sylvia Marroquin
Martha Cardenas-Singh
Sonia Carter
Tomas Oliva
Edgard Garcia

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP? _____ YES X NO

If yes, please identify the Council Member: _____

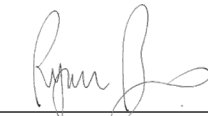
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES X NO

If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

October 15, 2025

DATE



(SIGNATURE OF CONSULTANT)

Ryan Binns, VP Environmental Planning & Compliance

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Harris & Associates

(TYPE OR WRITE NAME OF COMPANY)

Revised 01/01/2025

DETAILED COST BREAKDOWN

Harris & Associates			Task 1.1		Task 1.2		Task 1.3		Task 2.1		Task 2.2		Task 2.3		Task 2.4		Task 2.5		Task 2.6		Task 2.7a		Task 2.7b		Task 3.1		Task 3.2a		Task 3.2b		Task 3.2c		Task 4.1		Task 4.2		Task 4.3		Task 5.1		Task 5.2		Total Hours	Total Cost					
Project Title			GP Update 2025					Kickoff Meeting		Data Collection		Public Participation Plan		Noise Element Update		Open Space/Conservation Element Update		Safety Element Update, Vulnerability Assessment, & Evacuation Analysis		Economic Development Element		Public Review of Draft Elements		Revision of Draft Elements		Transportation Studies		SB 18 Tribal Consultation Support		CEQA Approach & Tiering		Draft EIR Addendum		EIR Addendum Revisions & Final Document		Mitigation, Monitoring, & Reporting		Implementation Plan Development		Planning Commission Hearing		City Council Hearing		Project Management		Project Meetings			
Cost Estimate Prepared By			Kelsey Hawkins & Ryan Binns																																														
Cost Estimate Prepared For			City of El Centro																																														
Position	Staff	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost													
Principal In Charge	Ryan Binns	\$ 319.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		2.0	\$ 638.00		\$ -	2.0	\$ 638.00						
Sustainability Director	Darin Neufeld	\$ 281.00	1.0	\$ 281.00	2.0	\$ 562.00	1.0	\$ 281.00		\$ -	15.0	\$ 4,215.00	24.0	\$ 6,744.00		\$ -		\$ -	2.0	\$ 562.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2.0	\$ 562.00	2.0	\$ 562.00		\$ -		\$ -	49.0	\$ 13,769.00					
Senior Manager	Janelle Firoozi	\$ 255.00	1.0	\$ 255.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		2.0	\$ 510.00	4.0	\$ 1,020.00	4.0	\$ 1,020.00	1.0	\$ 255.00		\$ -		\$ -		\$ -		\$ -	10.0	\$ 2,550.00	12.0	\$ 3,060.00	34.0	\$ 8,670.00		
Principal Biologist	Erika Eidson	\$ 235.00		\$ -		\$ -		\$ -		\$ -	4.0	\$ 940.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4.0	\$ 940.00					
Sr AQ/GHG/Noise Manager	Sharon Toland	\$ 215.00	1.0	\$ 215.00	4.0	\$ 860.00		\$ -	80.0	\$ 17,200.00		\$ -		\$ -		\$ -		\$ -	8.0	\$ 1,720.00	8.0	\$ 1,720.00	2.0	\$ 430.00		\$ -		\$ -	2.0	\$ 430.00		\$ -		\$ -	4.0	\$ 860.00	2.0	\$ 430.00	2.0	\$ 430.00		\$ -	4.0	\$ 860.00	117.0	\$ 25,155.00			
Archaeology Manager	Donna Beddow	\$ 206.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	7.0	\$ 1,442.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	7.0	\$ 1,442.00			
Project Manager	Kelsey Hawkins	\$ 184.00	2.0	\$ 368.00	2.0	\$ 368.00		\$ -	56.0	\$ 10,304.00		\$ -		\$ -		\$ -		\$ -	4.0	\$ 736.00	4.0	\$ 736.00	2.0	\$ 368.00	1.0	\$ 184.00	2.0	\$ 368.00	10.0	\$ 1,840.00	6.0	\$ 1,104.00	2.0	\$ 368.00	2.0	\$ 368.00	14.0	\$ 2,576.00	14.0	\$ 2,576.00	50.0	\$ 9,200.00	14.0	\$ 2,576.00	185.0	\$ 34,040.00			
Senior Environmental Planner	Esther Daigneault	\$ 184.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		12.0	\$ 2,208.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	12.0	\$ 2,208.00				
Senior GIS Manager	Randy Deodat	\$ 175.00		\$ -		\$ -		\$ -	2.0	\$ 350.00		\$ -	15.0	\$ 2,625.00		\$ -		\$ -		\$ -		\$ -	1.0	\$ 175.00		\$ -		1.0	\$ 175.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	19.0	\$ 3,325.00				
Sustainability Planner	Sydnie Margallo	\$ 164.00	1.0	\$ 164.00	4.0	\$ 656.00	8.0	\$ 1,312.00		\$ -	110.0	\$ 18,040.00	130.0	\$ 21,320.00	6.0	\$ 984.00	4.0	\$ 656.00	20.0	\$ 3,280.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	16.0	\$ 2,624.00	16.0	\$ 2,624.00	16.0	\$ 2,624.00		\$ -	4.0	\$ 656.00	335.0	\$ 54,940.00			
Publications Specialist	Lindsey Messner	\$ 168.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1.0	\$ 168.00		\$ -		2.0	\$ 336.00	1.0	\$ 168.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4.0	\$ 672.00				
Environmental Planner	Mia Claridy	\$ 150.00		\$ -		\$ -		\$ -	8.0	\$ 1,200.00		\$ -		\$ -		\$ -		\$ -	5.0	\$ 750.00		\$ -		\$ -		\$ -		24.0	\$ 3,600.00	16.0	\$ 2,400.00	4.0	\$ 600.00		\$ -	20.0	\$ 3,000.00	16.0	\$ 2,400.00		\$ -		\$ -	93.0	\$ 13,950.00				
Biologist II	Kelsea Loescher	\$ 124.00		\$ -		\$ -		\$ -		\$ -	6.0	\$ 744.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	6.0	\$ 744.00			
Publications Specialist	Leona Vander Molen	\$ 125.00		\$ -		\$ -		\$ -	8.0	\$ 1,000.00	8.0	\$ 1,000.00	35.0	\$ 4,375.00	12.0	\$ 1,500.00		\$ -	8.0	\$ 1,000.00		\$ -		\$ -		\$ -		6.0	\$ 750.00	5.0	\$ 625.00	2.0	\$ 250.00	24.0	\$ 3,000.00		\$ -		\$ -		\$ -		\$ -	108.0	\$ 13,500.00				
GIS Analyst	Matthew Dornbach	\$ 110.00		\$ -	2.0	\$ 220.00		\$ -	12.0	\$ 1,320.00	30.0	\$ 3,300.00	20.0	\$ 2,200.00		\$ -		\$ -		\$ -	2.0	\$ 220.00		\$ -		\$ -		2.0	\$ 220.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	68.0	\$ 7,480.00		
Archaeologist I	Jasmine Alvarez-Ceja	\$ 103.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.0	\$ 309.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.0	\$ 309.00	
LABOR SUBTOTAL			6.0	\$ 1,283.00	14.00	\$ 2,666.00	9.00	\$ 1,593.00	166.00	\$ 31,374.00	173.00	\$ 28,239.00	224.00	\$ 37,264.00	18.00	\$ 2,484.00	21.00	\$ 3,862.00	44.00	\$ 7,518.00	4.00	\$ 798.00	13.00	\$ 2,278.00	4.00	\$ 878.00	63.00	\$ 10,579.00	32.00	\$ 5,317.00	9.00	\$ 1,473.00	46.00	\$ 6,852.00	54.00	\$ 9,192.00	50.00	\$ 8,592.00	62.00	\$ 12,388.00	34.00	\$ 7,152.00	1046.0	\$ 181,782.00					
ODCs and Subconsultants																																																	
Mileage - Use Current IRS Rate		\$ 0.70		\$ -		\$ -		\$ -	800.0	\$ 560.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	500.0	\$ 350.00	500.0	\$ 350.00		\$ -		\$ -	1800.0	\$ 1,260.00					
Daily Noise Meter Use Rate		\$ 100.00		\$ -		\$ -		\$ -	3.0	\$ 300.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.0	\$ 300.00			
Traffic Sub	CR Associates	\$ 15,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1.0	\$ 15,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1.0	\$ 15,000.00			
ODC SUBTOTAL			0.0	\$ -	0.0	\$ -	0.0	\$ -	803.0	\$ 860.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	1.0	\$ 15,000.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	500.0	\$ 350.00	500.0	\$ 350.00	0.0	\$ -	0.0	\$ -	1804.0	\$ 16,560.00					
Markup																																																	
Markup on ODCs and Subconsultants			10%		\$ -		\$ -		\$ -		\$ 86.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 1,500.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 35.00		\$ 35.00		\$ -		\$ -		\$ 1,656.00				
ODC + MARKUP SUBTOTAL				\$ -		\$ -		\$ -		\$ 946.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 16,500.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 385.00		\$ 385.00		\$ -		\$ -		\$ 18,216.00					
GRAND TOTAL				\$ 1,283.00		\$ 2,666.00		\$ 1,593.00		\$ 32,320.00		\$ 28,239.00		\$ 37,264.00		\$ 2,484.00		\$ 3,862.00		\$ 7,518.00		\$ 17,298.00		\$ 2,278.00		\$ 878.00		\$ 10,579.00		\$ 5,317.00		\$ 1,473.00		\$ 6,852.00		\$ 9,577.00		\$ 8,977.00		\$ 12,388.00		\$ 7,152.00		\$ 199,998.00					



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-397)

Item: 15.

Meeting: 12/16/2025 3:30 PM

Department: Public Works

Category: Resolution

Prepared by: Rocio Ruelas , Staff
Assistant

Department Head: Abraham Campos

DOC ID: 2025-397

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NICKLAUS ENGINEERING, INC. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 25- RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NICKLAUS ENGINEERING, INC. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.

FISCAL IMPACT:

Contract is not to exceed one million dollars (\$1,000,000.00) through out the term of the agreement. This will be through the approval of various task orders through out the life of the contract.

Award of the contract will not obligate the City to purchase any specific level of effort from any firm as task orders will be issued by the City Manager or Public Works Director to assign work on an as-needed, project-by-project basis. Funding for each project will be budgeted in the Citywide Capital Improvement Program (CIP) budget which is adopted through the annual budget process. If a non-budgeted project arises, staff will return to Council to request funding as needed. Funding sources may include the general fund, enterprise funds as well as other sources such as Measure D, Gas Tax, SB1 and other grants.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

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

The consultant went through a request for proposals and an evaluation process. Any missing documentation, such as a business license, will be obtained before issuance of Notice to Proceed ("NTP")

BACKGROUND:

In late 2020, the City Council awarded a series of contracts to on-call consultants. These contracts in essence, pre-approve consultants for design work, construction management work, special studies, etc. This expedites the award of work and eliminates the need to do RFP's, interviews, etc., for contract which may be small in value, which may discourage firms from submitting due to the cost of preparing for a RFP and interview process.

Generally, these contracts are not utilized for certain grant funds, as grant funds have

added language that may not be included in the on-call contracts and that does not apply for all projects. As such, grant funded projects generally go through contracts outside of the on-call approved contract list.

On-call contracts have been used in the past to do design work funded by park impact fees, general fund, water enterprise, wastewater enterprise, Measure D and SB1 funds. Individual Task Orders are issued for projects that fit within the scope of the on-call contract.

Projects in the past have included the Imperial Avenue Extension design, studies and portions of the Southern Pump Station project, various construction management contracts for Measure D projects and some water and wastewater projects to name a few. Task Orders are funded from approved budget funds.

DISCUSSION:

The current list of On-Call contracts began to expire at the beginning of August 2025. To replace the contracts, Public Works' staff divided the on-call disciplines into two groups. One Request for Proposals (RFP) was prepared for Civil Engineering- General and Civil Engineering- Water and Wastewater Treatment, while another was prepared for the On-Call Architectural Design and Construction Management and Inspection Services.

On August 19, 2025, the City Council, during its regular meeting, approved the Request for Proposals(RFP) for four on-call disciplines. Each RFP was advertised and released as follows:

1. Request for Proposals (RFP) for On-Call Civil Engineering - General and On-Call Civil Engineering- Water and Wastewater Treatment was published in the Imperial Valley Press on August 22, 2025, with an initial deadline of September 19, 2025, and then revised via addendum to October 3, 2025.
2. Request for Proposals (RFP) for On-Call Architectural Design, and Construction Management and Inspection Services was published in the Imperial Valley Press on August 26, 2025, with an initial deadline of September 26, 2025, and then revised to October 10th, 2025.

These are the disciplines where we expect to have the need for these contracts. Each applicant was required to specify the discipline for which they were submitting a proposal.

Under this Council approval request, we are focusing on consultants who submitted for the Construction Management and Inspection Services portion of the RFP. For this discipline, the City received six proposals. The proposals were evaluated by a panel of three city staff members. Based on the scores, five firms were selected and will be recommended for contract award, which includes the following in no particular order:

- Dynamic Engineers, Inc.
- Erickson-Hall Construction, Co.
- Nicklaus Engineering, Inc.
- SchneiderCM
- The Holt Group, Inc.

A separate Council agenda report, agreement and resolution is being prepared for each

firm. Each agreement would be limited to \$250,000 per fiscal year for each fiscal year the agreement is active. However, as each agreement will be for on-call, as-needed services, there is no guarantee on any level of services from any firm. Each contract has an initial Two (2) year life with the option to provide for three (3) individual one (1) year extensions for a possible total five (5) year contract.

In this report, staff seeks approval of an on-call contract for the Construction Management and Inspection Services with Nicklaus Engineering, Inc.

CONCLUSION:

Adopt Resolution No. 25- RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NICKLAUS ENGINEERING, INC. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement- Nicklaus Engineering

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL
CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH NICKLAUS ENGINEERING, INC. FOR ON-CALL
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

WHEREAS, on-call professional Construction Management and Inspection services agreements are an effective way to retain consultants to ensure that public works projects and programs are delivered in a timely and cost-effective manner; and

WHEREAS, pursuant to City Code Section 2-174, the City of El Centro (“City”) identified a need for on-call, specialized Construction Management and Inspection consulting services and released a Request for Proposal for such services through the City’s Public Works Department; and

WHEREAS, on October 10, 2025, the City received proposals which were ranked and evaluated to determine the most qualified consultants; and

WHEREAS, Nicklaus Engineering, Inc. (“Consultant”) was amongst those consultants chosen to enter into an on-call agreement with the City; and

WHEREAS, such services will be awarded on a Task Order basis as the budget allows; and

WHEREAS, it is necessary for the City Council of the City of El Centro, California (the “City Council”) to approve a Professional Services Agreement with Consultant for On-Call Construction Management and Inspection Services (“Agreement”); and

WHEREAS, the City Council finds that its approval of the Agreement 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.
2. That the City Council authorizes the Agreement in a not-to-exceed amount of one million dollars (\$1,000,000) for the total term of the Agreement (for two years, with the possibility of up to three (3) one-year extensions), with the understanding that services will be provided on an as-needed basis and Task Order basis as further set out in the Agreement, with no guarantee of any level of effort from Consultant.
3. That the City Manager is hereby authorized to sign the Agreement on behalf of the City, a copy of which is on file in the Office of the City Clerk.
4. That the Public Works Director is hereby authorized to execute Task Orders up to fifty thousand dollars (\$50,000) each for budgeted projects.

5. That the City Manager is hereby authorized to execute Task Orders for budgeted projects above fifty thousand dollars (\$50,000) and under two-hundred thousand dollars (\$200,000); task orders above that amount shall be approved by the City Council.

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 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 the 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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), is made and effective as of the last signature date in this agreement, between the City of El Centro ("City"), a municipal corporation, and Nicklaus Engineering, Inc. ("Consultant"), a corporation. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence upon the issuance of the Notice to Proceed ("NTP") and shall remain and continue in effect until the professional services described herein are completed, but in no event later than two (2) years from the date of approval and may be extended for up to (3) one (1) year extensions by mutual agreement, unless sooner terminated pursuant to the provisions of this Agreement. All days set out in this Agreement are calendar days unless otherwise provided.

II. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (the Tasks to be Performed or Tasks). Consultant shall complete the Tasks according to the schedule of performance which also is set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

III. PERFORMANCE BY CONSULTANT

- A. Consultant shall at all times faithfully, competently, and to the best of their ability, experience, and talent, perform all Tasks. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.
- B. Consultant immediately shall notify the City Representative in writing of any delay in completion of the services. Such notice shall include the reason for such delay and a reasonable estimate of the length of the delay. If the delay materially effects performance of the Services, the City may terminate this Agreement under Section VI (Termination) or VII (Default).
- C. Force Majeure. If delays in performance of the services are caused by the following unforeseen events or conditions beyond the reasonable control of City or Consultant, the time for performance may be extended by City only for the period of such events: war, changes in law or government regulation, labor disputes or strikes; fires, floods, adverse weather or other natural conditions preventing work; or inability to obtains materials, equipment or labor when the

Consultant provides the City with timely evidence of its inability to obtain personnel.

- D. Consultant may terminate this Agreement without cause upon providing at least 60 days prior written notice to the City of such termination. Within such time period, the Consultant shall complete any work necessary for the orderly termination of its consulting services

IV. CITY REPRESENTATIVE

City's Public Works Director shall represent City in all matters pertaining to the administration of this Agreement, review and approve all products submitted by Consultant, but not including the authority to change the compensation due to Consultant except as provided in this Agreement (the "City Representative")

V. PAYMENT

- A. The City agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One million dollars (\$1,000,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any such authorized additional services in the amounts and in the manner as agreed to by the City and Consultant at the time City's written authorization is given to Consultant for the performance of such services and/or as set for in Exhibit B.
- C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. City shall use reasonable efforts to pay within forty-five (45) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall use its best efforts to give written notice to Consultant within forty-five (45) days of receipt of an invoice of any disputed fees set forth on the invoice.
- D. It is understood and agreed that the City's obligation to proceed under this Agreement is conditioned upon the appropriation of funds. If anticipated funds for payment under this Agreement are not forthcoming or are insufficient, the City shall have the right to terminate this Agreement without penalty upon ten (10) days prior written notice to Consultant. Notwithstanding, the City also may determine a source of additional funds.

VI. CITY'S SUSPENSION OR TERMINATION OF AGREEMENT

- A.** Except as otherwise provided herein below, the City may suspend or terminate this Agreement, or any portion hereof, without cause and for convenience by serving written notice of termination upon the other party at least ten (10) calendar days prior to the date of termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement.
- B.** In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Consultant will submit an invoice to the City as provided above.

VII. DEFAULT

- A.** Either Party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control under Section III C above (force majeure), the provisions of that sub-section shall apply.
- B.** If the City Representative determines the Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of default to cure the default as directed by the City in the notice of default. In the event the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

VIII. OWNERSHIP OF DOCUMENTS

- A.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the City at reasonable times to such books and records; shall give City the right to examine and audit said

books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B.** Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

IX. INDEMNIFICATION AND DEFENSE

- A.** Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence or willful misconduct.

B. Duty to defend

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by Agency, Consultant shall defend the Indemnified Parties at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence or willful misconduct of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence

of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

X. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

XII. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by this reference as though set forth in full.

XIII. LEGAL RESPONSIBILITIES

- a. The Consultant shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.
- b. Licenses. At all times during the term of this Agreement, Consultant shall have in effect all licenses required for the performance of the services described in this Agreement.
- c. City Business License: At all time during the term of this Agreement, Consultant shall have in effect a City business license.
- d. Non-discrimination. Consultant shall not discriminate on the basis of any

protected state or federal class or association with such class in its solicitation, selection, hiring or treatment of its employees, vendors or suppliers. Consultant understands that violation of this requirement shall be a material breach of this Agreement and may result in its termination, debarment or other sanctions. This requirement shall be placed in all agreements between the Consultant and its employees, vendors and suppliers.

- e. Drug-free Workplace. Consultant agrees to insure a drug free workplace. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form as provided by the City. The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of the prohibition. The Consultant also shall establish a drug-free awareness program to inform employees about all of the following: the dangers of drug abuse in the workplace; the policy of maintaining a drug free workplace; available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations. In addition, the Consultant shall post the drug free policy in a prominent place.
- f. No Use of City logo or Product Endorsement. The Consultant agrees that any advertisement or notification identifying or referring to the City as a client of the Consultant requires the prior written approval of the City. No City logo or other identifying mark may be used without the prior written approval of the City.

XIV. CONFLICTS OF INTEREST XX

- a. Undue Influence. Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.
- b. No Benefit to City Employees. During their tenure and for one year thereafter, no officer or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the services under this Agreement shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

- c. Consultant covenants that neither Consultant nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subconsultant. To the extent applicable, Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.
- d. Form 700. Consultant is subject to all applicable federal, state and local conflict of interest laws, regulations and policies applicable to its contract with the City and procurement practices related to such contract, including but not limited to the those under the Political Reform Act and its regulations or California Government Code Section 1090 et seq. Consultant may be required to complete Form 700's or similar forms as determined under Exhibit D, attached and incorporated.
- e. Levine Act Compliance. The Consultant shall complete and comply with the provisions of Exhibit E, attached and incorporated, regarding compliance with the Levine Act.

XV. RELEASE OF INFORMATION

- a. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without prior written authorization from the City Attorney or designee, or unless requested by the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- b. Consultant promptly shall notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena

from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to Discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service; (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery; or (iii) United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY: City of El Centro
 1275 Main St.
 El Centro, CA 92243
 Attention: City Clerk

TO CONSULTANT: Nicklaus Engineering, Inc.
 1461 W. Main St,
 El Centro, CA, 92243
 Attention: Antonio Alvarez, P.E

XVII. ASSIGNMENT

- a. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Due to the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- b. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision identical to the one provided herein identifying City as an indemnified party, or an incorporation

of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.

- c. Nicklaus Engineering, Inc. may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Antonio Alvarez from Consultant's employ. Should Antonio Alvarez leave Consultant's employ, the City shall have the option to immediately terminate this Agreement. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

XVIII. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

XIX. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, negotiations, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

- a. No waiver or failure of either Party to insist upon the strict performance by the other shall be a continuing waiver of any breach of this Agreement, nor shall such waiver affect or alter this Agreement, and each provision hereof shall continue in full force and effect. No change to any term or condition of this Agreement, nor any verbal understanding of the Parties shall be valid unless in writing as set forth in this Agreement.
- b. Nothing contained this Agreement shall be considered a limit upon the charter city powers of the City.
- c. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in its drafting.

- d. In any conflict between the body of this Agreement and the Exhibits, the body of this Agreement shall control. If a conflict exists between any applicable law, rule, or regulation, that law, rule or regulation shall control. The most stringent requirements shall control. Each Party shall notify the other immediately upon identification of any apparently conflict or inconsistency.

XX. SEVERABILITY

Any part, provision, or representation of this Agreement or any of its exhibits, including, which is held to be invalid, void or unenforceable by a court of competent jurisdiction, shall be limited to that part, provision or representation and all other parts, provisions, or representations herein shall remain in full force and effect.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal . In the event of conflict, the requirements of City's Request for Proposal and this Agreement shall take precedence over those contained in the Consultant's proposal. The incorporation of the Consultant's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of the Consultant and have the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Nicklaus Engineering, Inc By:



(Signature)

Antonio Alvarez

(Typed Name)

Vice President

(Title)

City of El Centro
A Municipal Corporation

Robert Sawyer,
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
City Attorney

By: _____

Attachments:	Exhibit A	Consultant's Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Conflict Financial Disclosure Statement
	Exhibit E	Levine Act Certification
	Exhibit F	City RFP
	Exhibit G	Sample Task Order

EXHIBIT A
CONSULTANT'S PROPOSAL

Request for Proposals for
**ON-CALL SERVICES
CONSTRUCTION MANAGEMENT AND
INSPECTION SERVICES**

October 10, 2025



Submitted by:
NICKLAUS
ENGINEERING, INC.

October 10, 2025

City of El Centro Department of Public Works
Engineering Division
1249 W. Main Street
El Centro, CA 92243

Attention: Abraham Campos, PE, Public Works Director/City Engineer

Reference: ON-CALL SERVICES FOR CONSTRUCTION MANAGEMENT AND INSPECTIONS

Dear Mr. Campos,

On behalf of the **Nicklaus Engineering, Inc. (Nicklaus) team**, please accept the following as our formal response to the City of El Centro's Request for Proposals (RFP) for [On-Call Services for Construction Management and Inspections](#). We respectfully submit our qualifications, as outlined herein, and are excited about the possibility of continuing to work with the City of El Centro on this important contract. [Addendum No. 1 and 2 have been received and acknowledged.](#)

Nicklaus is a Woman-Owned Small Business (WOSB) with over four decades of experience in civil engineering and construction management. In the following pages, we have outlined our team's relevant experience in Construction Management and Inspection services within the Imperial Valley.

To support this contract, we have engaged with two sub-consultants: Sierra Materials Testing & Inspection and Labor Compliance Consultants of Southern California. We've always appreciated the expertise each of their firms brings to each project and the quality of their work. We will supplement our professionals with theirs as necessary and effectively utilize their resources to ensure that the demands of this contract are met by a professional at every level, completing each task on time and within budget.

TEAM MEMBERS	TEAM ROLE
Nicklaus Engineering, Inc.	Construction Management & Inspection Services
Sierra Materials Testing & Inspection (Sierra)	Materials Testing Support
Labor Compliance Consultants of Southern California (LCCSC)	Labor Compliance

We anticipate that the work will be performed out of our El Centro office, located at 1461 Main St, El Centro, CA, with surge capacity support from our Yuma office. Antonio Alvarez, PE, will be the point of contact for this on-call contract and can be contacted at (928) 246-1616 (Cell).

Sincerely,

NICKLAUS ENGINEERING, INC.



Antonio Alvarez, PE
Vice President

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The following pages include our qualifications for performing services under an On-Call Contract for Construction Management and Inspection Services.

Nicklaus has proudly served clients within Imperial County and the desert southwest for nearly 50 years, helping the local community navigate infrastructure projects from design through construction. We respectfully submit our qualifications herein to the City of El Centro for consideration for On-Call Construction Management and Inspection Services. We've outlined relevant projects within our portfolio, demonstrating our ability to perform the services described in the RFP, showing our past performance in similar scope elements. **Table 1 below** presents a snapshot of the completed scope elements for a few projects by Nicklaus over **the last 10 years**. These projects are detailed later in our proposal and further

describe our diverse capabilities and our exposure to projects we feel will be similar to task orders stemming from this contract. **In addition, we have included our approach to the On-Call Construction Management and Inspection Services contract, a continuation of our successful approach from** the last contract cycle. Every project presents a new set of challenges, and we understand that having a process in place can be the difference between a project riddled with change orders and one that is not. We've highlighted our proficiency in each facet of a typical project in the descriptions we've listed and identified the relevant team members who contributed to each.

PROJECT	VALUE ENGINEERING	COST ESTIMATES	CONSTRUCTABILITY REVIEW	BID PROCESS ASSISTANCE	PRECONSTRUCTION MEETING	CONTRACT APPROVAL & AWARD ASSIST	WEEKLY MEETINGS	SCHEDULE MANAGEMENT	COST CONTROL	SUBMITTAL MANAGEMENT	CHANGE ORDER MANAGEMENT	RFI MANAGEMENT	QUALITY CONTROL	DAILY INSPECTION	MATERIALS TESTING	OBSERVE CONST. MATERIALS & METHODS	PERMIT & ENVIRON. COMPLIANCE	PROGRESS PAYMENT MANAGEMENT	MONTHLY STATUS REPORT	CLAIMS MANAGEMENT	PROJECT CLOSE-OUT	FEDERAL / STATE FUNDED
A					XX		XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX		XX	
B	XX	XX	XX		XX		XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX		XX	
C					XX		XX	XX	XX	XX	XX	XX	XX	XX		XX	XX	XX	XX		XX	
D					XX		XX	XX	XX	XX	XX	XX	XX	XX		XX	XX	XX	XX		XX	
E					XX		XX	XX	XX	XX	XX	XX	XX	XX		XX	XX	XX	XX		XX	
F					XX		XX	XX	XX	XX	XX	XX	XX	XX		XX	XX	XX	XX		XX	
G					XX		XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX		XX	XX
H	XX	XX	XX		XX		XX	XX	XX	XX	XX	XX	XX	XX		XX	XX	XX	XX	XX	XX	XX
I					XX		XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX		XX	
J					XX		XX	XX	XX	XX	XX	XX	XX	XX		XX	XX	XX	XX		XX	XX
K					XX		XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX		XX	
L	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX			XX	
PROJECT												PROJECT										
A. 2020 Street Maintenance and Rehabilitation Project												G. Cole Boulevard Rehabilitation										
B. Southern Pump Station												H. Clean Closure of the Cruickshank Illegal										
C. Seeley Public Safety Facility												I. 9 th Street Pedestrian Improvements										
D. Heber Townsite Improvements												J. Bombay Beach Townsite Roadway Imprvts										
E. Hawk Street Improvements												K. Behavioral Health Renovation & Parking Lot										
F. Niland Public Safety Facility												L. IPL Runway 14/32 Emergency Repairs										

The Nicklaus staff of **129 employees** have professional and technical backgrounds in civil engineering, construction management, environmental science, geotechnical engineering, surveying, and architecture. Together, we set out to accomplish our goals as a unified team.

We've also provided a brief description of our history, along with an introduction to our team members. **We have included references from clients in California as "Point of Contact" with each key project in section (9)** as requested, each of whom may speak of our past work performance for them on similar type projects.

We have included resumes introducing our key personnel from Nicklaus and our subconsultants, **Sierra Material Testing & Inspection (Sierra)**, and are included on the following pages.

Below is an **organizational chart** illustrating the single point of contact for the City of El Centro and the flow down to our subconsultants. Nicklaus' capabilities are showcased through our multiple disciplines in engineering, augmented by our teaming partners with over four decades of experience in serving the needs of the desert southwest communities.



FINALLY, WE ADDRESS OUR CAPACITY

In short, we are ready and able to support this contract and any task order that may originate from it. It will come as no surprise that most submissions express a similar, definitive sentiment; therefore, we believe it's prudent to provide a tangible calculation of the number of full-time employees (FTE) we expect this contract will require. Using conservative assumptions, we believe this contract will need roughly 3 FTEs to service each year.

Nicklaus alone has over twice as many relevant FTEs available for the City of El Centro, even under the highest demands. We continue to forecast our five-year workload and have committed to adding two new hires each year over that period, a goal we surpassed in the last contract cycle. We are currently under an On-Call contract with the City of El Centro, thus familiar with and prepared to adhere to the City's Standard Professional Services Agreement, and continuing to provide the standard insurance coverage.

Nicklaus has a proven process for initiating, executing, and finalizing task orders in a cost-effective, high-quality manner.

The City of El Centro continues to implement its improvement programs to support existing and future infrastructure. As a local firm, we understand that the City of El Centro needs a local, technically diverse, and proven team with a flexible, deep bench of resources that can quickly mobilize and deliver multiple, simultaneous task orders without delay.

Nicklaus has a history of successfully delivering both single-procurement and on-call services. We've read, understand, and have tailored our team to perform the Scope of Work outlined in the RFP, as we did in the last contract cycle. Coupled with the in-depth experience of our Program and Construction Management, we are confident in our ability to promptly initiate and successfully complete any task order request from the City of El Centro under this contract.

To facilitate this, we will employ a proven delivery approach developed for on-call services, focusing on a comprehensive task order development process, continuous communication, and reliable implementation.

The Nicklaus Program Manager, Antonio Alvarez, P.E., will lead our team and serve as the primary point of contact with the City of El Centro. Based on the tasks requested by the City of El Centro, Nicklaus will assign the best personnel within Nicklaus to each required service.

Nicklaus Will Quickly Mobilize and Deliver Upon Request Without Delay

Mobilizing quickly is a key component of our success. **Our Program Manager is located in our El Centro office, just one block from City Hall, and is within walking distance.** Our access to the City of El Centro staff allows us to conduct on-demand site visits to quickly assess future and ongoing work. This ability to mobilize swiftly has proven beneficial to many local agencies, including the City of El Centro. The City can be confident that Nicklaus will continue to deliver the exceptional construction management services to which you are accustomed under this contract.

Engineering Experts Able to Solve Critical Challenges

To meet your needs and address challenges throughout the contract cycle, Nicklaus will provide an integrated project team of experts, coupled with local and regional engineering resources specifically tailored to the

assignment and situation. Our team brings the expertise and experience to provide on-call construction management and inspection services for your projects, covering all scope elements identified in the RFP.

Nicklaus employs both professional engineers and technical personnel with construction experience.

Nicklaus plans to approach a typical construction management project with two personnel: a California-licensed Civil Engineer, who will act as the Construction Manager, and an experienced field personnel member, who will act as the On-Site Construction Inspector.

Nicklaus will start with pre-construction activities. The Construction Manager and On-Site Inspector will review and familiarize themselves with the Contract Documents, General Conditions, Supplementary Conditions, Special Conditions, Technical Specifications, Construction Plans, and Addendums. Next, Nicklaus will meet with City representatives to discuss the required submittal documents and the project schedule. Nicklaus will also discuss the pre-construction meeting and formulate the conference agenda at this meeting. We anticipate conducting the pre-construction meeting with a reviewed and approved agenda. Finally, Nicklaus will prepare the pre-construction meeting minutes for record and deliver them to the City's Project Administrator and the Contractor within 48 hours. As construction begins, the On-Site Construction Inspector will commence full-time inspection services concurrently. The On-site Construction Inspector will draft daily inspection reports and take a daily photo-catalog of construction activities.

The aforementioned reports and photographs will be communicated to the Construction Manager, the General Contractor, and the City of El Centro. In addition, the On-Site Inspector will begin coordination of all material testing required for the project as outlined in the QAP and specifications. Test results will be included in the daily submittals, which the Construction Manager will review for contract compliance. The On-Site Inspector will also ensure that the Contractor promotes job site safety, notes as-built conditions, and conducts labor interviews.

Concurrently, the Construction Manager will supervise the construction administration through daily communication with the On-Site Inspector, and weekly progress meetings with the Contractor and the City of El Centro. The

Construction Manager will receive and review the Contractor payment applications, any change orders, RFIs, submittals, materials testing results, and certified payroll. Both the Construction Manager and the On-Site Construction Inspector will participate in the pre-final walk-through and develop a punch list to be distributed to the Contractor and the City of El Centro.

Additionally, the On-Site Inspector will monitor the completion of the pre-final punch list items and coordinate the final inspection with the Construction Manager, City of El Centro, and Contractor. After construction is complete, Nicklaus will coordinate As-Built Plans with the City of El Centro and conduct the project closeout. The project closeout typically includes both a project summary report, submitted in two (2) sets in hard copy (three-ring binders) and digital format (PDF), on one USB thumb drive as a portable document.

Organize and manage the Pre-construction Meeting.

Nicklaus routinely provides these services and provides our client with an agenda for comment at least 48 hours in advance. **Typical items addressed during the pre-construction meeting include:**

- Key Project Personnel Contact Information
- Project Overview
- Review of Contract Documents, Plans, Specifications, and Addendums
- Review of the Construction Schedule
- Labor Compliance
- Mobilization and Staging Areas
- Possible Phasing and Work Hours
- Progress Meeting Requirements
- Subcontractors
- General Safety Requirements
- Existing Utilities
- Outside Agency Coordination Requirements
- Permit Requirements
- Submittal Requirements
- Contract Change Orders and Extra Work Bill Requirements
- Materials Testing Requirements
- Progress Payment Requirements
- As-Builts
- General Discussion and Questions

Verify that the Contractor's work is completed according to plans and specifications.

Nicklaus understands this is the root of Construction Management. Ensuring the Contractor completes work as contracted begins before on-site work starts, with a careful examination of the project construction documents before mobilization.

Nicklaus has an extensive portfolio of untangling complex projects before the contractor sets foot on the site. As the project progresses, our Construction Manager and on-site inspector will fully engage in construction activities alongside the Contractor, ensuring the project is completed in accordance with the contract. Our on-site inspector will provide detailed daily reports, and our Construction Manager will provide weekly summary reports, as necessary. **Daily reports will typically include, but not be limited to:**

- Project Name, Report Number, and Date
- Shift Hours Start and Stop
- Location and Description of Operations
- Weather Conditions Description
- List of Numbered Equipment On-Site
- Description of Labor and Names
- Hours vs. Bid Item No. for Labor and Equipment
- Tracking of Idle or Down Equipment and Labor
- Detailed Description of Work Activities
- Photo Catalog with Descriptions

Each Daily Report will be signed by the **Construction Inspector** and initialed by **the Construction Manager** after review. *Our Weekly Reports will include, but not be limited to:*

- Project Name, Report Number, and Date
- General Breakdown of Daily Work Activities along with Weather Conditions
- Tracking of Working Days, Non-Working Days, and Working Days with No Work on Controlling Activity
- Change Order Time Adjustments
- Tracking of Contract Days
- Controlling Activities

Provide Quality Assurance support.

Nicklaus has an AMRL/CCRL/USACE-certified materials testing laboratory at our corporate office in Yuma. Many of our staff are trained in the use of nuclear gauges and hold ACI certifications, drawing on decades of experience in testing and materials inspections to help ensure the project is properly tested in accordance with the contract documents. We've included **Sierra Materials Testing & Inspection** as a subconsultant if QA materials testing is included in any task order.

Coordinate construction activity between various agencies and the General Contractor.

We understand that construction projects can be complex, and it is essential to maintain open, consistent communication with the various agencies involved. Each appropriate agency will be invited to the pre-construction meeting, and a weekly progress meeting will be established. Each agency will have an open invitation to the weekly progress meetings, and we will send out invites and updates as the project progresses.

Verify quantities with the General Contractor and complete Quantity Calculation sheets.

Nicklaus has completed numerous Construction Management projects that required quantity calculations to accept payment applications. Our team will prepare a spreadsheet that includes all the proposal items, units, unit costs, bid set quantities, and bid set costs. Our on-site inspector will update this spreadsheet regularly to reflect the material quantities placed at the job site.

Coordinate construction progress meetings during construction.

Weekly progress meetings will be an essential part of each task order. The day, time, and location of the weekly progress meetings will be established at the pre-construction meeting. In general, the weekly progress meetings will include the following:

- Project Name, Meeting Number, and Date
- Review of Old Business
- Contractor Discussion on Work Activities
- On-Site Inspector Discussion on Work Activities
- Review of Schedule and Discussion of 2-week look ahead.
- Existing and Proposed Utility Coordination
- Project Safety: Discuss Safety Meetings, Unsafe Acts, Accidents, Near Misses, and Action Items.
- Review of the Status of RFIs
- Review of the Status of Submittals
- Review of the Status of Change Orders
- Review of the Status of Pay Applications
- General Discussion

Provide labor compliance services to ensure workers employed by the General Contractor and subcontractors are hired and paid in

compliance with all applicable State and Federal laws.

Nicklaus has teamed with [Labor Compliance Consultants of Southern California](#) to provide these services for this contract. They have provided similar local services on various projects for Nicklaus and others, and we have a trusted relationship with them. We will coordinate suitable times for Labor Compliance Consultants to conduct labor interviews and provide them with each daily report upon completion. In general, the Labor Compliance will consist of the following:

- Ensure Contractor Eligibility
- Monitor Certified Payroll Reports
- Conduct On-Site Interviews
- Provide Progress Payment Review Assistance
- Identify Violations
- Provide Monthly Reporting
- Maintain Labor Compliance

Provide troubleshooting support to help resolve any issues between parties.

It is understood that, occasionally, it is necessary to assist with field engineer problems and coordinate troubleshooting efforts among multiple parties. The Construction Manager's role is to clarify the issue and manage a cost-effective solution between the Contractor, the Designer of Record, and the Owner. We understand the importance of balancing the schedule and budget equally. Most recently, we undertook significant troubleshooting efforts for the Southern Pump Station and Cruickshank Road Illegal Disposal Site projects, each of which had issues requiring stop-work orders.

Track and expedite review and approvals of RFIs and change order requests.

Submittals, RFIs, and Change Orders will be tracked in spreadsheets or Procore and appropriately numbered upon receipt. Each document will be dated upon receipt, the date sent to the Designer of Record (if necessary), the date received from the Designer of Record, and the date returned to the Contractor.

Review the construction schedule.

Typically, we would receive a construction schedule at the pre-construction meeting to discuss it with all pertinent stakeholders. We will review the Contractor's project schedule before construction mobilization and require a two-week look-ahead schedule from the Contractor at each progress meeting to identify any scheduling conflicts early

and avoid construction delays. Additionally, we will track the controlling activity to ensure our weekly reports accurately reflect the Contractor's progress.

Evaluate and present all change order proposals to the City for review.

Nicklaus will review and validate change orders before submitting proposals to the City. Over the past few years alone, we have reviewed and processed hundreds of change orders, ranging from no cost to over \$1 million. Each change order will include a detailed description of the change's reason, cause, and breakdown, including any cost or time adjustment. It will also include a cost and time adjustment analysis to verify the Contractor's request.

Review submittals.

Nicklaus is prepared to review project submittals or coordinate with the Designer of Record, as directed by the City. Our goal is to return submittals to the Contractor promptly to prevent construction delays. We will prepare a submittal register for the Contractor to ensure we receive all required submittals on time and in good order.

Receive and process payment requisitions for the owner's review.

Nicklaus commonly receives and provides properly completed payment applications for the owner's review and acceptance. Typically, each application is provided on the required AIA form, with the contractor's invoice, conditional waiver and release form, quantity calculations (if necessary), and material tickets.

Evaluate all claims and prepare a written response.

If there is a claim or audit on the project, Nicklaus is prepared to review submitted claims and provide a detailed written response backed by our daily and weekly reports.

Manage the completion of the punch list.

Nicklaus performs a pre-final walkthrough with the contractor and client for all CM projects. All deficiencies are noted, and Nicklaus develops a punch list within 48 hours, depending on the complexity of the list. Upon completing the punch list, Nicklaus coordinates a final walkthrough for project closeout.

Coordinate all owner and post-completion activities.

Nicklaus provides all closeout documentation in a binder and digital form. This includes all pertinent project information, as listed above, along with daily and weekly

reports, fully executed payment applications and change orders, all tickets and certifications, materials testing reports, approved submittals, responses to RFIs, directives, and general correspondence.

Deliverables and Assumptions.

Nicklaus will deliver all previously mentioned closeout documentation in a binder and digital form. Daily and weekly reports and material quantity calculations, test results, and delivery slips will also be promptly delivered to the City's Project Administrator.

Lessons Learned

Over the decades, you learn many important lessons dealing with a variety of issues. Below are a few critical lessons we have learned:

- **Maintain a single point of contact**
- **Come to the project prepared**
- **Keep everyone on task and within scope**
- **Weekly progress meetings are essential**
- **Safety management is crucial**
- **Maintain detailed Daily Reports (critical in cases with claims or DIR reporting issues)**
- **Properly manage RFIs, submittals, and change orders (vital to the project schedule)**
- **Utilize the appropriate technology and tools**
- **Properly identify labor codes and equipment**
- **Pictures, pictures, and more pictures**
- **Work with GC to identify scheduling issues early**
- **Proper coordination with the Materials Testing Lab**
- **Communication!**

Over the years, we have developed expertise in managing the construction of various projects. We have tackled a range of projects, including small shoulder-backing projects, multi-million-dollar rigid pavement and drainage improvement projects, complex remediation projects, and numerous small- and large-scale vertical construction and tenant-improvement projects.

Nicklaus is staffed to meet the City of El Centro's contract requirements, even during unusually high workflow surges.

Availability of the Team

Nicklaus has the availability and capacity to fulfill the City of El Centro's contract requirements, even during unusually high workflow surges. Our estimated combined labor utilization rate is 66%; therefore, we project an excess capacity of 34%. The inset matrix indicates an excess capacity of 7.14 full-time equivalent (FTE) personnel for the contract.

TEAM CAPACITY (FTEs)	Relevant FTEs	Remaining Capacity	Excess Capacity
NICKLAUS ENGINEERING, INC.	21	34%	7.14

For this type of contract, it is reasonable to assign 75% to 80% to labor and 20% to 25% to other direct costs (ODCs). On average, one FTE will generate, conservatively, \$250,000 in revenue annually. In determining the FTE demand for this contract, we have assumed an annual revenue yield of \$1,000,000, which, based on our historical understanding of the contract, is conservative. Using the more conservative assumption of 20% ODCs, we used the following formula to calculate the average annual FTE demand of the contract:

$$\frac{[\text{Annual Revenue}] - [20\% \text{ ODCs}]}{[\text{FTE Yield}]} = \text{Demand} \quad \text{or} \quad \frac{[\$1,000,000] - [\$200,000]}{[\$250,000]} = 3.2 \text{ FTEs}$$

Conservatively, the contract requires 3.2 FTEs. Nicklaus alone is currently staffed to handle 100% of the work under this scenario, having a capacity of 7.14 FTEs available to serve this contract. Excess capacity increases when considering the additional personnel available from our subconsultant's professional and technical experts. **Below, we demonstrate our team's availability to meet the City of El Centro's expected schedule of work and our current workload and backlog.**

	WORKLOAD/BACKLOG	Estimated Commitment	Estimated Completion Date
ANTONIO ALVAREZ, PE <i>Program Manager</i>	Tucson CTIMR	10%	8/2026
	El Paso – Big Bend CTIMR	10%	7/2026
	City of El Centro TAG Alleyway Project	5%	11/2025
PHILLIP RAMIREZ, PE <i>Construction Manager/Resident Engineer</i>	El Centro Pump Station	10%	12/2025
	City of Imperial Aten Rd Sewer Line Installation	10%	1/2026
	County of Imperial Behavioral Health Rehabilitation	10%	9/2026
LUIS LOPEZ, CQM <i>Construction Inspector</i>	El Centro Pump Station Project	90%	12/2025
FRANK LEYVA <i>Architectural Support</i>	UofA Cooperative Extension	15%	2/2026
	City of Yuma Fire Dept Warehouse	10%	12/2025
	Brawley Library Remodel	5%	11/2025
KARLA BE, CQM <i>Construction Inspector</i>	County of Imperial Behavioral Health Rehabilitation	90%	9/2026
ADRIAN MACIEL <i>Construction Inspector</i>	City of Imperial Aten Road Sewer Line Project	90%	1/2026
ALEX ROJAS <i>Materials Testing Sub-consultant</i>	Calexico Intermodal Transportation Center	10%	Early 2026
	Niland Sanitary Sewer District WW Treatment Plant	10%	Early 2026
CRYSTAL RANDELL <i>Labor Compliance Sub-consultant</i>	Imperial Clearwell Pump Station	10%	11/2025
	El Centro Southern Pump Station	10%	11/2025

Nicklaus' team was formed to leverage the complementary, specialized talents, and unique capabilities of each team member to perform under this contract. Our team has demonstrated experience supporting multiple municipalities, helping them achieve their construction management objectives under various On-Call contracts.

A **Women-Owned Small Business (WOSB)**, Nicklaus is an A/E design firm and construction company with a rich history of working in the southwest United States for the past four decades.

Having built a solid reputation as a dependable company through years of dedicated development within the Imperial and Yuma counties, offering civil, geotechnical and environmental engineering, land surveying, construction and **construction management**, and architectural services and **employing registered professional engineers, registered architects, licensed contractors, and certified field personnel, experienced and trained in their respective fields.**

Nicklaus has 129 employees listed by title and discipline:

Administrative	16
Architect	2
Biologist	5
CADD Designers/Technicians	13
Chemical Engineer	1
Chemist	3
Civil Engineer	16
Construction Inspector	2
Construction Manager	5
Cost Estimator	1
Environmental Engineer	7
Environmental Scientist	20
Geotechnical Engineer	1
GIS Specialist	8
Geologist	8
Industrial Hygienist	1
Mechanical Engineer	1
Technician/Analyst	19

Nicklaus offers the City of El Centro a skilled labor force needed to complete the work tasked under this contract.

The Nicklaus team and its members have extensive experience in similar projects. In fact, most of the projects completed by Nicklaus have been under the category of public project facilities and infrastructure improvement projects.

We have worked with numerous local municipalities and federal government agencies over the past 40 years, allowing us to build up our knowledge base, experience, and reputation. We have a long history of successful projects for the City of El Centro, Imperial County, City of Calexico, City of Yuma, NAF El Centro, Yuma Proving Ground, MCAS Yuma, U.S. Customs and Border Protection, Yuma International Airport Authority, and many others. Each project has its own set of construction management challenges that need to be addressed.

From local health department regulations to state policies and federal laws, local jurisdictional code and ordinance requirements, adherence to federal and state labor compliance regulations, as well as public/private utility requirements, our team understands construction management and can successfully interpret the plans, regulations, and requirements to manage any construction project.

BELOW IS A BRIEF DESCRIPTION OF OUR TEAMS' SUB-CONSULTANTS AVAILABLE TO PERFORM PORTIONS OF THE CONTRACT.



SIERRA MATERIAL TESTING & INSPECTION (SIERRA) is a privately owned California corporation. Sierra is a highly qualified, local geotechnical engineering firm that provides geotechnical engineering and materials testing and inspection services in the Imperial Valley. Sierra is staffed by local engineers and technicians who have provided the requested services for over 15 years to clients.



LABOR COMPLIANCE CONSULTANTS OF SOUTHERN CALIFORNIA (LCCSC) is a consulting firm offering Labor Standards Compliance Consulting and Contractor Monitoring services to both private and

public-sector clients in Southern California and Western Arizona. LCCSC has a staff of trained and experienced labor compliance monitors and interviewers and has provided labor compliance consulting services to governmental sector clients in ensuring Federal and State of California Labor Standards Compliance on many of their public works projects.

LCCSC has performed the monitoring activities of the 3rd Party Labor Compliance Program operations for the Calexico Unified School District and performed the Labor Compliance Monitoring for the City of El Centro's LCP for the Skate Park project.

Pending Litigation for Nicklaus and Sub-consultants

- **Nicklaus Engineering, Inc.** presently has no pending litigations, nor has recently had any litigations filed.
- **Labor Compliance Consultants of Southern California** presently has no pending litigations, nor has recently had any litigations filed.
- **Sierra Material Testing & Inspection** presently has no pending litigations, nor has recently had any litigations filed.

As part of our effort to continue to grow, Nicklaus has continued to carefully assemble highly qualified engineers, construction managers, and professional and technical support staff with demonstrated past performance on similar projects.

We believe Nicklaus brings outstanding technical expertise in construction management and inspection services with a practical approach that will help support the City of El Centro in achieving the desired final product on projects stemming from this contract.

FIRM REFERENCES

IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS

John A. Gay, Director of Public Works

155 S. 11th Street, El Centro, CA 92243

(442) 265-1818

johngay@co.imperial.ca.us

Firm Role: Construction Management and Construction Inspection

Date of Services: 2025

CITY OF CALEXICO

Lilliana Falomir, Public Works Manager

608 Heber Avenue, Calexico, CA 92231

(760) 768-2160

falomir@calexico.ca.gov

Firm Role: Construction Management and Construction Inspection

Date of Services: 2025

IMPERIAL COUNTY WORKFORCE DEVELOPMENT BOARD

Jade Padilla, Program Manager

1250 Main Street

(760) 554-5524

jadepadilla@co.imperial.ca.us

Firm Role: Construction Management and Construction Inspection

Date of Services: 2023

2020 STREETS MAINTENANCE AND REHABILITATION IMPROVEMENTS PROJECT

El Centro, CA

CLIENT

City of El Centro

CONTACT PERSON

Felix De Leon, Jr., PE
(760) 337-2856

f_deleon@cityofelcentro.org

SCOPE ELEMENTS

- ✓ Preconstruction Meeting
- ✓ Schedule Mngt. Weekly Meetings
- ✓ Schedule Management
 - ✓ Cost Control
- ✓ Submittal Management
- ✓ Change Order Management
 - ✓ RFI Management
 - ✓ Quality Control
 - ✓ Daily Inspection
 - ✓ Materials Testing
- ✓ Observe Const. Materials & Methods
 - ✓ Permit & Environ. Compliance
- ✓ Progress Payment Management
 - ✓ Monthly Status Report

COMPLETION DATE
2021

The City of El Centro awarded a task order to Nicklaus to provide Construction Management Services under an On-Call, As-Needed contract. The major components of construction included:

- 317,000 SY of Type II Slurry Seal and Crack Sealing
- 47,000 SF of Asphalt Removal and Digouts.
- 1,600 Tons of ¾" Conventional Asphalt.
- 600 FT of Redwood Header placement.
- 20,000 SY of 2" to 3" cold mill.
- 18,000 TruPave Fabric, and ½" HMA level course.
- 1,400 Tons 0.1' ARHM-GG including tack coat.
- 20 ADA ramp spandrels
- 31 water and gas valve adjustments.

Nicklaus's scope of work included:

- Construction Management.
- Full-time on-site inspection for the duration of construction activities.
- Thorough review of all construction documentation.
- Conduct preconstruction meeting and provide preconstruction minutes.
- Review and catalog of all RFI's, change orders, change directives, and submittals.
- Materials testing administered under Nicklaus' On-Call contract.
- Pre-final and Final walkthroughs.
- As-Built coordination and submission of all pertinent contract information.

During the project, the City of El Centro requested Nicklaus provide a design a concrete parking space for a resident with ADA requirements along N. 8th Street. Nicklaus coordinated efforts with the contractor, providing an exhibit with structural thickness and jointing requirements.



Paving and Type II slurry operations for 2020 Street Maintenance and Rehabilitation Improvements Project

SOUTHERN PUMP STATION PROJECT

El Centro, CA

CLIENT

City of El Centro

CONTACT PERSON

Abraham Campos, PE,
City Engineer/Public Works Director
(760) 337-5182
ACampos@cityofelcentro.org

SCOPE ELEMENTS

- ✓ Value Engineering
- ✓ Cost Estimates
- ✓ Constructability Review
- ✓ Preconstruction Meeting
- ✓ Schedule Mngt. Weekly Meetings
- ✓ Schedule Management
- ✓ Cost Control
- ✓ Submittal Management
- ✓ Change Order Management
- ✓ RFI Management
- ✓ Quality Control
- ✓ Daily Inspection
- ✓ Materials Testing
- ✓ Observe Const. Materials & Methods
- ✓ Permit & Environ. Compliance
- Progress Payment Management
- ✓ Monthly Status Report
- ✓ Project Close-Out

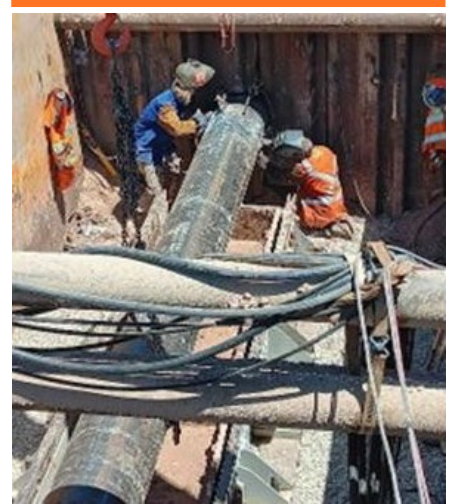
COMPLETION DATE

2025 (expected)

Nicklaus was awarded a Task Order for the Southern Pump Station project through the On-Call, As-Needed Contract. The project involved the construction of a new pump station, along with approximately 4,700 linear feet of gravity sewer main and 2,000 linear feet of sewer force main, located north of W. Danenberg Drive in the City of El Centro, California.

The pump station construction consisted of a control building, a wet well, a valve vault, perimeter fencing, two 25 HP pumps, a new AC-paved access driveway, and a control building with SCADA and monitoring equipment. Full depth reclamation (FDR) of Danenberg Drive was also performed as part of this project, which included 150,000 square feet of pavement section removal and installation of 5 5-inch asphalt pavement layer over 6 6-inch class II base and 12 12-inch cement-treated reclaimed base.

Additionally, as part of the preconstruction services, a geotechnical evaluation was conducted to determine the need for dewatering, confirm groundwater levels, and identify soil types. Based on our report review, groundwater depths of approximately 11 to 17 feet below the existing ground surface were identified. Nicklaus conducted an independent geotechnical field investigation/evaluation, including exploratory borings, monitoring well installations, laboratory testing, aquifer testing, and groundwater sampling and analysis. Nicklaus assisted the City of El Centro in procuring permits from the County of Imperial, UPRR (Union Pacific Railroad), and IID (Imperial Irrigation District), as well as in reviewing bid schedules, dewatering discharge sites, and conducting value engineering to reduce scope. During construction, Nicklaus provided daily report logs and weekly reports, managed document storage for geotechnical reports and testing, facilitated bi-weekly progress meetings, coordinated change order management, assisted with RFI (Request for Information) coordination, managed pay application submissions, and facilitated utility coordination.



The project involved the construction of a new pump station, along with approx. 4,700 linear feet of gravity sewer main and 2,000 linear feet of sewer force main.

SEELEY PUBLIC SAFETY FACILITY

Seeley, CA

CLIENT

Imperial County Department of
Public Works

CONTACT PERSON

Kimberly Cortes, Admin. Analyst
(442) 265-1863
kimberlycortes@co.imperial.ca.us

SCOPE ELEMENTS

- ✓ Preconstruction Meeting
- ✓ Schedule Mngt. Weekly Meetings
 - ✓ Schedule Management
 - ✓ Cost Control
- ✓ Submittal Management
- ✓ Change Order Management
 - ✓ RFI Management
 - ✓ Quality Control
 - ✓ Daily Inspection
- ✓ Observe Const. Materials & Methods
 - ✓ Permit & Environ. Compliance
- ✓ Progress Payment Management
 - ✓ Monthly Status Report
 - ✓ Project Close-Out

COMPLETION DATE

2024

The County of Imperial hired Nicklaus to perform Construction Management Services through an On-Call, As-Needed Services contract.

The project involved constructing a 4,735 sf County Public Safety Facility, comprising an apparatus bay that accommodates two fire trucks, a fire station complete with offices, lockers, washrooms, restrooms, living quarters, a server room, and a Cooling Center. The 850-square-foot Cooling Center has a capacity of 56 people and is available to the public as a refuge during the summer months.

Site improvements included parking, sidewalks, a generator, storm water runoff detention basins, a trash enclosure, and new utility services. Parking lot accommodates 21 civilian vehicles, 2 handicap parking spaces, and 2 EV charging stations. Off-site improvements included striping and signs along Evan Hewes Highway.

Nicklaus conducted a preconstruction review of all construction documentation, coordinating with the County of Imperial, the design engineer, The Holt Group, and the contractor to schedule a preconstruction meeting. Additionally, Nicklaus provided on-site inspections and a full-time on-site construction inspector and construction manager during the construction activities.

Activities included daily report writing, pay application review and approval, tracking of RFI's, submittal log, materials testing log, and change orders, as well as conducting weekly meetings, schedule coordination, quantity tracking, and stakeholder coordination.



Seeley Public Safety Facility nearing complete build out.

HEBER TOWNSITE ROAD IMPROVEMENTS

Heber, CA

CLIENT

Imperial County Department of
Public Works

CONTACT PERSON

Veronica Atondo, PE,
Deputy Director of Public Works
(442) 265-1818
veronicaatondo@co.imperial.ca.us

SCOPE ELEMENTS

- ✓ Preconstruction Meeting
- ✓ Schedule Mngt. Weekly Meetings
 - ✓ Schedule Management
 - ✓ Cost Control
- ✓ Submittal Management
- ✓ Change Order Management
 - ✓ RFI Management
 - ✓ Quality Control
 - ✓ Daily Inspection
- ✓ Observe Const. Materials & Methods
 - ✓ Permit & Environ. Compliance
- ✓ Progress Payment Management
 - ✓ Monthly Status Report
 - ✓ Project Close-Out

COMPLETION DATE

2019

Nicklaus received a Task Order to provide Resident Engineering and Construction Inspection Services for the Heber Roadway Improvements Project under an existing On-Call contract with Imperial County.

The General Contractor's (GC) scope of work for the project included reconstructing various roadways within Heber with improvements that included a 1.25-inch asphalt concrete leveling course, Asphalt Rubber Aggregate Membrane (ARAM), type 2 slurry seal coat, dig-out repairs for localized pavement failure areas, and a 2-inch skin patch. The area road improvements covered approximately 62,000 square yards. All the work for the project followed the Caltrans Standard Specifications, the project specifications, and the special provisions.

The area road improvements covered approximately 62,000 square yards. All the work for the project followed the Caltrans Standard Specifications, the project specifications, and the special provisions.

Nicklaus performed pre-construction activities, including coordinating and managing the pre-construction meeting with representatives from Imperial County, GC, Quality Control Material Testing Consultant, Engineer of Record, and Heber Public Utilities District. Construction services included full-time construction inspections, daily and weekly reporting to Imperial County, and weekly safety and progress meetings with the GC.

Before construction services began, Nicklaus identified additional locations requiring dig-outs, coordinating with the Contractor and Imperial County to ensure the Time and Material Allocation covered the necessary improvements. In addition, Nicklaus provided Imperial County with all closeout documents, including As-Builts, daily and weekly reports, labor compliance closeout, approved pay applications, submittals, RFIs, and other pertinent project information post-construction.



The size of road improvements covered approximately 62,000 square yards. All the work for the project followed the Caltrans Standard Specifications, the project specifications, and the special provisions.

HAWK STREET IMPROVEMENTS

Heber, CA

CLIENT

Imperial County Department of
Public Works

CONTACT PERSON

Veronica Atondo, PE, Deputy
Director of Public Works
(442) 265-1818

veronicaatondo@co.imperial.ca.us

SCOPE ELEMENTS

- ✓ Preconstruction Meeting
- ✓ Schedule Mngt. Weekly Meetings
 - ✓ Schedule Management
 - ✓ Cost Control
- ✓ Submittal Management
- ✓ Change Order Management
 - ✓ RFI Management
 - ✓ Quality Control
 - ✓ Daily Inspection
- ✓ Observe Const. Materials & Methods
 - ✓ Permit & Environ. Compliance
- ✓ Progress Payment Management
 - ✓ Monthly Status Report
 - ✓ Project Close-Out

COMPLETION DATE
2019

Nicklaus received a Task Order to provide Resident Engineering and Construction Inspection Services for the Hawk Street Improvements Project under an existing On-Call contract with Imperial County. The General Contractor's (GC) scope of work for the Hawk Street Improvement Project included reconstructing the roadway with 2" of conventional Asphalt Concrete (AC) cap over 1" of AC leveling course, dig-outs, crack sealing, construction signs, paint striping, and signage. The length of the road improvements covered approximately 0.29 miles.

Nicklaus performed pre-construction activities, including coordinating and managing pre-construction meetings with representatives from Imperial County, GC Quality Control Material Testing Consultant, Engineer of Record, and Heber Public Utilities District. Construction services included full-time construction inspection, daily and weekly reporting to Imperial County, and weekly safety and progress meetings with the GC. Nicklaus discovered that the existing roadway section did not match the description in the construction documents, resulting in project quantity underruns and a revised cost analysis. Additionally, as dig-out operations began, Nicklaus discovered the existing roadway section was not as described in the construction documents, leading to project quantity underruns. Nicklaus documented measurements with the GC and used the daily reports to help avoid potential conflicts with the Contractor's payment requests.

Nicklaus identified additional areas with failed subgrade, marked the areas for removal while maintaining the overall quantity underruns, and provided pre-final and final walkthrough services with Imperial County and the GC, noting all punch list items. Nicklaus worked with the GC and Imperial County to close the project post-construction, including reviewing and approving the final pay application, retention pay application, As-BUILTs, closeout documents, and final report.



Nicklaus discovered the existing roadway section was not as described in the construction documents, leading to project quantity underruns.

NILAND PUBLIC SAFETY FACILITY

Niland, CA

CLIENT

Imperial County Department of Public Works

CONTACT PERSON

John Gay, PE
Director of Public Works
(442) 265-1818
johngay@co.imperial.ca.us

SCOPE ELEMENTS

- ✓ Preconstruction Meeting
- ✓ Schedule Mngt. Weekly Meetings
- ✓ Schedule Management
- ✓ Cost Control
- ✓ Submittal Management
- ✓ Change Order Management
- ✓ RFI Management
- ✓ Quality Control
- ✓ Daily Inspection
- ✓ Observe Const. Materials & Methods
- ✓ Permit & Environ. Compliance
- ✓ Progress Payment Management
- ✓ Monthly Status Report
- ✓ Project Close-Out

COMPLETION DATE

2020

The County of Imperial contracted Nicklaus to perform Construction Management and Construction Inspection Services through an On-Call, As-Needed Construction Management Services contract.

The project involved demolishing the existing County of Imperial Fire Station and constructing a new 7,555 sf County Public Safety Facility. The south side of the new public safety facility housed three (3) 24-hour fire station employees and provided an apparatus bay for three (3) fire vehicles. The north side consisted of office space for remote sheriff employees and a 879-square-foot cooling center used by the Niland community during extreme summer heat.

Site improvements included parking, enhancements to the adjacent streets, sidewalks, and masonry walls, as well as the installation of a generator and new utility services. The project also included two-bid alternatives to construct an additional parking area, street improvements, a trash enclosure, landscaped areas, gates, and alley improvements.

Nicklaus performed a pre-construction review of all construction documentation, coordinated with the County of Imperial, prepared an agenda, conducted a pre-construction meeting, and prepared the meeting minutes. Additionally, Nicklaus provided on-site inspections with a full-time on-site construction inspector and construction manager during the construction activities. Activities included daily report writing, pay application review and approval, tracking of RFI's, submittals, materials testing, and change orders, as well as conducting weekly meetings, schedule coordination, quantity tracking, and stakeholder coordination.



The project consisted of the demolition of the existing County of Imperial Fire Station followed by the construction of a new 7,555 sf County Public Safety Facility.

COLE BOULEVARD REHABILITATION

Calexico, CA

CLIENT

City of Calexico

CONTACT PERSON

Lilliana Falomir, MPA,
Public Works Manager
(760) 768-2160

falomirl@calexico.ca.gov

SCOPE ELEMENTS

- ✓ Preconstruction Meeting
- ✓ Contract Approval & Award Assist
- ✓ Schedule Mngt. Weekly Meetings
 - ✓ Schedule Management
 - ✓ Cost Control
- ✓ Submittal Management
- ✓ Change Order Management
 - ✓ RFI Management
 - ✓ Quality Control
 - ✓ Daily Inspection
 - ✓ Materials Testing
- ✓ Observe Const. Materials & Methods
 - ✓ Permit & Environ. Compliance
- ✓ Progress Payment Management
 - ✓ Monthly Status Report
 - ✓ Project Close-Out
- ✓ Federal / State Funded

COMPLETION DATE

2025

Nicklaus was selected to provide Construction Management and Inspection Services for a pavement rehabilitation project in the City of Calexico.

The project involved grinding of existing asphalt concrete pavement and overlaying with ARHM-GG on ARAM over the leveling course.

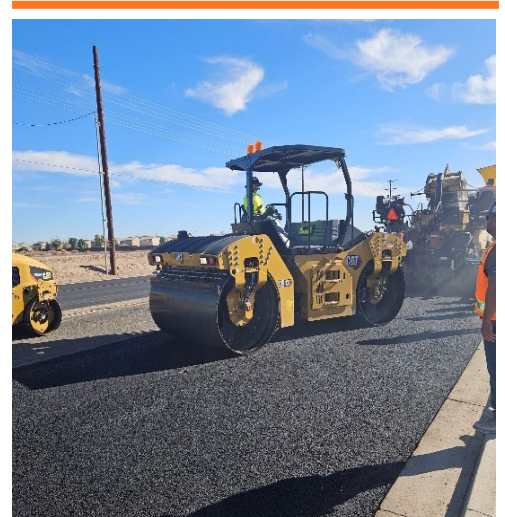
The project also consisted of the removal and replacement of existing concrete handicap ramps, curb and gutter, utility adjustments, and traffic control for Cole Boulevard between Martin Luther King Avenue and Bowker Road.

Nicklaus' On-Site Inspector was responsible for monitoring the contractor's work performance and ensuring compliance with codes and construction documents.

The inspector drafted daily inspection reports and maintained a daily photo catalog of construction activities. The reports and photographs were communicated daily to the Resident Engineer, the General Contractor, and the City of Calexico Representative.

The Resident Engineer prepared notices, agendas, and meeting minutes. The Resident Engineer tracked the construction progress by evaluating and updating the project schedule and weekly reports.

The Resident Engineer also reviewed Contractor pay applications, change orders, RFIs, and submittals, and scheduled materials testing and other required testing for the project per the contract documents.



The project involved grinding of existing asphalt concrete pavement and overlaying with ARHM-GG on ARAM over Leveling Course.

CLIENT

Imperial County Department
of Public Works

CONTACT PERSON

John A. Gay, PE, Director
of Public Works
(442) 265-1818

johnngay@co.imperial.ca.us

SCOPE ELEMENTS

- ✓ Value Engineering
- ✓ Cost Estimates
- ✓ Constructability Review
- ✓ Preconstruction Meeting
- ✓ Schedule Mngt. Weekly Meetings
- ✓ Schedule Management
- ✓ Cost Control
- ✓ Submittal Management
- ✓ Change Order Management
- ✓ RFI Management
- ✓ Quality Control
- ✓ Daily Inspection
- ✓ Observe Const. Materials & Methods
- ✓ Permit & Environ. Compliance
- ✓ Progress Payment Management
- ✓ Monthly Status Report
- ✓ Project Close-Out
- ✓ Federal / State Funded

COMPLETION DATE

2020

CLEAN CLOSURE OF CRUICKSHANK ROAD ILLEGAL DISPOSAL SITE

El Centro, CA and Imperial County, CA

The site was previously impacted with waste, generally composed of broken glass, tile, bricks, concrete, tires, and metallic waste.

Nicklaus was contracted to provide Resident Engineer and Construction Inspection Services for the site remediation. Services included the following:

- Client consultation and facilitation of the pre-construction meeting
- Continuous on-site inspection during construction
- Facilitation of weekly contractor meetings
- Review and approval of payment applications
- Review and logging of change orders, submittals, RFIs, and material testing data
- Labor Compliance
- Coordination of the pre-final and final inspections
- Completion of a project summary report with closeout documents.

Nicklaus played a significant role in pre-construction activities, including reviewing and commenting on the Contractor's submitted Work Plan. During the review, Nicklaus observed that the Contractor's interpretation of the Contract Documents differed from the designer's intent. Our experts in regulatory compliance and environmental remediation helped clarify the differences and guide both the Contractor and Stakeholders to a tangible agreement that aligns with the contract's intention and is acceptable to regulatory agencies.

Nicklaus consulted with the Imperial County Department of Public Works (ICDPW) during their negotiations with the Contractor and, through the Change Order process, assisted the ICDPW in developing a testing program agreeable to the City of El Centro, Imperial County, Local Enforcement Agency (LEA), and the Designer of Record. In addition, Nicklaus worked closely with the LEA to ensure they were on board with the proposed contractor plan and that strict adherence to Imperial County Air Pollution Control District rules was met.



The Cruickshank Road Illegal Disposal Site (CRIDS) is a former illegal disposal area consisting of approximately 9 acres owned by Imperial County and 34 acres owned by the City of El Centro.

9TH STREET PEDESTRIAN IMPROVEMENTS

CLIENT

City of Holtville

CONTACT PERSON

Nick Wells, City Manager
(760) 356-4574
nwells@holtville.ca.gov

SCOPE ELEMENTS

- ✓ Preconstruction Meeting
- ✓ Schedule Mngt. Weekly Meetings
- ✓ Schedule Management
- ✓ Cost Control
- ✓ Submittal Management
- ✓ Change Order Management
- ✓ RFI Management
- ✓ Quality Control
- ✓ Daily Inspection
- ✓ Materials Testing
- ✓ Observe Const. Materials & Methods
- ✓ Permit & Environ. Compliance
- ✓ Progress Payment Management
- ✓ Monthly Status Report
- ✓ Project Close-Out

COMPLETION DATE

2024

Holtville, CA

Nicklaus was awarded the City of Holtville East Ninth Street Improvements contract to provide full-time Resident Engineering and Inspection Services for the construction of a new PCC sidewalk along the North side of 9th Street.

Nicklaus performed pre-construction activities, including coordinating and managing pre-construction meetings with representatives from the City of Holtville.

Construction services included full-time construction inspection, daily and weekly reporting to the City, and weekly safety and progress meetings with the GC.

Nicklaus oversaw the installation of a 6-inch P.C.C. curb and gutter along the new interior sidewalk edge and new asphalt rubber hot mix (ARHM) pavement and checked the native subbase grades, subgrade elevations, and finish grade elevations before the installation of subgrade and finished grade materials to ensure the proper depth of materials was installed.

Nicklaus communicated daily with the City, the Contractor, Geotechnical Consultants, the Labor Standards Compliance Officer, affected utility companies, Imperial Irrigation District representatives, the Caltrans/FHWA representative, and other parties involved in the construction, and also maintained a daily activity log. Additionally, Nicklaus was responsible for processing, monitoring, coordinating, and completing the submittal review process with the Contractor.



Construction services included full-time construction inspection, daily and weekly reporting to the City and weekly safety and progress meetings with the GC.

CLIENT

Imperial County Department of Public Works

CONTACT PERSON

Veronica Atondo, PE, Deputy Director
of Public Works
(442) 265-1818
veronicaatondo@co.imperial.ca.us

SCOPE ELEMENTS

- ✓ Preconstruction Meeting
- ✓ Schedule Mngt. Weekly Meetings
- ✓ Schedule Management
- ✓ Cost Control
- ✓ Submittal Management
- ✓ Change Order Management
- ✓ RFI Management
- ✓ Quality Control
- ✓ Daily Inspection
- ✓ Observe Const. Materials & Methods
- ✓ Permit & Environ. Compliance
- ✓ Progress Payment Management
- ✓ Monthly Status Report
- ✓ Project Close-Out
- ✓ Federal / State Funded

COMPLETION DATE
2024

BOMBAY BEACH TOWNSITE ROADWAY IMPROVEMENTS PROJECT

Imperial County, CA

ICDPW hired Nicklaus to provide Resident Engineering and Construction Inspection services for the Bombay Beach Townsite Roadway Improvement Project.

The General Contractor's (GC) scope of work for the project entailed improving 5.88 miles of asphalt roadways in the Bombay Beach community.

The improvements consisted of an A.C. overlay and an Asphalt Rubber Aggregate Membrane (ARAM) overlay, followed by the installation of a Type 2 slurry seal coat over the open-graded ARAM surface. Additionally, the project included raising utility covers to pavement grade, installing new stormwater swales, and new traffic striping on the newly paved roadways.

Nicklaus was responsible for coordinating and managing pre-construction activities, which included arranging a pre-construction meeting with representatives from Imperial County, the GC, the quality assurance materials testing company, the Engineer of Record, and the labor compliance consultant.

Nicklaus provided full-time construction inspection services during the construction phase, including daily and weekly reporting to Imperial County. Nicklaus also held weekly safety and progress meetings with the GC. Additionally, Nicklaus addressed change orders, quantity discrepancies, contractor questions, and problem resolution, providing Imperial County with valuable expertise.



Paving and slurry seal operations at Bombay Beach Townsite.

BEHAVIORAL HEALTH BUILDING PARKING RENOVATION LOT 5E & ALLEY

El Centro, CA

CLIENT

Imperial County Department of Public
Works

CONTACT PERSON

John Gay, PE
Director of Public Works
(442) 265-1818
johngay@co.imperial.ca.us

SCOPE ELEMENTS

- ✓ Preconstruction Meeting
- ✓ Schedule Mngt. Weekly Meetings
- ✓ Schedule Management
- ✓ Cost Control
- ✓ Submittal Management
- ✓ Change Order Management
- ✓ RFI Management
- ✓ Quality Control
- ✓ Daily Inspection
- ✓ Materials Testing
- ✓ Observe Const. Materials & Methods
- ✓ Permit & Environ. Compliance
- ✓ Progress Payment Management
- ✓ Monthly Status Report
- ✓ Project Close-Out

COMPLETION DATE

2024

The City of Calexico Department of Public Works contracted Nicklaus to design and manage the rehabilitation of three parking lots serving the Enrique Camarena Memorial Library, Community Center, and Police Department in Calexico. The project was initiated in response to the need for improved pavement conditions, enhanced site functionality, and compliance with current standards.

To address these needs, Nicklaus conducted a comprehensive pavement evaluation, which included asphalt coring and laboratory testing to determine the existing conditions and recommend appropriate rehabilitation strategies. A topographic survey was conducted to accurately map existing features and inform the design process.

The site design package included coordination with city staff and stakeholders, preparation of demolition and site plans, grading plans, civil details, and an erosion control plan. All design documents were prepared in accordance with city requirements and delivered in AutoCAD Civil 3D format. The project manual was developed by reviewing city standard documents and supplementing them with project-specific specifications.

Nicklaus Engineering also provided an engineer's takeoff, preparing an opinion of probable cost for the final permit and construction set. The scope excluded off-site improvements, utility design, stormwater retention systems, and traffic control plans, focusing solely on the rehabilitation of the designated parking lots.

Overall, the project provides a cost-effective, long-term solution that enhances parking lot safety, accessibility, and operational efficiency, thereby supporting the City of Calexico's commitment to maintaining high-quality public facilities.



Nicklaus provided on-site inspections and provided a full-time on-site construction inspector and construction manager during the construction activities.

IMPERIAL RUNWAY 14/32 EMERGENCY REPAIRS

Imperial, CA

CLIENT

County of Imperial

CONTACT PERSON

Mr. Gilbert Rebollar,
Deputy CEO of General Services for the
County of Imperial
(760) 604-1135
gilbertrebollar@co.imperial.ca.us

SCOPE ELEMENTS

- ✓ Value Engineering
- ✓ Cost Estimates
- ✓ Constructability Review
- ✓ Bid Process Assistance
- Preconstruction Meeting
- ✓ Contract Approval & Award Assist
- ✓ Schedule Mngt. Weekly Meetings
- ✓ Schedule Management
- ✓ Cost Control
- ✓ Submittal Management
- ✓ Change Order Management
- ✓ RFI Management
- ✓ Quality Control
- ✓ Daily Inspection
- ✓ Materials Testing
- ✓ Observe Const. Materials & Methods
- ✓ Progress Payment Management
- ✓ Project Close-Out

COMPLETION DATE

2025

In response to a letter of investigation from the Federal Aviation Administration referencing apparent violations of 14 CFR Part 139, the Imperial County Airport contracted Nicklaus to assist in the emergency correction of unresolved discrepancies.

The scope of work included the following:

- Pavement Evaluation of Runway 14-32, Taxiway A1 through A7, and Taxiway B7 following ASTM D5340, AC 150/5380, and AC 150/5320.
- Six cores to measure existing asphalt and ABC thicknesses.
- Topographic Survey
- Data collection and review of available records pertinent to areas subject to emergency maintenance.
- Design memo outlining the pavement condition index assessment findings.
- Emergency Maintenance Plans in accordance with AC 150/5380- 6C.
- Engineer's Opinion of Probable Cost
- Bid Assistance
- Resident Project Representative and On-Site Construction Inspection Services.

Maintenance improvements included:

- Approximately 61,000 LF of flexible pavement crack seal and approximately 14,000 LF of partial depth repair on Runway 14-32.
- Pavement marking improvements on Runway 14-32.
- Approximately 13,000 LF of flexible pavement crack seal and approximately 600 LF of partial depth repair on Taxiways A2 through A5.
- Surface treatment of Taxiways A2 through A5, Taxiway B1, and Taxiway B7.
- Pavement marking improvements on Taxiways A2 through A5, Taxiway B1, and Taxiway B7.

During construction, a V-22 Osprey operated within a designated closed and restricted area that was undergoing pavement work. The aircraft became immobilized with the front landing gear trapped in a pavement trench. Nicklaus provided support to the Airport, helping mitigate the impacts of the immobilized aircraft, navigating work around the impacted areas. Nicklaus also supported the Airport with a Contractor Significant Incident Report and developed a cost impact amendment for reimbursement by the government. This project is a clear example of Nicklaus's ability to rapidly mobilize and support a local agency in times of need.



Nicklaus assisted in the emergency correction of unresolved discrepancies for the Imperial County Airport.

EDUCATION

B.S., Civil Engineering
San Diego State University

PROFESSIONAL REGISTRATIONS

Civil Engineering
CA #C79509
AZ #51919

RELEVANT TRAINING

CALTRANS Resident Engineer
Academy

US Army Corps of Engineers-
Construction Quality
Management for Contractors
(CQM)

Radiation Safety Officer Training

Nuclear Gauge Radiation
Safety Training

ACI Field Technician Level 1

ACI Concrete Strength Testing
Technician

PROFESSIONAL AFFILIATIONS

Society of American
Military Engineers (SAME)

American Society of
Civil Engineers (ASCE)

American Society of
Professional Engineers (ASPE)

Arizona Airports Association
(AZAA)

ANTONIO ALVAREZ, PE

Program Manager/Construction Manager

Mr. Alvarez is a former member of the United States Navy with 21 years of experience in civil and geotechnical engineering. His experience spans horizontal A/E design services, including pre-design assessments, feasibility and concept studies, investigations, soils engineering, site design, value engineering, cost estimating, construction management and inspections, record drawings, and post-design reviews. Specialized expertise in civil and geotechnical engineering for infrastructure projects, including new flexible and rigid pavement sections, rehabilitation of existing pavements, and wet utility systems. As a Program Manager/Construction Manager, he is responsible for assigning appropriate staff and resources to each task to ensure that the contract requirements and client expectations are met.

Additionally, he manages the appropriate personnel from contract initiation to closeout, including activities for construction inspections, materials testing, and labor compliance.

RELEVANT EXPERIENCE

CRUICKSHANK ROAD ILLEGAL DISPOSAL SITE CLOSURE (CRIDS) | EL CENTRO, CA

Resident Engineer/Construction Manager: The project included the remediation of impacted waste from CRIDS, including 182,000 tons of non-hazardous waste and 21,000 tons of hazardous waste. Served as the Resident Engineer and helped navigate numerous challenges throughout the project. Aided Imperial County and the City of El Centro in limiting potential exposure issues. Reviewed all documents and submittals and maintained communication between all stakeholders on this project.

BOMBAY BEACH TOWNSITE IMPROVEMENTS | IMPERIAL COUNTY, CA

Resident Engineer/Construction Manager: The project included improving the 5.88 miles of asphalt roadways in the Bombay Beach community. Improvements included asphaltic concrete and Asphalt Rubber Aggregate Membrane (ARAM) overlays and installing a Type 2 slurry seal coat over the open-graded ARAM surface. Additionally, the project included raising utility covers to pavement grade, installing new stormwater swales, and new traffic striping on the newly paved roadways. Served as the Resident Engineer under an existing On-Call Contract with Imperial County. Reviewed all documents and submittals and maintained communication between all stakeholders on this project.

NILAND PUBLIC SAFETY FACILITY | NILAND, CA

Construction Manager: The project consisted of demolishing the existing Imperial County Fire Station and constructing a new 7,555 sf County Public Safety Facility. Served as Construction Manager and conducted the Pre-Construction Meetings and weekly Coordination Meetings, and managed the schedule, submittals, RFIs, progress payments, and change orders. Oversaw the Construction Inspector and reviewed all daily reports and materials testing data.

EDUCATION

*B.S. Structural Engineering
University of California
San Diego*

PROFESSIONAL REGISTRATIONS

*Civil Engineering
QSD/QSP
CA #C91488*

RELEVANT TRAINING

*CALTRANS Resident
Engineer Academy*

PROFESSIONAL AFFILIATIONS

*ASCE American Society of
Civil Engineers*

PHILLIP A RAMIREZ, PE

Construction Manager/Resident Engineer

Mr. Ramirez has worked for various public agencies, spanning more than 10 years of combined experience working on both private and public-funded construction projects. Mr. Ramirez's primary function as a resident engineer is to oversee the day-to-day operations of the civil, geotechnical, and inspection staff. His responsibilities include coordinating between the contractor and the respective design disciplines and stakeholders from the Notice to Proceed through construction to the Notice of Completion.

Mr. Ramirez's experience working on Construction Management projects includes RFI review, submittal review, change order review, quantity takeoff verification, progress payment review, labor compliance coordination, evaluation and documentation of as-builts, observation, weekly progress meetings; contract administration services as required to sufficiently warrant the construction has been accomplished in accordance with the plans, specifications, and codes; project records administration; and discipline(s) coordination.

RELEVANT EXPERIENCE

COLE BLVD IMPROVEMENTS | CALEXICO, CA

The project consisted of rehabilitating roadway and pedestrian facilities along Cole Blvd from M.L King Ave. through Bowker Rd. The project included a cold mill grind and overlay of the AC layer, as well as the removal and replacement of curb and gutter, driveways, and pedestrian facilities. The project also required extensive potholing and coordination with utility companies. Served as Resident Engineer, which included site inspections and documentation during the construction phase to verify compliance with the contract documents.

EL CENTRO SOUTHERN PUMP STATION | EL CENTRO, CA

The project involves installing a new pump station, including approximately 4,700 linear feet of gravity mainline and 2,000 linear feet of force mainline. The project consists of a concrete wet well, vault, two 25-horsepower pumps, and a control building equipped with SCADA and monitoring equipment. Served as Resident Engineer, which includes site inspections and documentation during the construction phase to verify compliance with the contract documents.

SEELEY PUBLIC SAFETY FACILITY | SEELEY, CA

The project involved constructing a 4,735-square-foot County Public Safety Facility, comprising an apparatus bay, fire station, and cooling center. The fire station included offices, living quarters, restrooms, a server room, and space for two fire trucks. Served as Resident Engineer, which included site inspections and documentation during the construction phase to verify compliance with the contract documents. Reviews and processes pay applications and change orders, leads meetings, and coordinates submittals and RFI reviews.

LUIS LOPEZ

Construction Inspector

Mr. Luis López is a seasoned construction professional with over 20 years of experience in industrial, commercial, and residential projects. He has contributed to both design and construction phases, emphasizing user-focused, functional, and context-sensitive design. His design process includes site analysis, schematic development, modeling, and construction documentation. In construction, he has held leadership roles, including Project Manager and Inspector, overseeing workforce management, material procurement, contractor coordination, and quality control.

Mr. Lopez has also worked with the municipal governments, supervising urban infrastructure projects including sewer systems, water networks, public lighting, and park rehabilitation.

RELEVANT EXPERIENCE

SEELEY PUBLIC SAFETY FACILITY | SEELEY, CA

The project involved the development of a single-story, 4,735-square-foot pre-engineered metal structure designated as the Seeley Fire Station. The facility includes an apparatus bay designed to accommodate two fire engines, administrative offices, locker rooms, washrooms, restrooms, residential quarters, a server room, and an 850-square-foot designated cooling center. The site development scope encompassed the construction of a driveway entrance and associated parking areas. Served as the Quality Control Inspector, responsible for conducting on-site inspections to ensure compliance with approved plans, specifications, and applicable codes. Duties included preparing, logging, and reviewing construction documentation, including daily field reports, submittals, change orders, Requests for Information (RFIs), and as-built drawings, throughout both the construction and post-construction phases.

SOUTHERN PUMP STATION | EI CENTRO, CA

This project involved installing a Romtec prefabricated wastewater pump station and constructing gravity-sewer and pressurized (force main) sewer pipelines. The scope also included site excavation, grading, asphalt paving, perimeter fencing, and various ancillary site improvements. Served as the Construction Inspector, responsible for conducting field inspections to verify compliance with approved engineering plans, technical specifications, and regulatory standards. Role included preparation, organization, and management of project documentation throughout all phases, including daily and weekly inspection reports, meeting minutes, submittal logs, change-order tracking, and other records essential to project control and quality assurance.

NILAND MAIN STREET IMPROVEMENTS | NILAND, CA

The roadway improvement project included pavement reconstruction and the installation of curbs, gutters, sidewalks, and driveway entrances. Served as an Alternate Construction Inspector, performing site inspections for compliance with plans and specifications, and managing construction documentation such as reports and compliance records.

EDUCATION

Universidad Autonoma de Baja
California

Universidad Politecnica de Madrid

RELEVANT TRAINING

US Army Corps of Engineers-
Construction Quality Management
for Contractors (CQM)

OSHA 30 HOURS

40 hour EM-385-1-1

PROFESSIONAL AFFILIATIONS

Architects College of Baja
California (Former member)

FRANK LEYVA

Architectural Support

Mr. Leyva has over 14 years of experience in design and construction for a wide range of architectural and engineering projects. With a bachelor's degree in Architecture from the University of Arizona, he has worked as a Construction Superintendent, On-Site Construction Inspector, Facility Assessor, and Architectural Designer for various projects in the desert southwest. His experience includes conceptual planning and design, project management, and coordination for private and public offices, governmental and municipal facilities, community centers, parks and recreational facilities, public safety facilities, and other facilities. He has worked with numerous municipalities and agencies, including Imperial County, the Town of Winterhaven, the City of Yuma, Yuma County, Yuma International Airport, the Town of Quartzsite, the Town of Wellton, the Town of Gila Bend, the City of Somerton, and numerous other local agencies. Mr. Leyva will use his experience to provide architectural support during the project's construction phase. Duties will include administration support by reviewing and coordinating submittals, RFIs, change orders, and payment requests; attending weekly meetings; and compiling close-out documents.

RELEVANT EXPERIENCE:

SEELEY PUBLIC SAFETY FACILITY | SEELEY, CA

The project involved the development of a single-story, 4,735-square-foot pre-engineered metal structure designated as the Seeley Fire Station. The facility includes an apparatus bay designed to accommodate two fire engines, administrative offices, locker rooms, washrooms, restrooms, residential quarters, a server room, and an 850-square-foot designated cooling center. The site development scope encompassed the construction of a driveway entrance and associated parking areas. Served architectural support for the project. Roles included conducting site inspections and documenting progress during the construction phase to verify compliance with the contract documents. Services also included reviewing and processing pay applications and change orders, leading the weekly meetings, and managing submittal and RFI reviews.

NILAND PUBLIC SAFETY FACILITY | NILAND, CA

The project consisted of constructing a new 7,555 sf County Public Safety Facility. Nicklaus performed Construction Management Services, including a pre-construction review of all construction documentation; coordinating with the County of Imperial; preparing an agenda; conducting a pre-construction meeting; and preparing the pre-construction minutes. Additionally, Nicklaus provided a full-time on-site construction inspector and a construction manager during construction activities. Served as an architectural support for the project. Roles included conducting site inspections and documenting construction progress during the construction phase to verify compliance with the contract documents. Mr. Leyva also reviewed and processed pay applications and change orders, led weekly meetings, and managed submittal and RFI reviews.

EDUCATION

BA, Architecture
University of Arizona

RELEVANT TRAINING

USACE Construction Quality
Management (CQM) for Contractors
Certificate

30-Hour OSHA Construction Health
and Safety

EM385-1-1 40 Hour Training

CPR/AED/Basic First Aid Certified

40-Hour HAZWOPER

ECATTS Prime Contractor
Certification

PROFESSIONAL AFFILIATIONS

National Council of Architectural
Registration Boards (NCARB)

EDUCATION

Bachelors of Architecture
Universidad Autonoma de BC
(UABC)

RELEVANT TRAINING

US Army Corps of Engineers-
Construction Quality
Management for Contractors
(CQM)

EM 385-1-1 Certified

OSHA 30- Outreach Training
Program-construction

CPR, Basic First Aid

UP Property Access Training

KARLA BE, CQM

Construction Inspector

Mrs. Be has 7 years of general construction and design experience, including enforcing building codes, conducting quality control and construction inspections, preparing cost estimates and change orders, and designing buildings and sites. Her primary function as a construction inspector is to conduct detailed inspections of general construction, including road and highway improvements, buildings, and facilities under construction or alteration. She records daily activities in construction and assists in making and checking measurements, levels, and layouts. Ms. Be produces daily reports, as-builts, closeout binders, project records, and warranties to be in place at project completion.

RELEVANT EXPERIENCE

NILAND MAIN STREET IMPROVEMENT | NILAND, CA

The project involved rehabilitating and demolishing the existing asphalt pavement and installing a new pavement section, curb and gutter, driveways, and sidewalks along Main Street. Mrs. Be provided site inspections and documented work progress during construction to verify compliance with the contract documents. Generated daily reports, leads weekly meetings, and coordinates submittals and RFI reviews.

9th STREET IMPROVEMENTS | HOLTVILLE, CA

The project involves the addition of a shoulder lane to an existing street, grinding 1.5" of existing asphalt paving, installing a new pavement section, curb and gutter, driveways, and sidewalks. Mrs. Be provided site inspections and documented work progress during construction to verify compliance with the contract documents. Generated daily reports, leads weekly meetings, and coordinates submittals and RFI reviews.

EDUCATION

BS, Environmental Engineering;
San Diego University

RELEVANT TRAINING

OSHA 30-Hour Construction
Safety and Health

EPA CGP Site Inspector

EM 385-1-1 USACE Safety &
Occupational Health

NAVFAC Construction Quality
Management (CQM) for
Contractors

ADRIAN MACIEL

Alternate Construction Inspector

Mr. Maciel has 5 years of experience in both civil and environmental engineering, including project inspections and involvement in project design. He has provided inspection services for various projects for the cities of Holtville, Imperial, and Calipatria, including preparing Engineer Quantity and Cost Estimates, Technical Specifications, and Project Closure Binders. His experience in the environmental field includes preparing and submitting an Aquatic Resource Delineation Report and a Water Quality Monitoring Plan to USACE, and involvement in preparing stormwater pollution prevention plans (SWPPP).

RELEVANT EXPERIENCE

COLE BOULEVARD IMPROVEMENTS PROJECT | CALEXICO, CA

Project included a cold mill grind and overlay of the existing road and replacement of the curb and gutter, sidewalks, and handicap ramps at various locations. Served as the CQM Inspector who oversaw construction activities, generated daily reports, coordinated with contractors and subcontractors on site, calculated quantity sheets, and verified that construction was accomplished in accordance with plans/specs.

HOLTVILLE CONSTRUCTED WETLANDS PROJECT | HOLTVILLE, CA

To improve water quality in the Alamo River, the City of Holtville created artificial wetlands. Project included the removal of debris, transfer of excess native soil, construction of sedimentation basins, filtration berms, and inlet and outlet concrete structures. Performed daily reports, reviewing change orders and submittals, Worked with environmental agencies.

EDUCATION

*Prevailing Wage, Certified
Payroll & Labor Compliance*

*New Laws Affecting Contractors
Changes for 2018*

*New Public Works
Contractor Registration
Law [SB 854] Section 3*

*Davis-Bacon and Related
Acts/Department of Industrial
Relations*

*Prevailing Wage Requirements
for Public Works Projects*

CRYSTAL RANDELL

Labor Compliance Sub-consultant

Ms. Ransdell is the CFO and Senior Labor Standards Compliance Officer for Labor Compliance Consultants of Southern California, a consulting firm offering Labor Standards Compliance Consulting and Contractor Monitoring services to private and public-sector clients in Southern California. Ms. Ransdell has provided labor compliance consulting and contractor monitoring services to clients for various Public Works projects for over 10 years. Ms. Ransdell's skill includes knowledge of Davis Bacon and Related Acts and Wage Guidelines, Department of Industrial Relations prevailing wage requirements, HUD Section 3 Requirements, Implementation, and Monitoring. Her experience includes reviewing certified payroll reports, researching Federal and State wage classifications and determinations, preparing requests for corrections and communicating with contractors, monitoring receipt of labor compliance documentation, and organizing labor compliance documentation for each project and contractor.



RELEVANT EXPERIENCE

CALEXICO FIRE STATION #2 | CALEXICO, CA

Provided DBRA and DIR labor compliance monitoring services to Callexico Fire Station #2. Renovations included work on roofing, plumbing, electrical systems, HVAC, and interior finishes.

EL CENTRO SOUTHERN PUMP STATION | EL CENTRO, CA

Provided DIR labor compliance monitoring services to decommission of the El Centro Southern Pump Station

NILAND SAFETY FACILITY BUILDING | NILAND, CA

Provided DBRA and DIR labor compliance monitoring services for new construction of Niland Public Safety Facility building

EDUCATION

*B.S., Civil Engineering
Universidad Autonoma de
Baja California*

ALEX ROJAS

Geotechnical Materials Testing Sub-consultant

Mr. Rojas has extensive experience as a general contractor and owner's representative providing construction/project management, resident engineering, and field inspection services for land development water and wastewater projects, including pipelines, pump stations, treatment facilities, reservoirs, and roadway construction. Mr. Rojas has constructed projects in the United States and Mexico.



RELEVANT EXPERIENCE

HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS | HEBER, CA

Developed a Funding for the project was \$4.8M for construction-related activities. Improvements include new sidewalks, curb and gutter, ADA pedestrian ramps, cross gutters, adjustment of water valves, striping, signage, and street pavement structure. This is the largest street improvement project for Imperial County.

BOMBAY BEACH TOWNSITE IMPROVEMENTS | BOMBAY BEACH, CA

The project was to improve the Bombay Beach Road System, which consisted of 5.88 miles of asphalt cement paved roadways. As a consultant, Mr. Rojas coordinated the geotechnical and materials testing performed as per specifications.

LEVINE ACT STATEMENT

Levine Act Statement

***PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A
SIGNED LEVINE ACT STATEMENT***

EXHIBIT D

LEVINE ACT STATEMENT

Levine Act Statement

PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$500 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

This statement must be provided for the company and for each consultant who will work with the City.

City of El Centro Council Members as of the date of this RFP are as follows:

Mayor Sonia Carter
Mayor Pro-Tem Marty Ellett
Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP?
_____ YES X NO

If yes, please identify the Council Member: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES X NO

If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

10/3/2025

DATE

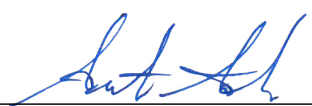

(SIGNATURE OF CONSULTANT)

EXHIBIT D

LEVINE ACT STATEMENT

Levine Act Statement

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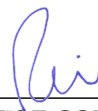
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Claudia Camarena
Michael Crankshaw

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_____ YES X NO
If yes, please identify the Council Member: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES X NO
If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

10/3/2025
DATE



(SIGNATURE OF CONSULTANT)

EXHIBIT D

LEVINE ACT STATEMENT

Levine Act Statement

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Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP?

____ YES ____ ☒ NO

If yes, please identify the Council Member: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? ____ YES ____ ☒ NO

If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

10-6-2025
DATE

Cyril Ransell
(SIGNATURE OF CONSULTANT)

EXHIBIT B

FEE SCHEDULE



2025 STANDARD RATE SCHEDULE

MANAGEMENT

Project Manager	\$ 150.00	hr.
-----------------	-----------	-----

ARCHITECTURAL

Principal Architect	\$ 211.00	hr.
Senior Architect	\$ 170.00	hr.
Project Architect	\$ 128.00	hr.
Senior Architect Designer	\$ 116.00	hr.
Architect Designer	\$ 104.00	hr.
Architect Technician	\$ 82.00	hr.

ENGINEERING

Principal Engineer	\$ 211.00	hr.
Senior Engineer	\$ 170.00	hr.
Project Engineer	\$ 128.00	hr.
Engineering Associate (EIT)	\$ 116.00	hr.
Engineering Designer	\$ 104.00	hr.
Senior Engineering Technician	\$ 110.00	hr.
Engineering Technician	\$ 82.00	hr.
Senior GIS Specialist	\$ 155.00	hr.
GIS Specialist	\$ 100.00	hr.
Senior Field Engineer/Architect	\$ 99.00	hr.
Field Engineer/Architect	\$ 85.00	hr.

ENVIRONMENTAL

Certified Industrial Hygienist	\$ 211.00	hr.
Principal Scientist	\$ 188.00	hr.
Senior Scientist	\$ 144.00	hr.
Project Scientist	\$ 115.00	hr.
Staff Scientist	\$ 100.00	hr.
Principal Geologist	\$ 188.00	hr.
Senior Geologist	\$ 148.00	hr.
Project Geologist	\$ 118.00	hr.
Senior Environmental Professional	\$ 126.00	hr.
Environmental Professional	\$ 99.00	hr.
Senior Environmental Technician	\$ 79.00	hr.
Environmental Technician	\$ 65.00	hr.

GEOTECHNICAL

Lab Manager	\$ 127.00	hr.
Senior Technician	\$ 72.00	hr.
Field Technician	\$ 56.00	hr.

See separate unit rates for geotechnical services

MISC.

Travel Incentive (Per Day)	\$ 80.00	Per/Day
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CONSTRUCTION MANAGEMENT

Senior Estimator	\$ 133.00	hr.
Estimator	\$ 100.00	hr.
Special Inspector	\$ 95.00	hr.

See separate unit rates for construction services

FIELD SURVEY

Senior Surveyor	\$ 170.00	hr.
Project Surveyor	\$ 128.00	hr.
2-Member Survey/Field Crew	\$ 205.00	hr.
3-Member Survey/Field Crew	\$ 285.00	hr.

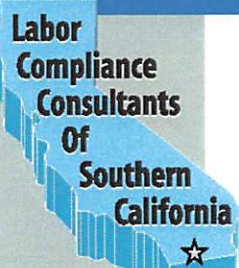
SUPPORT

Administrative	\$ 57.00	hr.
Project Administrator	\$ 75.00	hr.
Technical Writer	\$ 85.00	hr.
Principal Contracts Manager	\$ 176.00	hr.

REPROGRAPHICS

8.5 x 11 (B&W)	\$ 0.25	pg.
8.5 x 11 (Color)	\$ 0.60	pg.
11 x 17 (B&W)	\$ 0.45	pg.
11 x 17 (Color)	\$ 0.80	pg.
22 x 34 (B&W)	\$ 1.75	pg.
22 x 34 (Color)	\$ 8.00	pg.
Electronic Media (CD, DVD)	\$ 14.00	ea.
3-ring Binder 3"	\$ 20.00	ea.

Note: For prevailing wage labor categories, add \$45.00/hr per person



Labor Compliance Consulting Services

HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

Effective January 1, 2025 through December 31, 2025

Labor Standards Services	
Labor Compliance Monitoring Services	\$90.00/hour
Bilingual Interviewer	\$75.00/hour
Reimbursable Expenses	
Vehicle Mileage	\$0.625/mile

Prepared by Crystal Ransdell, October 9, 2025

Crystal Ransdell

Labor Compliance Consultants of Southern California
PO Box 15937, San Diego, CA 92175

SIERRA MATERIAL TESTING & INSPECTION, INC. 2025 FEE SCHEDULE

PROFESSIONAL SERVICES (per hour)

PROJECT ENGINEER	\$130
STAFF ENGINEER	\$115
TECHNICIAN	\$105
TECHNICIAN (Prevailing Wage)	\$115
REGISTER SPECIAL INSPECTOR	\$115
TECHNICAL/ADMINISTRATIVE SUPPORT	\$ 80

Technician and support personnel time for work over eight (8) hours per day will be charged at 1.50 times the regular rates. Holidays and weekends hours (all hours) will be charged 1.50 times the regular rates.

LABORATORY TESTING (unit cost)

CLASSIFICATION AND INDEX TESTS:

Atterberg Limits (ASTM D4318)	\$150
Moisture Content (ASTM D2216)	\$ 25
Percent Passing #200 Sieve (ASTM D1140)	\$ 95
pH (CALTRANS 643)	\$ 35
Resistivity (CALTRANS 643)	\$ 90
Sieve with Hydrometer Analysis (ASTM D422)	\$180
Sieve Analysis without Hydrometer (ASTM D422)	\$115
Soluble Sulfate (ASTM D516)	\$ 95
Soluble Chloride	\$ 60
Specific Gravity (ASTM D854)	\$ 90
Unit Weight/Moisture Content, chunk sample	\$ 60
Unit Weight/Moisture Content, sampler ring	\$ 35

PERMEABILITY:

Permeability of Granular Soil (ASTM D2434)	\$400
Permeability, Flexible Wall (ASTM D5084)	\$500

COMPACTION:

Maximum Density and Optimum Moisture (ASTM D1557)	\$190
Maximum Density/Optimum Moisture with Rock (ASTM D4718)	\$250
Maximum Density Check Point	\$ 55
California Impact Compaction, test only (CAL 216)	\$150

AGGREGATE/SUBGRADE:

Abrasion Test (ASTM C131)	\$200
California Bearing Ratio	\$500
Clay Lumps/Friable Particles (ASTM C142)	\$115
Durability Index (ASTM D3744),	\$180
Lime Stabilized Subgrade Mix Design	\$500

Organic Impurities (ASTM C40)	\$ 60
Percent Fractured Aggregate (ASTM D5821)	\$ 98
R-Value (CALTRANS 301)	\$250
Sand Equivalent (ASTM D2419)	\$ 95
Sieve Analysis, aggregate base (ASTM C136)	
coarse aggregate	\$115
fine aggregate	\$115
Specific Gravity and Absorption:	
fine aggregate (ASTM C128)	\$120
coarse aggregate (ASTM C127)	\$ 95
Sulfate Soundness (ASTM C88) per size	\$165
Cleanliness Value (CAL 227)	\$130

ASPHALT CONCRETE:

Bulk Specific Gravity/Density, core (ASTM D1188)	\$ 95
Hveem Unit Weight (CAL 304), 2 plug average	\$205
Marshall Unit Weight (ASTM D1559), 3 plug average	\$220
Theoretical Maximum Density (ASTM D2041)	\$120
Percent Bitumen and Gradation of extracted Sample	\$230
Ignition Oven Correction Factors	\$700
Stabilometer Value (CAL 304)	\$200
Unit Weight (ASTM D1188)	\$ 55

REINFORCED CONCRETE TESTS:

Compressive Strength, 6x12 or 4x8, per cylinder fabricated	\$ 30
Compressive Strength, per core prepared	\$ 60
Flexural Strength, 6x6x18 beam	\$ 70
Compressive Strength, Shotcrete, 3 core set, Coring of sample will be added at hourly rate	\$210
Compressive Strength, Light Weight Concrete Fill	\$ 30

LABORATORY TESTING

(unit cost)

Pag 2 of 2

Drying Shrinkage, 3 specimens, 28-day\$210

Unit Weight, Light Weight Concrete Fill\$ 40

STRUCTURAL MASONRY

CMU Compressive Strength, per prism

8x16x8, under 400,000 lbs.....\$120

8x16x16, under 400,000 lbs.....\$160

CMU Compressive Strength, single block

larger than 8x8x16.....\$ 75

less than/equal to 8x8x16.....\$ 60

Compressive Strength, cores.....\$ 60

CMU Unit Weight and Absorption, 3 units \$170

Mortar Compressive Strength

2x4, per cylinder fabricated.....\$ 25

Grout Compressive Strength

2x2x2, per cube fabricated.....\$ 25

3x3x6, per cube fabricated.....\$ 25

Brick Compressive Strength, 5 brick set \$240

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant 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. Consultant 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. 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. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant 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.

Umbrella or excess liability insurance. [If required to meet higher limits.]. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile 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 if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. 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 for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant 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 specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives

its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the 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. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance 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.

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 Consultant's insurance shall apply separately to each insured against whom 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. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant 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. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City,

Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's right to revise specifications. 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant'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, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Claims made: The following provisions shall apply if any of the required policies are written on a claims-made basis:

- a. The Retroactive Date of the policy must be shown and must be before the date of the Agreement or the beginning of the contracted work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a Retroactive Date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels

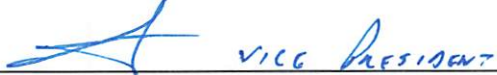
or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

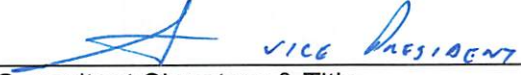
EXHIBIT D
CONSULTANT'S FINANCIAL DISCLOSURE STATEMENT ¹

Consultant will comply with all conflict-of-interest laws and regulations including, without limitations, City's Conflict of Interest Code (on file in the City Clerk's Office) as required by Section 4.10 of this Agreement. It is incumbent upon the Consultant to notify the City pursuant to Sections 7.1 and 7.5 of any staff changes relating to this Agreement. The City Manager has made the following determination and Consultant, by his/her signature, acknowledges said determination. ²

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required of any officers, employees, and/or agents of Consultant. Consultant duties are as follows:

City Manager	 VICE PRESIDENT Consultant Signature & Title
---	--

- B. In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant may make or participate in making a governmental decision, which may have a foreseeable material effect on a financial interest. As a result, the Consultant shall be subject to the Disclosure Category "Consultant" of the City's Conflict of Interest Code.

City Manager	 VICE PRESIDENT Consultant Signature & Title
---	--

-
1. Fair Political Practices Commission Section 18700.3 defines a consultant as follows:
- (a) For purposes of Sections 82019 and 82048, "consultant" means an individual who, pursuant to a contract with a state or local government agency:
 - (1) Makes a governmental decision whether to:
 - (A) Approve a rate, rule, or regulation;
 - (B) Adopt or enforce a law;
 - (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
 - (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
 - (F) Grant agency approval to a plan, design, report, study, or similar item;
 - (G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
 - (2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.
 - 2. Disclosure by Consultants: Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the City's adopted Conflict of Interest Code, subject to the following limitations: The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and closely supervised, and, thus, is not required to comply with the disclosure requirements in the City's adopted Conflict of Interest Code. Such written determination shall include a description of the consultant's duties. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as the City's adopted Conflict of Interest Code.

EXHIBIT E

LEVINE ACT STATEMENT

Levine Act Statement

PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$500 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

This statement must be provided for the company and for each consultant who will work with the City.

City of El Centro Council Members as of the date of this RFP are as follows:

Mayor Sonia Carter
Mayor Pro-Tem Marty Ellett
Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP? _____ YES ____
_____ NO
If yes, please identify the Council Member: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES ____
_____ NO
If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

DATE _____

(SIGNATURE OF CONSULTANT)

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10/3/2025

DATE

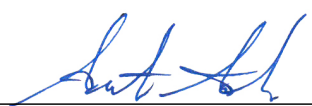

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10/3/2025

DATE



(SIGNATURE OF CONSULTANT)

EXHIBIT D

LEVINE ACT STATEMENT

Levine Act Statement

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____ YES ____ ☒ NO

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10-6-2025
DATE

Cyril Ransell
(SIGNATURE OF CONSULTANT)

EXHIBIT F
REQUEST FOR PROPOSALS (RFP)



CITY OF EL CENTRO
PUBLICWORKS
Serving our community by sustaining and improving life



***REQUEST FOR PROPOSALS
FOR
ON-CALL SERVICES***

- 1. ARCHITECTURAL DESIGN***
- 2. CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES***

Requested By:

**City of El Centro
Department of Public Works
307 W. Brighton Ave.
El Centro, CA 92243
Phone: (760) 336-3152
Abraham Campos, PE
Director of Public Works/ City Engineer
August 2025**

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EXHIBITS

A - Architectural Design. Expanded Scope

B – Sample Proposal Evaluation Form

C – Sample Professional Services Agreement, as appropriate

D- Levine Act. Statement

E- Sample Task Order

*No changes shall be made to consultant agreement by consultant.

II. REQUEST FOR PROPOSAL (“RFP”)

NOTICE IS HEREBY GIVEN THAT the City of El Centro (the “City”) is requesting proposals from qualified consultants to provide Architectural Design, Construction Management, and Inspections (the “Consultant(s)”).

DEADLINE

Consultants are requested to submit five hard copies of their proposal before **04:30 p.m. on September 26, 2025**. Refer to section IX for further information.

Note: late, emailed, or faxed proposals will not be considered.

OBTAINING DOCUMENTS

The Contract Documents are available through Planet Bids, by accessing our website (www.cityofelcentro.org) and selecting “GOVERNMENT > PUBLIC WORKS> BIDS & PROPOSALS> PROCEED TO SITE”.

III. INTRODUCTION AND PURPOSE

INTRODUCTION.

The Department of Public Works – Administration Division of the City of El Centro is seeking professional services from a consulting firm or team (Consultant) for On-Call services for the two (2) disciplines listed below. The City will contract with the primary firm under which subconsultants may operate. The City is requesting services for up the term of the agreement. The term of the agreement shall be for two (2) years, with up to three (3) one (1) year extensions, which extensions shall be at the City’s sole option.

Disciplines:

1. Architectural Design.
2. Construction Management and Inspection Services.

Up to three consultants shall be selected for each discipline. The City reserves the right to increase or decrease the number of consultants awarded a contract under each discipline.

Consultant must submit a separate responsive proposal to each discipline that Consultant wishes to be considered. Each discipline will be judged independently. You are not required to submit a proposal for both disciplines.

PURPOSE. The purpose of this RFP is to:

1. Familiarize prospective consultants with the information necessary to understand the consultant selection process and the required documentation consultant must

- submit.
2. Receive, review and consider proposals from prospective consultants, and select a consultant to provide the desired services for each discipline.
 3. Execute a contract for on-call services in the form of a Professional Services Agreement (PSA) (see RFP Exhibit C – Sample Design Professional Services Agreement), which will include a negotiated rate schedule established at the time of its execution.
 4. Advise prospective consultants that the City is not obligated to issue any contract(s) by issuing this proposal.

The Consultant shall provide the Public Works Department with the ability to obtain assistance quickly during peak workload periods, staffing absences and when expedited/fast track support is needed to satisfy City customers. The most important objective is to maintain a level of high-quality. Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the City.

The City reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date for; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means. Consultants that respond to this RFP shall comply with all applicable laws. There are no M/WBE and/or DBE requirements for this RFP.

The contract will be regulated according to the provisions of all Federal, State and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code, as applicable.

Consultants are advised to consider whether services to be performed include classifications subject to state or federal prevailing wage requirements. Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State prevailing wage information is available through the California Department of Industrial Relations website at <https://www.dir.ca.gov/OPRL/dprewagedetermination.htm>

Labor categories subject to prevailing wage requirements, when employed for any work on this project, are wholly the responsibility of the firm or individual named in any Professional Services Agreement approved by the City. City will not assume any responsibility for Consultant's failure to pay prevailing wages in accordance with State law.

IV. BACKGROUND

The City of El Centro incorporated in 1908 and later became a Charter city. El Centro is the center of one of Southern California's most promising new commercial and industrial regions. There are two international border crossings nearby for commercial and noncommercial vehicles. Covering 11.019 square miles, it is the largest city in Imperial County. El Centro is located 616 miles southwest of San Francisco, 117 miles east of San Diego and 245 miles west of Phoenix, Az. and just 15 minutes from the international industrial complexes in Mexicali, Baja California. El Centro is accessible via Interstate 8, State Highway 86 and State Highway 111. The City population is estimated to be over 45,000 residents; however, population increases during the day as the City is the County seat.

The consultant(s) will work under the direction of the Public Works Director or designee to handle engineering service tasks as they are required. The highest rated consultant(s) will be selected to be on contract for on-call services. Consultant(s) will enter into a master agreement which will specify the billing rates, personnel to be assigned, and other terms. No monthly retainer is anticipated.

Letter proposals will be requested from one or more on-call consultants when engineering service tasks are required. The letter proposals will set forth the scope, fee, personnel, and time of performance for the particular task. The letter proposals will be approved through a task order implementing and attached to the master agreement. Consultant selection for a particular task will be based on qualification as set forth in the Statement of Qualifications. Consultant selection will be at the sole discretion of the City. No consultant is guaranteed work.

V. SCOPE OF SERVICES

Consultants shall submit in their proposal in addition to the main scope the discipline(s) for which they wish to be qualified. The disciplines include, but are not necessarily limited to the following areas of experience and expertise.

Architectural Design

The consultant shall provide professional services as needed for the purpose of improving, development, and enhancement, such as consultation, investigation, reconnaissance, research, planning, design, preparation of plans, specifications, and estimate (PS&E), and responsible construction observation of City owned and leased facilities.

The selected consultant(s) and/or consultant teams shall provide comprehensive architectural and/or engineering services including, but not limited to, repair, modification, and new construction building design, HVAC, plumbing, utilities, site, civil, structural, and geotechnical, for the preparation and support of complete construction drawings, specifications, estimates, contract administration, project inspection, and planning services or studies, as required (building inspection, code compliance review/advice, feasibility studies). The selected consultants(s) shall be familiar with local, state, and federal building

requirements.

Refer to Exhibit A for an expanded scope of work for Architectural Design Services. A copy of the form of Design Services Agreement is attached.

Construction Management and Inspections

The consultant shall provide all services and work required to deliver completed capital improvement construction projects on time and within budget. Services may include, but not limited to: value engineering, cost estimates, constructability review, bid process assistance, contract approval and awards assistance, preconstruction meeting, weekly meetings, schedule management, cost control, submittal, change order and request for information management, quality control, daily inspection, material testing, observe construction materials and methods, inspect batch plant and report on them to the City, permit and environmental compliance, progress payments management, monthly status report, claims management, and project close-out. Consultant must be experienced in federal and state funded projects.

The above list is not intended to be exclusive; other services will likely be sought as the need arises. The statement of qualifications does not need to include a fee proposal for any of these specific tasks; fee proposals for individual tasks would be requested during the course of the on-call contract.

Periodically, the City has the need for assistance with special engineering studies or general staff augmentation. The consultant must be able to assist the City through this contract to provide the necessary services.

The consultant shall utilize its' in-house staff and/or sub-consultants to complete the assignments to meet the City standards. For specialized work for which the prime consultant will require a sub-consultant, the prime consultant will serve as an administrative liaison between the City and the sub-consultant. The prime consultant mark-up for sub-consultants shall not exceed 10%. A copy of the form of Professional Services Agreement is attached.

VI. PROJECT SCHEDULE

The following is a tentative schedule for the project:

Release of RFP	08/29/2025
Proposal Due	09/26/2025
Consultant Interview (if needed)	Week of October 13th.
Contract Award	11/04/2025

VII. DELIVERABLE ITEMS

The Consultant will be required to verify that all information submitted as services rendered is accurate and current. Furthermore, the Consultant will be required to document the source(s) of all compiled information. All information generated as part

of the Consultant's or sub-consultant's work shall become part of City of El Centro record of the project.

VIII. CORRECTIONS

Proposing Consultants are encouraged to amplify the scope of services, to identify any supplemental tasks necessary, and to recommend any alternatives that may enhance the project or reduce costs. Where applicable, consultant is encouraged to describe the anticipated level of effort for each task.

IX. DELIVERY OF PROPOSALS

Proposals must be submitted to 307 W. Brighton Ave., El Centro CA 92243 by at 4:30 pm on September 26, 2025 with subject reading as follows:

Response for City of El Centro On-Call Services RFP
Discipline: *(Enter Discipline to be considered here)*
Attn: Abraham Campos, PE
Public Works Director/City Engineer

On a separate envelope, submit a hard copy Fee Schedule to the same address and by the same date in a sealed envelope marked:

Fee Proposal for City of El Centro On-Call Services
Discipline: *(Enter Discipline to be considered here)*
Attn: Abraham Campos, PE
Public Works Director/City Engineer

Proposals and Fee Proposals received after the stated deadline will not be accepted. Advance submittals are permitted. The City will not be liable for any costs incurred by the Consultant incidental to the preparation of proposals or for developing and carrying out interview presentations.

Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of El Centro and the Consultant selected.

Questions concerning the RFP must be submitted via the Planet Bids portal. All questions must arrive at least ten (10) calendar days prior to the proposal due date to allow time for distributing answers and/or clarifications.

No questions or inquiries may be directed to any individual (s) at the location detailed in this document. All inquiries must be submitted in writing per the process described in this document. Attempts to contact any City employee other than the designated contact for this RFP may result in rejection of a submitted proposal. No questions will be answered after the ten-day period.

X. SELECTION PROCESS

City staff will evaluate the proposals based on effectiveness and efficiency in supporting each of the following items.

1. Overall responsiveness to the RFP
2. Consultant (and project team) qualifications, experience and referenced projects
3. Qualifications, experience and commitment of the project manager and team members. The project manager shall preferably have successfully completed at least three (3) projects of similar nature, complexity, and size during the last 10 years
4. Project understanding, innovative approach and proposed scope of work
5. Ability to deliver the project scope of work within the stated estimated level of effort
6. Project management plan and schedule
7. Ability to sign the City's Standard Professional Services Agreement and provide the City's standard insurance coverages listed therein

Based on this evaluation, the City may choose to invite up to three (3) Consultants from each discipline to participate in an oral presentation/interview session or select the Consultant based on the results from the evaluation of the proposal.

In the event the City chooses to conduct interviews as part of the selection process, the selected Consultants will be asked to bring an interview panel including the project manager and up to three (3) (maximum) key staff members who will be directly involved in providing the services. The Consultants selected for the interview will be allowed thirty (30) minutes to present their Consultant experience and project approach. Following the presentation there will be a thirty (30) minute informal question and answer discussion.

At the conclusion of the evaluation, the City may enter into contract negotiations with the top three ranking Consultants. If negotiations with the top-ranking Consultants are unsuccessful, negotiations will terminate and the City may undertake negotiations with the fourth-ranked Consultant. City staff then will make recommendations to the City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

Furthermore, the City reserves the right to reject any or all proposals, and to waive any and all irregularities to choose the Consultant which, in the City's opinion, best serves the City's interests. The City will not be liable for any costs incurred by the Consultant incidental to the preparation of proposals or for developing and carrying out interview presentations.

All Consultants issued this RFP were previously asked to certify that they would execute a contract with the City of El Centro with no exceptions or additions.

XI. SUBMITTAL REQUIREMENTS

Proposals shall be formatted for 8-1/2" x 11" portrait pages for written materials and 11" x 17" landscape pages for drawings, consisting only of the specified materials requested

below. If interviews are required, presentation boards may be used. Presentation boards shall be 30" x 42", unframed with appropriate scale and identification.

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Do NOT include marketing brochures or other promotional material not connected with this RFP. **Responses must be limited to 30 pages maximum.**

To be responsive, each Proposal must include only the following information in the format indicated. Proposals not organized according to the following format may be rejected.

1. Cover with title and date
2. Cover Letter that documents the proposal offer, lists subconsultants and their roles, location of office where work will be done, is signed by an officer of the Consultant (or by another person with authority to act on behalf of and bind the Consultant), and indicates the contact person for the proposal
3. Table of Contents
4. Executive Summary
5. Approach to satisfying scope of work, which should highlight key issues as well as special processes, tools and lessons learned that will be applied
6. Scope of Work based on the respective discipline above
7. Availability to meet the expected schedule for this work, including current workload and backlog
8. History, general qualifications, employee count by title and discipline, and recent or pending litigation for Consultants and subconsultants
9. Proposer must provide three (3) references for which Proposer has provided similar services performed in California of the nature and scope as set forth in the RFP within the last five (5) years. Include name of business, name of contact person, telephone number of contact person, and description and date of services provided. References for public agency projects are preferred.
10. Qualifications of Project Manager and Key Staff of Consultant and subconsultants, including individual resumes listing required licenses, credentials and relevant experience addressing qualifications requirements specified herein, with relevant experience focused on similar projects completed within the last 10 years. City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the services being considered. The Proposer shall furnish resumes in outline form for the key personnel committed to this account. Proposer shall also include the number and type of additional support personnel who will be providing services. The substitution or addition of individuals shall be allowed only with prior written approval of the City.
- 11.

EXHIBIT A

ARCHITECTURAL DESIGN. EXPANDED SCOPE

1.0 Scope of Work

1.1 General Conditions

All work shall be performed in conformance with the State of California and/or City of El Centro policies, procedures and standards.

Consultant shall carry out the instructions received from the City and shall cooperate with the City and other involved agencies.

The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications and estimates prepared and shall check all such materials accordingly. The plans will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the city do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of Consultant.

The consultant or its Subconsultants shall not incorporate in the design any materials or equipment of single or sole source origin without the written approval of the City.

The plans, specifications, estimates, calculations, and other documents furnished under the Agreement shall be of a quality acceptable to the City. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and dated and having the maker and checker identified. The Consultant shall modify its work as necessary to meet the level of acceptability defined by the criteria above.

The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Agreement. The Quality control plan shall establish a process whereby plans are independently checked, corrected and back checked, and all job related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files.

From time to time, the Consultant may be asked to develop site plans and/or elevations for various projects envisioned by the City. The Consultant will be provided with a general concept or vision by the City and will be expected to use their creativity and experience to develop conceptual plan based on the City's input.

1.2 Design Development Services

Design development (DD) services use the initial design documents from the schematic phase and advances them further. This phase lays out mechanical, electrical, plumbing, structural, and architectural details.

The main task that must be accomplished in design development is preparation of drawings and documents that detail project scope, quality, and design. Specifications and details of selected materials and systems are part of the DD package, with more technical detail provided by Sub-Consultants. The DD products make possible a more refined cost estimate and a better understanding of how different building systems are integrated and how the building is likely to perform.

The drawings and specifications shall specify design elements such as material types and location of windows and doors.

Deliverables:

- *Site plan: Zoning and site development requirements, property lines, elevations, pavement and sidewalks, walls and curbs, landscaping, utilities, typical site details*
- *Floor plans: Rooms, corridors, and other spaces; windows and doors; fire ratings and compartments; expansion joints; reflected ceilings; structural grid; major dimensions*
- *Building elevations: Materials and features, major dimensions and elevations, typical windows and doors*
- *Building sections: Materials, fire ratings and compartments, expansion joints, major dimensions and elevations, outline specifications*
- *Typical wall sections: Partition types, fire-rated assemblies*
- *Integrated sections/plans: Architectural, structural, mechanical, electrical, and plumbing systems depicted on the same drawings to show how they fit together*
- *Schedules: Room finishes, doors, windows, vertical transportation*
- *Structural: Foundation plan, floor framing, roof framing, typical notes and details, outline specifications*
- *Mechanical: Equipment rooms and distribution zones, riser diagrams, equipment rooms, outline specifications*
- *Electrical: Equipment rooms and distribution zones, riser diagrams, equipment schedule, outline specifications*
- *Plumbing: Equipment rooms and distribution zones, riser diagrams, equipment rooms, outline specifications*

- *Outline specifications: Brief description of the project, architectural materials and systems, engineering specifications*
- *Visualization: Models, mockups, material samples, renderings, computer models, animations, sketches, lighting studies*
- *Other material: Code and zoning analysis, floor area summaries, LEED rating summary*
- *Meeting with City staff to present DD deliverables*

1.3 Construction Document Services

The Consultant shall produce drawings with greater detail than the DD drawings. These drawings shall include specifications for construction, details and materials. The construction drawings shall show, in graphic and quantitative form, the extent, configuration, location, relationships, and dimensions of the work to be done. They shall contain site and building plans, elevations, sections, details, diagrams, and schedules.

In addition to drawn information, they may include photographs, other imported graphics, and printed schedules.

The construction specifications shall be finalized for inclusion into the bid package.

The Consultant shall submit 90% complete building plans to the City's Building Department for plan check (no fee). Corrections and comments shall be included in the 100% complete plans and specifications. The Consultant shall receive Building Department approval of the plans and specifications to complete the construction document phase.

Deliverables:

- *The final plans, specifications that include all pertinent information required for a Consultant to price and build the project.*
- *Final Construction Cost Estimate*
- *Meetings with City staff to present both the 90% and 100% plans and specifications.*

1.4 Construction Bidding Phase

Bidding procedures will be the responsibility of the City. While the construction package is being advertised for bids, all questions concerning the intent shall be referred to the City for resolution. In the event that any items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decision and bid addendum by the City, or by a covering change order after the award of the construction contract.

1.5 Construction Support Phase

- (1) All construction support work shall be coordinated with the City.
- (2) Consultant shall furnish, at the Consultant's sole cost and expense, all necessary drawings for corrections and change orders required by errors and omissions of the Consultant. The original tracing(s) of the drawings and contract wording for the change orders shall be submitted to the city for duplication and distribution.
- (3) Consultant will receive written notification of the award of a construction contract. Upon such notification, Consultant will proceed with the services required by the Agreement.
- (4) Consultant is required to attend the pre-construction meeting with the successful construction Consultant upon notification by the City.
- (5) Consultant shall review and approve all submittals and shop plan drawings required supporting the construction contract. Consultant shall complete shop drawings reviews within one (1) week of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.
- (6) Consultant shall be available as requested by the City to resolve discrepancies in the contract documents. Consultant shall bring to the attention of the City any defects or deficiencies in the work by the construction Consultant which the Consultant may observe. Consultant shall have no authority to issue instruction on behalf of the City, or to deputize another to do so.
- (7) The Consultant shall prepare and deliver to the City the final as-built plans incorporating field-marked prints supplied by the City. Upon completion of construction, the City will submit field-marked prints to the Consultant. Consultant shall incorporate all changes to the plans electronically with all necessary revision notations and submit to the City.

1.6 Standard of Performance

All work performed by the Consultant or any Sub-Consultants on this project is to be first class and performed to the highest professional and architectural standards.

1.7 Work To Be Performed or Provided By the City

1. Prepare and execute all utility Agreements
2. Distribute public information
3. Advertise and award construction contracts
4. Prepare and execute Agreements with other agencies or entities
5. Administer construction contract
6. Resolve all construction claims

7. Upon contract award, City will:

Provide copies of record plans as available

Provide standard city boilerplate specifications

Furnish electronic design file with City title block and title sheet (24" x 36")

Process plans for governmental agency approvals having jurisdiction over the project and pay for all plan check fees.

Act as a liaison with the appropriate decision making bodies.

1.8 Compensation

The fees for On-Call services shall be billed on a time and material basis based on the hourly fee schedule of the Consultant.

Other direct costs, intended to be charged to the City, need to be stated. No mark-ups will be allowed for other direct costs.

EXHIBIT B

SAMPLE PROPOSAL EVALUATION FORM

<u>CONSULTANT/FIRM NAME:</u>		
Criteria	Max Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work	25	
Quality of staff for work to be done	15	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	10	
Financial responsibility	10	
Familiarity with local and regional approving agencies	5	
Total	100	

Evaluator

Print Name: _____

Signature: _____

Date: _____

Contract Manager

Initials: _____

Date: _____

EXHIBIT C

SAMPLE DESIGN PROFESSIONAL SERVICES AGREEMENT SAMPLE PROFESSIONAL SERVICES AGREEMENT (non-design)

EXHIBIT D

LEVINE ACT STATEMENT

Levine Act Statement

PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$500 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

This statement must be provided for the company and for each consultant who will work with the City.

City of El Centro Council Members as of the date of this RFP are as follows:

Mayor Sonia Carter
Mayor Pro-Tem Marty Ellett
Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP?
_____ YES _____ NO
If yes, please identify the Council Member: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES _____ NO
If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

DATE

(SIGNATURE OF CONSULTANT)

EXHIBIT E
SAMPLE TASK ORDER

SAMPLE CONSULTANT TASK ORDER #
FOR CITY OF EL CENTRO ON-CALL CONTRACT

PROJECT NAME: On-Call Services CONSULTANT: Engineering Firm
LOCATION: Various in City of El Centro ADDRESS: Somewhere, CA

This task order scope is made by and between the CITY OF EL CENTRO, acting through the Public Works Director, "CITY", and Engineering Firm, Somewhere, CA "CONSULTANT."

WHEREAS, CITY and CONSULTANT have entered into a contract, known as "AGREEMENT FOR ON-CALL CONSULTING SERVICES BETWEEN THE CITY OF EL CENTRO AND _____SERVICES"; which was fully executed on _____ by Resolution No. _____

WHEREAS,

1. CITY has solicited proposals for specific scope of work (Sub-Tasks) to be performed through this Task Order, herein attached as Exhibit A in accordance with section 1.2 of the On-Call agreement.
2. CITY has received a cost proposal for said Task Order herein attached as Exhibit B in compliance with Article III of the On-Call agreement.

NOW THEREFORE, it is mutually agreed to supplement the agreement as follows:

1. The original agreement is extended by a period of 0 yrs as it relates to the scope of this Task Order from today's date in order to complete the work independent of any other extension to the original agreement.
2. CITY and CONSULTANT may mutually elect to further extend this Task Order's time in order to complete its scope of work.
3. In accordance with section 1.4 of the On-Call Agreement, CITY directs CONSULTANT to proceed with said Task Order at the rate established in the cost proposal.
4. Said scope and cost shall be tracked solely under this Task Order and shall be independent of other Task Orders executed under the original on-call contract.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, this Task Order is executed by the City of El Centro, acting by and through the Director of Public Works, pursuant to section 1.2 of the On-Call agreement, authorizing such execution, and by the Consultant.

Dated this _____ day of _____, 20__.

THE CITY OF EL CENTRO

By:

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

Date: _____

I HEREBY CERTIFY I can legally bind _____ and that I have read all of this Task Order,
this _____ day of _____, 20__.

By: _____
Authorized Representative

Title:

Print Name: _____

Date: _____

EXHIBIT G

SAMPLE CONSULTANT TASK ORDER # **FOR CITY OF EL CENTRO ON-CALL CONTRACT**

PROJECT NAME: On-Call Services CONSULTANT: Engineering Firm
LOCATION: Various in City of El Centro ADDRESS: Somewhere, CA

This task order scope is made by and between the CITY OF EL CENTRO, acting through the Public Works Director, "CITY", and Engineering Firm, Somewhere, CA "CONSULTANT."

WHEREAS, CITY and CONSULTANT have entered into a contract, known as "AGREEMENT FOR ON-CALL CONSULTING SERVICES BETWEEN THE CITY OF EL CENTRO AND _____ SERVICES"; which was fully executed on _____ by Resolution No. _____

WHEREAS,

1. CITY has solicited proposals for specific scope of work (Sub-Tasks) to be performed through this Task Order, herein attached as Exhibit A in accordance with section 1.2 of the On-Call agreement.
2. CITY has received a cost proposal for said Task Order herein attached as Exhibit B in compliance with Article III of the On-Call agreement.

NOW THEREFORE, it is mutually agreed to supplement the agreement as follows:

1. The original agreement is extended by a period of 0 yrs as it relates to the scope of this Task Order from today's date in order to complete the work independent of any other extension to the original agreement.
2. CITY and CONSULTANT may mutually elect to further extend this Task Order's time in order to complete its scope of work.
3. In accordance with section 1.4 of the On-Call Agreement, CITY directs CONSULTANT to proceed with said Task Order at the rate established in the cost proposal.
4. Said scope and cost shall be tracked solely under this Task Order and shall be independent of other Task Orders executed under the original on-call contract.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, this Task Order is executed by the City of El Centro, acting by and through the Director of Public Works, pursuant to section 1.2 of the On-Call agreement, authorizing such execution, and by the Consultant.

Dated this _____ day of _____, 20__.

THE CITY OF EL CENTRO

By:

**Abraham Campos P.E., Public Works
Director, City Engineer**

Date: _____

I HEREBY CERTIFY I can legally bind _____ and that I have read all of this Task Order,
this _____ day of _____, 20__.

By: _____
Authorized Representative

Title:

Print Name: _____

Date: _____



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-399)

Item: 16.

Meeting: 12/16/2025 3:30 PM

Department: Public Works

Category: Resolution

Prepared by: Rocio Ruelas , Staff
Assistant

Department Head: Abraham Campos

DOC ID: 2025-399

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE HOLT GROUP, INC. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 25- RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE HOLT GROUP, INC. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.

FISCAL IMPACT:

Contract is not to exceed one million dollars (\$1,000,000.00) through out the term of the agreement. This will be through the approval of various task orders through out the life of the contract.

Award of the contract will not obligate the City to purchase any specific level of effort from any firm as task orders will be issued by the City Manager or Public Works Director to assign work on an as-needed, project-by-project basis. Funding for each project will be budgeted in the Citywide Capital Improvement Program (CIP) budget which is adopted through the annual budget process. If a non-budgeted project arises, staff will return to Council to request funding as needed. Funding sources may include the general fund, enterprise funds as well as other sources such as Measure D, Gas Tax, SB1 and other grants.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

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

The consultant went through a request for proposals and an evaluation process. Any missing documentation, such as a business license, will be obtained before issuance of Notice to Proceed ("NTP")

BACKGROUND:

In late 2020, the City Council awarded a series of contracts to on-call consultants. These contracts in essence, pre-approve consultants for design work, construction management work, special studies, etc. This expedites the award of work and eliminates the need to do RFP's, interviews, etc., for contract which may be small in value, which may discourage firms from submitting due to the cost of preparing for a RFP and interview process.

Generally, these contracts are not utilized for certain grant funds, as grant funds have

added language that may not be included in the on-call contracts and that does not apply for all projects. As such, grant funded projects generally go through contracts outside of the on-call approved contract list.

On-call contracts have been used in the past to do design work funded by park impact fees, general fund, water enterprise, wastewater enterprise, Measure D and SB1 funds. Individual Task Orders are issued for projects that fit within the scope of the on-call contract.

Projects in the past have included the Imperial Avenue Extension design, studies and portions of the Southern Pump Station project, various construction management contracts for Measure D projects and some water and wastewater projects to name a few. Task Orders are funded from approved budget funds.

DISCUSSION:

The current list of On-Call contracts began to expire at the beginning of August 2025. To replace the contracts, Public Works' staff divided the on-call disciplines into two groups. One Request for Proposals (RFP) was prepared for Civil Engineering- General and Civil Engineering- Water and Wastewater Treatment, while another was prepared for the On-Call Architectural Design and Construction Management and Inspection Services.

On August 19, 2025, the City Council, during its regular meeting, approved the Request for Proposals(RFP) for four on-call disciplines. Each RFP was advertised and released as follows:

1. Request for Proposals (RFP) for On-Call Civil Engineering - General and On-Call Civil Engineering- Water and Wastewater Treatment was published in the Imperial Valley Press on August 22, 2025, with an initial deadline of September 19, 2025, and then revised via addendum to October 3, 2025.
2. Request for Proposals (RFP) for On-Call Architectural Design, and Construction Management and Inspection Services was published in the Imperial Valley Press on August 26, 2025, with an initial deadline of September 26, 2025, and then revised to October 10th, 2025.

These are the disciplines where we expect to have the need for these contracts. Each applicant was required to specify the discipline for which they were submitting a proposal.

Under this Council approval request, we are focusing on consultants who submitted for the Construction Management and Inspection Services portion of the RFP. For this discipline, the City received six proposals. The proposals were evaluated by a panel of three city staff members. Based on the scores, five firms were selected and will be recommended for contract award, which includes the following in no particular order:

- Dynamic Engineers, Inc.
- Erickson-Hall Construction, Co.
- Nicklaus Engineering, Inc.
- SchneiderCM
- The Holt Group, Inc.

A separate Council agenda report, agreement and resolution is being prepared for each

firm. Each agreement would be limited to \$250,000 per fiscal year for each fiscal year the agreement is active. However, as each agreement will be for on-call, as-needed services, there is no guarantee on any level of services from any firm. Each contract has an initial Two (2) year life with the option to provide for three (3) individual one (1) year extensions for a possible total five (5) year contract.

In this report, staff seeks approval of an on-call contract for the Construction Management and Inspection Services with The Holt Group, Inc.

CONCLUSION:

Adopt Resolution No. 25- RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE HOLT GROUP, INC. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement- THG

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL
CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH THE HOLT GROUP, INC. FOR ON-CALL CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES

WHEREAS, on-call professional Construction Management and Inspection services agreements are an effective way to retain consultants to ensure that public works projects and programs are delivered in a timely and cost-effective manner; and

WHEREAS, pursuant to City Code Section 2-174, the City of El Centro (“City”) identified a need for on-call, specialized Construction Management and Inspection consulting services and released a Request for Proposal for such services through the City’s Public Works Department; and

WHEREAS, on October 10, 2025, the City received proposals which were ranked and evaluated to determine the most qualified consultants; and

WHEREAS, The Holt Group, Inc. (“Consultant”) was amongst those consultants chosen to enter into an on-call agreement with the City; and

WHEREAS, such services will be awarded on a Task Order basis as the budget allows; and

WHEREAS, it is necessary for the City Council of the City of El Centro, California (the “City Council”) to approve a Professional Services Agreement with Consultant for On-Call Construction Management and Inspection Services (“Agreement”); and

WHEREAS, the City Council finds that its approval of the Agreement 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.
2. That the City Council authorizes the Agreement in a not-to-exceed amount of one million dollars (\$1,000,000) for the total term of the Agreement (for two years, with the possibility of up to three (3) one-year extensions), with the understanding that services will be provided on an as-needed basis and Task Order basis as further set out in the Agreement, with no guarantee of any level of effort from Consultant.
3. That the City Manager is hereby authorized to sign the Agreement on behalf of the City, a copy of which is on file in the Office of the City Clerk.
4. That the Public Works Director is hereby authorized to execute Task Orders up to fifty thousand dollars (\$50,000) each for budgeted projects.

5. That the City Manager is hereby authorized to execute Task Orders for budgeted projects above fifty thousand dollars (\$50,000) and under two-hundred thousand dollars (\$200,000); task orders above that amount shall be approved by the City Council.

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 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 the 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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), is made and effective as of the last signature date in this agreement, between the City of El Centro ("City"), a municipal corporation, and The Holt Group, Inc. ("Consultant"), a corporation. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence upon the issuance of the Notice to Proceed ("NTP") and shall remain and continue in effect until the professional services described herein are completed, but in no event later than two (2) years from the date of approval and may be extended for up to (3) one (1) year extensions by mutual agreement, unless sooner terminated pursuant to the provisions of this Agreement. All days set out in this Agreement are calendar days unless otherwise provided.

II. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (the Tasks to be Performed or Tasks). Consultant shall complete the Tasks according to the schedule of performance which also is set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing. A sample Task Order is attached and incorporated as Exhibit G.

III. PERFORMANCE BY CONSULTANT

- A.** Consultant shall at all times faithfully, competently, and to the best of their ability, experience, and talent, perform all Tasks. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.
- B.** Consultant immediately shall notify the City Representative in writing of any delay in completion of the services. Such notice shall include the reason for such delay and a reasonable estimate of the length of the delay. If the delay materially effects performance of the Services, the City may terminate this Agreement under Section VI (Termination) or VII (Default).
- C.** Force Majeure. If delays in performance of the services are caused by the following unforeseen events or conditions beyond the reasonable control of City or Consultant, the time for performance may be extended by City only for the period of such events: war, changes in law or government regulation, labor disputes or strikes; fires, floods, adverse weather or other natural conditions preventing work; or inability to obtains materials, equipment or labor when the

Consultant provides the City with timely evidence of its inability to obtain personnel.

- D. Consultant may terminate this Agreement without cause upon providing at least 60 days prior written notice to the City of such termination. Within such time period, the Consultant shall complete any work necessary for the orderly termination of its consulting services

IV. CITY REPRESENTATIVE

City's Public Works Director shall represent City in all matters pertaining to the administration of this Agreement, review and approve all products submitted by Consultant, but not including the authority to change the compensation due to Consultant except as provided in this Agreement (the "City Representative")

V. PAYMENT

- A. The City agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One million dollars (\$1,000,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any such authorized additional services in the amounts and in the manner as agreed to by the City and Consultant at the time City's written authorization is given to Consultant for the performance of such services and/or as set for in Exhibit B.
- C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. City shall use reasonable efforts to pay within forty-five (45) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall use its best efforts to give written notice to Consultant within forty-five (45) days of receipt of an invoice of any disputed fees set forth on the invoice.
- D. It is understood and agreed that the City's obligation to proceed under this Agreement is conditioned upon the appropriation of funds. If anticipated funds for payment under this Agreement are not forthcoming or are insufficient, the City shall have the right to terminate this Agreement without penalty upon ten (10) days prior written notice to Consultant. Notwithstanding, the City also may determine a source of additional funds.

VI. CITY'S SUSPENSION OR TERMINATION OF AGREEMENT

- A.** Except as otherwise provided herein below, the City may suspend or terminate this Agreement, or any portion hereof, without cause and for convenience by serving written notice of termination upon the other party at least ten (10) calendar days prior to the date of termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement.
- B.** In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Consultant will submit an invoice to the City as provided above.

VII. DEFAULT

- A.** Either Party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control under Section III C above (force majeure), the provisions of that sub-section shall apply.
- B.** If the City Representative determines the Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of default to cure the default as directed by the City in the notice of default. In the event the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

VIII. OWNERSHIP OF DOCUMENTS

- A.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the City at reasonable times to such books and records; shall give City the right to examine and audit said

books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B.** Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

IX. INDEMNIFICATION AND DEFENSE

- A.** Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence or willful misconduct.

B. Duty to defend

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by Agency, Consultant shall defend the Indemnified Parties at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence or willful misconduct of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence

of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

X. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

XII. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by this reference as though set forth in full.

XIII. LEGAL RESPONSIBILITIES

- a. The Consultant shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.
- b. Licenses. At all times during the term of this Agreement, Consultant shall have in effect all licenses required for the performance of the services described in this Agreement.
- c. City Business License: At all time during the term of this Agreement, Consultant shall have in effect a City business license.
- d. Non-discrimination. Consultant shall not discriminate on the basis of any

protected state or federal class or association with such class in its solicitation, selection, hiring or treatment of its employees, vendors or suppliers. Consultant understands that violation of this requirement shall be a material breach of this Agreement and may result in its termination, debarment or other sanctions. This requirement shall be placed in all agreements between the Consultant and its employees, vendors and suppliers.

- e. Drug-free Workplace. Consultant agrees to insure a drug free workplace. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form as provided by the City. The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of the prohibition. The Consultant also shall establish a drug-free awareness program to inform employees about all of the following: the dangers of drug abuse in the workplace; the policy of maintaining a drug free workplace; available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations. In addition, the Consultant shall post the drug free policy in a prominent place.
- f. No Use of City logo or Product Endorsement. The Consultant agrees that any advertisement or notification identifying or referring to the City as a client of the Consultant requires the prior written approval of the City. No City logo or other identifying mark may be used without the prior written approval of the City.

XIV. CONFLICTS OF INTEREST XX

- a. Undue Influence. Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.
- b. No Benefit to City Employees. During their tenure and for one year thereafter, no officer or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the services under this Agreement shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

- c. Consultant covenants that neither Consultant nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subconsultant. To the extent applicable, Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.
- d. Form 700. Consultant is subject to all applicable federal, state and local conflict of interest laws, regulations and policies applicable to its contract with the City and procurement practices related to such contract, including but not limited to the those under the Political Reform Act and its regulations or California Government Code Section 1090 et seq. Consultant may be required to complete Form 700's or similar forms as determined under Exhibit D, attached and incorporated.
- e. Levine Act Compliance. The Consultant shall complete and comply with the provisions of Exhibit E, attached and incorporated, regarding compliance with the Levine Act.

XV. RELEASE OF INFORMATION

- a. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without prior written authorization from the City Attorney or designee, or unless requested by the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- b. Consultant promptly shall notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena

from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to Discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service; (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery; or (iii) United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY: City of El Centro
 1275 Main St.
 El Centro, CA 92243
 Attention: City Clerk

TO CONSULTANT: The Holt Group, Inc.
 1601 N. Imperial Ave.
 El Centro, California
 Attention: James Holt, P.E. President

XVII. ASSIGNMENT

- a. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Due to the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- b. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision identical to the one provided herein identifying City as an indemnified party, or an incorporation

of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.

- c. The Holt Group, Inc. may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of James G. Holt from Consultant's employ. Should James G. Holt leave Consultant's employ, the City shall have the option to immediately terminate this Agreement. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

XVIII. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

XIX. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, negotiations, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

- a. No waiver or failure of either Party to insist upon the strict performance by the other shall be a continuing waiver of any breach of this Agreement, nor shall such waiver affect or alter this Agreement, and each provision hereof shall continue in full force and effect. No change to any term or condition of this Agreement, nor any verbal understanding of the Parties shall be valid unless in writing as set forth in this Agreement.
- b. Nothing contained this Agreement shall be considered a limit upon the charter city powers of the City.
- c. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in its drafting.

- d. In any conflict between the body of this Agreement and the Exhibits, the body of this Agreement shall control. If a conflict exists between any applicable law, rule, or regulation, that law, rule or regulation shall control. The most stringent requirements shall control. Each Party shall notify the other immediately upon identification of any apparently conflict or inconsistency.

XX. SEVERABILITY

Any part, provision, or representation of this Agreement or any of its exhibits, including, which is held to be invalid, void or unenforceable by a court of competent jurisdiction, shall be limited to that part, provision or representation and all other parts, provisions, or representations herein shall remain in full force and effect.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal submitted by the Consultant, attached and incorporated as Exhibit A. In the event of conflict, the requirements of City's Request for Proposal and this Agreement shall take precedence over those contained in the Consultant's proposal. The incorporation of the Consultant's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of the Consultant and have the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

The Holt Group, Inc. By:

(Signature)



James G. Holt

(Typed Name)

Secretary/CFO

(Title)

City of El Centro
A Municipal Corporation

Robert Sawyer,
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
City Attorney

By: _____

- | | | |
|--------------|-----------|---|
| Attachments: | Exhibit A | Consultant's Proposal |
| | Exhibit B | Fee Schedule |
| | Exhibit C | Insurance Requirements |
| | Exhibit D | Conflict Financial Disclosure Statement |
| | Exhibit E | Levine Act Certification |
| | Exhibit F | City RFP |
| | Exhibit G | Sample Task Order |

EXHIBIT A
CONSULTANT'S PROPOSAL



CITY OF EL CENTRO

REQUEST FOR PROPOSALS FOR ON-CALL

CONSTRUCTION MANAGEMENT AND INSPECTION

SERVICES

October 10, 2025

Submitted by:



Requested By:

City of El Centro
Department of Public Works
307 W. Brighton Avenue
El Centro, CA 92243
Phone: (760) 336-3152
Abraham Campos, P.E.
Director of Public Works/City Engineer

Engineering ■ Planning ■ Surveying

October 10, 2025

Mr. Abraham Campos, P.E.
Director of Public Works/City Engineer
City of El Centro
Department of Public Works
307 W. Brighton Avenue
El Centro, California 92243

**RE: CITY OF EL CENTRO REQUEST FOR PROPOSALS FOR ON-CALL CONSTRUCTION MANAGEMENT AND
INSPECTION SERVICES - THG PROPOSAL NO. 2025-069**

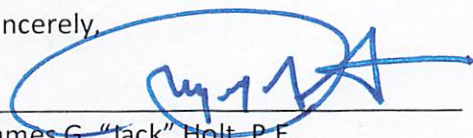
Dear Mr. Campos,

The Holt Group is pleased to present this Proposal for On-Call Construction Management and Inspection Services to the City of El Centro. The Holt Group has over forty-one years of experience in providing Construction Management and Inspection Services to municipalities, districts, governmental agencies and private entities. We are confident that with our well-qualified staff and local experience, we possess the ability to provide superior Construction Management and Inspection Services for projects within the City of El Centro. Our experienced staff is readily available from our El Centro office to ensure projects run smoothly and our clients are satisfied. We look forward to the opportunity to discuss how we can best serve the City of El Centro with On-Call Construction Management and Inspection Services as requested within the contents of the Request for Proposal (RFP). Thank you for the opportunity to submit this proposal. Contact me if questions arise.

The Primary Contact for this Proposal is:

Mr. James G. "Jack" Holt, P.E.
Principal Engineer and Secretary/CFO
The Holt Group, Inc.
1601 N. Imperial Avenue
El Centro, CA 92243
Phone: (760)337-3883
Fax: (760)337-5997
Email: jack@theholtgroup.net

Sincerely,



James G. "Jack" Holt, P.E.
Secretary/CFO – Principal Engineer
The Holt Group, Inc.

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1. EXECUTIVE SUMMARY

Founded in 1984, The Holt Group, Inc. is a full service consulting firm offering Design Engineering, Construction Management and Inspection, Resident Engineering, Plan Checking, Surveying, Engineering Report and Study Services, Planning, Environmental Assessments, Grant Administration, Grant Writing, Engineering Administrative Support Services and related Professional Services to both Private and Public Sector Clients throughout Southern California and Western Arizona. Our main office is located in El Centro, California, with satellite office locations in Blythe, California and Palm Desert, California. If selected, all of the Services provided to the City of El Centro will be provided from **our principal office located at 1601 N. Imperial Avenue in El Centro, California.**

The Holt Group El Centro office is staffed with Professionals who specialize in providing contract Engineering and Planning Services to local Imperial and Riverside County Municipalities. We have maintained office locations in the County of Imperial, City of Blythe and Coachella Valley for the last forty-one years during which we have had the opportunity to perform services for the County of Imperial, Seeley County Water District, Niland County Sanitary District, Heber Public Utility District, Palo Verde Water District, Imperial Irrigation District, and the Cities of Blythe, Brawley, Calexico, Calipatria, El Centro, Imperial, Holtville and Westmorland. The Holt Group, Inc. currently serves as the consulting City/District Engineer for the Cities of Holtville, Calipatria, and the Heber Public Utility District and provide on-call, as needed Engineering, Planning, and Plan Checking Services to the County of Imperial and Cities of El Centro, Imperial and Calexico. We also serve as the consulting City Planning, Grant Writing and Administration, and Environmental Staff for the Cities of Holtville and Calipatria, and the Heber Public Utility District.

Due to our extensive amount of local participation and experience, we are intimately familiar with the local Engineering and Planning standards, regulations, and guidelines as well as local seismic, geotechnical, groundwater and extreme temperature conditions which significantly impact Engineering Projects in Imperial County. Over the years, The Holt Group has developed Engineering Standards, Details and Specifications and Long-Range Planning Documents for many of our Municipal Clients which address the conditions unique to Imperial County. Our firm also has extensive experience working with a variety of agencies including the California Department of Housing and Community Development (HCD), Community Development Block Grant (CDBG), Economic Development Agency (EDA), North American Development Bank (NADB), United States Department of Agriculture (USDA), Environmental Protection Agency (EPA) and Regional Water Quality Control Board (RWQCB).

We understand that the City of El Centro is seeking experienced Professional Engineering Firm(s) to provide As-Needed, On-Call Construction Management and Inspection Services for various City of El Centro projects. The selected firm(s) will be available on an “on-call” basis to assist the City with Construction Management and Inspection Services.

The Holt Group takes both professional and personal interest in the development of communities within Imperial County. Although many consulting firms possess the technical knowledge and ability to serve the City of El Centro, we believe that the commitment of local engineers and planners participating in local projects coupled with the knowledge of local conditions and local agency requirements results in superior engineering projects. Our El Centro office has a staff of 23 Engineering, Planning, Surveying, Construction Management and Administrative Specialists who can handle multiple projects for the City of El Centro simultaneously. All our Staff members performing services for the City of El Centro will be staffed out of our El Centro office and therefore will be available 7 days a week, 24 hours a day to provide services if required on an emergency basis. We are highly sensitive to the needs of our Municipal Clients and consistently strive to complete projects on time and within budget. Thank you for the opportunity to submit this Proposal and we look forward to further discussing our capabilities in assisting the City of El Centro with Construction Management and Inspection Services.

2. APPROACH TO SATISFYING SCOPE OF WORK AND SCOPE OF SERVICES

The Holt Group, Inc. approach to managing construction projects is to be as thorough and accurate as possible. The Holt Group's Engineering Staff will be present at the project site on a full time basis to ensure that project improvements are constructed in accordance with the project plans and specifications. The Holt Group's Engineering Staff will monitor every aspect of the construction activities and will work diligently to ensure that the project remains on schedule. The Holt Group's Engineering Staff will maintain daily contact with the City of El Centro Staff and keep the staff abreast of ongoing activities related to the project. The Holt Group's Engineering Staff will prepare daily construction activity reports and forward the reports to the City of El Centro Staff on a daily basis. The Holt Group's Engineering Staff will collect weight slips and complete measurements as required to quantify the materials placed at the project site each day. A spreadsheet shall be prepared and updated each day to document the materials placed at the project site. For unit price projects, the project cost will be updated each day. The Holt Group's Engineering Staff will prepare weekly reports which will provide an overall summary of construction activities on a weekly basis. The Holt Group's Engineering Staff will also coordinate and administrate weekly or bi-weekly construction progress meetings with the City of El Centro and the Contractor to review ongoing construction activities. If issues of great significance occur, the Holt Group's Engineering Staff will immediately contact the City of El Centro to review these issues and work diligently to arrive at an acceptable resolution. If selected, The Holt Group, Inc. will keep the City of El Centro apprised of the project status at all times.

The Resident Engineering and Construction Inspection Services for these projects shall be accomplished in accordance with the Improvement Plans, Specifications and Contract Documents. If applicable, Engineer's daily inspection reports, project files, construction records and procedures, safety provisions, labor compliance, equal opportunity employment requirements, disadvantaged business enterprise requirements, contract change orders, material sampling and testing, traffic safety, response to Request for Information (RFI) forms and similar items shall be accomplished in accordance with provisions of the Local Assistance Procedures Manual (LAPM) and applicable LAPM forms.

The Holt Group's Engineering Staff will monitor traffic control activities to minimize the impact to the general public and to ensure that the traffic control measures provide adequate safety to all parties.

Following is a list of services that will be provided to the City of El Centro in accordance with the Construction Management and Inspection Services Request for Proposals (RFP) and The Holt Group, Inc. Construction Management and Inspection practices.

- **Coordination and Meetings (Approach to Communication)**
 - Pre-Construction Conference - Coordinate and administrate the Pre-Construction Conference. Prepare the Pre-Construction Conference Agenda and Memorandum. Distribute the Agenda, Memorandum and Attendance List to all associated parties.
 - Coordination with the General Public and Public Safety Agencies - Notify the general public and public safety agencies of the project, the upcoming construction activities, roadway closures and proposed alternative driving routes. Meetings with public safety agencies and local school Administrative Staff may be required. If water pipeline improvements require water outages, assist in contacting and informing water users of the water outage schedule.
 - Bi-Weekly Progress Meetings - Coordinate and administrate Weekly or Bi-Weekly Progress Meetings. Progress Meeting Agendas and Memorandums will be prepared and distributed to all associated parties.
 - Coordination with City of El Centro Staff – The Holt Group will maintain contact with the City of El Centro Staff and apprise the staff of any major project developments on an immediate basis.
- **Resident Engineering and Construction Inspection Services**
 - Submittal Review - Complete the review of project submittals. Coordinate with the City of El Centro for final acceptance or rejection of project submittals.
 - Resident Engineering and Construction Inspection Services
 - Provide Full Time Resident Engineering and Construction Inspection Services by a registered civil engineer. Include all necessary grade verification.
 - Prepare Daily Construction Inspection Reports and distribute to all pertinent parties.
 - Monitor Safety Conditions at the Project Site.
 - Monitor Traffic Control Activities at the Project Site.
 - Monitor and resolve project conflicts.
 - Notify Public Safety Agencies, Local Businesses, Residents, Schools and other applicable agencies of Traffic Impacts or water outages prior to commencement of project construction.
 - Collect and review all material slips delivered to the project site. Monitor and track all project material quantities.
 - Prepare Weekly Summary Report highlighting the Project Progress and Schedule, Potential Issues and similar items.
 - Develop and maintain a construction schedule illustrating all milestones. This schedule will be presented to the City of El Centro project manager on a monthly basis.

- Review project Progress Payment Applications and Change Order Requests. Coordinate with the City of El Centro with regard to final approval of all Payment Applications and Change Order Requests.
 - Review and prepare responses to RFI Submittals. Coordinate with the City of El Centro prior to the issuance of responses to RFI's.
 - Coordinate with Geotechnical Acceptance Testing and Quality Assurance Testing Consultants including reviewing project documentation and Material Testing Consultant payment applications.
 - Coordinate with Utility Purveyors as required.
 - Verify that all erosion control is established and maintained throughout the duration of the project. Verify contractor compliance with SWPPP and updating SMARTS system.
 - Assist with the completion of Project Close Out activities and documentation. Includes pre-final and final walkthroughs and punch list preparation, Project Summary Report preparation and preparation and recording of project Notice of Completion.
 - Prepare project As Built Plans.
 - Provide Labor Standards Compliance Services (including on site interviews, documentation review, LAPM Labor Compliance Documentation preparation and the preparation of the end of month report).
 - Monitor the completion of Quality Assurance Program Services generally completed by a separate City of El Centro acquired consultant.
 - Completion of all required LAPM Construction Management Documentation if applicable.
 - All other Construction Management and Inspection Services items listed in the City of El Centro Request for Proposals (RFP) and section 5.5 of this proposal.
- **Project Deliverables**
 - Weekly or Bi-Weekly Meeting Agenda's and Memoranda.
 - Daily Construction Inspection Reports (distributed at the conclusion of each work day).
 - Weekly Summary Reports including all weekly project data obtained (to be forwarded to the City Project Administrator, Contractor, and all other pertinent parties).
 - End of Month Labor Compliance Report (to be submitted at the conclusion of each calendar month).
 - Notebooks and electronic copies of all prepared and obtained project documentation.
 - As Built Plans.

3. AVAILABILITY TO MEET EXPECTED WORK SCHEDULE

While timelines vary from project to project based on the project scope and complexity, the Holt Group will complete all construction management and inspection services promptly to ensure the project schedule is maintained. Commencement of work will occur within three (3) working days from the notice to proceed issued by the City except that emergency work will commence immediately after being requested by the El Centro City Staff.

4. CURRENT HOLT GROUP CONSTRUCTION MANAGEMENT PROJECT WORKLOAD

Following is a list of projects The Holt Group, Inc. is currently providing Construction Management and Inspection Services:

CLIENT	PROJECT NAME
City of Calipatria	Eastside Storm Drainage Improvement Project
City of Calipatria	Delta Street Sewer Pump Station Improvements Project
City of Brawley	East Brawley Street Maintenance Improvement Project – Phase I
City of El Centro	Jacaranda Off-Site Improvements Project
City of Imperial	Manhole and Lift Station Rehabilitation and New Manhole Installation Project
County of Imperial	Niland Wastewater Treatment Plant and Sewer Collection System Improvements Project
County of Imperial	New River Scour Along Kalin Road Bridge
County of Imperial	Heberwood Estates Subdivision 5B and 5C
County of Imperial	Road Rehabilitation Project for Various County Roads at Gateway of the Americas
Imperial Irrigation District	Orient Lateral Intertie to Plum-Oasis Interceptor Project
Heber Public Utility Project	Water Pipeline from the Water Treatment Plant to Heffernan Avenue

5. QUALIFICATIONS OF FIRM

The Holt Group, Inc. is an Engineering and Planning Firm offering a full range of services to public sector and private clients. The Holt Group completes a full range of Civil Engineering Services including, Surveying, Preliminary Engineering Services, Design Services, Bidding Services, Construction Management and Inspection Services, Plan and Map Checking Services and Miscellaneous Engineering Services. The Holt Group Planning Department often assists with Engineering related projects contributing Environmental Assessment. The Planning Staff also assists with preparing grant applications for large scale projects and assisting with complying with funding agency requirements during the project construction phase.

The Holt Group staff is capable of completing a large number of diverse and complex projects. A description of the Civil Engineering Services provided by the Holt Group follows.

5.1 SURVEYING

Obtaining surveying information and preparing base survey documents is required at the commencement of preliminary engineering and design projects. The completion of initial survey work is required prior to the commencement of construction activities. The Holt Group is capable of completing a full range of surveying services. The Holt Group is capable of providing the following list of surveying services:

- Right of Way research and acquisition.
- Easement research and acquisition.
- Preparation of Legal Descriptions and Plats for various projects.
- Boundary surveys and maps.
- Topographic Surveys including obtain all horizontal and vertical information for the preparation of improvement plans. Vertical information includes spot elevations and contours.
- Completing level loops and shots to obtain vertical information for preliminary engineering and design projects.
- Tentative Maps.
- Parcel Maps.
- Tract Maps.
- Records of Survey.
- Lot Line Adjustments.
- Parcel Mergers.
- Annexation Maps.
- ALTA Surveys.
- Construction Surveying and Staking

5.2 PRELIMINARY ENGINEERING, REPORTS AND STUDIES

Preliminary Engineering includes preparation of Reports, Conceptual Plans, Special Studies and preliminary cost estimates. Engineering Projects generally commence with a Study followed by a Design Phase, Bidding Phase and Construction Phase. The Holt Group has completed a wide variety of Preliminary Engineering Reports and Studies from a six page report for specific street section improvements to Comprehensive Grant Agency Required Wastewater and Water Treatment Plant Preliminary Engineering Reports. Engineering Reports prepared for infrastructure projects should clearly define the scope of work, costs and offer an accurate schedule for the completion of the project design, bidding and construction phases. The Holt Group has prepared numerous reports over the past 41 years. A listing of the different types of reports prepared by the Holt Group follows:

- Hydrology Studies
- Storm Water Pollution Prevention Plans (SWPPP's). The Holt Group possesses four (4) California Certified Qualified SWPPP Developers and Practitioners (QSP's and QSD's) to assist with the completion and implementation of SWPPP's.
- Initial Assessment Reports
- Water Distribution System Studies
- Sanitary Sewer Collection System Studies
- Master Plan of Water Reports
- Master Plan of Sewer Reports
- Comprehensive Municipal Street Reports
- Preliminary Engineering Report (PER) meeting USDA, SRF and NadBank requirements for Water Treatment Plant
- Preliminary Engineering Report (PER) meeting USDA, SRF and NadBank requirements for Sanitary Sewer Plant
- Response Plans
- Updated Operations Plans for Water Treatment Plants
- NPDES Permit Renewal for Wastewater Treatment Plants
- Preliminary Design Reports
- Sanitary Sewer Management Plans
- Conceptual Plans

The draft preliminary engineering studies and reports are reviewed and approved by the Clients prior to finalizing the studies and reports.

5.3 DESIGN SERVICES

Design services include the preparation of all, or a portion of the documents necessary for the construction of a project. Clients often request only a portion of the documents be provided such as the Plans, Special Conditions, Technical Conditions, Bid Forms and Cost Estimates with the Clients preparing the other sections of the project manual. Other Clients request the entire set of project design documents be prepared. The Holt Group is amenable to preparing all or a portion of the design documents as requested by the client. A full scope of design services follow:

- Review survey information and complete the first draft project site plans. Illustrate the project boundary on the draft site plan. For infrastructure to be constructed in streets or alleys illustrate the right of way lines or easements on the plans.
- Prepare a Sheet Count listing the plan sheets to comprise a project.
- Prepare a Title Sheet. The Title Sheet includes the list of drawing sheets comprising the plans, project description, vicinity map, abbreviation list, project title and can include General Notes, City Staff and City Council. The project benchmark may be listed on the Title Sheet.
- Prepare a Sheet Index Sheet for projects which contain multiple plan sheets over a wide area. Sheet Index Sheets are included for projects such as street or pipeline projects that include many street sections or pipelines which extend for long distances.
- Prepare an existing site plan sheet or existing site/demolition plan sheet, if applicable. Illustrate all existing above grade items on the plan sheet and “callout” all existing above grade items. Indicate which items are to remain and which items are subject to demolition. Illustrate all known below grade items on the plan sheet. Illustrate the site boundary and vertical information on the plan sheet such as spot elevations or contours.
- Research available records. Illustrate Easements on the plan sheets and call out the Easement Grantor and Grantee. Illustrate the easement dimensions and the purpose of the easement.
- Contact Utility Companies. Obtain Utility Maps. Conduct a site field review. Illustrate all known utilities on the improvement plans. Forward the plans to the utility companies and request the utility companies review the plans and offer any comments, especially with regard to utility conflicts.
- Research all recorded survey maps. Illustrate existing survey monuments on the plan sheets. If survey monuments will be destroyed during construction then require that the survey monuments be removed and replaced per current California Survey Laws.
- Prepare new improvement plans. Illustrate all critical elevations and slopes on the grading plans. Water, Sewer and Stormwater Plans will be prepared on plan and profile sheets. Improvement plans shall illustrate design grades and contours. Existing elevations shall be illustrated with brackets. Illustrate all new items proposed to be constructed and existing items to remain on the new improvement plan sheet(s). Illustrate the project benchmark information on the new improvement plans.

- Prepare detail sheets and section sheets as required. “Blowup” plans illustrating an enlarged portion of the new improvement plan sheets shall be located with the detail and section sheets.
- Include Erosion Control Plans, if applicable.
- Include Traffic Control Plans, if applicable.
- Forward the plans to the City of El Centro Public Works Department for plan check. The plans shall be modified according to the redlined plan check comments. Complete iterative plan check reviews and revisions until the plans are completed and accepted by the City of El Centro. It is anticipated there will be a 30 percent, 90 percent and 100 percent sets of plans prepared, reviewed and revised prior to plan finalization.
- Prepare an Engineers Opinion of Probable Quantity and Cost. Forward the documents to the City of El Centro for review. The Quantity and Cost Estimates will be used to prepare the Bid Form.
- Prepare the Specifications as required by the Client. A limited set of specifications would include the Special Conditions and Technical Conditions. It would also include the preparation of the bid form. A full service set of specifications would include the bid advertisement, instruction for bidders, proposal forms, contract documents, general conditions, special conditions and technical conditions. Grant Agencies may require Construction Specifications Institute (CSI) formatted Technical Specifications and Engineers Joint Contract Document Committee (EJCDC) Contract Documents. It should be noted EJCDC Contract Documents include everything but the Technical and Special Condition Sections of the Specifications. Funding Agencies for Water and Wastewater Projects generally require CSI and EJCDC specifications and contract documents. The Holt Group has prepared numerous projects using the CSI and EJCDC specifications and contract documents and will prepare the specifications and contract documents using these documents as required.
- Conduct design review meetings during the course of the design. The number of design review meetings will depend on the size and complexity of a given project.
- A geotechnical report will be required during the design phase of most projects. If the project involves deep excavations it is recommended piezometers are installed during the design to accurately determine the water table depth. The Holt Group will provide the Geotechnical Report, if required by the task order agreement; or the Client can provide the Geotechnical Report as determined by the Client.
- Construction Support Services can be offered in addition to the Design Fee or as a separate item to provide specific design related services during the construction period. Design Support Services are generally requested when another firm (other than the Holt Group) is completing the Construction Management and Inspection for a project that the Holt Group had completed the Design. Construction Support Services generally include attendance of the Pre-Construction Conference, Review of Submittals, Responding to RFI’s during the construction period, attending Construction Meetings and participating in the final project review at the conclusion of the project and preparing the as-built plans.

5.4 BIDDING SERVICES

The Holt Group offers bidding phase services to its clients. The client may elect to select all, none or a portion of the offered bidding services. Bidding phase services include the following items:

- Place a Legal Advertisement in a newspaper of wide circulation such as the Imperial Valley Press
- Large scale projects are forwarded to Client preferred plan rooms.
- Maintain a Plan Holder List throughout the Bid process. Periodically update the plan holder list. It is important an accurate and up to date plan holder list is maintained to ensure all plan holders receive project addendum(a).
- Actively contact local subcontractors, contractors and material suppliers to insure the local businesses are given an opportunity to submit quotations/proposals for projects.
- Actively contact specialty contractors outside of the Imperial Valley to insure there are competent subcontractors participating in the bidding process. For instance, traffic lighting subcontractors are contacted for given street improvement projects.
- Chair the Pre-Bid Conference. Contacts all plan holders in advance of the Pre-Bid Conference as a reminder. Effected Utility Agencies are also to be contacted and invited to the Pre-Bid Conference. The Holt Group prepares the Pre-Bid Conference Agenda and Pre-Bid Conference Attendance List. Prepare a Pre-Bid Conference Memorandum after the Pre-Bid Conference summarizing the items discussed at the Pre-Bid Conference. The Pre-Bid Conference Memorandum to be is distributed to all Plan Holders.
- Prepare project addendum(a) periodically throughout the bidding process as required. The project addendum(a) is issued to the plan holders and plan rooms. Follow-up phone calls or e-mail confirmation is to be conducted after the issuance of the Addendum(a) to ensure all Plan Holders are in receipt of the Addendum(a).
- Answers questions posed by contractors, subcontractors, suppliers, affected utility agencies and others during the bidding process using Request for Information Forms (RFI's). The RFI's are distributed to all plan holders by means of project addendum(a).
- Assist in the opening of proposals and prepare a word processor based bid tabulation form listing all bids received after the bid opening.
- Assist in reviewing the submitted bid proposals for compliance with the Invitation for Proposals and Instruction for Bidders. Assist in preparing the recommendation letter for the Award of Contract. Assist with the preparation of City Council or District Resolutions approving the Award of Contact.

5.5 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Proper design and review efforts are only the first steps toward insuring proper completion of Engineering Improvement Projects. Construction Management and Inspection services are essential to ensure compliance with the approved plans and specifications. Construction Management and Inspection Services include the following items:

- The Holt Group, Inc. will assist in conducting the Pre-Construction Conference. A Pre-Construction Conference Agenda will be prepared prior to the commencement of the Pre-Construction Conference. A Pre-Construction Conference Attendance List will be circulated during the commencement of the Pre-Construction Conference. Effected Utility Agency Representatives are invited to the Pre-Construction Conference. Grant/loan agency representatives are invited to the Pre-Construction Conference and may review Grant/Loan agency requirements as applicable. The Holt Group, Inc. Labor Compliance Consultant attends the Pre-Construction Conference and reviews the Labor Compliance Requirements for the Project. The Geotechnical representatives are also invited to the Pre-Construction Conference.
- The Holt Group, Inc. reviews submittals forwarded by the Contractor. The Holt Group, Inc. approves, conditionally approves or rejects project submittals. The submittal process insures the materials, equipment and items used for a project comply with the specification requirements. An expeditious submittal review process is encouraged as submittals which are not processed in a timely manner often result in project delays.
- It is recommended that full time project inspection occur at the project site. Inspection work requirements include checking the subbase, subgrade and concrete formwork prior to allowing Class 2 Base, A.C. pavement or concrete placement, monitoring and insuring Geotechnical Testing occurs in conformance with the Contract Documents, keeping concrete and asphalt delivery slips, insuring traffic control measures are in place, responding to clients and contractor questions and similar items. At the conclusion of each day's inspection it is required that the Resident Engineer/Inspector complete a daily report which includes pictures of the day's work activities. The Daily Inspection Report is emailed to the Client, Contractor and other Client approved parties at the conclusion of the work day. The Daily Inspection Report is e-mailed to the Client and Contractor and is accessible at the beginning of the following work day. By daily issuance of the Daily Inspection Reports, problems which occur the previous day are known to all parties for immediate action.
- The Resident Engineer/Project Inspector maintains all level notes, cut sheets, correspondence, material delivery slips, daily activity lists, memorandums, contractor's payment request forms and all other items in 3-inch wide bound notebooks. Each item is labeled and maintained separately within the project notebook. This filing method allows for easy access to records during the construction process and for archive retrieval after the project is complete.
- The Resident Engineer/Inspector monitors the placement of materials at the project site. The Resident Engineer/Inspector obtains copies of material delivery slips and maintains a

daily spread sheet of the materials placed at a project site each day. This is of particular importance for unit price based contracts where the contractor is compensated on a unit price basis for the quantity of material placed.

- The Resident Engineer/Inspector interprets the Contract Documents and answers Contractor questions.
- The Resident Engineer/Inspector is to inspect the work completed to insure the project is constructed in conformance with the project documents. The Resident Engineer/Inspector is to maintain contact with effected Utility Purveyors and notify/coordinate utility improvements or connections required for the project.
- The Holt Group, Inc.'s policy is to conduct weekly project meetings with the Contractor, Subcontractors, Owner, effected utilities, effected Public Agencies with the Resident Engineer/Inspector present. The Resident Engineer/Inspector prepares an Agenda of items to discuss prior to the meeting. The work completed during the week, the work anticipated to be completed next week, work items to be completed by the Resident Engineer, Contractor, Subcontractors or Owner the next week, problems to be addressed and other specific items are discussed. The Resident Engineer/Inspector completes a memorandum of the Weekly Project Meeting summarizing the issues discussed. The Weekly Project Memorandum documents the work completed during the week, lists the project work items to be completed the next week, lists specific work tasks to be completed the next week and offers "look ahead" items. The Weekly Meeting Memorandum is distributed to all pertinent parties. The Weekly Meetings and Weekly Memorandums are extremely effective in maintaining a project schedule, defining important work tasks to be completed and facilitate an atmosphere of teamwork during the Construction Process.
- The Resident Engineer/Inspector is to assist with completing the Contractor's Monthly Payment Request for forwarding to the Client for processing.
- The Resident Engineer/Inspector is to respond to Request for Information (RFI's) forwarded by the Contractor. The Resident Engineer/Inspector is to review change orders submitted by the Contractor, review the change orders with the Client and respond to the change order request. If the change order is approved the Resident Engineer is to assist in processing the change order and insuring the change order is reflected in the Payment Request.
- The Resident Engineer/Inspector is to insure that all Grant/Loan Agency contract document requirements are completed as appropriate during the course of the project construction. Agency required monthly forms are to be completed as required.
- At the conclusion of the project a job walk is to be completed by the Client, Contractor, Resident Engineer/Inspector and Grant/Loan Agency representative as applicable. A comprehensive "punch list" of items necessary for completion prior to project acceptance is to be completed.
- The Resident Engineer/Inspector is to assist in the filing of the Notice of Completion (NOC) for the project. Certified copies of the NOC are to be obtained from the County Recorder's Office and distributed to the Client, Contractor and Grant/Loan Agency as required.

- The Resident Engineer/Inspector is to assist in coordinating the Survey Crew for completion of required staking at the project site.
- The Resident Engineer/Inspector shall require the Contractor submit all Equipment Manuals. The Resident Engineer/Inspector shall assemble the Project Operation and Maintenance Manuals after all the Equipment Manuals for a project are received.
- The Resident Engineer/Inspector is to coordinate and assist in the “start-up” of Mechanical Units, Traffic Lights, Treatment Plant Facility Units, Etc.
- The Resident Engineer/Inspector is to coordinate project tests, i.e.: hydrostatic pressure tests for watermains, disinfection tests for water mains, disinfection tests for Ground Storage Reservoirs, etc. The Resident Engineer/Inspector shall coordinate all specialty tests and start-up requirements during the project such as x-ray weld tests for steel reservoirs or calibrations of programmable controllers (PC’s) at water and wastewater treatment plants.
- The Resident Engineer is to update Boards or City Councils with regard to the status of the projects if so directed by the City Manager or District General Manager.
- The Resident Engineer is to take a lead position along with the City Board Staff on Grant/Loan related projects to insure all Grant/Loan related requirements are being compiled with and that the Grant/Loan Agency is forwarded all required information to promptly process and distribute payment reimbursements to the City or District during the construction project.
- The Resident Engineer/Inspector shall coordinate the Geotechnical Testing at the Project Site and ensure the Geotechnical Testing is completed in conformance with the Quality Assurance Program (QAP), if applicable.
- The Resident Engineer is to assemble As-Built records maintained by the Contractor and Resident Engineer during the project construction. The redlined As-Built Drawings are to be forwarded to the Design Engineer for preparation. The finalized As-Built Drawings are to be forwarded to the Owner.

The above items are a few of the items to be completed by the Resident Engineer/Inspector for a project. There are many other duties and responsibilities to be completed and assumed by the Resident Engineer/Inspector for a given construction project.

5.6 MISCELLANEOUS ENGINEERING SERVICES

The Holt Group is available to complete miscellaneous engineering services for clients. Miscellaneous services may include the following:

- Prepare Council or Board Staff Reports or Resolutions.
- Attend Utility, Caltrans or other Agency Meetings on the behalf of the Client if requested.
- Attend Council Meetings or Planning Commission Meetings to address a specific item if requested.

6. RECENT OR PENDING LITIGATION

None.

7. QUALIFICATIONS AND RESUMES OF KEY INDIVIDUALS

The Holt Group, Inc.'s team of diversified, highly qualified professionals possesses the necessary technical skills, experience, motivation and communication ability to provide the City of El Centro with responsive, high quality ***Construction Management Services***. Following is a brief overview of the key personnel that will be providing these services to the City of El Centro:

James G. "Jack" Holt, P.E., Principal Engineer

Jack Holt is a Registered Civil Engineer in the State of California with forty-eight years of municipal engineering experience. Mr. Holt has extensive experience in both municipal and private projects and has worked on street improvement projects, water system and wastewater system expansion projects; water pipeline, wastewater pipeline and stormwater pipeline projects and park improvement projects for the Cities of Westmorland, Calipatria, Brawley, Holtville, Calexico, County of Imperial, and Heber Public Utility District. Mr. Holt will have the overall responsibility of overseeing and monitoring the Construction Management Services for this project.

Juny Marmolejo, P.E., Resident Engineer

Mr. Jesus "Juny" Marmolejo obtained a Bachelor's of Science degree in Civil Engineering from California State University at Long Beach. Mr. Marmolejo has over twenty-three years of civil engineering experience and has project managed the design and construction of numerous engineering projects over the past twenty-two years. Mr. Marmolejo has completed project design, bidding, Resident Engineering and Plan Checking for Street, Water Pipeline, Sewer Pipeline, Wastewater Treatment Plant Expansions/Improvements, Water Treatment Plant Expansions/Improvements, Sanitary Sewer Pump Stations, Domestic Water Booster Pump Stations, and similar projects. Mr. Marmolejo has completed various preliminary engineering reports, project calculations and other focused studies and reports for various civil engineering projects. A full description of Mr. Marmolejo's experience and capabilities is contained within the engineering resumes.

Sameer Patel, P.E., Resident Engineer

Mr. Patel has over thirty-four years of experience in the civil engineering and construction management field. Mr. Patel has performed duties including construction management, surveying, and design services for various infrastructure improvement projects. Mr. Patel has assisted with the preparation of various SWPPP documents, grading plans, civil engineering analyses, specifications, and improvement plans. Mr. Patel will be responsible for monitoring construction activities at the project site and the preparation of daily inspection reports. A full description of Mr. Patel's experience and capabilities is contained within the engineering resumes.

Todd Richardson, E.I.T., Assistant Resident Engineer

Mr. Todd Richardson has over eleven years of experience in the civil engineering and construction management field. Mr. Richardson has completed surveying activities, assisted with preparing engineering studies, and has provided construction management services for various types of civil infrastructure projects including water and wastewater treatment plants, pump stations, retention basins, water, sewer and stormwater pipelines and street infrastructure. Mr. Richardson will be responsible for monitoring all construction activities at the project site and the preparation of daily inspection reports. A full description of Mr. Richardson's experience and capabilities is contained within the engineering resumes.

James G. "Jack" Holt, P.E.

PRINCIPAL ENGINEER / QAQC**EDUCATION**

B.S., Civil Engineering,
1977
University of Michigan
Ann Arbor, Michigan

REGISTRATIONS

Registered Civil Engineer
R.C.E. # 31773, California -
1980

Registered Civil Engineer,
R.C.E. # 25315, Arizona -
1992

California QSP & QSD
SWPPP Certification #
20198

PROFESSIONAL ORGANIZATIONS

American Society of Civil
Engineers

Water Pollution Control
Federation

American Water Works
Association

American Concrete
Institute

PROFESSIONAL PRACTICE

THE HOLT GROUP, INC.
El Centro, California
1984 - Present

**MAINIERO, SMITH &
ASSOCIATES**
Palm Springs, California
1979 – 1983

GENERAL QUALIFICATIONS

Mr. James G. "Jack" Holt offers over forty-eight years of engineering, surveying, project administration and construction management experience. Mr. Holt currently manages The Holt Group El Centro office. Mr. Holt's responsibilities include the daily administration of the offices and engineering projects in conjunction with senior principals of the staff. He has been responsible for the design, administration and construction management of various municipal civil engineering projects in California and Arizona since 1979 including water and wastewater treatment plant expansions, wastewater pump stations, domestic booster pump stations, water and wastewater pipeline projects and numerous street and roadway improvement projects for the Cities of Brawley, Blythe, Calipatria, Calexico, Westmorland, El Centro, Imperial, and Holtville, the Heber Public Utility District, the Niland Sanitary District, the Jacumba Community Services District, the Cibola Water District, the Palo Verde County Water District, the Town of Quartzsite and the County of Imperial.

RELEVANT EXPERIENCE

Mr. Holt has completed comprehensive street reports identifying the type of street improvements and associated costs for each street section comprising the roadway system for the Cities of Holtville, Calipatria, and Westmorland. Mr. Holt has completed design, bidding and construction management/resident engineering services for over sixty (60) street improvement projects during the last forty (40) years in the Imperial Valley. Mr. Holt is familiar with Street maintenance improvements (SAMI's, crack sealing, slurry seal coats), and street rehabilitation (cold recycling, A.C. pulverizing, glass grid, petromats, lime treated base, cement treated base, A.C. overlays and ARAM overlays). Mr. Holt has completed the design and construction management of numerous wastewater pump stations, stormwater pump stations, wastewater treatment plants and water treatment plants projects. Mr. Holt completed the design of the Niland and Seeley townsite street maintenance design in 2013, Winterhaven street maintenance design in 2014, Ocotillo street maintenance design in 2014, Desert Shores street maintenance Design in 2015, and the Bombay Beach Bombay Beach rehabilitation design in 2022. The street maintenance designs were completed for the County of Imperial and included between 5 to 8 miles of roadway improvements within the communities. Mr. Jack Holt also recently completed the design of the Niland Wastewater Treatment Plant and Collection System Improvement Project and the Gateway of the Americas Water Treatment Plant Improvements Project.

PERLA STOUT
ASSOCIATES, INC.
Traverse City, Michigan
1977 – 1979

JOHN C. LINTON &
ASSOCIATES
Traverse City, Michigan
1974 – 1977

Jesus "Juny" Marmolejo, P.E.

PROJECT ENGINEER / RESIDENT ENGINEER

EDUCATION

B.S., Civil Engineering,
June 2002
California State University
at
Long Beach
Long Beach, California

CERTIFICATIONS

Registered Professional
Engineer (P.E.)
California, Certificate No.
C80410

PROFESSIONAL PRACTICE

THE HOLT GROUP, INC.
El Centro, California
August 2002 - Present

**KPFF CONSULTING
ENGINEERS**
Long Beach, California
June 2001 – August 2002

GRANITE CONSTRUCTION
El Centro, California
June 1998 – August 1998

GENERAL QUALIFICATIONS

During Mr. Marmolejo's tenure at The Holt Group, he has prepared and managed multiple engineering studies, prepared improvement plans, prepared specifications and contract documents, and has provided construction management services for various types and magnitudes of civil infrastructure including water and wastewater treatment plants, pump stations, retention basins, water distribution, sewer and stormwater collections systems, and street infrastructure.

Mr. Marmolejo has extensive knowledge and command of various civil engineering activities which include Preliminary Engineering Reports, Improvements Plans, Contract Documents, Specifications, Storm Water Pollution Prevention Plans, Quantity Estimates and Cost Estimates, Environmental Reports, Engineering Calculations, Surveying, Construction Inspection and Observation, and Meeting and Coordination between Clients and Contractors.

Mr. Marmolejo has completed project coordination efforts with various public agencies including the County of Imperial, Imperial Irrigation District (water and power departments), AT&T, Time Warner Cable, The Gas Company, Caltrans, Regional Water Quality Control Board, SWRCB's Division of Drinking Water, and various City agencies.

Mr. Marmolejo is The Holt Group's Manager of Construction Activities and oversees construction related projects. Construction Management responsibilities managed by Mr. Marmolejo include the administration of pre-construction conferences and progress meetings, observation and inspection of construction activities, preparation of daily construction activity logs, materials and equipment inventory, submittal review of equipment and material, review and response to RFI's, review and processing of change orders, review and processing of contractor's payment requests, preparation of as-built drawings, building and agency permit coordination and environmental review, commissioning and start-up of facilities, close-out of project and project records filing and archiving, coordination of project survey requirements, structural review, labor compliance and monitoring services (as required).

RELEVANT EXPERIENCE***Client: City of Brawley******Project: Main Street Water Pipeline Replacement and Paving Project******Location: Brawley, California***

Mr. Marmolejo completed the construction management and inspection services for the project. The project improvements included the replacement of existing water pipelines along Main Street from Highway 86/First Street to Eastern Avenue. Existing 6-inch and 8-inch cast iron water pipelines along Main Street were replaced with a new parallel 12-inch AWWA C-900, DR18 PVC water pipeline; except at the intersection of Highway 86/First Street and Main Street. At Highway 86/First Street and Main Street intersection existing 12 inch and 16-inch cast iron water pipelines were replaced with new 12-inch and 16-inch AWWA C-900, DR18 and AWWA C-905, DR18 PVC pipelines. The water pipeline replacement sections that were constructed at the intersection of Highway 86/First Street and Main Street are within Caltrans Right of Way. A Caltrans Encroachment Permit application was submitted to Caltrans during the project design phase. The Caltrans Encroachment Permit application and plans were approved by Caltrans. This project also included paving improvements for the full width of Main Street within the City of Brawley. The full width of the Main Street was cold planed followed by an SS-1H tack coat, conventional A.C. leveling course, asphalt binder application immediately prior to the placement of an asphalt geosynthetic interlayer and a Hot Mix Asphalt Type "A" superpave. Pavement striping and adjustment of valves and manholes were completed after paving improvements were completed.

Client: City of Holtville***Project: Water Treatment Plant Improvements Project******Location: Holtville, California***

Mr. Marmolejo completed the project management services and daily inspections for the project. The project consisted of the recoating of the deteriorated condition of the existing 2.4 MG Water Storage Tank's interior walls; installation of a Trihalomethane Removal System within the 2.4MG Water Storage Tan to reduce trihalomethanes, a disinfection by-product, within the distributed potable water; installation of a baffle system within the 1.5 MG Water Storage Tank to increase the disinfection process' chlorine contact time; installation of new finished water piping to allow the water storage tanks to operate in series; installation of a shade structure over the clarifier/mix media filters to deter algae growth within the open tank; the replacement of two (2) outdated emergency standby generators; and replacement the electrical and instrumentation controls of the water treatment plant's various processes. Mr. Marmolejo monitored the construction schedule, completed daily inspections, coordinated with County Representatives, chaired weekly project meetings, coordinated with the Contractor and geotechnical entities, monitored traffic control activities, completed submittal reviews, reviewed Payment Requests and Change Order Requests as submitted by the Contractor, and completed As-Built Plans and other project completion related documents.

Sameer Patel, P.E.

PROJECT ENGINEER / RESIDENT ENGINEER

EDUCATION

B.S., Civil Engineering,
June 1991
University of Pune at
Pune, India

M.S., Civil Engineering,
May 2007
Wayne State University
At Detroit, Michigan

CERTIFICATIONS

Registered Engineer
R.C.E # 81443

PROFESSIONAL PRACTICE

THE HOLT GROUP, INC.
El Centro, California
August 2007 - Present

**SUGAM
CONSTRUCTION, LTD**
Long Beach, California
August 1991 – May 2003

GENERAL QUALIFICATIONS

Mr. Patel has completed a variety of Civil Engineering Projects over the past thirty-four (34) years. Mr. Patel has assisted with the project design, bidding, construction management and surveying phases of projects. Mr. Patel has completed construction management services for numerous Street and Roadway improvement projects. Mr. Patel was the Resident Engineer for the 4 million gallon per day, 8.3 Million Dollar Heber Public Utility District Water Treatment Facility Expansion Project completed in 2017. Mr. Patel was the Resident Engineer for the 20 Million Dollar Wastewater Treatment Plant Upgrade Project completed for the City of Imperial. Mr. Sameer Patel is currently the Resident Engineer for the Niland Wastewater Treatment Plant and Sewer Collection System Improvement Project and the New River Scour Along Kalin Road Project being completed for the County of Imperial.

RELEVANT EXPERIENCE

Client: City of Holtville

Project: City Wide Street Maintenance Improvement Project

Location: Holtville, California

Mr. Patel completed the Resident Engineering for the City of Holtville City Wide Street Maintenance Improvements Project. The project consisted of the removal of existing striping, crack sealing improvements, application of SS-1H (Fog Seal) emulsion, installation of Type II slurry seal coat and various striping improvements throughout the City of Holtville Street System which comprises approximately eighteen (18) miles.

Mr. Patel provided comprehensive construction management services which included administration of the pre-construction meeting and preparing the pre-construction conference agenda and memorandum; coordination with the Contractor and City; submittal reviews; RFI reviews; coordination with design engineer and City to address RFI responses; review, coordination and negotiation of change orders; review and approval of payment requests; monitoring of safety conditions at the project site; monitoring of construction activities on a full time basis including the preparation of daily construction activity logs; monitoring of the project schedule; completion of labor compliance services; completion of project close out; and completion of as-built plans.

Client: City of Imperial***Project: Wastewater Treatment Plant Upgrade Project******Location: Imperial, California***

Mr. Patel completed the Resident Engineering for the City of Imperial Wastewater Treatment Plant Upgrade Project. Mr. Patel was present at the project site on a daily basis until the project's completion. The project consisted of the existing WWTP to a 3.0 MG Capacity WWTP Upgrade which included demolition of existing aeration basins; installation of new Membrane Bio-Reactor (MBR) Basins and new MBR System for bio-treatment of wastewater complete with waste activated sludge pumps, blowers, air compressors, monorail crane and associated appurtenances; construction of new pre-engineered MBR Building including offices spaces and lab facility; construction of new pre-engineered Dewatering Building with new Dewatering System, monorail crane and associated appurtenances; installation of new emergency standby generator and new electrical transformer, main breaker, and automatic transfer switch; civil and yard piping; and replacement of the electrical and instrumentation controls including new SCADA for the entire wastewater treatment plant's various processes.

Mr. Patel provided comprehensive construction management services which included administration of the pre-construction meeting and preparing the pre-construction conference agenda and memorandum; chairing weekly meetings with the Contractor, City, Utility Purveyors, and Geotechnical Consultants and preparing the weekly meeting memoranda; submittal reviews; RFI review; coordination with design engineer and City to address RFI responses; review, coordination and negotiation of change orders; review and approval of payment requests; monitoring of safety conditions at the project site; monitoring of construction activities on a full time basis including the preparation of daily construction activity logs; coordination of geotechnical testing services; monitoring of the project schedule; completion of labor compliance services; completion of project close out; and completion of as-built plans.

Client: City of Calexico***Project: Cesar Chavez Boulevard Improvements Project******Location: Calexico, California***

Mr. Patel completed the resident engineering services and daily inspections for the project. The project improvements consisted of excavation, placement and compaction of fill materials, asphalt paving over base, concrete infrastructure construction including sidewalk, curb and gutter and ADA compliance curb returns, utility relocation, street light installation, construction of median K-rails, retaining wall and block wall, traffic signal modification, installation of traffic signal, mast arms, foundations and signage and striping. Mr. Patel monitored the construction schedule, completed daily inspections and prepared daily inspection reports, chaired weekly project meetings, coordinated with the Contractor and geotechnical entities, monitored traffic control activities amongst other items, completed submittal reviews and reviewed Payment Requests and Change Order Requests.

Todd Richardson, E.I.T.

ASSISTANT PROJECT ENGINEER / ASSISTANT RESIDENT ENGINEER

EDUCATION

B.S., Civil Engineering,
June 2013
California State
Polytechnic University,
Pomona
Pomona, California

CERTIFICATIONS

Registered Engineer In
Training (EIT),
California
Certificate No. 149607

**PROFESSIONAL
PRACTICE**

THE HOLT GROUP, INC.
El Centro, California
February 2014 -
Present

**SOUTHLAND
GEOTECHNICAL**
El Centro, California
November 2005 – June
2007

GENERAL QUALIFICATIONS

Mr. Todd Richardson obtained a Bachelor of Science degree in Civil Engineering from California State Polytechnic University, Pomona. Mr. Richardson has over eleven (11) years of experience in the civil engineering construction management field at The Holt Group, Inc. He has completed surveying activities, assisted with preparing engineering studies, and has provided construction management and design services for various types of civil infrastructure projects including water and wastewater treatment plants, pump stations, retention basins, water, sewer and stormwater pipelines and street infrastructure.

RELEVANT EXPERIENCE

Project: County of Imperial – Clark Road Improvements Project from Wahl Road to 0.5 mi. N. of SR-98 and from Heber Road to 0.5 mi. N. of Heber Road

Mr. Richardson was the onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: County of Imperial – Forrester Road Bridge Over Westside Main Canal Emergency Repair Project

Mr. Richardson was the onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: County of Imperial – Access Improvements to the Imperial Valley Desert Museum along Imperial Highway from Interstate 8 to State Route 98

Mr. Richardson was the onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: City of Holtville – Fourth Street Sidewalk, Curb & Gutter, Handicap Curb Return and Cross Gutter Improvements

Mr. Richardson was the onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: County of Imperial Public Works Department – LTA Phase III – Rehabilitation of Various Road in Imperial County

Mr. Richardson was the onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: County of Imperial – Ross Road Bridge Over the Reservation Main Drain Bridge Repair Project

Mr. Richardson was the onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: City of Holtville – Sixth Street Pavement Improvements between Melon and Holt Avenues Project

Mr. Richardson was the onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

8. CLIENT REFERENCES

Mr. Nick Wells City Manager City of Holtville 121 West Fifth Street Holtville, CA 92250 Tel: 760/356-2912	Ms. Madeline Dessert General Manager Heber Public Utility District 1078 Dogwood Road Heber, CA 92249 Tel: 760/482-2440
Ms. Laura Gutierrez City Manager City of Calipatria 125 North Park Avenue Calipatria, California 92233 Tel: 760/348-4141	Mr. John Gay, P.E. Public Works Director County of Imperial 155 S. State Street El Centro, California 92243 Tel: 760/482-4462
Ms. Laura Fischer City Manager City of Westmorland 355 S. Center Street Westmorland, California 92281 Tel: 760/344-3411	Mr. Rom Medina Director of Public Works and Operations City of Brawley 180 S. Western Avenue Brawley, California 92227 Tel: 760/344-5800

9. PROJECT EXPERIENCE



Client: City of Brawley

Project Name: Main Street Water Pipeline Replacement and Paving Project

Year: 2024 - 2025

Project Team: Jack Holt, Juny Marmolejo and Todd Richardson

Description: The Holt Group provided Construction Management and Inspection Services for the City of Brawley Water Pipeline Replacement and Paving Project.

The project improvements included the replacement of existing water pipelines along Main Street from Highway 86/First Street to Eastern Avenue. Existing 6-inch and 8-inch cast iron water pipelines along Main Street were replaced with a new parallel 12-inch AWWA C-900, DR18 PVC water pipeline; except at the intersection of Highway 86/First Street and Main Street. At the Highway 86/First Street and Main Street intersection existing 12 inch and 16-inch cast iron water pipelines were replaced with new 12-inch and 16-inch AWWA C-900, DR18 and AWWA C-905, DR18 PVC pipelines. The water pipeline replacement sections that were constructed at the intersection of Highway 86/First Street and Main Street are within Caltrans Right of Way. A Caltrans Encroachment Permit application was submitted to Caltrans during the project design phase. The Caltrans Encroachment Permit application and plans were approved by Caltrans.

This project also included paving improvements for the full width of Main Street within the City of Brawley. The full width of the Main Street was cold planed followed by an SS-1H tack coat, conventional A.C. leveling course, asphalt binder application immediately prior to the placement of an asphalt geosynthetic interlayer and a Hot Mix Asphalt Type "A" superpave. Pavement striping and adjustment of valves and manholes were completed after paving improvements were completed.

Comprehensive construction management and inspection services included the following: administration of the pre-construction meeting and preparing associated agenda and memorandum; weekly meeting coordination with the Contractor, City, Utility Purveyors, and Geotechnical Consultants; submittal reviews; RFI review and coordination with design engineer and City to address responses; review, coordination and negotiation of change orders; reviews and approval of payment requests; monitoring of safety conditions at the project site; monitoring of construction activities on a full time basis including the preparation of daily construction activity logs; coordination of geotechnical testing services; monitoring of the project schedule; monitoring of traffic control requirements; completion of project close out documentation; and preparation as built plans. All construction management services were conducted in accordance with Caltrans LAPM requirements.



Client: City of Imperial

Project Name: Wastewater Treatment Plant Upgrade Project

Year: 2020 - 2022

Project Team: Sameer Patel

Description: The Holt Group provided Resident Engineering and Construction Management Services for the City of Imperial Wastewater Treatment Plant (WWTP) Upgrade Project. The project consisted of the existing WWTP to a 3.0 MG Capacity WWTP Upgrade which included demolition of existing aeration basins; installation of new Membrane Bio-Reactor (MBR) Basins and new MBR System for bio-treatment of wastewater complete with waste activated sludge pumps, blowers, air compressors, monorail crane and associated appurtenances; construction of new pre-engineered MBR Building including offices spaces and lab facility; construction of new pre-engineered Dewatering Building with new Dewatering System, monorail crane and associated appurtenances; installation of new emergency standby generator and new electrical transformer, main breaker, and automatic transfer switch; civil and yard piping; and replacement of the electrical and instrumentation controls including new SCADA for the entire wastewater treatment plant's various processes. Comprehensive construction management services included the following: administration of the pre-construction meeting and preparing the pre-construction conference agenda and memorandum; chairing weekly meetings with the Contractor, City, Utility Purveyors, and Geotechnical Consultants and preparing the weekly meeting memoranda; submittal reviews; RFI review; coordination with design engineer and City to address RFI responses; review, coordination and negotiation of change orders; review and approval of payment requests; monitoring of safety conditions at the project site; monitoring of construction activities on a full time basis including the preparation of daily construction activity logs; coordination of geotechnical testing services; monitoring of the project schedule; completion of labor compliance services; completion of project close out; and completion of as-built plans.



Client: County of Imperial

Project Name: Clark Road Improvements Project from Wahl Road to 0.5 mi. N. of SR-98 and from Heber Road to 0.5 mi. N. of Heber Road

Year: 2021

Project Team: Juny Marmolejo and Todd Richardson

Description: The Holt Group Project Team provided construction management for the demolition and removal of existing A.C. pavement and underlying base material within the dig-out areas at various intersections throughout the project limits, grinding of existing A.C. pavement at various depths, installation of class II base within the dig-out areas and road shoulders, crack sealing, installation of the geosynthetic fabric pavement interlayer, installation of new A.C. pavement along the roadway section, installation of signage and striping, and preservation of an existing survey monument. Comprehensive construction management services were provided which included the following: administration of the pre-construction meeting and preparing associated pre-construction conference agenda and memoranda; progress meeting coordination with the Contractor, County of Imperial Representatives, and Geotechnical Consultants; monitoring of safety conditions at the project site; conflict resolution; monitoring of construction activities on a daily basis (including the preparation of daily construction activity reports); submittal reviews; RFI reviews and responses; reviews of payment and change order requests; monitoring of the project schedule; completion of labor compliance services; monitoring of traffic control requirements; completion of project close out activities; and completion of project as built plans. All construction management services were conducted in accordance with Caltrans Local Assistance Procedures Manual (LAPM) requirements.

EXHIBIT D

LEVINE ACT STATEMENT

Levine Act Statement

PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$500 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

This statement must be provided for the company and for each consultant who will work with the City.

City of El Centro Council Members as of the date of this RFP are as follows:

Mayor Sonia Carter
Mayor Pro-Tem Marty Ellett
Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP?
_____ YES ☒ NO
If yes, please identify the Council Member: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES ☒ NO
If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

DATE

10/10/2025

(SIGNATURE OF CONSULTANT)

EXHIBIT B

FEE SCHEDULE



Hourly Rate Schedule

2025

Municipal Rates

PLANNING

Principal Planner (AICP)/ Project Manager	\$150.00/Hour
Senior Planner	\$140.00/Hour
Associate Planner	\$135.00/Hour
Assistant Planner	\$100.00/Hour
Planning Designer/AutoCAD Technician	\$95.00/Hour
Planning Clerk	\$70.00/Hour
Senior Labor Standards Compliance Monitor	\$100.00/Hour
Assistant Labor Standards Compliance Monitor	\$85.00/Hour

ENGINEERING

Principal Engineer P.E./L.S.	\$170.00/Hour
Project Engineer P.E./L.S.	\$150.00/Hour
Associate Project Engineer	\$140.00/Hour
Assistant Project Engineer	\$130.00/Hour
Project Manager	\$150.00/Hour
Civil Designer III	\$105.00/Hour
Civil Designer II	\$100.00/Hour
Civil Designer I	\$90.00/Hour
Senior Plan Checker P.E./L.S.	\$150.00/Hour
Junior Plan Checker	\$120.00/Hour
Resident Engineer	\$140.00/Hour
Assistant Resident Engineer	\$120.00/Hour
Designer III	\$90.00/Hour
Designer II	\$80.00/Hour
Designer I	\$75.00/Hour

SURVEYING

Survey Project Manager	\$150.00/Hour
2 Man Survey Crew with GPS (Overtime)	\$340.00/Hour
2 Man Survey Crew with GPS	\$270.00/Hour
1 Man Survey Crew with GPS	\$160.00/Hour
Survey Travel Time	Crew Rate x 50%

NOTES:

1. The minimum time charged for survey project is 1/2 day (4 hours at the crew rates plus travel time).
 2. Crew charges include standard surveying equipment.
- Rental of any special equipment will be charged at cost plus 15%.

ADMINISTRATIVE SUPPORT SERVICES

Senior Administrator	\$90.00/Hour
Word Processor	\$65.00/Hour
Office Technician/Courier	\$60.00/Hour

REIMBURSABLE EXPENSES

Photocopies (each)	\$0.25
Plots (per square foot in color)	\$1.70
Plots (per square foot in black & white)	\$0.85
Computer Plotter	\$19.00/Hour
Postage	Cost + 15%
Vehicle Mileage	\$0.60
Reproduction, Special Photography, Printing, etc. performed by Subcontractor, Aerial Photogrammetry, Delivery Service, Hotel/Motel Per Diem Expenses	Cost + 15%

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant 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. Consultant 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. 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. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant 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.

Umbrella or excess liability insurance. [If required to meet higher limits.]. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile 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 if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrence of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. 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 for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant 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 specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives

its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the 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. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance 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.

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 Consultant's insurance shall apply separately to each insured against whom 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. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant 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. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City,

Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's right to revise specifications. 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant'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, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Claims made: The following provisions shall apply if any of the required policies are written on a claims-made basis:

- a. The Retroactive Date of the policy must be shown and must be before the date of the Agreement or the beginning of the contracted work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a Retroactive Date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels

or does not renew the coverage.

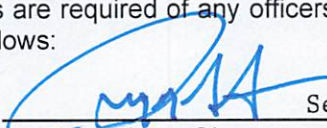
d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

EXHIBIT D
CONSULTANT'S FINANCIAL DISCLOSURE STATEMENT ¹

Consultant will comply with all conflict-of-interest laws and regulations including, without limitations, City's Conflict of Interest Code (on file in the City Clerk's Office) as required by Section 4.10 of this Agreement. It is incumbent upon the Consultant to notify the City pursuant to Sections 7.1 and 7.5 of any staff changes relating to this Agreement. The City Manager has made the following determination and Consultant, by his/her signature, acknowledges said determination. ²

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required of any officers, employees, and/or agents of Consultant. Consultant duties are as follows:

City Manager



Consultant Signature & Title
The Holt Group, Inc.

- B. In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant may make or participate in making a governmental decision, which may have a foreseeable material effect on a financial interest. As a result, the Consultant shall be subject to the Disclosure Category "Consultant" of the City's Conflict of Interest Code.

City Manager



Consultant Signature & Title
The Holt Group, Inc.

1. Fair Political Practices Commission Section 18700.3 defines a consultant as follows:
- (a) For purposes of Sections 82019 and 82048, "consultant" means an individual who, pursuant to a contract with a state or local government agency:
 - (1) Makes a governmental decision whether to:
 - (A) Approve a rate, rule, or regulation;
 - (B) Adopt or enforce a law;
 - (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
 - (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
 - (F) Grant agency approval to a plan, design, report, study, or similar item;
 - (G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
 - (2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.
2. Disclosure by Consultants: Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the City's adopted Conflict of Interest Code, subject to the following limitations: The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and closely supervised, and, thus, is not required to comply with the disclosure requirements in the City's adopted Conflict of Interest Code. Such written determination shall include a description of the consultant's duties. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as the City's adopted Conflict of Interest Code.

EXHIBIT E

LEVINE ACT STATEMENT

Levine Act Statement

PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$500 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

This statement must be provided for the company and for each consultant who will work with the City.

City of El Centro Council Members as of the date of this RFP are as follows:

Mayor Sonia Carter
Mayor Pro-Tem Marty Ellett
Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP? _____ YES ____

X NO

If yes, please identify the Council Member: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES ____

X NO

If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

DATE 12/9/2025


(SIGNATURE OF CONSULTANT)
James G. Holt
Secretary/CFO
The Holt Group, Inc.

EXHIBIT F
REQUEST FOR PROPOSALS (RFP)



CITY OF EL CENTRO
PUBLICWORKS
Serving our community by sustaining and improving life



***REQUEST FOR PROPOSALS
FOR
ON-CALL SERVICES***

- 1. ARCHITECTURAL DESIGN***
- 2. CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES***

Requested By:

**City of El Centro
Department of Public Works
307 W. Brighton Ave.
El Centro, CA 92243
Phone: (760) 336-3152
Abraham Campos, PE
Director of Public Works/ City Engineer
August 2025**

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EXHIBITS

A - Architectural Design. Expanded Scope

B – Sample Proposal Evaluation Form

C – Sample Professional Services Agreement, as appropriate

D- Levine Act. Statement

E- Sample Task Order

*No changes shall be made to consultant agreement by consultant.

II. REQUEST FOR PROPOSAL (“RFP”)

NOTICE IS HEREBY GIVEN THAT the City of El Centro (the “City”) is requesting proposals from qualified consultants to provide Architectural Design, Construction Management, and Inspections (the “Consultant(s)”).

DEADLINE

Consultants are requested to submit five hard copies of their proposal before **04:30 p.m. on September 26, 2025**. Refer to section IX for further information.

Note: late, emailed, or faxed proposals will not be considered.

OBTAINING DOCUMENTS

The Contract Documents are available through Planet Bids, by accessing our website (www.cityofelcentro.org) and selecting “GOVERNMENT > PUBLIC WORKS> BIDS & PROPOSALS> PROCEED TO SITE”.

III. INTRODUCTION AND PURPOSE

INTRODUCTION.

The Department of Public Works – Administration Division of the City of El Centro is seeking professional services from a consulting firm or team (Consultant) for On-Call services for the two (2) disciplines listed below. The City will contract with the primary firm under which subconsultants may operate. The City is requesting services for up the term of the agreement. The term of the agreement shall be for two (2) years, with up to three (3) one (1) year extensions, which extensions shall be at the City’s sole option.

Disciplines:

1. Architectural Design.
2. Construction Management and Inspection Services.

Up to three consultants shall be selected for each discipline. The City reserves the right to increase or decrease the number of consultants awarded a contract under each discipline.

Consultant must submit a separate responsive proposal to each discipline that Consultant wishes to be considered. Each discipline will be judged independently. You are not required to submit a proposal for both disciplines.

PURPOSE. The purpose of this RFP is to:

1. Familiarize prospective consultants with the information necessary to understand the consultant selection process and the required documentation consultant must

- submit.
2. Receive, review and consider proposals from prospective consultants, and select a consultant to provide the desired services for each discipline.
 3. Execute a contract for on-call services in the form of a Professional Services Agreement (PSA) (see RFP Exhibit C – Sample Design Professional Services Agreement), which will include a negotiated rate schedule established at the time of its execution.
 4. Advise prospective consultants that the City is not obligated to issue any contract(s) by issuing this proposal.

The Consultant shall provide the Public Works Department with the ability to obtain assistance quickly during peak workload periods, staffing absences and when expedited/fast track support is needed to satisfy City customers. The most important objective is to maintain a level of high-quality. Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the City.

The City reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date for; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means. Consultants that respond to this RFP shall comply with all applicable laws. There are no M/WBE and/or DBE requirements for this RFP.

The contract will be regulated according to the provisions of all Federal, State and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code, as applicable.

Consultants are advised to consider whether services to be performed include classifications subject to state or federal prevailing wage requirements. Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State prevailing wage information is available through the California Department of Industrial Relations website at <https://www.dir.ca.gov/OPRL/dprewagedetermination.htm>

Labor categories subject to prevailing wage requirements, when employed for any work on this project, are wholly the responsibility of the firm or individual named in any Professional Services Agreement approved by the City. City will not assume any responsibility for Consultant's failure to pay prevailing wages in accordance with State law.

IV. BACKGROUND

The City of El Centro incorporated in 1908 and later became a Charter city. El Centro is the center of one of Southern California's most promising new commercial and industrial regions. There are two international border crossings nearby for commercial and noncommercial vehicles. Covering 11.019 square miles, it is the largest city in Imperial County. El Centro is located 616 miles southwest of San Francisco, 117 miles east of San Diego and 245 miles west of Phoenix, Az. and just 15 minutes from the international industrial complexes in Mexicali, Baja California. El Centro is accessible via Interstate 8, State Highway 86 and State Highway 111. The City population is estimated to be over 45,000 residents; however, population increases during the day as the City is the County seat.

The consultant(s) will work under the direction of the Public Works Director or designee to handle engineering service tasks as they are required. The highest rated consultant(s) will be selected to be on contract for on-call services. Consultant(s) will enter into a master agreement which will specify the billing rates, personnel to be assigned, and other terms. No monthly retainer is anticipated.

Letter proposals will be requested from one or more on-call consultants when engineering service tasks are required. The letter proposals will set forth the scope, fee, personnel, and time of performance for the particular task. The letter proposals will be approved through a task order implementing and attached to the master agreement. Consultant selection for a particular task will be based on qualification as set forth in the Statement of Qualifications. Consultant selection will be at the sole discretion of the City. No consultant is guaranteed work.

V. SCOPE OF SERVICES

Consultants shall submit in their proposal in addition to the main scope the discipline(s) for which they wish to be qualified. The disciplines include, but are not necessarily limited to the following areas of experience and expertise.

Architectural Design

The consultant shall provide professional services as needed for the purpose of improving, development, and enhancement, such as consultation, investigation, reconnaissance, research, planning, design, preparation of plans, specifications, and estimate (PS&E), and responsible construction observation of City owned and leased facilities.

The selected consultant(s) and/or consultant teams shall provide comprehensive architectural and/or engineering services including, but not limited to, repair, modification, and new construction building design, HVAC, plumbing, utilities, site, civil, structural, and geotechnical, for the preparation and support of complete construction drawings, specifications, estimates, contract administration, project inspection, and planning services or studies, as required (building inspection, code compliance review/advice, feasibility studies). The selected consultants(s) shall be familiar with local, state, and federal building

requirements.

Refer to Exhibit A for an expanded scope of work for Architectural Design Services. A copy of the form of Design Services Agreement is attached.

Construction Management and Inspections

The consultant shall provide all services and work required to deliver completed capital improvement construction projects on time and within budget. Services may include, but not limited to: value engineering, cost estimates, constructability review, bid process assistance, contract approval and awards assistance, preconstruction meeting, weekly meetings, schedule management, cost control, submittal, change order and request for information management, quality control, daily inspection, material testing, observe construction materials and methods, inspect batch plant and report on them to the City, permit and environmental compliance, progress payments management, monthly status report, claims management, and project close-out. Consultant must be experienced in federal and state funded projects.

The above list is not intended to be exclusive; other services will likely be sought as the need arises. The statement of qualifications does not need to include a fee proposal for any of these specific tasks; fee proposals for individual tasks would be requested during the course of the on-call contract.

Periodically, the City has the need for assistance with special engineering studies or general staff augmentation. The consultant must be able to assist the City through this contract to provide the necessary services.

The consultant shall utilize its' in-house staff and/or sub-consultants to complete the assignments to meet the City standards. For specialized work for which the prime consultant will require a sub-consultant, the prime consultant will serve as an administrative liaison between the City and the sub-consultant. The prime consultant mark-up for sub-consultants shall not exceed 10%. A copy of the form of Professional Services Agreement is attached.

VI. PROJECT SCHEDULE

The following is a tentative schedule for the project:

Release of RFP	08/29/2025
Proposal Due	09/26/2025
Consultant Interview (if needed)	Week of October 13th.
Contract Award	11/04/2025

VII. DELIVERABLE ITEMS

The Consultant will be required to verify that all information submitted as services rendered is accurate and current. Furthermore, the Consultant will be required to document the source(s) of all compiled information. All information generated as part

of the Consultant's or sub-consultant's work shall become part of City of El Centro record of the project.

VIII. CORRECTIONS

Proposing Consultants are encouraged to amplify the scope of services, to identify any supplemental tasks necessary, and to recommend any alternatives that may enhance the project or reduce costs. Where applicable, consultant is encouraged to describe the anticipated level of effort for each task.

IX. DELIVERY OF PROPOSALS

Proposals must be submitted to 307 W. Brighton Ave., El Centro CA 92243 by at 4:30 pm on September 26, 2025 with subject reading as follows:

Response for City of El Centro On-Call Services RFP
Discipline: *(Enter Discipline to be considered here)*
Attn: Abraham Campos, PE
Public Works Director/City Engineer

On a separate envelope, submit a hard copy Fee Schedule to the same address and by the same date in a sealed envelope marked:

Fee Proposal for City of El Centro On-Call Services
Discipline: *(Enter Discipline to be considered here)*
Attn: Abraham Campos, PE
Public Works Director/City Engineer

Proposals and Fee Proposals received after the stated deadline will not be accepted. Advance submittals are permitted. The City will not be liable for any costs incurred by the Consultant incidental to the preparation of proposals or for developing and carrying out interview presentations.

Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of El Centro and the Consultant selected.

Questions concerning the RFP must be submitted via the Planet Bids portal. All questions must arrive at least ten (10) calendar days prior to the proposal due date to allow time for distributing answers and/or clarifications.

No questions or inquiries may be directed to any individual (s) at the location detailed in this document. All inquiries must be submitted in writing per the process described in this document. Attempts to contact any City employee other than the designated contact for this RFP may result in rejection of a submitted proposal. No questions will be answered after the ten-day period.

X. SELECTION PROCESS

City staff will evaluate the proposals based on effectiveness and efficiency in supporting each of the following items.

1. Overall responsiveness to the RFP
2. Consultant (and project team) qualifications, experience and referenced projects
3. Qualifications, experience and commitment of the project manager and team members. The project manager shall preferably have successfully completed at least three (3) projects of similar nature, complexity, and size during the last 10 years
4. Project understanding, innovative approach and proposed scope of work
5. Ability to deliver the project scope of work within the stated estimated level of effort
6. Project management plan and schedule
7. Ability to sign the City's Standard Professional Services Agreement and provide the City's standard insurance coverages listed therein

Based on this evaluation, the City may choose to invite up to three (3) Consultants from each discipline to participate in an oral presentation/interview session or select the Consultant based on the results from the evaluation of the proposal.

In the event the City chooses to conduct interviews as part of the selection process, the selected Consultants will be asked to bring an interview panel including the project manager and up to three (3) (maximum) key staff members who will be directly involved in providing the services. The Consultants selected for the interview will be allowed thirty (30) minutes to present their Consultant experience and project approach. Following the presentation there will be a thirty (30) minute informal question and answer discussion.

At the conclusion of the evaluation, the City may enter into contract negotiations with the top three ranking Consultants. If negotiations with the top-ranking Consultants are unsuccessful, negotiations will terminate and the City may undertake negotiations with the fourth-ranked Consultant. City staff then will make recommendations to the City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

Furthermore, the City reserves the right to reject any or all proposals, and to waive any and all irregularities to choose the Consultant which, in the City's opinion, best serves the City's interests. The City will not be liable for any costs incurred by the Consultant incidental to the preparation of proposals or for developing and carrying out interview presentations.

All Consultants issued this RFP were previously asked to certify that they would execute a contract with the City of El Centro with no exceptions or additions.

XI. SUBMITTAL REQUIREMENTS

Proposals shall be formatted for 8-1/2" x 11" portrait pages for written materials and 11" x 17" landscape pages for drawings, consisting only of the specified materials requested

below. If interviews are required, presentation boards may be used. Presentation boards shall be 30" x 42", unframed with appropriate scale and identification.

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Do NOT include marketing brochures or other promotional material not connected with this RFP. **Responses must be limited to 30 pages maximum.**

To be responsive, each Proposal must include only the following information in the format indicated. Proposals not organized according to the following format may be rejected.

1. Cover with title and date
2. Cover Letter that documents the proposal offer, lists subconsultants and their roles, location of office where work will be done, is signed by an officer of the Consultant (or by another person with authority to act on behalf of and bind the Consultant), and indicates the contact person for the proposal
3. Table of Contents
4. Executive Summary
5. Approach to satisfying scope of work, which should highlight key issues as well as special processes, tools and lessons learned that will be applied
6. Scope of Work based on the respective discipline above
7. Availability to meet the expected schedule for this work, including current workload and backlog
8. History, general qualifications, employee count by title and discipline, and recent or pending litigation for Consultants and subconsultants
9. Proposer must provide three (3) references for which Proposer has provided similar services performed in California of the nature and scope as set forth in the RFP within the last five (5) years. Include name of business, name of contact person, telephone number of contact person, and description and date of services provided. References for public agency projects are preferred.
10. Qualifications of Project Manager and Key Staff of Consultant and subconsultants, including individual resumes listing required licenses, credentials and relevant experience addressing qualifications requirements specified herein, with relevant experience focused on similar projects completed within the last 10 years. City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the services being considered. The Proposer shall furnish resumes in outline form for the key personnel committed to this account. Proposer shall also include the number and type of additional support personnel who will be providing services. The substitution or addition of individuals shall be allowed only with prior written approval of the City.
- 11.

EXHIBIT A

ARCHITECTURAL DESIGN. EXPANDED SCOPE

1.0 Scope of Work

1.1 General Conditions

All work shall be performed in conformance with the State of California and/or City of El Centro policies, procedures and standards.

Consultant shall carry out the instructions received from the City and shall cooperate with the City and other involved agencies.

The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications and estimates prepared and shall check all such materials accordingly. The plans will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the city do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of Consultant.

The consultant or its Subconsultants shall not incorporate in the design any materials or equipment of single or sole source origin without the written approval of the City.

The plans, specifications, estimates, calculations, and other documents furnished under the Agreement shall be of a quality acceptable to the City. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and dated and having the maker and checker identified. The Consultant shall modify its work as necessary to meet the level of acceptability defined by the criteria above.

The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Agreement. The Quality control plan shall establish a process whereby plans are independently checked, corrected and back checked, and all job related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files.

From time to time, the Consultant may be asked to develop site plans and/or elevations for various projects envisioned by the City. The Consultant will be provided with a general concept or vision by the City and will be expected to use their creativity and experience to develop conceptual plan based on the City's input.

1.2 Design Development Services

Design development (DD) services use the initial design documents from the schematic phase and advances them further. This phase lays out mechanical, electrical, plumbing, structural, and architectural details.

The main task that must be accomplished in design development is preparation of drawings and documents that detail project scope, quality, and design. Specifications and details of selected materials and systems are part of the DD package, with more technical detail provided by Sub-Consultants. The DD products make possible a more refined cost estimate and a better understanding of how different building systems are integrated and how the building is likely to perform.

The drawings and specifications shall specify design elements such as material types and location of windows and doors.

Deliverables:

- *Site plan: Zoning and site development requirements, property lines, elevations, pavement and sidewalks, walls and curbs, landscaping, utilities, typical site details*
- *Floor plans: Rooms, corridors, and other spaces; windows and doors; fire ratings and compartments; expansion joints; reflected ceilings; structural grid; major dimensions*
- *Building elevations: Materials and features, major dimensions and elevations, typical windows and doors*
- *Building sections: Materials, fire ratings and compartments, expansion joints, major dimensions and elevations, outline specifications*
- *Typical wall sections: Partition types, fire-rated assemblies*
- *Integrated sections/plans: Architectural, structural, mechanical, electrical, and plumbing systems depicted on the same drawings to show how they fit together*
- *Schedules: Room finishes, doors, windows, vertical transportation*
- *Structural: Foundation plan, floor framing, roof framing, typical notes and details, outline specifications*
- *Mechanical: Equipment rooms and distribution zones, riser diagrams, equipment rooms, outline specifications*
- *Electrical: Equipment rooms and distribution zones, riser diagrams, equipment schedule, outline specifications*
- *Plumbing: Equipment rooms and distribution zones, riser diagrams, equipment rooms, outline specifications*

- *Outline specifications: Brief description of the project, architectural materials and systems, engineering specifications*
- *Visualization: Models, mockups, material samples, renderings, computer models, animations, sketches, lighting studies*
- *Other material: Code and zoning analysis, floor area summaries, LEED rating summary*
- *Meeting with City staff to present DD deliverables*

1.3 Construction Document Services

The Consultant shall produce drawings with greater detail than the DD drawings. These drawings shall include specifications for construction, details and materials. The construction drawings shall show, in graphic and quantitative form, the extent, configuration, location, relationships, and dimensions of the work to be done. They shall contain site and building plans, elevations, sections, details, diagrams, and schedules.

In addition to drawn information, they may include photographs, other imported graphics, and printed schedules.

The construction specifications shall be finalized for inclusion into the bid package.

The Consultant shall submit 90% complete building plans to the City's Building Department for plan check (no fee). Corrections and comments shall be included in the 100% complete plans and specifications. The Consultant shall receive Building Department approval of the plans and specifications to complete the construction document phase.

Deliverables:

- *The final plans, specifications that include all pertinent information required for a Consultant to price and build the project.*
- *Final Construction Cost Estimate*
- *Meetings with City staff to present both the 90% and 100% plans and specifications.*

1.4 Construction Bidding Phase

Bidding procedures will be the responsibility of the City. While the construction package is being advertised for bids, all questions concerning the intent shall be referred to the City for resolution. In the event that any items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decision and bid addendum by the City, or by a covering change order after the award of the construction contract.

1.5 Construction Support Phase

- (1) All construction support work shall be coordinated with the City.
- (2) Consultant shall furnish, at the Consultant's sole cost and expense, all necessary drawings for corrections and change orders required by errors and omissions of the Consultant. The original tracing(s) of the drawings and contract wording for the change orders shall be submitted to the city for duplication and distribution.
- (3) Consultant will receive written notification of the award of a construction contract. Upon such notification, Consultant will proceed with the services required by the Agreement.
- (4) Consultant is required to attend the pre-construction meeting with the successful construction Consultant upon notification by the City.
- (5) Consultant shall review and approve all submittals and shop plan drawings required supporting the construction contract. Consultant shall complete shop drawings reviews within one (1) week of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.
- (6) Consultant shall be available as requested by the City to resolve discrepancies in the contract documents. Consultant shall bring to the attention of the City any defects or deficiencies in the work by the construction Consultant which the Consultant may observe. Consultant shall have no authority to issue instruction on behalf of the City, or to deputize another to do so.
- (7) The Consultant shall prepare and deliver to the City the final as-built plans incorporating field-marked prints supplied by the City. Upon completion of construction, the City will submit field-marked prints to the Consultant. Consultant shall incorporate all changes to the plans electronically with all necessary revision notations and submit to the City.

1.6 Standard of Performance

All work performed by the Consultant or any Sub-Consultants on this project is to be first class and performed to the highest professional and architectural standards.

1.7 Work To Be Performed or Provided By the City

1. Prepare and execute all utility Agreements
2. Distribute public information
3. Advertise and award construction contracts
4. Prepare and execute Agreements with other agencies or entities
5. Administer construction contract
6. Resolve all construction claims

7. Upon contract award, City will:

Provide copies of record plans as available

Provide standard city boilerplate specifications

Furnish electronic design file with City title block and title sheet (24" x 36")

Process plans for governmental agency approvals having jurisdiction over the project and pay for all plan check fees.

Act as a liaison with the appropriate decision making bodies.

1.8 Compensation

The fees for On-Call services shall be billed on a time and material basis based on the hourly fee schedule of the Consultant.

Other direct costs, intended to be charged to the City, need to be stated. No mark-ups will be allowed for other direct costs.

EXHIBIT B

SAMPLE PROPOSAL EVALUATION FORM

<u>CONSULTANT/FIRM NAME:</u>		
Criteria	Max Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work	25	
Quality of staff for work to be done	15	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	10	
Financial responsibility	10	
Familiarity with local and regional approving agencies	5	
Total	100	

Evaluator

Print Name: _____

Signature: _____

Date: _____

Contract Manager

Initials: _____

Date: _____

EXHIBIT C

SAMPLE DESIGN PROFESSIONAL SERVICES AGREEMENT SAMPLE PROFESSIONAL SERVICES AGREEMENT (non-design)

EXHIBIT D

LEVINE ACT STATEMENT

Levine Act Statement

*****PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED LEVINE
ACT STATEMENT*****

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$500 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

This statement must be provided for the company and for each consultant who will work with the City.

City of El Centro Council Members as of the date of this RFP are as follows:

Mayor Sonia Carter
Mayor Pro-Tem Marty Ellett
Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP?
_____ YES _____ NO
If yes, please identify the Council Member: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES _____ NO
If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

DATE

(SIGNATURE OF CONSULTANT)

EXHIBIT E
SAMPLE TASK ORDER

SAMPLE CONSULTANT TASK ORDER #
FOR CITY OF EL CENTRO ON-CALL CONTRACT

PROJECT NAME: On-Call Services CONSULTANT: Engineering Firm
LOCATION: Various in City of El Centro ADDRESS: Somewhere, CA

This task order scope is made by and between the CITY OF EL CENTRO, acting through the Public Works Director, "CITY", and Engineering Firm, Somewhere, CA "CONSULTANT."

WHEREAS, CITY and CONSULTANT have entered into a contract, known as "AGREEMENT FOR ON-CALL CONSULTING SERVICES BETWEEN THE CITY OF EL CENTRO AND _____SERVICES"; which was fully executed on _____ by Resolution No. _____

WHEREAS,

1. CITY has solicited proposals for specific scope of work (Sub-Tasks) to be performed through this Task Order, herein attached as Exhibit A in accordance with section 1.2 of the On-Call agreement.
2. CITY has received a cost proposal for said Task Order herein attached as Exhibit B in compliance with Article III of the On-Call agreement.

NOW THEREFORE, it is mutually agreed to supplement the agreement as follows:

1. The original agreement is extended by a period of 0 yrs as it relates to the scope of this Task Order from today's date in order to complete the work independent of any other extension to the original agreement.
2. CITY and CONSULTANT may mutually elect to further extend this Task Order's time in order to complete its scope of work.
3. In accordance with section 1.4 of the On-Call Agreement, CITY directs CONSULTANT to proceed with said Task Order at the rate established in the cost proposal.
4. Said scope and cost shall be tracked solely under this Task Order and shall be independent of other Task Orders executed under the original on-call contract.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, this Task Order is executed by the City of El Centro, acting by and through the Director of Public Works, pursuant to section 1.2 of the On-Call agreement, authorizing such execution, and by the Consultant.

Dated this _____ day of _____, 20__.

THE CITY OF EL CENTRO

By:

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

Date: _____

I HEREBY CERTIFY I can legally bind _____ and that I have read all of this Task Order,
this _____ day of _____, 20__.

By: _____
Authorized Representative

Title:

Print Name: _____

Date: _____

EXHIBIT G

SAMPLE CONSULTANT TASK ORDER # FOR CITY OF EL CENTRO ON-CALL CONTRACT

PROJECT NAME: On-Call Services CONSULTANT: Engineering Firm
LOCATION: Various in City of El Centro ADDRESS: Somewhere, CA

This task order scope is made by and between the CITY OF EL CENTRO, acting through the Public Works Director, "CITY", and Engineering Firm, Somewhere, CA "CONSULTANT."

WHEREAS, CITY and CONSULTANT have entered into a contract, known as "AGREEMENT FOR ON-CALL CONSULTING SERVICES BETWEEN THE CITY OF EL CENTRO AND _____ SERVICES"; which was fully executed on _____ by Resolution No. _____

WHEREAS,

1. CITY has solicited proposals for specific scope of work (Sub-Tasks) to be performed through this Task Order, herein attached as Exhibit A in accordance with section 1.2 of the On-Call agreement.
2. CITY has received a cost proposal for said Task Order herein attached as Exhibit B in compliance with Article III of the On-Call agreement.

NOW THEREFORE, it is mutually agreed to supplement the agreement as follows:

1. The original agreement is extended by a period of 0 yrs as it relates to the scope of this Task Order from today's date in order to complete the work independent of any other extension to the original agreement.
2. CITY and CONSULTANT may mutually elect to further extend this Task Order's time in order to complete its scope of work.
3. In accordance with section 1.4 of the On-Call Agreement, CITY directs CONSULTANT to proceed with said Task Order at the rate established in the cost proposal.
4. Said scope and cost shall be tracked solely under this Task Order and shall be independent of other Task Orders executed under the original on-call contract.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, this Task Order is executed by the City of El Centro, acting by and through the Director of Public Works, pursuant to section 1.2 of the On-Call agreement, authorizing such execution, and by the Consultant.

Dated this _____ day of _____, 20__.

THE CITY OF EL CENTRO

By:

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

Date: _____

I HEREBY CERTIFY I can legally bind _____ and that I have read all of this Task Order,
this _____ day of _____, 20__.

By: _____
Authorized Representative

Title:

Print Name: _____

Date: _____



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-403)

Item: 17.

Meeting: 12/16/2025 3:30 PM

Department: Public Works

Category: Resolution

Prepared by: Rocio Ruelas , Staff
Assistant

Department Head: Abraham Campos

DOC ID: 2025-403

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC., FOR ON-CALL CIVIL ENGINEERING- WATER AND WASTEWATER TREATMENT SERVICES.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 25- RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC., FOR ON-CALL CIVIL ENGINEERING- WATER AND WASTEWATER TREATMENT SERVICES.

FISCAL IMPACT:

Contract is not to exceed one million dollars (\$1,000,000.00) through out the term of the agreement. This will be through the approval of various task orders through out the life of the contract.

Award of the contract will not obligate the City to purchase any specific level of effort from any firm as task orders will be issued by the City Manager or Public Works Director to assign work on an as-needed, project-by-project basis. Funding for each project will be budgeted in the Citywide Capital Improvement Program (CIP) budget which is adopted through the annual budget process. If a non-budgeted project arises, staff will return to Council to request funding as needed. Funding sources may include the general fund, enterprise funds as well as other sources such as Measure D, Gas Tax, SB1 and other grants.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

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

The consultant went through a request for proposals and an evaluation process. Any missing documentation, such as a business license, will be obtained before issuance of Notice to Proceed ("NTP").

BACKGROUND:

In late 2020, the City Council awarded a series of contracts to on-call consultants. These contracts in essence, pre-approve consultants for design work, construction management work, special studies, etc. This expedites the award of work and eliminates the need to do RFP's, interviews, etc., for contract which may be small in value, which may discourage firms from submitting due to the cost of preparing for a RFP and interview process.

Generally, these contracts are not utilized for certain grant funds, as grant funds have

added language that may not be included in the on-call contracts and that does not apply for all projects. As such, grant funded projects generally go through contracts outside of the on-call approved contract list.

On-call contracts have been used in the past to do design work funded by park impact fees, general fund, water enterprise, wastewater enterprise, Measure D and SB1 funds. Individual Task Orders are issued for projects that fit within the scope of the on-call contract.

Projects in the past have included the Imperial Avenue Extension design, studies and portions of the Southern Pump Station project, various construction management contracts for Measure D projects and some water and wastewater projects to name a few. Task Orders are funded from approved budget funds.

DISCUSSION:

The current list of On-Call contracts began to expire at the beginning of August 2025. To replace the contracts, Public Works' staff divided the on-call disciplines into two groups. One Request for Proposals (RFP) was prepared for Civil Engineering- General and Civil Engineering- Water and Wastewater Treatment, while another was prepared for the On-Call Architectural Design and Construction Management and Inspection Services.

On August 19, 2025, the City Council, during its regular meeting, approved the Request for Proposals(RFP) for four on-call disciplines. Each RFP was advertised and released as follows:

1. Request for Proposals (RFP) for On-Call Civil Engineering - General and On-Call Civil Engineering- Water and Wastewater Treatment was published in the Imperial Valley Press on August 22, 2025, with an initial deadline of September 19, 2025, and then revised via addendum to October 3, 2025.
2. Request for Proposals (RFP) for On-Call Architectural Design, and Construction Management and Inspection Services was published in the Imperial Valley Press on August 26, 2025, with an initial deadline of September 26, 2025, and then revised to October 10th, 2025.

These are the disciplines where we expect to have the need for these contracts. Each applicant was required to specify the discipline for which they were submitting a proposal.

Under this Council approval request, we are focusing on consultants who submitted proposals for the Civil Engineering — Water and Wastewater Treatment Services portion of the RFP. For this discipline, the City received four proposals. The proposals were evaluated by a panel of three city staff members. Based on the scores, four firms were selected and will be recommended for contract award, which includes the following in no particular order:

- Dudek.
- Lee + Ro, Inc.
- NV5, Inc.
- The Holt Group, Inc.

A separate Council agenda report, agreement, and resolution is being prepared for each

firm. Each agreement would be limited to \$250,000 per fiscal year for each fiscal year the agreement is active. However, as each agreement will be for on-call, as-needed services, there is no guarantee on any level of services from any firm. Each contract has an initial Two (2) year life with the option to provide for three (3) individual one (1) year extensions for a possible total five (5) year contract.

In this report, staff seeks approval of an on-call contract for the Civil Engineering — Water and Wastewater Treatment Services with NV5, Inc.

CONCLUSION:

Adopt Resolution No. 25- RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC., FOR ON-CALL CIVIL ENGINEERING- WATER AND WASTEWATER TREATMENT SERVICES.

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement- NV5 Inc

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL
CENTRO APPROVING A DESIGN PROFESSIONAL SERVICES
AGREEMENT WITH NV5, INC., FOR ON-CALL CIVIL
ENGINEERING-WATER AND WASTEWATER TREATMENT
SERVICES.

WHEREAS, on-call professional Civil Engineering-Water and Wastewater Treatment services agreements are an effective way to retain consultants to ensure that public works projects and programs are delivered in a timely and cost-effective manner; and

WHEREAS, pursuant to City Code Section 2-174, the City of El Centro (“City”) identified a need for on-call, specialized Civil Engineering-Water and Wastewater Treatment consulting services and released a Request for Proposal for such services through the City’s Public Works Department; and

WHEREAS, on October 3, 2025, the City received proposals which were evaluated and ranked to determine the most qualified consultants; and

WHEREAS, NV5, Inc.(“Consultant”) was amongst those consultants chosen to enter into an on-call agreement with the City; and

WHEREAS, such services will be awarded on a Task Order basis as the budget allows; and

WHEREAS, it is necessary for the City Council of the City of El Centro, California (the “City Council”) to approve a Design Professional Services Agreement with Consultant for On-Call Civil Engineering – Water and Wastewater Treatment Services (“Agreement”); and

WHEREAS, the City Council finds that its approval of the Agreement 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.
2. That the City Council authorizes the Agreement in a not-to-exceed amount of one million dollars (\$1,000,000) for the total term of the Agreement (for two years, with the possibility of up to three (3) one-year extensions), with the understanding that services will be provided on an as-needed basis and Task Order basis as further set out in the Agreement, with no guarantee of any level of effort from Consultant.
3. That the City Manager is hereby authorized to sign the Agreement on behalf of the City, a copy of which is on file in the Office of the City Clerk.
4. That the Public Works Director is hereby authorized to execute Task Orders up to fifty thousand dollars (\$50,000) each for budgeted projects.

5. That the City Manager is hereby authorized to execute Task Orders for budgeted projects above fifty thousand dollars (\$50,000) and under two-hundred thousand dollars (\$200,000); task orders above that amount shall be approved by the City Council.

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 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 the 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

DESIGN PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), is made and effective as of the last signature date in this agreement, between the City of El Centro ("City"), a municipal corporation, and NV5, Inc. ("Consultant"), a stock corporation. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence upon the issuance of the Notice to Proceed ("NTP") and shall remain and continue in effect until the professional services described herein are completed, but in no event later than two (2) years from the date of approval and may be extended for up to three (3) one (1) year extensions by mutual agreement unless sooner terminated pursuant to the provisions of this Agreement. All days set out in this Agreement are calendar days unless otherwise provided.

II. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (the Tasks to be Performed or Tasks). Consultant shall complete the Tasks according to the schedule of performance which also is set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing. A sample Task Order is attached and incorporated as Exhibit G.

III. PERFORMANCE BY CONSULTANT

- A. Consultant shall at all times faithfully, competently, and to the best of their ability, experience, and talent, perform all Tasks. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.
- B. Consultant immediately shall notify the City Representative in writing of any delay in completion of the services. Such notice shall include the reason for such delay and a reasonable estimate of the length of the delay. If the delay materially effects performance of the Services, the City may terminate this Agreement under Section VI (Termination) or VII (Default).
- C. Force Majeure. If delays in performance of the services are caused by the following unforeseen events or conditions beyond the reasonable control of City or Consultant, the time for performance may be extended by City only for the period of such events: war, changes in law or government regulation, labor disputes or strikes; fires, floods, adverse weather or other natural conditions preventing work; or inability to obtains materials, equipment or labor when the Consultant provides the City with timely evidence of its inability to obtain personnel.

- D. Consultant may terminate this Agreement without cause upon providing at least 60 days prior written notice to the City of such termination. Within such time period, the Consultant shall complete any work necessary for the orderly termination of its consulting services

IV. CITY REPRESENTATIVE

City's Public Works Director shall represent City in all matters pertaining to the administration of this Agreement, review and approve all products submitted by Consultant, but not including the authority to change the compensation due to Consultant except as provided in this Agreement (the "City Representative")

V. PAYMENT

- A. The City agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One million dollars (\$1,000,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any such authorized additional services in the amounts and in the manner as agreed to by the City and Consultant at the time City's written authorization is given to Consultant for the performance of such services and/or as set for in Exhibit B.
- C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. City shall use reasonable efforts to pay within forty-five (45) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall use its best efforts to give written notice to Consultant within forty-five (45) days of receipt of an invoice of any disputed fees set forth on the invoice.
- D. It is understood and agreed that the City's obligation to proceed under this Agreement is conditioned upon the appropriation of funds. If anticipated funds for payment under this Agreement are not forthcoming or are insufficient, the City shall have the right to terminate this Agreement without penalty upon ten (10) days prior written notice to Consultant. Notwithstanding, the City also may determine a source of additional funds.

VI. CITY'S SUSPENSION OR TERMINATION OF AGREEMENT

- A. Except as otherwise provided herein below, the City may suspend or terminate this Agreement, or any portion hereof, without cause and for convenience by serving written notice of termination upon the other party at least ten (10) calendar days prior to the date of termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Consultant will submit an invoice to the City as provided above.

VII. DEFAULT

- A. Either Party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control under Section III C above (force majeure), the provisions of that sub-section shall apply.
- B. If the City Representative determines the Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of default to cure the default as directed by the City in the notice of default. In the event the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

VIII. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the City at reasonable times to such books and records; shall give City the right to examine and audit said

books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

IX. INDEMNIFICATION AND DEFENSE

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault.

Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, and the parties cannot mutually agree on Consultant's percentage of fault, the parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

X. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have

control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

XI. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by this reference as though set forth in full.

XII. LEGAL RESPONSIBILITIES

- A. The Consultant shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.
- B. Licenses. At all times during the term of this Agreement, Consultant shall have in effect all licenses required for the performance of the services described in this Agreement.
- C. City Business License: At all time during the term of this Agreement, Consultant shall have in effect a City business license.
- D. Non-discrimination. Consultant shall not discriminate on the basis of any protected state or federal class or association with such class in its solicitation, selection, hiring or treatment of its employees, vendors or suppliers. Consultant understands that violation of this requirement shall be a material breach of this Agreement and may result in its termination, debarment or other sanctions. This requirement shall be placed in all agreements between the Consultant and its employees, vendors and suppliers.
- E. Drug-free Workplace. Consultant agrees to insure a drug free workplace. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form as provided

by the City. The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of the prohibition. The Consultant also shall establish a drug-free awareness program to inform employees about all of the following: the dangers of drug abuse in the workplace; the policy of maintaining a drug free workplace; available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations. In addition, the Consultant shall post the drug free policy in a prominent place.

- F. No Use of City logo or Product Endorsement. The Consultant agrees that any advertisement or notification identifying or referring to the City as a client of the Consultant requires the prior written approval of the City. No City logo or other identifying mark may be used without the prior written approval of the City.

XIII. CONFLICTS OF INTEREST XX

- A. Undue Influence. Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.
- B. No Benefit to City Employees. During their tenure and for one year thereafter, no officer or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the services under this Agreement shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.
- C. Consultant covenants that neither Consultant nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subconsultant. To the extent applicable, Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work

under this Agreement.

- D. Form 700. Consultant is subject to all applicable federal, state and local conflict of interest laws, regulations and policies applicable to its contract with the City and procurement practices related to such contract, including but not limited to the those under the Political Reform Act and its regulations or California Government Code Section 1090 et seq. Consultant may be required to complete Form 700's or similar forms as determined under Exhibit D, attached and incorporated.
- E. Levine Act Compliance. The Consultant shall complete and comply with the provisions of Exhibit E, attached and incorporated, regarding compliance with the Levine Act.

XIV. RELEASE OF INFORMATION

- A. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without prior written authorization from the City Attorney or designee, or unless requested by the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- B. Consultant promptly shall notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to Discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

XV. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service; (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery; or (iii) United States mail,

certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY: City of El Centro
 1275 Main St.
 El Centro, CA 92243
 Attention: City Clerk

TO CONSULTANT: NV5, Inc. [NAME]

 15092 Avenue of Science, Suite 200
 San Diego, CA, 92128

 Attention: Aaron Schneider, P.E.
 Project Manager

XVI. ASSIGNMENT

- A. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Due to the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- B. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision identical to the one provided herein identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.
- C. NV5, Inc. may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Aaron Schneider, P.E., from Consultant's employ. Should Aaron Schneider, P.E., leave Consultant's employ, the City shall have the option to immediately terminate this Agreement. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

XVII. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation

concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

XVIII. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, negotiations, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

- A. No waiver or failure of either Party to insist upon the strict performance by the other shall be a continuing waiver of any breach of this Agreement, nor shall such waiver affect or alter this Agreement, and each provision hereof shall continue in full force and effect. No change to any term or condition of this Agreement, nor any verbal understanding of the Parties shall be valid unless in writing as set forth in this Agreement.
- B. Nothing contained this Agreement shall be considered a limit upon the charter city powers of the City.
- C. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in its drafting.
- D. In any conflict between the body of this Agreement and the Exhibits, the body of this Agreement shall control. If a conflict exists between any applicable law, rule, or regulation, that law, rule or regulation shall control. The most stringent requirements shall control. Each Party shall notify the other immediately upon identification of any apparently conflict or inconsistency.

XIX. SEVERABILITY

Any part, provision, or representation of this Agreement or any of its exhibits, including, which is held to be invalid, void or unenforceable by a court of competent jurisdiction, shall be limited to that part, provision or representation and all other parts, provisions, or representations herein shall remain in full force and effect.

XX. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

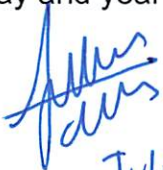
Consultant is bound by the contents of the City's Request for Proposal attached and and the contents of the proposal submitted by the Consultant, attached and incorporated as Exhibit A. In the event of conflict, the requirements of City's Request for Proposal and this Agreement shall take precedence over those contained in the Consultant's proposal. The incorporation of the Consultant's

proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

XXI. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of the Consultant and have the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

NV5, Inc. By: 
(Signature) _____
Julian Palacios

(Typed Name)
Engineering Manager

(Title)

City of EL Centro
A Municipal Corporation

Robert Sawyer, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
City Attorney

By: _____

- | | | |
|--------------|-----------|-------------------------------|
| Attachments: | Exhibit A | Consultant's Proposal |
| | Exhibit B | Fee Schedule Exhibit C |
| | | Insurance Requirements |
| | Exhibit D | Conflict Financial Disclosure |
| | Exhibit E | Levine Act Certification |
| | Exhibit F | City RFP |
| | Exhibit G | Sample Task Order |

EXHIBIT A

CONSULTANT'S PROPOSAL

PROPOSAL // OCTOBER 3, 2025

**On-Call Services for Civil Engineering —
Water & Wastewater Treatment**



**CITY OF EL CENTRO
PUBLICWORKS**
Serving our community by sustaining and improving life



Serving The Community by Sustaining and Improving Life

N|V|5

SUBMITTED BY
NV5, Inc.
15092 Avenue of Science,
Suite No. 200
San Diego, CA 92128

PREPARED FOR
City of El Centro
Department of Public Works
307 W. Brighton Ave.
El Centro, CA 92243

PN: 2810225-0011099.00



October 3, 2025

City of El Centro
Attn: Abraham Campos, PE
Public Works Director/City Engineer
307 W. Brighton Ave.
El Centro, CA 92243

SUBJECT: On-Call Civil Engineering Services — **Water & Wastewater Treatment**

Dear Mr. Campos,

NV5, Inc. is excited to have the opportunity to provide On-Call Civil Engineering Services for **Water & Wastewater Treatment** to the City of El Centro (City). With the City's central location in one of Southern California's most promising new commercial and industrial regions, we understand the importance of building and maintaining sustainable infrastructure. Our team has the technical knowledge and experience to deliver services for these projects in the most cost-efficient and cost-effective manner to meet the City's needs. NV5's strengths include the following:

Current Partnership: We operate with a working knowledge of your staff, processes and environment, enabling us to provide outstanding services with little learning curve. NV5 has completed numerous water and wastewater engineering projects for the City, including improvements to the Wastewater Treatment Plant (WWTP) for its aeration system, replacement of UV disinfection units, and work on digestors and clarifiers. NV5 was also contracted to help with the design for improvements to the Imperial Avenue Sewer Pipeline, and our team prepared a water and wastewater management master plan for upgrades to the City's related infrastructure.

Experienced Team: NV5's proposed team includes **Project Manager Aaron Schneider, PE, QSD/P; Quality Assurance/Quality Control Manager Julian Palacios, PE; and Project Engineers James Owens, PE, LEED AP, Steven Granados, PE, QSD/P, and Shen Huang, PE.** This same team has cohesively completed similar water and wastewater projects over the years, maximizing efficiency and quality — assuring that we can complete the best deliverables for you. For this contract, Mr. Schneider will serve as your point of contact — responsible for technical aspects, staffing, budgets, scheduling, and managing our staff based out of our San Diego office.

Subconsultant: NV5 has a strong and successful working relationship with our subconsultant **Dudek**, who we have worked with on numerous projects for various agencies throughout Southern California. Dudek will provide peer review and hydraulic modeling services.

One-Stop Shop: NV5 is a full-service firm offering high-level services required for your projects and will provide those services in house. Our firm has a deep bench of more than 5,000 professionals — more than 500 of them in Southern California — who can be made available to the City quickly to support your projects. NV5's team has multi-disciplinary specialties relevant to the City's projects, such as water and wastewater design, construction management, community relations, stormwater quality, geotechnical, and surveying services. By providing access to specialists in an array of engineering disciplines under one roof, NV5 provides the unique ability for seamless coordination and rapid turnaround. As a result, our clients have experienced a savings in cost and schedule.

On-Call Experts: NV5 excels in executing multiple task orders simultaneously, thanks to our robust infrastructure and extensive experience in managing over 100 Master Service Agreements (MSAs). We have a large pool of professionals who are adept at swiftly adjusting resources to meet the dynamic needs of our clients. This flexibility assures that we can respond promptly to task order requests, maintaining high standards of efficiency and quality. Our proven track record in handling complex, large-scale as-needed contracts demonstrates our capability to deliver exceptional results, even under tight deadlines and varying demands.

2. COVER LETTER

Owner's Representative Experience: NV5 is currently providing Owner's Representative/Owner's Consultant services for the City of Oceanside's Progressive Design-Build of the Oceanside Mesa Garrison Force Main and Lift Station, for the City of Vista's Capital Improvement Program, and for the Hi-Desert Water District's Septic-to-Sewer Project, Phase II. We are familiar with the responsibilities of this role including risk analysis, critical path schedule reviews, independent analysis of options, reviewing estimates, and overall general advice to the team as options are considered. We pride ourselves on a collaborative process and our team is focused on helping these projects succeed for all parties.

Addendum Acknowledgment: We have received Addendum No. 1 dated September 10, 2025, containing changes to the RFP, deadline changes, and answers to the Planet Bids Q&A submissions. We have also received Addendum No. 2 dated September 25, 2025, containing additional Q&A answers.

Proposal Authorization and Validity: This proposal has been signed by **Jeffrey M. Cooper, PE**, a company officer authorized to bind the firm. All information submitted with this proposal is true and correct.

We hope you will agree that NV5 brings the necessary people, expertise, experience and resources together to provide the optimal choice for your water and wastewater needs. We appreciate the opportunity to submit our qualifications and look forward to continuing our relationship with the City. If you need further information, I may be reached by phone at (858) 385-0500, or electronically at aaron.schneider@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5, Inc.


Aaron Schneider, PE, QSD/P
Project Manager


Jeffrey M. Cooper, PE
EVP, Chief Operating Officer

COMPANY INFORMATION/CONTACT

Name: NV5, Inc.
Address: 15092 Avenue of Science, Suite 200,
San Diego, CA 92128
Telephone Number: (858) 385-0500
Email of Contact: aaron.schnieder@nv5.com





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EXECUTIVE SUMMARY

The City is seeking a qualified consultant to provide on-call civil engineering services for water and wastewater treatment projects. NV5 has been performing on-call services for public agencies for more than 75 years. We understand that capacity, clear communication, strong project management skills and technical excellence are the keys to effective as-needed contracts, and we will bring all of these skills to meet your needs.

APPROACH TO ON-CALL CONTRACTS

NV5's team is well rounded and brings solid experience to on-call consultant contracts and has a group dedicated to water and wastewater engineering projects. We give the same attention to the smallest task as we do to the most complex issue. Our team provides a proven, client-focused approach that saves time, assists in the decision process and facilitates a positive project completion.

We understand the City's requested services may vary significantly in size, type, subject matter and technical difficulty. The team that NV5 has assembled specifically for this assignment has the depth of resources and technical expertise to address almost any engineering issue that needs to be solved. With over 500 staff in Southern California, we are one of the larger engineering firms and will make resources available to meet the schedule demands of projects of almost any size.

Our approach to project management includes:

- A hands-on project manager who can oversee multiple projects and deadlines to meet your expectations by coordinating closely with City staff and identifying critical path issues as early as possible.
- NV5 strongly supports holding a kickoff meeting for each task order and engaging all parties who may have an interest in the project, including staff from

affected City departments, especially maintenance and operations personnel. Their input is vital so the end user's needs and desires are identified early and become one of the principal goals of the project.

- Issues such as integrating construction with ongoing operations, constructability, the ability to operate and maintain new facilities, equipment preferences, and similar issues are best addressed, in our opinion, as part of an ongoing dialogue with essential team members — that is why communication is key.
- Every project requires oversight and management to stay on task and on schedule. NV5 will work closely with City staff in the most complete, cost-effective and efficient manner to keep task orders focused.

Proposed Line of Communication

Communication is critical on as-needed contracts to keep the City informed of the project status and to address questions.

NV5 Project Manager Aaron Schneider, PE, QSD/P, will be the overall point of contact for City staff. He is hands-on and understands the details of planning, design, construction support, construction management, and inspection, as well as the big picture. Progress and resolution of design and schedule issues will be communicated through regular face-to-face meetings, video conference calls, emails and telephone contact, and supplemented by monthly written progress reports on larger task orders.



Quality Assurance/Quality Control

Accurate, complete and timely deliverables are our highest priority. NV5 has implemented a Quality Management Plan (QMP) as a standard procedure that involves all project team members. Quality control and quality assurance are an integral part of NV5's culture, and we ask the same level of commitment from all our disciplines and subconsultants.

SCOPE OF WORK — SAMPLE DESIGN PROJECT

NV5 understands many of El Centro’s water and wastewater system needs and knows how to work in a timely, cost-effective manner — with minimal impacts to your stakeholders. We have reviewed the tasks included in the scope of work; we understand what is needed and are committed to completing assigned tasks in the most cost-effective manner. We have included a sample scope of work for a typical preliminary design report created for a wastewater treatment plant improvement project to demonstrate how we describe our project understanding, tasks to be completed, deliverables, assumptions and exclusions for a typical task order proposal.

FIRM OVERVIEW AND ON-CALL CONTRACT EXPERIENCE

NV5 was established in San Diego in 1949 in order to better serve local needs throughout the Southern California region. Our local team includes more than 500 highly qualified professionals who have collectively worked for multiple local agencies in Imperial and San Diego counties — including for the City of El Centro. NV5’s longevity in the region provides the City with a consultant who has a clear understanding of the local issues as they relate to the successful completion of all projects ranging from the very simple to the most complex.

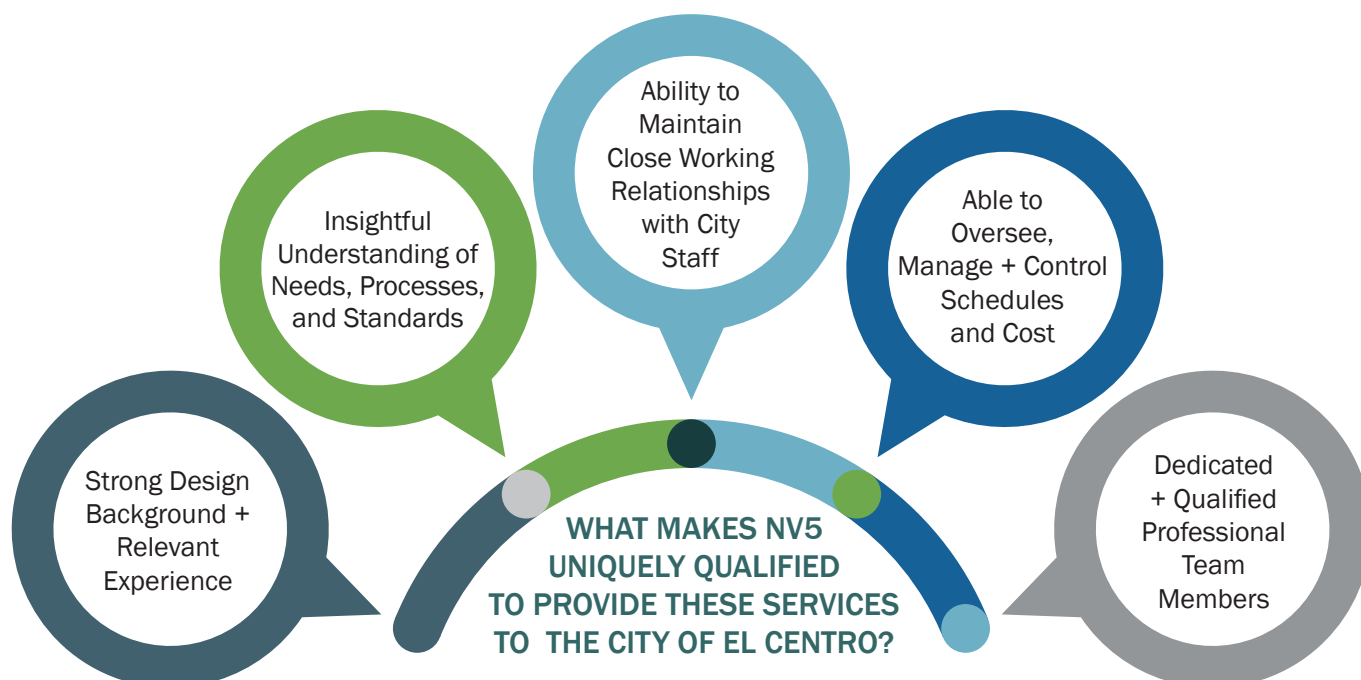
We maintain an extensive history of working with various local agencies. Throughout the course of completing myriad public works capital improvement projects, our team has demonstrated an unparalleled ability to work well with local agency staff, project stakeholders, engineers and contractors. We have successfully delivered projects in a timely and cost-effective manner, and we have acquired a keen understanding of local agency requirements, a critical element in the facilitation and resolution of project issues.

REFERENCES

NV5 has provided on-call engineering services for numerous public agencies throughout the region. We are uniquely qualified to support the City and will prove our commitment to provide superior service. That commitment is one reason why the majority of our work comes from repeat clients — an indicator of client satisfaction. We invite you to contact our references provided on page 20 of this proposal.

TEAM QUALIFICATIONS

Project Organization and Key Personnel: NV5 has assembled a proven team of highly qualified engineering professionals and subconsultants to meet the needs of this as-needed contract. Team members have been selected based on their experience and expertise with the scope of anticipated services, availability to the City, and extensive familiarity with local conditions.



Project and Management Approach to As-Needed Contracts

NV5's team is well rounded and brings solid experience to as-needed engineering contracts and has a group dedicated to water and wastewater engineering projects. We give the same attention to the smallest task as we do to the most complex issue. Our team provides a proven, client-focused management approach that saves time, assists in the decision process and facilitates a positive project completion.

We understand the City's requested services may vary significantly in size, type, subject matter and technical difficulty. The team that NV5 has assembled specifically for this assignment has the depth of resources and technical expertise to address almost any engineering issue or problem that needs to be solved. **With over 500 staff in Southern California, we are one of the larger engineering firms and can make resources available to meet the schedule demands of projects of almost any size.**

Our approach to project management includes:

- A proven, hands-on project manager who can oversee multiple projects and deadlines to meet your expectations, coordinating closely with City staff and identifying critical path issues as early as possible.
- NV5 strongly supports holding a kickoff meeting for each task order and engaging all parties who may have an interest in the project, including staff from affected City departments, especially maintenance and operations personnel. Their input is vital so the end user's needs and desires are identified early and become one of the principal goals of the project.
- Issues such as integrating construction with ongoing operations, constructability, the ability to operate and maintain new facilities, equipment preferences, and similar issues are best addressed, in our opinion, as part of an ongoing dialog with essential team members — that is why communication is key.
- Every project requires oversight and management to stay on task and on schedule. NV5 will work closely with City staff in the most complete, cost-effective and efficient manner to keep task orders focused.

RESOURCE ALLOCATION

NV5 understands an as-needed contract is just that. When you call requesting assistance, we will be ready to provide it. Our firm can commit the resources necessary to meet the City's scheduling needs. Client service is our mantra,



and NV5 can draw upon more than 500 individuals in Southern California.

PROPOSED LINE-OF-COMMUNICATION

Project Manager Aaron Schneider, PE, QSD/P, — who brings 19 years of water and sewer planning, design, construction support, construction management, and inspection experience — will be the overall point of contact for City staff. He is hands-on and understands the details of planning, design and construction, as well as the big picture. Progress and resolution of design and schedule issues will be communicated through regular face-to-face meetings, video conference calls, emails and telephone contact, and supplemented by monthly written progress reports on larger task orders.

With his knowledge of NV5's team, he will be able to match the specific service requested by the City with our staff best suited to provide it. He will coordinate directly with any necessary subconsultants.

FUNDING ASSISTANCE

NV5 has extensive experience providing strategic advisory support to advance applications submitted by water utilities throughout Southern California. These

agencies sought state and federal funding to implement capital improvement projects, including those receiving financial assistance from the State Water Resources Control Board. NV5 can assist the City in identifying available funding sources for water/wastewater projects financing that the City is eligible to apply for. NV5 can review funding opportunities that are published on the California Financing Coordinating Committee and USEPA Water Finance Clearinghouse websites. NV5 can assist in summarizing information regarding funding opportunities and upcoming regulations for the City's Project Manager, General Manager and board members.



PROJECT SCHEDULE

In its Scope of Services, NV5 will describe the submittals to be provided to the City. These submittals will be a key metric for the progress of the project. Our experience has shown that working closely with the operators early in the process leads to great success. The City's operators have extensive knowledge of the City's water and

wastewater treatment systems and operating preferences. Communication is critical on as-needed contracts to keep the City informed of the status, to address questions and review decision points along the design process. Depending on the scope of work and schedule, we will provide the City's Project Manager with an update on a monthly basis, at a minimum. The update will include the status of all of the current task authorizations, completed activity, anticipated hurdles and milestones, and an updated schedule.

More frequent and detailed updates will be provided if the schedule dictates and as requested by the City. It is not unusual for an as-needed contract to have weekly updates if there are a large numbers of smaller task orders. As multiple task orders are approved, we will note frequency of updates requested by task orders in a spreadsheet that we maintain of open task orders.

When required for projects with set milestones due to funding, system operation, or other constraints, we prepare a detailed, task-driven schedule for every large task order under on-call design contracts. Setting specific dates for intermediate milestones allows us to monitor progress and determine if remedial action is necessary to correct slippage in the schedule. The project schedule is shared internally with project team members, discipline task leaders, and subconsultants to maintain project progress and communicate the anticipated workflow and deliverables. The project schedule will initially be prepared and regularly updated with durations and milestones indicated for each major task. The project schedule will be updated and distributed to the City at progress meetings. This tool provides an extremely effective communication method by not only allowing the team to see major milestone timing, but to keep each team member informed as to due dates for their individual responsibilities.

PROGRESS MEETINGS

NV5 will prepare meeting agendas and meeting minutes for each progress meeting. Meeting minutes will document decisions made during the progress meeting and list action items for each project member. Draft meeting minutes will be submitted for review and acknowledgment of each team member and will serve as a communication tool of the upcoming tasks and responsibilities.

QUALITY ASSURANCE/ QUALITY CONTROL PROGRAM

Accurate, complete and timely deliverables are our highest priority. NV5 has implemented a Quality Management Plan (QMP) as a standard procedure that involves all project

team members. Quality control and quality assurance are an integral part of NV5's culture, and we ask the same level of commitment from all our disciplines and subconsultants. The main components of our QMP are detailed below.

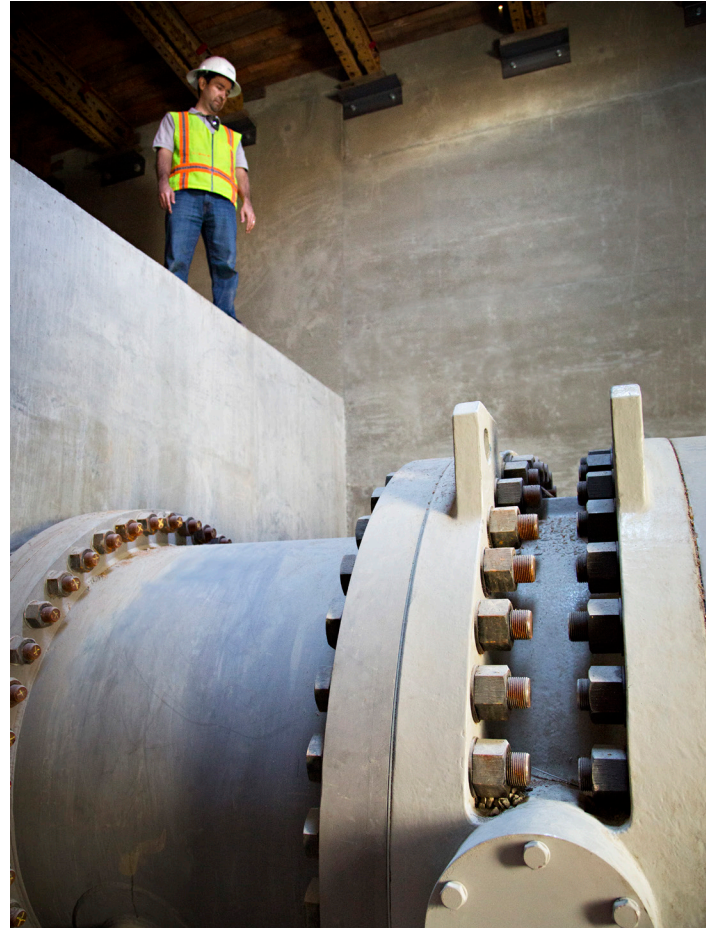
NV5 has streamlined and standardized the QA/QC process to improve project delivery. The QMP incorporates best practices to be followed; however, every project should be personalized to meet specific project intent and requirements. The objectives of NV5's QMP are:

- Identify key project quality roles and resources.
- Identify and describe quality processes and procedures applicable to the project. The QMP assures that all team members are following the same processes.
- Serve as a reference tool for the Project Manager and Project QA/QC Manager in carrying out the steps related to quality control and quality assurance.
- Provide the City with a concise picture and documentation of NV5's quality-related processes and procedures.

In addition to inclusion of QC procedures specific to the project disciplines, the QMP describes the quality assurance reviews that are to be performed for each project. Reviews include the following:

- **QC Review** – Review performed by an engineering supervisor not involved in the portion of the worked being reviewed. The objectives are to review the documents for correctness and identify (red line) incorrect calculations, assumptions, items not meeting standards, or missing information that needs to be included. This is a check for fatal flaws in the design and to verify the project standards have been met.
- **Inter-discipline Review** – Review by technical staff familiar with each individual discipline of the design (including subconsultants) for consistency and continuity and to avoid design conflicts.
- **Constructability Review** – Performed by qualified engineers to determine the constructability of a project relative to scope, schedule, construction procedure, and adherence to industry standards.
- **QA Review and Audit** – Review to verify the process and procedures of the QMP have been followed.

The QMP also identifies the need and frequency of quality audits. These audits are a means to assure that a QMP is in place, is appropriate, and is being followed. Typically



audits occur at the key project milestones (30, 60, 90% submittals). Additional optional reviews may be held if needed.

PUBLIC OUTREACH

NV5's community relations team provides public outreach and construction liaison services for water and sewer capital and infrastructure improvement projects. We bring vast experience to the City projects, which is reflected in our approach to understand City policies, early communication, protocol, and early involvement of the impacted community and stakeholders. To support the success of the City's projects, we will implement a comprehensive outreach approach that builds upon our previous projects with the City.

Our extensive public outreach experience with Southern California agencies will allow us to serve as an extension of your team and demonstrate tremendous value for the City, as well as the community at large. Specifically for CIP projects, we have communicated with thousands

of single-family, multifamily and mobile home park residents, commuters, community leaders, schools, and businesses. We have used a variety of tools to successfully communicate with these stakeholders, ranging from digital communication like mass emails, text blasts, and direct email, as well as project fact sheets, FAQs, mailers, door hangers, street signs, interactive maps, e-newsletters, webpage content, and social media posts. We've also led town hall and pop-up events at key locations — both virtually and in person — and have provided one-on-one, high-touch stakeholder interaction with residents and business owners who indicated a preference for and benefited from this type of interaction.

OWNER'S REPRESENTATIVE & CONSTRUCTION MANAGEMENT SERVICES

Our NV5 team has the experience and ability to provide owner's representative services, construction management services, and third-party review services to assist the City with projects designed by other consultants.

As an owner's representative, NV5 will facilitate collaboration with the City and the design team during the earliest stages of project development, assuring that all parties work together as a single team in developing innovative project solutions. During design, the City, the design team, and NV5 will be constantly sharing knowledge to better understand each component of the project. Having a clear understanding of the project allows the team to determine the best way to proceed with construction. Having all parties present allows the team to work through the process quickly and efficiently, identifying potential risks and getting all ideas on the table.

The role of maintaining communication lines is extremely important to collaborative delivery. NV5's focus will be to assist the City with keeping up with the status of the project and requirements and making sure project goals are maintained at each step.

During construction, continuing collaboration is essential to a successful project. As a construction manager, NV5 will establish a culture based on partnering and collaboration with the contractor and the City to facilitate "an open-door policy." This will allow the contractor and construction management team to be in close contact on a daily basis. By working together closely with the contractor, we will be able to mitigate potential issues, address field changes and conflicts, discuss potential schedule changes, and review current and following day needs for the requirements for inspection, testing, and shutdowns. Partnering workshop sessions between the project team and stakeholders will be held early in the project to promote teamwork and establish priorities for stakeholders. Specific project risks will be identified early on and listed by the project team, which allows for open discussions by each stakeholder to identify what is their greatest importance. This approach leads to mitigation of problems and fosters an easing of concerns.

NV5 will be in constant communication with the City's project manager and operations staff. Prompt attention to issues is the key to mitigating cost and schedule impacts with the City. Other items of importance include compliance with permits, funding, environmental constraints, and public outreach. The Construction Manager will establish lines of communication and decision authority early on to keep issue resolution at the lowest levels.

We want to be the City's right-hand person throughout a project, offering ideas and solutions and mitigating any issues that would become high profile for the City. A foundation of a strong working relationship between NV5, the City, and other stakeholders will be achieved by building a level of trust and respect. Constant, clear communication and the continuous demonstration of our dedication to a project's success will be key.

CLIENT TESTIMONIAL

“

I just want to say again how appreciative I am of your work on this item. This was a quick turn around and your response and professionalism really helped us to move this forward. It continues to be my pleasure to work with the NV5 team.”

— Dan Martin, PE, previously at Otay Water District

”

Scope of Services

Task orders under on-call contracts can consist of a variety of projects, including planning, mapping, modeling, estimating and design. We have included an example scope of services for a typical Preliminary Design Report created for a wastewater treatment plant improvement project. The sample scope of services lists a brief project understanding, tasks to be completed, and deliverables.

Sample Scope of Services

“X” SYSTEM IMPROVEMENTS — PRELIMINARY DESIGN REPORT

The City seeks to complete improvements to the “X” system at the City’s Wastewater Treatment Plant (WWTP). This scope of services includes preparing a Preliminary Design Report (PDR) to summarize the required improvements, develop recommendations for improvements, and prepare an opinion of probable construction costs for the recommendations.

NV5’s scope of services is based on our project understanding, experience with similar projects, and previous design work completed at the WWTP facility. Our approach includes reviewing the existing system, obtaining input from the City’s WWTP operators, summarizing

recommendations, and developing a road map describing the necessary steps to complete the design of the recommended improvements as a subsequent phase. The PDR intends to address key project issues such as maintaining operations of the facility, prioritization of improvements, and recommended phasing for the proposed improvements.

Our approach focuses on identifying necessary improvements to the “X” system to increase the integrity of the system and improve operation, based on input from the operators and the condition of the facilities. A construction sequence will be developed with the City to be considered during the next phase (design). Following a workshop with the City for review and after approval of the draft PDR, NV5 will prepare a final PDR to be used as the basis for completing the final design.

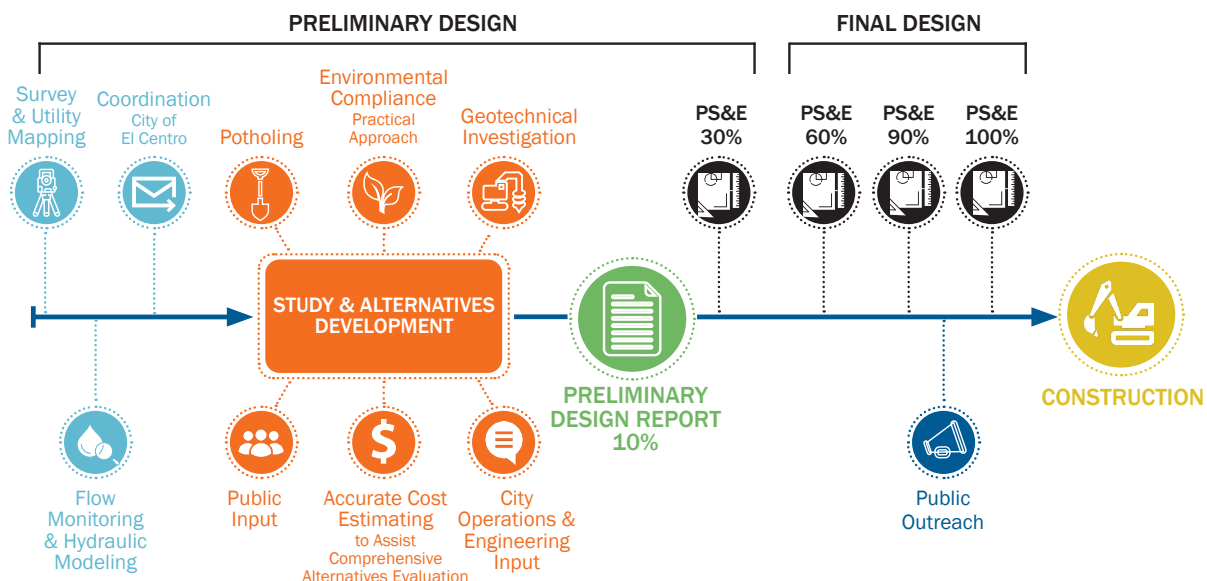
Based on the project understanding and approach described above, NV5 will complete the following tasks:

Task 1 - Project Management, Meetings, and Quality Management Plan

NV5 will provide a Project Manager for administration of the contract, including attending meetings, quality control/quality assurance, utility, and subconsultant coordination, scheduling, budgeting, progress reporting, and invoicing.

Diagram - Project Workflow Process

A thorough and comprehensive Preliminary Design Report will represent a road map to streamline completion of final design documents and project construction.



6. SCOPE OF WORK - SAMPLE PRELIMINARY DESIGN REPORT

NV5's Project Manager will monitor and direct work activities in accordance with this scope of services and schedule.

NV5's invoices will include a breakdown of hours spent on each task by personnel category. NV5 will attend progress meetings/workshops during the development of the PDR, including a site visit and draft PDR review. NV5 will prepare an agenda and meeting minutes to summarize discussions and action items. Meeting minutes will be submitted to the City for review.

Kickoff Meeting

NV5's Project Manager will coordinate a kickoff meeting with the City to discuss the project objectives and goals, project specifics, coordination requirements, proposed schedule, and expectations of the project. Attendees will include NV5's Project Manager, the City's Project Manager, NV5's key design staff, and the City's WWTP operations staff. The following items will be discussed at the kickoff meeting:

- Lines of communication
- Existing "X" system condition and issues
- Potential project alternatives
- Site visit coordination
- Transfer of record drawings and documents
- Submittal process for deliverables
- Schedule details, milestones, and subsequent meetings

Progress Meetings

Continued coordination with the City's Project Manager will be conducted to facilitate adequate flow of information and completeness of the design documents. NV5 will be in continual contact with the City via email and phone to keep the City informed of the design decisions and progress of the job.

Progress meetings will be held at the completion of the draft and final PDR. It is anticipated that there will be three (3) total meetings, including the kickoff meeting and site visit.

QA/QC

NV5 will implement its Quality Management Plan to perform a review of project deliverables prior to each submittal to the City.

After comments from the City on deliverables are received, NV5 will prepare a comment response matrix that will list all comments, including the document page, Engineer's



Response, and additional notes. The comments response matrix will be included with each submittal to track and log comments.

Deliverables

- Meeting Agendas (PDF format)
- Meeting Minutes (PDF format)
- Comments Response Matrix (PDF and Word formats)

Task 2 – Data Gathering and Review

NV5 will collect and gather existing record and operational information for review, including, but not limited to, original as-built drawings, structural drawings, electrical drawings, site piping, current operations plans for the "X" system, and shutdown constraints. Based on the review of information available and provided by the City, NV5 will prepare an information request required to complete the preliminary design of the project. NV5 will also attend a site visit to gather additional information on the existing facility and to discuss current operations and shutdown constraints of the "X" system with WWTP operators and the City's Project Manager.

Task 3 – Preliminary Design Report

NV5 will prepare a Preliminary Design Report (PDR) to identify and summarize findings and recommendations for improvements to the "X" system. During this phase of the project, the preliminary design concepts are developed and summarized in the PDR, which includes all the major design concepts and groundwork required for subsequent final design and construction phases.

The existing "X" system and auxiliary systems supporting the "X" system will be evaluated and design criteria for proposed improvements will be identified. The PDR will also develop and evaluate project alternatives to address existing system deficiencies with consideration for constructability, construction cost, operations and maintenance, and shutdown constraints.

The PDR will outline recommendations for project improvements, will include a conceptual exhibit to summarize the recommended improvements, and will

6. SCOPE OF WORK - SAMPLE PRELIMINARY DESIGN REPORT

provide a preliminary opinion of probable construction cost for the project. It will also document key construction considerations and regulatory requirements associated with the recommended project, including construction sequencing, shutdown requirements, geotechnical considerations, anticipated permitting needs, agency coordination, and environmental compliance requirements.

NV5 will submit a draft PDR for City review and will conduct a workshop with the City to review comments on the findings and recommendations. Based on City comments, NV5 will prepare a final PDR for approval by the City. The PDR will be used as the basis of design for preparing final construction documents.

A preliminary table of contents for the PDR is outlined below:

1. **Introduction**
 - 1.1 Objectives
 - 1.2 Background
 - 1.3 Description of Unit Processes
2. **Existing “X” System**
 - 2.1 Evaluation of “X” System
 - 2.2 Evaluation of Auxiliary Systems
3. **Design Criteria**
4. **Project Alternatives**
 - 4.1 Description of Alternatives
 - a. Alternative 1
 - b. Alternative 2

- 4.2 Evaluation of Alternatives
 - a. Constructability
 - b. Construction Cost Opinions
 - c. Operations and Maintenance
 - d. Shutdown Constraints

5. **Recommended Project**

- 5.1 Proposed Improvements
 - a. “X” System Improvements
 - b. Auxiliary Systems Improvements
 - c. Conceptual Exhibit
- 5.2 Opinion of Probable Construction Cost
- 5.3 Construction Considerations
 - a. Construction Sequence
 - b. Shutdown Requirements
 - c. Geotechnical Considerations
- 5.4 Regulatory Requirements
 - a. Permits
 - b. Agency Coordination
 - c. Environmental Compliance

Deliverables

- Draft PDR (PDF format)
- Workshop meeting minutes (PDF format)
- Final PDR (PDF format)

WHY NV5?

✓ Providing Reliable & Responsive Water and Wastewater Treatment Services



**MOBILIZE QUICKLY
TO PROVIDE SERVICES**

✓ Using Local Knowledge from Previous Local Agency Partnerships and Experience



**CLEAR COMMUNICATION
ONE POINT OF CONTACT**

✓ Meeting the City of El Centro's Needs



**EQUIPPED
WITH RESOURCES**



**QUICK RESPONSES TO
ISSUES AND CONCERNS**

UNDERSTANDING THE NATURE OF ON-CALL CONTRACTS AND THEIR CHALLENGES
ALLOWS US TO MEET THE CITY'S NEEDS AND ACHIEVE ITS GOALS

 45 Years' Experience 7 Years with Firm		 19 Years' Experience 19 Years with Firm		 24 Years' Experience 24 Years with Firm		 24 Years' Experience 24 Years with Firm		 19 Years' Experience 19 Years with Firm		 13 Years' Experience 4 Years with Firm		 25 Years' Experience 11 Years with Firm		 43 Years' Experience 16 Years with Firm			
Jeffrey M. Cooper, PE Principal-in-Charge		Aaron Schneider, PE, QSD/P Project Manager		Julian Palacios, PE QA/QC Manager		James Owens, PE, LEED AP Project Engineer		Steven Granados, PE, QSD/P Project Engineer		Shen Huang, PE Project Engineer		Eric Rodriguez, PE, SE Structural Engineer		Joel Paulson, PLS, GISP Survey Manager			
QUALIFICATIONS		45 years of experience managing the planning, design, and construction of public infrastructure. - Keen insight into project design and construction of water and wastewater treatment projects. - Brings an owner and agency perspective having supported several municipalities.		19 years of water and wastewater engineering experience. - Has overseen large treatment infrastructure construction. - Extensive experience in planning and engineering design and construction management and inspection of water and wastewater treatment for Southern California public agencies.		24 years of water and wastewater engineering experience in San Diego. - Experience designing water and wastewater infrastructure projects throughout the region. - Managed multiple projects for the City; knows your processes, standards, and has established relationships.		24 years of water and wastewater experience. - Leads projects during the troubleshooting, conceptual design, planning, financing and design phases. - Reviews technical documents, design drawings, and specifications packages prepared by NV5's water and wastewater group.		19 years of water and wastewater planning, engineering design, and preparation of preliminary engineering reports. - Provided studies and final design for multiple water and wastewater projects in San Diego County.		13 years of water and wastewater experience in California. - Provided preliminary engineering reports, final design plans, specifications, construction cost opinions, public outreach, and funding applications for water and wastewater projects in San Diego County.		25 years of project engineering and structural design experience. - Provided code compliance reviews of a variety of projects, including water and wastewater projects.		43 years of experience in the field of surveying and mapping, including decades working with GIS systems, photogrammetry and LiDAR - Extensive experience working with sewer improvements, water line replacements, and other water and wastewater projects.	
		- Hi-Desert WD Owner's Rep Septic-To-Sewer - Vallecitos WD Twin Oaks Valley Road Sewer Improvements		- El Centro Wastewater Treatment Facility - Hi-Desert WD Owner's Rep Septic-To-Sewer - Vallecitos WD Various Water/Wastewater Improvements		- El Centro Wastewater Treatment Facility - Hi-Desert WD Owner's Rep Septic-To-Sewer - Vallecitos WD Various Water/Wastewater Improvements		- El Centro Wastewater Treatment Facility - RCAC Ramona the Acres Water Consolidation Study & Design		- El Centro Wastewater Treatment Facility - Vallecitos WD Various Water/Wastewater Improvements		- La Mesa Phase 6 & 7 Inflow & Infiltration Sewer Improvements - Hi-Desert WD Owner's Rep Septic-To-Sewer - Vallecitos WD Tres Amigos Pipeline Replacement		- Brawley City Engineering & Extension of Staff Services - Lancaster Mitchell's Avenue E Park Engineering Assistance for Interim Arsenic Project		- Vallecitos WD Tres Amigos Pipeline Replacement - La Mesa Phase 7 Inflow & Infiltration Sewer Improvements	
		- Will make sure the necessary resources are provided for the on-call tasks. - Project delivery oversight. 2%		- Point of contact. - Project Manager. - Oversee technical activities by project staff. - Coordinate staffing. - Management of project, team, budget, and schedule. 30%		- Implement project-specific QA/QC plans for City. - Peer review of technical documents prior to submission. - Audit internal QC process. - Provide value engineering input. 10%		- Preliminary and final design. - Coordinate various disciplines. 30%		- Preliminary and final design. - Coordinate various disciplines. 30%		- Preliminary and final design. - Oversee permitting, CEQA compliance, and public outreach. 30%		- Preliminary and final design. - Code review and compliance. 10%		- Field surveying services. - Right-of-way, topographic, and planimetric mapping. - Coordinating with other NV5 staff and City staff for seamless delivery. 10%	
ADDED VALUE		Knows the importance of these projects to the City and provides NV5's commitment of our project team and resources.		Problem-solving approach to projects and constructability issues from his planning, engineering design, CM, and inspection experience.		- Leverages experience to develop creative solutions that save time and costs. - Communicates clearly with client and project team to meet goals.		He will use his decades of experience to provide value engineering and cost impact analysis to save the City money.		Will apply his past knowledge and local experience to anticipate and proactively solve potential challenges.		Will apply her experience to make sure all aspects of the project are well-coordinated and managed.		Experienced providing review of structural drawings, support calculations, and construction support as needed.		Will apply his knowledge of land surveying and mapping to aid NV5's engineers in design efforts.	

8. FIRM HISTORY, GENERAL QUALIFICATIONS & ON-CALL EXPERIENCE



Firm Profile

NV5 is ready and qualified to provide On-Call Civil Engineering for Water & Wastewater Treatment Services to the City of El Centro. NV5, Inc. has been providing engineering and consulting services to public and private sectors for more than 75 years, delivering solutions through six business verticals: Testing, Inspection and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology. With more than 100 offices nationwide and abroad, NV5 has access to over 5,000 employees in a variety of fields who help clients plan, design, build, test, certify and operate projects that improve the communities where we live and work.

Our San Diego office was established in 1949 in order to better serve local needs throughout the region. Our local team includes **more than 500 highly qualified professionals** who have collectively worked for multiple local agencies in **Imperial and San Diego counties** — including for the City of El Centro. NV5's longevity in the region provides the City with a consultant who has a clear understanding of the local issues as they relate to the successful completion of all projects.

EXPERIENCED PARTNER TO MUNICIPALITIES

We maintain an extensive history of working with various local agencies. Throughout the course of completing myriad public works capital improvement projects, our team has demonstrated an unparalleled ability to work well with local agency staff, project stakeholders, engineers and contractors. We have acquired a keen understanding of local agency requirements, a critical element in the

facilitation and resolution of project issues. We are excited about the opportunity to continue to serve the City and are committed to maintaining effective working relationships with your staff, relevant government agencies and project stakeholders.

NV5 EMPLOYEE COUNT

The table below outlines the number of employees in the San Diego office by discipline.

DISCIPLINE	# OF STAFF
Administrative	413
Architect	43
CADD Technician	97
Civil Engineer	316
Electrical Engineer	160
Environmental Engineer	11
Environmental Scientist	117
Geotechnical Engineer	64
Geologist	28
Industrial Hygienist	29
Land Surveyor	159
Mechanical Engineer	162
Project Manager	269
Structural Engineer	28
Technician/Analysts/Inspector	570
Geospatial Analyst	1,017
Technology Designer	88

8. FIRM HISTORY, GENERAL QUALIFICATIONS & ON-CALL EXPERIENCE

Subconsultant

NV5 is partnering with Dudek to provide peer review and hydraulic modeling services for this contract. Founded in 1980, Dudek is an employee-owned environmental, planning, and engineering firm headquartered in Encinitas. Over 900 multidisciplinary planners, scientists, and engineers plan, design, and build projects that improve built and natural infrastructure in communities. Dudek provides expertise in the planning, design, construction, rehabilitation, and operation of water and wastewater infrastructure, including collection/distribution pipelines, storage facilities, pumping systems, reservoirs, and treatment plants. NV5 has a key partnership with Dudek, having teamed together on multiple conveyance and hydraulic modeling projects in Southern California.

DUDEK

Key Services

The successful delivery of our products and services has resulted in repeat clients for a broad range of municipal projects. Our key services include:



WATER
ENGINEERING
DESIGN



TREATMENT
PLANT DESIGN



PUMP/LIFT
STATION DESIGN



RECYCLED WATER
ENGINEERING
DESIGN



SEWER
ENGINEERING
DESIGN



STORAGE TANK
DESIGN



PIPELINE
DESIGN



FEASIBILITY
STUDIES + COST
ESTIMATING



MASTER
PLANNING



CONDITION
ASSESSMENT

Public Outreach

With a demonstrated ability to address public concerns, we are experts in a broad range of governmental interface, public outreach and community involvement, and we are genuinely committed to public participation as a way of planning and completing projects. Our team routinely performs these services as part of our delivery of public works projects and regards them as a vital component to project success.



sewer pipelines project

Construction in Your Neighborhood

Dear Oceanside Neighbor,

Construction work is upcoming in your area to replace existing and construct new sewer pipelines. This is part of the larger Sewer Centralization Program that will support the City's long-term wastewater infrastructure goals to increase beneficial reuse of effluent by maximizing the production of recycled water and indirect potable reuse.

CONSTRUCTION ACTIVITY AND SCHEDULE

Construction of the pipelines will start in early January 2024 and continue through March 15th Monday-Friday. The City's capital take place at the west end of the future Pala Road extension and along an existing utility corridor (see map). Pipeline work will traffic is anticipated in the area, but no work will occur within City streets. Work hours will be from 8:00 AM to 4:30 PM. Setup may occur between 7:00 AM and 8:00 AM provided no heavy machinery or equipment is used.

reemplazo de tuberías

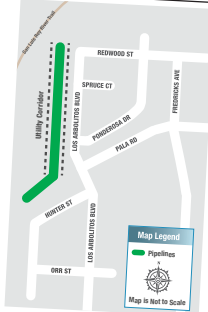
Construcción en Su Vecindario

Estimado Residente de la Ciudad de Oceanside,

Construcción comenzará próximamente en su vecindario para reemplazar e instalar tuberías parte del sistema de drenaje sanitario de la Ciudad. Esto es parte del programa de Centralización de Drenaje Sanitario de la Ciudad para mejorar la infraestructura, aumentar la producción de agua reciclada y agua purificada.

CONSTRUCTION ACTIVITY AND SCHEDULE

Construcción empezará a principio de enero y continuará hasta el 15 de marzo del 2024, de lunes a viernes. El programa de mejoras de infraestructura en esta área tiene como objetivo finalizar la construcción antes del proyecto residencial Cypress Point. Construcción tomará lugar al poniente de la Calle Pala y a lo largo de un corredor de utilidades existente (ver mapa). Se anticipa tráfico de construcción en el área, pero actividades de construcción no ocurrirán en calles. Las horas de trabajo serán entre 8:00 AM y 4:30 PM. Actividades de preparación pudieran realizarse entre 7:00 AM y 8:00 AM, pero sin el uso de maquinaria o equipo de construcción.



Map Legend
Pipelines
Map is Not to Scale

8. FIRM HISTORY, GENERAL QUALIFICATIONS & ON-CALL EXPERIENCE

On-Call Experience

NV5 understands that capacity, clear communication, strong project-management skills and technical excellence are the keys to **efficient and effective on-call contracts**, and we will bring all of these skills to meet your needs.

In terms of personnel, our firm is structured for agility so we can respond to the evolving needs of our clients. Throughout our history of on-call service work, NV5 has shown that we are quick to respond with the correct team to solve any issue.

Of particular advantage to many clients is our ability to be a **single-source solution** for most projects, thanks to **in-house expertise that spans many fields**. By providing access to specialists in an array of engineering disciplines under one roof, our clients have come to experience better cost and schedule control.

Current On-Call Contracts

The following table shows a sampling of agencies for whom NV5 is providing On-Call Engineering Services for water and/or wastewater projects. Our outstanding reputation for delivering projects on time and within budget has granted us multiple extensions on many of these contracts, and we have maintained incumbent status for consecutive years.

CLIENT	ON-CALL SERVICES
California State Water Resources Control Board	• Drinking Water Technical Assistance Provider
City of Brawley	• Consulting and Extension of Staff Services
City of El Centro	• On-Call Civil Engineering — Water and Wastewater Treatment
City of La Mesa	• As-Needed Specialized Professional Services ○ Engineering Staff Augmentation ○ Construction Management ○ Wastewater and Stormwater Collection Systems
City of Oceanside	• On-Call Engineering Services 2023-2026 ○ Construction Project Management ○ Inspection/Observation • On-Call Drafting Services
City of Oceanside, Water Utilities Department	• As-Needed Small-to-Medium Design Services
City of Rio Vista	• On-Call Water Distribution and Treatment Hydraulic Modeling Services
City of Vista	• As-Needed Owner's Advisor and Construction Management Services
Hi-Desert Water District	• As-Needed Engineering Services
Otay Water District	• As-Needed Engineering Design Services
Rural Community Assistance Corporation	• Approved Partner List for Provision of Design and Engineering Services
Vallecitos Water District	• As-Needed Civil Engineering Services

Litigation History

The industry in which NV5 provides professional services can yield claims that arise from time to time. These claims predominately consist of general allegations related to professional errors or omissions for work performed under a contract or project. Accordingly, NV5 and our subconsultant maintain adequate insurance coverage to protect against any and all claims. Furthermore, there are no claims or lawsuits against NV5 or our subconsultant, either threatened or pending, that would impair our ability to perform on this request for proposal.

8. FIRM OVERVIEW & ON-CALL CONTRACT EXPERIENCE

City Engineering & Extension of Staff Services

CITY OF BRAWLEY | BRAWLEY, CA

(March 2023-Ongoing) NV5 is providing staff extension services to the City of Brawley, including water and wastewater technical assistance and peer review, Acting City Engineer services, assistance developing standard drawings and specifications, plan checking, preparation of developer review standards, and management of developer engineering submittals and review. Water and wastewater technical assistance services have included updating the Sanitary Sewer Management Plan, existing infrastructure condition assessments, review of on-site and off-site water and sewer improvements for residential, commercial, and school district development projects, capacity analysis of

the water distribution and sewer collection system, and review of water and sewer studies.

Acting City Engineer services have included serving as a senior point of contact for city staff, providing signatures as required, including conditions of approval for development projects, and overseeing department operations with the support of the Director of Public Works.



REFERENCE: Juan Manuel Cabrera, Assistant Civil Engineer E: jcabrera@brawley-ca.gov; P: 760.344-5800 ext. 1

Ralph W. Chapman Water Reclamation Facility Analysis

OTAY WATER DISTRICT | SPRING VALLEY, CA

(October 2024-Ongoing) A planned tribal residential and commercial development will include construction and operation of an on-site wastewater treatment plant to produce recycled water. The on-site wastewater treatment plant will not include sludge treatment processed and will discharge waste activated sludge (WAS) into the District's collection system. The planned WAS discharge will be ultimately conveyed to the Ralph W. Chapman Water Reclamation Facility (RWCWRF) for treatment, owned and operated by the District. NV5 is providing technical assistance to review potential impacts to the RWCWRF of the proposed WAS discharge and anticipated organic loading increase to the influent and biological process, and ultimately the County of San Diego and Metro JPA wastewater system.

NV5 is evaluating the capacity and impacts to the RWCWRF of the increase in flow and organic loading by determining the changes to the influent wastewater quality, running a biological process model of the secondary treatment process, determining potential changes in the operation of the facility, and calculating additional WAS discharge volume as a result of the increase organic loading. The evaluation of the secondary treatment process included three scenarios: 1) existing conditions, 2) existing conditions with the anticipated proposed tribal discharge, and 3) ultimate buildout conditions.



Ralph W. Chapman Water Reclamation Facility

NV5 is assisting the District in determining regulatory requirements from other agencies having jurisdiction, including the County of San Diego, Regional Water Quality Control Board, and Metro JPA, providing peer review of the reports, studies, calculations and/or design deliverables prepared by the Tribe's consultant, and determining discharge monitoring requirements, including flow measurement, wastewater characterization, type of discharge, maximum allowed flows, and/or flow scenarios, including emergency conditions.



REFERENCE: Kevin Cameron, PE Associate Civil Engineer E: kcameron@otaywater.gov; P: 619.670.2248

8. FIRM OVERVIEW & ON-CALL CONTRACT EXPERIENCE

Various Water & Wastewater Improvements

VALLECITOS WATER DISTRICT | SAN MARCOS, CA

NV5 has provided engineering services for several projects for the Vallecitos Water District, including the following:

Twin Oaks Valley Road Sewer Improvements (February 2025-Ongoing): NV5 is providing engineering design services for the Twin Oaks Valley Sewer Improvement Project. Four planned developments, a future subdivision with 100 residential units, and potential future accessory dwelling units (ADUs) from single-family residential lots are anticipated to generate significant additional wastewater flows within the Twin Oaks Sewer Sub-basin. Based on a recent study completed by the District, over 18,000 linear feet (LF) of existing 8-inch diameter gravity sewer require upsizing due to sewer capacity deficiencies in accordance with District standards. The Twin Oaks Valley Road Sewer Improvement Project will construct critical sewer backbone infrastructure to build a future-ready sewer system for sustainable growth. Services include project meetings and coordination; project risk management, including developing the initial Risk Register with VWD, including anticipated schedule and cost impacts, and assisting with identifying risk mitigation strategies for high-risk items; preliminary design report; evaluation of the proposed alignment and identification of potential locations to investigate alignment feasibility further; topographic survey and base mapping; hydraulics analysis; utility research; geotechnical engineering investigations; constructability review; permitting assistance; cost estimate; preparation of schedule; preliminary design (30%) design deliverable; public outreach support; and environmental support services.

Las Posas Road Pipeline Replacement (September 2021-Ongoing): NV5 provided engineering services to Vallecitos Water District for the Las Posas Road Water Line Replacement. The scope of this project includes the rehabilitation of a portion of an existing 10-inch potable water pipeline located along Las Posas Road that crosses a series of parallel box culverts. A segment of the existing asbestos cement pipeline was rerouted under the box culverts and replaced with ductile iron pipe. A break occurred in the ductile iron segment adjacent to the box culvert crossing, and a temporary repair was completed by the District. The District requires a design to rehabilitate the existing ductile iron segment under the box culverts with a flexible pressure liner reinforced with aramid fabric (Primus Line). NV5 is evaluating alternatives to replace or rehabilitate the pipeline.



Tres Amigos pipeline path through farm

Tres Amigos Water Line Replacement (August 2020-Ongoing): NV5 is providing preliminary engineering and final design services to the Vallecitos Water District in support of the Tres Amigos Water Line Replacement Project. The project includes replacement of approximately 7,800 linear feet of distribution mains located within the northern limits of the District's service area. The existing pipelines have experienced frequent breaks and are mostly located along easements in private properties. The District is proposing to replace a portion of the existing Tres Amigos pipelines with 8-inch PVC C900 pipeline. The project also aims to move the pipeline to an alignment corridor that is accessible to District operations and relocate a portion of the pipeline from residential backyards. NV5 services include surveying and mapping, geotechnical investigation, utility potholing, and new easement acquisitions and processing. NV5 prepared a Preliminary Design Report that analyzes and recommends potential alternative alignments and construction methods for replacement of aforementioned sections of water pipeline to address the District's operational and maintenance issues. Potential impacts of the project, including the installation of the pipeline through an active agricultural site, vacating existing District easements, securing new construction and permanent easements, and relocation of existing residential services along Fairview Drive north of Gopher Canyon Road, are being evaluated. NV5 is currently preparing final construction documents.



REFERENCE: Elizabeth Lopez
Director of Engineering
E: elopez@vwd.org; P: 760.744-0460, ext. 277

8. FIRM OVERVIEW & ON-CALL CONTRACT EXPERIENCE

Various Wastewater Treatment Facility Improvements

CITY OF EL CENTRO | EL CENTRO, CA

NV5 has provided engineering services for several projects in support of improvements at the City of El Centro's Wastewater Treatment Facility (WWTP). These projects have included:

Blower Replacement & Aeration Improvements

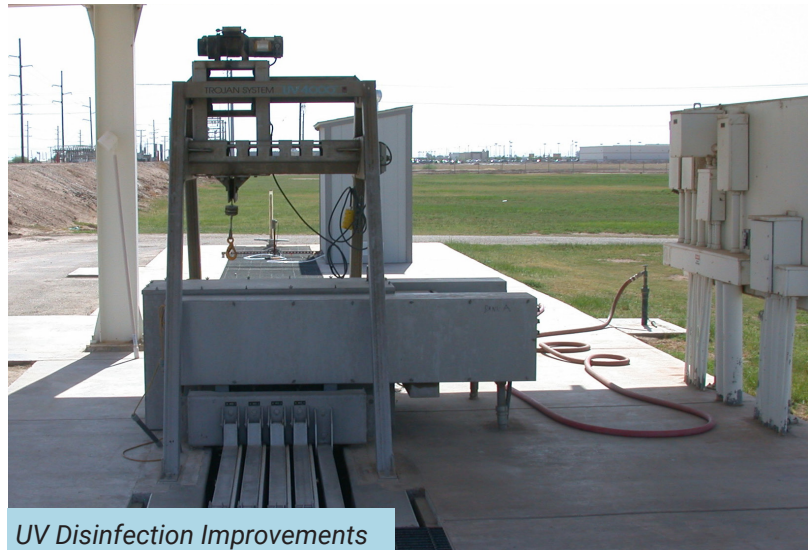
(2023-Ongoing): NV5 is providing engineering services in support of improvements to the aeration system at the WWTP. NV5's scope of services includes final design services to replace Aeration Blower No. 3 with a new 250 horsepower blower with a Variable Frequency Drive (VFD) by Sulzer. Modifications will also be required for piping, controls, and electrical supply to the new unit and structural improvements.

The third blower replacement will provide critical redundancy for the aeration system that currently utilizes both Blower No. 1 and Blower No. 2 to meet current aeration requirements.

UV Disinfection Improvements (2023-Ongoing): NV5 is providing engineering services in support of improvements to the UV disinfection system at the WWTP. The City is seeking to replace the existing UV disinfection units with new units to assure future support from the manufacturer on parts and services. Due to the dimensions of the new UV disinfection units, new controls and electrical supply, removal mechanisms and overall equipment design, the existing concrete channels will require modifications. NV5's scope of services includes final design services to replace the existing UV equipment at the WWTP with new units. The new units will require modifications to the existing concrete channels, discharge weir, electrical and controls, shade structure, and a new climate-controlled building to house electrical and control cabinets.

Engineering Services for the Wastewater Treatment Plant Digester and Primary Clarifier Flow Splitter Box Improvements (2021-Ongoing):

NV5 is providing preliminary engineering services in support of proposed improvements to the anaerobic digestors and primary clarifiers influent flow structure at the City of El Centro's Wastewater Treatment Plant (WWTP). Our team conducted a Preliminary Engineering Report (PDR) to summarize the required improvements, develop recommendations and phasing, and prepared an opinion of probable construction costs for the recommendations. The desired improvements included: cleaning of the digester tanks; evaluating the need to upgrade the digester mixing system;



UV Disinfection Improvements



Primary Clarifier Gallery and Splitter Box

replacing existing sludge piping and valves as required; removing piping and valves not needed for operation of the digestors; designing permanent pad and piping for existing Vogelsang Lobe Pump, and installing a second standby pump; evaluating alternatives to install primary clarifier bypass, including connection points; and rehabilitating existing primary clarifier flow splitter concrete structure, including installation of safety improvements (grating, handrails). NV5's PDR identified and summarized findings and recommendations for improvements to the sludge treatment and handling system and the primary clarifier flow splitter structure.



REFERENCE: Marcos Tarazon, Lead Plant Operator
E: mtarazon@cityofelcentro.org; P: 760.337.4562

8. FIRM OVERVIEW & ON-CALL CONTRACT EXPERIENCE

Owner Consultant for the Progressive Design-Build of the Oceanside Mesa Garrison Force Main and Lift Station

CITY OF OCEANSIDE | OCEANSIDE, CA

(2022-Ongoing): NV5 is providing Owner's Representative and Construction Management services for the City of Oceanside's Progressive Design-Build of the Oceanside Mesa Garrison (OMG) Force Main, OMG Lift Station, Mission Avenue Lift Station (MALS) Force Main, and Land Outfall Replacement Project. The project is a key element in the City's program to decommission the La Salina Wastewater Treatment Plant (LSWWTP) and divert wastewater flows to the San Luis Rey Water Reclamation Facility (SLRWRF).



The program aims to consolidate wastewater treatment at a central location for recycled water production and advanced water treatment for indirect potable reuse. Diversion and conveyance of wastewater from the LSWWTP to the SLRWRF will be accomplished by implementing several projects included in the City's program, including construction of the OMG Lift Station, the OMG Force Main, and the MALS Force Main.

The City is utilizing Progressive Design-Build delivery method for the design and construction of this project to expedite completion. NV5 is assisting the City and the Progressive Design-Build Team in the execution of the project during design, construction, and commissioning phases, including: peer review, input, and support the PDBT on development of the planning and design documents; review proposed pump station and force main hydraulics provided by the PDBT and verify parallel operation with other City facilities; implement project controls and report customized for this project, including schedule during both project phases, cash-flow analysis, guaranteed price review, schedule of values, and progress payments review and forecasting; leading the risk management effort, including establishing a risk register at the onset of the project, hold workshops with stakeholders, and identifying risk mitigation measures; and provide environmental services.

NV5 recently completed the Construction Management for the Phase 1 portion of the work, which included 1,500 LF of 26-inch, 36-inch, and 42-inch HDPE force mains through a developer project.



REFERENCE: Mabel Uyeda, PE, Principal Water Engineer; E: muyeda@oceansideca.org; P: 760.435.5819

On-Call Small-to-Medium Task Design Services

CITY OF OCEANSIDE | OCEANSIDE, CA

(2021-Ongoing): Since 2014, NV5 has been providing as-needed services to the City of Oceanside, including preliminary engineering and final design of water, recycled water, and sewer pipelines, plan checking, staff extension services, planning and feasibility studies, and constructability reviews. NV5 has completed the following task orders recently under our current on-call services agreement:

- | | | |
|--|--|---|
| • Nelms Street Sewer Relocation Study | Slough Wetlands Enhancement Project | and Inspection Services for the LSWWTP Solids Dewatering and Headworks Building Structural Repair Project |
| • Water Utilities Department Staff Augmentation Plan Checking and Support Services | • Buccaneer Lift Station Plan Review and Constructability Review | • Weese Water Filtration Plant RFP for Electrical Upgrades |
| • FEMA No-Rise Study of Alta | • Construction Management | |



REFERENCE: Mabel Uyeda, PE, Principal Water Engineer; E: muyeda@oceansideca.org; P: 760.435.5819

8. FIRM OVERVIEW & ON-CALL CONTRACT EXPERIENCE

As-Needed Owner's Advisor and Construction Management Services

CITY OF VISTA | VISTA, CA

(September 2021-Ongoing): NV5 has provided as-needed Owner Advisor and Construction Management Services for the City of Vista's Capital Improvements Program. NV5 supported the City by providing owner representative services, construction management and inspection, and environmental monitoring services during design and construction of the City's Smilax-Mimosa Sewer Improvements project, which was implemented through the progressive design-build (PDB) delivery method. During the design phase this included peer review of design drawings and specifications, coordinating design workshops to provide input to PDB team, review of permitting requirements, and review of the Guaranteed Maximum Price (GMP). During the construction phase this included inspection and daily reporting of construction activities, project coordination, RFI and submittal reviews, schedule review, change order and claims management, progress payment reviews, and environmental monitoring and reporting.



REFERENCE: Michael Hilker, PE, Former Capital Projects Manager (currently at County of San Diego);
E: Michael.Hilker@sdcounty.ca.gov; P: 619.964.7789

Owner's Representative Septic-to-Sewer Project, Phase II

HI-DESERT WATER DISTRICT | YUCCA VALLEY, CA

(2023-Ongoing): NV5 is providing Owner's Representative and Construction Management services for Phase II of the District's Septic-to-Sewer project. The Town of Yucca Valley was identified by the Regional Water Quality Control Board as a priority area to eliminate the use of septic systems in its Colorado River Basin Water Quality Control Plan. The District, as a provider of water and wastewater service in the community, implemented Phase I of a wastewater collection and centralized treatment system. Phase II will extend the existing collection system and convey flow to the centralized wastewater treatment facility constructed during Phase I. As Owner Representative, NV5 will support the District in the implementation of Phase II, which will utilize progressive design-build delivery method to streamline design and construction. NV5's Owner's Representative services include project management, funding assistance, assistance in the procurement of the progressive design-build team, peer review of design engineer deliverables, engineering and technical assistance to oversee the design, and construction management and inspections services. Phase II will consist of approximately 170,000 feet of gravity collection pipelines serving approximately 1,900 parcels currently on septic systems. The project's anticipated construction cost is over \$64M and is expected to be completed by the end of 2025.



REFERENCE: Tony Culver, General Manager
E: tonyc@hdwd.com; P: 760.365.8152

8. FIRM OVERVIEW & ON-CALL CONTRACT EXPERIENCE

Ramona the Acres Septic-to-Sewer Feasibility Study

RURAL COMMUNITY ASSISTANCE CORPORATION | RAMONA, CA

(April 2024-March 2025): NV5 provided engineering services in support of the Ramona The Acres Septic-to-Sewer Feasibility Study Project. The study was intended to develop alternatives to extend the collection system and evaluate the existing capacity to connect residents in the study area, identify infrastructure improvements, develop recommendations, and identify potential sources of funding. NV5's role included organizing progress meetings and communicating with property owners; using LiDAR data to evaluate sewer system layout; conducting research and site visits to develop recommendations on extending sewer mains to residents using septic systems; and drafting a feasibility study that includes summarizing existing capacity and recommendations for future expansion. NV5 also prepared an environmental memo to assess the project's effects. NV5's subconsultant, Dudek, provided hydraulic modeling services for the feasibility study.



Planning and Engineering Services for the El Centro Cross Road and Villa Avenue Community Water Line Project

RURAL COMMUNITY ASSISTANCE CORPORATION | EL CENTRO, CA

(May 2025-Ongoing): NV5 is providing engineering services to prepare a preliminary engineering report and 90% design-level plans for a 50-acre area in the northeast boundary of the City of El Centro. The study is intended to develop alternatives to extend the distribution system, identify required infrastructure improvements, and develop recommendations. NV5's role includes organizing progress meetings; assisting with the General Information package; drafting a preliminary engineering report (PER); creating a hydraulic model of the proposed Cross Road study area and proposed connection points to the City's existing water distribution pipelines; evaluating alternatives to connect properties in the study area; and determining estimated costs. NV5 will prepare 30%, 60% and 90% plans for the proposed improvements. NV5 is also conducting survey work, including field, aerial, and topographic survey and preparing a geotechnical report.

Planning and Engineering Services for the El Centro Cross Road and Villa Avenue Community Septic-to-Sewer Feasibility Study and Design Services Project

RURAL COMMUNITY ASSISTANCE CORPORATION | EL CENTRO, CA

(May 2025-Ongoing) NV5 is providing engineering services to complete a feasibility study and up to 90% design level plans for a 50-acre area in the northeast boundary of the City of El Centro. The study is intended to develop alternatives to extend the collection system and evaluate the existing capacity to connect residents in the study area, identify required infrastructure improvements, develop recommendations, and identify potential sources of funding. NV5 will provide mapping services and environmental compliance documents to support the annexation of the community into the City. NV5's role includes project management duties; community outreach support; support preparing the General Information package, Technical Package, CEQA and NEPA documents, and CWSRF environmental and financial packages; preparing the preliminary engineering report and plans; design studies and surveying. NV5 will prepare 60% and 90% plans for the proposed sewer mains.



RCAC REFERENCE: Itzel Vasquez-Rodriguez, Project Manager;
E: ivasquez@rcac.org; P: 562.896.6171

References

Provided below are references of clients for whom civil engineering services for water and wastewater treatment have been performed in the last five (5) years that are comparable in quality and scope to that specified in this RFP.



OTAY WATER DISTRICT

Kevin Cameron, PE
Associate Civil Engineer

619.670.2248

kcameron@otaywater.gov

Relevant Project:

On-Call Engineering Design Services
(2017-ongoing)

NV5 provides as-needed engineering planning and design services to the District for its Capital Improvements Projects, which includes potable water, recycled water, and sewer pipelines; peer review services; hydraulic modeling; structural design; design of pressure-reducing stations; and design of pipeline relocation within bridge structures.



VALLECITOS WATER DISTRICT

Elizabeth Lopez
Director of Engineering

760.744-0460, ext. 277

elopez@vwd.org

Relevant Projects:

Twin Oaks Valley Road Sewer Improvements (February 2025-ongoing); As-Needed Engineering Services

NV5 is providing engineering design services for the Twin Oaks Valley Sewer Improvement Project, which will construct sewer infrastructure for planned developments that will generate significant additional wastewater flows. NV5 has also provided as-needed engineering and related services for a variety of District projects for the past 10 years.



CITY OF BRAWLEY

Juan Manuel Cabrera
Assistant Civil Engineer

760.344.5800, ext. 1

jcabrera@brawley-ca.gov

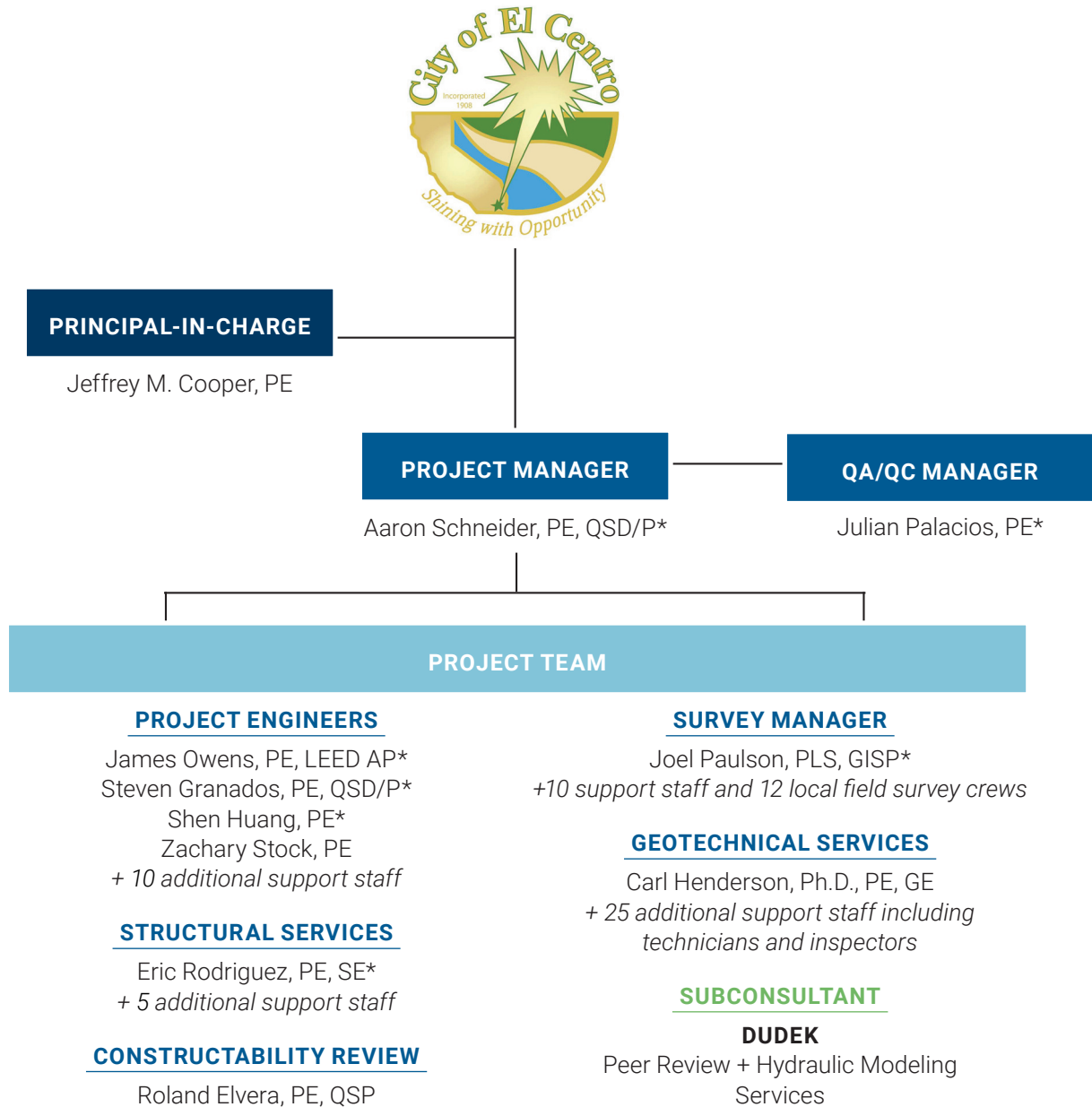
Relevant Project:

City Engineering & Extension of Staff Services (March 2023-ongoing)

NV5 is providing staff extension services to the City, including water and wastewater technical assistance and peer review, Acting City Engineer services, assistance developing standard drawings and specifications, plan checking, preparation of developer review standards, and management of developer engineering submittals and review.

Organization Chart

Our team of experts brings direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested on-call services. Shown below are team roles and responsibilities.



* Indicates key personnel

CONTACT INFO

aaron.schneider@nv5.com

EXPERIENCE

19 years

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)

No. 74018

Qualified SWPPP

Developer/Qualified

SWPPP Practitioner

No. 24011 (CASQA)

AARON SCHNEIDER, PE, QSD/P**Project Manager**

Mr. Schneider has more than 19 years of experience with NV5 providing construction management and technical engineering support for a variety of water, wastewater and stormwater projects. His experience in construction management, inspection of water and wastewater treatment, water distribution, wastewater collection and stormwater collection, combined with his experience in planning and engineering design, provide a well-rounded problem-solving knowledge base for construction projects. He also has extensive knowledge of software tools such as AutoCAD, Civil3D and MS Office.

Project Experience**Wastewater Treatment Facility, Equalization Basin**

NAVAL AIR FACILITY | EL CENTRO, CA

Design Engineer. Mr. Schneider was responsible for the development of design drawings and specifications for the installation of a 150,000-gallon, two-chambered concrete equalization basin to attenuate flows into the existing wastewater treatment facility. The design of the new equalization basin included a duplex pump station, valve vault, and inlet/outlet piping.

Owner Consultant for the Progressive Design-Build of the Oceanside Mesa Garrison Force Main and Lift Station

CITY OF OCEANSIDE | OCEANSIDE, CA

Lift Station Lead. Mr. Schneider is serving on the NV5 team providing Owner's Representative and Construction Management services for the City of Oceanside's Progressive Design-Build of the Oceanside Mesa Garrison (OMG) Force Main, OMG Lift Station, Mission Avenue Lift Station (MALS) Force Main, and Land Outfall Replacement Project. The project is a key element in the City's program to decommission the La Salina Wastewater Treatment Plant (LSWWTP) and divert wastewater flows to the San Luis Rey Water Reclamation Facility (SLRWRF). NV5 is assisting the City and the Progressive Design-Build Team in the execution of the project during design, construction, and commissioning phases.

As-Needed Owner's Advisor and Construction Management Services

CITY OF VISTA | VISTA, CA

Peer Review. NV5 has provided as-needed Owner Advisor and Construction Management Services for the City of Vista's Capital Improvements Program. NV5 supported the City by providing owner's representative services, construction management and inspection, and environmental monitoring services during design and construction of the City's Smilax-Mimosa Sewer Improvements project, which was implemented through the progressive design-build (PDB) delivery method. During the design phase this included peer review of design drawings and specifications, coordinating design workshops to provide input to PDB team, review of permitting requirements, and review of the Guaranteed Maximum Price (GMP). During the construction phase this included inspection and daily reporting of construction activities, project coordination, RFI and submittal reviews, schedule review, change order and claims management, progress payment reviews, and environmental monitoring and reporting.



CONTACT INFO

julian.palacios@nv5.com

EXPERIENCE

24 years

EDUCATION

M.S. Environmental Engineering

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)
No. 67735

AFFILIATIONS

American Society of Civil Engineers (ASCE)

JULIAN PALACIOS, PE

QA/QC Manager

Mr. Palacios is an engineering manager with 24 years of experience providing planning, design, construction support services and feasibility studies for water and wastewater treatment, water distribution, wastewater collection, and hydraulic modeling of water and wastewater systems. His experience includes completing water and wastewater infrastructure projects for local public agencies, including the City of Oceanside, City of Carlsbad, City of Vista, Vallecitos Water District, Olivenhain Municipal Water District, Ramona Municipal Water District, and the San Diego County Water Authority.

Project Experience

Various Wastewater Treatment Facility Improvements

[CITY OF EL CENTRO](#) | [EL CENTRO, CA](#)

Project Manager. Mr. Palacios was responsible for preparing final construction documents to install a new bar screen, replace existing constant speed aeration blowers, and replace existing standby emergency generators. The bar screen was installed upstream of Lift Station No. 3 (within the WWTP site) to process a portion of the influent sewer that was pumped into the primary clarifiers unscreened. The improvements included a concrete structure to house an automatic bar screen with washer compactor that operates based on water level in the influent channel or a timer. The constant speed aeration blowers were replaced with variable frequency drive controlled units that automatically adjust speed and modulate flow.

Owner's Representative Septic-to-Sewer Project, Phase II

[HI-DESERT WATER DISTRICT](#) | [YUCCA VALLEY, CA](#)

Assistant Project Manager. Mr. Palacios is part of the NV5 team providing Owner's Representative and Construction Management services for Phase II of the District's Septic-to-Sewer project. The Town of Yucca Valley was identified by the Regional Water Quality Control Board as a priority area to eliminate the use of septic systems in its Colorado River Basin Water Quality Control Plan. The District, as a provider of water and wastewater service in the community, implemented Phase I of a wastewater collection and centralized treatment system. Phase II will extend the existing collection system and convey flow to the centralized wastewater treatment facility constructed during Phase I. As Owner Representative, NV5 will support the District in the implementation of Phase II, which will utilize progressive design-build delivery method to streamline design and construction.

Owner Consultant for the Progressive Design-Build of the Oceanside Mesa Garrison Force Main and Lift Station

[CITY OF OCEANSIDE](#) | [OCEANSIDE, CA](#)

Project Manager. Mr. Palacios is overseeing the NV5 team providing Owner's Representative and Construction Management services for the City of Oceanside's Progressive Design-Build of the Oceanside Mesa Garrison (OMG) Force Main, OMG Lift Station, Mission Avenue Lift Station (MALS) Force Main, and Land Outfall Replacement Project. The project is a key element in the City's program to decommission the La Salina Wastewater Treatment Plant (LSWWTP) and divert wastewater flows to the San Luis Rey Water Reclamation Facility (SLRWRF). NV5 is assisting the City and the Progressive Design-Build Team in the execution of the project during design, construction, and commissioning phases.



CONTACT INFO

james.owens@nv5.com

EXPERIENCE

24 years

EDUCATIONMBA, Business
Administration

B.S. Civil Engineering

LICENSES/CERTIFICATESCivil Engineer (CA)
No. 66067LEED Accredited
Professional**JAMES OWENS, PE, LEED AP****Project Engineer**

Mr. Owens is a water/wastewater-focused civil engineer with 24 years of experience with NV5 throughout California. He regularly reviews technical documents, design drawings and specifications packages prepared by others in NV5's water/wastewater group to provide an arm's length review free from the day-to-day development of these documents. Mr. Owens leads a variety of water and wastewater projects during the troubleshooting, conceptual design, planning, financing and design phases. He is experienced in performing population and demand projections, hydraulic analysis and design, project and system financial analysis, and planning and design of facilities.

Project Experience**Water and Wastewater Master Plan and Rate Study**

CITY OF EL CENTRO | EL CENTRO, CA

Mr. Owens developed the water portion of the master plan, including demographic projections, description and evaluation of existing facilities, identification of deficiencies, development of solution alternatives, evaluation and recommendation of alternatives, and development of the Capital Improvement Plan. He gave several presentations to City staff, BECC and EPA officials. He determined necessary rate changes to customers working with City staff to finalize the capital improvements schedule, personnel additions, existing and projected debt service, and other expenses. Mr. Owens determined revenue requirements for several financial scenarios and selected one that satisfied City Staff, minimizing impacts to customers while financing necessary improvements.

Phase 6 Inflow and Infiltration Mitigation Sewer Improvements

CITY OF LA MESA | LA MESA, CA

Project Engineer. Mr. Owens assisted with the preparation of the Clean Water State Revolving Fund Application for the Phase 6 Inflow and Inflow Mitigation Sewer Improvements project for the City of La Mesa. The project included CCTV review, manhole inspections, pipeline and manhole condition assessment, utility research and mapping, surveying, geotechnical investigation, and design of approximately 11,500 LF of 8-inch sewer pipelines and trenchless Cured-In-Place-Pipe (CIPP) rehabilitation of approximately 3,900 LF of 6-inch and 8-inch sewer pipelines for the Vista La Mesa neighborhood in southwest La Mesa.

Ramona The Acres Consolidation Septic-to-Sewer Feasibility Study

RURAL COMMUNITY ASSISTANCE CORPORATION | RAMONA, CA

QA/QC Manager. Mr. Owens oversaw QA/QC of NV5's preparation of a feasibility study to evaluate Ramona Municipal Water District (RMWD)'s extending service and consolidating the Acres area. NV5 reviewed the existing RMWD distribution system records and developed private well consolidation concepts and related cost opinions. A hydraulic model was developed with a base demand scenario and maximum day demand plus fire flow conditions to evaluate the capacity of the existing nearby pipelines and proposed improvements required for the existing RMWD infrastructure. NV5 conducted a desktop geotechnical study and evaluated potential permitting, notifications, and environmental documentation requirements and approvals. NV5 is currently preparing final design documents for the recommended project, which includes approximately 4,400 LF of distribution pipelines.



CONTACT INFO

steven.granados@nv5.com

EXPERIENCE

19 years

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)

No. 74823

Qualified SWPPP

Developer/Qualified

SWPPP Practitioner

No. 24004 (CASQA)

STEVEN GRANADOS, PE, QSD/P**Project Engineer**

Mr. Granados has 19 years of experience with NV5 providing project engineering on a variety of water and wastewater projects for local public agencies, including project management, planning, engineering design, and preparation of preliminary engineering reports. He has extensive knowledge of software engineering tools such as AutoCAD, Land Desktop, SewerCAD, Flowmaster, and Microsoft Office.

Project Experience**Various Wastewater Treatment Facility Improvements**

CITY OF EL CENTRO | EL CENTRO, CA

Project Engineer. Mr. Granados prepared final construction documents to install a new bar screen, replace existing constant speed aeration blowers, and replace existing standby emergency generators. The bar screen was installed upstream of Lift Station No. 3 (within the WWTP site) to process a portion of the influent sewer that was pumped into the primary clarifiers unscreened. The improvements included a concrete structure to house an automatic bar screen with washer compactor that operates based on water level in the influent channel or a timer. The constant speed aeration blowers were replaced with variable frequency drive controlled units that automatically adjust speed and modulate flow.

Owner Consultant for the Progressive Design-Build of the Oceanside Mesa Garrison Force Main and Lift Station

CITY OF OCEANSIDE | OCEANSIDE, CA

Pipeline Lead. Mr. Granados is serving on the NV5 team providing Owner's Representative and Construction Management services for the City of Oceanside's Progressive Design-Build of the Oceanside Mesa Garrison (OMG) Force Main, OMG Lift Station, Mission Avenue Lift Station (MALS) Force Main, and Land Outfall Replacement Project. The project is a key element in the City's program to decommission the La Salina Wastewater Treatment Plant (LSWWTP) and divert wastewater flows to the San Luis Rey Water Reclamation Facility (SLRWRF). NV5 is assisting the City and the Progressive Design-Build Team in the execution of the project during design, construction, and commissioning phases.

Tres Amigos Water Line Replacement

VALLECITOS WATER DISTRICT | SAN MARCOS, CA

Project Engineer. Mr. Granados provided preliminary engineering and final design services to the Vallecitos Water District in support of the Tres Amigos Water Line Replacement Project. The project includes replacement of approximately 7,800 linear feet of distribution mains located within the northern limits of the District's service area. The project also aims to move the pipeline to an alignment corridor that is accessible to District operations and relocate a portion of the pipeline from residential backyards. NV5 services included surveying and mapping, geotechnical investigation, utility potholing, new easement acquisitions and processing. NV5 prepared a Preliminary Design Report that analyzes and recommends potential alternative alignments and construction methods for replacement of aforementioned sections of water pipeline to address the District's operational and maintenance issues.



CONTACT INFO

shen.huang@nv5.com

EXPERIENCE

13 years

EDUCATIONM.A. Peace and Conflict
StudiesB.S. Mechanical
Engineering**LICENSES/CERTIFICATES**Civil Engineer (CA)
No. 92286**SHEN HUANG, PE****Project Engineer**

Ms. Huang has comprehensive knowledge of public water systems related-infrastructure, consolidation, groundwater treatment (including fluoride, arsenic, uranium, and nitrate removal), and state and federal financial assistance programs. She provides assistance to prepare Drinking Water State Revolving Funding Applications that result in successful planning and construction projects. Having formerly served at the State Water Resources Control Board, Ms. Huang has in-depth knowledge of preparing preliminary engineering reports and feasibility studies that result in comprehensive solutions that address groundwater contamination.

Project Experience**Phase 6 Inflow and Infiltration Mitigation Sewer Improvements**

CITY OF LA MESA | LA MESA, CA

Project Engineer. Ms. Huang prepared the pipeline condition assessment, preliminary engineering report, and Clean Water State Revolving Fund Application for the Phase 6 Inflow and Inflow Mitigation Sewer Improvements project for the City of La Mesa (City). She also assisted in the preparation of the final plans, specifications, and construction cost opinion. The project included CCTV review, manhole inspections, pipeline and manhole condition assessment, utility research and mapping, surveying, geotechnical investigation, and design of approximately 11,500 LF of 8-inch sewer pipelines and trenchless Cured-In-Place-Pipe (CIPP) rehabilitation of approximately 3,900 LF of 6-inch and 8-inch sewer pipelines.

Phase 7 Inflow and Infiltration Mitigation Sewer Improvements

CITY OF LA MESA | LA MESA, CA

Project Engineer. Ms. Huang prepared the preliminary engineering report, and Clean Water State Revolving Fund Application for the Phase 7 Inflow and Inflow Mitigation Sewer Improvements project for the City of La Mesa (City). She currently is assisting in advancing the final plans, specifications, and construction cost opinion. The project includes CCTV review, manhole inspections, pipeline and manhole condition assessment, utility research and mapping, surveying, geotechnical investigation, design of approximately 8,500 linear feet (LF) of 8-inch replacement sewer pipelines, and funding assistance. The project will replace deteriorating gravity sewer pipelines that serve the University Park neighborhood.

Owner Consultant for the Progressive Design-Build of the Oceanside Mesa Garrison Force Main and Lift Station

CITY OF OCEANSIDE | OCEANSIDE, CA

Permitting and Public Outreach Lead. Ms. Huang is providing public outreach services and peer review of the Progressive Design Build Team's permitting documents as part of the NV5 team providing Owner's Representative and Construction Management services for the City of Oceanside's Progressive Design-Build of the Oceanside Mesa Garrison (OMG) Force Main, OMG Lift Station, Mission Avenue Lift Station (MALS) Force Main, and Land Outfall Replacement Project. The project is a key element in the City's program to decommission the La Salina Wastewater Treatment Plant (LSWWTP) and divert wastewater flows to the San Luis Rey Water Reclamation Facility (SLRWRF).



CONTACT INFO

zachary.stock@nv5.com

EXPERIENCE

5 years

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)

No. 96060

ZACHARY STOCK, PE

Project Engineer

Mr. Stock has five years of experience assisting in the design development of water and wastewater systems, including pipelines, treatment facilities, and pump stations. This includes drafting plan sets, field inspections, and preparing groundwater and wastewater quality monitoring reports. He has extensive knowledge of software engineering tools such as AutoCAD, ArcMap, and Microsoft Office.

Project Experience

Bob Pletcher Way Water Line Repair

OTAY WATER DISTRICT | CHULA VISTA, CA

Project Engineer. Mr. Stock prepared plans to replace an existing 12-inch water line along Bob Pletcher Way after a recent pipeline failure that required an emergency repair. During the repair it was noted that one of the joints had moved into the bell and that the pipeline was likely not adequately restrained. The pipeline is adjacent to the SR-125 underpass, and due to its critical location and risk of failure, the District proceeded with an expedited design for replacement of the unrestrained segment. The design included the water main replacement with restrained joints for two 40-ft segments east and west of the SR-125 crossing encasement, and connections to existing pipelines.

Tres Amigos Water Line Replacement

VALLECITOS WATER DISTRICT | SAN MARCOS, CA

Project Engineer. Mr. Stock provided preliminary engineering and final design services to the Vallecitos Water District in support of the Tres Amigos Water Line Replacement Project. The project includes replacement of approximately 7,800 linear feet of distribution mains. The project also aims to move the pipeline to an alignment corridor that is accessible to District operations and relocate a portion of the pipeline from residential backyards. NV5 services included surveying and mapping, geotechnical investigation, new easement acquisitions and processing. NV5 prepared a Preliminary Design Report that analyzes and recommends potential alternative alignments and construction methods for replacement of aforementioned sections of water pipeline to address the District's operational and maintenance issues.

Phase 6 Inflow and Infiltration Mitigation Sewer Improvements

CITY OF LA MESA | LA MESA, CA

Project Engineer. Mr. Stock assisted with the condition assessment and design plans for the Phase 6 Inflow and Infiltration Mitigation Sewer Improvements project for the City of La Mesa (City). The project included CCTV review, manhole inspections, pipeline and manhole condition assessment, utility research and mapping, surveying, geotechnical investigation, and design of approximately 11,500 LF of 8-inch sewer pipelines and trenchless Cured-In-Place-Pipe (CIPP) rehabilitation of approximately 3,900 LF of 6-inch and 8-inch sewer pipelines. The project will rehabilitate and replace the existing, deteriorating gravity sewer collection pipelines that serve the Vista La Mesa neighborhood and advance the City's goals to remediate excessive infiltration, inflows, and sanitary sewer overflows.



CONTACT INFO

eric.rodriguez@nv5.com

EXPERIENCE

25+ years

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)

No. 59757

Civil Engineer (CO)

No. 64000

Structural Engineer

(CA) No. 4617

ERIC RODRIGUEZ, PE, SE

Structural Engineer

Mr. Rodriguez has more than 25 years of project engineering and structural design experience. His experience encompasses a variety of projects, including power plants, schools, health care facilities, industrial, and commercial facilities. He also has conducted structural code compliance reviews of various power plant structures, non-building structures, and commercial and retail structures. His levels of involvement have included preparation and review of proposals and structural drawings, supporting calculations, and specifications, as well as construction support.

Project Experience

City Engineering & Extension of Staff Services

CITY OF BRAWLEY | BRAWLEY, CA

Mr. Rodriguez is part of the NV5 team providing staff extension services to the City of Brawley, including water and wastewater technical assistance and peer review, Acting City Engineer services, assistance developing standard drawings and specifications, plan checking, preparation of developer review standards, and management of developer engineering submittals and review. Water and wastewater technical assistance services have included updating the Sanitary Sewer Management Plan, existing infrastructure condition assessments, review of on-site and off-site water and sewer improvements for residential, commercial, and school district development projects, capacity analysis of the water distribution and sewer collection system, and review of water and sewer studies.

Mitchell's Avenue E Park Engineering Assistance for Interim Arsenic Project

MITCHELL'S AVENUE E. PARK, INC. | LANCASTER, CA

Mr. Rodriguez is part of the NV5 team providing engineering assistance for an interim project to address arsenic exceedances in Mitchell's existing drinking water system. The interim project aims to reduce the concentration of arsenic in drinking water on a temporary basis to below California's maximum contaminant level. NV5's scope of services for this project includes procurement support for the interim arsenic removal system equipment (AdEdge/Chart), the review of shop drawings prepared by the arsenic treatment equipment supplier, design and contractor procurement support for installation of the treatment unit, and administrative support for Mitchell's funding agreement with the State Water Resources Control Board.

On-Call City Engineering/Plan Check Services

CITY OF IMPERIAL BEACH | IMPERIAL BEACH, CA

Mr. Rodriguez was part of the NV5 team that provided city engineering and plan check services for this community. The suite of services consisted of three major elements: city engineer services, plan check/development review, and design and management of capital projects. NV5 provided engineering review of all site civil and public improvement plans submitted for City permitting. NV5 also reviewed and signed all subdivision maps and other similar documents as City Engineer and City Surveyor. NV5 also provided City Engineering and extension of staff services on a variety of projects through the design and administration of capital improvement projects, grant application and administration services, ADA evaluation and improvements, local drainage improvements, structural assessment services, coastal engineering, and water quality support services.



CONTACT INFO

roland.elvera@nv5.com

EXPERIENCE

35 years

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)

No. 54936

Qualified SWPPP

Practitioner No. 24209

(CASQA)

ROLAND ELVERA, PE, QSP**Constructability Review**

Mr. Elvera has 35 years of experience in construction management, project management and engineering. His diverse skills include project oversight, construction contract administration, monitoring and coordinating site activities, resolving field issues, minimizing change orders, reviewing contractor submittals, monitoring contractor schedules, and acting as liaison between contractors, designers, operations staff, and the public. His project experience includes water and wastewater treatment facilities, water and wastewater infrastructure, and site civil works.

Project Experience**El Centro Wastewater Treatment Plant Upgrades**

CITY OF EL CENTRO | EL CENTRO, CA

Construction Manager. Mr. Elvera prepared final construction documents to install a new bar screen, replace existing constant speed aeration blowers, and replace existing standby emergency generators. The bar screen was installed upstream of Lift Station No. 3 (within the WWTP site) to process a portion of the influent sewer that was pumped into the primary clarifiers unscreened. The improvements included a concrete structure to house an automatic bar screen with washer compactor that operates based on water level in the influent channel or a timer. The constant speed aeration blowers were replaced with variable frequency drive controlled units that automatically adjust speed and modulate flow.

Owner Consultant for the Progressive Design-Build of the Oceanside Mesa Garrison Force Main and Lift Station

CITY OF OCEANSIDE | OCEANSIDE, CA

Construction Manager. Mr. Elvera provided construction management services for the City of Oceanside's Progressive Design-Build of the Oceanside Mesa Garrison (OMG) Force Main, OMG Lift Station, Mission Avenue Lift Station (MALS) Force Main, and Land Outfall Replacement Project. The project is a key element in the City's program to decommission the La Salina Wastewater Treatment Plant (LSWWTP) and divert wastewater flows to the San Luis Rey Water Reclamation Facility (SLRWRF). NV5 is assisting the City and the Progressive Design-Build Team in the execution of the project during design, construction, and commissioning phases.

As-Needed Owner's Advisor and Construction Management Services

CITY OF VISTA | VISTA, CA

Construction Manager. NV5 has provided as-needed Owner Advisor and Construction Management Services for the City of Vista's Capital Improvements Program. NV5 supported the City by providing owner representative services, construction management and inspection, and environmental monitoring services during design and construction of the City's Smilax-Mimosa Sewer Improvements project, which was implemented through the progressive design-build (PDB) delivery method. During the design phase this included peer review of design drawings and specifications, coordinating design workshops to provide input to PDB team, review of permitting requirements, and review of the Guaranteed Maximum Price (GMP). During the construction phase this included inspection and daily reporting of construction activities, project coordination, RFI and submittal reviews, schedule review, change order and claims management, and environmental monitoring and reporting.



JOEL PAULSON, PLS, GISP

Land Survey Manager

Mr. Paulson is a Licensed Land Surveyor who has been working in the field of surveying and mapping for 43 years.

EXPERIENCE

43 years

EDUCATION

M.A. Near Eastern Studies/
Egyptology

B.A. Near Eastern Studies/
Egyptology

LICENSES/CERTIFICATES

Land Surveyor (CA)
No. 6637

GIS Professional (GISP) No.
90366

PROJECT EXPERIENCE

Phase 7 Inflow and Infiltration Mitigation Sewer Improvements

CITY OF LA MESA | LA MESA, CA

Surveyor. Mr. Paulson provided land surveying services for the Phase 7 Inflow and Inflow Mitigation Sewer Improvements project for the City of La Mesa (City), including field surveying and right-of-way, topographic, and planimetric mapping. The project includes CCTV review, manhole inspections, pipeline and manhole condition assessment, funding assistance, utility research and mapping, surveying, geotechnical investigation, design of approximately 8,500 LF of 8-inch replacement sewer pipelines, for the University Park neighborhood in southwest La Mesa.

Ramona The Acres Consolidation Septic-to-Sewer Feasibility Study

RURAL COMMUNITY ASSISTANCE CORPORATION | RAMONA, SAN DIEGO COUNTY, CA

Land Survey Manager. Mr. Paulson managed land surveying services in support of NV5's preparation of a feasibility study and final design plans to extend Ramona Municipal Water District (RMWD)'s service to the Acres area. Numerous households in the Acres rely on wells that are contaminated with nitrate and uranium. This project will extend approximately 4,400 LF of water lines and appurtenances from existing Ramona Municipal Water District water lines, install approximately 31 water services, backflow preventers, and one pressure-reducing station to provide potable water.

CARL HENDERSON, Ph.D., PE, GE

Geotechnical Engineer

Dr. Henderson has more than 26 years of experience performing geotechnical evaluations for a wide variety of projects

EXPERIENCE

26 years

EDUCATION

Ph.D. Civil Engineering

M.S. Civil Engineering
(Geotechnical)

B.S. Civil Engineering

LICENSES/CERTIFICATES

Geotechnical Engineer (CA)
No. 2886

Civil Engineer (CA)
No. 71115

PROJECT EXPERIENCE

Ramona The Acres Consolidation Feasibility Study and Final Design

RURAL COMMUNITY ASSISTANCE CORPORATION | SAN DIEGO COUNTY, CA

Geotechnical Engineer of Record. Dr. Henderson is the Geotechnical Engineer of Record in support of NV5's preparation of a feasibility study and design plans to extend Ramona Municipal Water District (RMWD)'s service to the Acres area. Numerous households in the Acres rely on private wells that are contaminated with nitrate and uranium and do not have potable water. This project will extend approximately 4,400 LF of water lines and appurtenances from existing Ramona Municipal Water District water lines, install approximately 31 water services, backflow preventers, and one pressure-reducing station to provide potable water.

Owner's Representative Septic-to-Sewer Project, Phase II

HI-DESERT WATER DISTRICT | YUCCA VALLEY, CA

Geotechnical Engineer. Dr. Henderson is part of the NV5 team providing Owner's Representative and Construction Management services for Phase II of the District's Septic-to-Sewer project. The Town of Yucca Valley was identified by the Regional Water Quality Control Board as a priority area to eliminate the use of septic systems in its Colorado River Basin Water Quality Control Plan. Phase II will extend the existing collection system and convey flow to the centralized wastewater treatment facility constructed during Phase I.

EXHIBIT D

LEVINE ACT STATEMENT

Levine Act Statement

***PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED LEVINE
ACT STATEMENT***

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$500 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

This statement must be provided for the company and for each consultant who will work with the City.

City of El Centro Council Members as of the date of this RFP are as follows:

Mayor Sonia Carter
Mayor Pro-Tem Marty Ellett
Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP?
_____ YES ☒ NO
If yes, please identify the Council Member: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES ☒ NO
If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

09/02/25
DATE


(SIGNATURE OF CONSULTANT)

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_____ YES X NO
If yes, please identify the Council Member: N/A
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If yes, please identify the Council Member: N/A

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10/03/2025

DATE


(SIGNATURE OF CONSULTANT)

EXHIBIT B FEE SCHEDULE

FEE PROPOSAL

Fee Schedule

NV5

Effective through the first full year of the contract term. After this time, NV5 will receive a 3% rate increase for each consecutive year of the contract.

ENGINEERING SERVICES	HOURLY RATE**
Engineering Aide/Planning Aide	\$75
Project Assistant	\$85
CADD Technician I	\$85
CADD Technician II	\$95
CADD Technician III	\$115
Sr. CADD Technician/Designer	\$150
Junior Engineer/Planner/Surveyor	\$115
Assistant Engineer/Planner/Surveyor	\$130
Associate Engineer/Planner/Surveyor	\$155
Senior Engineer/Planner/Surveyor	\$220
Manager	\$240
Associate	\$280
Principal	\$300
FIELD	HOURLY RATE**
1-Person Survey Crew (GPS) (Robotic)*	\$200
1-Person Survey Crew*	\$194
2-Person Survey Crew*	\$388
Survey Manager	\$250
REIMBURSABLE EXPENSES	COST
Plotting and In-House Reproduction	1.15 x Cost
Subsistence	1.15 x Cost
Other Expenses - Including Subs & Purchased Services Through Subcontractors	1.15 x Cost
Mileage - Outside Local Area	Per Accepted IRS Rate

* Assumes prevailing wages are applicable for fieldwork.

** Regular rates. Work in excess of 8 hours and work on Saturdays will be billed at 1.5 times the regular rate. Work in excess of 12 hours and work on Sundays and Holidays will be billed at 2 times the regular rate.

*** Rates shown apply to projects and contracts that are not subject to a Community Workforce Agreement (CWA) or Project Labor Agreement (PLA). If the City adopts a CWA or PLA that affects applicable rates, new rates will be negotiated and incorporated into the contract accordingly.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant 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. Consultant 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. 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. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant 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.

Umbrella or excess liability insurance. [If required to meet higher limits.]. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile 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 if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrence of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. 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 for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant 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 specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers

and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the 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. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance 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.

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 Consultant's insurance shall apply separately to each insured against whom 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. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant 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. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be

required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's right to revise specifications. 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant'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, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Claims made: The following provisions shall apply if any of the required policies are written on a claims-made basis:

- a. The Retroactive Date of the policy must be shown and must be before the date of the Agreement or the beginning of the contracted work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a Retroactive Date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

EXHIBIT D
CONSULTANT'S FINANCIAL DISCLOSURE STATEMENT¹

Consultant will comply with all conflict-of-interest laws and regulations including, without limitations, City's Conflict of Interest Code (on file in the City Clerk's Office) as required by Section 4.10 of this Agreement. It is incumbent upon the Consultant to notify the City pursuant to Sections 7.1 and 7.5 of any staff changes relating to this Agreement. The City Manager has made the following determination and Consultant, by his/her signature, acknowledges said determination.²

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required of any officers, employees, and/or agents of Consultant. Consultant duties are as follows:

City Manager



Consultant Signature & Title

Engineering Manager

- B. In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant may make or participate in making a governmental decision, which may have a foreseeable material effect on a financial interest. As a result, the Consultant shall be subject to the Disclosure Category "Consultant" of the City's Conflict of Interest Code.

City Manager



Consultant Signature & Title

Engineering Manager

1. Fair Political Practices Commission Section 18700.3 defines a consultant as follows:

(a) For purposes of Sections 82019 and 82048, "consultant" means an individual who, pursuant to a contract with a state or local government agency:

(1) Makes a governmental decision whether to:

(A) Approve a rate, rule, or regulation;

(B) Adopt or enforce a law;

(C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;

(D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;

(E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;

(F) Grant agency approval to a plan, design, report, study, or similar item;

(G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.

2. Disclosure by Consultants: Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the City's adopted Conflict of Interest Code, subject to the following limitations: The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and closely supervised, and, thus, is not required to comply with the disclosure requirements in the City's adopted Conflict of Interest Code. Such written determination shall include a description of the consultant's duties. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as the City's adopted Conflict of Interest Code.

EXHIBIT E

LEVINE ACT STATEMENT

Levine Act Statement

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ACT STATEMENT***

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Mayor Sonia Carter
Mayor Pro-Tem Marty Ellett
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Claudia Camarena
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP?
_____ YES ☒ NO
If yes, please identify the Council Member: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES ☒ NO
If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

09/02/25
DATE


(SIGNATURE OF CONSULTANT)

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_____ YES X NO
If yes, please identify the Council Member: N/A
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10/03/2025

DATE



(SIGNATURE OF CONSULTANT)



CITY OF EL CENTRO
PUBLICWORKS
Serving our community by sustaining and improving life



***REQUEST FOR PROPOSALS
FOR
ON-CALL SERVICES***

- 1. CIVIL ENGINEERING – GENERAL***
- 2. CIVIL ENGINEERING - WATER AND WASTEWATER TREATMENT***

Requested By:

**City of El Centro
Department of Public Works
307 W. Brighton Ave.
El Centro, CA 92243
Phone: (760) 336-3152
Abraham Campos, PE
Director of Public Works/ City Engineer
August 2025**

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EXHIBITS

A - Civil Engineering – General and Water and Wastewater Treatment. Expanded Scope

B – Sample Proposal Evaluation Form

C – Sample Design Professional Services Agreement

D- Levine Act. Statement

E- Sample Task Order

*No changes shall be made to consultant agreement by consultant.

II. REQUEST FOR PROPOSAL (“RFP”)

NOTICE IS HEREBY GIVEN THAT the City of El Centro (the “City”) is requesting proposals from qualified consultants to provide Civil Engineering Design (Roads and Traffic, and Water and Wastewater facilities) (the “Consultant(s)”).

DEADLINE

Consultants are requested to submit five hard copies of their proposal before **04:30 p.m.** on Friday, September 19, 2025. Refer to section IX for further information.

Note: late, emailed, or faxed proposals will not be considered.

OBTAINING DOCUMENTS

The Contract Documents are available through Planet Bids, by accessing our website (www.cityofelcentro.org) and selecting “GOVERNMENT > PUBLIC WORKS> BIDS & PROPOSALS> PROCEED TO SITE”.

III. INTRODUCTION AND PURPOSE

INTRODUCTION.

The Department of Public Works - Engineering Division of the City of El Centro is seeking professional services from a consulting firm or team (Consultant) for On-Call services for the two (2) disciplines listed below. The City will contract with the primary firm under which subconsultants may operate. The City is requesting services for up the term of the agreement. The term of the agreement shall be for two (2) years, with up to three (3) one (1) year extensions, which extensions shall be at the City’s sole option.

Disciplines:

1. Civil Engineering – General Civil Engineering
2. Civil Engineering – Water and Wastewater Treatment

Up to three consultants shall be selected for each discipline. The City reserves the right to increase or decrease the number of consultants awarded a contract under each discipline.

Consultant must submit a separate responsive proposal to each discipline that Consultant wishes to be considered. Each discipline will be judged independently. You are not required to submit a proposal for both disciplines.

PURPOSE. The purpose of this RFP is to:

1. Familiarize prospective consultants with the information necessary to understand the consultant selection process and the required documentation consultant must

- submit.
2. Receive, review and consider proposals from prospective consultants, and select a consultant to provide the desired services for each discipline.
 3. Execute a contract for on-call services in the form of a Professional Services Agreement (PSA) (see RFP Exhibit C – Sample Standard Agreement), which will include a negotiated rate schedule established at the time of its execution.
 4. Advise prospective consultants that the City is not obligated to issue any contract(s) by issuing this proposal.

The Consultant shall provide the Public Works Department with the ability to obtain assistance quickly during peak workload periods, staffing absences and when expedited/fast track support is needed to satisfy City customers. The most important objective is to maintain a level of high-quality, Civil Engineering Design (Roads, Traffic, Water and Wastewater facilities).

Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the City.

The City reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date for; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means. Consultants that respond to this RFP shall comply with all applicable laws. There are no M/WBE and/or DBE requirements for this RFP.

The contract will be regulated according to the provisions of all Federal, State and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code, as applicable.

Consultants are advised to consider whether services to be performed include classifications subject to state or federal prevailing wage requirements. Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State prevailing wage information is available through the California Department of Industrial Relations website at <https://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>

Labor categories subject to prevailing wage requirements, when employed for any work on this project, are wholly the responsibility of the firm or individual named in any Professional Services Agreement approved by the City. City will not assume any responsibility for Consultant's failure to pay prevailing wages in accordance with State law.

IV. BACKGROUND

The City of El Centro incorporated in 1908 and later became a Charter city. El Centro is the center of one of Southern California's most promising new commercial and industrial regions. There are two international border crossings nearby for commercial and noncommercial vehicles. Covering 11.019 square miles, it is the largest city in Imperial County. El Centro is located 616 miles southwest of San Francisco, 117 miles east of San Diego and 245 miles west of Phoenix, Az. and just 15 minutes from the international industrial complexes in Mexicali, Baja California. El Centro is accessible via Interstate 8, State Highway 86 and State Highway 111. The City population is estimated to be over 45,000 residents; however, population increases during the day as the City is the County seat.

The consultant(s) will work under the direction of the Public Works Director or designee to handle engineering service tasks as they are required. The highest rated consultant(s) will be selected to be on contract for on-call services. Consultant(s) will enter into a master agreement which will specify the billing rates, personnel to be assigned, and other terms. No monthly retainer is anticipated.

Letter proposals will be requested from one or more on-call consultants when engineering service tasks are required. The letter proposals will set forth the scope, fee, personnel, and time of performance for the particular task. The letter proposals will be approved through a task order implementing and attached to the master agreement. Consultant selection for a particular task will be based on qualification as set forth in the Statement of Qualifications. Consultant selection will be at the sole discretion of the City. No consultant is guaranteed work.

V. SCOPE OF SERVICES

Consultants shall submit in their proposal in addition to the main scope the discipline(s) for which they wish to be qualified. The disciplines include, but are not necessarily limited to the following areas of experience and expertise.

Civil Engineering - General

The consultant shall design and prepare plan, specifications, and estimate (PS&E) for arterial and local streets; including traffic engineering/design, landscaping, water, sewer and storm drain design. Sample work activities include:

- Preparation of Phase I and II site investigation and soils reports, including field exploration, drill test borings, sample soils, compacting testing, and laboratory tests. Laboratory shall be Caltrans certified.
- Review and/or preparation of traffic plans (signing and striping plans, traffic detour and traffic staging plans, as well as signals), traffic studies/reports.
- Review and/or preparation of street improvement plans.
- Review and/or preparation of domestic or raw water improvement plans and studies.
- Review and/or preparation of sewer improvement plans and studies

- Review and/or preparation of storm drain improvement plans, hydrology and hydraulic reports.
- Review and/or preparation of tract and parcel map, lot line adjustments, certificates of compliance, map/easement or legal descriptions and supporting documentation.
- Review and/or preparation of structure calculations.
- Review and/or preparation of engineering quantity estimates and costs.

Designers shall have a minimum of 10 years' experience in civil design for public facilities. A detailed scope of work is available as Exhibit A of this RFP.

The consultant shall assist City staff to identify and prioritize pavement preservation projects; design and prepare plan, specifications, and estimate (PS&E) for pavement projects. Utilize the latest technologies to design and construct/rehabilitate pavements in the most cost-effective way. Consultant must be experienced with state and federal funded projects and pavement designers shall have a minimum of 10 years' experience in pavement design. A detailed scope of work is available as Exhibit A of this RFP.

Civil Engineering – Water and Wastewater Treatment Facilities

The objective of this discipline is to enable the City to improve the City potable water, sanitary sewer and storm water systems to meet the rules and regulations of the State and Federal mandates as well as public demand. Consultant shall provide all services and work required to complete studies, designs, plans, specifications and estimates for City projects as identified in the current city water, wastewater and storm water master plans or as may be requested by the City. City may request the consultant to update said master plans. The consultant shall have 10 years' experience in the design of potable and sanitary sewer treatment, collection and distribution systems in compliance with State and Federal requirements in the State of California. A detailed scope of work is available as Exhibit A of this RFP.

The above list is not intended to be exclusive; other services will likely be sought as the need arises. The statement of qualifications does not need to include a fee proposal for any of these specific tasks; fee proposals for individual tasks would be requested during the course of the on-call contract.

Periodically, the City has the need for assistance with special engineering studies or general staff augmentation. The consultant must be able to assist the City through this contract to provide the necessary services.

The consultant shall utilize its' in-house staff and/or sub-consultants to complete the assignments to meet the City standards. For specialized work for which the prime consultant will require a sub-consultant, the prime consultant will serve as an administrative liaison between the City and the sub-consultant. The prime consultant mark-up for sub-consultants shall not exceed 10%.

VI. PROJECT SCHEDULE

The following is a tentative schedule for the project:

Release of RFP	08/22/2025
Proposal Due	09/19/2025
Consultant Interview (if needed)	Week of October 6th, 2025
Contract Award	10/21/2025

VII. DELIVERABLE ITEMS

The Consultant will be required to verify that all information submitted as services rendered is accurate and current. Furthermore, the Consultant will be required to document the source(s) of all compiled information. All information generated as part of the Consultant's or sub-consultant's work shall become part of City of El Centro record of the project.

VIII. CORRECTIONS

Proposing Consultants are encouraged to amplify the scope of services, to identify any supplemental tasks necessary, and to recommend any alternatives that may enhance the project or reduce costs. Where applicable, consultant is encouraged to describe the anticipated level of effort for each task.

IX. DELIVERY OF PROPOSALS

Proposals must be submitted to 307 W. Brighton Ave., El Centro CA 92243 by at 4:30 pm on Friday, September 19, 2025 with subject reading as follows:

Response for City of El Centro On-Call Services RFP
Discipline: *(Enter Discipline to be considered here)*
Attn: Abraham Campos, PE
Public Works Director/City Engineer

On a separate envelope, submit a hard copy Fee Schedule to the same address and by the same date in a sealed envelope marked:

Fee Proposal for City of El Centro On-Call Services
Discipline: *(Enter Discipline to be considered here)*
Attn: Abraham Campos, PE
Public Works Director/City Engineer

Proposals and Fee Proposals received after the stated deadline will not be accepted. Advance submittals are permitted. The City will not be liable for any costs incurred by the Consultant

incidental to the preparation of proposals or for developing and carrying out interview presentations.

Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of El Centro and the Consultant selected.

Questions concerning the RFP must be submitted via the Planet Bids portal. All questions must arrive at least ten (10) calendar days prior to the proposal due date to allow time for distributing answers and/or clarifications.

No questions or inquiries may be directed to any individual (s) at the location detailed in this document. All inquiries must be submitted in writing per the process described in this document. Attempts to contact any City employee other than the designated contact for this RFP may result in rejection of a submitted proposal. No questions will be answered after the ten-day period.

X. SELECTION PROCESS

City staff will evaluate the proposals based on effectiveness and efficiency in supporting each of the following items.

1. Overall responsiveness to the RFP
2. Consultant (and project team) qualifications, experience and referenced projects
3. Qualifications, experience and commitment of the project manager and team members. The project manager shall preferably have successfully completed at least three (3) projects of similar nature, complexity, and size during the last 10 years
4. Project understanding, innovative approach and proposed scope of work
5. Ability to deliver the project scope of work within the stated estimated level of effort
6. Project management plan and schedule
7. Ability to sign the City's Standard Professional Services Agreement and provide the City's standard insurance coverages listed therein

Based on this evaluation, the City may choose to invite up to three (3) Consultants from each discipline to participate in an oral presentation/interview session or select the Consultant based on the results from the evaluation of the proposal.

In the event the City chooses to conduct interviews as part of the selection process, the selected Consultants will be asked to bring an interview panel including the project manager and up to three (3) (maximum) key staff members who will be directly involved in providing the services. The Consultants selected for the interview will be allowed thirty (30) minutes to present their Consultant experience and project approach. Following the presentation there will be a thirty (30) minute informal question and answer discussion.

At the conclusion of the evaluation, the City may enter into contract negotiations with the top three ranking Consultants. If negotiations with the top-ranking Consultants are unsuccessful, negotiations will terminate and the City may undertake negotiations with the

fourth-ranked Consultant. City staff then will make recommendations to the City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

Furthermore, the City reserves the right to reject any or all proposals, and to waive any and all irregularities to choose the Consultant which, in the City's opinion, best serves the City's interests. The City will not be liable for any costs incurred by the Consultant incidental to the preparation of proposals or for developing and carrying out interview presentations.

All Consultants issued this RFP were previously asked to certify that they would execute a contract with the City of El Centro with no exceptions or additions.

XI. SUBMITTAL REQUIREMENTS

Proposals shall be formatted for 8-1/2" x 11" portrait pages for written materials and 11" x 17" landscape pages for drawings, consisting only of the specified materials requested below. If interviews are required, presentation boards may be used. Presentation boards shall be 30" x 42", unframed with appropriate scale and identification.

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Do NOT include marketing brochures or other promotional material not connected with this RFP. **Responses must be limited to 30 pages maximum.**

To be responsive, each Proposal must include only the following information in the format indicated. Proposals not organized according to the following format may be rejected.

1. Cover with title and date
2. Cover Letter that documents the proposal offer, lists subconsultants and their roles, location of office where work will be done, is signed by an officer of the Consultant (or by another person with authority to act on behalf of and bind the Consultant), and indicates the contact person for the proposal
3. Table of Contents
4. Executive Summary
5. Approach to satisfying scope of work, which should highlight key issues as well as special processes, tools and lessons learned that will be applied
6. Scope of Work based on the respective discipline above
7. Availability to meet the expected schedule for this work, including current workload and backlog
8. History, general qualifications, employee count by title and discipline, and recent or pending litigation for Consultants and subconsultants

9. Proposer must provide three (3) references for which Proposer has provided similar services performed in California of the nature and scope as set forth in the RFP within the last five (5) years. Include name of business, name of contact person, telephone number of contact person, and description and date of services provided. References for public agency projects are preferred.
10. Qualifications of Project Manager and Key Staff of Consultant and subconsultants, including individual resumes listing required licenses, credentials and relevant experience addressing qualifications requirements specified herein, with relevant experience focused on similar projects completed within the last 10 years. City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the services being considered. The Proposer shall furnish resumes in outline form for the key personnel committed to this account. Proposer shall also include the number and type of additional support personnel who will be providing services. The substitution or addition of individuals shall be allowed only with prior written approval of the City.

EXHIBIT A

CIVIL ENGINEERING – GENERAL AND WATER AND WASTEWATER TREATMENT. EXPANDED SCOPE

1.0 Scope of Work

The Scope of Work shall include, but not limited to the following tasks:

In general, the Consultant shall perform engineering design services resulting in contract documents (plans, specifications and cost estimates) for various projects on an as-needed basis. The Consultant shall provide a detailed schedule of the assigned project upon issuance of a Task Order of that particular project. The Consultant shall also provide all field survey works required to complete the designs. In addition to scope of work items necessary to complete the design of approved CIP projects, the selected consultant shall also provide specific Engineering Technician services. The services to be provided are enumerated below.

The Consultant's services shall include, but are not limited to, the following:

1. Research existing records of utility companies and agencies and coordinate the proposed improvements with existing field conditions.
2. Prepare all documentation required to obtain permits from any and all agencies having jurisdiction of the project.
3. Conduct an environmental assessment for each project and prepare all documentation required to comply with the California Environmental Quality Act (CEQA).
4. Provide all field survey and topographic work necessary to complete the design effort. Design level survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in accordance with the City guidelines and in AutoCAD Computer Aided Design and Drafting (CADD) format. The horizontal datum shall be NAD 83 and the vertical datum shall be NAVD 88. All survey field notes shall be on forms provided by the City, shall be neatly completed in pencil, and shall become property of the City upon completion of the project. Informal field investigations including marking of removal areas may be required for some of the sidewalk, curb and gutter, and pavement replacement projects.
5. Complete the design of projects including plans, specifications, and engineer's construction cost estimate. The Consultant shall contact manufacturers and/or contractors to verify the engineer's estimate prior to submitting to the City. Specifications shall be prepared in Microsoft Word and an electronic copy of the final version shall be furnished to the City. The City will provide the specification boiler plate to the Consultant.
6. All preliminary and bid sets of plans shall be plotted on bond or velum using the AutoCAD program. All drawings shall be completed per the City of El Centro CADD Standards

7. All original plan sheets, the title sheet of the specifications, calculations, and reports shall be signed and stamped by the Consultant's licensed professional engineer in responsible-charge of the project. These signed originals will then become the property of the City.
8. The Consultant shall provide support services as needed during the bidding and construction phases of the project, including:
 - A. The Consultant shall respond to bidder inquiries during the bidding process, including preparation of any addenda. Upon award of the construction contract, the Consultant shall attend the pre- construction meeting.
 - B. The Consultant shall review and approve all submittals and shop plan drawings required supporting the construction contract. The Consultant shall complete shop drawings reviews within one (1) week of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.
 - C. The Consultant shall respond to written Requests for Information (RFI) to provide clarification or resolve discrepancies in the contract documents. Responses shall be completed within three (3) working days.
 - D. The Consultant shall provide periodic field reviews and bring to the attention of the City of El Centro any defects or deficiencies in the work by the construction contractor which the Consultant may observe. The Consultant shall have no authority to issue instruction on behalf of the City of El Centro, or to deputize another to do so.
9. Upon the completion of construction, as-builts shall be submitted to the City. The Consultant shall incorporate all changes to the plans electronically with all necessary revision notations. Once plans have been updated, a signed set of as-built mylars shall be submitted to the City with an electronic copy (in AutoCAD and pdf formats) of the final as-built drawings via CD or e-mail.
10. The Consultant shall monitor the project progress, maintain project files, and control the quality of the work performed by in-house staff and/or sub-consultants. Incomplete (not meeting targeted completion) or poor-quality work will not be accepted. The Consultant will need to revise the documents within a revised schedule set by the City, which may require overtime. No additional regular or overtime hours shall be approved for the required revisions.
11. Attend meetings with the City staff as required.
12. Coordinate plan check, design topics, permits and any other issues with the City, other Agencies, and all utility companies as required. The Consultant shall be the liaison with affected agencies.
13. The Consultant shall be responsible for reviewing and approving addenda and clarifications to plans and specifications.

1.1 Preliminary Design

Review available record plans, existing/proposed conditions and requirements. Attend the Field Review Meeting; prepare Field Review Report

Conduct a field survey in order to confirm the accuracy of any existing drawings, surveys, streets, and utility locations data obtained. Consultant is expected to conduct additional surveys based on the project requirements.

Consultant shall prepare a preliminary Design Report (PDR) of alternatives, preliminary cost estimate and preferred alternative.

1.2 Development of Detail Plans, Specifications and Estimate (PS&E):

All reports, plans, specifications and quantity calculations shall conform to criteria, policies, procedures and standards of Caltrans, APWA and the City, and shall be made available to the City at stages specified in the milestone schedule and upon request.

Construction plans shall adhere to City of El Centro Standard Construction Drawing standards. The Consultant shall produce, at the Consultant's sole cost and expense, blank reproducible sample plan sheets and any needed standard drawings. Standard drawings and standard plans shall be incorporated into the Contract Plans where applicable.

Each plan sheet shall bear the State of California Registered Professional Engineer registration seal within signatures, license number and registration certificate expiration date of the Engineer who is in responsible charge for developing the plan. Each plan sheet shall be signed by the engineer who performed the independent plan check.

Consultant shall prepare complete contract specifications based on the Manuals/Standards section 2.4.

A list of contract pay items with the descriptions, item codes and estimated quantities shall be included in the front of the special provisions.

The Consultant shall prepare quantity calculations for items that are applicable to this project, and prepare cost estimates.

Quantities for all contract pay items shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams, and dimensions necessary to allow them to be independently used by field inspectors during construction.

Electronic files for all structural details and calculations shall be submitted at the end of the contract or when requested by the City.

All electronic software developed, databases generated, spreadsheets and intellectual properties developed during the life of the Agreement shall become the property of the City.

1.3 Environmental Documents and Permit Compliance

Specific environmental documentation work as may be required by the funding agency and the City including, but not be limited to the following: prepare Preliminary Environmental Study (PES), CEQA compliance documentation, technical studies, , NPDES permit, Regional Board Section 401 certification, any coordination as required completing the environmental NEPA and

CEQA work, and any encroachment permits required for the project from agencies such as Caltrans, County of Imperial, the City and any other having jurisdiction.

1.4 Utility Research and Coordination

- (1) Research and obtain file copy of utility maps within the project limits for existing and/or proposed facilities.
- (2) Prepare preliminary plans with utility notices/questionnaires to be sent to utility companies.
- (3) Plot existing and proposed utilities in plan (and profile when applicable)
- (4) Monitor response of utility notices received by the City and then make recommendations for mitigating conflicts.
- (5) Attend coordination meetings when required regarding adjustments and relocations.
- (6) Pothole information, where required, shall be coordinated by the Consultant.

1.5 Construction Bidding Phase

Bidding procedures will be the responsibility of the City. While the PS&E construction package is being advertised for bids, all questions concerning the intent shall be referred to the City for resolution. In the event that any items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decision by the City, or by a covering change order after the award of the construction contract.

1.6 Construction Support Phase (As Needed)

- (1) All construction support work shall be coordinated with the City.
- (2) Consultant shall furnish, at the consultant's sole cost and expense, all necessary drawings for corrections and change orders required by errors and omissions of the Consultant. The original tracing(s) of the drawings and contract wording for the change orders shall be submitted to the city for duplication and distribution.
- (3) Consultant will receive written notification of the award of a construction contract. Upon such notification, Consultant will proceed with the services required by the Agreement.
- (4) Consultant is required to attend the pre-construction meeting with the successful construction contractor upon notification by the City.
- (5) Consultant shall review and approve all submittals and shop plan drawings required supporting the construction contract. Consultant shall complete shop drawings reviews within two (2) weeks of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.
- (6) Consultant shall be available as requested by the City to resolve discrepancies in the contract documents. Consultant shall bring to the attention of the City any defects or deficiencies in the work by the construction contractor which the Consultant may observe. Consultant shall have no authority to issue instruction on behalf of the City, or to deputize another to do so.
- (7) The Consultant shall prepare and deliver to the City the final as-built plans incorporating field marked prints supplied by the City. Upon completion of construction, the City will submit field-marked prints to Consultant. Consultant shall incorporate all changes to the plans electronically with all necessary revision notations and submit to the City.

1.7 Description of Required Services

All work shall be performed in conformance with the State of California and/or City of El Centro policies, procedures and standards.

Consultant shall carry out the instructions received from the City and shall cooperate with the City and other involved agencies.

The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications and estimates prepared and shall check all such materials accordingly. The plans will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the city do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of Consultant.

Consultant or its sub consultants shall not incorporate in the design any materials or equipment of single or sole source origin without written approval of the City.

The plans, specifications, estimates, calculations, and other documents furnished under the Agreement shall be of a quality acceptable to the City and State. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and dated and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that of similar types produced by the State and set forth in related Caltrans manuals. The Consultant shall modify its work as necessary to meet the level of acceptability defined by the criteria above.

The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Agreement. The Quality control plan shall establish a process whereby plans are independently checked, corrected and back checked, and all job-related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files.

2.0 Construction Plans

2.1 60% PS&E (Unchecked Details)

Unchecked plan details shall consist of 60% design and detailed plans ready for the independent design check.

Three sets (3) full size (24"x36") of design plans. The following submittals may be submitted electronically: draft SSP, preliminary quantities and estimates, pay item list, and design calculations.

2.2 100% PS&E

The Consultant shall submit the following documents for review and approval: Four sets (4) full size (24"x36") signed and sealed prints of checked design Electronic copies of Special Provisions
Electronic copies of cost estimate and check quantity calculations

Electronic copies of design calculations

Electronic copies of design check calculations

Other reports as needed by the City of El Centro

The City will review and comment on the PS&E package as soon as possible. The turnaround goal is within four (4) weeks of receipt of the complete PS&E package. One (1) copy of those documents with comments will be returned to the Consultant.

2.3 Final PS&E

The Consultant shall submit the following documents for review and approval:

Electronic sets of signed final design plans

Electronic copies of signed final specifications

Electronic copies of final cost estimate and final quantity calculations

Electronic copies of final design calculations

Electronic files in its original format and in PDF of all plans, specifications, and estimates

2.4 Manuals/Standards

Where applicable, engineering design of all PROJECT improvements shall be compatible and in accordance with the following as applicable:

Caltrans Highway Design Manual

Caltrans Standard Plans

Caltrans Standard Specifications

Imperial County Hydrology Manual

American Public Works Association Standard Specifications for Public Works Construction

American Public Works Association Standard Plans

American Water Works Association

City of El Centro Standard Plans

San Diego Regional Standard Drawings

It will be the responsibility of the Consultant to verify that it has received the latest version or update of these documents.

Plans for the improvements on the State Highway shall be prepared in accordance with Caltrans recommended practice for detailing and scope of work. Caltrans Standard plans shall be utilized where applicable and may be called out on the plans as reference.

Local street improvement plans shall adhere to City of El Centro Standard Plans and the Standard Specifications for Public Works Construction. Plans shall be computer drafted in AutoCAD compatible format and shall adhere to the current City of El Centro Public Works Department CAD standards.

The Consultant's work will be subject to inspections by representatives of the City, County, State and FHWA

2.5 Coordination

Coordination with the City, other consultants and other involved agencies will be required to

achieve compatible designs, phasing of construction with existing or designed conditions, and timely delivery of the contract PS&E. Coordination may include, but not be limited to, coordination with Caltrans, FHWA, Regional Water Quality Control Board and other agencies.

The City will decide the manner in which the coordination of individual matters is undertaken. At the City's option, coordination efforts may be performed by the Consultant's direct contact, by the Consultant acting through the City or by the City only. When coordination efforts require Agreement, such Agreement shall be coordinated through the City.

EXHIBIT B

SAMPLE PROPOSAL EVALUATION FORM

<u>CONSULTANT/FIRM NAME:</u>		
Criteria	Max Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work	25	
Quality of staff for work to be done	15	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	10	
Financial responsibility	10	
Familiarity with local and regional approving agencies	5	
Total	100	

Evaluator

Print Name: _____

Signature: _____

Date: _____

Contract Manager

Initials: _____

Date: _____

EXHIBIT C
SAMPLE DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT D

LEVINE ACT STATEMENT

Levine Act Statement

PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$500 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

This statement must be provided for the company and for each consultant who will work with the City.

City of El Centro Council Members as of the date of this RFP are as follows:

Mayor Sonia Carter
Mayor Pro-Tem Marty Ellett
Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP?
_____ YES _____ NO
If yes, please identify the Council Member: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES _____ NO
If yes, please identify the Council Member: _____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

DATE

(SIGNATURE OF CONSULTANT)

EXHIBIT E
SAMPLE TASK ORDER

SAMPLE CONSULTANT TASK ORDER #
FOR CITY OF EL CENTRO ON-CALL CONTRACT

PROJECT NAME: On-Call Services CONSULTANT: Engineering Firm
LOCATION: Various in City of El Centro ADDRESS: Somewhere, CA

This task order scope is made by and between the CITY OF EL CENTRO, acting through the Public Works Director, "CITY", and Engineering Firm, Somewhere, CA "CONSULTANT."

WHEREAS, CITY and CONSULTANT have entered into a contract, known as "AGREEMENT FOR ON-CALL CONSULTING SERVICES BETWEEN THE CITY OF EL CENTRO AND _____SERVICES"; which was fully executed on _____ by Resolution No. _____

WHEREAS,

1. CITY has solicited proposals for specific scope of work (Sub-Tasks) to be performed through this Task Order, herein attached as Exhibit A in accordance with section 1.2 of the On-Call agreement.
2. CITY has received a cost proposal for said Task Order herein attached as Exhibit B in compliance with Article III of the On-Call agreement.

NOW THEREFORE, it is mutually agreed to supplement the agreement as follows:

1. The original agreement is extended by a period of 0 yrs as it relates to the scope of this Task Order from today's date in order to complete the work independent of any other extension to the original agreement.
2. CITY and CONSULTANT may mutually elect to further extend this Task Order's time in order to complete its scope of work.
3. In accordance with section 1.4 of the On-Call Agreement, CITY directs CONSULTANT to proceed with said Task Order at the rate established in the cost proposal.
4. Said scope and cost shall be tracked solely under this Task Order and shall be independent of other Task Orders executed under the original on-call contract.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, this Task Order is executed by the City of El Centro, acting by and through the Director of Public Works, pursuant to section 1.2 of the On-Call agreement, authorizing such execution, and by the Consultant.

Dated this _____ day of _____, 20__.

THE CITY OF EL CENTRO

By:

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

Date: _____

I HEREBY CERTIFY I can legally bind _____ and that I have read all of this Task Order,
this _____ day of _____, 20__.

By: _____
Authorized Representative

Title:

Print Name: _____

Date: _____

EXHIBIT G

SAMPLE CONSULTANT TASK ORDER # FOR CITY OF EL CENTRO ON-CALL CONTRACT

PROJECT NAME: On-Call Services CONSULTANT: Engineering Firm
LOCATION: Various in City of El Centro ADDRESS: Somewhere, CA

This task order scope is made by and between the CITY OF EL CENTRO, acting through the Public Works Director, "CITY", and Engineering Firm, Somewhere, CA "CONSULTANT."

WHEREAS, CITY and CONSULTANT have entered into a contract, known as "AGREEMENT FOR ON-CALL CONSULTING SERVICES BETWEEN THE CITY OF EL CENTRO AND _____ SERVICES"; which was fully executed on _____ by Resolution No. _____

WHEREAS,

1. CITY has solicited proposals for specific scope of work (Sub-Tasks) to be performed through this Task Order, herein attached as Exhibit A in accordance with section 1.2 of the On-Call agreement.
2. CITY has received a cost proposal for said Task Order herein attached as Exhibit B in compliance with Article III of the On-Call agreement.

NOW THEREFORE, it is mutually agreed to supplement the agreement as follows:

1. The original agreement is extended by a period of 0 yrs as it relates to the scope of this Task Order from today's date in order to complete the work independent of any other extension to the original agreement.
2. CITY and CONSULTANT may mutually elect to further extend this Task Order's time in order to complete its scope of work.
3. In accordance with section 1.4 of the On-Call Agreement, CITY directs CONSULTANT to proceed with said Task Order at the rate established in the cost proposal.
4. Said scope and cost shall be tracked solely under this Task Order and shall be independent of other Task Orders executed under the original on-call contract.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, this Task Order is executed by the City of El Centro, acting by and through the Director of Public Works, pursuant to section 1.2 of the On-Call agreement, authorizing such execution, and by the Consultant.

Dated this _____ day of _____, 20__.

THE CITY OF EL CENTRO

By: _____
Abraham Campos P.E., Public Works
Director, City Engineer

Date: _____

I HEREBY CERTIFY I can legally bind _____ and that I have read all of this Task Order,
this _____ day of _____, 20__.

By: _____
Authorized Representative

Title:

Print Name: _____

Date: _____



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-413)

Item: 18.

Meeting: 12/16/2025 3:30 PM

Department: Community Development

Category: Resolution

Prepared by: Angel Hernandez,
Community Development Director

Department Head: Angel Hernandez

DOC ID: 2025-413

Public hearing to consider the decision of the Planning Commission denying Zoning Variance No. 25-01 for a six-foot-high wall at the northwest corner of 2779 W. Main Street

CITY MANAGER'S RECOMMENDATION:

Approve the decision of the Planning Commission denying Zoning Variance No. 25-01 for a six-foot-high wall at the northwest corner of 2779 W. Main Street

FISCAL IMPACT:

Not applicable

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Community Health, Safety & Welfare

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

Not applicable

BACKGROUND:

The applicant and property owner, Jason Jackson, submitted a variance request to construct a six (6)-foot-tall masonry fence within the required ten (10)-foot cutback adjacent to a private driveway within a utility easement at the northwest corner of his property along West Main Street. This variance request is separate but associated with a recent approval of a variance made by the applicant allowing a six-foot-high wall to be installed along the property line along the Main Street frontage.

On November 17, 2025, the Planning Commission reviewed the variance request to construct a six (6) foot-tall fence within the required ten (10)-foot cutback adjacent to a utility easement at the northwest corner of his property along West Main Street. After a presentation from staff, testimony from applicant, and project opponents, the Commission voted 3-2 to deny the variance. In accordance with Municipal Code Section 29-312, the Planning Commission's decision was filed with the City Council, where at the December 2, 2025, City Council meeting they voted to host a public hearing to consider the decision of the Planning Commission.

DISCUSSION:

The subject of the Zoning Variance to be considered by the City Council is the requirement to construct a corner cutback at the northwest corner of the property located at 2779 W. Main Street. A corner cutback is an area where visual obstructions are limited in height to preserve visibility at intersections of streets and driveways with public streets. As it pertains to this project, Section 29-143(11)(b) of the El Centro Municipal Code limits the height of visual obstructions within a ten-foot corner cutback to no greater than three feet.

An excerpt of the applicable municipal code provision is attached as Exhibit A, with the subject requirement highlighted for reference.

The applicant proposes to install a six-foot-high combination wrought iron fence and block wall at the northwest corner of the property, where Main Street intersects with a private driveway located within a utility easement. If permitted, the fence would consist of three feet of solid block topped with a wrought iron fence panel, framed by a six-foot-high block pilaster at the corner. A site plan submitted by the applicant is attached as Exhibit B.

The utility easement is fifteen feet wide and occupies the eastern fifteen feet of the properties along the east side of Santa Rosa Drive. Although the recorded easement is fifteen feet wide, an area ranging from approximately twenty to thirty feet has functionally been used as a private alleyway providing rear vehicle access to multiple properties. A map of the surrounding area is provided as Exhibit C. Construction of a six-foot-high wall at the corner of the property would partially obstruct the visibility of drivers traveling northbound within the easement from seeing pedestrians and vehicles traveling eastbound on Main Street.

At its November 17, 2025 meeting, the Planning Commission received testimony from the applicant and public comments in opposition to the variance request. The applicant stated that, due to the open design of the wrought iron panels and the setback from the roadway, sufficient visibility would be maintained at the corner. The applicant also asserted that the limited vehicular use of the easement would not create a significant safety concern. Project opponents argued that visibility has historically been an issue at this location and that vehicles would still be required to encroach into the pedestrian walkway to achieve adequate sightlines for approaching traffic, creating potential conflicts with pedestrian travel.

The applicant's findings in support of the variance, as submitted to and considered by the Planning Commission, are attached as Exhibit D. Also attached are the November 17, 2025 Planning Commission staff report and the Planning Commission's resolution denying the variance, attached as Exhibits E and F, respectively.

A draft resolution is attached as Exhibit G for the consideration of the City Council, if they decide to reverse the Planning Commission's decision and grant the variance for the construction of the wall at the northwest corner.

CONCLUSION:

Approve the decision of the Planning Commission denying Zoning Variance No. 25-01 for a six-foot-high wall at the northwest corner of 2779 W. Main Street

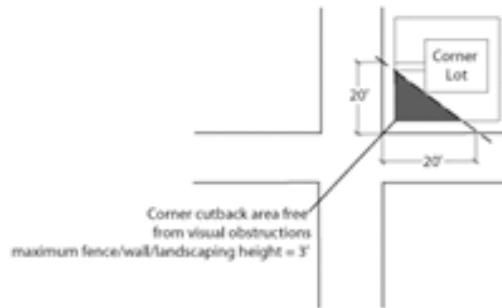
ATTACHMENTS:

1. Exhibit A - Section 29-142
2. Exhibit B- Site Plan
3. Exhibit C - Project Location Map
4. Exhibit D - Applicant Justification
5. Exhibit E - 11-17-25 Staff Report
6. Exhibit F - PC Resolution
7. Exhibit G - Variance Resolution

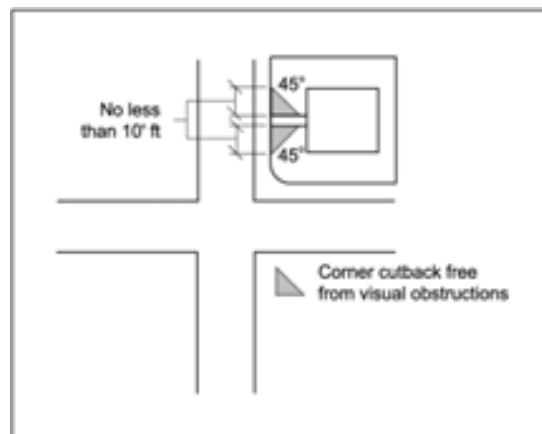
Sec. 29-143. Required screening and fencing.

(11) *Required intersection visibility in all zones.*

- a. *Corner lots.* There shall be no visual obstructions as herein described within the corner cutback area of all corner lots, except corner lots located within the CD zone. The corner cutback area shall be defined by a line on a horizontal plane connecting two (2) points along the front and street-side property lines and forming a triangle. These points shall be measured twenty (20) feet back from the intersection of the front and street-side property lines. In the corner cutback area of corner lots, the height of mature shrubs, without pruning, and walls, fences and other features that obstruct vision may not exceed three (3) feet above curb grade.



- b. *Driveways.* There shall be a corner cutback area on each side of any private driveway at its intersection with a street. The cutback lines shall be in a horizontal plane, making an angle of forty-five (45) degrees with the side, front or rear property lines, as the case may be. They shall pass through a point not less than ten (10) feet from the edges of the driveway where it intersects the street right-of-way.



- c. *Exceptions.* The foregoing provisions regarding intersection visibility shall not apply to the following: permanent buildings in existence on the effective date of this chapter; utility poles; trees trimmed at the trunk line at least eight (8) feet above the level of the intersection; supporting members or appurtenances to permanent buildings in existence on the effective date of this chapter; and official warning signs or signals.

JASON JACKSON - NEW CMU WALL
2779 W MAIN ST, EL CENTRO, CA 92243
APN-052-042-024

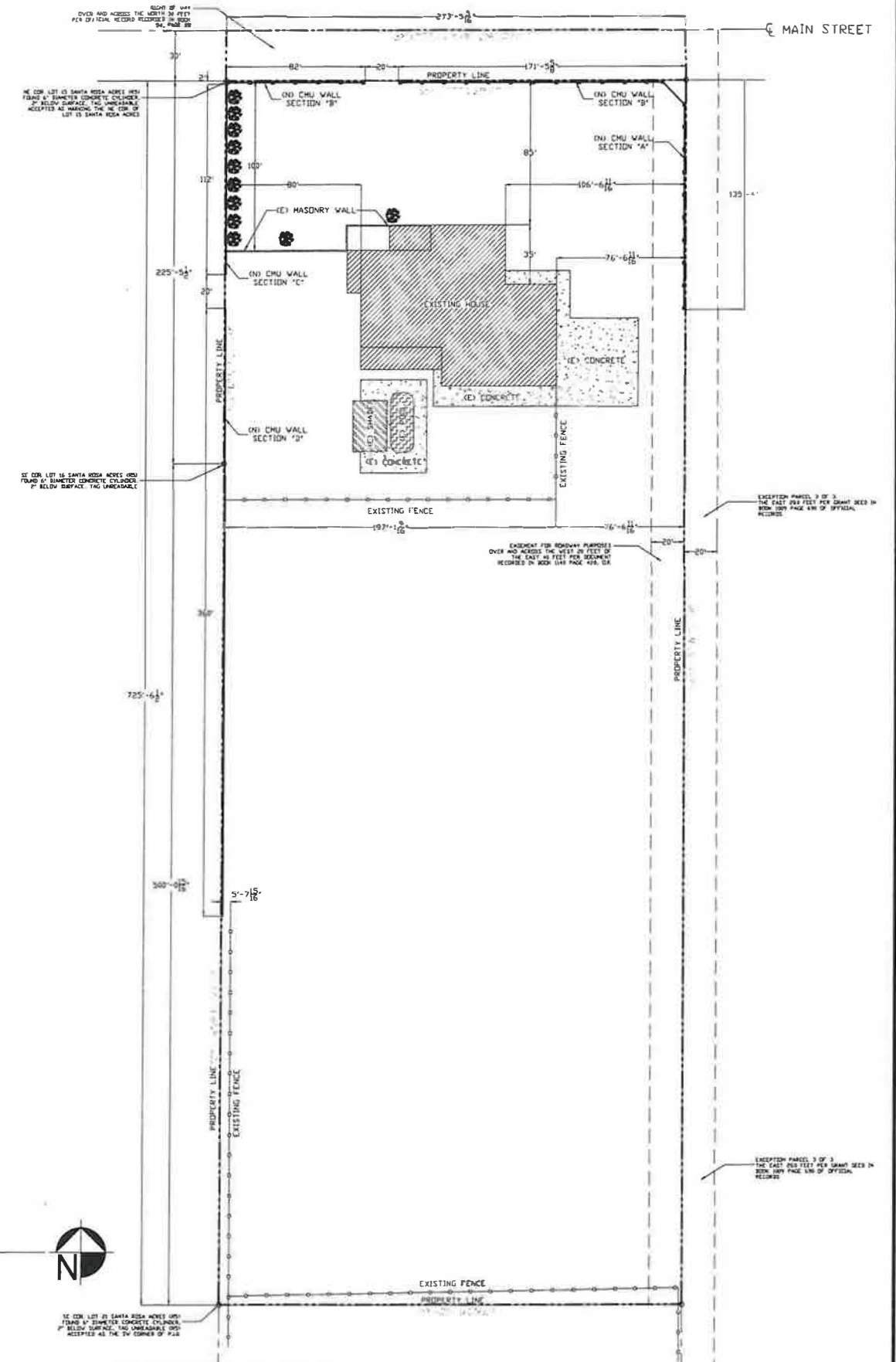
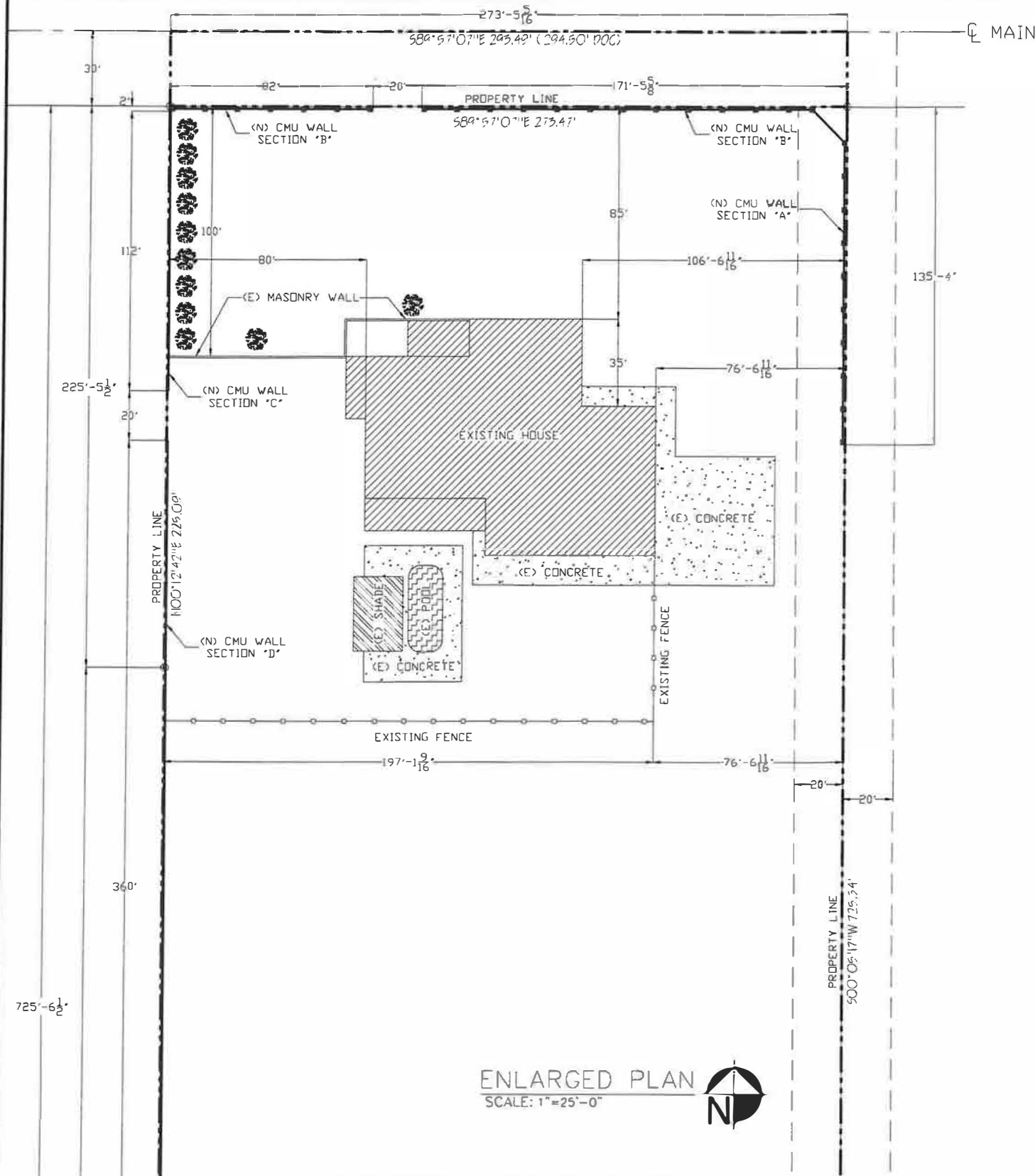


VEGINITY PLAN
SCALE: NTS

SITE ADDRESS:
2779 W Main St.
El Centro, CA. 92243

PROJECT: JASON JACKSON - NEW CMU WALL ADDRESS: 2779 W MAIN ST CITY: EL CENTRO, CA 92243 APN-052-042-024			PREPARED UNDER THE DIRECT SUPERVISION OF:		NO	DESCRIPTION	DATE	JASON JACKSON - NEW CMU WALL	SHEET: 1 OF 4
									VACINITY PLAN
								CITY OF EL CENTRO	DATE: 09-15-25 BY: Y.R.

**JASON JACKSON - NEW CMU WALL
2779 W MAIN ST, EL CENTRO, CA 92243
APN-052-042-024**



PROJECT:
JASON JACKSON - NEW CMU WALL
ADDRESS: 2779 W MAIN ST
CITY: EL CENTRO, CA 92243
APN-052-042-024



CALL BEFORE



YOU DIG

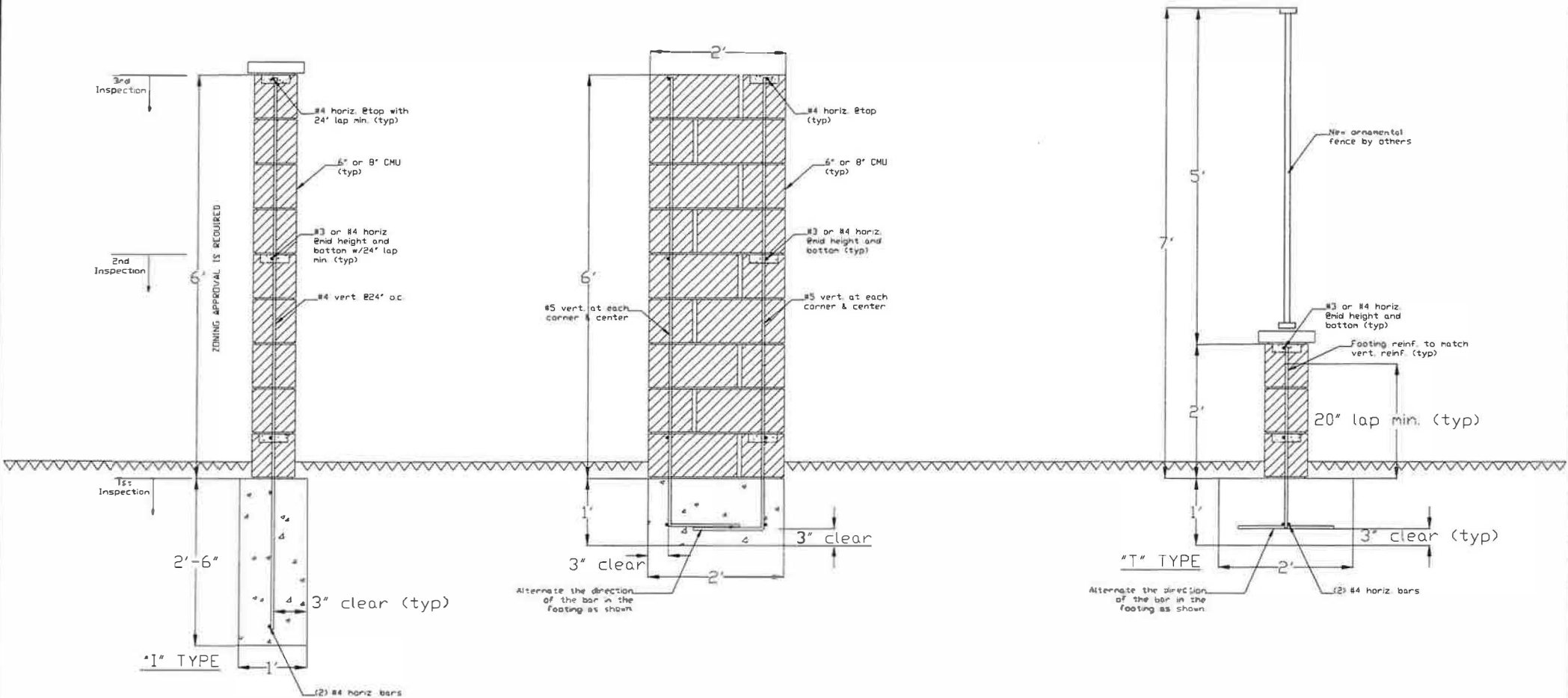
**UNDERGROUND
SERVICE ALERT
CALL: TOLL FREE
1-800
422-4133**

TWO WORKING DAYS BEFORE YOU DIG



PREPARED UNDER THE DIRECT SUPERVISION OF:

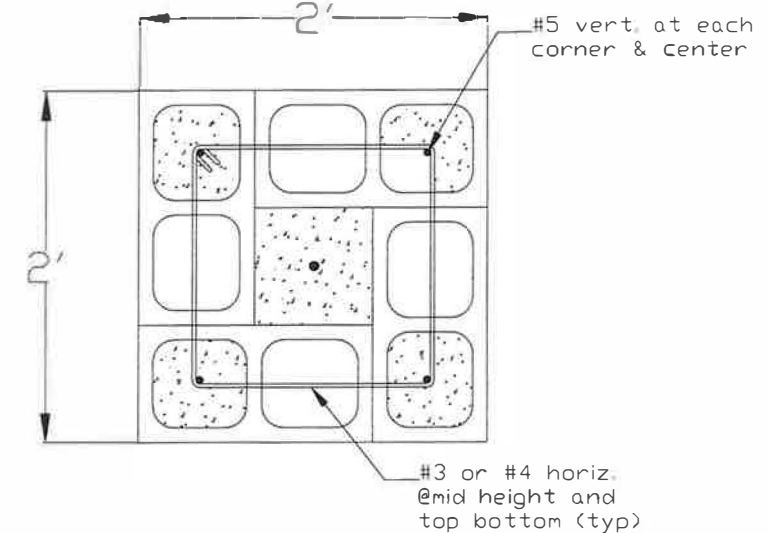
NO.	DESCRIPTION	DATE	JASON JACKSON - NEW CMU WALL	SHEET:
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				OF
				4
			CITY OF EL CENTRO	DATE: 09-15-25 BY: Y.R.



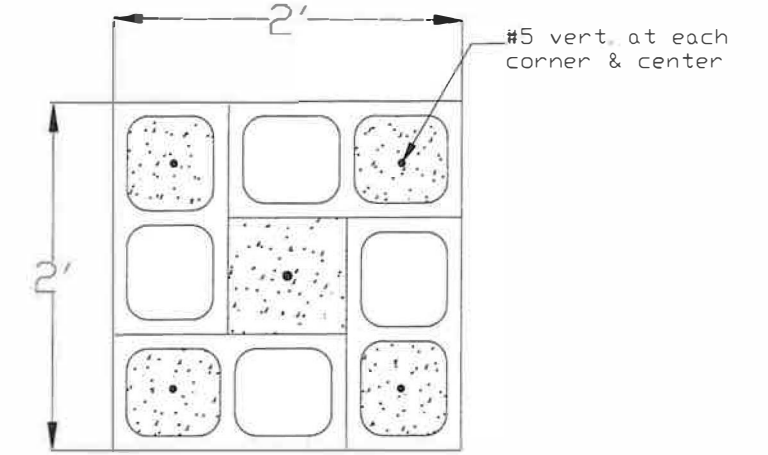
CONCRETE MASONRY BLOCK WALL
SCALE: NTS

GENERAL SPECIFICATIONS & NOTES

- 1.-Concrete mix for footing to be 1 part cement to 2.5 parts sand to 3.5 parts gravel with a maximum of 7.5 gallons of water per sack of cement/Minimum f'c= 2,500 psi.
- 2.-Concrete block units shall conform to ASTM C90.
- 3.-Reinforcing steel to be deformed and conformed to ASTM Standard A615 Grade 40 or Grade 60.
- 4.-Rebar shall be centered in the concrete block cell in which it is located.
- 5.-Concrete block units shall be placed in a running band with head joints in successive courses horizontally offset at least one-quarter the unit length.
- 6.-Concrete block units to have vertical continuity of cells unobstructed. All cells containing reinforcing shall be solid grouted (vertical and horizontal reinforcement.)
- 7.-Mortar mix for concrete block wall to be 1 part cement to 0.5 part lime to 3 parts damp loose sand.
- 8.-Grout mix for concrete block wall to be 1 part cement to 3 parts sand to which may be added not more than 0.1 part lime. Sufficient water to be added to produce consistency for pouring without segregation of constituents. The grout may contain 2 parts pea gravel, maximum size 3/8".
- 9.-Block wall may be placed in the center of the "I" type foundation or at either edge to "L" type foundation.
- 10.-A first inspection is required when trenches are ready for concrete and all required steel is tied in place. A second inspection is required when first horizontal bar and all vertical bars are in place but not grouted.
- 11.-Foundation must be poured against undisturbed soil with no appreciable slope of sidewalls on all types of foundation.
- 12.-Construction of block walls over 48' in exposed height require a building permit prior to commencing construction.
- 13.-Provide site/plot plan of the property to show the location of the proposed block wall with the dimensions of the length and height.



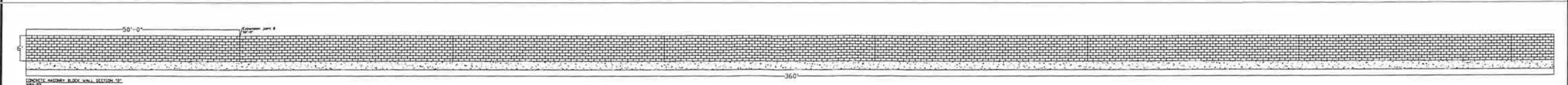
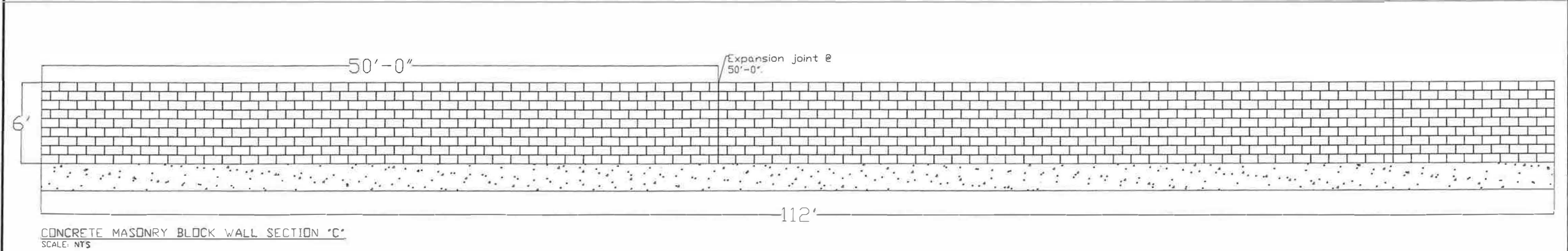
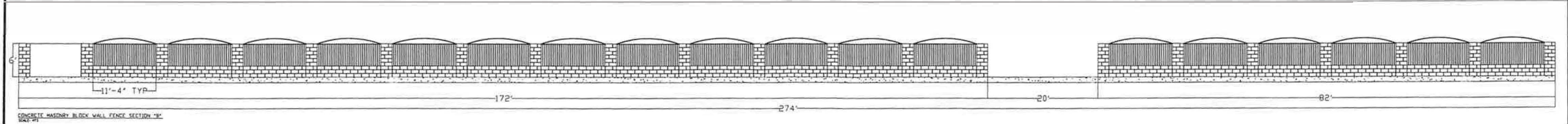
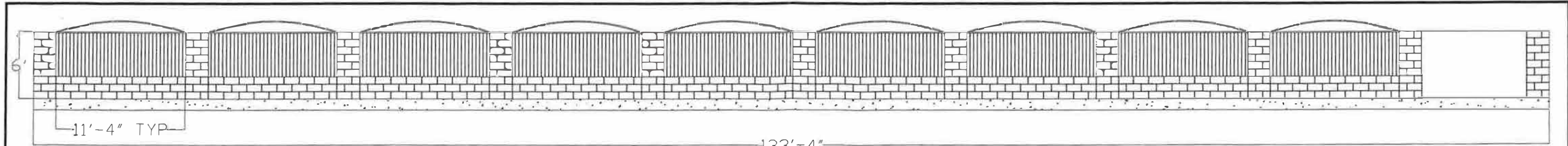
PILASTER REINFORCEMENT
AT BOND BEAM LOCATIONS
DETAIL
SCALE: NTS



PILASTER REINFORCEMENT
DETAIL
SCALE: NTS

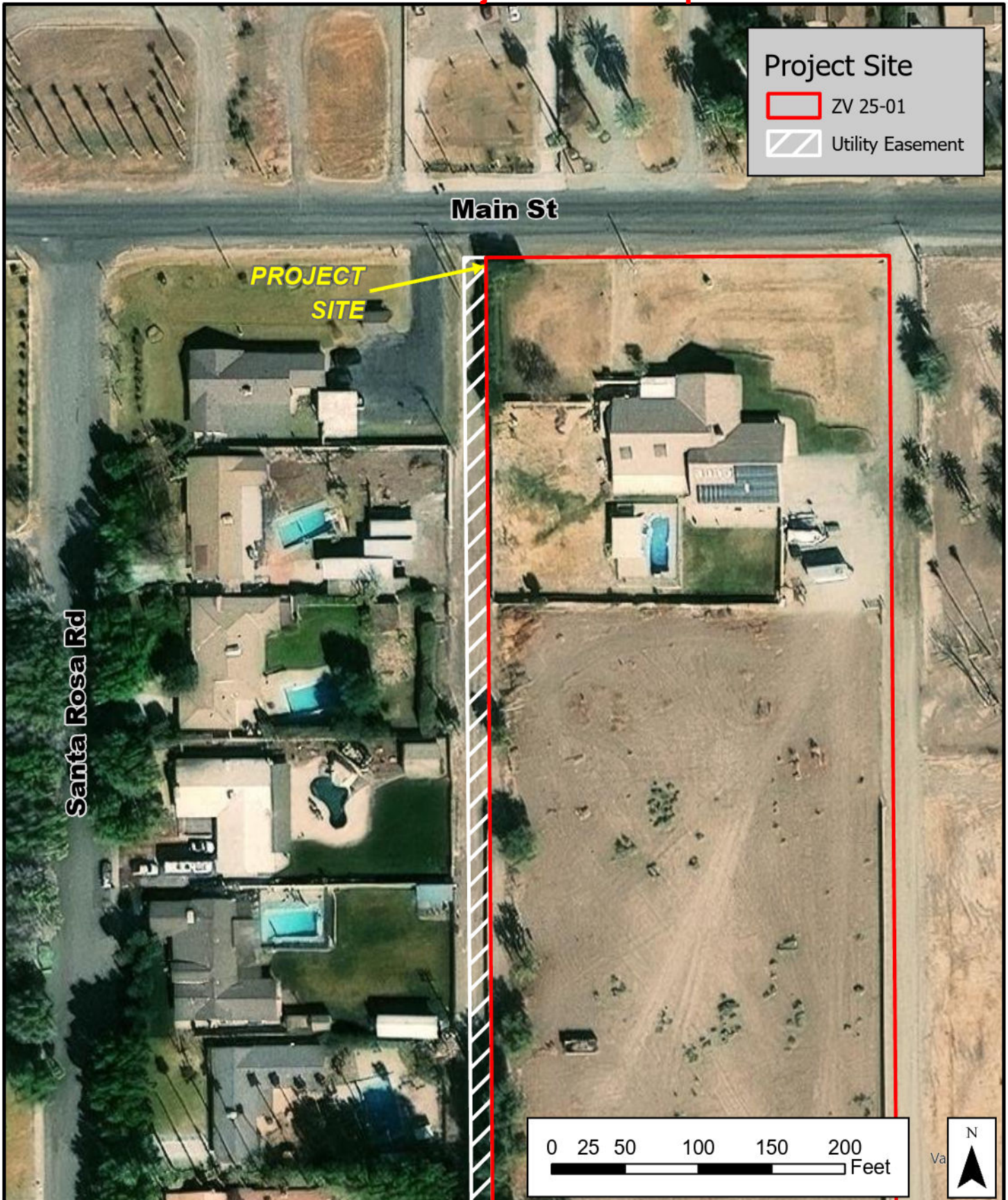
PROJECT: JASON JACKSON - NEW CMU WALL ADDRESS: 2779 W MAIN ST CITY: EL CENTRO, CA 92243 APN-052-042-024		CALL BEFORE YOU DIG TWO WORKING DAYS BEFORE YOU DIG	UNDERGROUND SERVICE ALERT CALL: TOLL FREE 1-800 422-4133	PREPARED UNDER THE DIRECT SUPERVISION OF: 	NO. DESCRIPTION DATE	JASON JACKSON - NEW CMU WALL	SHEET: 3 OF 4
						MASONRY WALL DETAILS	
						CITY OF EL CENTRO	DATE: 09-15-25 BY: Y.R.

Exhibit B



PROJECT: JASON JACKSON - NEW CMU WALL ADDRESS: 2779 W MAIN ST CITY: EL CENTRO, CA 92243 APN-052-042-024		CALL BEFORE YOU DIG UNDERGROUND SERVICE ALERT CALL: TOLL FREE 1-800-422-4133 TWO WORKING DAYS BEFORE YOU DIG		 TIC CONSTRUCTION INC. 760-355-8993		PREPARED UNDER THE DIRECT SUPERVISION OF:		<table border="1"><thead><tr><th>NO.</th><th>DESCRIPTION</th><th>DATE</th></tr></thead><tbody><tr><td>1</td><td></td><td></td></tr><tr><td>2</td><td></td><td></td></tr><tr><td>3</td><td></td><td></td></tr><tr><td>4</td><td></td><td></td></tr></tbody></table>		NO.	DESCRIPTION	DATE	1			2			3			4			JASON JACKSON - NEW CMU WALL MASONRY WALL ELEVATIONS CITY OF EL CENTRO		SHEET: 4 OF 4 DATE: 09-15-25 BY: Y.B.	
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Exhibit C - Project Location Map



Zoning Variance 25-01
2779 W. Main Street

Project
Location Map



Exhibit D - Applicant Justification

Questions posed by the Planning Director, that are specific to section 29-311 of the zoning ordinance.

- 1. Because of special circumstances applicable to subject property, including size, shape, topography, location, or surroundings, the strict application of this chapter would deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classification.**

We respectfully request a variance from zoning code section 29-311 to permit construction of a masonry perimeter wall along the property boundary that faces the adjacent major roadway (Main Street). The strict application of the current standard would prevent the property owner from taking necessary and reasonable measures to protect life and property given unique, site-specific conditions. The property directly abuts a high-speed arterial roadway and, as a result, faces heightened safety and security risks that are not typical of other lots pertaining to this zoning ordinance. These conditions include (1) frequent travel at high rates of speed on the adjacent roadway, creating a substantial risk of out-of-control vehicles entering the site; (2) a recent and sustained increase in transient pedestrian activity along the said roadway, which has contributed to trespass, loitering, and property damage; and (3) a documented uptick in crime and vandalism in the immediate neighborhood, increasing the vulnerability of the site and its occupants.

A masonry wall is the most effective, durable, and low-maintenance option to reduce these risks: it serves as a physical barrier against vehicle intrusion, deters casual trespass and criminal activity more effectively than fencing or landscaping alone, and provides occupants with enhanced privacy and a sense of security. Granting the variance would advance public safety goals by reducing the likelihood of vehicle-related incidents on the property and by addressing a demonstrated public-safety concern for residents and adjacent properties.

We recognize the planning objective to maintain aesthetic and safety standards, and propose the following conditions to ensure the wall does not adversely affect public welfare or neighborhood character: limit the wall height to the proposed six (6) feet in order to achieve security objectives; maintain required sight lines for drivers at intersections and driveways; incorporate decorative masonry, and wrought iron panel inserts to increase neighborhood aesthetics. We have submitted a project rendering and supporting documentation with the variance application, including pictures of sight-line with traffic on Main Street.

For these reasons — unique site conditions, demonstrable public-safety and security needs, and the availability of mitigation measures to protect residential interests — we respectfully submit that a variance is justified and consistent with the public interest. We are willing to work with staff and the commission to refine the proposal and conditions to address any remaining concerns.

Exhibit D - Applicant Justification

- 2. Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which subject property is situated.**

A zoning variance based on the presence of a high speed roadway directly along the property line, an increase of the level of transient pedestrian traffic, and a localized increase in crime would not constitute a special privilege inconsistent with limitations on other nearby properties, because those are site specific physical and environmental conditions that uniquely burden the subject parcel's reasonable use; the variance simply accommodates those particular hardships rather than changing the zoning rules for others. Such factors can be shown to not be common to surrounding lots, and any approval can be narrowly drafted and conditioned to protect neighborhood character and public welfare. Because the relief is discretionary, limited in scope, and tied to demonstrable, non-self-created circumstances, with no substantial detriment to adjacent properties or to the community plan, granting the variance addresses a specific hardship without creating a preferential treatment that undermines the ordinance's general applicability.

- 3. The granting of the variance will not be materially detrimental to the public health, safety, convenience, or welfare or injurious to property and improvements in the same vicinity and zone in which subject property is situated.**

Granting the requested variance would not be materially detrimental to public health, safety, convenience, or the general welfare of nearby property improvements because the relief is limited and can be conditioned to avoid adverse impacts.

The variance does not change the nature or intensity of use in a way that would overload public services or infrastructure. Because the proposed design preserves neighborhood character and protects adjacent property improvements, the tailored, conditional variance serves to alleviate a site-specific hardship without materially harming public health, safety, convenience, or welfare. Again, pictures submitted with this application clearly show that the granting of this variance would definitely "not be materially detrimental to the public health, safety, convenience, or welfare or injurious to property and improvements in the same vicinity and zone in which subject property is situated".

- 4. The granting of such variance will not adversely affect the general plan for the city.**

Granting this variance will not affect the General Plan for the City of El Centro, and is site specific to alleviate a specific hardship to my property that others may not experience due to our location to Main Street.

Exhibit E - 11-17-25 Staff Report



PLANNING COMMISSION

City Hall
1275 W. Main Street
El Centro, CA 92243

Item: 3

Meeting: 11/17/2025 5:30 PM
Public Hearing

PUBLIC HEARING TO CONSIDER ZONING VARIANCE 25-01 AT 2779 W. MAIN STREET

Project #: ZV 25-01	Location: 2779 W. Main Street
Applicant: Jason Jackson	Project Type: Zoning Variance
Staff Planner: Andrea Montaña, Associate Planner	Proposed Use: Single family home, no change is proposed

PROJECT SUMMARY

On October 14, 2025, the Planning Commission considered Zoning Variance (ZV) 25-01, submitted by Jason Jackson, requesting approval to construct a six-foot-tall fence at 2779 W Main Street within the required front yard setback (See Exhibit A-Site Plan). The property is approximately 4.75 acres and fronts Main Street, as Ann Horne Road lacks a recorded easement or approved access rights; therefore, the Main Street frontage constitutes the zoning front yard.

Staff presented that the Zoning Ordinance limits front-yard fencing to four feet for open fencing or three feet for solid fencing, and the applicant's proposal requires a variance for the full six-foot height. In addition, driveways are required to maintain a 10-foot cutback. Staff further explained that the request did not meet the hardship criteria under Section 29-311, as the stated safety and trespassing concerns do not constitute unusual physical conditions necessary to support a variance.

During the public hearing there were comments from nearby residents regarding visibility at the northwest corner of the property. After lengthy discussion, the applicant was asked by staff if he would consider modifying his proposal to preserve the 10-foot corner cutback, but he did not agree.

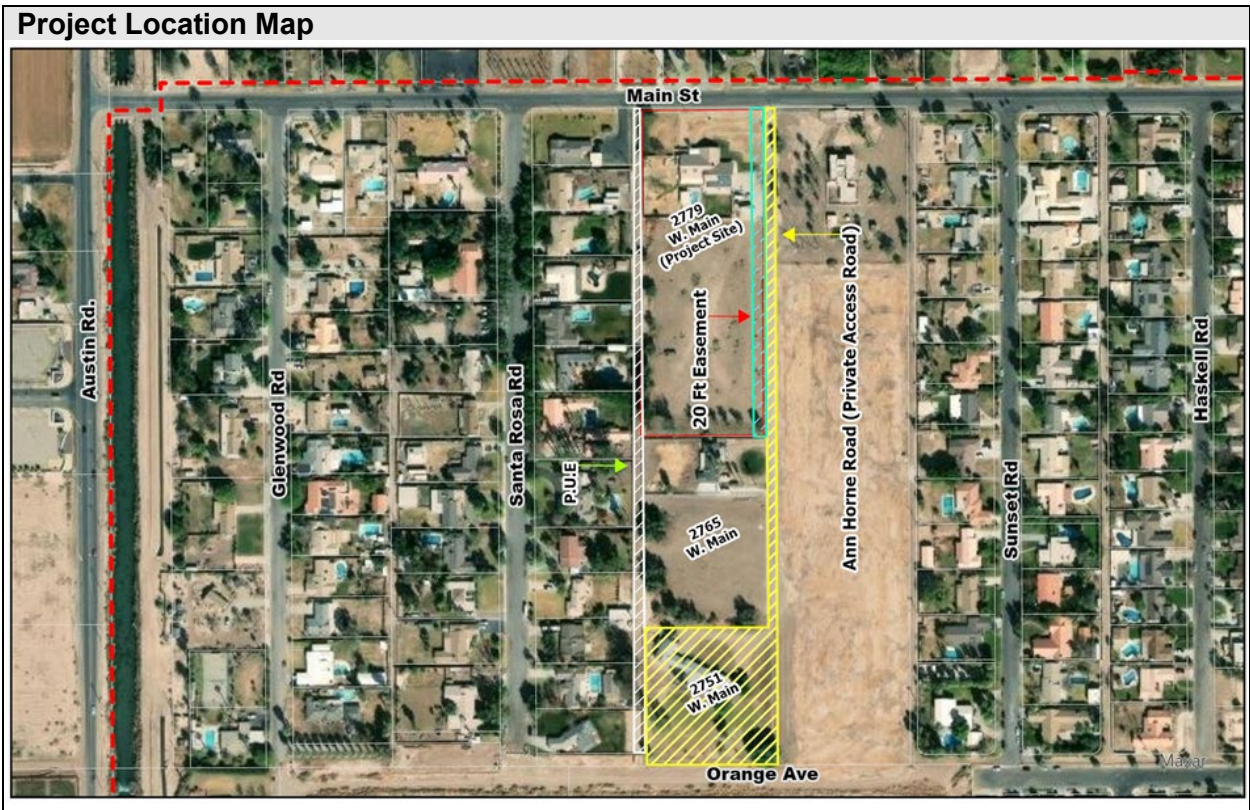
The Planning Commission made the required findings in favor of the variance under Section 29-311 and supported approval of the six-foot-tall fence, but tabled the issue of the corner cutback to the following Planning Commission meeting.

STAFF RECOMMENDATION: DENY ZONING VARIANCE 25-01

SITE INFORMATION

The subject parcel is adjacent to a public utility easement along its western property boundary. This easement is part of a continuous north–south corridor that extends behind the line of residential parcels fronting Santa Rosa Road, where IID utility lines and related infrastructure are located.

In addition to serving as a utility corridor, the easement is actively used by the surrounding property owners as a functional secondary access point along the western edge of the site, allowing vehicles and equipment to reach the rear acreage without relying solely on the primary driveway connection. The presence of the easement, and its ongoing use for both utility purposes and rear access, is a defining physical characteristic of the site and influences how improvements and circulation can be accommodated along the western boundary.



LAND USE REVIEW

The subject property is located at 2779 W. Main Street within the City of El Centro and is zoned R-1 (Single-Family Residential). The property measures approximately 4.75 acres and is developed with a single-family residence and associated accessory structures. The site is located along the south side of Main Street and is bordered by residentially zoned parcels within the City to the south, east, and west, and by R-1-U (Urban Residential) land under the jurisdiction of the County of Imperial to the north.

TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

Exhibit E - 11-17-25 Staff Report

Vicinity	Land Use Designation	Zoning	Current Use
Subject Property	Low Density Residential	R1	Single Family Home
North	Rural Residential (City)	R-1-U (County)	Single Family Home
East	Low Density Residential	R1	Single Family Home
South	Low Density Residential	R1	Single Family Home
West	Low Density Residential	R1	Single Family Home

General Plan Land Use Map

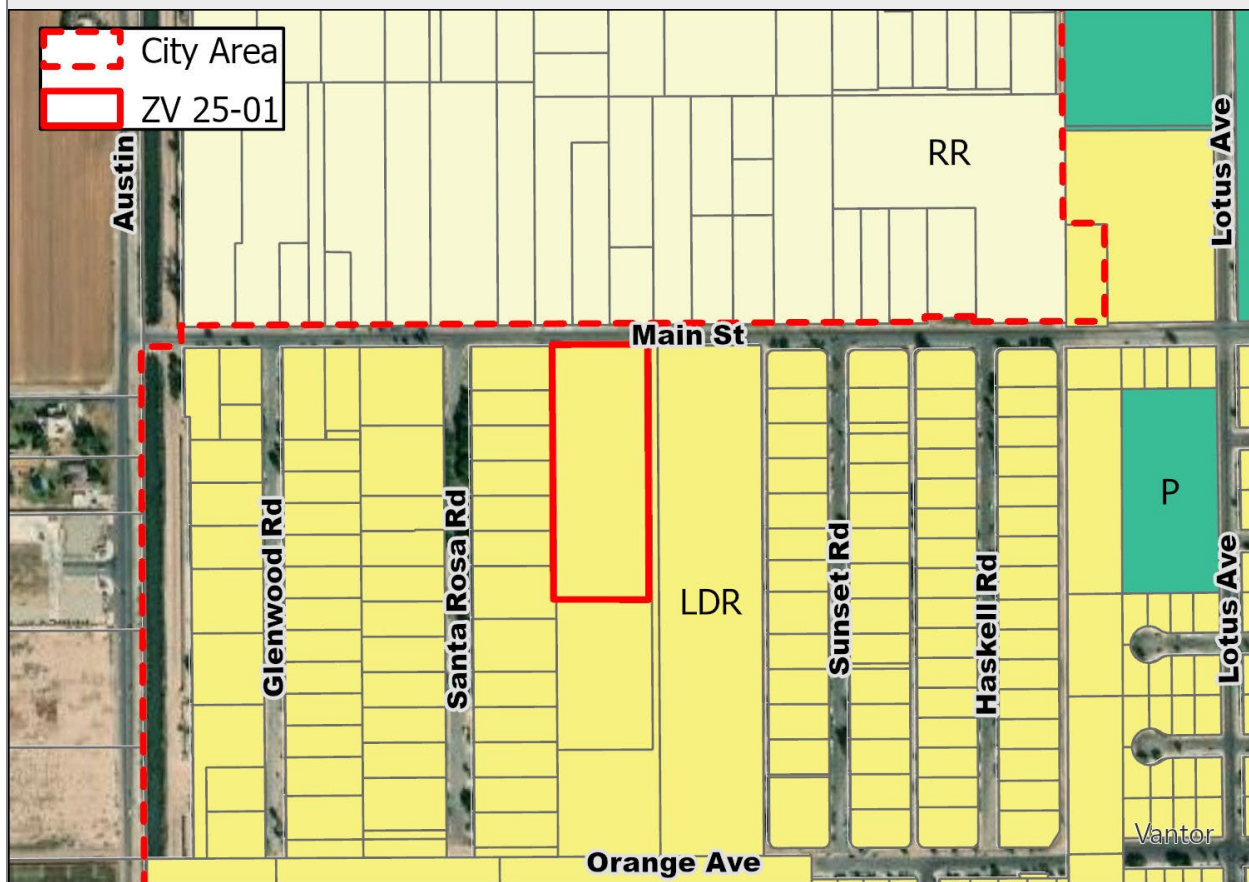
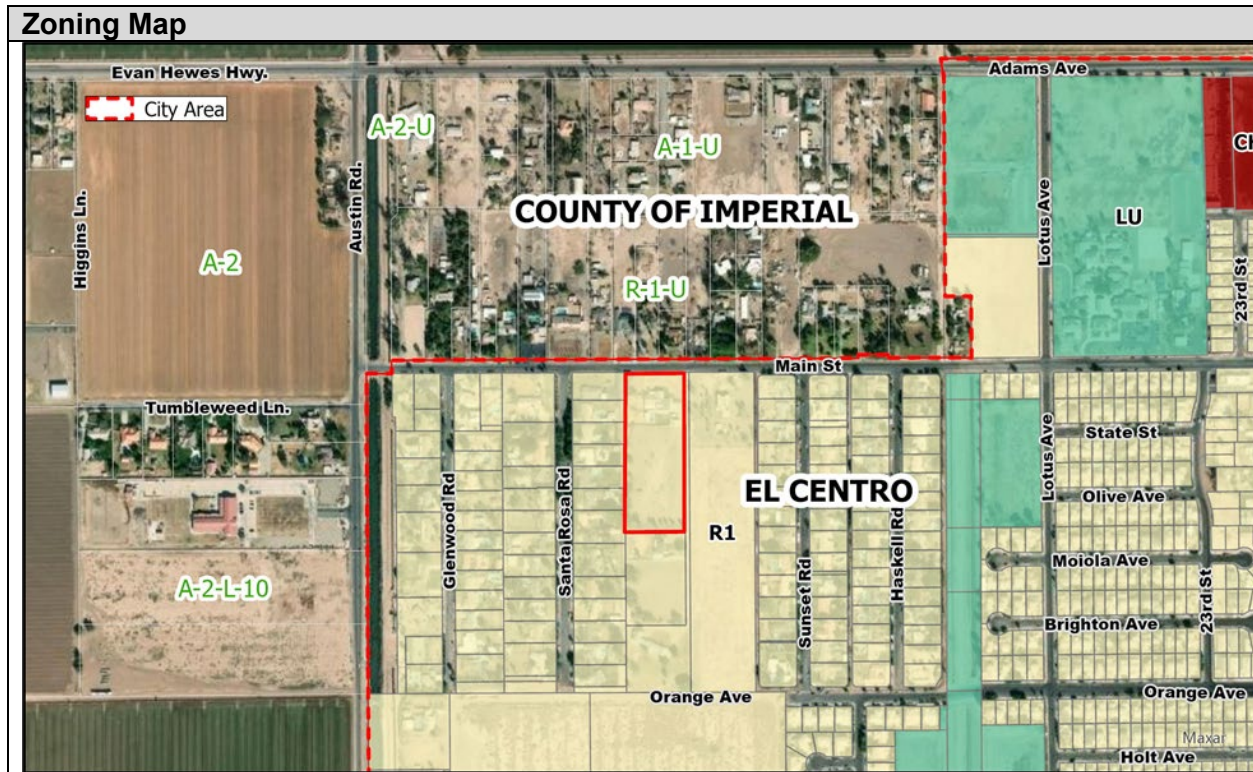


Exhibit E - 11-17-25 Staff Report



ANALYSIS

Cities adopt zoning development standards to ensure that land and development occur in a manner that promotes the public health, safety, and welfare of the community. These standards provide clear and objective direction to guide development consistently across properties. A variance is intended to offer flexibility when a property experiences difficulties or unusual physical hardships. If a property does not demonstrate unusual physical hardships, approval of a variance is not warranted. The City of El Centro has established front yard development standards intended to maintain consistency, safety, and visibility across residential areas. The Planning Commission previously approved a variance at this location to allow a 6-foot-tall fence within the required front yard with a corner cutback at the east side of the property.

As part of the current request, the importance of preserving the 10-foot corner cutback along the west side of the property is a key consideration. This cutback is necessary to maintain adequate sight distance and circulation safety along the access corridor that runs adjacent to the western property line. Retaining this area free of obstructions ensures that visibility is not compromised and that movement along the shared access corridor remains safe for all properties that utilize it.

Exhibit E - 11-17-25 Staff Report



West corner looking east.

West corner looking north.

Transportation and Circulation

The variance request includes consideration of the required 10-foot corner cutback along the west side of the property. This cutback is necessary to maintain adequate sight distance where the internal access route intersects with the IID utility easement corridor, which is used by the surrounding properties, including the Jackson parcel, to access the rear portions of their lots.

The 10-foot triangular cutback prevents fencing or other structures from obstructing visibility within this shared access area. This requirement is especially important because the applicant is proposing a six-foot-tall fence within the required front yard, which may further limit visibility near access points. Maintaining the full cutback ensures that vehicular movement along the rear-yard access corridor remains safe and unobstructed.

Retaining this cutback is consistent with City standards intended to preserve clear sightlines and protect circulation and safety where access ways converge.

Building and Safety

The proposed improvement has been reviewed by the Building and Safety Division for general compliance with applicable structural and safety standards. The northernmost property line, abutting Main Street, is considered the front yard for zoning purposes because it provides the property's sole legal access to a public street. The northern portion of the site includes the required 10-foot corner cutback, which must remain

Exhibit E - 11-17-25 Staff Report

unobstructed to preserve adequate visibility and safe circulation near the property frontage.

Although the design meets structural requirements, it is essential that the 10-foot corner cutback continue to comply with all visibility and safety provisions. Keeping this area free of obstructions that may interfere with sight distance or vehicle movement is necessary to maintain safe access conditions and to protect the general welfare of the surrounding neighborhood.

PUBLIC NOTICING AND ENVIRONMENTAL REVIEW

PUBLIC NOTICING

The public hearing is scheduled for November 17, 2025 before the Planning Commission. A public hearing notice was published in the Imperial Valley Press, posted on the City of El Centro Facebook page, and mailed to all property owners within 300 feet of the project site on November 7, 2025. There were many comments received during the public hearing on October 14, 2025 requesting the corner cutback at the west property line. There have been no formal comments received during the public comment period of this public hearing.

ENVIRONMENTAL REVIEW

Since staff is recommending denial of the variance and if Planning Commission and City Council adhere to that recommendation there would be no project for the purposes of the California Environmental Quality Act. Otherwise, if the variance is approved by the Planning Commission the proposed project would be found categorically exempt pursuant to Section 15303 of the California Environmental Quality Act Guidelines related to the construction or conversion of small structures.

FINDINGS

In considering the variance request, the Planning Commission must evaluate the proposal against the required findings set forth in Section 29-312 of the El Centro Municipal Code. Each finding must be satisfied in order for a variance to be granted. Based on staff's review, the proposed project does not meet the required findings necessary to support approval of the variance. The following analysis provides staff's reasoning in support of denial of the request:

- 1. Because of special circumstances applicable to subject property, including size, shape, topography, location, or surroundings, the strict application of Section 29-143.11(b) "Driveways" would deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classification.**

The applicant asserts that special circumstances exist because the on-site fire hydrant would be exposed without a fence, the public utility easement along the west side of the property is intended only for utility purposes, and the existing

Exhibit E - 11-17-25 Staff Report

oleanders located on the property area historic and will exceed the height of the proposed fence.

The fire hydrant has historically been located at the west of this and has been damaged on occasion. The applicants suggested that installation of the corner cutback would expose the hydrant to additional damage. However, the corner cutback would actually allow for greater visibility for the hydrant.

The public utility easement adjacent to the west property line while used by the public utilities it has also been used by the property owners along Santa Rosa Avenue. This functions similarly to the easement that the property owner uses at the east of the property where he previously agreed to install a corner cutback.

The oleanders in question at the west side of the property are higher than City Code allows as mentioned in earlier sections of this staff report. While they are historic to the property, they should also be reduced in height regardless if the corner cutback is granted by the commission.

- 2. Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which subject property is situated.**

Approval of this variance would grant a special privilege not enjoyed by other properties in the same zoning district. A neighbor at the south east corner of Glenwood Drive and Main Street was required to install a corner cutback.

- 3. The granting of the variance will not be materially detrimental to the public health, safety, convenience, or welfare or injurious to property and improvements in the same vicinity and zone in which subject property is situated.**

Approval of the proposed fence without the corner cutback, at the 6 foot height in the front yard, would impact the visibility of people using that utility easement which would be materially detrimental to the public in the same vicinity of the subject property.

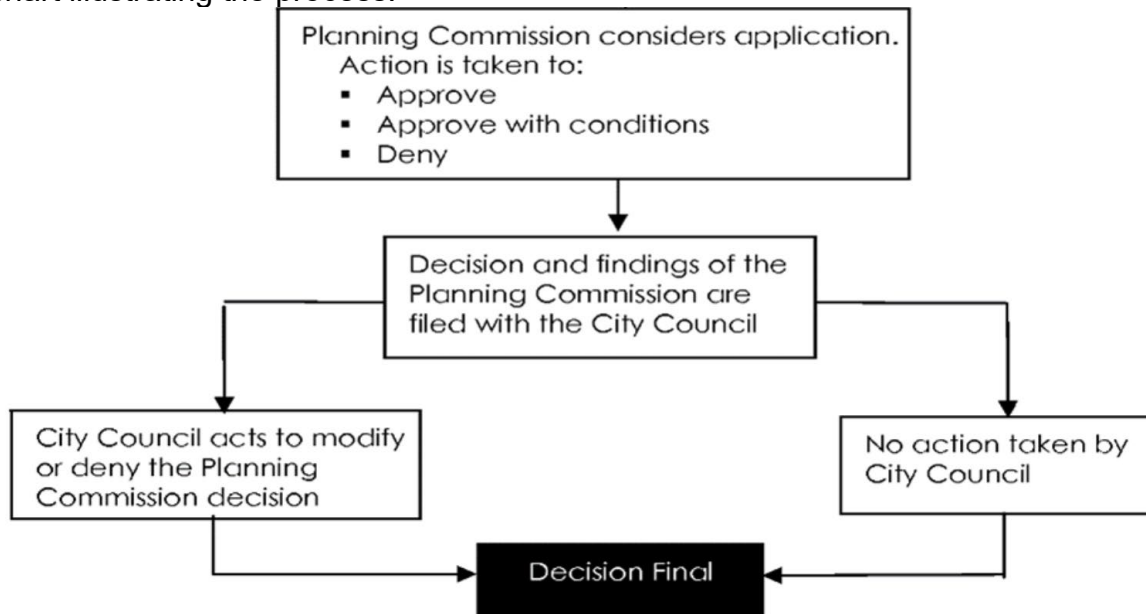
- 4. The granting of such variance will not adversely affect the general plan for the city.**

The variance request is inconsistent with the General Plan, as allowing fencing or vegetation within the required 10-foot corner cutback would introduce and continue to allow visibility and safety constraints that are incompatible with the established character and function of the surrounding neighborhood. The General Plan emphasizes creating safe, well-designed residential areas, and the required corner cutback is intended to maintain clear sight lines at intersections for vehicles, pedestrians, and cyclists.

Exhibit E - 11-17-25 Staff Report

NEXT STEPS

The decision and findings adopted by the Planning Commission, either approving, approving with conditions, or denying the variance will be filed with the City Council at the next available meeting. At that time, the City Council then may act to modify or deny the Planning Commission decision. Otherwise, the City Council may decide to take no action which would ratify the Planning Commission decision without changes. Below is a flowchart illustrating the process.



Should the Planning Commission determine that findings can be made in support of the variance, the Commission shall direct staff to prepare the appropriate findings of approval and a draft resolution reflecting such determination. The public hearing shall either be continued to a subsequent meeting or the Chairperson may request a recess to allow staff adequate time to prepare and present the revised findings and resolution for formal action. As mentioned above, the Planning Commission's decision will be filed with the City Council at the next available meeting.

If the variance is not approved by the Planning Commission and is ratified by the City Council, the applicant shall be required to revise the project to conform with the applicable provisions of the Zoning Ordinance, specifically by incorporating the 10-foot corner cutback at the west property line.

OPTIONS & RECOMMENDATION

OPTIONS

The Planning Commission has the following options when considering action on this request:

1. Move to adopt resolution to deny Zoning Variance 25-01 and required findings, to be filed with City Council;

Exhibit E - 11-17-25 Staff Report

2. Move to adopt resolution to approve Zoning Variance 25-01 and required findings, to be filed with City Council; or
3. Move to continue the hearing for further study.

RECOMMENDATION

Planning Division staff recommends that the Commission open a public hearing and allow input from all proponents and opponents of the proposed project. Because the proposal is inconsistent with the Zoning Ordinance and the required findings for a variance cannot be made, staff recommends denial of the request. Therefore, it is staff's recommendation that the project be denied by taking the following action:

Move to adopt Resolution (See Exhibit B) to deny Zoning Variance 25-01 and required findings against the proposal.

ATTACHMENTS

Exhibit A – Site Plan
Exhibit B – Resolution

Exhibit F - PC Resolution

PLANNING COMMISSION RESOLUTION NO. 25-16 FOR ZONING VARIANCE NO. 25-01

WHEREAS, a public hearing was held on the petition for Zoning Variance No. 25-01 at a regular Planning Commission meeting held on November 17, 2025 in the City Council Chambers at 1275 W. Main Street, El Centro, California; and

WHEREAS, the public hearing was advertised according to law; and

WHEREAS, the applicant was present and heard; and

WHEREAS, objections were filed with the Commission, and members of the public spoke in opposition; and

WHEREAS, the proposed project does not comply with development standards regarding driveways pursuant to Section 29-143.11.b of the City Code; and

WHEREAS, a legal notice was published on November 7, 2025 in the Imperial Valley Press, a local paper of general circulation, indicating the date and time of the public hearing in compliance with city ordinance concerning Zoning Variance 25-01, and said notice was mailed to each property owner within a 300-foot radius of the project site in accordance with city ordinance; and

WHEREAS, prior to the submittal of the application, City staff advised the applicant that the proposed project did not meet the standards or findings required to obtain a variance under Section 29-311 of the Zoning Ordinance and the applicant elected to proceed with the application and request formal consideration by the Planning Commission; and

WHEREAS, the denial of Zoning Variance 25-01 does not qualify as a project pursuant to the California Environmental Quality Act and therefore is not subject to further environmental review requirements contained in CEQA; and

WHEREAS, Staff conducted necessary research and analysis in accordance with Section 29-312 of the Zoning Ordinance and determine that the required findings support the variance could not be made; and

WHEREAS, the property does not contain special or physical characteristics that prevent compliance with the zoning regulations; and

WHEREAS, approval of the variance would grant special privilege not enjoyed by other properties in the same zoning district; and

WHEREAS, granting of the variance will be detrimental to the public health, safety, convenience or welfare or injurious to property and improvements in the same vicinity and zone in which subject property is situated; and

Exhibit F - PC Resolution

WHEREAS, granting of such variance will adversely affect the general plan for the city;
and

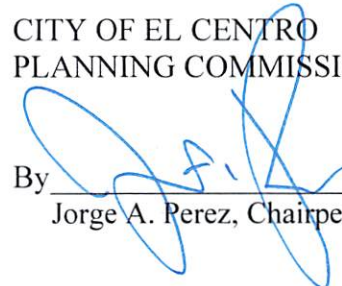
WHEREAS, the Planning Commission therefore directs that their decision to deny the approval of Zoning Variance 25-01 and associated findings be filed with the City Council at the next available City Council meeting.

NOW, THEREFORE, be it resolved that the Planning Commission denies approval of Zoning Variance No. 25-01.

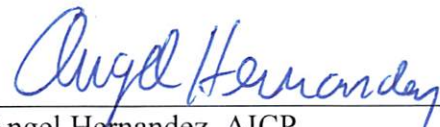
PASSED AND ADOPTED on November 17, 2025 by the following vote:

ROLL CALL Ayes: Perez, Chan, Muñoz
Noes: Popejoy, Alvarez
Absent: Lopez, Bertussi
Abstaining:

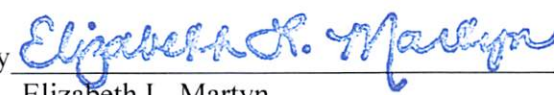
CITY OF EL CENTRO
PLANNING COMMISSION

By _____
Jorge A. Perez, Chairperson

ATTEST:

By _____
Angel Hernandez, AICP
Secretary-Director

APPROVED AS TO FORM:

By _____
Elizabeth L. Martyn
City Attorney.

RESOLUTION NO. 25-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO
REVERSING PLANNING COMMISSION RESOLUTION NO. 25-16
FOR ZONING VARIANCE NO. 25-01 AND APPROVING THE VARIANCE**

WHEREAS, a public hearing was held on the petition for Zoning Variance No. 25-01 at a regular Planning Commission meeting held on November 17, 2025 in the City Council Chambers at 1275 W. Main Street, El Centro, California; and

WHEREAS, the public hearing was advertised according to law; and

WHEREAS, the applicant was present and heard; and

WHEREAS, objections were filed with the Commission, and members of the public spoke in opposition; and

WHEREAS, Staff conducted necessary research and analysis for the Planning Commission hearing in accordance with Section 29-312 of the Zoning Ordinance and advised the Planning Commission that the required findings support the variance could not be made because the property does not contain special or physical characteristics that prevent compliance with the zoning regulations; approval of the variance would grant special privilege not enjoyed by other properties in the same zoning district; granting of the variance will be detrimental to the public health, safety, convenience or welfare or injurious to property and improvements in the same vicinity and zone in which subject property is situated; and granting of such variance will adversely affect the general plan for the city; and

WHEREAS, the Planning Commission found by a 3-2 vote that the proposed project does not comply with development standards regarding driveways pursuant to Section 29-143.11.b of the City Code, which determination was placed on the December 2, 2025 City Council agenda for action by the City Council; and

WHEREAS, the City Council on December 2, 2025 determined by a _____ vote to hear the item as a public hearing on appeal; and

WHEREAS, a legal notice was published on _____ in the Imperial Valley Press, a local paper of general circulation, indicating the date and time of the appeal hearing in compliance with City ordinance concerning Zoning Variance 25-01, and said notice also was mailed to each property owner within a 300-foot radius of the project site in accordance with City ordinance; and

WHEREAS, the approval Variance 25-01 is a project exempt from CEQA as categorically exempt per Class 3: New Construction or Conversion of Small Structures (§15303); and

WHEREAS, the City finds by a majority vote as follow that the proposed project does comply with development standards regarding driveways pursuant to Section 29-143.11.b of the

of the Code; that the property does special or physical characteristics that prevent compliance with the zoning regulations and there for a privilege not enjoyed by other properties in the same zoning district is warranted, and that granting of the variance will not be detrimental to the public health, safety, convenience or welfare or injurious to property and improvements in the same vicinity and zone in which subject property is situated and will not adversely affect the general plan for the city; and

WHEREAS, the City Council therefore directs that the Planning Commission decision to deny the approval of Zoning Variance 25-01 and associated findings be filed with the City Council be set aside and that the variance is granted on the basis set out;

NOW, THEREFORE, be it resolved that the City Council approves Zoning Variance No. 25-01.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the 16th day of December, 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 forgoing 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 16th day of December, 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 # 2025-411)

Item: 19.

Meeting: 12/16/2025 3:30 PM

Department: Fire

Category: Action Item

Prepared by: Joseph Bernal , Fire
Chief

Department Head: Joseph Bernal

DOC ID: 2025-411

Funding Authorization for Fire Engine Purchase.

CITY MANAGER'S RECOMMENDATION:

Staff recommends that the full funding authorization of \$1.4 million be allocated from Measure P, as the purchase aligns with the measure's purpose of supporting major capital needs and public safety infrastructure.

FISCAL IMPACT:

The Fire Department is requesting City Council approval of funding authorization not to exceed \$1.4 million, to be allocated from Measure P, for the acquisition and outfitting of a replacement Type 1 fire engine. This amount includes the purchase of the apparatus and all associated equipment, hose, tools, and communications components necessary to place the engine into frontline service.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Community Health, Safety & Welfare

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

N/A – The purchase is made through authorized public safety apparatus manufacturers.

BACKGROUND:

On May 16, 2023, the El Centro Fire Department experienced the loss of a frontline Type 1 fire engine that was deemed non-repairable and permanently removed from service. This apparatus served as one of the department's primary response units for structure fires, emergency medical incidents, and regional mutual aid operations.

Following the loss, the department implemented appropriate fleet adjustments to ensure continuity of emergency response by rotating remaining frontline and reserve engines. During this period, national supply chain conditions, extended manufacturing lead times, and industry-wide demand for fire apparatus limited immediate replacement options for all agencies, including El Centro. These external factors, combined with the need to evaluate long-term funding strategies, meant that procurement planning needed to occur within a broader capital and budget context rather than as an immediate purchase.

Despite these constraints, the department maintained operational readiness through responsible fleet management. However, operating with one fewer frontline engine for an extended period has increased wear on existing units, reduced redundancy, and limited

the department's ability to distribute workload across the fleet.

The Fire Department's Community Risk Assessment and Standards of Cover (CRA/SOC) identifies the need for three frontline Type 1 engines to meet deployment requirements for moderate- and high-risk incidents. Restoring the fleet to full strength is therefore a critical operational priority. Securing funding is the necessary first step in finalizing procurement and returning to full apparatus capacity.

DISCUSSION:

The purpose of this item is to obtain City Council authorization for the funding required to replace the Type 1 engine removed from service in 2023. Restoring the department to a full complement of frontline engines is essential for meeting CRA/SOC deployment standards, maintaining operational efficiency, and ensuring the department can continue to respond effectively to simultaneous or high-acuity incidents.

In recent years, fire apparatus manufacturers have experienced extended production timelines and high demand, requiring agencies to secure funding prior to entering production queues or finalizing purchase agreements. Obtaining funding authorization at this time allows the City to move forward with procurement planning and prepares the department to bring back a separate purchase recommendation once funding availability is confirmed and a vendor agreement has been finalized.

This approach reflects common fire service procurement practice, ensures fiscal transparency, and allows the City to responsibly manage long-lead capital investments. Once funding is approved, staff will complete final evaluation of apparatus options and return with a recommendation for the acquisition itself.

CONCLUSION:

Staff recommends that the full funding authorization of \$1.4 million be allocated from Measure P, as the purchase aligns with the measure's purpose of supporting major capital needs and public safety infrastructure.

ATTACHMENTS:

None



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-422)

Item: 20.

Meeting: 12/16/2025 3:30 PM

Department: Finance

Category: Ordinance

Prepared by: Elizabeth Fuchen,

Finance Director

Department Head: Elizabeth Fuchen

DOC ID: 2025-422

Discussion and Necessary action regarding Adding Chapter 16, Article I, Section 16-61 to El Centro City Code to Provide a Special Event Business License for Certain Vendors Associated with Events.

CITY MANAGER'S RECOMMENDATION:

Introduce and Approve Ordinance No. 25- , AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ADDING CHAPTER 16, ARTICLE I, SECTION 16-61 TO THE EL CENTRO CITY CODE PROVIDING FOR A SPECIAL EVENT BUSINESS LICENSE FOR CERTAIN VENDORS ASSOCIATED WITH EVENTS WITHIN THE CITY, waive reading and approve as first reading and authorize the City Clerk to place on the next agenda for second reading.

FISCAL IMPACT:

The Special Event Business License will support occasional and small-scale vendors by allowing them to participate in City-permitted events without undergoing the full business license process or paying for an annual license they do not need. By lowering this financial and administrative barrier, the City anticipates increased vendor participation at events, contributing to local economic activity and enhancing event offerings for the community.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

Recreation & Lifelong Learning

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

Not Applicable

BACKGROUND:

The City of El Centro regularly hosts city special events and permits other special events that attract small and local vendors, including food vendors and merchandise sellers. Under existing code provisions, these vendors are generally required to obtain a standard annual business license.

For small or occasional vendors, this requirement can create barriers to participation, especially for single-day events. In response, the City Council requested that staff evaluate options to simplify and streamline the licensing process while maintaining code compliance and public oversight.

To support vendor participation, particularly from local small businesses, and to provide a

clear and simplified regulatory pathway, staff has developed a Special Event Business License program for event-based vending.

This ordinance establishes the legal authority for the license type. The fee for the license will be adopted separately by Council resolution.

DISCUSSION:

The proposed ordinance adds Section 16-61 to the City Code to create a Special Event Business License specifically for vendors participating in City-sponsored events and privately organized events permitted by the City. This ordinance reduces administrative burden for small and local vendors and encourages greater vendor participation in City events.

The ordinance supports the City Council's goal of promoting economic opportunity and community participation by simplifying the licensing process for event vendors. It establishes a clear regulatory framework while ensuring proper oversight and compliance.

The cost for a Special Event Business License is proposed to be \$25. The cost consists of a \$21 License Fee and \$4 State Tax Fee. The proposed cost is comparable to other cities in the Imperial Valley.

CONCLUSION:

Introduce and Approve Ordinance No. 25- , AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ADDING CHAPTER 16, ARTICLE I, SECTION 16-61 TO THE EL CENTRO CITY CODE PROVIDING FOR A SPECIAL EVENT BUSINESS LICENSE FOR CERTAIN VENDORS ASSOCIATED WITH EVENTS WITHIN THE CITY, waive reading and approve as first reading and authorize the City Clerk to place on the next agenda for second reading.

ATTACHMENTS:

1. Resolution 25- Special Event Business License

ORDINANCE NO. 25-____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO
ADDING CHAPTER 16, ARTICLE I, SECTION 16-61 TO THE EL CENTRO CITY
CODE PROVIDING FOR A SPECIAL EVENT BUSINESS LICENSE FOR CERTAIN
VENDORS ASSOCIATED WITH EVENTS WITHIN THE CITY**

SECTION 1. Findings. The City Council of the City of El Centro finds as follows:

- a) The City Council wishes to encourage small and/or local vendors to vend at City events and other events permitted by the City and to simplify the process to do so; and
- b) The City Council therefore has worked with staff to create and simplify the process for a special event business license for vending at City special events or other events permitted by the City (the “special event business license” or “business license”).
- c) The City Council will set a fee by Resolution for such business license.

SECTION 2. Chapter 16, Article 2, Sec. 16-61 of the City Code is added to read as follows:

Sec. 16-61. Special Event Business License for Vending at City Events and Other Events permitted by the City

Notwithstanding any other provisions of this Chapter, any person engaged in the vending of goods or food at City events or privately organized events permitted by the City as allowed by the provisions of this Code, may obtain a special event business license pursuant to this Section upon completion and approval of an application by the Finance Director and payment of a fee established by City Council by resolution.

The applicant shall provide the name and date of the event, the name of business, a description of type of business, the name and address of the business owner, a copy of the business owner’s government issued identification card, if any, the business owner’s contact information, and any other information deemed necessary by the Finance Director.

The special event business license shall expire at the conclusion of the associated event and shall not be renewed. A new special event business license may be obtained for additional days upon submittal of a new application and payment of the required fee for each day.

Vending under a special event business license shall be restricted to vending activities conducted within the boundaries of the permitted event and subject to the terms and conditions established for that event. The City shall not be responsible for any merchandise sold.

Violation of this Section shall be treated as a violation of Chapter 2.

SECTION 3: Severability

If any section, subsection, sentence, clause, phrase, or word of this Chapter, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

SECTION 4. This ordinance shall take effect thirty (30) calendar days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the City along with the names of the members of the City Council voting for and against same.

INTRODUCED at a regular meeting of the City Council of the City of El Centro, California, held on the 16th day of December, 2025.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on _____ day of _____, 2026.

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, 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 Ordinance No. 25- had its first reading on the 16th day of December, 2025, and had its second reading on day of , 2026, and was passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

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 # 2025-289)

Item: 21.

Meeting: 12/16/2025 3:30 PM
Department: Community Services
Category: Action Item
Prepared by: Adriana Nava,
Community Services Director
Department Head: Adriana Nava
DOC ID: 2025-289

**Discussion and Related Action Regarding Change Order #1 for Frazier Field
Improvements in the Amount of \$93,342.69.**

CITY MANAGER'S RECOMMENDATION:

Approve Change Order No. 1 in the amount of \$93,342.69 for the Frazier Field Improvements Project.

FISCAL IMPACT:

The project costs are \$375,509 (Original Contract) plus \$93,342.69 (Change Order #1) for a total of \$468,851.69 (Revised Contract Amount). The Project will be paid for with Measure P (\$290,000) and CDBG (\$277,576) Funds.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Recreation & Lifelong Learning

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

Due diligence process for the project was completed prior to award of contract.

BACKGROUND:

Frazier Field Park serves as the home of District 22 El Centro Little League and features four ball fields, a snack bar, restrooms, and a parking lot. Two fields are located at the front of the park along Sixth Street, while the remaining two are situated at the rear, adjacent to McKinley Elementary School. The facility is managed through a Joint Use Agreement between the City of El Centro and the El Centro Elementary School District. The front portion of the park is City-owned, while the rear portion is owned by the School District.

Over the years, only minor upgrades have been made to the facility, and many of the core features—including the ball fields, dugouts, backstops, lighting, and scoreboards—are in need of significant improvements. Additionally, the facility lacks an ADA-accessible walkway connecting to the rear fields, limiting accessibility for all residents.

Recently, some improvements have been completed, including renovations to the snack bar and restrooms. Upgrades to the snack bar include new doors, light fixtures, shelving, a new air conditioning unit, and updated service windows. Restroom enhancements included fresh paint, new light fixtures, and replacement doors.

With the current funding available, most of the park's amenities will be upgraded, with the exception of field lighting. The estimated cost to install new LED lighting throughout the facility is approximately \$1.4 million. Despite this limitation, the planned improvements will ensure that Frazier Field Park remains a valuable community asset for years to come.

DISCUSSION:

During the plan review process, the Building Division requested additional ADA improvements for all eight dugouts and benches. Additionally, electrical work is needed to provide lighting and outlets for the new batting cages as well. Staff asked the contractor Shipley Construction to provide a total lump sum cost for these items. Shipley Construction provide a proposed cost of \$93,342.69 for the new work proposed.

Resolution No. 25-66 was adopted and passed on September 16, 2025 for the award and execution of a contract for the project. The Resolution established a \$40,000 construction contingency and authorized the City Manager to approve any change order up to that amount. For change orders above the \$40,000 construction contingency, the City Council shall approve any change order that either individually or in combination exceeds the single change order amount.

CONCLUSION:

Staff is recommending the approval of Change Order #1 to **Shipley Construction and Plumbing** in the amount of \$93,342.69.

ATTACHMENTS:

1. 12-5-2025 Revised Additional Work Proposal
2. Change Order No 01

Shipley Construction
5075 Redding, Yucca Valley Ca. 92284
Ross Shipley 760-401-4057

Various Additional Work Item Propoal Frazier Field Improvements

Bid Date: 12-5-2025

Owner: City of El Centro

LOC: El Centro Ca. Frazier Field

Item		Quantity	Unit	Total
	Discription:			
1	Supply Labor and Materials to add lighting to the batting cages			
	Run underground electrical approximately 220 LF from existing panel to the batting cages.Include one GFI receptical, one switch, and four outdoor LED lights			
	Run underground electrical approximately 220 LF from existing panel to the batting cages.Include one GFI receptical, one switch, and four outdoor LED lights. Run Approximately 220 LF 1" PVC conduit with two underground trafic rated junction boxes with #10 wire, everything above ground shall be 1/2" metal conduit. Underground conduit shall be minimum of 18" deep.			
		1	LS	\$26,365.00
2	Supply Labor and materials for two approaches at sidewalk approximately 1000 SF			
	20' wide x 10' long 6" thick with #4 rebar 16 inches on center with the rebar carring through the sidewalk using the same 4500 PSI concrete already approved for the project. Also the same specs for the subgrade. The approach will be on both sides of sidewalk and will finish at level grade at the far end.			
		1	LS	\$13,500.00
3	Additional 8 gates to meet handicap requirements at dugouts			
	Supply labor and materials to fabricate and install 8 additional gates. Inclusive of extra posts 3-1/2" posts, misc. hardware, and material for the gates. Adding powder coating			
	Powder Coating	8.00	\$175.00	\$1,400.00
			EA	
	Fabrication	8	1800	\$14,400.00
4	Additional Concrete at dugouts		EA	
		8	425	\$3,400.00
5	Additional ADA Dugout benches			
	Falcon dugout bench per your email	18	800	\$14,400.00
	Deduct Belson aluminum team bench per original bid	8	-\$1,005.00	\$ (8,040.00)
			Subtotal	\$6,360.00
		Sales Tax	8.75%	\$556.50
			Subtotal	\$6,916.50
	Additional labor to install	10	200	\$2,000.00
			Total	\$8,916.50
			Sub Total	\$67,981.50
	Lodging			\$1,600.00
	General Conditions			\$4,500.00
	Subtotal			\$74,081.50
	P/O		20%	\$14,816.30
	Subtotal			\$88,897.80
	Bonds and Insurance		5%	\$4,444.89
	Grand Total			\$93,342.69

Contractor(Original)
City Clerk (Original)
Project File (Copy)

CITY OF EL CENTRO

Date:12/11/2025

**Contract Change Order
No. 1**

Sheet 1 of 1

Account No(s):29951010-
710105

Frazier Field Improvements Project

Original Contract Time	90	c. days	Original Contract Price	\$ 375,509
Previously added time	0	c. days	Previous Change Orders	\$ 0
Requested time this CO	30	c. days	This Change Order	\$ 93,342.69
Revised Contract Time	120	c. days	Revised Contract Price	\$468,851.69

Shipley Construction & Plumbing. (Contractor). You are hereby directed to make the herein described changes from the plans and specifications and/or add/deduct the following described work not included in the plans and specifications of this contract.
Construction Start Date: October 22, 2025 Revised Date of Completion: February 22, 2025

Description of Work:

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
1	Additional electrical work, ADA improvements to dugouts (see proposal attached)	LS	1	\$93,342.69	\$93,342.69

Basis of Payment:

☒ Agreed Lump Sum
☐ Negotiated Unit Price
☐ Extra Work as provided in Section _____ of the Standard Specification

TOTAL: \$93,342.69

(Attach additional description page if required. If appropriate, note if item is eligible for federal aid)

I, the undersigned contractor, have given careful consideration to the work proposed and hereby agree, if this proposal is approved, that payment for these change order items shall provide full compensation for all equipment, materials, labor, field and home office overhead, indirect and consequential costs, mark-ups and profit necessary to complete the work. By executing this contract change order, I agree to proceed with this work as a change order per section 3-2.1 of the Standard Specifications for Public Works Construction (2015 edition) and waive any rights to additional compensation arising out of work listed in this change order, including without limitation, any claims relating to any cumulative effect of change orders, delays, productivity impact or interruption.

Date: _____

Shipley Construction & Plumbing

By: Ross Shipley
(President)

(Signature)

Contract Price: Increase ☒ Decrease ☐

Total cost of changes not to exceed: \$93,342.69

Submittal by: _____
Javier Villaverde – Parks Supervisor Date

Approval
Recommended: _____
Adriana Nava, Community Services Director Date

Director of Finance: _____
Elizabeth Fuchen –Interim Finance Director Date

Approved: _____
Robert Sawyer – City Manager Date

Within Approved Council Contract Award contingency limits?

Yes ☐ No ☒



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-426)

Item: 22.

Meeting: 12/16/2025 3:30 PM

Department: Public Works

Category: Presentation

Prepared by: Marisol Abbott, Staff
Assistant

Department Head: Abraham Campos

DOC ID: 2025-426

Bus Shelter Design Update.

CITY MANAGER'S RECOMMENDATION:

Provide further direction to staff

FISCAL IMPACT:

Potential Impact to Measure P, SB1 Gas Tax funds or General Fund in the amount of \$600,000.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

City Beautification, Engagement & Civic Pride

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

NA

BACKGROUND:

ICTC is moving forward with a project to construct or replace bus shelters at seven locations within the City of El Centro, using the City's current bus shelter design. The City has a short window—now through the end of January—to select an alternative bus shelter design that can be incorporated into ICTC's project through a construction change order. If the City's revised design is comparable in cost to the existing design, the change is not expected to result in additional cost to the City for these seven locations.

On November 18, 2025, the City Council directed staff to provide design options that reflect a new, minimalist-modern style for the bus shelters.

DISCUSSION:

Staff has obtained additional information from the bus shelter manufacturer and will be presenting options for City Council's consideration.

CONCLUSION:

Provide further direction to staff

ATTACHMENTS:

None



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-418)

Item: 23.

Meeting: 12/16/2025 3:30 PM

Department: City Clerk

Category: Informational Items

Prepared by: Norma Valenzuela,
Secretarial Assistant

Department Head: Norma Wyles

DOC ID: 2025-418

Received and referred to Community Development Department for Alcoholic Beverage License — Kasha Family LLC, El Sol Market 2299 W Adams Ave STE 114 El Centro, CA 92243-9445

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. Application for Alcoholic Beverage License Sara Barragan El Menu

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 34-160 GATEWAY DR.
 STE 120
 PALM DESERT, CA 92211
 (760) 324-2027

File Number: **675208**
 Receipt Number: **3064714**
 Geographical Code: **1304**
 Copies Mailed Date: **December 3, 2025**
 Issued Date:

RCVD CITY CLERK'S
DEC 8 '25 AM 10:52

DISTRICT SERVING LOCATION: **PALM DESERT**First Owner: **BARRAGAN , SARA**Name of Business: **EL MENUDAZO**

Location of Business: **548 BROADWAY AVE**
STE C
EL CENTRO, CA 92243-5135

County **IMPERIAL**Is Premises inside city limits **Yes** Census Tract: **0115.00**

Mailing Address: (If different
 from
 premises address) **1282 VALLEYVIEW AVE**
EL CENTRO, CA 92243-9129

Type of license(s): **41, 58** Dropping Partner: Yes ☐ No ☐

Transferor's license/name:

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>
41 - On-Sale Beer And Wine - Eating	ORI	Y	58[1]
58 - Caterer Permit	ORI	N	

<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	ADD PRIMARY LICENSE TYPE	NA	0	12/03/25	\$1,105.00
Application Fee	FEDERAL FINGERPRINTS	NA	2	12/03/25	\$48.00
Application Fee	STATE FINGERPRINTS	NA	2	12/03/25	\$78.00
58 - Caterer Permit	ANNUAL FEE	NA	1	12/03/25	\$280.00
41 - On-Sale Beer And Wine - Ea	ANNUAL FEE	NA	0	12/03/25	\$550.00
Total					\$2,061.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the
 Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of **IMPERIAL**Date: **December 3, 2025**

Applicant Name(s)

BARRAGAN , SARA**SOTO , JORGE**



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-419)

Item: 24.

Meeting: 12/16/2025 3:30 PM

Department: City Clerk

Category: Informational Items

Prepared by: Norma Valenzuela,
Secretarial Assistant

Department Head: Norma Wyles

DOC ID: 2025-419

**Received and referred to Community Development Department Application for
Alcoholic Beverage License- Sara Baragan, El Menudazo 548 Broadway Ave STE C
El Centro, CA 92243-5135**

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.:**

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DISCUSSION:

CONCLUSION:

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STATE OF CALIFORNIA County of **IMPERIAL**Date: **December 3, 2025**

Applicant Name(s)

BARRAGAN , SARA**SOTO , JORGE**