



AGENDA
CITY OF EL CENTRO
CITY COUNCIL
TUESDAY, MAY 5, 2026

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 May 5, 2026.

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=84756058891>

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.

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

Mayor:

Mayor Pro-Tem:

Council Members:

Michael Crankshaw

Claudia Camarena

Sylvia Marroquin

Marty Ellett

Sonia Carter

Acting City Manager: Robert Sawyer

City Attorney: Joanna Hoff

City Clerk: Norma Wyles

3:30 PM - CLOSED SESSION - CONFERENCE ROOM "A":

ROLL CALL:

CLOSED SESSION PUBLIC MEETING:

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

CITY COUNCIL ADJOURNS INTO CLOSED SESSION:

CITY COUNCIL CLOSED SESSION:

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Patrick Clark

Employee Organizations: Firefighters Association, General Employees Unit and Supervisor, Professional, and Technical Employees Unit

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Robert Sawyer

Unrepresented Employees: Human Resources Staff Assistant

Management Assistant

Human Resources Analyst (2)

City Clerk Staff Assistant

Staff Assistant

Human Resources Analyst II

Public Information Officer

Multimedia Content Creator

Battalion Chief (3)

Police Lieutenant (3)

Police Commander I

Economic Development Manager

Project Manager Civil

Principal Engineer

Information Technology Administrator

City Clerk

Chief of Fire

Director of Public Works

Assistant Director of Community Development

Director of Finance

Director of Human Resources

Director of Community Services

Director of Community Development

Chief of Police

Director of Library

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: City Attorney

NOTICE TO THE PUBLIC

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

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

6:00 OPEN SESSION

ALL TIMES ARE APPROXIMATE AND MAY VARY:

CALL TO ORDER:

ROLL CALL BY CITY CLERK:

INVOCATION:

PLEDGE OF ALLEGIANCE:

CITY ATTORNEY REPORT ON CLOSED SESSION:

(TIME MAY VARY) PUBLIC COMMENTS:

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

PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR:

1. Proclamation - International Firefighters Day - May 4, 2026.
2. Proclamation — National Police Officer Week — May 10-16, 2026.
3. Presentation Regarding Lithium Valley - By Tyler Brinkerhoff.
4. Presentation - Dr. Guillermina Gina Nuñez-Mchiri - Dean, San Diego State University Imperial Valley

CONSENT AGENDA (ITEMS 4-7):

5. Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A VENDOR AGREEMENT WITH PARKSON CORPORATION

FOR THE PURCHASE OF EQUIPMENT FOR THE CITY'S WASTEWATER TREATMENT PLANT.

6. Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, APPROVING A CONSTRUCTION SERVICES AGREEMENT WITH CHOLLA CONSTRUCTION FOR THE EMERGENCY REPAIRS OF THE BAR SCREEN REHABILITATION PROJECT AT THE WASTEWATER TREATMENT PLANT.
7. Approve plans and specifications for the Swarthout and Legacy Parks Basketball Courts Project and authorize the soliciting of bids.
8. Adopt Resolution No. 26 - , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE PROGRAM SUPPLEMENT AGREEMENT NO. 00000B010 TO THE ADMINISTERING AGENCY- STATE AGREEMENT FOR STATE FUNDED PROJECTS NO. 11-5169S21 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.

NEW BUSINESS:

9. Community Sponsorship Request From Change Makers for their Black Wall Street Annual 3-on-3 Basketball Tournament.

Presentation: Robert Sawyer, City Manager

Recommendation:

Discussion and any necessary action regarding the community sponsorship request.

10. Authorizing the Application for the Permanent Local Housing Allocation (PLHA) Program Calendar Year 2023 Formula Allocation.

Presentation: Adriana Nava, Community Services Director

Recommendation:

Adopt Resolution No. 26- , AUTHORIZING RESOLUTION OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM.

11. Discussion and Related Action Regarding Selection of Signage Wording for the Clean California "Embelleece" Downtown Beautification Project.

Presentation: Adriana Nava, Community Services Director

Recommendation:

Provide staff direction regarding selection of signage wording for the Clean California "Embelleece" Downtown Beautification Project.

LEGISLATIVE ACTION:

INFORMATIONAL ITEMS:

TASK FORCE /CONFERENCE REPORTS AND MAYOR - COUNCIL MEMBER REPORTS:

CITY MANAGER REPORT:

ADJOURNMENT:

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

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (760) 337-4515. Notification at least 48 hours prior to the meeting will enable the City to make reasonable 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 # 2026-138)

Item: 1.

Meeting: 5/5/2026 3:30 PM

Department: City Manager

Category: Presentation

Prepared by: Gloria Garcia , Staff
Assistant

Department Head:

DOC ID: 2026-138

Proclamation - International Firefighters Day - May 4, 2026.

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 # 2026-139)

Item: 2.

Meeting: 5/5/2026 3:30 PM

Department: City Manager

Category: Presentation

Prepared by: Gloria Garcia , Staff
Assistant

Department Head:

DOC ID: 2026-139

Proclamation — National Police Officer Week — May 10-16, 2026.

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 # 2026-142)

Item: 3.

Meeting: 5/5/2026 3:30 PM

Department: City Clerk

Category: Presentation

Prepared by: Norma Wyles, City Clerk

Department Head:

DOC ID: 2026-142

Presentation Regarding Lithium Valley - By Tyler Brinkerhoff.

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 # 2026-149)

Item: 4.

Meeting: 5/5/2026 3:30 PM

Department: City Manager

Category: Presentation

Prepared by: Cindy De Zilwa,

Management Assistant

Department Head:

DOC ID: 2026-149

**Presentation - Dr. Guillermina Gina Nuñez-Mchiri - Dean, San Diego State University
Imperial Valley**

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 # 2026-55)

Item: 5.

Meeting: 5/5/2026 3:30 PM

Department: Public Works

Category: Resolution

Prepared by: Elizabeth Zarate, Analyst

Department Head: Abraham Campos

DOC ID: 2026-55

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A VENDOR AGREEMENT WITH PARKSON CORPORATION FOR THE PURCHASE OF EQUIPMENT FOR THE CITY'S WASTEWATER TREATMENT PLANT.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A VENDOR AGREEMENT WITH PARKSON CORPORATION FOR THE PURCHASE OF EQUIPMENT FOR THE CITY'S WASTEWATER TREATMENT PLANT.

FISCAL IMPACT:

No impact to the General Fund. Project is funded by the Wastewater Enterprise capital. The cost is \$387,306.65 and will be paid from account 502-9521-750044.

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.:

The city has worked satisfactorily with the vendor, and it currently services the city's WWTP equipment.

BACKGROUND:

In January 2026, the Trash Bar Screen equipment at the Wastewater Treatment Plant failed. On January 20, 2026, the City Council approved an Emergency Declaration and authorized the emergency repairs of the bar screen.

DISCUSSION:

The Wastewater Treatment Plant Bar Screen suddenly failed due to deteriorated metals in the channel due to the corrosive environment; without the bar screen, the Wastewater Treatment Plant is currently operating via temporary manual measures. The bar screen is the first piece of equipment that receives incoming sewer flow at the plant. The purpose of the bar screen is to remove inorganic materials (plastics, debris, etc.) from the wastewater stream before it enters the treatment process and to divert these materials for disposal at a landfill. Currently, the plant is operating using manual methods for this process. Staff has obtained a quote from a contractor is working to place the order. The city has previously worked with Parkson's Press on other wastewater treatment plant projects. The repair of the trash bar screen constitutes an emergency as defined in Public Contract Code Section 22050 and confirms that action may be taken without bidding, and in compliance with other processes, to protect the sewer system and public health and safety.

CONCLUSION:

Approve Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A VENDOR AGREEMENT WITH PARKSON CORPORATION FOR THE PURCHASE OF EQUIPMENT FOR THE CITY'S WASTEWATER TREATMENT PLANT

ATTACHMENTS:

1. Vendor Agreement - Parksons
2. Resolution

CITY OF EL CENTRO
VENDOR AGREEMENT FOR EQUIPMENT PURCHASE AND RELATED SERVICES

This VENDOR AGREEMENT FOR EQUIPMENT PURCHASE AND RELATED SERVICES ("AGREEMENT") shall be effective on the last signature date set forth below (the "Effective Date"), by and between the City of El Centro, a municipal corporation ("CITY"), and Parkson Corporation ("VENDOR"), a Delaware corporation.

RECITALS:

1. CITY has identified Vendor as the sole source, pursuant to City Code Section 2-177(a)(1) and 2-177(a)(3), for the equipment needed for the Wastewater Treatment Plant based upon the need for compatibility of equipment; and
2. CITY wishes to purchase from VENDOR the Aqua Guard Ultra Clean Bar/Filter Screen and receive the associated services from VENDOR as set out herein; and
3. VENDOR represents and warrants that it is uniquely qualified to provide this equipment and services.

AGREEMENT:

I. EQUIPMENT AND SERVICES

VENDOR will deliver to CITY the Aqua Guard Ultra Clean Bar/Filter Screen Model AGUC-MN-T and associated equipment listed in Exhibit A, attached hereto and incorporated herein by reference ("equipment"). VENDOR will provide to CITY the associated services listed in Exhibit A ("services"). VENDOR warrants that all equipment and services set forth in Exhibit A will be performed in a competent, professional and satisfactory manner and that any equipment provided will meet CITY's specifications as they are known to VENDOR at the time of execution of this AGREEMENT. Where provisions of Exhibit A are inconsistent with this AGREEMENT, the terms of this AGREEMENT shall prevail. This AGREEMENT shall supersede Parkson's Standard Conditions of Sale unless otherwise provided herein.

II. TERM

Unless earlier terminated in accordance with Section IV below, this AGREEMENT will continue in full force and effect from the Effective Date until the date that the equipment is installed and accepted in writing by City and thereafter for the Warranty period specified in Exhibit A. Upon mutual written AGREEMENT, the term of this AGREEMENT may be extended for an additional period as determined by the parties.

III. COMPENSATION

A. Agreement Sum

For equipment provided pursuant to this AGREEMENT, VENDOR will be paid in accordance with the provisions of Exhibit A; provided, however, that in no event will the total

amount of money paid VENDOR for the equipment and services contemplated by this AGREEMENT, exceed the sum of three hundred eighty-seven thousand three hundred and five dollars and sixty-five cents (\$387,305.65) plus any additional amounts for California Sales Tax in the approximate amount of \$28,488.65 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment

Provided VENDOR is not in default under the terms of this AGREEMENT, upon presentation of an invoice, VENDOR will be paid as set out in Exhibit A.

IV. TERMINATION OF AGREEMENT

A. CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, by delivering to VENDOR at least ten calendar (10) days prior written notice. Upon receipt of said notice, VENDOR shall immediately cease all work and services under this AGREEMENT, unless the notice provides otherwise. If CITY suspends this AGREEMENT, such suspension shall not make void or invalidate this AGREEMENT.

B. In the event this AGREEMENT is terminated pursuant to Section IV(A), CITY shall pay to VENDOR according to Section IV(C). Upon termination of this AGREEMENT pursuant to Section IV(A), VENDOR will submit an invoice to CITY pursuant to Section III.

C. Notwithstanding the foregoing, in the event of a termination for convenience, or a termination for cause that is subsequently determined to have been without cause, CITY shall compensate VENDOR in accordance with the following schedule: (i) if this AGREEMENT is terminated after Vendor transmits its submittals, or if no such submittals are required, CITY shall pay VENDOR 10% of the Agreement Sum, unless (ii) this AGREEMENT is terminated more than four (4) calendar weeks after submittal approval/release for fabrication, in which case CITY shall pay VENDOR 75% of the Agreement Sum, unless (iii) this AGREEMENT is cancelled more than eight (8) calendar weeks after submittal approval/release for fabrication, in which case CITY shall pay VENDOR 100% of the Agreement Sum.

V. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, epidemics, pandemics or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform but there shall be no additional compensation.

VI. RETENTION OF FUNDS

VENDOR authorizes CITY to deduct from any amount payable to VENDOR under this AGREEMENT any amount of payment which may be in dispute or that is necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of VENDOR's acts or omissions in performing or

failing to perform VENDOR's obligations under this AGREEMENT. In the event that any claim is made by a third party, the amount or validity of which is disputed by VENDOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due under this AGREEMENT, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of VENDOR to insure, indemnify, and protect CITY as elsewhere provided in this AGREEMENT.

VII. CITY REPRESENTATIVE

Abraham Campos, Public Works Director, is designated as the "CITY Representative", authorized to act on its behalf with respect to the equipment and services specified in this AGREEMENT and to make all decisions in connection with this AGREEMENT. Whenever approval, directions, or other actions are required by CITY under this AGREEMENT, those actions will be taken by the CITY Representative, unless otherwise stated. The City Manager has the right to designate another CITY Representative at any time, by providing notice to VENDOR.

VIII. VENDOR REPRESENTATIVE

The following principal(s) of VENDOR are designated as being the principal(s) and representative(s) of VENDOR ("VENDOR Representative") authorized to act on its behalf with respect to the equipment and services specified in this AGREEMENT and make all decisions in connection with this AGREEMENT:

Matt Rebmann
Coombs-Hopkins Company
2011 Palomar Airport Road, Suite 303
Carlsbad, CA 92011

IX. INDEPENDENT CONTRACTOR

VENDOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its officials, employees or agents will have control over the conduct of VENDOR or any of the VENDOR's employees, except as otherwise set forth in this AGREEMENT. VENDOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

X. RESERVED

XI. OTHER LICENSES AND PERMITS

VENDOR warrants that it has all professional, contracting and other permits and licenses required to undertake the services and/or provide the equipment contemplated by this AGREEMENT.

XII. VENDOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of VENDOR's time pertaining to this AGREEMENT, and records of accounts between CITY and VENDOR, will be kept on a generally recognized accounting basis. VENDOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to this AGREEMENT. All records will be available to CITY during normal working hours. VENDOR will maintain these records for three (3) years after final payment.

XIII. INDEMNIFICATION

VENDOR shall indemnify, defend (with counsel of City's choosing), and hold harmless CITY, and its officers, employees and agents (collectively "CITY indemnitees"), from and against any and all third-party causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), directly caused by or arising from VENDOR's performance under this AGREEMENT, except for such loss or damage arising from the sole negligence or willful misconduct of CITY. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to the CITY indemnitees or at CITY's option, reimburse the CITY indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

Payment by CITY is not a condition precedent to enforcement of this Section. In the event of any dispute between VENDOR and CITY, as to whether liability arises from the negligence of CITY or its officers, employees, or agents, VENDOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating CITY as solely negligent. VENDOR 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.

Notwithstanding the foregoing, in the event that any accident, injury, damage, or death is due partially to the negligence of an officer, employee or agent of CITY, VENDOR's duty to defend, indemnify, and hold harmless hereunder shall be proportionately reduced by the percentage of such negligence caused by or attributable to CITY. VENDOR's duty to defend, indemnify, and hold harmless CITY shall not apply to the extent that CITY: (i) modifies the equipment or services without VENDOR's express written permission, (ii) combines the equipment or services with another product that has not been approved by VENDOR, or (iii) uses any equipment or services other than in accordance with VENDOR's written instructions.

XIV. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL VENDOR, TO INCLUDE VENDOR'S OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS ("VENDOR GROUP") OR CITY, TO INCLUDE CITY'S OFFICERS, EMPLOYEES, AND AGENTS, BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT OR TORT, EVEN IF VENDOR OR CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VENDOR GROUP'S AGGREGATE LIABILITY FOR SUCH DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES EXCEED THE AGREEMENT SUM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

XV. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

To the fullest extent permitted by law, no officer or employee of CITY will be personally liable to VENDOR, in the event of any default or breach by CITY or for any amount that may become due to VENDOR.

XVI. INSURANCE

A. Without limiting VENDOR's indemnification of CITY, VENDOR 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 that is satisfactory to CITY.

1. **General liability insurance.** VENDOR shall maintain commercial general liability insurance, in an amount of \$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.

2. **Automobile liability insurance.** VENDOR shall maintain automobile insurance covering bodily injury and property damage for all activities of VENDOR arising out of or in connection with the equipment and services under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount of \$1,000,000 combined single limit for each accident.

3. **Workers' compensation insurance as applicable in its jurisdiction.** VENDOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of \$1,000,000). VENDOR 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.

B. Other provisions or requirements

1. **Proof of insurance.** VENDOR 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 or designee prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this AGREEMENT.

2. **Duration of coverage.** VENDOR shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the equipment and services hereunder by VENDOR, his agents, representatives, employees or subconsultants.

3. **Primary/noncontributing.** Coverage provided by VENDOR 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 CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

4. **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 cancel this AGREEMENT.

5. **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 or designee.

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

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

8. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section XVI 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 VENDOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

9. **Notice of cancellation.** VENDOR 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.

10. **Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

11. Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that VENDOR'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.

12. CITY's right to revise specifications. CITY reserves the right at any time during the term of this AGREEMENT to change the amounts and types of insurance required by giving VENDOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to VENDOR, CITY and VENDOR may renegotiate VENDOR's compensation.

13. 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.

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

15. Additional insurance. VENDOR 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.

XVII. SUBCONTRACTORS

A. Before VENDOR retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

1. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to CITY under this AGREEMENT;

2. Present to CITY the form of subcontract that will be used with the subcontractor for CITY's approval, which approval will not be unreasonably withheld. Such subcontract must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Section XIII of this AGREEMENT and must specifically name CITY as an indemnified party; and

3. Secure from the subcontractor evidence of insurance coverage that meets the requirements of this AGREEMENT including naming CITY as an additional insured as required by this AGREEMENT, unless such requirement is waived in writing by the CITY Risk Manager or designee as provided in Section XVI.

4. Require the subcontractor to obtain a CITY business license, if required.

XVIII. CONFLICT OF INTEREST

No officer or employee of CITY may have any financial interest, direct or indirect, in this AGREEMENT, nor may any officer or employee participate in any decision relating to this

AGREEMENT that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee of CITY, nor may any officer or employee of CITY solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

XIX. NOTICE

All notices, requests, demands, or other communications under this AGREEMENT will be in writing. Notice will be sufficiently given for all purposes as follows:

A. Personal delivery. When personally delivered to the recipient; notice is effective upon delivery.

B. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice; notice is effective five (5) calendar days after deposit in a United States Postal Service office or mailbox.

C. Certified mail. When mailed certified mail, return receipt requested; notice is effective upon receipt.

D. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective upon delivery.

E. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice; notice is effective upon receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To CITY: City of El Centro
1275 W. Main Street
El Centro, CA 92243
Attention: Abraham Campos

To VENDOR: Parkson Corporation
1401 West Cypress Creek Road
Fort Lauderdale, FL 33309-1969
Name:

F. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

G. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this AGREEMENT, and delivery to the last known address or fax number shall be deemed sufficient for notice under this AGREEMENT.

XX. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This AGREEMENT and all exhibits are binding on the heirs, successors, and assigns of the parties. The AGREEMENT may not be assigned or subcontracted by either CITY or VENDOR without the prior written consent of the other.

XXI. INTEGRATION; AMENDMENT

This AGREEMENT represents the entire understanding of CITY and VENDOR as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to the terms of this AGREEMENT. This AGREEMENT may not be modified or altered except in writing signed by both parties.

XXII. INTERPRETATION

The terms of this AGREEMENT should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this AGREEMENT or any other rule of construction that might otherwise apply.

XXIII. SEVERABILITY

If any part of this AGREEMENT is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the AGREEMENT will remain in full force and effect.

XXIV. TIME OF MATERIAL IMPORTANCE

Time is of material importance in the performance of this AGREEMENT.

XXV. GOVERNING LAW; JURISDICTION

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from this AGREEMENT will be in a court of competent jurisdiction within the county in which CITY is located.

XXVI. COMPLIANCE WITH STATUTES AND REGULATIONS

VENDOR will be knowledgeable of and will comply with all applicable federal, state, county and CITY statutes, rules, regulations, ordinances and orders.

XXVII. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this AGREEMENT.

XXVIII. EXHIBITS

All exhibits identified in this AGREEMENT are incorporated into this AGREEMENT by this reference.

XXIX. VENDOR'S AUTHORITY TO EXECUTE

The persons executing this AGREEMENT on behalf of VENDOR warrant that (i) VENDOR is duly organized and existing under the appropriate State laws; (ii) they are duly authorized to execute this AGREEMENT on behalf of VENDOR; (iii) by so executing this AGREEMENT, VENDOR is formally bound to the provisions of this AGREEMENT; and (iv) the entering into this AGREEMENT does not violate any provision of any other agreement to which VENDOR is bound.

XXX. COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document. This AGREEMENT may be executed via a recognized electronic signature service (e.g., Docusign), or may be signed, scanned, and emailed to the other party, and any such signatures shall be treated as original signatures for all applicable purposes.

IN WITNESS WHEREOF, the parties hereto, individually or by their duly authorized representatives, have executed this AGREEMENT.

VENDOR: Parkson Corporation

By:


(Signature)

ANDREW SINGER
(Typed Name)

CONTRACTS MANAGER
(Title)

CITY: City of El Centro

Robert Sawyer, City Manager

ATTEST:

Norma Wyles, City Clerk

APPROVED AS TO FORM:

City Attorney

Joanna Hoff, City Attorney

Attachments: Exhibit A Equipment and Services

EXHIBIT A
EQUIPMENT AND SERVICES

[ATTACH VENDOR'S PROPOSAL OR OUTLINE SCOPE OF
SERVICES AGREED TO]



Quotation

NUMBER: B020

DATE: January 30, 2026

TO: City of El Centro
1275 W. Main Street
El Centro, CA 92243
Attn: Marcos Tarazon

REF.: El Centro, CA LS #3
Screen Replacement

Parkson Corporation is pleased to provide a quotation for the following equipment.

ITEM 1 EQUIPMENT

One (1) Aqua Guard® Ultra Clean™ self-cleaning bar/filter screen model AGUC-MN-T

1.A Equipment Description:

1. Unit shall be 3'-0" wide (W) and designed for installation in a channel 4'-4" deep (H). Solids larger than 15 mm nominal screen opening shall be removed from the flow and conveyed to a discharge point approximately 4'-6" above the top of the upper floor (elevation 53.17). When installed, the screen shall be inclined 85° from the horizontal and have a total discharge height (H1) of 30'-0" (as measured from the base of the screen to the discharge point).
2. Materials of construction will be as follows:
Frame: Type 316 stainless steel, 3/16" thick.
Filter elements: High impact plastic.
Side plates: High impact plastic.
Shafts, chain links, guide rails, drive sprocket inserts: Type 316 stainless steel.
Rollers: 400 series stainless steel (heat treated).
Chain bushings: 400 series stainless steel (heat treated).
Side seals: Neoprene rubber, with type 316 stainless steel backing plates.
4. Screen drive with a 1 HP, 230/460V, 3 Ø, 60 Hz TEFC motor.
5. Manifold lubrication system.
6. Screen washing system consisting of two (2) type 316 stainless steel spray bars with quick release spray nozzles and NEMA 4X brass body solenoid valve with a 1" NPT connection.
7. Brush assembly of hybrid construction, with a side mounted door to provide access for brush replacement.
8. Brush drive with a 3/4 HP, 230/460V, 3 Ø, 60 Hz TEFC motor.
9. Electrical overload device consisting of SSAC current monitors.
10. Front and rear covers fabricated of 14 gauge type 316 stainless steel, to enclose the portion of the screen above the upper floor.
11. Discharge chute fabricated of 14 gauge type 316 stainless steel, to direct screenings into a screenings compactor inlet chute.
12. E-stop pushbutton in a NEMA 4X enclosure.
13. Control panel modification to incorporate controls for the new screen.
NOTE: Existing level sensor will be reused. Existing control panel will be reused.
14. The Aqua Guard® screen shall be factory assembled and tested, and shall be shipped to the jobsite fully assembled.

ITEM 2 SERVICES

2.A Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

- | | | |
|----|---------------------|-------------------|
| 1. | Approval drawings: | 2 prints included |
| 2. | Certified drawings: | 2 prints included |
| 3. | IO&M manuals: | 2 included |

2.B Start-Up Assistance:

Parkson will furnish a factory representative for a total of two (2) days during one (1) trip to the jobsite to assist in installation inspection, startup supervision, and operator training. Dates of service to be scheduled upon Purchaser's written request.

2.C Mechanical Warranty:

Per Section XVI of the Standard Conditions of Sale.

PURCHASE PRICE:

All of the above for \$387,305.65
Equipment \$345,317, Tax (8.25%) \$28,488.65, Freight \$6,500, Service \$7,000

F.O.B. shipping point, freight included, taxes included

VALIDITY:

Purchase Price is valid for sixty (60) days from quotation date, for shipment of equipment within the timetable stated below.

PAYMENT TERMS:

10% upon issuance of pre-fabrication submittals, 15% upon approval of pre-fabrication submittals, 75% upon shipment of equipment. All payments are NET 30 days. Retainage capped at 5% and not held beyond 120 days from shipment. **Please refer to our Standard Conditions of Sale regarding additional details about price validity, escalation potential and materials availability.**

TIMETABLE GUIDELINE:

Within ten (10) business days of receiving a written Purchase Order in Parkson's office, if necessary, Parkson will submit a written Request for Additional Information requesting items including, but not limited to, full-scale drawings, specification sections, amendments and other documents necessary for Parkson to begin work on this Project. No work can be done on this Project until all Additional Information is received by Parkson, thus beginning the Submittal Phase. If you do not receive such a Request for Additional Information within the stated ten (10) business days, then the Submittal Phase will begin on the eleventh (11th) business day following receipt of the written Purchase Order in Parkson's office. The Shipment Phase is thereafter contingent upon your final approval of all submitted Approval Drawings. Once said final approval is received in Parkson's offices, the Shipment Phase will begin.

Submittal Phase: Approval drawings will be submitted six (6) weeks from receipt of all requested Additional Information if necessary, or if not necessary, from the eleventh (11th) business day following receipt of a written Purchase Order in Parkson's office.

Shipment Phase: Twenty-four (24) weeks following receipt of final approval of all submitted Approval Drawings in Parkson's office.

If the Submittal Phase is waived, the Shipment Phase will begin on receipt of all requested Additional Information if necessary, or if not necessary, on the eleventh (11th) business day following receipt of a written Purchase Order in Parkson's offices.

Dates are subject to confirmation upon receipt of written Purchase Order.

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: <http://www.parkson.com/files/documents/Sales-conditions.pdf>. Parkson reserves the right to negotiate terms and conditions at the time of award.

NOTE REGARDING USA TARIFFS AND CURRENT TRADE LAWS: All prices are based on current USA and North America tariffs and trade laws/agreements at time of bid. Any changes in costs due to USA tariffs and trade laws agreements after the bid will be passed through to the purchaser at cost.

BUYER/OWNER RESPONSIBILITY:

- Level sensor.
- Anchor bolts.
- Spare parts.
- Removal of existing equipment
- Screenings compactor and controls for compactor.
- Manual bar screen.
- Stop gates.
- Concrete modifications.
- Local control stations.
- Local disconnects or junction boxes.
- Level sensor mounting pipes.
- Control panel supports or mounting.
- Control panel sunshield or air conditioner.
- Control panel or level sensor spare parts.
- Spray wash water connection and piping.
- Heat tracing or power for heat tracing of the equipment or washwater supply piping.
- Water hammer arrestor.
- Drain connections and piping.
- Manual shutoff valves, gate valves, check valves, butterfly valves, ball valves, bypass valves.
- Y-strainers.
- Pressure gauges.
- Screenings dumpster.
- Lubricants.
- Shop or field painting.
- Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
- Readiness of the equipment before requesting start-up service. Non-readiness may incur additional charges.
- Electrical connection and interconnecting wiring (including any of the following: Solenoid valve, level sensor, motors, E-stop, main control panel); wiring and conduit from each unit-mounted electrical device to a terminal box or control panel.
- Interconnecting piping.



- Piping connections, platforms, ladders, gratings and railings unless stated otherwise.
- Any other auxiliary equipment or service not detailed above.

Please return one signed copy of this Quotation, or your Purchase Order, to Parkson Corporation at the address below. Refer to this Quotation, date, and related correspondence.

Issued By:

PARKSON CORPORATION
562 Bunker Court
Vernon Hills, IL 60061

Name: Joseph G. Nagel
Title: Municipal Sales
Date: January 30, 2026

Accepted By: (Herein called the Buyer)

Name
Title:
Date:

RESOLUTION NO. 26 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL CENTRO APPROVING A VENDOR AGREEMENT
WITH PARKSON CORPORATION FOR THE PURCHASE
OF EQUIPMENT FOR THE CITY'S WASTEWATER
TREATMENT PLANT

WHEREAS, the City Wastewater Treatment Plant's existing bar screen, must be replaced; and

WHEREAS, pursuant to City Code Section 2-177 (a) (1), (3) and (4), no competitive bidding is required for the purchase of such equipment when the required equipment is available only from one sole source; and

WHEREAS, Parkson Corporation is the vendor uniquely able to provide the City the Aqua Guard Ultra Clean Bar/Filter Screen and the associated services; and

WHEREAS, an agreement with Parkson Corporation for the needed equipment and services for the Wastewater Treatment Plant 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 recitals are true, correct, and incorporated fully herein as findings.
2. That the City Council does hereby approve the City of El Centro Vendor Agreement for Equipment Purchase and Related Services ("Agreement").
3. That the City Manager is hereby authorized to execute the Agreement on behalf of the City with Parkson Corporation in the total amount of three hundred eighty-seven thousand, three hundred five dollars and sixty-five cents (\$387,305.65), a copy which is on file in the Office of the City Clerk and to take any and all necessary actions to implement this resolution.

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 _____
Michael Crankshaw, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Joanna Hoff, 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. 26-_____ 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 _____, 2026, 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 # 2026-56)

Item: 6.

Meeting: 5/5/2026 3:30 PM

Department: Public Works

Category: Resolution

Prepared by: Elizabeth Zarate, Analyst

Department Head: Abraham Campos

DOC ID: 2026-56

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, APPROVING A CONSTRUCTION SERVICES AGREEMENT WITH CHOLLA CONSTRUCTION FOR THE EMERGENCY REPAIRS OF THE BAR SCREEN REHABILITATION PROJECT AT THE WASTEWATER TREATMENT PLANT.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, APPROVING A CONSTRUCTION SERVICES AGREEMENT WITH CHOLLA CONSTRUCTION FOR THE EMERGENCY REPAIRS OF THE BAR SCREEN REHABILITATION PROJECT AT THE WASTEWATER TREATMENT PLANT.

FISCAL IMPACT:

No impact to the General Fund. Project to be funded by the Wastewater Enterprise capital. Cost is \$304,630.00 and will be paid for out of account 502-9521-750044.

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.:

Contractor is current with licenses and has performed satisfactorily.

BACKGROUND:

In January 2026, the Trash Bar Screen equipment at the Wastewater Treatment Plant failed. On January 20, 2026, the City Council approved an Emergency Declaration and authorized the emergency repairs of the bar screen.

DISCUSSION:

The Wastewater Treatment Plant's bar screen has experienced a sudden failure due to the deterioration of the metal components in the channel caused by the highly corrosive environment. As a result, the plant is currently operating under temporary manual screening procedures.

The bar screen is a critical first-stage component of the treatment process, responsible for removing inorganic materials such as plastics, debris, and other solids from incoming wastewater. These materials are then diverted for proper disposal at a landfill. Without a functioning bar screen, the treatment process is at risk of disruption, and there is an increased potential for damage to downstream equipment and impacts on the overall system performance.

In response to the failure, staff has obtained a quote from a qualified construction contractor in the amount of \$304,630.00. The scope of work includes the removal of the existing bar screen, necessary concrete repairs within the channel, gate repairs, and the application of a protective epoxy coating to mitigate future corrosion. Funding for the repair will be provided through the Wastewater Enterprise Fund.

The repair of the bar screen meets the criteria for an emergency as defined under Public Contract Code Section 22050, as immediate action is necessary to safeguard the integrity of the sewer system and to protect public health and safety. Accordingly, the work may proceed without the formal bidding process, provided all other applicable procedural requirements are followed.

CONCLUSION:

Approve Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, APPROVING A CONSTRUCTION SERVICES AGREEMENT WITH CHOLLA CONSTRUCTION FOR THE EMERGENCY REPAIRS OF THE BAR SCREEN REHABILITATION PROJECT AT THE WASTEWATER TREATMENT PLANT

ATTACHMENTS:

1. Resolution
2. Construction Agreement - Cholla

RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, APPROVING A CONSTRUCTION SERVICES AGREEMENT WITH CHOLLA CONSTRUCTION FOR THE EMERGENCY REPAIRS OF THE BAR SCREEN REHABILITATION PROJECT AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the Wastewater Treatment Plant Bar Screen (“Bar Screen”) recently and suddenly failed due to deteriorated metals in the channel from the corrosive environment; and

WHEREAS, without the Bar Screen, the Wastewater Treatment Plant is currently operating via temporary manual measures; and

WHEREAS, Public Contract Code Section 22050 provides that in the case of an emergency, with the authorization of the City Manager, the City of El Centro (“City”) may proceed to make emergency repairs without bids or other process when necessitated by an emergency; and

WHEREAS, the City Council of the City of El Centro (“City Council”) finds that the repair of the Bar Screen constitutes an emergency as defined in Public Contract Code Section 1102 and confirms that action is being taken without bidding to protect the sewer system and public health and safety; and

WHEREAS, City Code Section 2-176 provides that the City Manager is authorized to take such emergency action and notify the City Council of that action; and

WHEREAS, the City Council approved Resolution No. 26-12 declaring the emergency repairs of the Bar Screen and shall review the emergency authorization at each regular meeting until such time as the City Manager reports the repair is complete; and

WHEREAS, the anticipated cost of the repair is eight hundred thousand dollars and zero cents, \$800,000.00.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Recitals set out above are true, correct, and incorporated fully herein as findings.

2. The City Council confirms that the City Manager is authorized to take any and all necessary action to repair the Bar Screen at the Wastewater Treatment Plant.
3. The City Manager is further directed to place a report and review of such action on upcoming regular meeting agendas until the replacement has been completed.
4. The City Manager is hereby authorized to sign the Agreement on behalf of the City with Robert Clinton Yates, an individual doing business as Cholla Construction, for the rehabilitation of the Bar Screen in the total amount of three hundred four thousand six-hundred thirty dollars and zero cents (\$304,630.00).
5. The City Council hereby establishes a construction contingency fund of thirty thousand four hundred sixty-three dollars and zero cents (\$30,463.00) for the Bar Screen.

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 _____
Michael Crankshaw, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Joanna Hoff, 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. 26- 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 , 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

By _____
Norma Wyles, City Clerk

CITY OF EL CENTRO
Wastewater Treatment Plant – Bar Screen Rehabilitation Project
CONSTRUCTION SERVICES AGREEMENT

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”), is made and effective as of the last signature date set forth below “Effective Date” May 1 , 2026, by and between the City of El Centro, a municipal corporation ("CITY"), and Robert Clinton Yates, an individual doing business as Cholla Construction ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

A. Incorporation of Documents. This Agreement includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto for the Wastewater Treatment Plant Bar Screen Rehabilitation Project (“Project”): [The Contractor shall provide all labor, materials, and equipment necessary to repair and rehabilitate the bar screen structure at the City of El Centro Wastewater Treatment Plant. Work shall generally include bypassing flows, removal of existing bar screen components, cleaning and surface preparation, concrete demolition and repair, reconstruction of influent channels, installation of grate frames, and application of protective epoxy coating to rehabilitated surfaces. Upon completion of structural repairs, the Contractor shall reinstall the static bar screen, install slide gates, restore the structure to operational condition, and return the system to service. Work shall be coordinated with City staff, who will perform electrical work and provide operational support as necessary.]

B. Scope of Work. CONTRACTOR promises and agrees, at its own cost and expense, to furnish to the CITY all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in this Agreement (hereinafter the “Work” or “Project”), for a Total Contract Price as specified pursuant to this Agreement. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the Exhibits A through E attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit A attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit B attached hereto and incorporated herein by this reference.

C. Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the CITY.

II. TIME FOR PROJECT COMPLETION AND LIQUIDATED DAMAGES

CONTRACTOR shall perform and complete all Work under this Agreement within **45 calendar days**, commencing ten (10) calendar days after receiving a written Notice to Proceed from the CITY ("Project Completion Time"). CONTRACTOR shall perform its Work in strict accordance with any completion schedule, construction schedule or Project milestones developed by the CITY.

III. THE CONTRACT SUM

As consideration for the performance of the Work required herein, the CITY shall pay to CONTRACTOR the total sum of Three hundred four thousand and six hundred thirty dollars and zero cents (\$304,630.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Agreement or written change orders approved and signed in advance by the CITY.

IV. PROGRESS PAYMENTS

A. Application for Payment. CONTRACTOR shall submit to the CITY an itemized application for payment in the format supplied by the CITY indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Agreement and such other documentation as the CITY may require. CONTRACTOR shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. CONTRACTOR may be required to furnish a detailed schedule of values upon request of the CITY and in such detail and form as the CITY shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

The CITY shall review and pay all progress payment requests in accordance with the provisions set forth in Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code. No progress payments will be made for Work not completed in accordance with this Agreement.

B. Retentions. From each approved progress estimate, five percent (5%) may be deducted and retained by the CITY, and the remainder will be paid to CONTRACTOR. All retentions shall be released and paid to CONTRACTOR and subcontractors pursuant to California Public Contract Code Section 7107.

C. Deductions. In addition to any retentions, the CITY may deduct from each progress payment an amount necessary to protect the CITY from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the CITY in performing any of CONTRACTOR's obligations under this Agreement which CONTRACTOR has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the Project Completion Time; (6) unsatisfactory prosecution of the Work by CONTRACTOR; (7) unauthorized deviations from this Agreement; (8) failure of

CONTRACTOR to maintain or submit on a timely basis, proper and sufficient documentation as required by this Agreement or by the CITY during the prosecution of the Work; (9) erroneous or false estimates by CONTRACTOR of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the CITY, incurred by the CITY for which CONTRACTOR is liable under this Agreement; and (11) any other sums which the CITY is entitled to recover CONTRACTOR under the terms of this Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the CITY to deduct any of these sums from a progress payment shall not constitute a waiver of the CITY's right to such sums.

D. Payment to Subcontractors. CONTRACTOR shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to CONTRACTOR pursuant to this Agreement.

V. RETENTION OF SECURITIES

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

VI. TITLE TO WORK

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

VII. DISPUTE RESOLUTION

Any separate demand by CONTRACTOR for the payment of money or damages shall be resolved in accordance with Public Contract Code Sections 20104, et seq., if applicable.

VIII. TERMINATION

This Agreement may be terminated by the CITY at any time by giving CONTRACTOR three (3) days advance written notice. In the event of termination by the CITY for any reason other than the fault of CONTRACTOR, the CITY shall pay CONTRACTOR for all Work performed up to that time as provided herein. In the event of breach of this Agreement by CONTRACTOR, the CITY may terminate this Agreement immediately without notice, may reduce payment to CONTRACTOR in the amount necessary to offset the CITY's resulting damages, and may pursue any other available recourse against CONTRACTOR. CONTRACTOR may not terminate this Agreement except for cause.

In the event this Agreement is terminated in whole or in part as provided, the CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Agreement is terminated as provided, the CITY may require CONTRACTOR to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by CONTRACTOR in connection with its performance of this Agreement.

IX. COMPLETION OF WORK

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

X. CITY'S REPRESENTATIVE

The CITY hereby designates the **Public Works Director/City Engineer**, or his designee, to act as his representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the City's Representative or his designee.

XI. CONTRACTOR'S REPRESENTATIVE

Before starting the Work, CONTRACTOR shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the CITY ("Contractor's Representative"). Following approval by the CITY, the Contractor's Representative shall have full authority to represent and act on behalf of CONTRACTOR for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Work, using his or her best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portion of the Work under this Agreement. Contractor's Representative shall devote full time to the Project and either his or her designee, who shall be acceptable to the CITY, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of CONTRACTOR is present at the Work site. Arrangements for responsible supervision, acceptable to the CITY, shall be made for emergency Work which may be required. Should CONTRACTOR desire to change its Contractor's Representative, CONTRACTOR shall provide the information specified above and obtain the CITY's written approval.

XII. CONTRACT INTERPRETATION

Should any question arise regarding the meaning or import of any of the provisions of this Agreement or written change orders approved and signed by the CITY, the matter shall be referred to City's Representative, whose decision shall be binding upon CONTRACTOR.

XIII. LOSS AND DAMAGE

CONTRACTOR shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the performance of the Work until the same is fully completed and accepted by the CITY. CONTRACTOR shall be responsible for damage proximately caused by "Acts of God," within the meaning of Section 7105 of the Public Contract Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the CITY may terminate this Agreement upon three (3) days advanced written notice.

XIV. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall defend with legal counsel approved by the CITY, indemnify and hold the CITY, its officers, officials, employees, volunteers and agents free and harmless from and against any and all claims, demands, causes of action, liability, loss, damage, injury, expense, or cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation), in law or equity, to property or persons, including wrongful death, of every nature arising out of or incident to any alleged acts, omissions, or willful misconduct of CONTRACTOR, its officials, officers, employees, agents, consultants, and subcontractors arising out of or in connection with the performance of the Work, the Project, or this Agreement, including CONTRACTOR's 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 the CITY and CONTRACTOR, or should the CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorney fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against the CITY or its officers, officials, employees, volunteers or agents, in any such suit, action or other legal proceeding. CONTRACTOR shall reimburse the CITY and its officers, officials, officers, employees, volunteers and/or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officers, officials, employees, volunteers, or agents. 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 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 CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others are required here, 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 CONTRACTOR and shall survive the termination of this Agreement or this Section.

XV. PREVAILING WAGES

CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), the Davis-Bacon Act of 1931 and 23 USC 113, which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Wage rates shall conform with those available at www.dir.ca.gov/OPRL/Pwd for Imperial County.

XVI. APPRENTICED OCCUPATIONS

When CONTRACTOR employs workmen in an apprenticed craft or trade, CONTRACTOR shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticed occupations shall be with CONTRACTOR.

XVII. HOURS OF WORK

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

XVIII. PAYROLL RECORDS

In accordance with the requirements of Labor Code Section 1776, CONTRACTOR shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with Labor Code Section 1776 shall rest solely with CONTRACTOR, and CONTRACTOR shall make all such records available for inspection at all reasonable hours.

XIX. LABOR AND MATERIAL RELEASES

CONTRACTOR shall furnish the CITY with labor and material releases from all subcontractors performing the Work or furnishing materials for the Work governed by this Agreement prior to final payment by the CITY.

XX. EQUAL OPPORTUNITY EMPLOYMENT

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

XXI. RECORD AUDIT

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

XXII. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204

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

XXIII. CERTIFICATIONS

CONTRACTOR shall have a Class A License from the Contractors State License Board of the State of California. By its signature hereunder, CONTRACTOR certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Agreement as Exhibit C and incorporated herein by reference, shall be executed simultaneously with this Agreement.

XXIV. BONDS

A. Performance Bond. If specifically requested by the CITY, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Contract Price indicated in this Agreement, and in a form provided or approved by the CITY. If such bond is required, no payment will be made to CONTRACTOR until it has been received and approved by the CITY.

B. Payment Bond. If required by law or otherwise specifically requested by the CITY, CONTRACTOR shall execute and provide to the CITY concurrently with this Agreement a Payment Bond in the amount of the Total Contract Price indicated in this Agreement, and in a form provided or approved by the CITY. If such bond is required, no payment will be made to CONTRACTOR until it has been received and approved by the CITY.

C. Bond Provisions. Should, in CITY's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, CONTRACTOR shall renew or replace the affected bond within 10 days of receiving notice from the CITY. In the event the surety or CONTRACTOR intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the CITY, and CONTRACTOR shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the CITY. To the extent, if any, that the total compensation is increased in accordance with this Agreement, CONTRACTOR shall, upon request of the CITY, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the CITY. To the extent available, the bonds shall further provide that no change or alteration of this Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to CONTRACTOR, will release the surety. If CONTRACTOR fails to furnish any required bond, the CITY may terminate this Agreement for cause.

D. Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the CITY. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance

with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the CITY.

XXV. FINAL PAYMENT AND ANTI-TRUST CLAIMS

Final payment, constituting the entire unpaid balance of the Total Contract Price, shall be paid by the CITY to 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, this Agreement fully performed, and (if applicable) a final Certificate for Payment has been issued by the Architect.

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

XXVI. 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 perform 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 the CITY or City's Representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to perform 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 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 the Work, or the portion thereof taken over by the CITY, shall be a charge against CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or 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.

XXVII. WARRANTY

CONTRACTOR warrants all Work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and

any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the CITY of any defect in the Work or non-conformance of the Work to this Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. CONTRACTOR shall act sooner as requested by the CITY in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, CONTRACTOR's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. CONTRACTOR shall perform such tests as the CITY may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by CONTRACTOR for the benefit of the CITY, regardless of whether or not such warranties and guarantees have been transferred or assigned to the CITY by separate agreement and CONTRACTOR agrees to enforce such warranties and guarantees, if necessary, on behalf of the CITY. In the event that CONTRACTOR fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the CITY, the CITY shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the CITY for any expenses incurred hereunder upon demand.

XXVIII. LAWS AND REGULATIONS

CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this Agreement or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with Work. If CONTRACTOR observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the CITY in writing. Any necessary changes shall be made by written change order. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the CITY, CONTRACTOR shall be solely responsible for all costs arising there from. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

XXIX. 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 required by this Agreement and which is applicable to a given loss, claim or demand, will be equally available to the CITY.

Without limiting CONTRACTOR's indemnification of the CITY, and prior to commencement of the 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 the CITY. CONTRACTOR shall provide the following types and amounts of insurance:

A. **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 \$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.

B. **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.

C. **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.

D. 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 the CITY, its officers, agents, employees and volunteers.

E. Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on CONTRACTOR’s Pollution Liability form or other form acceptable to the 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. The 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.

F. Other provisions or requirements

(1) **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to the 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 the CITY’s risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

(2) **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of this Agreement 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. The CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

(3) **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by the 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 the CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

(4) **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, the CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the CITY will be promptly reimbursed by CONTRACTOR or the CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, the CITY may immediately terminate this Agreement.

(5) **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.

(6) **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against the CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants/subcontractors.

(7) **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.

(8) **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 CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

(9) **Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to 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.

(10) **Additional insured status.** General liability policies shall provide or be endorsed to provide that the 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.

(11) **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 the CITY and approved of in writing.

(12) **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.

(13) **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 the CITY for review.

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

(15) **Self-insured retentions.** Any self-insured retentions must be declared to and approved by the CITY. The CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the CITY.

(16) **Timely notice of claims.** CONTRACTOR shall give the CITY prompt and timely notice of claims made or suits instituted that arise out of or result from

CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(17) **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.

XXX. CONTRACTOR'S PERMITS AND LICENSES; CITY BUSINESS LICENSE

CONTRACTOR shall be responsible for securing, at its own expense, and paying for all permits and licenses necessary to perform the Work described herein. CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

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

XXXI. 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.

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 CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XXXII. 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.

XXXIII. 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 this 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 this Agreement shall forthwith be physically amended to make such insertion or correction. CONTRACTOR shall provide Faithful Performance and Labor and Materials bonds in the forms attached as Exhibit D and E, respectively, and incorporated herein by reference, and as acceptable to the CITY.

XXXIV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
 - 1. Material that 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 this Agreement.
- 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 CONTRACTOR's cost of or the time required for performance of any part of the Work, the CITY will issue a change order as set forth herein.
- C. In the event that a dispute arises between the CITY and CONTRACTOR whether

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

XXXV. LIQUIDATED DAMAGES

Pursuant to Government Code Section 53069.85, if the Work is not completed within the Project Completion Time or in strict accordance with any completion schedule, construction schedule or Project milestones developed by the CITY, it is understood, acknowledged and agreed that the CITY will suffer damage. It is therefore agreed that CONTRACTOR shall pay to the CITY the sum of one thousand dollars (\$1,000) for each and every calendar day of delay beyond the Project Completion Time, or beyond any completion schedule, construction schedule or Project milestones developed by the CITY, or beyond the time indicated in the completion schedule, construction schedule or Project milestones developed by the CITY for any individual task or activity.

CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if CONTRACTOR does not meet each and every aspect of any completion schedule, construction schedule or Project milestones developed by the CITY. 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 Project Completion Time, a completion schedule, completion schedule, construction schedule or Project milestones developed by the CITY or the accrual of liquidated damages. In the event the same is not paid, CONTRACTOR further agrees that the CITY may deduct the amount thereof from any money due or that may become due to CONTRACTOR under this Agreement. This Article does not exclude recovery of any other damages and is expressly in addition to the CITY's ability to seek other damages.

XXXVI. NOTICES

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

CITY
City of El Centro
Public Works Department
307 W. Brighton Ave.
El Centro, CA 92243

Attn: Abraham Campos, Public Works Director

CONTRACTOR
Cholla Construction
1051 Jones St
Brawley CA 92227
Attn: Rob Yates

Any notice so given shall be considered received by the other party three (3) days after

deposit in the U.S. Mail as stated above and addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

XXXVII. ENTIRE CONTRACT

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

XXXVIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

XXXIX. COUNTERPARTS

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

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on the Effective Date.

CONTRACTOR

Robert Clinton Yates, an individual
doing business as Cholla Construction

By: Robert C Yates

Title: owner

Date: 4-27-26

CITY

City of El Centro, a municipal corporation

By: _____

Robert Sawyer
City Manager

Date: _____

ATTEST:

By _____

Norma Wyles, City Clerk

ATTACHMENTS:

Exhibit A	Plans and Specifications
Exhibit B	Special Provisions
Exhibit C	Contractor's Certification Form
Exhibit D	Faithful Performance Bond
Exhibit E	Labor and Materials Bond

EXHIBIT A
PLANS AND SPECIFICATIONS

EXHIBIT B
SPECIAL PROVISIONS

EXHIBIT C

CONTRACTOR'S CERTIFICATION FORM

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

[CHOLLA CONSTRUCTION]

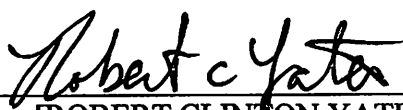
By: 
[ROBERT CLINTON YATES]
[OWNER]

EXHIBIT D

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____.
(SEAL) (SEAL)

(CONTRACTOR)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

- END OF PERFORMANCE BOND -

EXHIBIT E

LABOR AND MATERIALS BOND

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

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

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

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

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

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

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

(SEAL)

(SEAL)

(CONTRACTOR)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

- END OF LABOR AND MATERIALS BOND -



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-133)

Item: 7.

Meeting: 5/5/2026 3:30 PM

Department: Community Services

Category: Action Item

Prepared by: Javier Villaverde, Parks
Supervisor

Department Head: Adriana Nava

DOC ID: 2026-133

Approve plans and specifications for the Swarthout and Legacy Parks Basketball Courts Project and authorize the soliciting of bids.

CITY MANAGER'S RECOMMENDATION:

Approve plans and specifications for the Swarthout and Legacy Parks Basketball Courts Project and authorize the soliciting of bids.

FISCAL IMPACT:

The estimated project costs are \$258,446 and will be paid for with Measure P Funds. This funding was allocated during fiscal year 25/26.

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.:

The due diligence process will be completed prior to award of project.

BACKGROUND:

Swarthout Park is a large sports park located in the northeastern portion of El Centro. The park features two football fields, one large soccer field, a full-size basketball court, playground, restroom facility, and other recreational amenities. Swarthout Park is heavily utilized by youth football, soccer, and softball leagues, as well as by the general public.

In recent years, the City has completed several much-needed improvements at the park, including the installation of new LED lighting, a new playground, football field conversions, new dugouts and backstops, and improvements to the large ramada located near the basketball court. However, the existing basketball court surface is severely cracked and requires replacement. In addition, the existing walkways leading to the court and connecting to the ramada do not meet current ADA accessibility requirements. The proposed project would construct a new full-size basketball court in the same location as the existing court, thereby minimizing impacts to the park and avoiding any reduction of green space.

Legacy Park is a small neighborhood park located within the Legacy Subdivision in the southeastern portion of El Centro. The park includes a playground, a large picnic ramada area, and open green space. A survey was conducted among residents of the Legacy Subdivision to determine whether they would support the installation of a half-court basketball court at Legacy Park. Seventy percent of respondents indicated they were in favor of the proposed improvement.

Currently, there are several portable basketball goals located throughout the neighborhood, with children frequently playing basketball in the street. Along Charles Elmore Street, which fronts the park, three portable basketball goals are currently present. Installing a half-court basketball court within Legacy Park would provide a safer and more appropriate recreational space for neighborhood children and reduce the need for them to play in the roadway.

DISCUSSION:

The basketball court at Swarthout Park is in critical need of replacement. The existing court surface has significant cracking throughout, creating potential tripping hazards for park users. In addition, the walkways leading to and from the court do not comply with current ADA accessibility requirements.

The proposed project would construct a new full-size basketball court in the same location as the existing court. New accessible walkways would be installed to connect the court to the street access point and to the nearby ramada. A new drinking fountain would also be installed between the ramada and the basketball court. These improvements are intended to enhance accessibility, improve safety, and provide a better overall user experience.

The proposed half-court basketball court at Legacy Park would benefit the surrounding neighborhood by providing a safe and dedicated space for children and residents to play basketball. The court would feature a circular design with back-to-back basketball goals, creating two smaller play areas. Connecting walkways would be installed at the north and west ends of the court to improve access.

The proposed basketball goals would be located approximately 70 feet from both the nearby bus stop and the nearest property line of the adjacent residential property. The circular court design would complement the existing circular playground layout located on the opposite corner of the park, helping the new improvement blend with the park's current design. The proposed location and layout would also preserve ample green space for residents and park users to continue enjoying.

CONCLUSION:

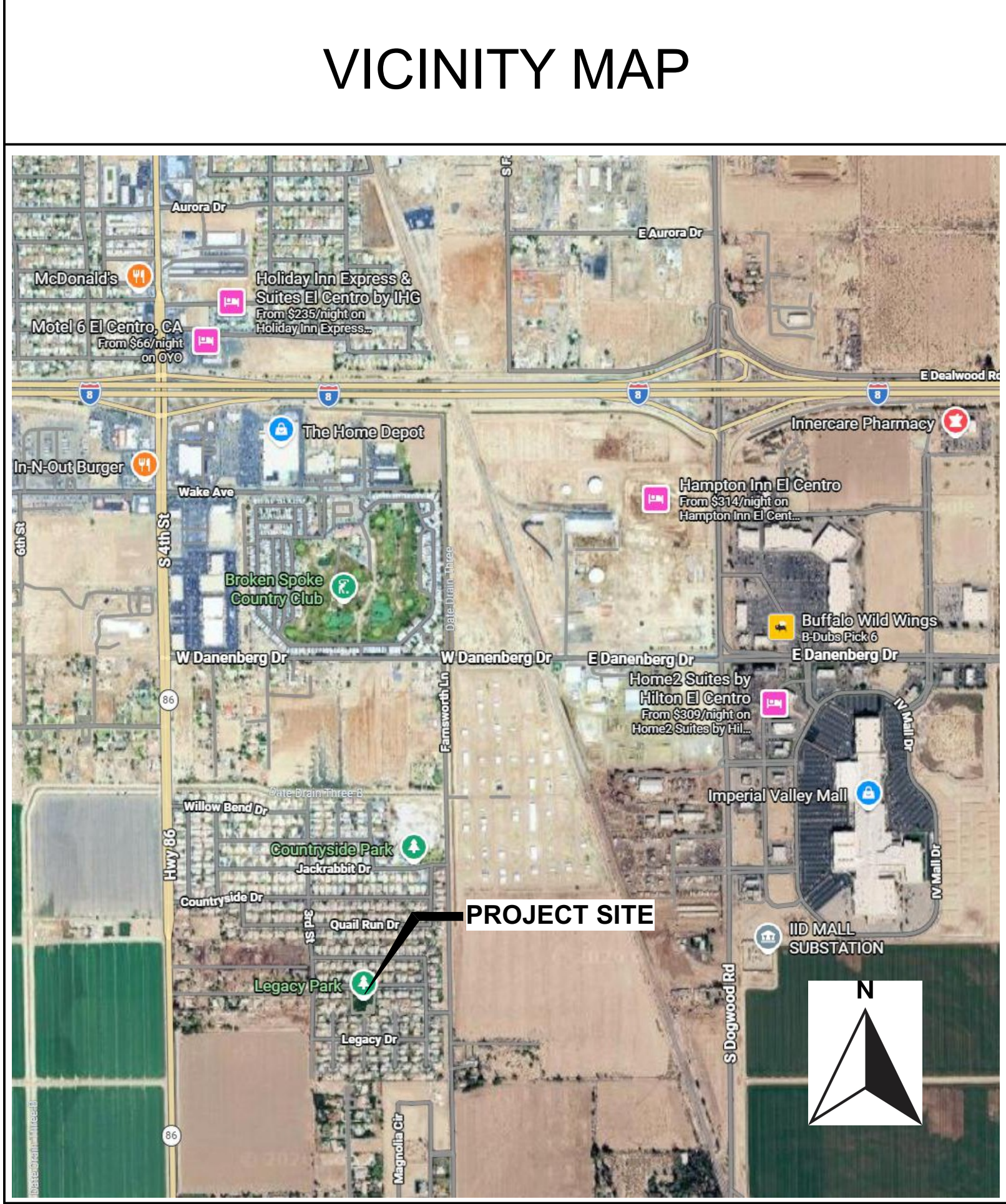
Staff recommends that the City Council approve the plans and specifications for the Swarthout and Legacy Parks Basketball Courts Project and authorize the Community Services Department to solicit bids.

ATTACHMENTS:

1. Legacy Basketball Court Project Construction Plans
2. Swarthout Basketball Court Plans
3. Project Manual - Swarthout & Legacy Basketball Courts Project

PROJECT INFORMATION	
Owner:	City of El Centro 1275 Main Street El Centro, CA 92243
Project Site:	3900 Arthur Hennessay Court El Centro, CA 92243
Assessors Acct. No.	054-673-006
Legal Description:	Parcel C of Countryside South Subdivision FM 25-56, City of El Centro 16-14
Zoning:	L-U Limited Use Zone
Lot Area:	1.5 Acres
Project Manager:	Javier Villaverde (NRPA 43323-1121) Parks Supervisor City of El Centro (760) 337-4543 jvillaverde@cityofelcentro.org

SHEET INDEX	
A-1	Title Page - Site Plan
A-2	Foundation Plan & Details
A-3	Striping Plan & General Notes



REVISIONS

CITY OF EL CENTRO
Parks & Recreation

COMMUNITY SERVICES DEPARTMENT
1249 MAIN STREET
EL CENTRO, CA 92243
PH. (760) 337-4543 FAX (760) 352-4867

CITY OF EL CENTRO
Share with Opportunity

LEGACY PARK BASKETBALL COURT PROJECT
3900 ARTHUR HENNESSAY COURT
EL CENTRO, CA 92243

DRAWN BY:
Javier Villaverde

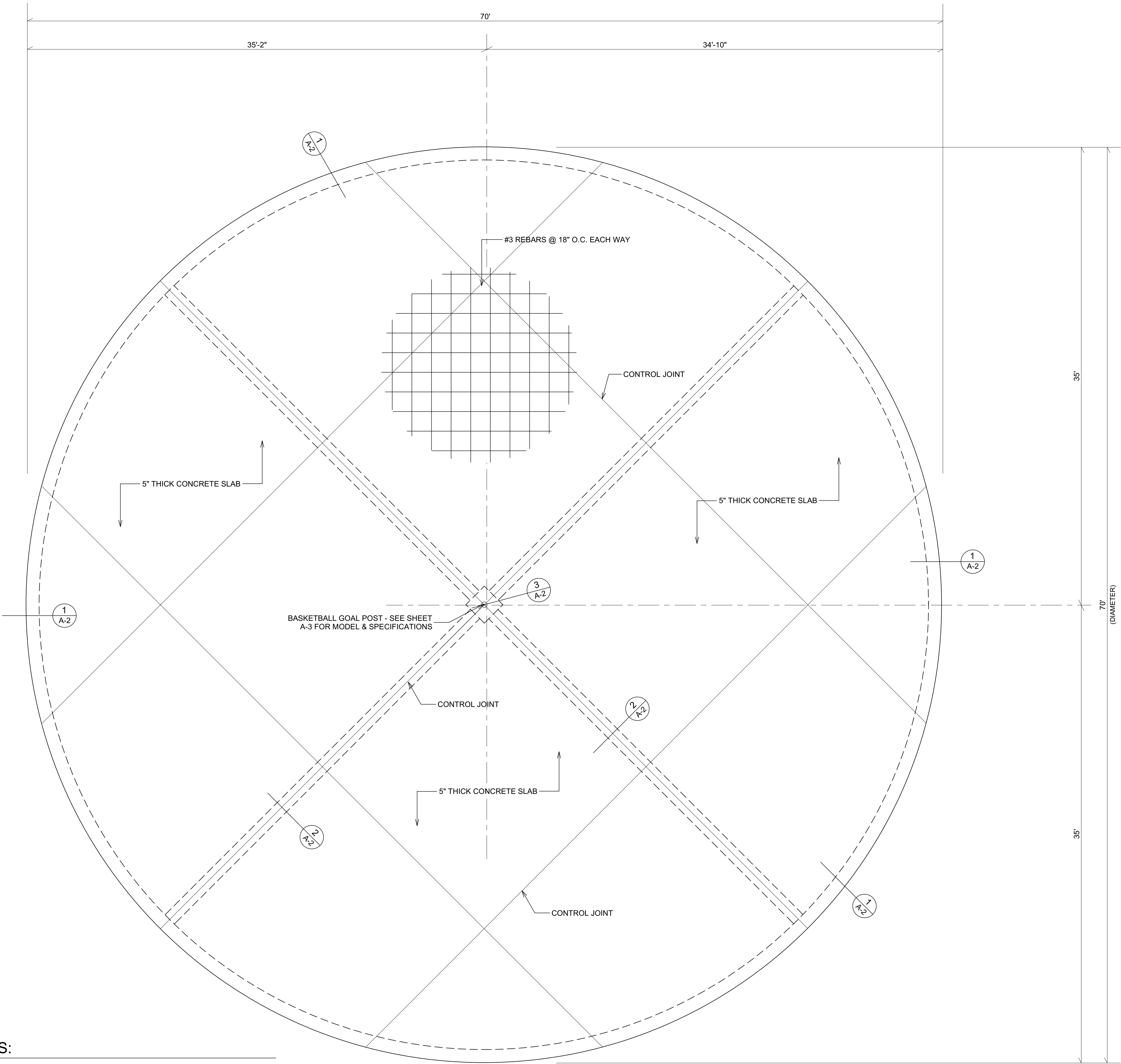
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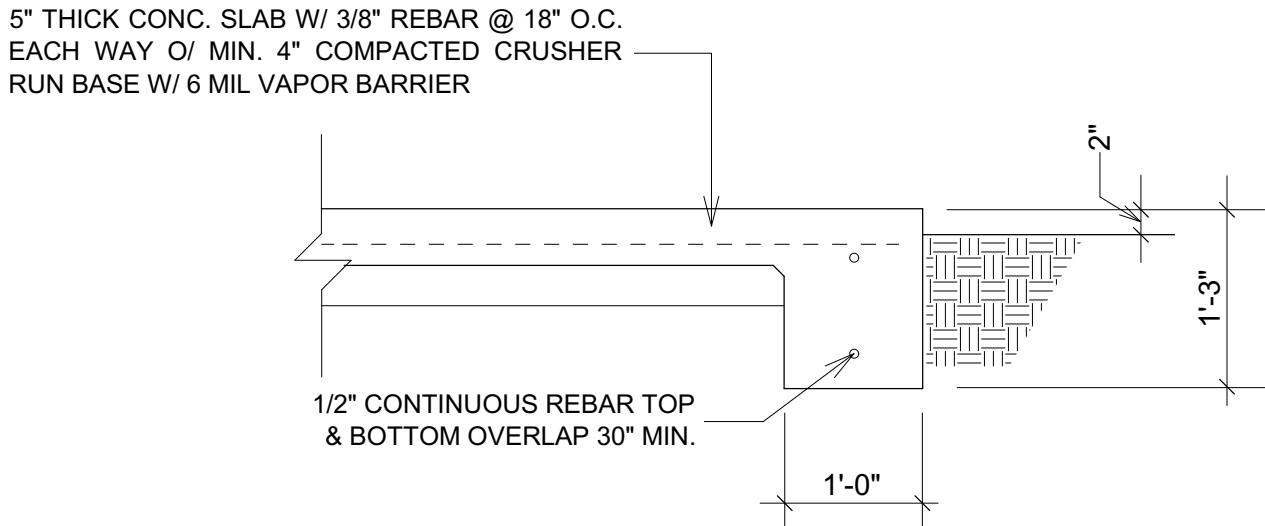


NOTES:

1. CONCRETE SHALL HAVE A MINIMUM COMPREHENSIVE STRENGTH OF 4500 PSI AT 28 DAYS CURE & CONTAIN 5 1/2 SACKS OF CEMENT PER CUBIC YARD. THE MAXIMUM WATER CEMENT RATIO SHALL BE 0.50 BY WEIGHT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBGRADE/ BASE COMPACTION & CONCRETE COMPRESSION STRENGTH TESTING BY A QUALIFIED TESTING COMPANY & SUBMIT ALL REPORTS TO THE CITY

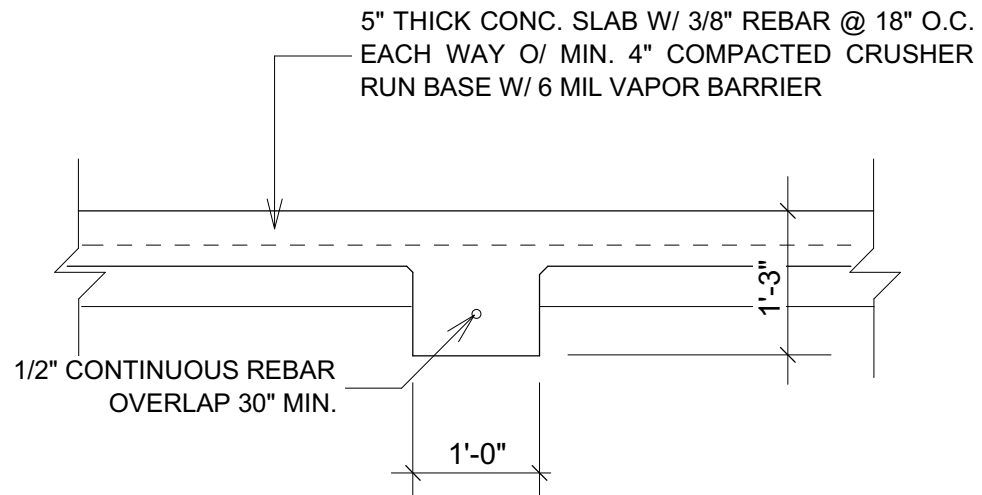
FOUNDATION PLAN

1/4"=1'-0"



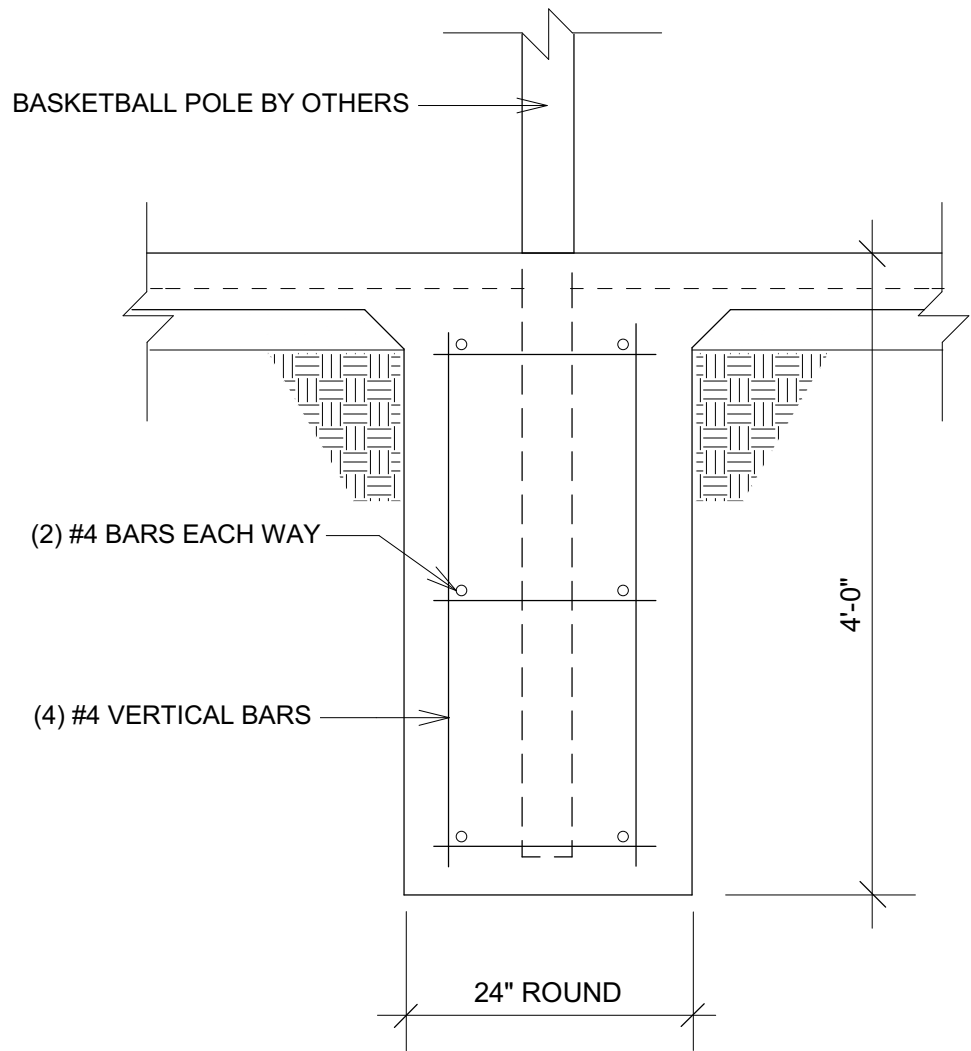
1 TURNED DOWN FTG.

3/4"=1'-0"



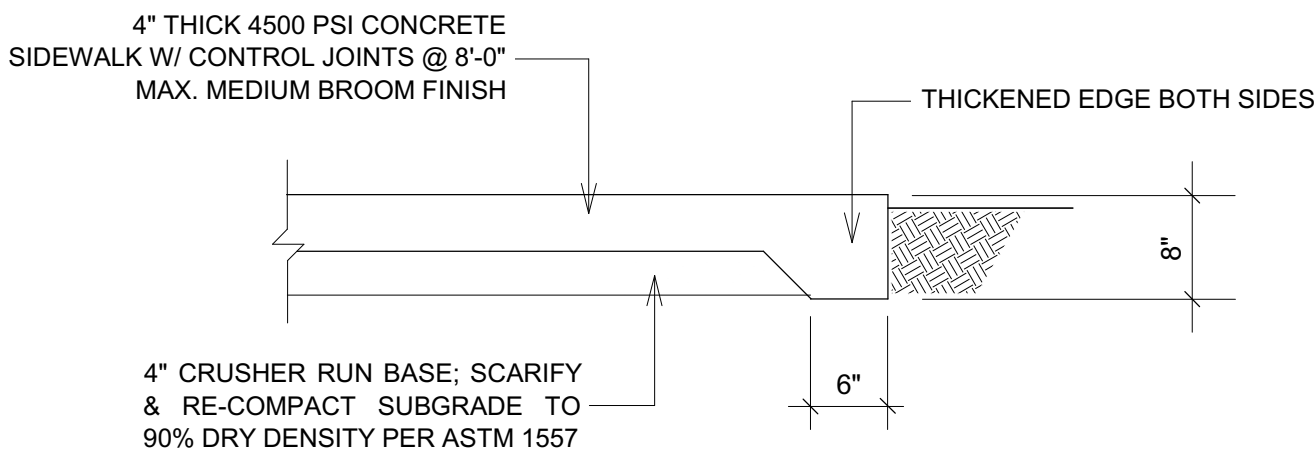
2 GRADE BEAM FTG.

3/4"=1'-0"



3 BASKETBALL POLE FTG.

3/4"=1'-0"



4 SIDEWALK DETAIL

3/4"=1'-0"

REVISIONS



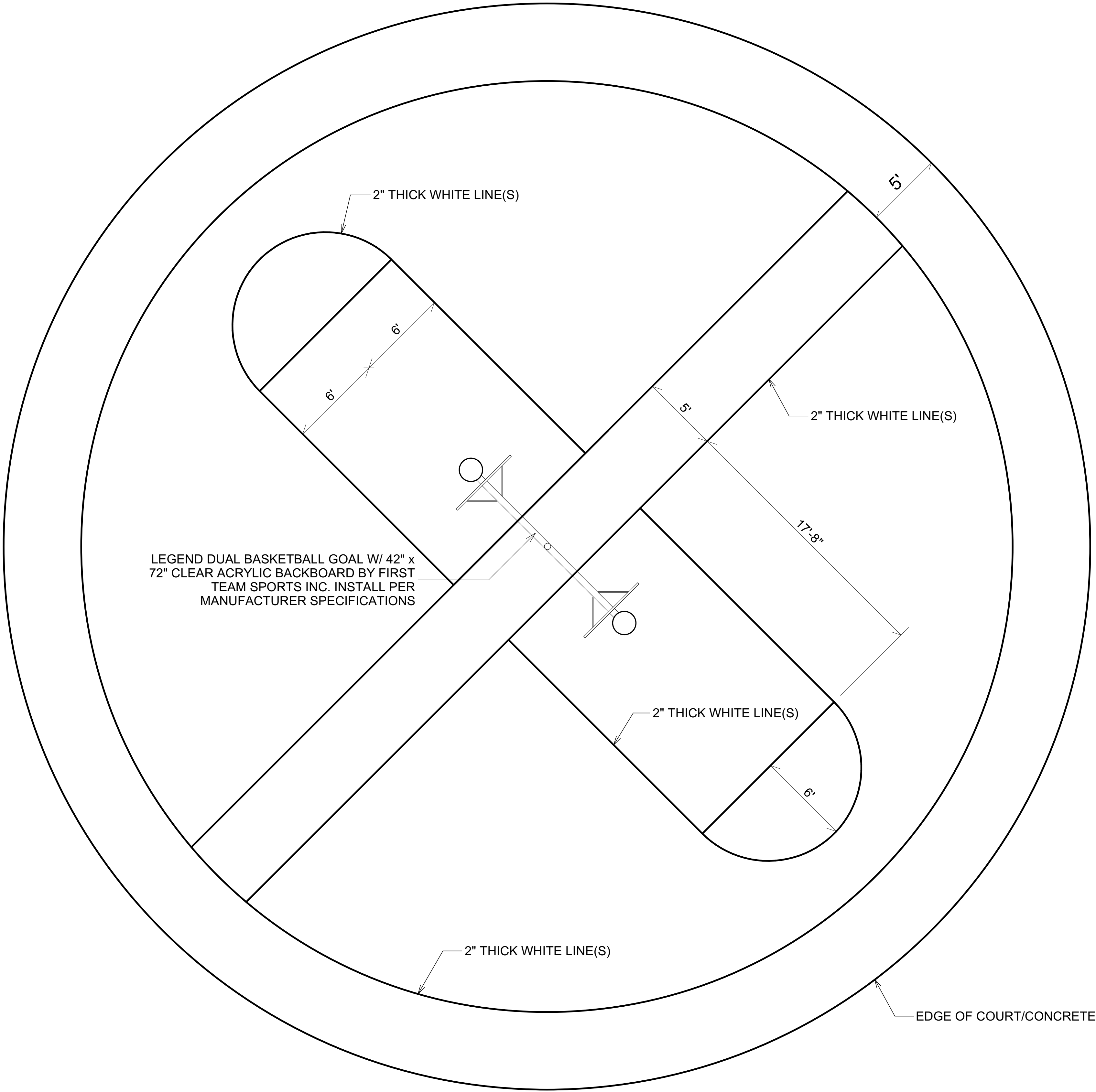
COMMUNITY SERVICES DEPARTMENT
1249 MAIN STREET
EL CENTRO, CA 92243
PH. (760) 337-4543 FAX (760) 352-4867



LEGACY PARK BASKETBALL COURT PROJECT
3900 ARTHUR HENNESSAY COURT
EL CENTRO, CA 92243

DRAWN BY:
Janice Villanueva
DATE: APRIL 2026
SCALE: AS SHOWN
SHEET

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NOTES:

1. CONCRETE SHALL HAVE A MINIMUM COMPREHENSIVE STRENGTH OF 4500 PSI AT 28 DAYS CURE & CONTAIN 5 1/2 SACKS OF CEMENT PER CUBIC YARD. THE MAXIMUM WATER CEMENT RATIO SHALL BE 0.50 BY WEIGHT.
2. PAINT COURT W/ ACRYTECH COLORGUARD SYSTEM PAINT BY ACRYTECH SPORTS SURFACES. COLORS TO BE SELECTED BY CITY. COLORS MAY BE SELECTED FROM PLAYERS CHOICE OR SPECIALTY COLORS PALETTES.
3. BASKETBALL COURT LINES SHALL BE 2" THICK MINIMUM & WHITE IN COLOR.

STRIPING PLAN

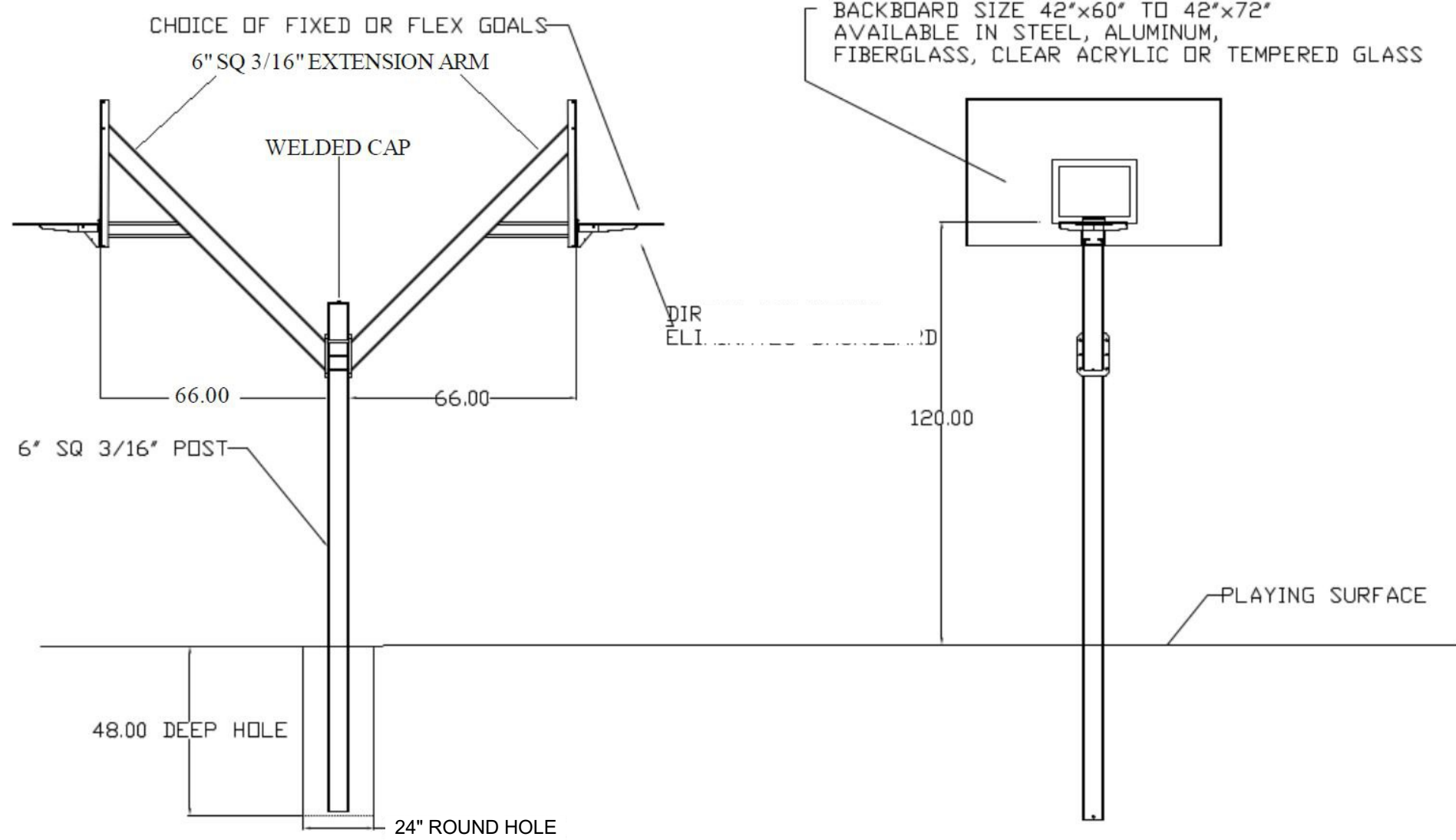
1/4"=1'-0"

GENERAL NOTES:

1. THE CONTRACTOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. PRIOR TO ANY WORK THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT TO VERIFY LOCATION AND DEPTHS OF ANY EXISTING UTILITIES.
2. THE CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
3. THE CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
4. THIS PROJECT SHALL COMPLY WITH THE 2025 CALIFORNIA BUILDING CODE (TITLE 24).
5. EFFORT HAS BEEN MADE TO PROVIDE CONTRACTOR WITH ACCURATE INFORMATION REGARDING EXISTING CONDITIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO BIDDING PROJECT. ANY CONFLICTS DISCOVERED BY THIS CONTRACTOR DURING THE PREBID PROCESS WHICH MAY AFFECT THE SCOPE OF WORK, SHALL BE REPORTED TO THE OWNER PRIOR TO BIDDING. THE SUBMISSION OF A BID SHALL INDICATE THIS CONTRACTOR'S COMPLETE UNDERSTANDING OF THE CONTRACT DOCUMENTS AND ACCEPTANCE OF EXISTING CONDITIONS. THE NEW SYSTEMS INDICATED ON THE PLANS AND IN THE SPECIFICATIONS SHALL BE FULLY INSTALLED AND OPERATIONAL. ALL ITEMS INCIDENTAL TO THE COMPLETION OF THE WORK SHALL BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR SHALL NOT CAUSE ANY DAMAGE TO EXISTING CONSTRUCTION. SHALL NOT ENCROACH ON ADJACENT AREAS OUTSIDE CONSTRUCTION LIMITS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR ANY DAMAGE DONE OUTSIDE THE CONSTRUCTION LIMITS.
7. CONTRACTOR TO SCHEDULE ALL SERVICE SHUT-DOWNS WITH FACILITY OWNERS.
8. USE ANY MEANS NECESSARY TO PREVENT THE SPREAD OF DUST TO ADJACENT AREAS.
9. DISPOSE ALL DEMOLISHED OR REMOVED MATERIALS LEGALLY OFF THE SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH LOCAL HAULING, DISPOSAL REQUIREMENTS AND PERMITS REQUIRED.
10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT FOR ANY REQUIREMENTS OR PERMITS PRIOR TO ANY DEMOLITION ACTIVITY.
11. PROVIDE ALL NECESSARY AND ADEQUATE SAFETY PRECAUTIONS SUCH AS SIGNS, FLAGS, LIGHT BARRICADES AND FLAG MEN AS REQUIRED BY THE LOCAL AUTHORITIES.
12. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE 2012 MUTCD OR EARLIER VERSION OR AS DIRECTED BY THE CITY OF EL CENTRO ENGINEERING DEPARTMENT.
13. COMPLY WITH ALL STANDARD LOCAL, NATIONAL, STATE AND FEDERAL SAFETY REQUIREMENTS FOR DEMOLITION.
14. ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE CITY OF EL CENTRO DEPARTMENT OF PUBLIC WORKS STANDARDS AND ENCROACHMENT PERMIT CONDITIONS, 2012 GREENBOOK STANDARDS AND CALIFORNIA STORM WATER QUALITY ASSOCIATION BEST MANAGEMENT PRACTICE HANDBOOK.
14. CONTRACTOR TO INSTALL 6 FT. HIGH TEMPORARY CONSTRUCTION FENCING TO SECURE JOB SITE.

FIRST TEAM SPORTS INC.
HUTCHINSON, KS 67501
1-800-649-3688
www.firstteaminc.com

LEGEND DUAL BASKETBALL GOAL
PRODUCT SUBMITTAL



REVISIONS



COMMUNITY SERVICES DEPARTMENT
1249 MAIN STREET
EL CENTRO, CA 92243
PH. (760) 337-4543 FAX (760) 352-4867



LEGACY PARK BASKETBALL COURT PROJECT
3900 ARTHUR HENNESSAY COURT
EL CENTRO, CA 92243

DRAWN BY:
Janice Villanueva
DATE: APRIL 2026
SCALE: AS SHOWN
SHEET

A-3

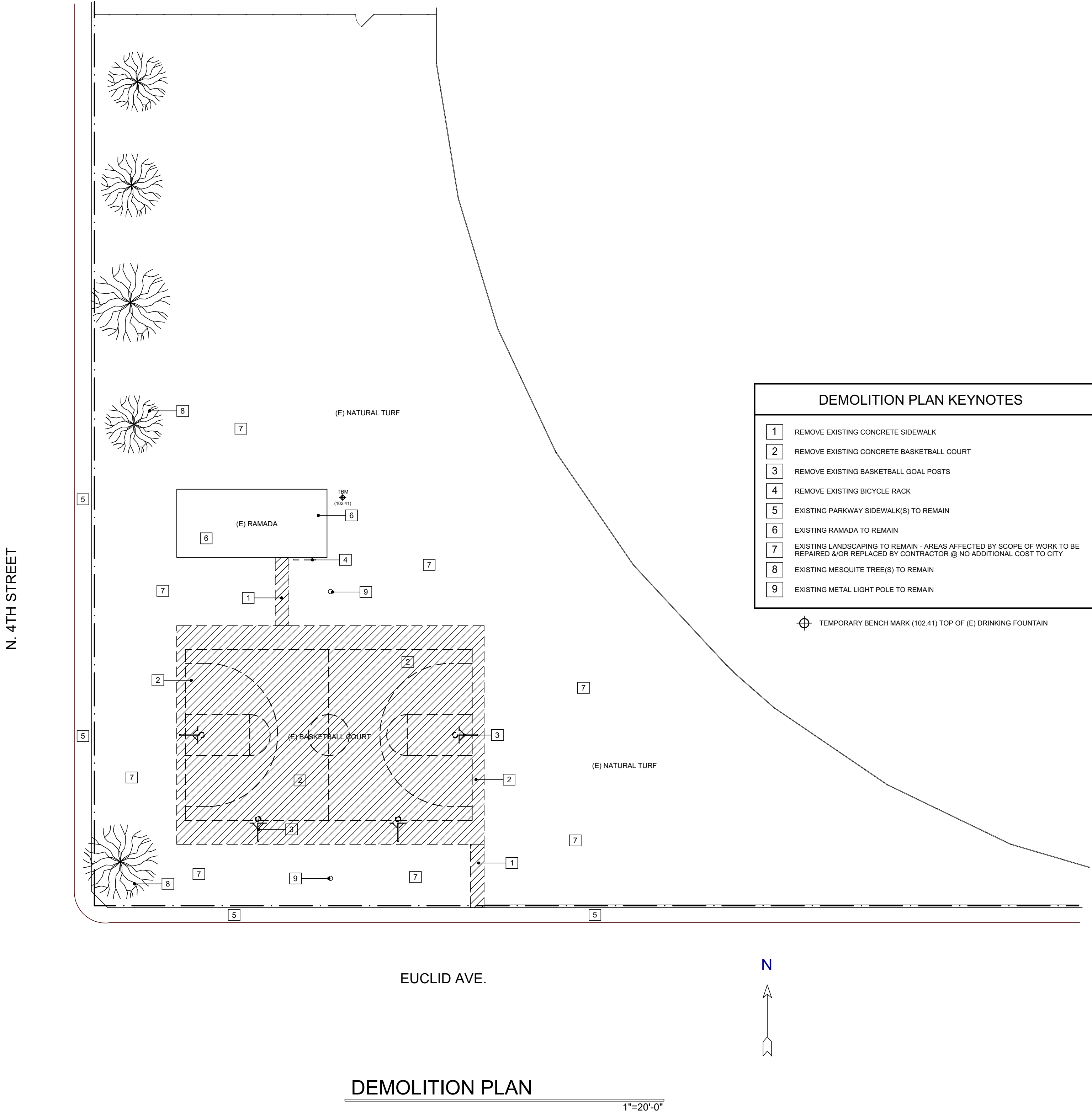
PROJECT INFORMATION	
Owner:	City of El Centro 1275 Main Street El Centro, CA 92243
Project Site:	350 Euclid Ave. El Centro, CA 92243
Assessors Acct. No.	044-430-014
Legal Description:	POR TR 48 15-14 & POR ABAND STREET
Zoning:	L-U Limited Use Zone
Lot Area:	16.55 Acres
Project Manager:	Javier Villaverde (NRPA 43323-1121) Parks Supervisor City of El Centro (760) 337-4543 jvillaverde@cityofelcentro.org

SHEET INDEX	
A-1	Title Page - Demolition Plan
A-2	Overall Site Plan
A-3	Enlarged Site Plan & Details
A-4	Foundation Plan
A-5	Court Striping Plan

DEMOLITION GENERAL NOTES

1. THE CONTRACTOR SHALL NOT CAUSE ANY DAMAGE TO EXISTING CONSTRUCTION. SHALL NOT ENCROACH ON ADJACENT AREAS OUTSIDE DEMOLITION LIMITS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR ANY DAMAGE DONE OUTSIDE THE DEMOLITION LIMITS.
2. SCHEDULE ALL SERVICE SHUT-DOWNS WITH FACILITY OWNERS.
3. USE ANY MEANS NECESSARY TO PREVENT THE SPREAD OF DUST TO ADJACENT AREAS.
4. DISPOSE ALL DEMOLISHED OR REMOVED MATERIALS LEGALLY OFF THE SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH LOCAL HAULING, DISPOSAL REQUIREMENTS AND PERMITS REQUIRED.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT FOR ANY REQUIREMENTS OR PERMITS PRIOR TO ANY DEMOLITION ACTIVITY.
6. PROVIDE ALL NECESSARY AND ADEQUATE SAFETY PRECAUTIONS SUCH AS SIGNS, FLAGS, LIGHT BARRICADES AND FLAG MEN AS REQUIRED BY THE LOCAL AUTHORITIES.
7. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE 2012 MUTCD OR EARLIER VERSION OR AS DIRECTED BY THE CITY OF EL CENTRO ENGINEERING DEPARTMENT.
8. COMPLY WITH ALL STANDARD LOCAL, NATIONAL, STATE AND FEDERAL SAFETY REQUIREMENTS FOR DEMOLITION.
9. IT IS THE CONTRACTORS RESPONSIBILITY TO ACQUIRE A DEMOLITION PERMIT FROM THE CITY OF EL CENTRO BUILDING DEPARTMENT.
10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE CONSTRUCTION WASTE MANAGEMENT PLAN WHEN SUBMITTING DEMOLITION APPLICATION.
11. ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE CITY OF EL CENTRO DEPARTMENT OF PUBLIC WORKS STANDARDS AND ENCROACHMENT PERMIT CONDITIONS, 2012 GREENBOOK STANDARDS AND CALIFORNIA STORM WATER QUALITY ASSOCIATION BEST MANAGEMENT PRACTICE HANDBOOK.

SWARTHOUT PARK BASKETBALL COURT PROJECT



REVISIONS



CITY OF EL CENTRO
Parks & Recreation

COMMUNITY SERVICES DEPARTMENT

1249 MAIN STREET

EL CENTRO, CA 92243

PH. (760) 337-4543 FAX (760) 352-4867



CITY OF EL CENTRO
Shining with Opportunity

SWARTHOUT BASKETBALL COURT PROJECT

350 EUCLID AVE.

EL CENTRO, CA 92243

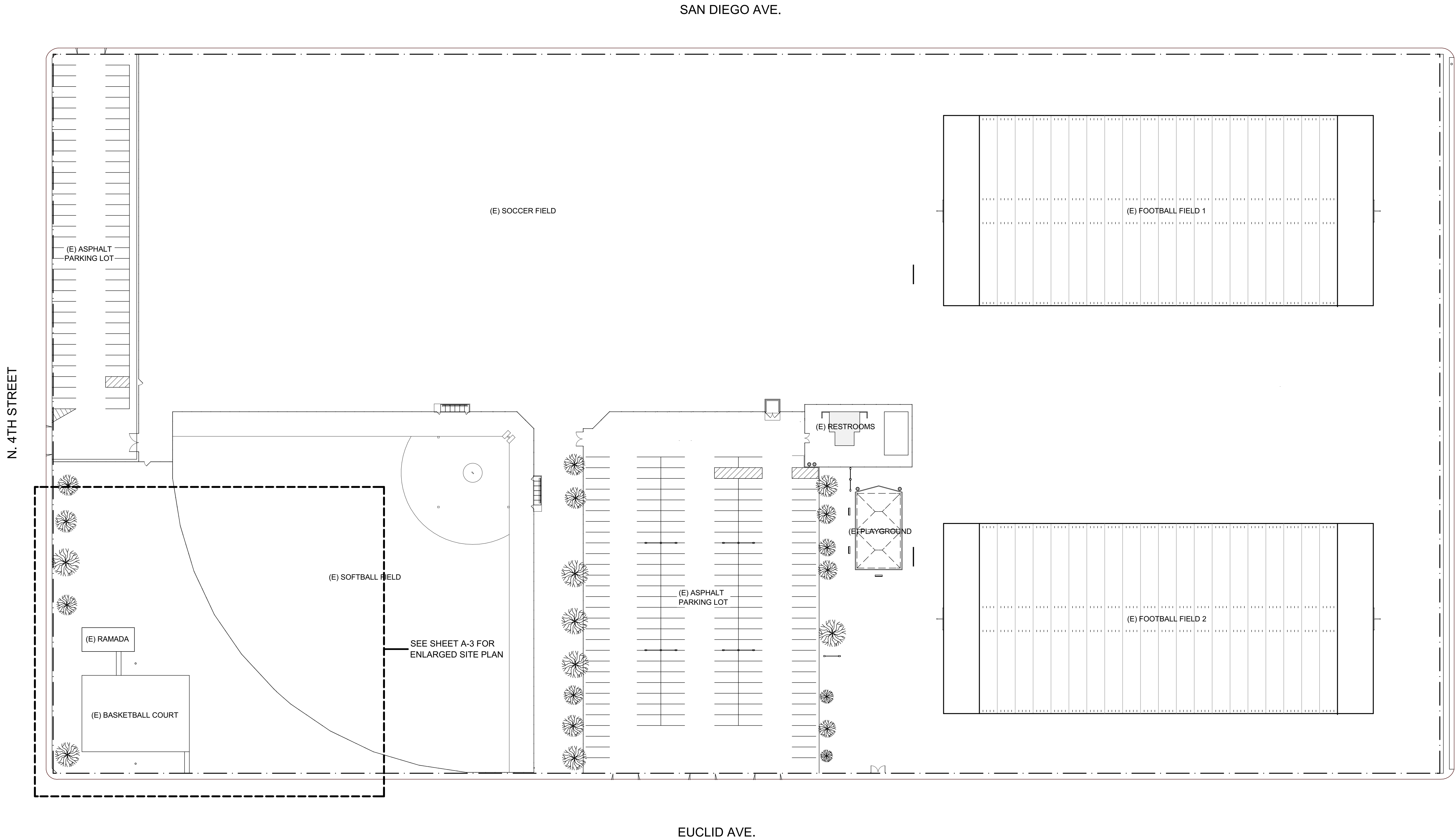
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Javier Villaverde

DATE: APRIL 2026

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SHEET

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SITE PLAN

1"=40'-0"

REVISIONS



CITY OF EL CENTRO
Parks & Recreation

COMMUNITY SERVICES DEPARTMENT
1249 MAIN STREET
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CITY OF EL CENTRO
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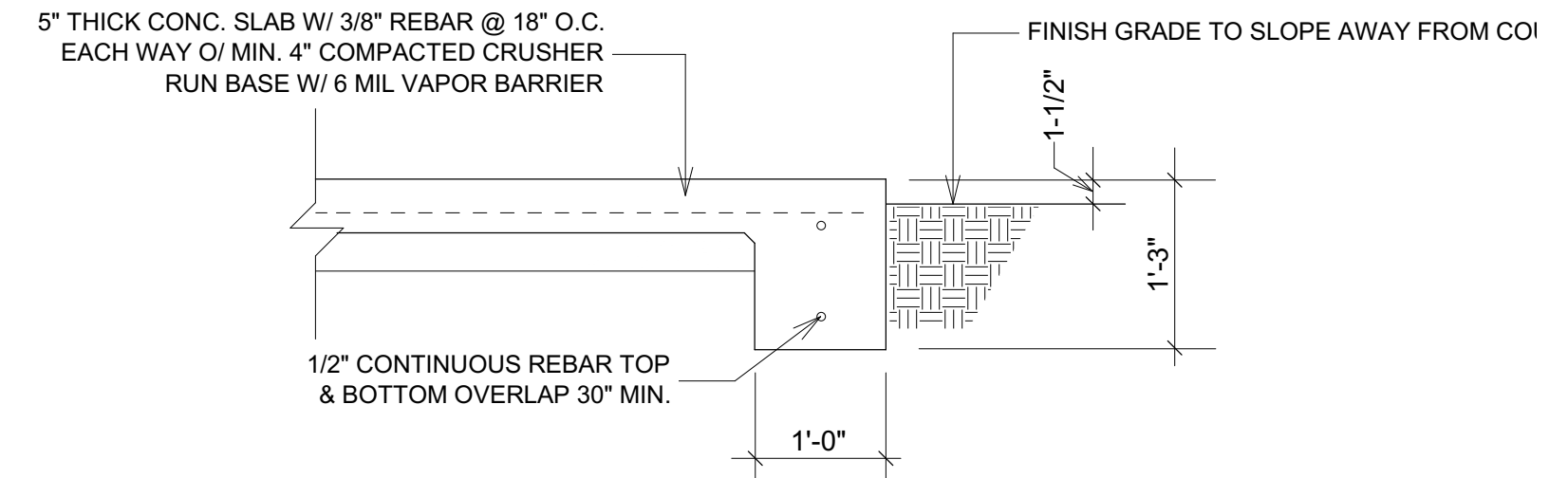
SWARTHOUT BASKETBALL COURT PROJECT
350 EUCLID AVE.
EL CENTRO, CA 92243

DRAWN BY:	Javier Villaverde
DATE:	APRIL 2026
SCALE:	AS SHOWN
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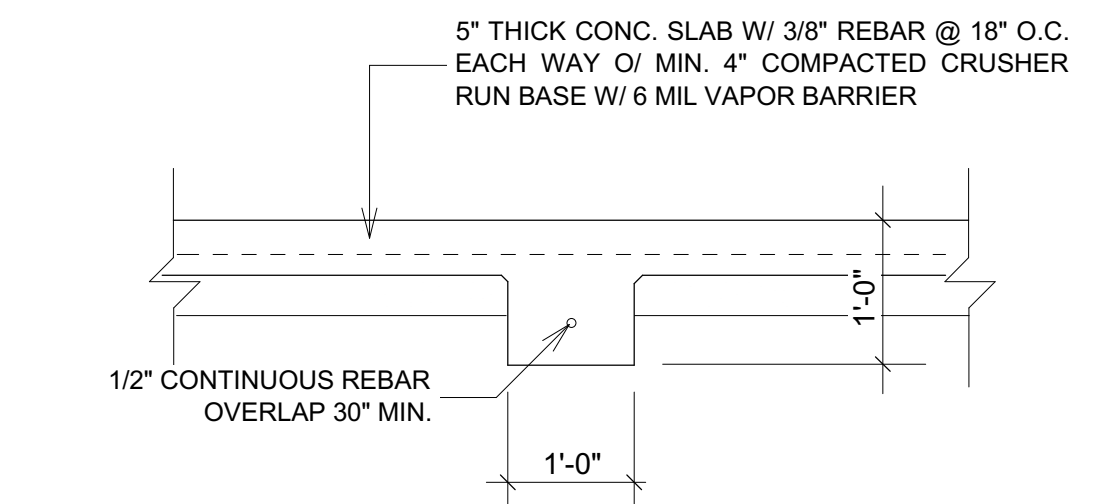
A-2

(E) CONCRETE BASKETBALL COURT	5,760 SQ.FT.
(E) CONCRETE SIDEWALKS	152 SQ.FT.
TOTAL	5,912 SQ.FT.

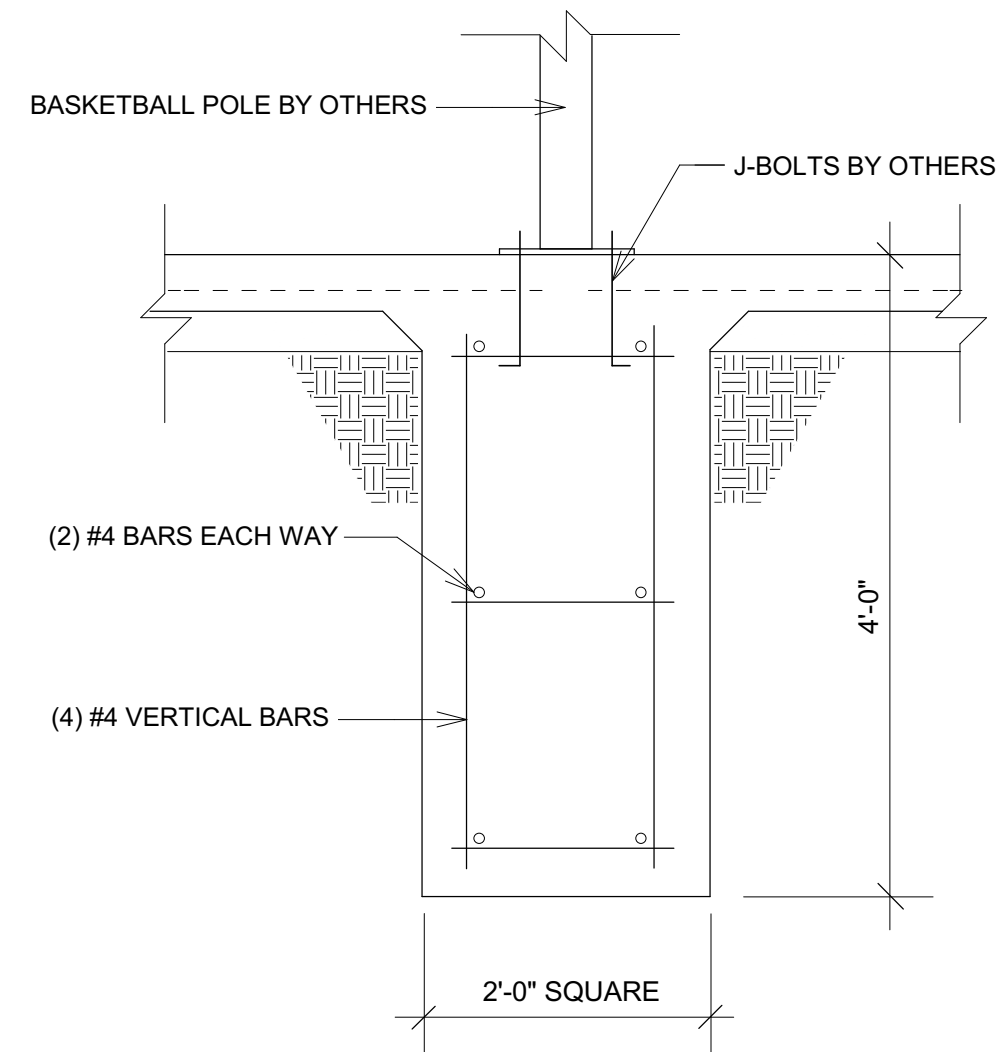
CONCRETE BASKETBALL COURT	6,600 SQ.FT.
CONCRETE SIDEWALKS	261 SQ.FT.
TOTAL	6,861 SQ.FT.



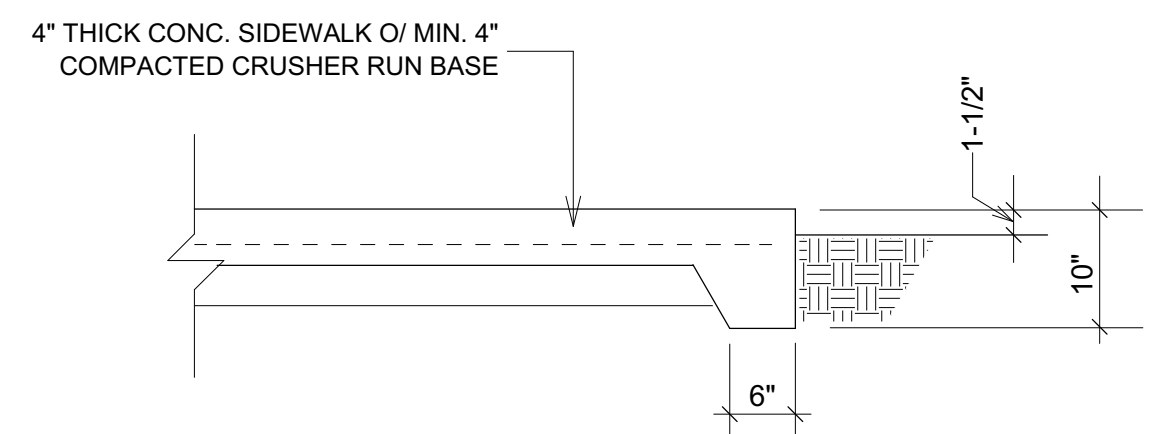
3/4"=1'-0"



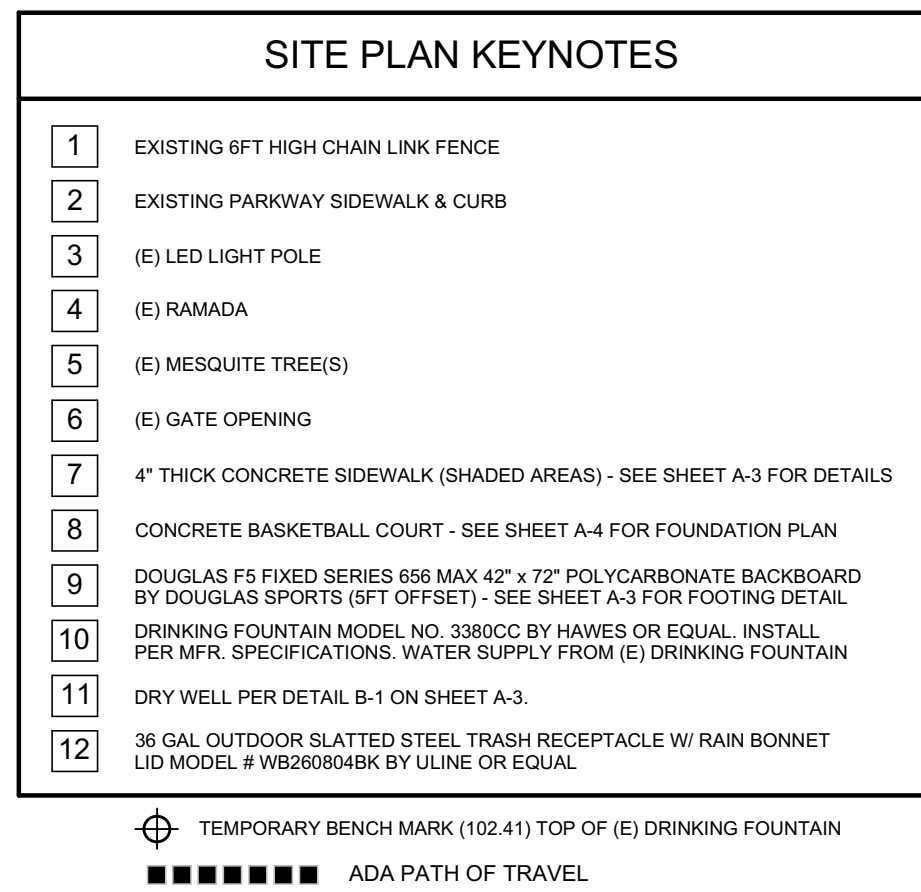
2 3/4"=1'-0"



3 3/4"=1'-0"



4 $3/4"=1'-0"$



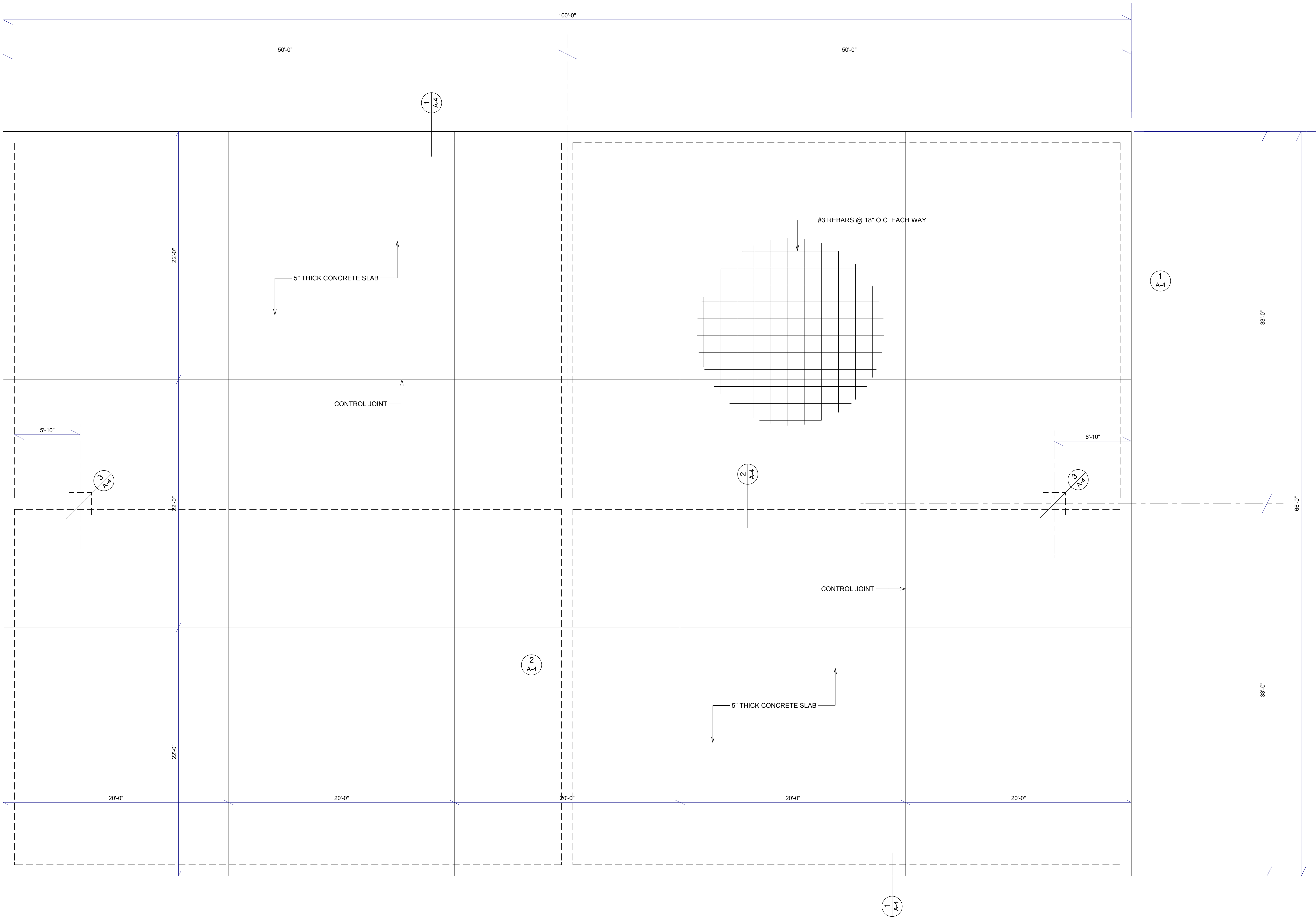
1249 MAIN STREET
EL CENTRO, CA 92243
PH. (760) 337-4543 FAX (760) 352-4867



350 EUCLID AVE.
EL CENTRO, CA 92243

OWN BY:	<i>Xavier Villaverde</i>
DATE:	APRIL 2026
REMARKS:	AS SHOWN
AGENT:	

A-3



NOTES:

1. CONCRETE SHALL HAVE A MINIMUM COMPREHENSIVE STRENGTH OF 4500 PSI AT 28 DAYS CURE & CONTAIN 5 1/2 SACKS OF CEMENT PER CUBIC YARD. THE MAXIMUM WATER CEMENT RATIO SHALL BE 0.50 BY WEIGHT.

2. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBGRADE/BASE COMPACTION & CONCRETE COMPRESSION STRENGTH TESTING BY A QUALIFIED TESTING COMPANY & SUBMIT ALL REPORTS TO THE CITY

FOUNDATION PLAN

1/4"=1'-0"

REVISIONS



CITY OF EL CENTRO
Parks & Recreation

COMMUNITY SERVICES DEPARTMENT
1249 MAIN STREET
EL CENTRO, CA 92243
PH. (760) 337-4543 FAX (760) 352-4867



CITY OF EL CENTRO
Sharing with Opportunity

SWARTHOUT BASKETBALL COURT PROJECT
350 EUCLID AVE.
EL CENTRO, CA 92243

DRAWN BY:
Javier Villaverde

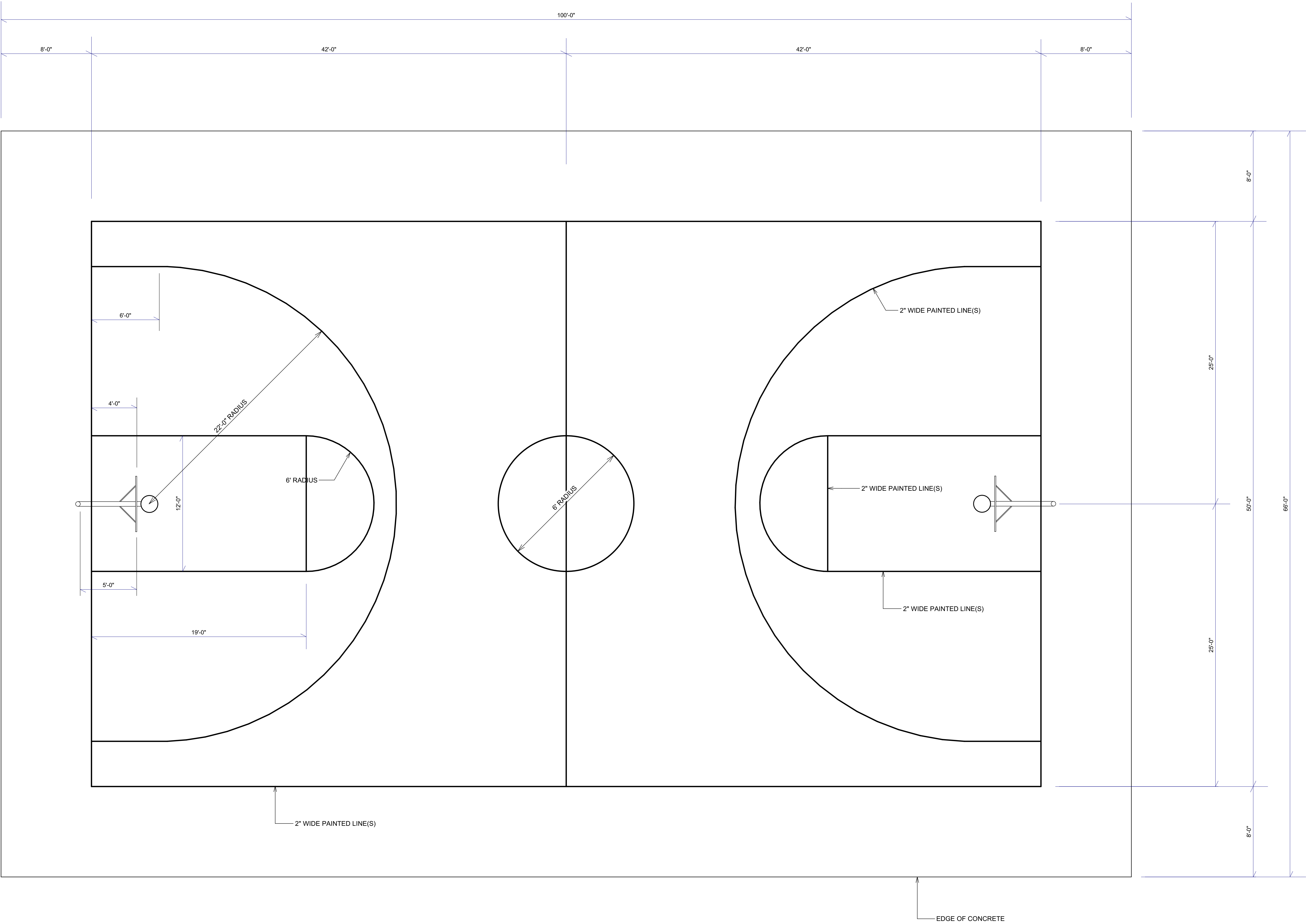
DATE: APRIL 2026

SCALE: AS SHOWN

SHEET

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NOTE:
PAINT COURT W/ ACRYTECH COLORGUARD SYSTEM PAINT BY ACRYTECH SPORTS SURFACES. COLORS TO BE SELECTED BY CITY. COLORS MAY BE SELECTED FROM PLAYERS CHOICE OR SPECIALTY COLORS PALETTES. LINES TO BE AS FOLLOWS:
BASKETBALL COURT LINES TO BE 2" WIDE & WHITE IN COLOR

STRIPING PLAN

1/4"=1'-0"

REVISIONS



CITY OF EL CENTRO
Parks & Recreation

COMMUNITY SERVICES DEPARTMENT
1249 MAIN STREET
EL CENTRO, CA 92243
PH. (760) 337-4543 FAX (760) 352-4867



CITY OF EL CENTRO
Sharing with Opportunity

SWARTHOUT BASKETBALL COURT PROJECT
350 EUCLID AVE.
EL CENTRO, CA 92243

DRAWN BY:
Javier Villaverde

DATE: APRIL 2026

SCALE: AS SHOWN

SHEET

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City of El Centro

Swarthout & Legacy Parks Basketball Courts Project

Project Manual

May 2026

CITY OF EL CENTRO
STATE OF CALIFORNIA

SWARTHOUT & LEGACY PARKS BASKETBALL
COURTS PROJECT
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INVITATION FOR BIDS

1. GENERAL INFORMATION

The City of El Centro (the "City") is inviting bids for the Swarthout and Legacy Parks Basketball Courts Project. Swarthout Park is located at 350 Euclid Avenue and Legacy Park is located at 3900 Arthur Hennessy Court in El Centro, California.

2. SCOPE OF WORK

The work involves all site work as marked in both approved sets of plans to construct a new basketball court at Legacy Park and demolition of existing court and construction of a new basketball court at Swarthout Park collectively (the "Project").

3. PROJECT SCHEDULE

To be completed within ninety (90) calendar days after the issuance of a Notice to Proceed.

4. PROPOSAL REQUIREMENTS

SEALED PROPOSALS will be accepted at the Office of the City Clerk, City Hall, 1275 W. Main Street, El Centro, California until **2:00 PM** local time on _____, **2026**, at which time all proposals will be publicly opened and read aloud.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its 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 emailed bids will be accepted.

Any questions regarding this Project or bid packet must be submitted by 5:00 PM on _____, 2026 to allow time for distributing answers and/or clarifications to plan holders. Any responses to questions will be provided by Addendum. No oral comments shall be of any force or effect with respect to this solicitation.

As used herein, all days are calendar days unless otherwise specified.

BIDS TO REMAIN OPEN: The Bidder shall guarantee the total Bid price for a period of ninety (90) calendar days from the date of Bid opening.

PLANS & SPECIFICATIONS:

Copies of plans and specifications (bid book) may be obtained at Planetbids.com via the City of El Centro website www.cityofelcentro.org. Bidders are responsible for checking the City's website at www.cityofelcentro.org for any Addenda that may be posted.

PRE-BID MEETING: Bidders can attend a Mandatory Pre-Bid Meeting which will be conducted by the City's Construction Manager at 10 a.m. on Wednesday, _____, 2026. The meeting will be held at the City's Community Services Department Conference Room located at **1249 Main Street in El Centro**. The object of the meeting is to acquaint bidders with the site conditions

and mandatory bidding requirements. At that meeting the City's Equal Opportunity Program goals and reporting procedures will be discussed.

PROPOSAL FORMS: No bid will be received unless it is made on the prescribed bid form furnished by the City. Each bid must be accompanied by a guaranty of cash, certified check, cashier's check or bid bond made payable to the City of El Centro for an amount equal to at least ten percent (10%) of the bid. Such guaranty will be forfeited should the bidder to whom the contract is awarded fails to enter into the contract. All guaranties are to be returned after the contract is awarded.

In addition to the required documents listed on page 4, the bid may be considered incomplete and be disqualified if any of the following information is not provided.

1. On the bid form(s), the unit price items must be written in figures and total contract price must be written in words and figures. The words and figures shall appear on the blank spaces provided.
2. On pages 23-24 the Subcontractor's Listing shall be completed. If no subcontractor will be used, indicate an "X" mark on the space provided for "No subcontractor."

The contractor shall possess a **Class A or B** license at the time this contract is awarded.

PREVAILING WAGE RATES: The salary and wage for any classification shall be the current applicable State of California wage rates.

In accordance with the provisions of Labor Code §§1770 to 1781 as duly enacted by the State of California, the City Council has ascertained the general prevailing rate of wages applicable to the work to be done as those shown in the specifications of the work. Information on the current state prevailing wages can be obtained by contacting the State of California, Department of Industrial Relations, Division of Labor Statistics and Research, 45 Fremont Street, Suite 1160, San Francisco, California, 94105, (415) 972-8628 or from the California Department of Industrial Relations' internet website at <http://www.dir.ca.gov>.

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.

All bids are to be compared on the basis of the Engineer 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 Chapter 9, Division 3, of the Business and Professions Code of the State of California as amended.

LIQUIDATED DAMAGES: As set out in Section XXXV of the Construction Services Agreement, CONTRACTOR shall pay to the CITY the sum of Five Hundred Dollars (\$500.00) 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 AND SUBCONTRACTOR REGISTRATION WITH CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.

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 §4104, or engage in the performance of any contract

for public work, as that term is defined in Division 2, Part 7, Chapter 1 of the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5. It is not a violation of Labor Code §1771.1 for an unregistered contractor to submit a bid that is authorized by Business and Professions Code §7029.1 or by Public Contract Code §§ 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code §1725.5 at the time the contract is awarded. A bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor's and all subcontractor's current registration to perform public work pursuant to Labor Code §1725.5.

AWARD BASIS: The contract will be awarded based on the lowest responsive and responsible base bid as shown by the bid proposal form. See bid proposal form for further clarification.

Special attention of all prospective bidders is called to "Proposal Requirements and General Conditions" annexed to the blank form of the proposal for full directions as to bidding, etc.

Pursuant to California Public Contract Code §22300, the Contractor has the option of substituting securities for any money that is withheld by the City. Refer to section 1-23 of the General Conditions for further information.

CITY'S RIGHTS RESERVED: The City reserves the right to reject any or all bids, to waive any technical irregularity 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

REQUIRED DOCUMENTS

The following is a list of documents to be submitted as part of the bid packet. Proposals not containing the following documents could be considered incomplete and are subject to rejection.

- Proposal/Bid Form
- Bid Bond
- Proposal Agreement
- Workers' Compensation Certificate
- Drug/Alcohol Testing Requirements
- Subcontractor's Listing
- Noncollusion Affidavit
- Corporate Certification or Partnership Information
- Contractor's Certification of Qualification for License Classification

PROPOSAL 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 proposal shall be considered prima facie evidence that the bidder has made such examination and will be bound by them.
2. Bid Form: All proposals must be made on the bid forms to be obtained from the Community Services Department at 1249 West Main Street, El Centro, CA. 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. If bidder is a corporate entity and is awarded the contract, prior to execution of the contract, the contractor shall submit satisfactory, documentary proof that the person(s) executing said contract on the behalf of said corporation has authority to do so.

3. Rejection of Bid Containing Alterations. Erasures or Irregularities: Proposals 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. Withdrawing Bid. 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 Community Services who may send a written instruction to all bidders.

4.2 Interpretations and Addenda: No oral interpretations shall be made to any bidder 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 Community Services Director.

4.3 The City 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 bid 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 bid bond is enclosed therewith.

- 5.1 Return of Bid Guaranty: Within ten (10) business 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 proposal 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.
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 base bid price on the base contract and those additive or deductive items that are specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price. The award, if made, will be made within ninety (90) calendar days after the opening of the proposals. All bids will be compared on the basis of the Engineer estimate of quantities of work to be done.
7. Inspection: Projects financed in whole or in part with State or Federal funds shall be subject to inspection at all times by the City's Director of Public Works or designee and the Community Services Director or designee (hereafter "Community Services Director").
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 Community Services Director or any extra work done without written authority will be considered as unauthorized and will not be paid for.
9. Order of Community Services Director: Upon failure on the part of the Contractor to comply with any order of the Community Services Director made under these provisions, the Community Services Director shall have 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 Community Services Director 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 form of bond required is attached to the contract below.

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. The form of bond required is attached to the form of contract below.

Payment and performance bonds shall be executed by a California-admitted surety insurer with a minimum A. M. Best Company 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 proposal for work will be accepted from a contractor who is not licensed in accordance with the law under the provisions of Chapter 9 of Division III, of the Business and Professions Code of the State of California, 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 and regulations 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. PREVAILING WAGES: In accordance with the provisions of Labor Code §§1770 to 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." Please note that federal prevailing wage requirements also apply.
14. Filing of Bid Protests: By submitting a Bid, each Bidder hereby agrees and understands that the Bidder must comply with these protest procedures and exhaust all administrative remedies set forth herein prior to the initiation of any type of related legal action. With the express written Contract of the City and Bidder, and subject to the requirements of applicable law, this protest procedure can also be used to resolve issues surrounding the City's determination of a Bidder as not responsible. The following terms as used in this Section shall have the following meanings:

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

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

(1) Contents and Requirements

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

- a) The name, address, and telephone number of the protestor; 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 the merits of the protest; and
- d) The desired resolution to 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 Community Services Director, or designee, will review the protest and any supporting material and conduct an investigation of the facts. He/she may, but need not, request other Bidders to submit statements or arguments regarding the protest and may discuss the protest with the protestor.

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

B. Protest of Award

(1) Contents and Requirements

Following the opening of the Bids any unsuccessful Bidder may protest City's proposed award of the Contract by submitting a protest to the Community Services Director or designee no later than close of business on the on the fifth business day after the opening of bids. That protest must be submitted in a timely manner, signed by the protesting Bidder, must and 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 or fact 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.

f) All protests must be provided to the successful bidder and to all other bidders and the City at the same time as provided to the successful bidder.

A protest does not comply with the requirements set forth herein will be returned to the protester. The protest shall not be amended after filing. Any grounds for protest not raised are waived.

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

(2) Evaluation and Determination

The affected parties or any other bidder may file responsive statements in support of or in opposition to the protest within three (3) business days after the receipt of the protest from City. The Community Services Director, or designee, 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 protester and to all affected parties.

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

C. Delay in Award

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

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

D. No Limitation on Remedies

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

E. Basis for Choice of Remedy

In determining the appropriate remedy, the City shall consider all 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 AGENCY.

F. Remedies

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

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

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

END OF PROPOSAL REQUIREMENTS

PROPOSAL BID FORM

TO THE CITY OF EL CENTRO:

The undersigned hereby declares that they have carefully examined the location of the proposed work that they have examined the plans and specifications and read the accompanying instructions to bidders and hereby proposes to furnish all material except owner furnished materials, and labor 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.

ITEM NO.	APPROXIMATE QUANTITY	UNIT	ITEM W/ UNIT PRICE (WRITTEN IN WORDS)	PRICE (NUMBERS ONLY)	TOTAL (NUMBERS ONLY)
Legacy Park Basketball Court					
1.	1	LS	Mobilization/Bonds		
2.	1	LS	Basketball Court Concrete		
3.	1	LS	Basketball Goal		
4.	1	LS	Court Painting/Striping		
5.	1	LS	Flatwork/Sidewalks		
6.	1	LS	Profit/Overhead		
			Subtotal (Legacy)		

ITEM NO.	APPROXIMATE QUANTITY	UNIT	ITEM W/ UNIT PRICE (WRITTEN IN WORDS)	PRICE (NUMBERS ONLY)	TOTAL (NUMBERS ONLY)
Swarthout Park Basketball Court					
1.	1	LS	Mobilization/Bonds		
2.	1	LS	Demolition		
3.	1	LS	Basketball Court Concrete		
4.	1	LS	Basketball Goals		
5.	1	LS	Court Painting/Striping		
6.	1	LS	Flatwork/Sidewalks		
7.	1	LS	Drinking Fountain		
8.	1	LS	Profit/Overhead		
			Subtotal (Swarthout)		

SWARTHOUT & LEGACY PARKS BASKETBALL COURTS PROJECT/ EI Centro, CA

For the total sum of:

Dollars

(\$ _____) hereinafter called Base Bid Price (Legacy and Swarthout)

AWARD BASIS: The contract will be awarded based on the lowest responsive and responsible Base Bid Price as shown on Proposal Bid Form.

1.00 - The undersigned hereby acknowledges the receipt of the following addenda:

None____ ; No. 1_____, No. 2_____, No. 3_____, No. 4_____, No. 5_____

2.00- The undersigned 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 themselves or their 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 _____ Fax Number: ()
Number: _____

Contractor's License Number: _____ Type: _____

Signed: Date: _____

END OF PROPOSAL/BID
FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called Principal, and _____ hereinafter called Surety, are jointly and severally held and firmly bound unto the City of El Centro, hereinafter called Owner, in the penal sum of _____ dollars (\$_____, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal is herewith submitting a bid for the work entitled "Swarthout & Legacy Parks Basketball Courts Project."

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within the time specified in the bid enters into, executes and delivers to owner an agreement in the form provided herewith, and if Principal within the time specified in the bid gives to the owner the performance bond and the payment bond on the forms provided herewith, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to owner said agreement in the time stated in the bid or should fail or refuse to furnish performance bond and payment bond in the time stated in the bid, then Principal and Surety shall forfeit to Owner the penal sum hereof.

AND, IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind of nature whatsoever that will not discharge, Principal shall operate as a release of liability of Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and sealed this _____ day of _____, 2026.

BY: _____

BY: _____

Insurance companies A.M. Best Company identifying number:

END OF BID BOND

PROPOSAL 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/her 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 undersigned is licensed in accordance with the Laws of the State of

California. License Number: _____ Class: _____

Registration Number:

Company

Business Address

Telephone Number

Fax Number

Signature Bidder

Date

END OF PROPOSAL

CITY OF EL CENTRO
Swarthout & Legacy Parks Basketball Courts Project
CONSTRUCTION SERVICES AGREEMENT

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

I. SCOPE OF WORK

A. Incorporation of Documents. This Agreement includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto for the Swarthout & Legacy Parks Basketball Courts Project ("Project"): _____.

B. Scope of Work. CONTRACTOR promises and agrees, at its own cost and expense, to furnish to the CITY all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in this Agreement (hereinafter the "Work" or "Project"), for a Total Contract Price as specified pursuant to this Agreement. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the Exhibits A through E attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit A attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit B attached hereto and incorporated herein by this reference.

C. Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the CITY.

II. TIME FOR PROJECT COMPLETION

CONTRACTOR shall perform and complete all Work under this Agreement within **90 calendar** days, commencing within ten (10) calendar days after receiving a written Notice to Proceed from the CITY. CONTRACTOR shall perform its Work in strict accordance with any completion schedule, construction schedule or Project milestones developed by the CITY.

III. THE CONTRACT SUM

As consideration for the performance of the Work required herein, the CITY shall pay to CONTRACTOR the total sum of _____ Dollars _____ cents (\$ _____) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Agreement or written change orders approved and signed in advance by the

CITY.

IV. **PROGRESS PAYMENTS**

A. Application for Payment. CONTRACTOR shall submit to the CITY an itemized application for payment in the format supplied by the CITY indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Agreement and such other documentation as the CITY may require. CONTRACTOR shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. CONTRACTOR may be required to furnish a detailed schedule of values upon request of the CITY and in such detail and form as the CITY shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

The CITY shall review and pay all progress payment requests in accordance with the provisions set forth in Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code. No progress payments will be made for Work not completed in accordance with this Agreement.

B. Retentions. From each approved progress estimate, five percent (5%) may be deducted and retained by the CITY, and the remainder will be paid to CONTRACTOR. All retentions shall be released and paid to CONTRACTOR and subcontractors pursuant to California Public Contract Code Section 7107.

C. Deductions. In addition to any retentions, the CITY may deduct from each progress payment an amount necessary to protect the CITY from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the CITY in performing any of CONTRACTOR's obligations under this Agreement which CONTRACTOR has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the Project Completion Time; (6) unsatisfactory prosecution of the Work by CONTRACTOR; (7) unauthorized deviations from this Agreement; (8) failure of CONTRACTOR to maintain or submit on a timely basis, proper and sufficient documentation as required by this Agreement or by the CITY during the prosecution of the Work; (9) erroneous or false estimates by CONTRACTOR of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the CITY, incurred by the CITY for which CONTRACTOR is liable under this Agreement; and (11) any other sums which the CITY is entitled to recover from CONTRACTOR under the terms of this Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the CITY to deduct any of these sums from a progress payment shall not constitute a waiver of the CITY's right to such sums.

D. Payment to Subcontractors. CONTRACTOR shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to CONTRACTOR pursuant to this

Agreement.

V. RETENTION OF SECURITIES

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

VI. TITLE TO WORK

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

VII. DISPUTE RESOLUTION

Any separate demand by CONTRACTOR for the payment of money or damages shall be resolved in accordance with Public Contract Code Sections 20104, et seq., if applicable.

VIII. TERMINATION

This Agreement may be terminated by the CITY at any time by giving CONTRACTOR three (3) days advance written notice. In the event of termination by the CITY for any reason other than the fault of CONTRACTOR, the CITY shall pay CONTRACTOR for all Work performed up to that time as provided herein. In the event of breach of this Agreement by CONTRACTOR, the CITY may terminate this Agreement immediately without notice, may reduce payment to CONTRACTOR in the amount necessary to offset the CITY's resulting damages, and may pursue any other available recourse against CONTRACTOR. CONTRACTOR may not terminate this Agreement except for cause.

In the event this Agreement is terminated in whole or in part as provided, the CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Agreement is terminated as provided, the CITY may require CONTRACTOR to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by CONTRACTOR in connection with its performance of this Agreement.

IX. COMPLETION OF WORK

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

X. CITY'S REPRESENTATIVE

The CITY hereby designates the **Public Works Director/City Engineer**, or his designee, to act as his representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the City's Representative or his designee.

XI. CONTRACTOR'S REPRESENTATIVE

Before starting the Work, CONTRACTOR shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the CITY ("Contractor's Representative"). Following approval by the CITY, the Contractor's Representative shall have full authority to represent and act on behalf of CONTRACTOR for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Work, using his or her best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portion of the Work under this Agreement. Contractor's Representative shall devote full time to the Project and either his or her designee, who shall be acceptable to the CITY, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of CONTRACTOR is present at the Work site. Arrangements for responsible supervision, acceptable to the CITY, shall be made for emergency Work which may be required. Should CONTRACTOR desire to change its Contractor's Representative, CONTRACTOR shall provide the information specified above and obtain the CITY's written approval.

XII. CONTRACT INTERPRETATION

Should any question arise regarding the meaning or import of any of the provisions of this Agreement or written change orders approved and signed by the CITY, the matter shall be referred to City's Representative, whose decision shall be binding upon CONTRACTOR.

XIII. LOSS AND DAMAGE

CONTRACTOR shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the performance of the Work until the same is fully completed and accepted by the CITY. CONTRACTOR shall be responsible for damage proximately caused by "Acts of God," within the meaning of Section 7105 of the Public Contract Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the CITY may terminate this Agreement upon three (3) days advanced written notice.

XIV. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall defend with legal counsel approved by the CITY, indemnify and hold the CITY, its officers, officials, employees, volunteers and agents free and harmless from and against any and all claims, demands, causes of action, liability, loss, damage, injury, expense, or cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation), in law or equity, to property or persons, including wrongful death, of every nature arising out of or incident to any alleged acts, omissions, or willful misconduct of CONTRACTOR, its officials, officers, employees, agents, consultants, and subcontractors arising out of or in connection with the performance of the Work, the Project, or this Agreement, including CONTRACTOR's 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 the CITY and CONTRACTOR, or should the CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorney fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against the CITY or its officers, officials, employees, volunteers or agents, in any such suit, action or other legal proceeding. CONTRACTOR shall reimburse the CITY and its officers, officials, officers, employees, volunteers and/or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officers, officials, employees, volunteers, or agents. 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 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 CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others are required here, 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 CONTRACTOR and shall survive the termination of this Agreement or this Section.

XV. PREVAILING WAGES

CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), the Davis-Bacon Act of 1931 and 23 USC 113, which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Wage rates shall conform with those available at www.dir.ca.gov/OPRL/Pwd for Imperial County.

XVI. APPRENTICED OCCUPATIONS

When CONTRACTOR employs workmen in an apprenticed craft or trade, CONTRACTOR shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticed occupations shall be with CONTRACTOR.

XVII. HOURS OF WORK

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

XVIII. PAYROLL RECORDS

In accordance with the requirements of Labor Code Section 1776, CONTRACTOR shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with Labor Code Section 1776 shall rest solely with CONTRACTOR, and CONTRACTOR shall make all such records available for inspection at all reasonable hours.

XIX. LABOR AND MATERIAL RELEASES

CONTRACTOR shall furnish the CITY with labor and material releases from all subcontractors performing the Work or furnishing materials for the Work governed by this Agreement prior to final payment by the CITY.

XX. EQUAL OPPORTUNITY EMPLOYMENT

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

XXI. RECORD AUDIT

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

XXII. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204

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

XXIII. CERTIFICATIONS

CONTRACTOR shall have a Class A License from the Contractors State License Board of the State of California. By its signature hereunder, CONTRACTOR certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Agreement as Exhibit C and incorporated herein by reference, shall be executed simultaneously with this Agreement.

XXIV. BONDS

A. Performance Bond. If specifically requested by the CITY, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Contract Price indicated in this Agreement, and in a form provided or approved by the CITY. If such bond is required, no payment will be made to CONTRACTOR until it has been received and approved by the CITY.

B. Payment Bond. If required by law or otherwise specifically requested by the CITY, CONTRACTOR shall execute and provide to the CITY concurrently with this Agreement a Payment Bond in the amount of the Total Contract Price indicated in this Agreement, and in a form provided or approved by the CITY. If such bond is required, no payment will be made to CONTRACTOR until it has been received and approved by the CITY.

C. Bond Provisions. Should, in CITY's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, CONTRACTOR shall renew or replace the affected bond within 10 days of receiving notice from the CITY. In the event the surety or CONTRACTOR intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the CITY, and CONTRACTOR shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the CITY. To the extent, if any, that the total compensation is increased in accordance with this Agreement, CONTRACTOR shall, upon request of the CITY, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the CITY. To the extent available, the bonds shall further provide that no change or alteration of this Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to CONTRACTOR, will release the surety. If CONTRACTOR fails to furnish any required bond, the CITY may terminate this Agreement for cause.

D. Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the CITY. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the CITY.

XXV. FINAL PAYMENT AND ANTI-TRUST CLAIMS

Final payment, constituting the entire unpaid balance of the Total Contract Price, shall be paid by the CITY to 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, this Agreement fully performed, and (if applicable) a final Certificate for Payment has been issued by the Architect.

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

XXVI. 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 perform 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 the CITY or City's

Representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to perform 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 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 the 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 CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or 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.

XXVII. WARRANTY

CONTRACTOR warrants all Work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the CITY of any defect in the Work or non-conformance of the Work to this Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. CONTRACTOR shall act sooner as requested by the CITY in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, CONTRACTOR's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. CONTRACTOR shall perform such tests as the CITY may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by CONTRACTOR for the benefit of the CITY, regardless of whether or not such warranties and guarantees have been transferred or assigned to the CITY by separate agreement and CONTRACTOR agrees to enforce such warranties and guarantees, if necessary, on behalf of the CITY. In the event that CONTRACTOR fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the CITY, the CITY shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at

CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the CITY for any expenses incurred hereunder upon demand.

XXVIII. LAWS AND REGULATIONS

CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this Agreement or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with Work. If CONTRACTOR observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the CITY in writing. Any necessary changes shall be made by written change order. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the CITY, CONTRACTOR shall be solely responsible for all costs arising there from. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

XXIX. 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 required by this Agreement and which is applicable to a given loss, claim or demand, will be equally available to the CITY.

Without limiting CONTRACTOR's indemnification of the CITY, and prior to commencement of the 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 the CITY. CONTRACTOR shall provide the following types and amounts of insurance:

A. **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.

B. **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.

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

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

D. **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 the CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the CITY, its officers, agents, employees and volunteers.

E. **Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on CONTRACTOR's Pollution Liability form or other form acceptable to the 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. The 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.

F. **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 the 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 the CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

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

G. **Other provisions or requirements**

(1) **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to the 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 the CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

(2) **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of this Agreement 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. The CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

(3) **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by the 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 the CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

(4) **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, the CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the CITY will be promptly reimbursed by CONTRACTOR or the CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, the CITY may immediately terminate this Agreement.

(5) **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.

(6) **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against the CITY, and shall require similar written express waivers and insurance clauses from each of its sub-consultants/subcontractors.

(7) **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.

(8) **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 CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

(9) **Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to 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.

(10) **Additional insured status.** General liability policies shall provide or be endorsed to provide that the 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.

(11) **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 the CITY and approved of in writing.

(12) **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.

(13) **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 the CITY for review.

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

(15) **Self-insured retentions.** Any self-insured retentions must be declared to and approved by the CITY. The CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the CITY.

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

(17) **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.

XXX. CONTRACTOR'S LICENSE; CITY BUSINESS LICENSE

CONTRACTOR shall be responsible for securing, at its own expense, and paying for all permits and licenses necessary to perform the Work described herein. CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

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

XXXI. 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.

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 CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XXXII. 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.

XXXIII. 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. CONTRACTOR shall provide Faithful Performance and Labor and Materials bonds in the forms attached as Exhibit D and E, respectively, and incorporated herein by reference, and as acceptable to the CITY.

XXXIV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
 - 1. Material that 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 this Agreement.
- 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 CONTRACTOR's cost of or the time required for performance of any part of the Work, the CITY will issue a change order as set forth herein.
- C. In the event that a dispute arises between the CITY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the Work, CONTRACTOR shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all Work to be performed under this Agreement. CONTRACTOR shall retain any and all rights provided either by this Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XXXV. LIQUIDATED DAMAGES

Pursuant to Government Code Section 53069.85, if the Work is not completed within the Project Completion Time or in strict accordance with any completion schedule, construction schedule or Project milestones developed by the CITY, it is understood,

acknowledged and agreed that the CITY will suffer damage. It is therefore agreed that CONTRACTOR shall pay to the CITY the sum of five hundred dollars (\$500) for each and every calendar day of delay beyond the Project Completion Time, or beyond any completion schedule, construction schedule or Project milestones developed by the CITY, or beyond the time indicated in the completion schedule, construction schedule or Project milestones developed by the CITY for any individual task or activity.

CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if CONTRACTOR does not meet each and every aspect of any completion schedule, construction schedule or Project milestones developed by the CITY. 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 Project Completion Time, a completion schedule, completion schedule, construction schedule or Project milestones developed by the CITY or the accrual of liquidated damages. In the event the same is not paid, CONTRACTOR further agrees that the CITY may deduct the amount thereof from any money due or that may become due to CONTRACTOR under this Agreement. This Article does not exclude recovery of any other damages and is expressly in addition to the CITY's ability to seek other damages.

XXXVI. NOTICES

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

CITY

City of El Centro
Public Works Department
307 W. Brighton Ave.
El Centro, CA 92243
Attn: Abraham Campos, Public Works Director

CONTRACTOR

Attn: _____

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

XXXVII. ENTIRE CONTRACT

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

XXXVIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

XXXIX. COUNTERPARTS

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

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on the Effective Date.

CONTRACTOR

_____, Inc.
a California corporation

CITY

City of El Centro
a California municipal corporation

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

ATTEST:

By _____
Norma Wyles, City Clerk

ATTACHMENTS:

Exhibit A	Plans and Specifications
Exhibit B	Special Provisions
Exhibit C	Contractor's Certification Form
Exhibit D	Faithful Performance Bond
Exhibit E	Labor and Materials Bond

EXHIBIT A

PLANS AND SPECIFICATIONS

EXHIBIT B
SPECIAL PROVISIONS

EXHIBIT C

CONTRACTOR'S CERTIFICATION FORM

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

[INSERT CONTRACTOR'S NAME]

By: _____
[INSERT NAME]
[INSERT TITLE]

EXHIBIT D

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____.

(SEAL)

(SEAL)

(CONTRACTOR)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

- END OF PERFORMANCE BOND -

EXHIBIT E

LABOR AND MATERIALS 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 dated _____, 20____, and described as _____whereby the Principal agrees to install and complete certain designated public improvements identified as _____which are part of City project _____, and which Agreement 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 referenced in Civil Code Sections 9550 et seq.; and

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 referenced in Sections 9550 et seq of the Civil Code in the sum of _____dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of El Centro in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9550 et seq 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____.

(CONTRACTOR)

By: _____
(Signature)

(Surety)

By: _____
(Signature)

-END OF PAYMENT BOND-

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by Labor Code §§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 Centre's Drug and Alcohol Free Workplace Policy as a condition of the State Drug-Free Workplace Act of 1990 (Government Code section 8350 *et. seq.*) and the Federal Drug Free Workplace Act of 1988 (41 U.S.C.A. section 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

SUBCONTRACTORS LISTING

The Bidder shall list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State who, under subcontract to the prime contractor, specially 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 prime contractor's total bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The prime contractor shall list only one subcontractor for each portion of the WORK. **If the Bidder does NOT intend to use ANY subcontractors, then state "NONE" in the first block.**

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

PORTION OF WORK	NAME PLACE OF BUSINESS ADDRESS/TELEPHONE NO.	STATE CONTRACTOR'S LICENSE AND DIR REGISTRATION NO.

END OF SUBCONTRACTORS
LISTING

NON-COLLUSION DECLARATION FOR
CORPORATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

END OF NONCOLLUSION DECLARATION FOR
CORPORATION

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: _____

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 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 "Days" shall mean calendar days unless otherwise specifically provided.
- e) The term "Director of Community Services" shall mean the City of El Centro Community Services Director, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- f) The words "General Conditions" and GREENBOOK shall mean the Standard Specifications for Public Works Construction contained in the latest Edition, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, CA 92081 (760) 734- 1113.

1-02 CONTRACT DOCUMENTS

The Notice of Inviting Bids, the Instructions to Bidders, the Proposal, the Specifications, and the Drawings, together with the Agreement and all documents referenced there, constitute the Contract. These Contract documents are complimentary, and what is called for in any one (1) 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 its 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 COMMUNITY SERVICES DIRECTOR

The Community Services Director 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 Community Services Director, 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 Community Services Director.

1-04 ACCESS TO WORK

The Community Services Director, her 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 therefor.

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 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 Community Services Director. If such a discrepancy is not reported to the Community Services Director, the Contractor shall be responsible for any error in the finished work.

Services Assistance Notice: The Contractor shall give at least twenty-four (24) hours' notice in writing when he will require the services of the Community Services Director for laying out any portion of the work. The Contractor shall furnish the Community Services Director such facilities and labor necessary for marking and maintaining points and lines as he may require. Labor furnished by the Contractor for such purposes will be paid for as extra 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 Community Services Director. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

1-06 LEGAL ADDRESS OF CONTRACTOR

The address given in the Contractor's proposal 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 Community Services Director.

1-07 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 required rate of progress.
- (b) The Contractor shall bear all losses resulting to him on account of the amount of 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) As set out in the Construction Agreement and Section I-48 below, 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.

1-08 CONTRACTOR TO FURNISH INFORMATION

- (a) Before proceeding with the erection of the construction plant, and other temporary structures, the Contractor shall furnish the Community Services Director 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.

1-09 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 Engineer 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.

1-10 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 Community Services Director, accept by direction of the Community Services Director.

Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Community Services Director and authorized in writing.

Working drawings or plans for any structure not included in the plans furnished by the Community Services Director shall be approved by the Community Services Director before any work involving these plans shall be performed, unless approval is waived in writing by the Community Services Director.

It is mutually agreed, however, that approval by the Community Services Director 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.

1-11 PERSONAL ATTENTION

The Contractor shall give their 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 Community Services Director. 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 Community Services Director, 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.

1-12 CONTRACTOR CLAIMS

Any claim by the Contractor regarding this Contract is subject to the provisions of Public Contract Code Section 9204 attached and incorporated as Exhibit "A".

1-13 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.

1-14 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 Community Services Director, 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 Community Services Director 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 Community Services Director 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.

1-15 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 Community Services Director 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, 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 Community Services Director.

1-16 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 Community Services Director, the subcontractor shall be removed immediately on the recommendation of the Community Services Director and shall not again be employed on the work.

1-17 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 Community Services Director 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 Community Services Director, 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 1-06, 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 Community Services Director, to reimburse the Contractor or the Contractors 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 Community Services Director, 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.

1-18 SUSPENSION OF WORK- EXTENSION OF TIME- NO EXTRA COMPENSATION

- (a) The Community Services Director shall have the authority to suspend the work wholly or in part, for such period as she 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 she 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 Community Services Director.
- (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 Community Services Director in writing within the ten (10) days from the beginning of such delay. Applications for extension of time shall be addressed to the Community Services Director.
- (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.

1-19 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 Community Services Director 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.

1-20 CHANGES

- (a) If either the Community Services Director or the Contractor on account of conditions which develop during the progress of the work finds it impracticable to comply strictly with these specifications, the Community Services Director may prescribe a modification of requirements of methods of work. For such purposes, the Community Services Director 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 Community Services Director 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 Community Services Director.

1-21 EXTRA WORK

- (a) If during the performance of the contract, it shall, in the opinion of the Community Services Director, 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 Community Services Director 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 Community Services Director and the Contractor before the extra work shall be ordered.
- (c) Whenever in the judgment of the Community Services Director 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 Community Services Director determination and certification of said actual necessary cost shall be binding and conclusive on the Contractor, and the Community Services Director 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 Community Services Director, 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 Community Services Director 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.

1-22 COST BREAKDOWN

Within ten (10) days after commencing work, the Contractor shall submit, to the Community Services Director, a cost breakdown in duplicate of all unit and lump sum prices under the contract. The breakdown, as approved, may be used by the Community Services Director to verify the fair value of the work for progress payments.

1-23 PROGRESS ESTIMATES

The Community Services Director shall, on or about the fifth (5th) day of each calendar month, except as provided in section 1-23, make in writing and certify an estimate such as in her/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 The 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 Public Contract Code §22300, the Contractor has the option of substituting securities for any money that is withheld under this section.

1-24 PROGRESS ESTIMATES MAY BE WITHHELD

The progress estimates provided for in section 1-23 hereof may at any time be withheld or reduced if, in the opinion of the Community Services Director, 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.

1-25 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 1-17, the retained percentage as provided in section 1-23 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.

1-26 FINAL ESTIMATE AND PAYMENT

- (a) Whenever in the opinion of the Community Services Director the Contractor shall have completely performed the contract on his part, the Community Services Director 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 Community Services Director's 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 Community Services Director 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 state of claims, the Community Services Director 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.

1-27 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.

1-28 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.

1-29 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.

1-30 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 Community Services Director incurred by the City for which the Contractor is liable under the contract.

1-31 UNPAID CLAIMS

If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within such claims of liens may be filed for the record as prescribed by Civil Code §§ 9350 *et seq.*, any person or persons claiming to have performed any labor or furnished any material, supplies or services toward the performance or completion of this contract, or that they have agreed to do so, shall file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, together with a statement that the same has not been paid or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharges thereof withhold from the monies under its control so much of said monies due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided that if the City shall in its discretion permit the Contractor to file such additional bonds as is authorized by Civil Code §9364, in a penal sum equal to one hundred twenty-five percent (125%) times the amount of said claim, said monies shall not thereafter be withheld on account of such claim.

1-32 ADDITIONAL SURETY

If during the continuance of the contract, any of the sureties upon the faithful performance bond in the opinion of the Community Services Director are/or become insufficient, he may require additional sufficient sureties which the Contractor shall furnish, to the satisfaction of the Community Services Director, within fifteen (15) days after notice and in default thereof the contract may be suspended and the work completed as provided in section 1-17 hereof.

1-33 PREVAILING RATE OF PER DIEM WAGES

The City has ascertained the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of worker or mechanic needed to execute the contract and has specified same in the Notice of Inviting Bids which is attached hereto and made a part of the contract. The Contractor shall forfeit as a penalty to the City of not more than fifty dollars (\$50) for each laborer, worker or mechanics employed for each calendar day or portion thereof, such laborer, worker or mechanic is paid less than the required rates for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the California Labor Code.

1-34 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 semimonthly 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.

1-35 EIGHT (8) HOUR LAW

The Contractor shall comply with all applicable provisions of Labor Code §§1810 to 1816, inclusive, relating to working hours. The time of service of any laborer, worker or mechanic employed on the work shall be limited and restricted to eight (8) hours during any one (1) calendar day, except in cases of an extraordinary emergency caused by fire, flood or danger to life or property and the Contractor shall forfeit as a penalty to the City of twenty-five dollars (\$25) for each such laborer, worker or mechanic employed in the execution of this contract by him or any subcontractor under him for each calendar day during which such laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of the California Labor Code.

1-36 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 Community Services Director in writing. In case of extra work ordered by the Community Services Director under the provisions of section 1-21 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 Community Services Director and then only to such extent as extra payment is regularly being made by the Contractor to his men for overtime or legal holiday work of a similar nature in the same locality.

1-37 CHARACTER OF WORKERS

None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the Community Services Director, the Contractor or any subcontractor shall discharge any person who is in the opinion of the Community Services Director, incompetent, unfaithful, disorderly or otherwise unsatisfactory and shall not again employ such discharged person on the work except with the consent of the Community Services Director. Such discharge shall not be the basis of any claim for compensation or damage against the City or any of its officers.

1-38 SAMPLES AND TESTS

At the option of the Community Services Director, the source of supply of each of the materials shall be approved by the Community Services Director 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 Community Services Director.

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 Community Services Director, without charge. No material shall be used until it has been approved by the

Community Services Director. Samples will be secured and tested whenever necessary to determine the quality of material.

1-39 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 Community Services Director, so that proper inspection may be provided. Any work done in the absence of the Community Services Director 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 Community Services Director and accepted or estimated for payment.

1-40 DEFECTIVE WORK OR MATERIALS - WARRANTIES, GUARANTEES AND INSTRUCTION SHEETS

- (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 Community Services Director, 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 Community Services Director. No rejected material, the defects of which have been subsequently corrected shall be used until approved in writing by the Community Services Director.
- (c) Upon failure on the part of the Contractor to comply with any order of the Community Services Director made under the provisions of this article, the Community Services Director 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.
- (d) The work shall be warranted by the Contractor against defective materials and workmanship for a period of one (1) year. The warranty period shall start on the date the work was completed as determined by the Engineer.
- (e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- (f) All warranties, express or implied, from subcontractors, manufacturers or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to the City, and any such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the contract.

The Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within

the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.

1-41 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.

1-42 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.

1-43 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.

1-44 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.

1-45 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 copyrighted composition, secret process, patented or unpatented 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 set forth in the contract.

1-46 LAWS AND REGULATIONS

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 Community Services Director. 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.

- (a) 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.
- (b) 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.

1-47 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.

1-48 RESPONSIBILITY FOR DAMAGE In addition and complimentary to the provisions of the Construction Agreement

(a) Indemnity Agreement

In addition and complementary to any other indemnification provided for the project, and except for the gross negligence or willful misconduct of an Indemnitee (as hereinafter defined), the Contractor hereby assumes liability for and agrees to defend (at indemnitees' option), indemnify, protect and hold harmless the City and its project consultants, 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 of 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 Indemnatee. 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 or reasonable.

1-49 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.

1-50 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 Community Services Director at the Contractor's expense.

1-51 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.

1-52 LABOR DISCRIMINATION

No discrimination shall be made in the employment of persons upon Public Works because of the race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, 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.

1-53 APPRENTICES

Attention is directed to the provisions of Labor Code §§1777.5 and 1777.6 concerning the employment 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.

1-54 PRECONSTRUCTION CONFERENCE

Before the start of construction, the Community Services Director 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.

1-55 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.
 1. 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.
 2. His State registration number
- (b) No Contractor whose bid is accepted shall, without the consent of the City either:
1. Substitute any person as 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.

END OF GENERAL CONDITIONS

SUPPLEMENTARY GENERAL CONDITIONS (STATE)
CALIFORNIA STATE REQUIREMENTS- These prevail over conflicting provisions of the
General Conditions

1. 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) 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.

2. 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 every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the WORK of this Contract."

c) 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.

3. Apprentices on Public Works: The Contractor shall comply with all applicable provisions of Labor Code §1777.5 relating to employment of apprentices on public works.

4. 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.

5. 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 percent (5%) of the contracted amount, provided, that the work damaged was built in accordance with accepted and applicable building standards and the plans and specifications of the City. The Contractor shall obtain insurance to

indemnify the City for any damage to the Work caused by an act of God if the insurance premium is 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 three and one-half (3.5) on the Richter Scale and tidal waves.

6. Notice of Completion: In accordance with Civil Code §§9204 and 9208, within fifteen (15) days after date of acceptance of the work by the City's governing body, the City will file, in the County Recorder's office, a Notice of Completion of the work.

7. Unpaid Claims: If, at any time prior to the expiration of the period for service of a stop payment notice, there is served upon the City a stop payment 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 payment notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the construction manager shall, in its discretion, permit the 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 payment notice.

8. Concrete Forms, False work, 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, false work 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 false work 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.

9. 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 of 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.

10. 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 Professions 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.

11. Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules and Regulations: (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.
(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor 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 subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (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 may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), 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 or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

12. 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.

13. 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.

14. 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.

15. 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 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.

16. 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.

17. 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>.

**END OF CALIFORNIA STATE REQUIREMENTS
END OF SUPPLEMENTARY GENERAL CONDITIONS**

SPECIAL PROVISIONS

1. ORDER OF WORK

Prior to commencement of any work on the project, a preconstruction conference will be held for the purpose of review and discussion of progress schedule and construction procedures. At the discretion of the Community Services Director, periodic meetings involving project personnel (Contractor, utility and others) will be held for the purpose of coordinating project activities.

2. STARTING AND COMPLETION OF WORK

The work called for in these contract documents shall commence within (10) calendar days after that date set out in the **Notice-to-Proceed** issued by the City, and shall be diligently pursued to completion within (90) calendar days of said date.

3. FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

(See General Conditions 1-19) It is agreed by the parties to 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, damages 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 five hundred dollars (\$500) per day for each and every day of delay beyond the time prescribed to complete the work.

4. MAINTAINING TRAFFIC

The Contractor shall maintain two way traffic in the work area in accordance with the "Manual of Traffic Controls for Construction and Maintenance Work Zones" and the MUTCD, 1990 Edition or as modified, available through the State of California, Department of Transportation, 1900 Royal Oaks Drive, Sacramento, California 95815.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

5. PERMIT FEES

The General Contractor shall be responsible for paying permit fees to the City.

6. CONSTRUCTION SIGN

The Contractor shall provide a four (4) foot tall by eight (8) foot wide plywood construction sign to be visible to the public and maintained in good order for the duration of construction. Artwork for the sign shall be provided to the Contractor by the City.



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-125)

Item: 8.

Meeting: 5/5/2026 3:30 PM

Department: Public Works

Category: Action Item

Prepared by: Luis Alonzo, Assistant
Engineer

Department Head: Abraham Campos

DOC ID: 2026-125

Adopt Resolution No. 26 - , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE PROGRAM SUPPLEMENT AGREEMENT NO. 00000B010 TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS NO. 11-5169S21 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 26 - , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE PROGRAM SUPPLEMENT AGREEMENT NO. 00000B010 TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS NO. 11-5169S21 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.

FISCAL IMPACT:

No Impact to the General Fund. Funding to supplement future Gillette Road work in the amount of \$231,000 for construction activities from Measure D funds. Total estimated costs are as follows

	Purpose	State Match	Local Measure D Match	Total funding
FY26	Construction	\$231,000	\$231,000	\$462,000

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Environmental Sustainability & Infrastructure

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

NA

BACKGROUND:

Engineering staff applied for SB1 Local Partnership Program (LPP) State Funding and the City was granted \$231,000 in SB1LPP funding towards road improvements on Gillette Avenue from Main Street to Cooley Road.

DISCUSSION:

The City of El Centro received allocation of the \$231,000 of SB1 Local Partnership Program funding for road improvements on Gillett Road.

Improvements will include the resurfacing of Gillette Road via a cold mill of the existing

asphalt and overlay with new asphalt.

A Program Supplement Agreement is necessary to proceed with submitting reimbursement invoices to obtain the grant funding. The attached program supplement agreement was sent by Caltrans and is typical with every Caltrans State and Federal project and is accordance with Article I of the Master Agreement between the California Department of Transportation and the City of El Centro.

Following the execution of the Program Supplement Agreement between the City and Caltrans, staff will submit plans and specs to Council in a future Council meeting for approval to begin the project's bidding phase.

CONCLUSION:

ADOPT RESOLUTION NO. 26 - , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE PROGRAM SUPPLEMENT AGREEMENT NO. 00000B010 TO THE ADMINISTERING AGENCY- STATE AGREEMENT FOR STATE FUNDED PROJECTS NO. 11-5169S21 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

ATTACHMENTS:

1. Resolution 26-
2. Supplement Agreement LPPSB1L-5169(064)

RESOLUTION NO. 26 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE PROGRAM SUPPLEMENT AGREEMENT NO. 00000B010 TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS NO. 11-5169S21 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Administering Agency-State Agreement for State Funded Projects, No. 11-5169S21 (the “Agreement”) between the City of El Centro, California (the “City”), and the California Department of Transportation (“CalTrans”) covers the general requirements of all state funded projects for the implementation of projects and the maintenance of the completed facilities; and

WHEREAS, the City has been awarded \$231,000 for the Gillette Road Rehabilitation Project (the “Project”); and

WHEREAS, in order to receive this additional funding for the Project, it is necessary for the City to enter into the Program Supplement No. 00000B010 to the Administering Agency-State Agreement for State Funded Projects No. 11-5169S21 (the “Supplement Agreement”); and

WHEREAS, the Supplement Agreement will be in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The foregoing recitals are true, correct and incorporated fully herein as findings.
2. The City Council of the City of El Centro, California, hereby approves the Supplement Agreement with CalTrans for additional funding for the Project.
3. The City Manager is hereby authorized to execute the Supplement Agreement, a copy of which is on file in the Office of the City Clerk, on behalf of the City.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of , 2026.

CITY OF EL CENTRO

By _____
Michael Crankshaw, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Joanna Hoff, 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. 26 - was duly and regularly adopted a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk

PROGRAM SUPPLEMENT NO. 00000B010
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 11-5169S21

Adv. Project ID 1126000089
Date: April 10, 2026
Location: 11-IMP-0-ECN
Project Number: LPPSB1L-5169(064)
E.A. Number:
Locode: 5169

This Program Supplement, effective 03/20/2026, hereby adopts and incorporates into the Administering Agency-State Agreement No. 11-5169S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 05/25/2021 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: In the City of El Centro, on Gillett Rd, from E. Main Street/Evan Hewes Hwy to Cooley Rd

TYPE OF WORK: Rehabilitation of road by cold milling existing and installation of new asphalt concrete pavement **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds	Matching Funds		
	STATE \$231,000.00	LOCAL		OTHER
\$462,000.00		\$231,000.00		\$0.00

CITY OF EL CENTRO

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Management Oversight
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Helga Siu

Date 4/10/2026

\$231,000.00

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

3. ADMINISTERING AGENCY agrees to submit PROJECT specific award information, using Exhibit 25-O of the LAPG, to the STATE's District Local Assistance Engineer (DLAE) immediately after award of contract, and prior to first invoice submittal. Failure to do so will delay processing invoices for the construction contract. As a minimum, the award information should include the following information: project number, Advantage ID, project description, date funds allocated by the CTC, date project was advertised, bid opening date, award date, award amount, and estimated completion date.
4. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).
5. This PROJECT is programmed to receive State Senate Bill 1, Chapter 5, Statutes of 2017 (SB1) funds from Local Partnership Program (LPP). This PROJECT will be administered in accordance with the California Transportation Commission (CTC) approved/adopted LPP Guidelines, and this Program Supplement Agreement.

ADMINISTERING AGENCY agrees to use eligible matching funds of the type

SPECIAL COVENANTS OR REMARKS

identified in its project application/nomination, for the required dollar for dollar minimum local match to the LPP funds.

ADMINISTERING AGENCY agrees to submit invoices for PROJECT costs in accordance with the Local Assistance Procedures Manual (LAPM).

To satisfy the SB1 accountability requirements, ADMINISTERING AGENCY agrees to:

- 1) Submit Progress Reports on the activities, expenditures and progress made towards implementation of the PROJECT, as applicable, per CTC SB1 Transparency and Accountability Guidelines. Changes to the scope and budget from the CTC approved project application/nomination shall also be identified in these reports. The Progress Reports shall be submitted to the Division of Local Assistance - Office of State Programs via the CalSMART reporting tool.
 - 2) Submit a Completion Report after each phase using LPP funds is complete and a Final Delivery Report to the CTC, within six months of the PROJECT construction contract being accepted, on the scope of the completed PROJECT, its final costs as compared to the project budget in its project application/nomination, its duration as compared to the project schedule in its application/nomination and performance outcomes derived from the PROJECT as compared to those described in the project application/nomination, per the SB1 Transparency and Accountability Guidelines.
6. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-94)

Item: 9.

Meeting: 5/5/2026 3:30 PM

Department: City Manager

Category: Action Item

Prepared by: Gloria Garcia , Staff
Assistant

Department Head: Robert Sawyer

DOC ID: 2026-94

**Community Sponsorship Request From Change Makers for their Black Wall Street
Annual 3-on-3 Basketball Tournament.**

CITY MANAGER'S RECOMMENDATION:

Discussion and any necessary action regarding the community sponsorship request.

FISCAL IMPACT:

Funding is available from the Community Sponsorship Fund 1201-610139. The available balance in the account is \$1,089.00

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:

Change Makers is a local grassroots organization dedicated to empowering youth through education, creative engagement, and safe athletic activities. Their mission centers on building a brighter future by fostering growth, confidence, and opportunity for young people. They envision a community where youth take on leadership roles, think innovatively, and make meaningful, positive contributions to society.

To support this vision, Change Makers offers a range of programs, including 3-on-3 basketball tournaments, movie nights, and field trips beyond the local community. These activities provide opportunities for youth to socialize, develop teamwork skills, and experience new environments. By exposing youth individuals to diverse experiences, Change Makers encourages them to broaden their perspectives and think beyond their immediate surroundings.

DISCUSSION:

Their Black Wall Street Annual 3-on-3 Basketball Tournament will take place on May 30, 2026, at the El Centro Community Center. This event is free and open to the public.

Providing youth with opportunities to visit places is essential for their emotional and social development. These experiences foster curiosity, encourage creativity, and help young people gain a deeper appreciation for different cultures and perspectives.

The sponsorship levels are as follows:

Level 1 \$50

Level 2 \$100
Level 3 \$250
Level 4 \$500
Title Sponsor \$1,000

The City Manager's Office has reviewed the application and the requirements of the policy statement have been met. The Mayor has reviewed the request and recommends that the Council consider a sponsorship in the amount of \$500.

CONCLUSION:

Staff seeks direction and necessary action regarding the requested cash sponsorship.

ATTACHMENTS:

1. Sponsorship Packet
2. Sponsorship Application



ChangeMaker's 3on3 Tournament

SPONSORSHIP PACKAGES



 LEVEL 1	Logo placement (small) Social Media & Event recognition (1 post)	\$50
 LEVEL 2	Logo (medium) Social Media & Event recognition (3 posts)	\$100
 LEVEL 3	Logo (large) Social Media & Event recognition (6 posts) 2 souvenir items	\$250
 LEVEL 4	Logo (xlarge) Social Media & Event Recognition + 10 posts Souvenir package Name on shirt	\$500



TITLE SPONSOR \$1000 (ONLY 2 AVAILABLE)



Jumbo logo placement on all material.



Display table, Thank plaque, and souvenirs. Refreshments.

105TH ANNIVERSARY BLACKWALL STREET ANNUAL EVENT

3 ON 3 BASKETBALL TOURNAMENT

MAY
30TH

AT
6PM

PER TEAM
\$25

REGISTRATION STARTS
@ 4:30PM TO 5:30PM
GAMES START AT 6PM

12-17 YOUTH
18- ADULTS
30 TEAMS
12- POINT GAMES

VENDORS WILL BE AVAILABLE

EL CENTRO COMMUNITY CENTER
375 S 1ST STREET EL CENTRO, CA 92243

CONTACT FOR 3 ON 3
SONIA CARTER 442-271-5806
FELICIA CARTER 760-620-1933

BRING YOUR OWN CHAIRS

SPONSORED BY CHANGE MAKERS





CITY OF EL CENTRO
COMMUNITY SPONSORSHIP PROGRAM
APPLICATION

CITY MANAGER

'26 MAR 18 PM3:11

APPLICANT INFORMATION:

(Applicant is the contact person for City officials and must be at least 18 years of age.)

Organization Name: Change Makers

Non-Profit ID # / 501(C) 3 #: 99-3463168

Contact Person: Hilton W. Smith

Address: 320 Sunset Drive Imperial CA 92251
(Street Number) (Street Name) (City) (State) (Zip Code)

Phone: (760) 996-2012 Cell / Pager: Same

E-mail: smittyb560@gmail.com

Amount Requesting From Community Sponsorship Fund: \$ 500 Waive all Associated Fees

TYPE OF EVENT:

(check one)



Promotional Event
Cultural Event
Athletic Event



Educational Event
Entertainment Event
Other _____

EVENT INFORMATION:

Event Name: Black Wall Street Annual Basketball Tournament

Event Date: 05/30/2026 Time of event: 5PM (Begin) 8PM (End)

Event Address: El Centro Community Center 375 So. 1st Street El Centro
(Location Name) (Street Number) (Street Name) (City)

EVENT DESCRIPTION:

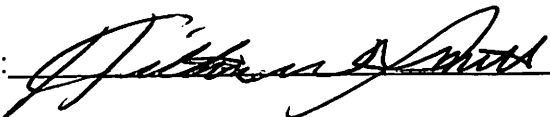
Purpose: Commemorate 105th Anniversary Of Black Wall Street

Activities Planned: Team Sports, Music, Food, and Vendors

Amount of People Expected: 100-300 Approx

Other Information: Open To The Public

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Applicant's Signature:  Date: 03/08/2026

**FOR CITY OF EL CENTRO
OFFICIAL USE ONLY**



**COMMUNITY SPONSORSHIP PROGRAM
APPLICATION REVIEW FORM**

Program Name: Black Wall Street Annual Basketball Tournament
Program Date: 5-30-24 City Manager's Review Date: 3/19/24

DOCUMENTS SUBMITTED:

Documents that must be included with application:

- ☒ Pre-Program Financial Affidavit
- ☒ Statement from Authorizing Agent
- ☒ Current Proof of 501(C) 3
- ☒ Program Sponsorship Package
- ☒ Mission Statement
- ☐ Copy of Current Business License MA

Documents that must be submitted 45 days before program:

- ☐ Proof of Permits _____
- ☐ Proof of Clearances _____
- ☐ Proof of Insurance _____
- ☐ Program Authorizations _____
- ☐ Other _____

MAYOR'S REVIEW:

☒ **Approved**
Forward to City Council for Consideration

☐ **Denied**
Reason: _____

Comments: Mayor recommends \$500.00

[Signature]
Mayor's Authorization Signature

3-24-26
Date

CITY SPONSORSHIP SUMMARY:

City Council Date: _____ || ☐ Approved ☐ Denied

Cash Sponsorship Amount: \$ _____

Requisition Process Date: _____ P.O #: _____



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-41)

Item: 10.

Meeting: 5/5/2026 3:30 PM

Department: Community Services

Category: Resolution

Prepared by: Clara Obeso, Comm.

Services Specialist

Department Head: Adriana Nava

DOC ID: 2026-41

**Authorizing the Application for the Permanent Local Housing Allocation (PLHA)
Program Calendar Year 2023 Formula Allocation.**

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 26- , AUTHORIZING RESOLUTION OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM.

FISCAL IMPACT:

The City of El Centro received notification of eligibility to apply for the 2023 PLHA Allocation in the approximate amount of \$161,642.

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

BACKGROUND:

The PLHA program was established pursuant to Senate Bill (SB) 2 and provides a permanent, ongoing source of funding to local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

Funding helps cities and counties:

- Increase the supply of housing for households at or below 60% of the area's median income
- Increase assistance to affordable owner-occupied workforce housing
- Assist persons experiencing or at risk of homelessness
- Facilitate housing affordability, particularly for lower- and moderate-income households
- Promote projects and programs to meet the local government's unmet share of regional housing needs allocation
- Ensure geographic equity in the distribution of the funds

Eligible activities for the formula allocations are:

1. The pre-development, development, acquisition, rehabilitation, and preservation of

multifamily, residential live-work, and rental housing that is affordable to extremely low- very low-, or moderate-income households, including necessary operating subsidies.

2. The pre-development, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meet the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalize Reserves of Services connected to the preservation and creation of new permanent supportive housing.
6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing.

DISCUSSION:

The proposed resolution is required by the California Department of Housing and Community Development as part of the City's application and funding process for the PLHA Program. Adoption of the resolution authorizes the submission of the required program application and designates the appropriate City official(s) to execute all necessary certifications, agreement, and related materials.

Approval of the resolution will allow the City of El Centro to remain eligible to receive PLHA funds and continue implementing housing-related programs that address local needs. These funds may be used to support activities such as affordable housing development, owner-occupied rehabilitation, homelessness prevention, and other eligible housing strategies consistent with State guidelines and local priorities.

PLHA funding provides an important external revenue source that assists the City in addressing housing challenges without relying solely on local general fund resources. Continued participation in the program enhances the City's ability to leverage state funds for projects and programs that benefit low- and moderate-income households and promote long-term housing stability.

CONCLUSION:

Staff recommends the approval of Resolution No. 26- **AUTHORIZING RESOLUTION OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM.**

ATTACHMENTS:

1. Resolution FINAL

RESOLUTION NO. 26 –
CITY OF EL CENTRO

AUTHORIZING RESOLUTION OF THE CITY OF EL CENTRO,
CALIFORNIA AUTHORIZING THE APPLICATION AND ADOPTING THE
PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION
PROGRAM

A necessary quorum or majority of the City Council members of the City Council of the City of El Centro hereby consents to, adopts, and ratifies the following resolution:

WHEREAS, the Department is authorized to provide up to \$296 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).

WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 10/15/2024 under the Permanent Local Housing Allocation (“PLHA”) Program.

WHEREAS the City of El Centro is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients.

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA **“Permanent Local Housing Allocation Program Entitlement and Non-Entitlement Local Government Formula Component”** in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. **Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.**
5. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
6. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
7. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
8. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B) and (C).
9. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.
10. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
11. The City Manager or designee is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of , 2026.

CITY OF EL CENTRO

By _____
Mike Crankshaw, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Joanna Hoff, 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. 26-_____, 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 _____ 2026, 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 # 2026-141)

Item: 11.

Meeting: 5/5/2026 3:30 PM
Department: Community Services
Category: Action Item
Prepared by: Adriana Nava,
Community Services Director
Department Head: Adriana Nava
DOC ID: 2026-141

Discussion and Related Action Regarding Selection of Signage Wording for the Clean California "Embellece" Downtown Beautification Project.

CITY MANAGER'S RECOMMENDATION:

Provide staff direction regarding selection of signage wording for the Clean California "Embellece" Downtown Beautification Project.

FISCAL IMPACT:

A Clean California Grant was sought by City Staff and was awarded in the amount of \$4,782,000. The grant includes funding for the following activities:

INFRASTRUCTURE (\$4,477,000)

- Renovation of Town Square- installation of artificial turf, concrete, and related electrical improvements
- Installation of ten Big Belly Trash Receptacles
- Installation of sixteen park benches along Main Street from 4th through 8th Streets
- Installation of new gateway sign on Main/8th Street
- Renovation of sign on Main/4th Street
- Installation of eighteen stormwater curb inlets

NON-INFRASTRUCTURE (\$305,000)

- Completion of three murals at distinct locations (\$45,000)
- Security Services at Town Square for a 12-month period after construction (\$190,000)
- Hosting of Downtown Special Events (\$70,000)

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Recreation & Lifelong Learning
City Beautification, Engagement & Civic Pride
Economic Opportunity

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

Due diligence check has been completed. Nielsen Construction was awarded the bid for the completion of the project.

BACKGROUND:

The project includes various signage options for the Council to consider. Identification signage is incorporated at the following locations:

- 8th and Main Street Gateway Signage (New Gateway Sign)
- 4th Street and Main Street Sign (Rehabilitation of existing sign)
- Town Square Facing Main Street
- Town Square Facing State Street

DISCUSSION:

Signage options are attached for Council consideration and discussion. The following are proposed:

- 8th and Main Street Gateway Signage (New Gateway Sign) - Illuminated sign using art deco typography. The top of the sign reads "Main Street" and the middle portion identifies "Downtown."
- 4th Street and Main Street Sign (Rehabilitation of existing sign) - The top of the sign reads "Main Street" and the middle portion identifies "Downtown."
- Town Square Facing Main Street - Options are proposed whether to formally identify the space as "Town Square El Centro" or simply identify the space as "Town Square" and remove "El Centro."
- Town Square Facing State Street - Options are proposed whether to formally identify the space as "Town Square El Centro" or simply identify the space as "Town Square" and remove "El Centro."

Due to lead times associated with the fabrication and purchase of the lettering, staff is requesting Council direction at this time to allow the project to proceed without additional delays.

CONCLUSION:

Provide staff direction regarding selection of signage wording for the Clean California "Embellege" Downtown Beautification Project.

ATTACHMENTS:

1. 26.04.27a - Embellece El Centro_Signage Updates-DRAFT



TOWN SQUARE

EL CENTRO

Town Square El Centro

STOP













