



AGENDA
CITY OF EL CENTRO
CITY COUNCIL
TUESDAY, SEPTEMBER 1, 2026

City Hall

Regular Meeting

3:00 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 September 1, 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=83343946713>

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

City Manager: Robert Sawyer
City Attorney: Joanna Hoff
City Clerk: Norma Wyles

3:00 PM CLOSED SESSION - CONFERENCE ROOM "A":

ROLL CALL:

CLOSED SESSION PUBLIC COMMENT:

Any member of the public wishing to address the City Council on any matter appearing on the closed session agenda may do so at this time. Unless the Mayor extends the time limit, remarks shall be limited to three (3) minutes. Additional opportunities will be given at the end of this meeting.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION:

CITY COUNCIL CLOSED SESSION:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property:

Properties within El Centro, CA 92243 at the following addresses:

El Centro Regional Medical Center, 1415 Ross Ave.

ECRMC Medical Office Building, 1271 Ross Ave.

El Centro Outpatient Clinic, 385 W. Main St.

1204 Poplar Dr.

1258 Poplar Dr.

1295 Poplar Dr.

1455 Pepper Dr.

1215 Ross Ave.

1225 Ross Ave.

1243 Ross Ave.

1251 Ross Ave.

1271 Ross Ave.

135 South 4th St.

Agency Negotiators: Sheppard Mullin (Eric Newsom, Megan Rooney, Christina Nguyen)

Negotiating Parties: Imperial Valley Healthcare District (IVHD)

Under Negotiation: Price and Terms of Payment

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): one case

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. Presentation by Peter Martinez, Women in Law Enforcement.

CONSENT AGENDA (ITEMS 2-11):

2. Approval of the City Council meeting minutes for the meeting of August 18, 2026.
3. Police Station Project Budget Update — Change Order Nos. 23 and 24 and Continued Utilization of Approved Project Budget.
4. Authorization to go out to bid for Routine Security Guard Services for El Centro Public Facilities, as follows: El Centro Transfer Terminal, City Hall, Aquatic Center, Brett Driscoll Sidewinder Skate Park, Old Post Office Pavilion, Bucklin Park.

Presentation: Adriana Nava, Community Services Director

Recommendation:

Staff recommends that the City Council approve the Request For Proposals and authorize the Community Services Department to proceed with the bidding process.

5. Establishing terms and conditions of employment for the Human Resources Director.

Presentation: Robert Sawyer, City Manager

Recommendation:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF HUMAN RESOURCES DIRECTOR JANUARY 1, 2026, THROUGH DECEMBER 31, 2028.

6. Establishing terms and conditions of employment for the Chief of Fire.

Presentation: Dulce Bedolla, Human Resource Director

Recommendation:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF CHIEF OF FIRE/DIRECTOR SERVICES JANUARY 1, 2026, THROUGH DECEMBER 31, 2028.

7. Establishing terms and conditions of employment for the Chief of Police.

Presentation: Dulce Bedolla, Human Resource Director

Recommendation:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF CHIEF OF POLICE JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

8. Approval of the Unrepresented Fire Management Employees Unit Memorandum of Understanding (MOU).

Presentation: Dulce Bedolla, Human Resource Director

Recommendation:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED FIRE MANAGEMENT EMPLOYEES FOR JANUARY 1, 2026 THROUGH JUNE 30, 2027.

9. Establishing terms and conditions of employment for the Community Services Director.

Presentation: Dulce Bedolla, Human Resource Director

Recommendation:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF COMMUNITY SERVICES DIRECTOR JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

10. Approval of the Unrepresented Police Lieutenant Management Employees Unit Memorandum of Understanding (MOU).

Presentation: Dulce Bedolla, Human Resource Director

Recommendation:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED POLICE LIEUTENANT MANAGEMENT EMPLOYEES FOR JANUARY 1, 2026 THROUGH JUNE 30, 2028.

11. Approval of the Unrepresented Police Commander Management Employees Unit Memorandum of Understanding (MOU).

Presentation: Dulce Bedolla, Human Resource Director

Recommendation:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED POLICE COMMANDER MANAGEMENT EMPLOYEES FOR JANUARY 1, 2026 THROUGH JUNE 30, 2028.

PUBLIC HEARINGS:

12. Public hearing to consider the recommendation of the Planning Commission regarding a time extension of the Lotus Ranch Tentative Subdivision Map.

Presentation: Angel Hernandez, Community Development Director

Recommendation:

Open the public hearing and move to continue this item to the next regularly scheduled City Council Meeting taking place on September 15, 2026.

13. Public Hearing to Approve the Draft 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER), and Authorization for Staff to Submit CAPER to the U.S. Department of Housing and Urban Development (HUD).

Presentation: Adriana Nava, Community Services Director

Recommendation:

1. Open the public hearing, and receive public comments regarding the Draft 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER).

2. Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT 2025-2026 AS PART OF THE END OF THE YEAR REQUIREMENT REPORT PROVIDED TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT UNDER THE ENTITLEMENT GRANTEE PROGRAM.

3. Authorize staff to submit the approved 2025-2026 CAPER to the U.S. Department of Housing and Urban Development (HUD).

14. Public Hearing to Consider Approval of the Permanent Local Housing Allocation (PLHA) 2023 Applications, Amendments to the PLHA Five-Year Plans, Revised Program Income Reuse Plan, and Resolutions Authorizing the Applications and Amendments.

Presentation: Adriana Nava, Community Services Director

Recommendation:

1. Conduct a public hearing to receive comments regarding the proposed PLHA Plan amendments and related actions.

2. Adoption of Resolution No. 26- , CITY OF EL CENTRO, CALIFORNIA - AUTHORIZING RESOLUTION OF CITY COUNCIL OF THE CITY OF EL CENTRO,

CALIFORNIA, AUTHORIZING THE APPLICATION AND AMENDING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

3. Adoption of Resolution No. 26- , CITY OF EL CENTRO COLONIAS, CALIFORNIA - AUTHORIZING RESOLUTION OF CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE APPLICATION AND AMENDING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

4. Approve and adopt the revised PLHA Program Income Reuse Plan, dated August 2026, establishing the City's framework for the reuse of PLHA program income for eligible activities under Section 301 of the PLHA Program Guidelines.

15. Public Hearing to consider the adoption of the 2025 Urban Water Management Plan.

Presentation: Abraham Campos, Public Works Director/City Engineer

Recommendation:

1. Open the public hearing, receive the staff presentation, and take public testimony on the draft 2025 Urban Water Management Plan (UWMP) and 2025 Water Shortage Contingency Plan (WSCP)

2. Close the public hearing;

3. Adopt Resolution No. 26- , RESOLUTION OF THE COUNCIL OF THE CITY OF EL CENTRO APPROVING AND ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN; and

4. Authorize the Public Works Director/City Engineer, or designee, to submit the adopted 2025 UWMP and WSCP to the California Department of Water Resources (DWR) via the WUEdata Portal and to make any non-substantive technical corrections necessary to finalize the document for submittal.

NEW BUSINESS:

16. Approval of Call for Graphic Artists "Love Your Community" Public Art Project Guidelines.

Presentation: Adriana Nava, Community Services Director

Recommendation:

Approval of the Call for Graphic Artists Guidelines for the "Love Your Community" Public Art Project and authorize staff to proceed with the artist solicitation and selection process.

17. Approve ATP Cycle VI Plans and Specifications and authorize for public bidding.

Presentation: Abraham Campos, Public Works Director/City Engineer

Recommendation:

Approve ATP Cycle VI Plans and Specifications and authorize public bidding.

18. Southern Pump Station Project — Construction Completion and Final Change Order No. 8.

Presentation: Abraham Campos, Public Works Director/City Engineer

Recommendation:

Staff recommends that the City Council:

- (1) Receive and file this report on the completed Southern Pump Station Project; and
- (2) Ratify and approve Change Order No. 8 to the construction contract with Rove Engineering, decreasing the contract price by \$542,993.40 and establishing a final, closed-out construction contract price of \$16,599,502.00. Change Order No. 8 is executed by the Contractor and recommended by the Public Works Director; Finance Director and City Manager execution are contingent on Council authorization.

19. Discussion and Related Action Regarding the Working Hands Workforce Development Program.

Presentation: Adriana Nava, Community Services Director

Recommendation:

Provide direction regarding whether to continue or discontinue the Working Hands Workforce Development Program following an update on the program's current status and discussion regarding its future.

LEGISLATIVE ACTION:**INFORMATIONAL ITEMS:**

20. Update Emergency Declaration - WWTP Bar Screen Failure.
21. Received and referred to Community Development Department, Application for Alcoholic Beverage License — Patriot Gas Adams Avenue Inc. 815 Adams Ave El Centro, CA 92243-2003.
22. Received and referred to Community Development Department, Application for Alcoholic Beverage License — Fujisan LLC Fujisan Sushi 1560 Ocotillo Dr. Ste O El Centro, CA 92243-4237.

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 # 2026-289)

Item: 1.

Meeting: 9/1/2026 3:00 PM

Department: City Clerk

Category: Presentation

Prepared by: Norma Wyles, City Clerk

Department Head:

DOC ID: 2026-289

Presentation by Peter Martinez, Women in Law Enforcement.

CITY MANAGER'S RECOMMENDATION:

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

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

BACKGROUND:

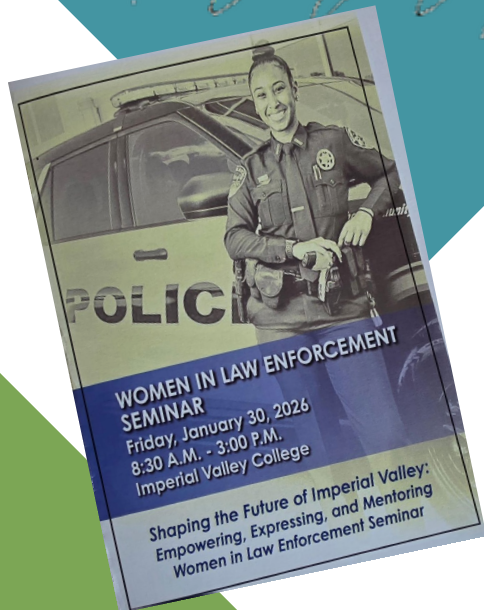
DISCUSSION:

CONCLUSION:

ATTACHMENTS:

1. Item 1. - Women in law Enforcement Outcome

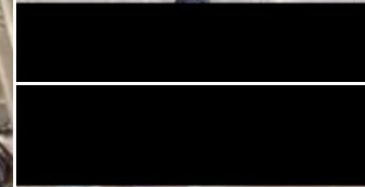
Thank You!

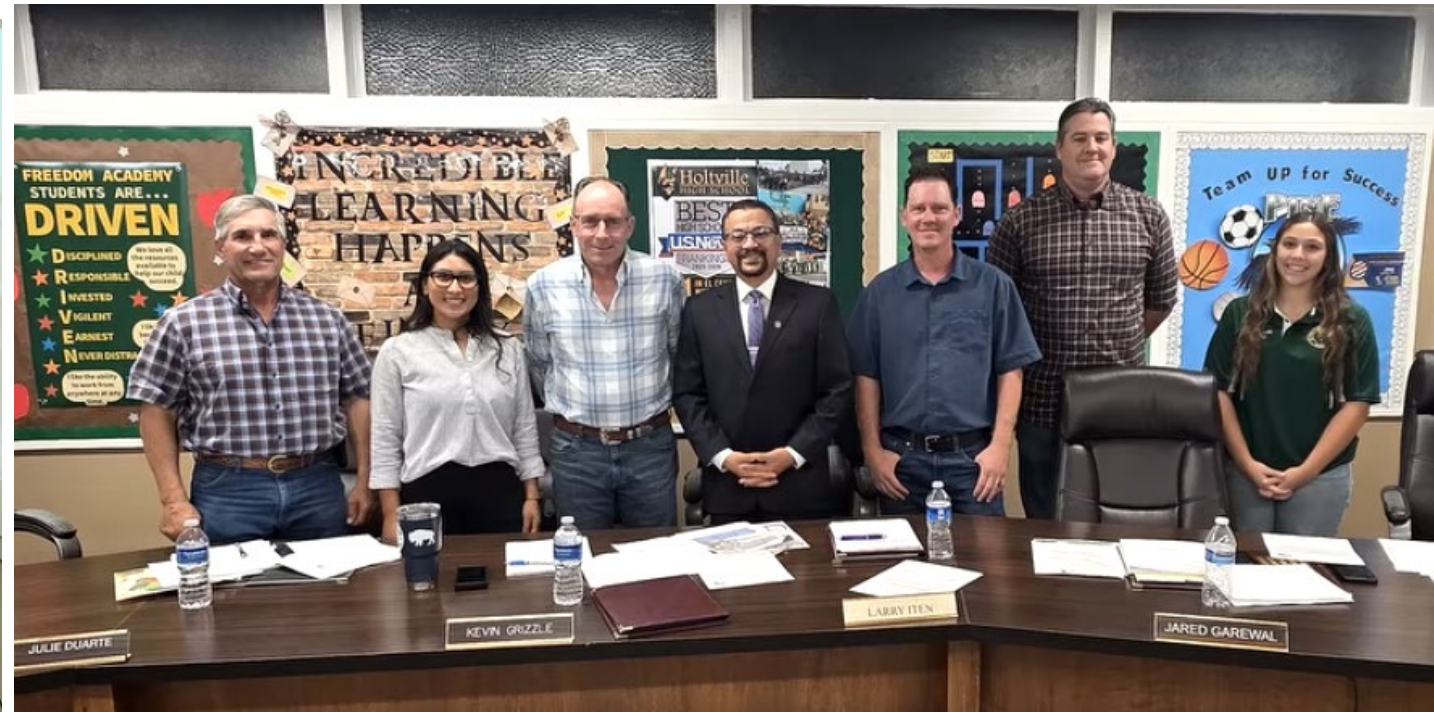


Thank you to our law enforcement professionals, community partners, sponsors, volunteers, and community members who came together to support this important initiative. Your involvement demonstrates the strength of our community and our shared commitment to empowering and recognizing women who serve and protect others.

Thank you for standing with us, supporting our women in law enforcement, and helping make 2026 a meaningful year of recognition and appreciation.

With sincere gratitude,
Women in Law Enforcement 2026

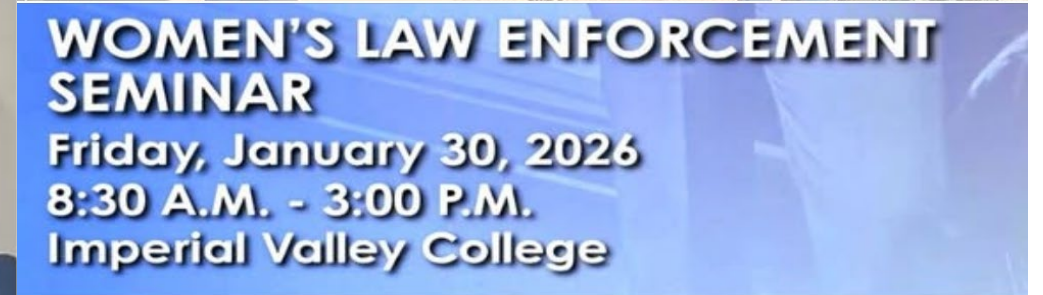




A fruitful evening concluded at the Brawley High School District Board. Thanks are owed to our [Brawley Union High School](#) Board for allowing us to speak on pathways related to public safety and to Sun Community FCU for strengthening and investing into tomorrow's leaders.. 🌞💡👏👏

Kudos to the El Centro High School District for fostering our partnership by backing our public safety pathways seminar. We also extend special gratitude to the CEO of Sun Community Federal Credit Union for contributing to this collaborative effort.





**Shaping the Future of Imperial Valley:
Empowering, Expressing, and Mentoring
Women's Law Enforcement Seminar**







School resource officer Alejandra Hurtado, who serves with the El Centro Police Department, highlighted the importance of guiding students to make wise decisions.



FEATURED

Women behind the badge inspire future officers at IVC forum

By Hannah Larson Feb 2, 2026 Updated Feb 3, 2026 0



Public Safety Instructor Cisneros demonstrates proper handcuffing methods during a Women in Law Enforcement Seminar at Imperial Valley College on Jan. 30.

By Hannah Larson



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**VISION CARE
CENTER BRAWLEY**
to close permanently,
effective Aug. 30, 2026

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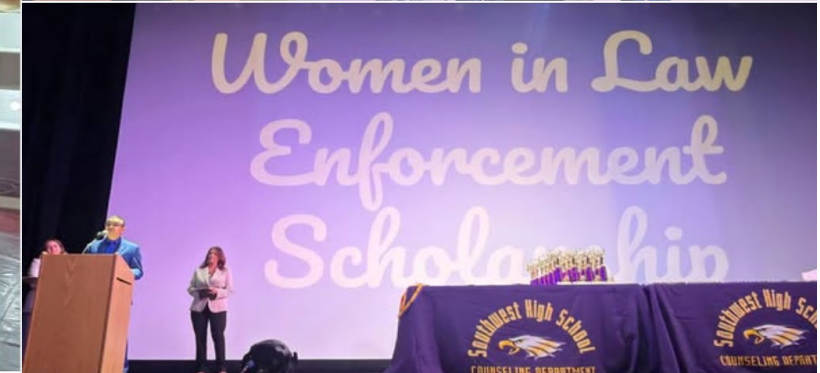
Learn More

















Thank you for your partnership and support,
For helping make this seminar a success.
Together, we celebrate women in law enforcement,
their courage, leadership, and dedication to serve our
communities with pride.

Thank you to all members of our law enforcement in uniform
for participating in the 2026 seminar.





City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-311)

Item: 2.

Meeting: 9/1/2026 3:00 PM

Department: City Clerk

Category: Action Item

Prepared by: Norma Wyles, City Clerk

Department Head: Norma Wyles

DOC ID: 2026-311

Approval of the City Council meeting minutes for the meeting of August 18, 2026.

CITY MANAGER'S RECOMMENDATION:

Approve the City Council meeting minutes for the meeting of August 18, 2026.

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

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

BACKGROUND:

DISCUSSION:

CONCLUSION:

ATTACHMENTS:

1. 8-18-2026 Regular Meeting CC Minutes

REGULAR MEETING
EL CENTRO CITY COUNCIL
COUNCIL CHAMBERS
1275 MAIN STREET, EL CENTRO, CA
TUESDAY, AUGUST 18, 2026, 2:30 P.M.

OPEN SESSION

The El Centro City Council met in a regular meeting on Tuesday, August 18, 2026 at 2:36 p.m. in Conference Room A, El Centro City Hall, 1275 W. Main Street, El Centro, California for the purpose of closed session.

PRESENT: Council: Carter, Crankshaw, Ellett, Marroquin
City Clerk Wyles, City Manager Sawyer (left at 4:55 pm), City Attorney Hoff
ABSENT: None

CLOSED SESSION PUBLIC COMMENT

None

CITY COUNCIL CLOSED SESSION

Moved by Marroquin, second by Carter, to adjourn into closed session for:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property:

Properties within El Centro, CA 92243 at the following addresses:

El Centro Regional Medical Center, 1415 Ross Ave.

ECRMC Medical Office Building, 1274 Ross Ave.

El Centro Outpatient Clinic, 385 W. Main St.

1204 Poplar Dr.

1258 Poplar Dr.

1295 Poplar Dr.

1455 Pepper Dr.

1215 Ross Ave.

1225 Ross Ave.

1243 Ross Ave.

1251 Ross Ave.

1271 Ross Ave.

135 S. 4th St.

Agency Negotiators: Sheppard Mullin (Eric Newsom, Megan Rooney, Christina Nguyen)

Negotiating Parties: Imperial Valley Healthcare District (IVHD)

Under Negotiation: Price and Terms of Payment

PUBLIC EMPLOYMENT PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: City Clerk

PUBLIC EMPLOYMENT PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: City Attorney

Motion carried.

Closed Session concluded at 5:33 p.m.

City Council recessed to 6:00 p.m.

OPEN SESSION

The El Centro City Council met in a regular meeting on Tuesday, August 18, 2026, at 6:03 p.m. in Council Chambers, El Centro City Hall, 1275 Main Street, El Centro, California.

PRESENT: Council: Carter, Camarena, Crankshaw, Ellett, Marroquin
City Clerk Wyles, City Manager Sawyer, City Attorney Hoff

ABSENT: None

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

CITY ATTORNEY REPORT ON CLOSED SESSION

No reportable action.

PUBLIC COMMENT:

Public comments were received by Tony Ramos, Hector Casas, Albert Zambrano Jr., and Jake Tison.

PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR:

1. Presentation by San Diego Regional Center, by Joab Gonzalez and Bernice Guzman.
2. Presentation by Imperial Irrigation District (IID) by Will James and Sabrina Barber.

CONSENT AGENDA (ITEMS 3-6)

3. Approval of Warrant Registers for the month of July 2026.
4. Approval of Payroll Registers for the month of July 2026.
5. Approval of the Treasurer's Report for the month of July 2026.
6. Approval of the City Council meeting minutes for the meetings of August 4, 2026, and special meeting, August 4, 2026.

NEW BUSINESS

7. Moved by Marroquin, second by Carter, adoption of **Resolution No. 26-82**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF DEPUTY CHIEF OF POLICE JANUARY 1, 2026, THROUGH DECEMBER 31, 2028.

Public comment was received by Justin A. Thompson.

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

8. Moved by Marroquin, second by Camarena, adoption of **Resolution No. 26-83**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT JANUARY 1, 2026, THROUGH DECEMBER 31, 2028.

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

9. Moved by Camarena, second by Carter, adoption of **Resolution No. 26-84**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED MANAGEMENT EMPLOYEES FOR JANUARY 1, 2026, THROUGH JUNE 30, 2028.

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

10. Moved by Camarena, second by Marroquin, adoption of **Resolution No. 26-85**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF EL CENTRO AND SUPERVISORS, PROFESSIONAL, AND TECHNICAL EMPLOYEES' UNIT FOR JANUARY 1, 2026, THROUGH JUNE 30, 2028.

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

11. Moved by Carter, second by Marroquin, adoption of **Resolution No. 26-86**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF FINANCE DIRECTOR JANUARY 1, 2026, THROUGH DECEMBER 31, 2028.

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

12. Discussion and any necessary action regarding the appointments to the Library and Community Services Board, voting members, to fill two scheduled vacancies.
Item was pulled, no action taken.
13. Discussion and any necessary action regarding the appointments to the Library and Community Services Board, non-voting, to fill in two scheduled vacancies.
Item was pulled, no action taken.
14. Discussion and any necessary action regarding the appointment with the Friends of El Centro Community Services Foundation Board to fill one scheduled vacancy.
Item was pulled, no action taken.

LEGISLATIVE ACTION:

None

INFORMATIONAL ITEMS:

15. Received and referred to Community Development Department, Application for Alcoholic Beverage License Patriot Gas, Main Street Inc., 475 E. Main St., El Centro, CA 92243-3006.
16. Update Emergency Declaration – WWTP Bar Screen Failure.

TASK FORCE AND MAYOR & COUNCIL MEMBERS REPORTS

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

CITY MANAGER REPORT

Reported on recent activities.

ADJOURNMENT

With no further business to come before City Council, the regular meeting adjourned at 7:58 p.m.

Norma Wyles, City Clerk

APPROVED BY:

Michael Crankshaw, Mayor



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-310)

Item: 3.

Meeting: 9/1/2026 3:00 PM

Department: Public Works

Category: Action Item

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

Department Head: Abraham Campos

DOC ID: 2026-310

**Police Station Project Budget Update — Change Order Nos. 23 and 24 and
Continued Utilization of Approved Project Budget.**

CITY MANAGER'S RECOMMENDATION:

Approve Change Orders No. 23 and No. 24, and authorize staff to proceed with utilizing the full Police Station Construction Project budget of \$51,541,315.76 approved by Council on August 19, 2025, including access to the \$600,000 in Measure P funding held pending further Council direction.

FISCAL IMPACT:

There is no new impact to the General Fund. This action authorizes staff to continue processing payments within the previously approved project budget of \$51,541,315.76 and, as needed, to draw on the \$600,000 in Measure P funding for FY26 that Council directed staff to return to Council for before accessing. Because bond interest continues to accrue, staff anticipates the project may ultimately require less than the full \$600,000; staff intends to remain within the Council-approved budget even if that results in reduced use of Measure P funds.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Environmental Sustainability & Infrastructure
Financial & Governance Stability & Sustainability
Community Health, Safety & Welfare
City Beautification, Engagement & Civic Pride

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

N/A — Change Orders 23 and 24 are issued under the existing construction contract with Barnhart Reese, previously vetted and awarded by Council on November 7, 2023.

BACKGROUND:

- On April 6, 2021, Council awarded the project design contract to Arrington Watkins Architects, based on the Police Department's multi-year needs assessment.
- In April 2023, Council authorized bond funding through Measure P, enabling release of final design plans for public bidding.
- On November 7, 2023, Council awarded the construction contract to Barnhart Reese and approved a total project budget of \$49,763,516.81.
- On June 24, 2025, as part of FY26 budget adoption, Council removed \$2,000,000 in previously approved FY26 Measure P funding, as bond interest earnings were sufficient to offset the need for that funding.
- On August 19, 2025, Council approved a revised total project budget of \$51,541,315.76, restoring \$600,000 of FY26 Measure P funding, and directed staff

to return to Council whenever access to that \$600,000 was needed.

- Change Orders No. 1 through 22 have since been executed under the construction contract.

DISCUSSION:

Staff has paid all invoices to date and has reached the point at which continued processing of payments requires Council action consistent with its August 19, 2025 direction. Approval of Change Orders No. 23 and No. 24 is expected to bring total committed funds into the range of the budget Council approved on August 19, 2025.

There is a possibility that not all of the \$600,000 in Measure P funding will ultimately be needed, as bond interest continues to accrue; however, staff intends to remain within the Council-approved amount even if that results in less Measure P funding being used.

Construction Contract Summary: The Original Contract Amount was \$39,764,499.00. Change Orders No. 1 through potential Change Order 25, total \$5,423,530.50, an increase of approximately 13.6% over the original contract, bringing the Revised Contract Amount to \$45,188,029.50, pending final actual change order amount.

Of the 13.6% increase, approximately 6.7% is attributable to design-related revisions, unforeseen field conditions, and scope changes necessary for the facility to function as an operational police station — costs that fall within the 10% construction contingency previously approved by Council. The remaining approximately 6.9% consists primarily of costs already accounted for elsewhere in the overall project budget — such as furniture, technology, and access-control systems — that were passed through to the Contractor for coordination to achieve a more seamless construction process, along with scope enhancements and approximately 0.4% of item costs that remain under discussion with the Contractor.

A line-item cost allocation of all individual change items across Change Orders No. 1 through potential Change Order 25 is provided in Attachment 1, categorized by design-related, unforeseen conditions, City-added necessary scope, City-added enhancement, City pass-through, under discussion work, and administrative/credit items. This categorization reflects the Public Works Director's preliminary professional judgment based on his review of the executed change orders and supporting documentation; it has not been reviewed or agreed to by the Project Architect or the Contractor.

Category	Amount	% of Original Contract
Design Related	\$1,049,158.50	2.6%
Unforeseen Conditions	\$746,570.18	1.9%
City Added – Necessary Scope	\$863,041.00	2.2%
City Added – Enhancement	\$1,067,959.00	2.7%
City Pass-Through	\$1,893,987.00	4.8%
Work Under Discussion with Contractor	\$171,454.82	0.4%
Administrative / Credit (Non-Contingency)	(\$368,640.00)	(0.9%)
Total Change Orders (COs 1–25)	\$5,423,530.50	13.6%

Change Order 23 is proposed at \$357,075, while Change Order 24 is proposed at \$197,244. Both are included in the above table. Change Order 25 is under ongoing discussion with the Contractor.

As it stands, the overall project budget remains approximately \$180,000 below the amount

Council approved on August 19, 2025; that margin may be further reduced pending ongoing discussions with the Contractor regarding pending repair items.

CONCLUSION:

Approve Change Orders No. 23 and No. 24, and authorize staff to proceed with utilizing the full Police Station Construction Project budget of \$51,541,315.76 approved by Council on August 19, 2025, including access to the \$600,000 in Measure P funding held pending further Council direction.

ATTACHMENTS:

1. Change orders expanded detail

El Centro Police Station Construction Project — Change Order Line-Item Detail (COs 1

8/24/2026

CO No.	Item No.	Description	Line Item Total
1	PCCO 1	Delete requirement for Cost Loaded Schedule; use AIA G702/G703 pay apps instead (CREDIT)	(\$10,000)
2	PCCO 2	Remove additional asbestos-containing material discovered in South Wing during Phase 1 demolition (per RFI #058 / Nicklaus testing)	\$90,211
3	PCCO 3	Add (3) automatic vehicle access gates and (2) keypad man gates to final site logistics/security plan (PD request)	\$33,625
4	PCCO 5	ASI #001 Design Changes - mostly Concrete expense	\$191,564
5	PCCO 5	Maintain Police Dept. Facility Permanent Power During Construction	\$83,785
6	PCCO 6	Shooting Range Alternate	\$665,000
6	PCCO 6	Upgraded Range Equipment	\$38,000
6	PCCO 6	VE #1 - Generator (value engineering credit)	(\$50,682)
6	PCCO 6	VE #2 - Lighting Revisions (value engineering credit)	(\$27,000)
6	PCCO 6	VE #3 - Mullion Extension Eyebrows (value engineering credit)	(\$56,299)
6	PCCO 6	VE #4 - Delete Trailer Requirement (value engineering credit)	(\$22,000)
6	PCCO 6	Additional Turning Targets	\$19,484
6	PCCO 6	VE #5 - Deduct Restroom Tile (value engineering credit)	(\$43,173)
6	PCCO 6	VE #6 - ASI 002 modifications (value engineering credit)	(\$146,650)
6	PCCO 6	Add Exterior Guardrails - Patio	\$8,811
6	PCCO 6	Add Exterior EIFS - Patio	\$2,109
6	PCCO 6	Delete Underslab Insulation (value engineering credit)	(\$4,600)
7	PCCO 7	IID De-Energizing Cost	\$47,806
7	PCCO 7	Farrell Engineering Standby Cost	\$40,794
7	PCCO 7	Barnhart Reese Costs	\$5,360
8	PCCO 8	IID Engineering Fee	\$3,000

CO No.	Item No.	Description	Line Item Total
8	PCCO 8	Subcontractor Survey Fee	\$525
8	PCCO 8	IID Transformer Cost	\$117,747
8	PCCO 8	Barnhart Reese Fees	\$7,337
9	PCCO 9	Extend Building Pad 6' to East	\$44,942
9	PCCO 9	Re-Install Temp. Sewer	\$19,895
9	PCCO 9	Extend 6" Fire Water Line 6'	\$2,050
9	PCCO 9	Extend 6" Sewer	\$2,050
9	PCCO 9	Add Decomposed Granite	\$4,522
9	PCCO 9	Delete 6' of Masonry Wall	(\$5,222)
9	PCCO 9	Delete Asphalt Paving	(\$5,400)
9	PCCO 9	Add 6" Concrete Paving	\$3,960
9	PCCO 9	Barnhart Reese GC Fee + Bond	\$4,041
10	PCCO 10	Add Custom Triple Switch	\$184,140
10	PCCO 10	Barnhart Reese GC Fee	\$9,207
10	PCCO 10	Barnhart Reese GC Bond	\$1,933
11	PCCO 11	GMBI Furniture Quote	\$883,404
11	PCCO 11	Barnhart Reese GC Fee	\$44,170
11	PCCO 11	Barnhart Reese GC Bond (typo in CO)	\$9,276
12	PCCO 12	Russ Bassett Furniture Quote	\$182,718
12	PCCO 12	Barnhart Reese GC Fee	\$9,136
12	PCCO 12	Barnhart Reese GC Bond	\$1,918
13	PCCO 13	Added Machine Room + Relocation	\$11,459
13	PCCO 13	Updated Technology Sheets	\$3,711

CO No.	Item No.	Description	Line Item Total
13	PCCO 13	Added + Updated Steel	\$14,682
13	PCCO 13	Added ADA Bench in Shower	\$504
13	PCCO 13	Change Elevator Type	\$58,664
13	PCCO 13	Added Lights + Power	\$2,768
13	PCCO 13	Added Power for Mini Split	\$8,956
13	PCCO 13	Revised Feeders for Mechanical Units	\$13,388
13	PCCO 13	New Mini Split Units	\$8,394
13	PCCO 13	Barnhart-Reese Fee	\$6,126
13	PCCO 13	Barnhart-Reese Bond	\$1,286
14	PCCO 14	Reroute Gas Line (updated)	\$3,732
14	PCCO 14	Stake Gas Line Reroute	\$1,400
14	PCCO 14	Excavation Equipment	\$1,369
14	PCCO 14	GC Fee	\$325
14	PCCO 14	GC Bond	\$68
15	PCCO 15	Additional Over-Excavation Requirements	\$39,009
15	PCCO 15	GC Fee	\$1,950
15	PCCO 15	GC Bond	\$410
16	PCCO 16	Reinforcing Commitment	\$478
16	PCCO 16	Drywall Commitment / Soffits at Lockers	\$38,205
16	PCCO 16	Add Door Openings at Machine Rooms	\$13,523
16	PCCO 16	GC Fee	\$2,749
16	PCCO 16	GC Bond	\$549
17	PCCO 17	ASI #005 Changes - Oven/Stove Exhaust at Kitchen	\$25,195

CO No.	Item No.	Description	Line Item Total
17	PCCO 18	Avidex AV	\$400,788
17	PCCO 19	Day Wireless Relocation	\$163,508
17	PCCO 20	Site + Main St. Gas Line for Kitchen A208 Service and SoCal Gas Trench Work	\$45,389
17	PCCO 24	Window Shades	\$34,657
17	PCCO 26	Ceiling Paint - Fitness Room	\$5,841
17	PCCO 31	Public Lobby Turnstiles	\$111,069
18	PCCO 22	Permanent Keying	\$81,792
18	PCCO 27	Elevator Power Upsize	\$55,037
18	PCCO 29	Acoustical Wall Carpet	\$20,022
18	PCCO 30	ASI 008 (1 of 3) - Added Patio Area Floor Plan Modifications	\$78,598
18	PCCO 32	ASI 008 (3 of 3) - Backlit signage, patio underground gas line, and metal screen supports at south elevation (amounts apportioned across categories)	\$244,732
18	PCCO 33	Support Screens at Multipurpose Room for TVs	\$41,989
18	PCCO 34	Clean Agent System - B105	\$92,706
18	PCCO 36	Added CAT6 + Copper	\$13,811
19	PCCO 21	ASI 006 / PCCO#21 - Technology Drawing Updates, Upgraded Access Control, Door Hardware, Additional Card Readers + Equipment	\$141,292
19	PCCO 25	Fire Rated Walls	\$11,298
19	PCCO 28	Building A & B Foundation Changes	\$44,078
19	PCCO 35	Mechanical Unit Design Change (Daikin unit discontinued; Trane installed at higher cost)	\$71,382
19	PCCO 37	TIA #001	-
20	PCCO 41	Bldg. A Elevator Reinspection	\$10,553
20	PCCO 42	Chief of Police - Noise Mitigation	\$3,362
20	PCCO 43	Bathroom Accessories (owner provided)	\$14,552

CO No.	Item No.	Description	Line Item Total
20	PCCO 45	Lobby CMU Painting	\$8,377
20	PCCO 51	Fire Riser Rooms - Drainage	\$1,911
20	PCCO 52	Outer Armory Electrical	\$12,943
20	PCCO 53	Building B - B119 Hardware + ADA	\$2,790
20	PCCO 54	Brivo Subscription	\$4,088
20	PCCO 58	Building B - Ice Maker Drain	\$7,720
21	PCCO 61	Phase II Additional Asbestos Abatement, FFE Removal, Trash-Out	\$189,964
22	PCCO 59	Building A - Edge of Slab Correction	\$5,440
22	PCCO 60	Briefing Room Floor Boxes	\$13,733
22	PCCO 63	East Patio Parapet Wall	\$9,359
22	PCCO 64	Asbestos in Duct + Piping	\$8,104
22	PCCO 65	Mechanical Economizers - Added Power	\$15,653
22	PCCO 67	Ramp Material + Ramp Install at Spacesaver Area	\$14,497
22	PCCO 68	Automatic Vehicle Gate Emergency Power Hookup	\$8,170
22	PCCO 69	Depressed Slab Fill at Spacesaver Shelving	\$17,876
22	PCCO 70	Drywall Repairs + Repaint (related to GMBI furniture moving)	\$8,228
22	PCCO 71	Roof Screen Wall Painting to Match	\$7,618
22	PCCO 72	Building B - Structural Retrofit	\$7,276
22	PCCO 74	Day Wireless Console Grounding	\$2,774
22	PCCO 75	Service Yard - Structural Steel	\$2,880
22	PCCO 76	Added Wall Panels - Dispatch	\$3,129
23	PCCO 23	ASI #007	\$97,784
23	PCCO 49	Storefront Mullion	\$7,749

CO No.	Item No.	Description	Line Item Total
23	PCCO 50	MPR Podium	\$17,952
23	PCCO 66	Added FRP in K9	\$5,778
23	PCCO 73	Mechanical Support Corrections - Bldg B	\$11,627
23	PCCO 80	Recessed Lighting Control Panels	\$11,181
23	PCCO 82	Milling at Main St.	\$13,259
23	PCCO 84	East Vehicle Entry Changes	\$4,339
23	PCCO 86	East Fire Riser Gate + Guardrails	\$7,096
23	PCCO 89	Added Stainless Steel Scopes	\$10,392
23	PCCO 90	Vehicle Gate Improvements	\$5,262
23	PCCO 91	Brivo Subscription +90 Days	\$4,088
23	PCCO 92	FF&E Move + Reinstall	\$1,714
23	PCCO 93	CASp Corrections - Main Entry Ramp	\$9,945
23	PCCO 94	Owner Credit for Landscape	(\$7,286)
23	PCCO 95	Future Proofing for Cameras	\$39,744
23	PCCO 96	Vehicle Gate Pedestals	\$10,711
23	PCCO 97	Headquarters Hardware Changes	\$39,365
23	PCCO 98	Field Painting Pickets	\$13,205
23	PCCO 99	Concrete-Generator Pad	\$13,883
23	PCCO 100	Elevator Roof Lighting	\$2,273
23	PCCO 101	ASI 009 - Trash Enclosure	(\$950)
23	PCCO 102	ASI 011 - Coiling Door Changes	\$9,860
23	PCCO 103	11th Street Overtime Paving	\$11,317
23	PCCO 107	ASI 008 - Hardware Changes	\$16,787

CO No.	Item No.	Description	Line Item Total
24	PCCO 38	Interior gas piping routing building A wall repairs. Patio mains	\$17,977
24	PCCO 39	Misc. Electrical changes per RFI's and User requests.	\$54,124
24	PCCO 40	Clarification of use of Wall Hydrants vs. Hose bibs exterior walls	\$7,340
24	PCCO 46	Bureau Veritas Plan Check Fees	\$3,300
24	PCCO 48	Add Hard Lid Ceiling at Bldg B Elevator Machine Room	\$5,675
24	PCCO 55	Graphics and signage owner requests	\$10,461
24	PCCO 56	Additional work for Public Address System	\$12,045
24	PCCO 81	12th Street Changes. Additional milling/paving/concrete work	\$19,513
24	PCCO 83	11th Street Changes. Additional milling/paving	\$15,984
24	PCCO 85	Furring & Drivewall to cover exposed steel plates and bolts in lobbies	\$10,177
24	PCCO 88	Deinstall Bag Lockers form Bldg A and relocate to Bldg B	\$4,355
24	PCCO 105	Low Voltage Miscellaneous Changes - TV outlets low Audio Visual	\$12,569
24	PCCO 108	Site PV/Carport Future Proofing	\$21,477
24	PCCO 109	Owner equipment, fans, owner credit for podium	\$10,624
24	PCCO 110	PCCO 045 paint, price withdrawal due to glass conflict	(\$8,377)
Pending	PCCO 111	Not Authorized to proceed on GMBI change Order request user changes	(\$30,210)
Pending	PCCO 47	Broken Window Real Crime Room	\$3,167
Pending	PCCO 57	Building B Floor Finish Upgrade	\$106,875
Pending	PCCO ???	Lightning Rods	\$100,000
			-
Subtotals			\$5,423,531
% of Total Change Orders			



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-187)

Item: 4.

Meeting: 9/1/2026 3:00 PM

Department: Community Services

Category: Action Item

Prepared by: Leah Arellano, Executive
Assistant

Department Head: Adriana Nava

DOC ID: 2026-187

Authorization to go out to bid for Routine Security Guard Services for El Centro Public Facilities, as follows: El Centro Transfer Terminal, City Hall, Aquatic Center, Brett Driscoll Sidewinder Skate Park, Old Post Office Pavilion, Bucklin Park.

CITY MANAGER'S RECOMMENDATION:

Staff recommends that the City Council approve the Request For Proposals and authorize the Community Services Department to proceed with the bidding process.

FISCAL IMPACT:

It is anticipated the services performed under this security guard contract will be paid through Measure P Funds.

While the exact contract amount is unknown until bids are received, it is anticipated that the cost will be greater than in previous years due to the addition of the El Centro Post Office Pavilion and the expanded scope of work at existing facilities. The current contract amount is \$275,364 per year and does not include the Old Post Office Pavilion.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Recreation & Lifelong Learning

Community Health, Safety & Welfare

City Beautification, Engagement & Civic Pride

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

Due diligence will be conducted upon receipt of bids and prior to awarding the contract.

BACKGROUND:

The security services contract for the Transfer Terminal, City Hall, Aquatic Center, Brett Driscoll Sidewinder Skate Park and Bucklin Park will expire in June 2026 and is due for renewal. The current contractor, Securitas, has been providing services at these facilities, and a new contract is needed to ensure continuity of service.

In addition, the Old Post Office Pavilion currently does not have a security guard contract in place. With the new programs starting up throughout the day, it is important to have security services at the Old Post Office.

As it relates to the Old Post Office, the proposed contract will include security guard services for all public-facing areas, such as restrooms, lobbies, and other spaces accessible to the public.

DISCUSSION:

Attached to this report are the bid documents, which include the detailed scope of work for each facility listed below. The bid encompasses routine security guard services for the

following City of El Centro facilities:

- El Centro Transfer Terminal
- El Centro City Hall
- El Centro Old Post Office Pavilion
- El Centro Aquatic Center
- Brett Driscoll Sidewinder Skate Park

The bid package outlines the provision of security guard services, including all necessary labor, equipment, and contractor markup, as part of the base bid. The objective is to secure consistent, high-quality security services that ensure these public facilities remain safe and welcoming for all users.

CONCLUSION:

Staff recommends that the City Council approve the Request For Proposals and authorize the Community Services Department to proceed with the bidding process.

ATTACHMENTS:

1. RFP Security Guard Services 2026



City of El Centro
REQUEST FOR PROPOSALS

**ROUTINE SECURITY GUARD SERVICES FOR
EL CENTRO PUBLIC FACILITIES**

**El Centro Transfer Terminal, City Hall, Aquatic Center, Brett Driscoll
Sidewinder Skate Park, Old Post Office Pavilion, Bucklin Park**

RELEASE DATE: September 4, 2026

Contact Information:
City of El Centro
Community Services Department
375 S. First Street, El Centro, CA 92243
Adriana Nava, Community Services Director
(760) 337-4555

DUE DATE: October 5, 2026

**CITY OF EL CENTRO
REQUEST FOR PROPOSALS FOR SECURITY GUARD SERVICES
FOR PUBLIC FACILITIES:
EL CENTRO TRANSFER TERMINAL, CITY HALL DEPARTMENT, AQUATIC
CENTER, BRETT DRISCOLL SIDEWINDER SKATE PARK, OLD POST OFFICE
PAVILION, BUCKLIN PARK**

I. REQUEST FOR PROPOSAL & SPECIAL PROVISIONS

The City of El Centro (hereinafter referred to as the “City”) is seeking qualified security guard service firms (hereinafter referred to as the “Contractor”) to submit proposals to provide security services for the El Centro Transfer Terminal, City Hall, Aquatic Center, Brett Driscoll Sidewinder Skate Park, Old Post Office Pavilion and Bucklin Park. The scope of work, proposal requirements, and selection process are outlined in this Request for Proposal (“RFP”). A detailed description of the required services is provided in **Exhibit A**. The City intends to enter into an agreement with the selected Contractor as soon as City approval is obtained.

II. BACKGROUND

The City of El Centro is located in Imperial County, approximately 10 miles north of the border with Mexico and 117 miles east of San Diego. The City of El Centro has a current population of 46,007 per the State’s Department of Finance. The City is a Charter City and operates under the council-manager form of government. The City is intersected by State Route 86, which is maintained by Caltrans, including its signal lights.

III. SCOPE OF SERVICES AND COSTS

The City of El Centro is seeking proposals from qualified and licensed security guard service providers to furnish professional security services for various City-owned facilities and events. The selected contractor will be responsible for providing trained personnel to ensure the safety and security of City property, staff, visitors, and program participants.

Services may include, but are not limited to, routine patrols, monitoring of public areas, access control, incident reporting, crowd management, and emergency response assistance.

The Contractor shall demonstrate experience in providing municipal or governmental security services and must maintain all required licenses, certifications, and insurance coverage in accordance with California law. All security personnel assigned to City facilities shall present a professional appearance, maintain appropriate conduct, and comply with all City policies and procedures.

Exhibit A shall include the price for each item of the scope of work/overall daily/weekly/monthly.

The Contractor must be able to represent that it is skilled to perform the services and duties

requested hereunder, and the City relies upon the skills and knowledge of the Contractor. The Contractor shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar services in the State of California.

All employees must be trained as licensed as required by the California Department of Industrial Relations.

TERM:

The term of this agreement shall be for two (2) years, with the option for the City to exercise up to three (3) additional one-year extensions at the same rate, subject to satisfactory performance and mutual agreement.

IV. TENTATIVE RFP DATES:

Below is the anticipated schedule for this project:

Schedule	Date
Request for Proposal Posting/Mailing	September 4, 2026
Mandatory field visit	September 14, 2026
Written Question Deadline	September 21, 2026 at 5:00 pm
Submittal Deadline	October 5, 2026 at 5:00 pm
Tentative Interview (if necessary)	October 12, 2026
Tentative Final Selection/Negotiation	October 16, 2026
Tentative City Council Award	November 3, 2026
Tentative Contract Effective Date	December 1, 2026

V. SUBMITTAL GUIDELINES AND REQUESTED INFORMATION

Four (4) hard copies of the proposal shall be submitted in a sealed envelope with the caption Request for Proposals for Routine Security Guard Services for El Centro Public Facilities.

All proposals must be delivered by the deadline date to:

City of El Centro

Attention: Community Services Department Adriana Nava, Director
1249 West Main Street El Centro, CA 92243

In a separate envelope, submit a hard copy of the Fee Schedule. Ensure it is delivered to the same address and by the same deadline in a sealed envelope clearly marked as:

Fee Proposal for Security Guard Services

Attn: Adriana Nava, Community Services Director

*****All submitted documents are public documents, will become part of the City's official files, and will not be returned. *****

All proposals shall be received on **October 5, 2026 by 5:00pm**. Emails and facsimiles will not be accepted. Inquiries regarding this Request for Proposals should be directed to Adriana Nava, Community Services Director at anava@cityofelcentro.org prior to **September 21, 2026**, by 5:00pm.

The proposal will be used to evaluate the firm's capability. Therefore, it should be complete and accurate. The proposal should include, at a minimum, the following information:

- A letter of introduction that summarizes the key points of the proposal and includes the name, address, and phone number of the person who is authorized to represent the firm.
- Contractor and Organization: General Contractor information including number of employees, location of Contractor headquarters and branch offices, number of years in business and organization, disciplines, and staffing. Identify the branch office for this project and related experience in the area.
- Overall approach to providing security guard services, including understanding of work, work plan, and Contractor capabilities. Indicate the number of security guard staff assigned to each facility and provide the size and composition of the work crew for each location.
- Equipment and Resources: Provide a listing of equipment and related resources that will be available to deliver the requested security guard services.
- List of the municipalities/organizations/businesses to which the firm has provided similar services, including date of service, scope, and contact information (name, position, and telephone number).
- Resumes of key personnel who will be assigned to this project.
- List of references.

The Contractor's proposed fee schedule for the work shall be submitted in a separate sealed envelope with the proposal marked "Proposed Fee Schedule." Fees quoted will apply to the term of the Agreement and any extension thereof.

VI. CONTRACTOR SELECTION

The City's Community Services Department and staff will evaluate the proposals. The City may interview the top Contractors whose qualifications most closely match the requirements of this Request for Proposal and the needs of the City. Staff will rank the Contractors and submit their recommendations to the City Council. At a public meeting, the City Council will make the final decision and enter into an Agreement prepared by the City for the desired work. That Agreement will include a detailed scope of work and a payment for services scheduled based upon the proposal. The Contractor will be required to execute the Agreement in the form attached to this RFP as **Exhibit "B"**.

All costs for preparing the proposals are the sole responsibility of the Contractor. The City reserves the right to reject any or all proposals, request additional information for clarification, accept or negotiate modifications to any proposal following the deadline for receipt of the proposal, and waive any irregularity if such serves the City's best interest.

VII. SELECTION CRITERIA

The City may use the following criteria in the selection of the Contractor. Total Points: 100

1. Understanding of Work- 25 points
2. Work Plan- 15 points
3. References
4. Capabilities of the Contractor and proposed staff. Indicate the number of security guard staff assigned to each facility for each location- 25 points
5. Cost- 20 points

The City may require Contractors to participate in additional rounds of refining submittals prior to the ultimate selection. These rounds could encompass revisions to the submittal criteria. Fees will be reviewed and negotiated following the selection of the qualified firm.

EXHIBIT "A"
SCOPE OF SECURITY GUARD SERVICES AND COSTS

Facility: El Centro Transfer Terminal
Location: 139 S. 7 th St.
Number of Unarmed Guards: 1
Scope Description:
• Service Monday-Friday 10:00 am-6:00 pm • Holiday Schedule to match Imperial Valley Transit schedule • Provide a visible security presence at the Transit Terminal and assigned surrounding areas. • Security Guard is to be stationed inside of Transfer Terminal premises. • Conduct routine foot patrols of the Terminal Parking Areas, Bus Loading Zones, Restrooms and surrounding public areas. • Observe and report suspicious activity such as smoking, alcohol use, vandalism, graffiti, trespassing or violations of facility rules. • Prepare written incident reports documenting accidents, disturbances, suspicious activity, property damage and other incidents occurring during assigned shifts. • Opening public restrooms for bus riders and as requested • The security guard must maintain clear and effective communication with local public safety agencies, including police, fire, emergency medical services and City staff, as necessary to ensure the safety and security of the facility, and visitors.
Price:

Facility: Aquatic Center/Brett Driscoll Sidewinder Skate Park
Location: 540 Park Ave.
Number of Unarmed Guards: 1
Scope Description:
• Service Monday-Sunday 7:00 pm-11:00 pm • Service to be provided during holidays • The security guard shall rotate between facilities at a minimum of every 60 minutes. • Provide a visible security presence at the Aquatic Center/Skate Park during operational hours. • Monitor entrances, exits, parking lots, and surrounding facility grounds. • Observe and report unsafe behavior, suspicious activity such as smoking, alcohol use, vandalism, graffiti etc., trespassing or violations of facility rules, and disturbances. • The security guard must maintain clear and effective communication with local public safety agencies, including police, fire, emergency medical services and City staff, as necessary to ensure the safety and security of the facility, and visitors. • Monitor for unauthorized entry after operating hours. • Prepare written incident reports documenting accidents, disturbances, suspicious activity, property damage and other incidents occurring during assigned shifts.
Price:

Facility: Old Post Office Pavilion
Location: 230 S. 5 th St.
Number of Unarmed Guards: 1
Scope Description:
• Provide a visible security presence during operating hours, programs, rentals, classes, exhibits and special events. (Monday -Thursday, 4pm-8pm) • Assist in maintaining a safe and professional environment for City employees, visitors and members of the public. • Assist in maintaining a safe and welcoming, family friendly environment for participants, instructors, City staff, visitors and members of the public. • Monitor entrances, exits, parking areas, and surrounding facility grounds to ensure safety, security, and unobstructed access throughout the property. • Observe and report unsafe behavior, suspicious activity such as smoking, alcohol use, vandalism, graffiti etc., trespassing or violations of facility rules, and disturbances. • The security guard must maintain clear and effective communication with local public safety agencies, including police, fire, emergency medical services and City staff, as necessary to ensure the safety and security of the facility, and visitors. • Prepare written incident reports documenting accidents, disturbances, suspicious activity, property damage and other incidents occurring during assigned shifts.
Price:

Facility: Bucklin Park
Location: 1350 S. 8th St.
Number of Unarmed Guards: 1 in the morning 2 in the evening
Scope Description:
• Services provided (Monday through Sunday 1 unarmed guard 4:00 am-8:00 am and 2 unarmed guards 6:30 pm -10:30 pm). • Service Monday-Friday 10:00 am-6:00 pm • Provide a visible security presence at the Park and assigned surrounding areas. • Conduct routine foot patrols of the entire Park, Restrooms, Parking Lot and surrounding public areas. • Observe and report suspicious activity such as smoking, alcohol use, vandalism, graffiti etc., trespassing or violations of facility rules. • Prepare written incident reports documenting accidents, disturbances, suspicious activity, property damage and other incidents occurring during assigned shifts. • The security guard must maintain clear and effective communication with local public safety agencies, including police, fire, emergency medical services and City staff, as necessary to ensure the safety and security of the facility, and visitors • The security company will be responsible for providing a cool, climate-controlled space for the security guard, as well as a vehicle equipped with air conditioning for use while performing security duties.
Price:

SCOPE OF WORK

GENERAL: The overall scope of services will include the presence of security personnel to provide security services at the El Centro Transfer Terminal, City Hall, Aquatic Center, Brett Driscoll Sidewinder Skate Park, Old Post Office Pavilion, and Bucklin Park. Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks set forth in Exhibit A – City-issued Request for Proposals. Such proposal is incorporated solely for the purpose of describing the scope of services, and no other terms or conditions contained therein shall apply to this Agreement unless specifically agreed to in writing by the parties.

The work to be performed shall include all items listed in this scope of work, including, but not limited to, the following:

- Maintain a visible security presence to assist in promoting a safe and orderly environment for staff, visitors, and members of the public.
- Monitor assigned facilities and surrounding areas for suspicious activity, unauthorized access, safety hazards, vandalism, theft, or disturbances.
- Report any suspicious, unsafe, or illegal activities occurring at City facilities immediately to the Recreation Supervisor or their designee and, when appropriate, contact local law enforcement or emergency services.
- Conduct regular patrols and inspections of assigned areas, including buildings, parking lots, restrooms, recreational spaces, and other public-access areas.
- Regularly inspect the area for graffiti, vandalism, or property damage. If observed, the on-site supervisor shall promptly notify the Recreation Supervisor or their designee and document the findings.
- Assist with enforcing City rules, regulations, and facility policies in a professional and courteous manner.
- Provide incident documentation and written reports for any accidents, injuries, disturbances, property damage, suspicious activity, or other significant events occurring during assigned shifts.
- Respond appropriately to emergencies and assist with evacuation procedures, crowd management, or coordination with emergency responders as necessary.
- Ensure security personnel maintain professional conduct, proper uniform attire, and all licenses or certifications required under applicable California law.
- Maintain communication with designated City staff regarding operational concerns, incidents, scheduling matters, or public safety issues.
- Perform services in a manner that minimizes disruption to City operations and public use of facilities.

-END OF SCOPE OF WORK-
EXHIBIT "B"
SAMPLE AGREEMENT

EXHIBIT B
SAMPLE AGREEMENT
AGREEMENT BETWEEN THE CITY OF EL CENTRO FOR SECURITY
GUARD SERVICES FOR PUBLIC FACILITIES:
EI CENTRO TRANSFER TERMINAL, CITY HALL, AQUATIC CENTER,
BRETT DRISCOLL SIDEWINDER SKATE PARK, OLD POST OFFICE
PAVILION, BUCKLIN PARK

THIS Agreement is made and entered into by the City of El Centro ("City") and _____, ("Contractor") to provide _____ security services at _____. The City and Contractor jointly may be referred to as the Parties.

RECITALS

The City wishes to retain the services of a professional firm to provide _____ security services as defined in this Agreement; and

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

ARTICLE I

SECURITY SERVICES

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services.

The overall scope of services will include the presence of a security guard to provide security services at the _____. Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks set forth in Exhibit A- City-issued Request for Proposals, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

1.2 Task Administrator.

The _____ is the task administrator for this Agreement. The Contractor shall provide the security services under the direction of a designated representative of the office of the _____. The City's designated representative will communicate with the Contractor on all matters related to the administration of this Agreement and the Contractor's performance of the security services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise.

1.3 City Modification of Scope of Services.

The City may, without invalidating this Agreement, order changes in any task by altering, adding to or deducting from the security services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Contractor's cost of, or the time required for, the performance of any of the security services, the Contractor shall so notify the City. If appropriate, an equitable adjustment to the Contractor's compensation and time for performance may be made, provided that any adjustment must be approved by both Parties in writing.

1.4 Written Authorization.

Prior to performing any security services in connection with the task, the Contractor shall obtain from the City a written authorization to proceed. The Contractor shall advise the City in writing immediately of any anticipated change in any task, Fee Schedule, or Time Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Contractor from its duty to render all security services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services.

All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor with the City's prior written authorization. The Contractor, its officers, employees or agents shall not without prior written authorization from the City Manager or his designee, or as requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

Contractor promptly shall notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party regarding this Agreement and the work performed hereunder, unless the City is a party to any lawsuit, arbitration or administrative proceeding connected to such discovery, or unless Contractor is prohibited by law from information the City of such discovery. City retains the right, but has not obligation to represent Contractor and/or to be present at any deposition, hearing or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discover requests provided by Contractor. However, City's right to review any such response does not imply to mean the City's right to control, direct or rewrite such response.

All security services performed by the Contractor, including but not limited to daily activity logs and incident reports, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party

without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Contractor, at the time that it was disclosed to the Contractor by the City, (b) subsequently becomes publicly known through no act or omission by the Contractor, or (c) otherwise becomes known to the Contractor other than through disclosure by the City.

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement.

This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and shall terminate two years after the effective date or upon termination pursuant to Section 2.6-2.9 of this Agreement. The parties may by mutual written consent extend the term of this Agreement upon the same terms and conditions as set out herein.

2.2 Schedule.

Contractor shall provide services in accordance with the schedule approved by the City based on operating conditions, hours of service, and special circumstances. The City reserves the right to change assignment duties, schedules, locations or number of Security Guards assigned to the site. The approved shift schedule shall take into consideration hours of service, varying ridership patterns (i.e., peak vs. off-peak, special events, and emergencies), regular occurrences as pertains to local vehicular traffic activity, and incidents that affect operations. Such changes will be communicated to Contractor in a manner that provides Contractor with a reasonable amount of time to implement the requested changes.

2.3 Notification of Delay.

The Contractor shall immediately notify the City in writing of any delay in completion of the security services. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If the delay affects a material part of the task, the City may exercise its rights under Sections 2.5-2.9 of this Agreement.

2.4 Delay.

If delays in the performance of the security services are caused by unforeseen events beyond the reasonable control of Contractor, such delay shall entitle Contractor to an equitable adjustment of its time for performance, fee, or both. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Contractor's work; inability to obtain materials, equipment or labor; required additional security services; or other specific reasons agreed to between the City and the Contractor; provided, however, that (a) this provision shall not apply and the Contractor shall not be entitled to an extension of time for a delay caused by the acts or omissions of the Contractor; and, (b) that a delay caused by the inability to obtain personnel shall not entitle the Contractor to an extension of

time unless the Contractor furnishes the City, in a timely manner, documentary proof, to the City's satisfaction, of the inability to obtain personnel.

2.5 City's Right to Suspend for Convenience.

The City may, at its sole option and for its convenience, suspend all or any portion of the Contractor's performance of the security services, for a reasonable period of time not to exceed six (6) months. In accordance with the provisions of this Agreement, the City will give written notice to the Contractor of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Contractor a sum equivalent to the reasonable value of the security services the Contractor has performed up to the date of suspension as determined pursuant to Exhibit A. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Contractor. The City may then require the Contractor to resume performance of the security services in compliance with the terms and conditions of this Agreement; provided, however, that the Contractor shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience.

The City may, at its sole option and for its convenience, terminate all or any portion of the security services agreed to pursuant to this Agreement by giving written notice of such termination to the Contractor. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the security services shall be effective upon receipt of the notice by the Contractor. For services rendered in completing the work, the Contractor shall be entitled to payment for the security services performed by the Contractor before the effective date of termination as determined pursuant to Exhibit A.

2.7 Contractor's Right to Terminate for Convenience.

The Contractor may, at its sole option and for its convenience, terminate all or any portion of the security services agreed to pursuant to this Agreement by giving written notice of such termination to the City. Such notice shall be delivered by certified mail with return receipt for delivery to the Contractor. The termination of the security services shall be effective upon receipt of the notice by the City. After termination of this Agreement, the Contractor shall complete any and all additional work necessary for the orderly filing of documents and closing of the Contractor's security services under this Agreement. For services rendered in completing the work, the Contractor shall be entitled to payment for the security services performed by the Contractor before the effective date of termination as determined pursuant to Exhibit A. By accepting payment for completion, the Contractor discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.8 City's Right to Terminate for Default.

If the Contractor substantially fails to perform or adequately perform any material obligation required by this Agreement, the Contractor's failure constitutes a default. If the Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from the City specifying the nature of the default, the City may immediately cancel and/or

terminate this Agreement, and terminate each and every right of the Contractor, and any person claiming any rights by or through the Contractor under this Agreement. The rights and remedies of the City enumerated in Section 2.8 are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Contractor.

2.9 City's Right to Terminate for Bankruptcy or Assignment for the Benefit of Creditors.

If the Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to or demand upon the Contractor, immediately cancel and/or terminate this Agreement, and terminate each and every right of the Contractor, and any person claiming any rights by or through the Contractor. The rights and remedies of the City enumerated in Section 2.9 are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Contractor.

2.10 Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the members of the community, Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

ARTICLE III

COMPENSATION

3.1 General.

The City shall pay the Contractor for all the security services and all expenses related to performance under this Agreement, in an amount as set forth in the Fee Schedule attached and incorporated as Exhibit B. The Contractor shall be entitled to compensation for the security services under this Agreement, whether within the scope of work or as Additional Services, based on the Fee Schedule. Costs and fees shall be valid for at least the first year services are provided to the City and may be adjusted no more than annually thereafter as with the consent of the City.

3.2 Availability of Funds.

It is expressly understood and agreed that the obligation of the City to proceed under this agreement is conditioned upon the appropriation of funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, the City shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

3.3 Manner of Payment.

The Contractor shall bill all fees and expenses incurred in accordance with this Agreement directly to the City on a monthly basis. Contractor agrees to submit invoices to the City that contain a detailed account of each billing. Contractor is classified as an independent contractor and not a contractual employee of the City. As such, any compensation due and payable to Contractor will be paid as gross amounts.

3.3.1 Payments.

The Contractor shall submit one invoice per calendar month for work performed in accordance with the Fee Schedule. Undisputed portions of invoices to the City must be in accordance with the Fee Schedule and generally will be payable if approved, within thirty calendar days of receipt.

3.4 Additional Services.

If the City requires additional security services beyond the task, the Contractor will be paid an additional fee. Additional Services shall be in accordance with the rates provided in the Fee Schedule. The City and the Contractor must agree in writing upon such fee prior to the Contractor beginning the Additional Services.

3.5 Eighty Percent Notification.

The Contractor shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement.

3.6 Rate Schedule.

Rates shall include all support services in effect for the security guard including, but not limited to, benefits, licensing, certifications, dispatching, administration, and any other overhead costs etc. The rates listed shall be used to bill all services by the CONTRACTOR. No other fees or charges will be reimbursed by the CITY. **Note that if additional facilities are added by the CITY, the selected PROPOSER will provide services at additional locations for the same base rate.**

This rate schedule shall be included with all RFP submittals:

Personnel/Equipment: Armed/Uniformed

Rate:

Security Guard/Armed/Uniformed \$ _____ per hour

Security Guard Holidays/Armed/Uniformed \$ _____ per hour

Personnel/Equipment: Unarmed/Uniformed

Rate:

Security Guard/Unarmed/Uniformed \$ _____ per hour

Security Guard Holidays/Unarmed/Uniformed \$ _____ per hour

Additive Alternative (TBD by City)

Patrol Vehicle \$ _____ per hour

**ARTICLE
CONTRACTOR'S OBLIGATIONS**

IV

4.1 Industry Standards.

In addition to the Contractor's covenants described in Article VI hereof, the Contractor agrees that the security services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional security firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the City Manager, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, and good security practices.

4.1.1 Licenses.

At all times during the term of this Agreement and any extension thereof, Contractor shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Contractor's premises to review and audit the Contractor's compliance with the provisions of this Agreement. The City's audit rights include but are not limited to the right to inspect and copy, and to retain copies, outside of the Contractor's premises, of any and all records with appropriate safeguards, if such retention is deemed necessary by City in its sole discretion.

This information shall be kept by the City in strictest confidence allowed by law.

4.2.2 Audit. The City's audit rights include the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Contractor is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's may examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.1.1 Accounting Records. The Contractor shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Contractor shall make available to the City for review and audit financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. These records shall be made available during the term of the contract. Upon the City's request, the Contractor shall submit exact duplicates of originals of all requested records to the City at Contractor's cost.

4.3 Insurance.

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this agreement.

4.4 Non-Discrimination Requirements.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of personnel, vendors or suppliers. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Contractor and any employees, vendors and suppliers.

4.5 Drug-Free Workplace.

The Contractor agrees to ensure a drug free work place. The Contractor shall certify to the City that it will provide a drug-free workplace by submitting a Contractor Certification for a Drug-Free Workplace form.

4.5.1 Contractor's Notice to Employees. The Contractor shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.5.2 Drug-Free Awareness Program. The Contractor shall establish a drug-free

awareness program to inform employees about all of the following:

4.5.2.1 The dangers of drug abuse in the work place.

4.5.2.2 The policy of maintaining a drug-free work place.

4.5.2.3 Available drug counseling, rehabilitation, and employee assistance programs.

4.5.2.4 The penalties that may be imposed upon employees for drug abuse violations.

4.5.3 Posting the Statement. In addition to Section 4.7.1 above, the Contractor shall post the drug-free policy in a prominent place.

4.6 Product Endorsement.

The Contractor acknowledges and agrees that any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

4.7 Conflict of Interest.

The Contractor is subject to all applicable federal, state and local conflict of interest laws, regulations and policies applicable to its contract with the City and procurement practices related to such contract, including but not limited to California Government Code sections 1090, etc. seq. and 81000, et. seq. Contractor may be required to complete one or more statements of economic interest disclosing relevant financial interests as determined by Exhibit D, Contractor's Statement of Financial Interest, attached and incorporated as if fully set forth herein. City may amend Exhibit D from time to time. Upon the City's request, the Contractor shall submit the necessary supplementary documentation to the City.

4.7.1 The Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

4.7.3 The Contractor's personnel shall not accept gratuities or any other favors from any members of the community that utilize the transit services.

4.7.4 If the Contractor violates any conflict of interest laws or any of these provisions in Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to the City for attorney fees and all damages sustained as a result of the violation.

4.7.5 Contractor covenants that neither he/she nor any officer or principal of his/her firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed as an officer, employee, or agent.

4.7.6 Undue Influence. Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this subsection shall be a material breach of the Agreement entitling the City to any and all remedies at law or in equity.

4.8 Mandatory Assistance.

If a third party dispute or litigation, or both, arises out of, or relates in any way to the security services provided under this Agreement, upon the City's request, the Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.9 Compensation for Mandatory Assistance.

The City may compensate the Contractor for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3.

4.10 Attorney Fees related to Mandatory Assistance.

In providing the City with dispute or litigation assistance, the Contractor or its agents, officers, and employees may incur expenses and/or costs. The Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable.

ARTICLE V CITY'S OBLIGATIONS

5.1 Ownership of Documents.

Contractor shall maintain complete and accurate records relating to the performance of services under this Agreement. Contractor shall maintain records of services in sufficient detail to permit an evaluation of such services. This Section shall apply whether the Contractor's security services are terminated: (a) by the completion of the assignment, or (b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the Contractor shall have the right to make copies of all such records at Contractor's sole expenses. All records and supporting documents shall be maintained by Contractor for a minimum of three (3) years after the date of final payment, and longer if requested by the provisions of applicable laws or regulations or as requested by the City.

Upon completion, termination or suspension of the Agreement, all original records and other documents prepared in the course of providing the security services pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without of the permission of the Contractor. With respect to computer files,

Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files.

5.2 Employment of City Staff.

This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Contractor employs an individual who, within the last twelve (12) months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or City Manager in connection with the selection of the Contractor.

ARTICLE VI INDEMNIFICATION

6.1 Indemnification for Professional Liability.

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel fees and costs for counsel acceptable to City, caused in whole or in part by the negligence, recklessness, or willful misconduct of Contractor, its officers, agents, or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of (or failure to perform) security services under this Agreement. The parties expressly agree that this indemnity provision does not include, and in no event shall Contractor be required to assume, any obligation or duty to defend any claims, causes of action, demands, or lawsuits in connection with or arising out of this Agreement or the services rendered by the Contractor.

6.2 Indemnification for Other than Professional Liability.

Other than in the performance of or failure to perform professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, including legal counsel fees and costs for counsel acceptable to City, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to the performance of or failure to perform under this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, or employees.

6.3 General Indemnification Provisions.

Contractor shall obtain executed indemnity agreements with provisions identical to those set forth here in this Article from any 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 as required here, Contractor agrees to be fully responsible

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

6.4 Duty to Defend

Except where the law establishes a professional standard of care for Contractor's services, in the event the City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit or other adversarial proceeding arising from the performance of or failure to perform the Consulting Services encompassed by this Agreement, and upon demand by City, the Contractor shall have an immediate duty to defend the City at Contractor's cost or at City's option, to reimburse the City for its costs of defense, including for attorney's fees and costs incurred in the defense of such matters. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence of the City or its officers, employees or agents, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Contractor 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.

ARTICLE VII MISCELLANEOUS

7.1 Notices.

In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, first class, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: **Main Street El Centro, CA 92243** and notice to the Contractor shall be addressed to

7.2 Headings.

All article headings are for convenience only and shall not affect the interpretation of this Agreement.

7.3 Non-Assignment.

The Contractor shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and

is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

7.4 Independent Contractors.

The Contractor shall be and at all times remain independent contractors and not agents of the City. The personnel performing the services under this Agreement on behalf of the Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Any provisions of this Agreement that may appear to give the City any right to direct the Contractor concerning the details of performing the security services, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City or bind City in any manner. No employee benefits shall be available to Contractor in connect with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

7.5 Contractor for Security Services.

It is understood that this Agreement is for unique security services. Retention of the Contractor's security services is based on the particular professional expertise of the individuals rendering the services set forth.

7.6 Covenants and Conditions.

All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.

7.7 Compliance with Controlling Law.

The Contractor shall keep itself informed of State and Federal laws and regulations that in any manner affect those employed by it or the performance of this Agreement. The Contractor shall at all times observe and comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

7.8 Jurisdiction, Venue, and Attorney Fees.

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of Imperial, State

of California.

7.9 Successors in Interest.

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

7.10 Integration.

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, or written pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force and effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by either Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

7.11 Counterparts.

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

7.12 No Waiver.

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

7.13 Severability.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

7.14 Municipal Powers.

Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a charter city of the State of California.

7.15 Drafting Ambiguities.

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision that is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

7.16 Signing Authority.

The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

7.17 Conflicts Between Terms.

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the City Council of the City of El Centro, acting by and through City Manager, pursuant to Resolution No. 22- , authorizing such execution, and by the Contractor.

THE CITY OF EL CENTRO

By: City Manager

Date: _

I HEREBY CERTIFY I can legally bind that I have read all of this Agreement, this_

_____ day of_

_____, 2026.

By: _

Authorized
Representative

Print Name _

Title: _

Date: _

I HEREBY APPROVE the form and legality of the foregoing Agreement this_

day of

_____, 2026.

APPROVED AS TO FORM:
Office of the City Attorney

EXAMPLE

EXHIBIT "C"
INSURANCE REQUIREMENTS

EXHIBIT "C"

INSURANCE REQUIREMENTS

VIII. INSURANCE

- A. The successful Contractor must be able to meet, at a minimum, the insurance requirements set out as Exhibit "C" to the sample form of Agreement and summarized as follows.
- B. Insurance Requirements. Contractor shall provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the term of this Agreement, 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, its agents, representatives or employees. Insurance is to be placed with insurers with a Best rating of no less than A:

VII. Contractor shall provide the following scope and limits of insurance:

- (i) Minimum Scope of Insurance. Coverage shall be at least as broad as:
- (i) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001.
 - (ii) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including Code 1 "any auto" and endorsement CA0025, or equivalent forms subject to the written approval of the City.
 - (iii) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all employees providing services on behalf of the Contractor and all risks to such persons under this Agreement.
- (ii) Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:
- (i) Commercial General Liability: Commercial General Liability Insurance, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.
 - (ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- (iii) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

- (iii) Umbrella or Excess Liability Insurance.

- (iv) Umbrella or Excess Liability Insurance.

A. CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance policy with limits at least as broad as the commercial general liability coverage 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, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions: A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 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.

B. Other Provisions. Insurance policies shall contain the following provisions:

- (i) All Policies. No insurance policy shall be suspended, or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Clerk, City of El Centro, 1275 W. Main Street, El Centro CA 92243. Contractor agrees to provide City with thirty (30) days prior written notice of any reduction in coverage or limits, and/or the suspension or voiding of any coverage required herein. Notice shall be sent pursuant to subsection (1) above.

- (ii) General Liability and Automobile Liability Coverage's.

- (a) City, its officers, agents, and employees are to be covered as additional insured as respects: premises owned, occupied or used by Contractor, or automobiles owned, leased or hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, or employees.
- (b) Contractor's insurance coverage shall be primary insurance as respect to City, its officers, officials, and employees. Any insurance maintained by City, its officers, officials, or employees shall apply in excess of, and not in contribution with, Contractor's insurance.

- (c) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (d) Waiver of subrogation in favor of the City.
 - (iii) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, and employees for losses arising from work performed by Contractor for City.
- C. Other Requirements. The Contractor selected shall deposit with City, at or before the effective date of the Agreement, endorsed certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
 - (i) Contractor shall furnish certificates and endorsements from each sub-Contractor identical to those Contractor provides.
 - (ii) Any deductibles or self-insured retentions must be declared to and approved by City.
 - (iii) City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of City, the insurance provisions in this contract, form, and amount are insufficient, an increase may be required to provide adequate protection. City's requirements shall be reasonable and based on available insurance coverage, but shall be designated to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.
 - (iv) The procurement of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder or other requirements of the Agreement.
- D. Indemnification: In addition to liability insurance, the following indemnification is required:

Contractor shall indemnify, protect, defend and hold harmless the City and its officers, employees, agents, and volunteers against any and all claims or actions arising from any claim, demand or judgment for personal injury, wrongful death and/or property damage arising out of Contractor's alleged negligent acts, errors or omissions and for any claim therefore, including City's attorney fees. The provisions of this section shall not be deemed satisfied by the requirements of

liability insurance required by the Agreement.

EXHIBIT "D"
LEVINE ACT STATEMENT

Levine Act Statement

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

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

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

Michael Crankshaw
Claudia Camarena
Sylvia Marroquin
Marty Ellett
Sonia Carter

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

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

DATE

(SIGNATURE OF CONSULTANT)

Revised January 2026



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-298)

Item: 5.

Meeting: 9/1/2026 3:00 PM

Department: Human Resources

Category: Resolution

Prepared by: Dulce Bedolla, Human
Resource Director

Department Head: Robert Sawyer

DOC ID: 2026-298

**Establishing terms and conditions of employment for the Human Resources
Director.**

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF HUMAN RESOURCES DIRECTOR JANUARY 1, 2026, THROUGH DECEMBER 31, 2028.

FISCAL IMPACT:

Compensation of this resolution will be paid through by the General Fund

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

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

BACKGROUND:

Pay increases for the Human Resources Director as discussed by City Council.

DISCUSSION:

The modified terms and conditions as per the attached resolution are being presented to City Council for final approval:

1. Three-year agreement, January 1, 2026 through December 31, 2028
2. Monthly Salary: \$13,750.
3. 2% cost-of-living adjustment in January 2026, July 2026, July 2027 and July 2028.
4. Christmas Eve and New Year's Eve as full day holidays
5. Bilingual pay to \$50 per pay period

CONCLUSION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF HUMAN RESOURCES DIRECTOR JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

ATTACHMENTS:

1. Human Resources Director Reso 26

RESOLUTION 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EL CENTRO, CALIFORNIA, ESTABLISHING THE
TERMS AND CONDITIONS OF EMPLOYMENT FOR
THE POSITION OF DIRECTOR OF HUMAN
RESOURCES FOR JANUARY 1, 2026 THROUGH
DECEMBER 31, 2028

WHEREAS, Dulce Bedolla (the “Employee”) was duly appointed to the position of Director of Human Resources pursuant to Resolution No. 21-93; and

WHEREAS, currently, the Director of Human Resources is compensated pursuant to Resolution No. 22-82; and

WHEREAS, this Resolution provides the compensation for the position of Director of Human Resources and constitutes a contract of employment between the Employee and the City of El Centro (the “City”) and is approved and adopted at an open session regular meeting of the City Council of the City of El Centro, California (the “City Council”); and

WHEREAS, in light of the foregoing facts, the City Council finds that the adoption of this Resolution establishing the terms and conditions of employment for the Employee 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. Recitals. The foregoing recitals are true, correct and incorporated fully herein as findings.
2. Term. Resolution No. 22-82 is hereby rescinded. The term of this Resolution shall be from January 1, 2026 through December 31, 2028.
3. Exempt Position. The Director of Human Resources is an at-will, Fair Labor Standards Act (“FLSA”) exempt position and therefore not eligible to earn overtime wages. The Employee is expected to work as many hours per day as necessary to fulfill the responsibilities of the Director of Human Resources position.
4. Salary.
 - a. Base Salary. Effective retroactively to the first full pay period in January 2026, the Employee shall receive a base salary of fifteen thousand (\$13,750) per month for the administrative services rendered to the City.
 - b. January 2026 COLA. Effective retroactively to the first full pay period in January 2026, the Employee will receive a 2% Cost of Living Adjustment (“COLA”), calculated on the Employee’s base salary as of the first full pay period in January 2026.

- c. July 2026 COLA. Effective retroactively to the first full pay period in July 2026, the Employee will receive a 2% COLA, calculated on the Employee's base salary as of June 30, 2026.
 - d. July 2027 COLA. Effective the first full pay period in July 2027, the Employee will receive a 2% COLA for fiscal year 2027/2028, calculated on the Employee's base salary as of June 30, 2027.
 - e. July 2028 COLA. Effective the first full pay period in July 2028, Employee will receive a 2% COLA for fiscal year 2028/2029, calculated on the Employee's base salary as of June 30, 2028.
5. Performance Evaluation. The Employee's anniversary date shall be November 16, 2021. The Employee shall be evaluated by the City Manager on or around July 1 of each subsequent year.
6. Insurance.
- a. Medical Insurance. The Employee will be eligible for the City's comprehensive major medical, dental, and vision care insurance program on the same terms and conditions offered to current employees of the City. The Employee may obtain coverage for his legal dependents under such program.
 - i. 2022 Contribution. For calendar year 2022, the City will contribute on behalf of the Employee the following amounts to the health insurance premiums:

Employee Only:	Up to \$754.56 per month
Spouse:	Up to \$1,155.19 per month
Child(ren):	Up to \$1,094.45 per month
Spouse & Children:	Up to \$1,475.52 per month
 - ii. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the Employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. The Employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the Employee.

An employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.
 - b. Life Insurance. The Employee shall be eligible for term life insurance provided by the City in the amount of two hundred thousand dollars (\$200,000) up to the age of

seventy (70). If the Employee has reached the age of seventy (70) the life insurance will be paid at the reduced benefit amount in accordance with the City's contract with the Life Insurance Administrator.

- c. Disability Insurance. The City shall provide short and long-term disability insurance to the Employee at City's cost.

7. Retirement.

- a. CalPERS Retirement. The Employee shall be eligible to participate in the City's retirement plan with the California Public Employees' Retirement System ("CalPERS"). The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. The Employee shall pay one hundred percent (100%) of the employee contribution amount as determined by CalPERS. The Employee's contributions will be paid pre-tax under Internal Revenue Code Section 414(h)(2).
 - b. Retiree Insurance. Upon retirement from the City, the Employee shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program offered to current employees of the City. The City shall make a payment to the Employee as follows: If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of the CalPERS) totals seventy-five (75) or greater, the City shall pay six hundred nineteen dollars and one cent (\$619.01) towards the cost of the Employee portion of said insurance until Employee reaches age sixty-five (65). During this time, insurance coverage will be available to the Employee's dependents at the Employee's expense. At age sixty-five (65), the Employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the Employee's expense and the City will discontinue the payment under this Section. If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of CalPERS) does not total seventy-five (75) or greater when Employee retires from the City, then the Employee will not be entitled to receive any payment for retiree medical benefits.
8. At-Will Employment Status. The Employee's employment with the City pursuant to this Resolution is at-will and the Employee serves at the pleasure of the City Manager. As an at-will employee, the Employee cannot contest discipline or termination from employment under the City's Personnel System and/or the Personnel Rules & Regulations ("Personnel Rules"). The Employee understands that she has no property right in her employment.
9. City's Policies and Procedures Applicable to the Employee. The Employee is subject to the provisions of the Personnel Rules including but not limited to, those related to safety, discrimination, harassment, drug-free workplace, etc. Should any conflict or inconsistency exist between these terms and conditions of employment and anything contained in the Personnel Rules, the terms and conditions of employment set forth in this Resolution shall prevail.

10. Vacation Leave. The Employee shall accrue vacation leave. Vacation leave is provided to the Employee for the purpose of rest and relaxation from duties and for attending to personal business.

- a. Accrual. The Employee's vacation leave shall accrue at a rate of six and fifteen one hundredths (6.15) hours bi-weekly.
- b. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate.
- c. Scheduling. The Employee's requests to take vacation leave must have the prior approval of the City Manager. Such approval shall not be unreasonably withheld.
- d. Payment of Vacation Leave at Termination. Upon termination of employment, the Employee shall be paid for any accrued vacation leave at the Employee's then-current rate of pay.
- e. Cash Out.
 - i. Prior to the end of December of each year, the Employee may irrevocably elect to cash out in the following calendar year only the amount of the denied vacation leave hours accrued at the time of the payout, up to the maximum of eighty (80) hours when:
 1. She has taken a minimum of one (1) week of vacation leave during the current fiscal year;
 2. She thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the Employee; and
 3. If she for such reason is unable to take said vacation leave by the end of that year without triggering overtime which would be paid by the City.
 - ii. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under CalPERS and is not part of the regular rate of pay.
 - iii. Hardship. The Employee may cash out vacation leave only in the event of a financial emergency where: (i) the Employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash out per year.

11. Sick Leave. The Employee shall accrue sick leave pursuant to this Section 11.
- a. Accrual. Sick leave shall accrue at a rate of three and sixty-nine one hundredths (3.69) hours bi-weekly.
 - b. Accumulation. Sick leave hours may be accumulated without restriction.
12. Administrative Leave. The City shall provide the Employee with sixty-four (64) hours of paid administrative leave per year effective January 1 of each year. Administrative leave shall not accumulate from year-to-year. Any administrative leave time remaining in the Employee's account as of December 31 of any year may be converted to cash, provided, however, that the total leave converted shall not exceed forty (40) hours. If administrative leave is not converted, any administrative leave time remaining as of December 31 shall be forfeited.
13. Car Allowance. The Employee shall receive a car allowance in the amount of five hundred dollars (\$500) per month. In this regard, said car allowance applies to the Employee's use of her personal vehicle within Imperial County. The Employee is entitled to file a claim of reimbursement for use of her personal vehicle on City business for vehicular travel outside of Imperial County.
14. Bilingual Pay.
- a. Effective retroactively to the first full pay period in January 2026, the Employee will be eligible to receive fifty dollars (\$50) per pay period upon becoming certified to use a non-English language through a City-administered exam testing language proficiency.
 - b. In compliance with the CalPERS regulations and definition of "Special Compensation" (2 CCR §571), the monetary value of the bilingual pay provided in this Section 14 shall be reported to CalPERS as Special Compensation. The City and the Employee agree that this bilingual pay meets the definition of "Bilingual Premium" as set forth in Title 2 CCR, Section 571(a)(4); however, CalPERS shall determine whether this bilingual pay qualifies as Special Compensation.
15. Holidays. The Employee shall have the following paid holidays:
- a. The first (1st) day of January – New Year's Day;
 - b. The third (3rd) Monday in January – Martin Luther King, Jr. Day;
 - c. The third (3rd) Monday in February – President's Day;
 - d. One-half (0.5) day on the afternoon of the Friday before Easter – Good Friday;
 - e. The last Monday of May – Memorial Day;
 - f. The nineteenth (19th) of June – Juneteenth;

- g. The fourth (4th) day of July – Independence Day;
- h. The first (1st) Monday in September – Labor Day;
- i. The eleventh (11th) day of November – Veteran’s Day;
- j. The day following the fourth (4th) Thursday in November, known as the day after Thanksgiving;
- k. The twenty-fourth (24th) day of December – Christmas Eve;
- l. The twenty-fifth (25th) day of December – Christmas Day;
- m. The thirty-first (31st) day of December – New Year’s Eve; and
- n. The anniversary of the birth of the Employee.

16. Bereavement Leave.

- a. Eligibility. In the event of a death in the Employee’s immediate family, the Employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the Employee may be granted an additional day (eight hours) of bereavement leave upon written request to the City Manager. During such leave, the Employee shall be paid his/her regular base pay for three (3) days based on the Employee’s regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the City Manager. The Employee is entitled to, but is not required to, use vacation, personal leave, accrued and available sick leave or annual leave for the unpaid bereavement leave under this Section.
- b. Immediate Family. The Employee’s immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or a grandchild.
- c. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the Employee upon request of the City.

17. Full-Time Commitment. During the term of this Resolution, the Employee shall dedicate her full-time to fulfilling his responsibilities hereunder. The Employee shall not be involved in any outside activity that conflicts with the performance of her duties as Director of Human Resources.

18. Professional Development. The City agrees to budget for and to pay for travel and subsistence expenses of the Employee for conferences and seminars that are necessary for the Employee's professional development and for the good of the City.

19. Dues and Subscriptions. The City agrees to budget and to pay the professional dues and subscriptions of the Employee necessary for continuation and full participation in national, state and local associations and organizations necessary and desirable to keep the Employee up-to-date with regard to matters of importance to the City as the Director of Human Resources.
20. Employment Termination/Severance Pay.
- a. Notice. Either the Employee or the City may terminate this Resolution and the employment relationship at any time, with or without Cause, as defined under Section 20.c. The employment of the Employee shall terminate upon written notice by either party to the other. Unless otherwise provided by this Resolution, the Employee shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and payments as may be required by law.
 - b. Termination Without Cause/Severance Pay. Should the City terminate the Employee's employment without Cause, as defined under Section 20.c, while the Employee is willing and able to perform the duties of the Director of Human Resources, then the Employee shall receive severance pay in an amount equal to the Employee's base monthly salary at the last date the Employee is at work (and not on leave status) with the City times four (4) months, less taxes and applicable withholdings. This Section 20.b shall be interpreted to comply with the requirements set forth in Government Code Sections 53243-53243.4.
 - c. Termination for Cause. Should the City terminate the Employee's employment with Cause, this Resolution and the Employee's employment with the City shall terminate immediately and the Employee shall not be entitled to severance pay. "Cause" is defined by Sections 14.4 and 18.4 of the City's Personnel Rules and Regulations.
21. Severability. If any of the provisions of this Resolution are held to be illegal, invalid or unenforceable in any respect, the remainder of this Resolution and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
22. Assignment. The rights and obligations of the respective parties hereto under this Resolution shall inure to the benefit and shall be binding upon heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Resolution shall not be assignable by either party without prior written consent of the other party. Any attempted assignment is void.
23. Governing Law. This Resolution shall be governed by the laws of the State of California, and any litigation concerning this Resolution shall be filed and maintained in the State of California, County of Imperial.

24. Attorney's Fees/Costs. The City and the Employee shall each bear their own attorney's fees or costs associated with litigation concerning this Resolution.

25. Abuse of Office:

- a. Any severance pay the Employee may receive pursuant to Section 20 of this Resolution, any paid leave pending an administrative investigation, any funds for the legal criminal defense of the Employee, or any cash settlement related to the termination of the Employee shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position. "Abuse of office or position" means either of the following:
 - i. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
 - ii. A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
- b. Nothing in this Section entitles the Employee to any of the above-mentioned payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Section 53243-53243.4.

26. Complete Agreement and Waiver. This Resolution constitutes the complete agreement and supersedes all previous agreements and understandings. No waiver of any term or condition of this Resolution shall be a continuing waiver thereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 1st day of September 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 Council of the City of El Centro, California, held on the 18th day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

By: _____
Norma Wyles, City Clerk

I agree to the foregoing:

Dulce Bedolla

Dated:



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-292)

Item: 6.

Meeting: 9/1/2026 3:00 PM

Department: Human Resources

Category: Resolution

Prepared by: Dulce Bedolla, Human
Resource Director

Department Head: Dulce Bedolla

DOC ID: 2026-292

Establishing terms and conditions of employment for the Chief of Fire.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF CHIEF OF FIRE/DIRECTOR SERVICES JANUARY 1, 2026, THROUGH DECEMBER 31, 2028.

FISCAL IMPACT:

Compensation of this resolution will be paid through the General Fund

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

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

BACKGROUND:

Pay increases for the Chief of Fire as discussed by City Council.

DISCUSSION:

The modified terms and conditions as per the attached resolution are being presented to City Council for final approval:

1. Three-year agreement, January 1, 2026 through December 31, 2028
2. Monthly Salary: \$14,583
3. 2% cost-of-living adjustment in January 2026, July 2026, July 2027 and July 2028.
4. Christmas Eve and New Year's Eve as full day holidays
5. Bilingual pay to \$50 per pay period

CONCLUSION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF CHIEF OF FIRE/DIRECTOR FIRE SERVICES JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

ATTACHMENTS:

1. Fire Chief Reso 26

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF FIRE CHIEF/DIRECTOR OF DISASTER SERVICES JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

WHEREAS, Joseph Bernal (the “Employee”) was duly appointed to the position of Fire Chief/Director of Disaster Services pursuant to Resolution No. 20-92; and

WHEREAS, this Resolution provides the compensation for the position of Fire Chief/Director of Disaster Services and constitutes a contract of employment between Employee and the City of El Centro (the “City”) and is approved and adopted at an open session regular meeting of the City Council of the City of El Centro, California (the “City Council”); and

WHEREAS, in light of the foregoing facts, the City Council finds that the adoption of this Resolution establishing the terms and conditions of employment for the Employee 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. Recitals. The foregoing recitals are true, correct and incorporated fully herein as findings.
2. Term. Resolution No. 20-119 is hereby rescinded. The term of this Resolution is from January 1, 2026 through December 31, 2028.
3. Hours of Work.
 - a. Exempt Position. The Fire Chief/Director of Disaster Services is an at-will, Fair Labor Standards Act (“FLSA”) exempt position and therefore not eligible to earn overtime wages. The Employee is expected to work as many hours per day as necessary to fulfill the responsibilities of the position.
 - b. Extra Compensation for Emergency Services. The Fire Chief/Director of Disaster Services may be required to commit to large-scale catastrophic events or mutual aid events that may span multiple operational periods. These types of events could include floods, earthquakes, declared disasters, fires and prolonged emergencies. Such services may be considered “extraordinary” and beyond the scope of his normal duties and would be determined and approved in advance by the City Manager. Pursuant to Resolution No. 15-72 and all applicable laws, the City will compensate the Employee on an hourly, straight time basis, calculated based on the Employee’s yearly salary, from beginning at the time of initial dispatch from home base, to the time of return to home base. This extra compensation does not alter the FLSA exempt status of Employee’s position pursuant to 29 CFR 541.604.
4. Salary.
 - a. Base Salary. Effective retroactively to the first full pay period in January 2026, the Employee shall receive a base salary of fourteen thousand five hundred eighty-three (\$14,583) per month for the administrative services rendered to the City of El Centro.

- b. January 2026 COLA. Effective retroactively to the first full pay period in January 2026, the Employee will receive a 2% Cost of Living Adjustment (“COLA”), calculated on the Employee’s base salary as of the first full pay period in January 2026.
 - c. July 2026 COLA. Effective retroactively to the first full pay period in July 2026, the Employee will receive a 2% COLA, calculated on the Employee’s base salary as of June 30, 2026.
 - d. July 2027 COLA. Effective the first full pay period in July 2027, the Employee will receive a 2% COLA for fiscal year 2027/2028, calculated on the Employee’s base salary as of June 30, 2027.
 - e. July 2028 COLA. Effective the first full pay period in July 2028, Employee will receive a 2% COLA for fiscal year 2028/2029, calculated on the Employee’s base salary as of June 30, 2028.
- 5. Performance Evaluation. The Employee’s anniversary date shall be November 1, 2022. The Employee shall be evaluated by the City Manager on or around July 1 of each subsequent year.
- 6. Insurance.
 - a. Medical Insurance. The Employee will be eligible for the City’s comprehensive major medical, dental, and vision care insurance on the same terms and conditions offered to current employees of the City. The Employee may obtain coverage for his legal dependents under such program.
 - i. 2022 Contribution. For calendar year 2022, the City will contribute on behalf of the Employee the following amounts to the health insurance premiums:

Employee Only:	Up to \$754.56 per month
Spouse:	Up to \$1,155.19 per month
Child(ren):	Up to \$1,094.45 per month
Spouse & Children:	Up to \$1,475.52 per month
 - ii. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the Employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. The Employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the Employee.

 An employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

- b. Life Insurance. The Employee shall be eligible for term life insurance provided by the City in the amount of two hundred thousand dollars (\$200,000) up to the age of seventy (70). If the Employee has reached the age of seventy (70) the life insurance will be paid at the reduced benefit amount in accordance with the City's contract with the Life Insurance Administrator.
 - c. Disability Insurance. The City shall provide short and long-term disability insurance to the Employee at City's cost.
7. Retirement.
- a. CalPERS Retirement. The Employee shall be eligible to participate in the City's retirement plan with the California Public Employee Retirement System ("CalPERS"). The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. The Employee shall pay one hundred percent (100%) of the employee contribution amount as determined by CalPERS. The Employee's contributions will be paid pre-tax under Internal Revenue Code Section 414(h)(2).
 - b. Retiree Insurance. Upon retirement from the City, the Employee shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program offered to the current employees of the City. The City shall make a payment to the Employee as follows: If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of the CalPERS) totals seventy-five (75) or greater, the City shall pay six hundred nineteen dollars and one cent (\$619.01) towards the cost of the Employee portion of said insurance until the Employee reaches age sixty-five (65). During this time, insurance coverage will be available to the Employee's dependents at the Employee's expense. At age sixty-five (65), the Employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the Employee's expense and the City will discontinue the payment under this Section. If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of CalPERS) does not total seventy-five (75) or greater when Employee retires from the City, then the Employee will not be entitled to receive any payment for retiree medical benefits.
8. Uniforms and Equipment. For purposes of defraying the cost of purchasing and maintaining uniforms and clothing prescribed by the City, the Employee will receive a uniform allowance of one thousand five hundred dollars (\$1,500) annually; to be paid bi-weekly in the amount of fifty-seven dollars and sixty-nine cents (\$57.69). The Employee shall furnish, upon the request of the City, copies of the receipts for the purchase or maintenance of uniforms or clothing prescribed by the City.
9. Vehicle Use. The Employee will be provided with a vehicle for City business. The City shall be responsible for paying for liability, property damage and comprehensive insurance for that vehicle, and shall be responsible for paying for gasoline and maintenance and repair of that vehicle. The Employee shall operate any City vehicle used in connection with the performance of his duties in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment. If the Employee utilizes his personal vehicle for travel outside of the county, he will be reimbursed at the current Federal

privately-owned vehicle mileage reimbursement rate in accordance with the City's Personnel Rules and Regulations, Section 17.10.

10. Bilingual Pay.

- a. Effective the first full pay period in January 2026, the Employee will be eligible to receive fifty dollars (\$50) per pay period upon becoming certified to use a non-English language through a City-administered exam testing language proficiency.
- b. In compliance with the CalPERS regulations and definition of "Special Compensation" (2 CCR §571), the monetary value of the bilingual pay provided in this Section 10 shall be reported to CalPERS as Special Compensation. The City and the Employee agree that this bilingual pay meets the definition of "Bilingual Premium" as set forth in Title 2 CCR, Section 571(a)(4); however, CalPERS shall determine whether this bilingual pay qualifies as Special Compensation.

11. Vacation Leave. The Employee shall accrue vacation leave. Vacation leave is provided to the Employee for the purpose of rest and relaxation from duties and for attending personal business.

- a. Accrual. The Employee's vacation leave shall accrue at a rate of six and fifteen one hundredths (6.15) hours bi-weekly.
- b. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate.
- c. Scheduling. The Employee's requests to take vacation leave must have the prior approval of the City Manager. Such approval shall not be unreasonably withheld.
- d. Payment of Vacation Leave at Termination. Upon termination of employment, the Employee shall be paid for any accrued vacation leave at the Employee's then-current rate of pay.
- e. Cash Out.
 - i. Prior to the end of December of each year, the Employee may irrevocably elect to cash out in the following calendar year only the amount of the denied vacation leave hours accrued at the time of the payout, up to the maximum of eighty (80) hours when:
 1. He has taken a minimum of one (1) week of vacation leave during the current fiscal year;
 2. He thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the Employee; and
 3. He for such reason is unable to take said vacation leave by the end of that fiscal year without triggering overtime which would be paid by the City.
 - ii. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under CalPERS and is not part of the regular rate

of pay.

- iii. Hardship. The Employee may cash out vacation leave only in the event of a financial emergency where: (i) the Employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash out per year.

12. Sick Leave. The Employee shall accrue sick leave pursuant to this Section 12.

- a. Accrual. Sick leave shall accrue at a rate of three and sixty-nine one hundredths (3.69) hours bi-weekly.
- b. Accumulation. Sick leave hours may be accumulated without restriction.

13. Administrative Leave. The City shall provide the Employee with sixty-four (64) hours of paid administrative leave per year effective January 1 of each year. Administrative leave shall not accumulate from year-to-year. Any administrative leave time remaining in the Employee's account as of December 31 of any year may be converted to cash, provided, however, that the total leave converted shall not exceed forty (40) hours. If administrative leave is not converted, any administrative leave time remaining as of December 31 shall be forfeited.

14. Bereavement Leave.

- a. Eligibility. In the event of a death in the Employee's immediate family, the Employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the employee may be granted an additional day (eight hours) of bereavement leave upon written request to the City Manager. During such leave, the Employee shall be paid his/her regular base pay for three (3) days based on the Employee's regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the City Manager. The Employee is entitled to, but is not required to, use vacation, personal leave, accrued and available sick leave or annual leave for the unpaid bereavement leave under this Section.
- b. Immediate Family. The Employee's immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or a grandchild.
- c. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the Employee upon request of the City.

15. Holidays. The Employee shall have the following paid holidays:

- a. The first (1st) day of January – New Year's Day;
- b. The third (3rd) Monday in January – Martin Luther King, Jr. Day;

- c. The third (3rd) Monday in February – President’s Day;
 - d. One-half (0.5) day on the afternoon of the Friday before Easter – Good Friday;
 - e. The last Monday of May – Memorial Day;
 - f. The nineteenth (19th) of June – Juneteenth;
 - g. The fourth (4th) day of July – Independence Day;
 - h. The first (1st) Monday in September – Labor Day;
 - i. The eleventh (11th) day of November – Veteran’s Day;
 - j. The day following the fourth (4th) Thursday in November, known as the day after Thanksgiving;
 - k. The twenty-fourth (24th) day of December – Christmas Eve;
 - l. The twenty-fifth (25th) day of December – Christmas Day;
 - m. The thirty-first (31st) day of December – New Year’s Eve; and
 - n. The anniversary of the birth of the Employee.
16. Full-Time Commitment. During the term of this Resolution, the Employee shall dedicate his full time to fulfilling his responsibilities hereunder. The Employee shall not be involved in any outside activity that conflicts with the performance of his duties as Fire Chief/Director of Disaster Services.
17. Residency. As part of this appointment to the position of Fire Chief/ Director of Disaster Services for the City, the Employee is required to live in the City or within a twenty (20) mile radius of the City boundaries. If requested, the Employee will have to show proof of registering to vote within the City and of processing a change on his driver's license to a local address.
18. At-Will Employment Status. The Employee’s employment with the City pursuant to this Resolution is at-will and the Employee serves at the pleasure of the City Manager. As an at-will employee, the Employee cannot contest discipline or termination from employment under the City’s Personnel System and/or the Personnel Rules and Regulations (“Personnel Rules”), except for termination as set forth in Section 20 of this Resolution, or for discipline as set forth in the Firefighters Bill of Rights (“FBOR”) (Government Code Sections 3250-3262). The Employee further acknowledges and agrees that as a condition of employment as Fire Chief/Director of Disaster Services, and in exchange for the salary and benefits described herein, he waives any property interest in any positions that he previously held with the City and has no right of reinstatement to any former position upon termination of his employment as Fire Chief/Director of Disaster Services. The Employee understands that he has no property right in his employment.
19. City’s Policies and Procedures Applicable to the Employee. The Employee is subject to the provisions of the Personnel Rules including but not limited to, those related to safety, discrimination, harassment, drug- free workplace, etc. Should any conflict or inconsistency exist between these terms and conditions of employment and anything contained in the Personnel Rules, the terms and conditions of employment set forth in this Resolution shall prevail.

20. Employment Termination/Severance Pay.

- a. Notice. Either the Employee or the City may terminate this Resolution and the employment relationship at any time, with or without Cause, as defined by Section 20.c. The employment of the Employee shall terminate upon written notice by either party to the other. Unless otherwise provided by this Resolution, the Employee shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and payments as may be required by law.
 - b. Termination Without Cause/Severance Pay. Should the City terminate Employee's employment without Cause, as defined by Section 20.c., while the Employee is willing and able to perform the duties of the Fire Chief/Director of Disaster Services, the following shall apply:
 - i. The City shall pay Employee severance pay in an amount equal to the Employee's base monthly salary at the last date the Employee is at work (and not on leave status) with the City times four (4) months, less applicable withholdings and taxes, provided the Employee does not challenge such termination, including but not limited to, by means of appeal or civil or administrative hearing.
 - ii. This Section 20.b. shall be interpreted to comply with the requirements set forth in Government Code Section 53243-53243.4.
 - c. Termination With Cause. The City Manager may terminate this Agreement at any time with Cause, by providing written notice of the reason(s) and an opportunity for administrative appeal in accordance with the requirements of the Firefighters Bill of Rights ("FBOR") (Government Code Sections 3250-3262), including but not limited to Government Code subdivision 3254(c), which states the City is required to provide written notice of termination and the reason or reasons therefore and an opportunity for administrative appeal. In that event, the City shall proceed with termination as set out under the Personnel Rules. "Cause" is defined by Sections 14.4 and 18.4 of the Personnel Rules and Regulations. Nothing in this Resolution is intended to, or does, confer upon Employee any right to any property interest in continued employment with the City.
21. Professional Education. The City also agrees to budget for and to pay for travel and subsistence expenses of the Employee for short courses, institutes and seminars that are necessary for the Employee's professional development and for the good of the City.
22. Dues and Subscriptions. The City agrees to budget and to pay the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, state and local associations and organizations necessary and desirable to keep the Employee up-to-date with regard to matters of importance to the City, as a Fire Chief/Director of Disaster Services.
23. Severability. If any of the provisions of this Resolution are held to be illegal, invalid or unenforceable in any respect, the remainder of this Resolution and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified

to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

24. Abuse of Office:

a. Any severance pay Employee may receive pursuant to Section 20, any paid leave pending an administrative investigation, funds for the legal criminal defense of the Employee, or any cash settlement related to the termination of the Employee shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position. "Abuse of office or position" means either of the following:

- i. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- ii. A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

b. Nothing in this Section entitles the Employee to any of the above-mentioned payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Section 53243-53243.4.

25. Assignment. The rights and obligations of the respective parties hereto under this Resolution shall inure to the benefit and shall be binding upon heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be assignable by either party without prior written consent of the other party. Any attempted assignment is void.

26. Governing Law. This Resolution shall be governed by the laws of the State of California, and any litigation concerning this resolution shall be filed and maintained in the State of California, County of Imperial.

27. Attorneys' Fees/Costs. Each party shall bear its own attorneys' fees and costs associated with litigation concerning this resolution.

28. Complete Agreement. This Resolution constitutes the complete agreement and supersedes all previous agreements and understandings. No waiver of any term or condition of this Resolution shall be a continuing waiver thereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California on the 1st day of September, 2026.

CITY OF EL CENTRO

By _____
Michael Crankshaw, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

Office of the City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)
ss CITY OF EL CENTRO)

AYES:
 NOES:
 ABSENT:
 ABSTAINED:

I agree to the foregoing:

Joseph Bernal
Date



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-268)

Item: 7.

Meeting: 9/1/2026 3:00 PM

Department: Human Resources

Category: Resolution

Prepared by: Dulce Bedolla, Human
Resource Director

Department Head: Dulce Bedolla

DOC ID: 2026-268

Establishing terms and conditions of employment for the Chief of Police.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF CHIEF OF POLICE JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

FISCAL IMPACT:

Compensation of this resolution will be paid by the General Fund

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

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

BACKGROUND:

Pay increases for the Chief of Police as discussed by City Council.

DISCUSSION:

The modified terms and conditions as per the attached resolution are being presented to City Council for final approval:

1. Three-year agreement, January 1, 2026 through December 31, 2028
2. Monthly Salary: \$15,834
3. 2% cost-of-living adjustment in January 2026, July 2026, July 2027 and July 2028.
4. Christmas Eve and New Year's Eve as full day holidays
5. Bilingual pay to \$50 per pay period

CONCLUSION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF CHIEF OF POLICE JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

ATTACHMENTS:

1. Chief of Police Reso 26

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF CHIEF OF POLICE JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

WHEREAS, Kelly L. Brown (the “Employee”) was duly appointed to the position of Chief of Police pursuant to Resolution No. 25-75; and

WHEREAS, this Resolution provides the compensation for the position of Chief of Police and constitutes a contract of employment between the Employee and the City of El Centro (the “City”) and is approved and adopted at an open session regular meeting of the City Council of the City of El Centro, California (the “City Council”); and

WHEREAS, in light of the foregoing facts, the City Council finds that the adoption of this Resolution establishing the terms and conditions of employment for the Employee 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. Recitals. The foregoing recitals are true, correct and incorporated fully herein as findings.
2. Term. Resolution No. 25-75 is hereby rescinded. The term of this Resolution is from January 1, 2026 through December 31, 2028.
3. Exempt Position. The Chief of Police is an at-will, Fair Labor Standards Act (“FLSA”) exempt position and therefore not eligible to earn overtime wages. The Employee is expected to work as many hours per day as necessary to fulfill the responsibilities of the position.
4. Salary.
 - a. Base Salary. Effective retroactively to the first full pay period in January 2026, the Employee shall receive a base salary of fifteen thousand eight hundred thirty-four (\$15,834) per month for the administrative services rendered to the City of El Centro.
 - b. January 2026 COLA. Effective retroactively to the first full pay period in January 2026, the Employee will receive a 2% Cost of Living Adjustment (“COLA”), calculated on the Employee’s base salary as of the first full pay period in January 2026.
 - c. July 2026 COLA. Effective retroactively to the first full pay period in July 2026, the Employee will receive a 2% COLA, calculated on the Employee’s base salary as of June 30, 2026.
 - d. July 2027 COLA. Effective the first full pay period in July 2027, the Employee will receive a 2% COLA for fiscal year 2027/2028, calculated on the Employee’s base salary as of June 30, 2027.

- e. July 2028 COLA. Effective the first full pay period in July 2028, the Employee will receive a 2% COLA for fiscal year 2028/2029, calculated on the Employee's base salary as of June 30, 2028.
5. Performance Evaluation. The Employee's anniversary date shall be November 4, 2025. The Employee shall be evaluated by the City Manager on or around July 1 of each subsequent year.
6. Insurance.
 - a. Medical Insurance. The Employee will be eligible for the City's comprehensive major medical, dental, and vision care insurance on the same terms and conditions offered to current employees of the City. The Employee may obtain coverage for his legal dependents under such program.
 - i. 2022 Contribution. For calendar year 2022, the City will contribute on behalf of the Employee the following amounts to the health insurance premiums:

Employee Only:	Up to \$754.56 per month
Spouse:	Up to \$1,155.19 per month
Child(ren):	Up to \$1,094.45 per month
Spouse & Children:	Up to \$1,475.52 per month
 - ii. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the Employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. The Employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the Employee.

An employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.
 - b. Life Insurance. The City shall provide term life insurance in the amount of two hundred thousand dollars (\$200,000) up to the age of seventy (70). If the Employee has reached the age of seventy (70) the life insurance will be paid at the reduced benefit amount in accordance with the City's contract with the Life Insurance Administrator.
 - c. Disability Insurance. The City shall provide short and long-term disability insurance to the Employee at City's cost.
7. Retirement.
 - a. CalPERS Retirement. The Employee shall be eligible to participate in the City's retirement plan with the California Public Employee Retirement System ("CalPERS"). The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. The Employee shall pay

one hundred percent (100%) of the employee contribution amount as determined by CalPERS. The Employee's contributions will be paid pre-tax under Internal Revenue Code Section 414(h)(2).

- b. Retiree Insurance. Upon retirement from the City, the Employee shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program offered to the current employees of the City. The City shall make a payment to the Employee as follows: If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of the CalPERS) totals seventy-five (75) or greater, the City shall pay six hundred nineteen dollars and one cent (\$619.01) towards the cost of the Employee portion of said insurance until the Employee reaches age sixty-five (65). During this time, insurance coverage will be available to the Employee's dependents at the Employee's expense. At age sixty-five (65), the Employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the Employee's expense and the City will discontinue the payment under this Section. If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of CalPERS) does not total seventy-five (75) or greater when Employee retires from the City, then the Employee will not be entitled to receive any payment for retiree medical benefits.
8. Uniforms and Equipment. For purposes of defraying the cost of purchasing and maintaining uniforms and clothing prescribed by the City, the Employee will receive a uniform allowance of one thousand five hundred (\$1,500) annually; seven hundred fifty dollars (\$750) payable in the month of January and seven hundred fifty dollars (\$750) in the month of July. The Employee shall furnish, upon the request of the City, copies of the receipts for the purchase or maintenance of uniforms or clothing prescribed by the City. The City shall provide police equipment, police car, bullet resistant vest, and replacement for wear and tear of such items.
9. Vehicle Use. The Employee will be provided with a City vehicle for the Employee's use understanding the nature of routine off-hour responses to police and other City business as Section 13.7, Vehicle Usage Police, of the City's Personnel Rules and Regulations. The City shall be responsible for paying for liability, property damage and comprehensive insurance for that vehicle, and shall be responsible for paying for gasoline and maintenance and repair of that vehicle. The Employee shall operate any City vehicle used in connection with the performance of his duties in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment. If the Employee utilizes his personal vehicle for travel outside of the county, he will be reimbursed at the current Federal privately-owned vehicle mileage reimbursement rate in accordance with the City's Personnel Rules and Regulations, Section 17.10.
10. Bilingual Pay.
 - a. Effective the first full pay period in January 2026, the Employee will be eligible to receive fifty dollars (\$50) per pay period upon becoming certified to use a non-English language through a City-administered exam testing language proficiency.
 - b. In compliance with the CalPERS regulations and definition of "Special Compensation" (2 CCR §571), the monetary value of the bilingual pay provided in

this Section 10 shall be reported to CalPERS as Special Compensation. The City and the Employee agree that this bilingual pay meets the definition of “Bilingual Premium” as set forth in Title 2 CCR, Section 571(a)(4); however, CalPERS shall determine whether this bilingual pay qualifies as Special Compensation.

11. Vacation Leave. The Employee shall accrue vacation leave. Vacation leave is provided to the Employee for the purpose of rest and relaxation from duties and for attending personal business.

- a. Accrual. The Employee's vacation leave shall accrue at a rate of six and fifteen one hundredths (6.15) hours bi-weekly.
- b. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate.
- c. Scheduling. The Employee's requests to take vacation leave must have the prior approval of the City Manager. Such approval shall not be unreasonably withheld.
- d. Payment of Vacation Leave at Termination. Upon termination of employment, the Employee shall be paid for any accrued vacation leave at the Employee's then-current rate of pay.

e. Cash Out.

- i. Prior to the end of December of each year, the Employee may irrevocably elect to cash out in the following calendar year only the amount of the denied vacation leave hours accrued at the time of the payout, up the maximum of eighty (80) hours when:
 1. He has taken a minimum of one (1) week of vacation leave during the current fiscal year;
 2. He thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the Employee; and
 3. He for such reason is unable to take said vacation leave by the end of that fiscal year without triggering overtime which would be paid by the City.
- ii. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under CalPERS and is not part of the regular rate of pay.
- iii. Hardship. The Employee may cash out vacation leave only in the event of a financial emergency where: (i) the Employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash out per year.

12. Sick Leave. The Employee shall accrue sick leave pursuant to this Section 12.

- a. Accrual. Sick leave shall accrue at a rate of three and sixty-nine one hundredths (3.69) hours bi-weekly.
- b. Accumulation. Sick leave hours may be accumulated without restriction.

13. Administrative Leave. The City shall provide the Employee with sixty-four (64) hours of paid administrative leave per year effective January 1 of each year. Administrative leave shall not accumulate from year-to-year. Any administrative leave time remaining in the Employee's account as of December 31 of any year may be converted to cash, provided, however, that the total leave converted shall not exceed forty (40) hours. If administrative leave is not converted, any administrative leave time remaining as of December 31 shall be forfeited.

14. Bereavement Leave.

- a. Eligibility. In the event of a death in the Employee's immediate family, the Employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the employee may be granted an additional day (eight hours) of bereavement leave upon written request to the City Manager. During such leave, the Employee shall be paid his/her regular base pay for three (3) days based on the Employee's regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the City Manager. The Employee is entitled to, but is not required to, use vacation, personal leave, accrued and available sick leave or annual leave for the unpaid bereavement leave under this Section.
- b. Immediate Family. The Employee's immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or a grandchild.
- c. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the Employee upon request of the City.

15. Holidays. The Employee shall have the following paid holidays:

- a. The first (1st) day of January – New Year's Day;
- b. The third (3rd) Monday in January – Martin Luther King, Jr. Day;
- c. The third (3rd) Monday in February – President's Day;
- d. One-half (0.5) day on the afternoon of the Friday before Easter – Good Friday;
- e. The last Monday of May – Memorial Day;
- f. The nineteenth (19th) of June – Juneteenth;
- g. The fourth (4th) day of July – Independence Day;
- h. The first (1st) Monday in September – Labor Day;
- i. The eleventh (11th) day of November – Veteran's Day;

- j. The day following the fourth (4th) Thursday in November, known as the day after Thanksgiving;
 - k. The twenty-fourth (24th) day of December – Christmas Eve;
 - l. The twenty-fifth (25th) day of December – Christmas Day;
 - m. The thirty-first (31st) day of December – New Year’s Eve; and
 - n. The anniversary of the birth of the Employee.
16. Full-Time Commitment. During the term of this Resolution, the Employee shall dedicate his full time to fulfilling his responsibilities hereunder. The Employee shall not be involved in any outside activity that conflicts with the performance of his duties as Chief of Police.
17. Residency. As part of this appointment to the position of Chief of Police for the City, the Employee is required to live in the City or within a twenty-five (25) mile radius of the City boundaries. If requested, the Employee will have to show proof of registering to vote within the City and of processing a change on his driver's license to a local address.
18. At-Will Employment Status. The Employee’s employment with the City pursuant to this Resolution is at-will and the Employee serves at the pleasure of the City Manager. As an at-will employee, the Employee cannot contest discipline or termination from employment under the City’s Personnel System and/or the Personnel Rules and Regulations (“Personnel Rules”), except for termination as set forth in Section 20 of this Resolution, or for discipline as set forth in the Public Safety Officers Procedural Bill of Rights Act (“PBOR”) (Government Code Sections 3300-3312). The Employee further acknowledges and agrees that as a condition of employment as Chief of Police, and in exchange for the salary and benefits described herein, he waives any property interest in any positions that he previously held with the City and has no right of reinstatement to any former position upon termination of his employment as Chief of Police. The Employee understands that he has no property right in his employment.
19. City’s Policies and Procedures Applicable to the Employee. The Employee is subject to the provisions of the Personnel Rules including but not limited to, those related to safety, discrimination, harassment, drug- free workplace, etc. Should any conflict or inconsistency exist between these terms and conditions of employment set forth in this Resolution and anything contained in the Personnel Rules, the terms and conditions of employment set forth in this Resolution shall prevail.
20. Employment Termination/Severance Pay.
- a. Notice. Either the Employee or the City may terminate this Resolution and the employment relationship at any time, with or without Cause, as defined by Section 20.c. The employment of the Employee shall terminate upon written notice by either party to the other. Unless otherwise provided by this Resolution, the Employee shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and payments as may be required by law.
 - b. Termination Without Cause/Severance Pay. Should the City terminate Employee’s employment without Cause, as defined by Section 20.c., while the Employee is willing and able to perform the duties of the Chief of Police, the following shall apply:

- i. The City shall pay Employee severance pay in an amount equal to the Employee's base monthly salary at the last date the Employee is at work (and not on leave status) with the City times four (4) months, less applicable withholdings and taxes, provided the Employee does not challenge such termination, including but not limited to, by means of appeal or civil or administrative hearing.
 - ii. This Section 20.b. shall be interpreted to comply with the requirements set forth in Government Code Sections 53243-53243.4.
 - c. Termination With Cause. The City Manager may terminate this Agreement at any time with Cause, by providing written notice of the reason(s) and an opportunity for administrative appeal in accordance with the requirements of PBOR (Government Code sections 3300-3312), including but not limited to Government Code subdivision 3304(c), which states the City is required to provide written notice of termination and the reason or reasons therefore and an opportunity for administrative appeal. In that event, the City shall proceed with termination as set out under the Personnel Rules. "Cause" is defined by Sections 14.4 and 18.4 of the Personnel Rules and Regulations. Nothing in this Resolution is intended to, or does, confer upon Employee any right to any property interest in continued employment with the City.
21. Professional Education. The City agrees to budget for and to pay for travel and subsistence expenses of the Employee for short courses, institutes and seminars that are necessary for the Employee's professional development and for the good of the City.
22. Dues and Subscriptions. The City agrees to budget and to pay the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, state and local associations and organizations necessary and desirable to keep the Employee up to date with regard to matters of importance to the City, as a Chief of Police.
23. Civic Club Membership. The City recognizes the desirability of representation in and before local civic and other organizations and the Employee is authorized to become a member of such club(s) and organization(s). The City shall pay related and reasonable expenses thereto and allow the Employee to participate on City time.
24. Severability. If any of the provisions of this Resolution are held to be illegal, invalid or unenforceable in any respect, the remainder of this Resolution and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
25. Abuse of Office:
- a. Any severance pay Employee may receive pursuant to Section 20, any paid leave pending an administrative investigation, funds for the legal criminal defense of the Employee, or any cash settlement related to the termination of the Employee shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position. "Abuse of office or position" means either of the following:

- i. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
 - ii. A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
 - b. Nothing in this Section entitles the Employee to any of the above-mentioned payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Section 53243-53243.4.
26. Assignment. The rights and obligations of the respective parties hereto under this Resolution shall inure to the benefit and shall be binding upon heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be assignable by either party without prior written consent of the other party. Any attempted assignment is void.
27. Governing Law. This Resolution shall be governed by the laws of the State of California, and any litigation concerning this resolution shall be filed and maintained in the State of California, County of Imperial.
28. Attorneys' Fees/Costs. Each party shall bear its own attorneys' fees and costs associated with litigation concerning this Resolution.
29. Complete Agreement and Waiver. This Resolution constitutes the complete agreement and supersedes all previous agreements and understandings. No waiver of any term or condition of this Resolution shall be a continuing waiver thereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California on the 1st day of September, 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 Council of the City of El Centro, California, held on the 18th day of August, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By

Norma Wyles, City Clerk

I agree to the foregoing:

Kelly L. Brown

Date



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-299)

Item: 8.

Meeting: 9/1/2026 3:00 PM

Department: Human Resources

Category: Resolution

Prepared by: Dulce Bedolla, Human
Resource Director

Department Head: Dulce Bedolla

DOC ID: 2026-299

Approval of the Unrepresented Fire Management Employees Unit Memorandum of Understanding (MOU).

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED FIRE MANAGEMENT EMPLOYEES FOR JANUARY 1, 2026 THROUGH JUNE 30, 2027.

FISCAL IMPACT:

Compensation of this MOU will be paid through the General Fund

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

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

BACKGROUND:

The current Unrepresented Fire Management Employee Resolution expired on December 31, 2025. Pay increases as discussed by City Council.

In addition, the classifications identified in the compensation study conducted in 2025 as being below market shall be eligible for an equity increase added to the base salary.

DISCUSSION:

The modified terms and conditions agreed to in a tentative agreement are being presented to the City Council for final approval. Major changes are as follows:

1. One and a half year agreement.
2. 2% cost-of-living adjustment- January 2026 and July 2026
3. Bilingual pay increased from \$40 per pay period to \$50 per pay period

CONCLUSION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED FIRE MANAGEMENT EMPLOYEES FOR JANUARY 1, 2026 THROUGH JUNE 30, 2027.

ATTACHMENTS:

1. Unrepresented Fire Management Reso 26

RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED FIRE MANAGEMENT EMPLOYEES FOR JANUARY 1, 2026 THROUGH JUNE 30, 2027

WHEREAS, the City Council of the City of El Centro (“City Council”) wishes to identify and recognize all current employees that are in Unrepresented Fire Safety Management classifications; and

WHEREAS, the City Council wishes to declare that the Unrepresented Fire Safety Management Employees classifications are presently unrepresented and are not members of any employee labor groups for purposes of collective bargaining or representation; and

WHEREAS, currently, the terms and conditions of employment for the Unrepresented Fire Safety Management Employees are set forth in Resolution No. 22-116 adopted November 2022; and

WHEREAS, the City Council finds that the adoption of this Resolution establishing the terms and conditions of employment for the Unrepresented Fire Safety Management Employees is in the best interest of the City of El Centro (“City”).

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

Section 1. Rescind Previous Resolution. The City Council hereby rescinds Resolution No. 22-116.

Section 2. Agreement. The City Council hereby approves the terms and conditions of employment for the Unrepresented Fire Management Employees as set forth in this Resolution.

Section 3. Effective Dates. This Resolution shall be effective immediately upon adoption and shall terminate on June 30, 2027.

Section 4. Terms. The following terms and conditions of the Unrepresented Fire Management Employees are hereby established upon adoption of this Resolution:

A. Pay Increases. The salary ranges of the employees covered by this Resolution shall be adjusted as follows:

1. Pay Range. Effective retroactively to the first full pay period in January 2026, no employee shall be paid less than Step 1 or more than Step 6.
2. January 2026 COLA. Effective retroactively to the first full pay period in January 2026, employees will receive a 2% cost-of-living-adjustment (“COLA”), calculated on the employee’s base salary as of December 31, 2025.

3. July 2026 COLA. Effective retroactively to the first full pay period in July 2026, employees will receive a 2% COLA for fiscal year 2026/2027, calculated on the employee's base salary as of June 30, 2026.

4. Merit Increases.

a. Eligibility. From January 1, 2026, to June 30, 2027, employees will be eligible for a step increase on their anniversary date (as defined below), conditioned upon the employee's evaluation rating his/her performance satisfactory or better.

b. Timing. It is expected that the annual evaluation shall occur on an employee's anniversary date. If the evaluation occurs after the anniversary date and the evaluation rates the performance at satisfactory or better, the step increase will be retroactive to the anniversary date.

c. Future Increases: Except as provided for in Section 4.B.1. regarding placement into Step 6, future step increases after the termination of this Resolution on June 30, 2027 must be approved in a successor Resolution.

B. Longevity Pay.

1. Placement. Employees covered by this Resolution who have been in Step 5 for five (5) continuous years, who have received satisfactory or higher on their performance evaluations for those five (5) years shall be placed in Step 6 as of their sixth anniversary date in Step 5.

C. Step Ranges. Separate salary schedules showing the salary step ranges are shown in Appendix A attached hereto and incorporated herein by reference.

D. 48/96 Work Schedule. The 48/96 work cycle is twelve (12) days. The schedule consists of a system in which employees work two consecutive twenty-four-hour shifts for a total of forty-eight hours, and have ninety-six consecutive hours off. A typical work cycle is as follows: X= work day, and O=day off: XXOOOOXXOOOOXXOOOO and so on. In the event one shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 23rd will be reassigned to work on December 24th. The shift originally scheduled to work on December 24th will be reassigned to work on December 23rd.

E. On-Call Pay. Employees shall receive "On-Call" pay at the rate of four (4) hours at the employees base rate of pay each twenty-four (24) hour shift employee is assigned to an "On-Call" status.

F. Call-Back Pay. An employee who has been released from work and has left the work premises shall, if called back to duty, be paid for the reasonable estimate of the time required to travel to and from the employee's residence and the work area and for the time actually worked. The total paid time of call-back pay, including travel time, shall not be less than four (4) hours. Scheduled overtime shall not result in call-back pay.

G. Overtime Compensation.

1. Overtime Pay. Employees shall be compensated at one and one-half (1.5) times the employee's regular rate of pay for all hours worked in a work period in excess of the maximum hours standard set forth in 29 CFR 553.230. The scheduled use of vacation leave and compensatory time shall be considered hours worked.
2. Overtime Pay for Extraordinary Duty. Employees are occasionally required to commit to large scale or catastrophic events or mutual aid events. These types of events would include floods, earthquakes, declared disasters, fires, and prolonged emergency situations. These extraordinary events may be more than twenty-four hours in duration. Such service is considered "extraordinary" and is beyond the scope of the normal duties. The City will compensate the employees at an overtime rate of time equal to one and one-half (1 ½) times their hourly base rate of pay for direct and indirect work during such extraordinary events in order to protect life, property, and the environment beginning at the time of the initial dispatch from home base, to the time of return to home base, portal to portal.

H. Compensatory Time.

1. Option to Accrue. Employees shall have the option to accrue compensatory time in lieu of overtime pay. The method of calculation to determine compensatory hours shall be the same method as used to calculate monetary compensation.
2. Accumulation. Compensatory time may accumulate to a maximum of two hundred forty (240) hours. Prior to the end of December of each year, employees may irrevocably elect to be paid for up to one hundred (100) hours of compensatory time in the following calendar year that is accrued at the time of the payout.
3. Use. An employee who has requested the use of such compensatory time shall be permitted to use such time within a reasonable period after making the request, if the use of compensatory time does not unduly disrupt operations of the City.
4. Accrual Rate. Compensatory time shall accumulate at the rate of one and one-half (1.5) times the number of overtime hours worked.

I. Holiday Pay. Employees covered by this Resolution shall receive one hundred (100) hours of holiday pay payable in the last pay period in November each year.

J. Retirement.

1. Retirement Tier 1. Employees covered by this Resolution hired before January 1, 2013, shall receive the 3% @ 50 retirement formula. These employees shall pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.
 - A. Effective the first full pay period following July 1, 2023, employees shall pay 9% of the member contribution plus an additional "cost share" pension contribution of 3%, total pension contribution shall be 12%.
 - B. This cost sharing pension contribution shall initially be implemented outside

of a CalPERS contract amendment as authorized by Government Code Section 20516(f). As soon as administratively feasible the City shall implement a contract amendment. This pension contribution shall extend beyond the expiration of this Resolution.

- C. **Survivor Benefit:** The City will continue to contract with CalPERS to provide for the fourth level of 1959 Survivor's benefit (Govt. Code Section 21583) for all employees covered by this Resolution. The City will pay the applicable employer cost and each employee will pay the applicable employee cost.
2. **Retirement Tier 2:** Employees hired on or after January 1, 2013, that are considered "new employees" or "new members" as those terms are defined in the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), and covered by this Resolution, shall be placed in the CalPERS 2.7% at 57 retirement plan. The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. The employees shall pay the full employee contribution amount as determined by CalPERS.
 3. **Classic Employees Hired after January 1, 2013.** Employees hired on or after January 1, 2013, that are "Classic Members" in the CalPERS system and had a break in service of no more than 6 months, will be eligible for the 3% at 50 plan.
 4. **Pre-Tax Payment.** Employee contributions will be paid pre-tax under Internal Revenue Code Section 414(h)(2).

K. Uniform Allowance.

1. **Annual Allowance.** Employees will receive one thousand five hundred dollars (\$1,500), annually, to be paid per biweekly pay period at fifty-seven dollars and sixty-nine cents (\$57.69) for purposes of defraying the cost of purchasing and maintaining uniforms and clothing prescribed by the City ("Annual Allowance").
2. **New Employees.** Employees covered by this Resolution that are hired after the effective date of this Resolution will be provided by the City five (5) full uniforms one (1) pair of boots, and two hundred fifty dollars (\$250) to be used towards the purchase of one (1) dress uniform upon hire for the first fiscal year of employment. New employees shall not be eligible for the Annual Allowance until the next fiscal year.
3. **Promoted Employees.** Current Fire Department employees that are promoted to a position covered by this Resolution will be paid six hundred fifty dollars (\$650) for purposes of defraying the cost of purchasing and maintaining uniforms and clothing prescribed by the City for the first fiscal year in their new position and will not receive the Annual Allowance. Newly promoted employees shall also be eligible for uniform allowance of twenty-five (\$25) biweekly, until the beginning of the next fiscal year – wherein the regular Annual Allowance shall be provided.

- L. Medical Insurance.** Each employee filling a full-time position and in a pay status for at least thirty (30) hours per week shall have the opportunity to participate in the City's comprehensive major medical, dental, and vision care insurance program offered to current

employees of the City. The employees covered by this Resolution may obtain coverage for their legal dependents under the same comprehensive major medical, dental, life and vision care insurance program.

1. 2022 Contributions. The City will contribute on behalf of the employee the following amounts to the health insurance premiums:

Employee Only:	Up to \$754.56 per month
Spouse:	Up to \$1,155.19 per month
Child(ren):	Up to \$1,094.45 month
Spouse & Children:	Up to \$1,475.52 per month

2. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. Employees shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the employee.

Employees on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

3. Retired Employees. Upon retirement from the City, employees covered by this Resolution shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program offered to the current employees of the City. The City shall make a payment to an employee as follows: If the sum of an employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of the CalPERS) totals seventy-five (75) or greater, the City shall pay six hundred nineteen dollars and one cent (\$619.01) towards the cost of the employee portion of said insurance until an employee reaches age sixty-five (65). During this time, insurance coverage will be available to an employee's dependents at an employee's expense. At age sixty-five (65), an employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at an employee's expense and the City will discontinue the payment under this Section. If the sum of an employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of CalPERS) does not total seventy-five (75) or greater when an employee retires from the City, then an employee will not be entitled to receive any payment for retiree medical benefits.

M. Life Insurance. The City shall provide for term life insurance and accidental death and dismemberment coverage in the amount of seventy-five thousand dollars (\$75,000) each for employee covered by this Resolution.

N. Disability Insurance. The City shall provide short-term disability and long-term disability

insurance coverage for an employee covered by this Resolution.

- O. Sick Leave.** All permanent, part-time permanent, and probationary employees who have completed the equivalent of one (1) month of service are eligible for sick leave. Temporary employees are not eligible for sick leave. Sick leave shall accrue on a biweekly basis for all eligible employees who are on a pay status for 50% or more of that biweekly period. Sick leave shall accrue at the rate of 3.69 hours biweekly (in the case of forty-hour employees) and 5.54 hours biweekly (in the case of twenty-four-hour employees).

P. Vacation Leave.

1. Accrual. Employees who are eligible for vacation leave, shall accrue vacation per pay period, as follows:

<u>Years of Continuous Service</u>	<u>Accrual Rate Per Pay Period</u>
1 to 6 years	6.46 hours
6 to 11 years	8.31 hours
11+ years	10.15 hours

2. Continuous Service. In all cases, “continuous service” means employed by the City.
3. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate applicable to the employee.
4. Eligibility. Employees shall be eligible to take vacation leave after completion of one (1) month continuous full-time service.
5. Cash Out of Vacation:
- a. Prior to the end of December of each year, the employees may irrevocably elect to cash out in the following calendar year only the amount of the denied vacation leave hours accrued at the time of the payout, up the maximum of eighty (80) hours when:
 - i. He/she has taken a minimum of one (1) week of vacation leave during the current fiscal year;
 - ii. He/she thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the employee; and
 - iii. He/she for such reason is unable to take said vacation leave by the end of that fiscal year without triggering overtime which would be paid by the City.
 - b. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under CalPERS and is not part of the regular rate of pay.
 - c. Hardship. Employees may cash out vacation leave only in the event of a financial emergency where: (i) the employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would

result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash out per year.

Q. Bereavement Leave.

1. Eligibility. In the event of a death in an employee's immediate family, said employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the employee may be granted an additional day of bereavement leave upon request to the employee's supervisor. During such leave, the employee shall be paid his/her regular base pay for three (3) days based on the employee's regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the employee's supervisor. Employees are entitled to, but are not required to, use vacation, personal leave, accrued and available sick leave or annual leave for unpaid bereavement leave under this Section.
2. Immediate Family. The employee's immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, or a grandchild.
3. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the employee upon request of the City.

R. Personal Necessity Day. Employees covered by this Resolution shall be granted twenty-four (24) hours of paid leave during a fiscal year to attend to personal business. Employees shall request use of such leave on forms provided by the City, and subject to the same scheduling requirements provided under the City's Personnel Rules and Regulations. Any hours of personal necessity leave not taken prior to June 30 each year shall be forfeited.

S. Bilingual Pay.

1. Effective retroactively to the first full pay period in January 2026, employees will be eligible to receive fifty dollars (\$50) per pay period upon becoming certified to use a non-English language through a City-administered exam testing language proficiency provided that the position occupied has been designated to receive such pay by the Human Resources Director. The use of a non-English language must be a necessary part of their daily work activities and used for work purposes during the majority of time spent in communication with the public. This Section 4.S.1 shall be administered in accordance with, and is not intended to conflict with, the Examinations, Expectations and Monitoring of sections of the City Personnel Rules and Regulations, Section 8.5, Bilingual Pay.
2. In compliance with the CalPERS regulations and definition of "Special Compensation" (2 CCR §571), the monetary value of the bilingual pay provided in Section 4.S.1 shall be reported to CalPERS as Special Compensation. This bilingual

pay meets the definition of “Bilingual Premium” as set forth in Title 2 CCR, Section 571(a)(4); however, CalPERS shall determine whether this bilingual pay qualifies as Special Compensation.

T. Educational Incentive Pay.

1. Rates. Employees covered by this Resolution may be eligible for the following pay for certifications obtained from the State of California and/or educational degrees:

	<u>Per Pay Period</u>
a. Chief Fire Officer	\$40 (not applicable if hired or promoted after July 1, 2025)
b. Executive Chief Fire Officer	\$60
c. Fire Marshal	\$40
d. Instructor III	\$60
e. Investigator II	\$40
f. Haz Mat Incident Command	\$20
g. Haz Mat Specialist	\$40
h. Strike Team Leader	\$20 (not applicable if hired or promoted after July 1, 2025)
i. Bachelor’s Degree	\$100/ (not applicable if required for the Chief Fire Officer)
j. Master’s Degree	\$125

2. Maximum. Educational incentive pay is cumulative and is subject to a maximum of two hundred dollars (\$225.00), per pay period.
3. Eligibility. Employees will only be eligible for the above-listed amounts if the employee has paid for the requisite training and attended on their own personal time. If the City paid for the training or the employee attended training on City-time, the employee will only be eligible for fifty percent (50%) of the above-listed amount and a maximum of one hundred dollars (\$100) per pay period.
4. LALS Incentive. Any employee with the certificate in Limited Advance Life Support (LALS) will receive 5% of base salary.
5. EMT-P Incentive. Any employee with the certification of EMT-P will receive 9.5% of base salary. Any employee recertified for EMT-P shall be paid a recertification bonus of two hundred dollars (\$200); provided however, that such bonus shall not be paid more frequently than once every two years.
6. Proof. The employee is responsible for providing proof of completion work required to obtain certificates, proof of certification, proof of renewal and good standing. If timely

notification to Human Resources is not provided by the employee, retroactive certification pay shall be limited to the three months immediately preceding the furnishing of the documentation. Advanced degrees must be from an accredited university/college that has been approved by the Human Resources Department.

- U. Repair or Replacement of Employee's Personal Property.** The City shall reimburse employees for the then-current value of personal property lost or damaged in the performance of his/her duties except where said loss or damage is the result of negligence on the part of the employee. The City shall pay the replacement value of any such authorized personal property with the following exception: watches up to a maximum of one hundred fifty dollars (\$150), non-prescription sunglasses up to a maximum of one hundred (\$100) and an engagement and/or wedding ring up to a maximum of three hundred dollars (\$300). Personal electronics (cell phones, iPads etc.) are not eligible for reimbursement. If a claim is not approved, the grievance procedure shall serve as the final remedy of the claim. Employees assign the right of action against anyone from loss or damage to personal property up to the amount paid by the City and will allow any suit to be brought in his/her name by the City at the City's expense. Prior to the City commencing any civil action to recover City moneys expended pursuant to this Section, the City shall notify the affected employee of said fact.
- V. Higher Job Classification.** Employees who are assigned the duties of a higher job classification shall receive a ten (10%) increase over their regular base rate of pay for all hours that the employee is assigned to such duties.
- W. Tuition Reimbursement.** Tuition reimbursement shall follow the rules as specified in the City's Personnel Rules and Regulations with the exception that the employees covered under this Resolution shall be eligible of up to one thousand two hundred dollars (\$1,200) per fiscal year for tuition reimbursement and/or professional development.
- X. Personnel Rules.** Should any conflict or inconsistency exist between these terms and conditions of employment and anything contained in the City's Personnel Rules and Regulations, the provisions of the terms and conditions of employment set forth in this Resolution shall prevail.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the 1st day of September 2026.

CITY OF EL CENTRO

By _____

Mike Crankshaw, Mayor

ATTEST:

By _____

Norma Wyles, City Clerk

APPROVED TO FORM:

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 1st day of September 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By _____

Norma Wyles, City Clerk

APPENDIX A- Unrepresented Fire Safety Management Employees

CLASSIFICATION	GRADE
FIRE BATTALION CHIEF	F21

Effective first full pay period of January 2026

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
F21	8961	9409	9880	10374	10893	11437

Effective first full pay period of July 2026

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
G4	9141	9598	10077	10581	11110	11666



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-293)

Item: 9.

Meeting: 9/1/2026 3:00 PM

Department: Human Resources

Category: Resolution

Prepared by: Dulce Bedolla, Human
Resource Director

Department Head: Dulce Bedolla

DOC ID: 2026-293

Establishing terms and conditions of employment for the Community Services Director.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF COMMUNITY SERVICES DIRECTOR JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

FISCAL IMPACT:

Compensation of this resolution will be paid through the General Fund

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

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

BACKGROUND:

Pay increases for the Community Services Director as discussed by City Council.

DISCUSSION:

The modified terms and conditions as per the attached resolution are being presented to City Council for final approval:

1. Three-year agreement, January 1, 2026 through December 31, 2028
2. Monthly Salary: \$13,750.
3. 2% cost-of-living adjustment in January 2026, July 2026, July 2027 and July 2028.
4. Christmas Eve and New Year's Eve as full day holidays
5. Bilingual pay to \$50 per pay period

CONCLUSION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF COMMUNITY SERVICES DIRECTOR JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

ATTACHMENTS:

1. Finance Director 26

RESOLUTION 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EL CENTRO, CALIFORNIA, ESTABLISHING THE
TERMS AND CONDITIONS OF EMPLOYMENT FOR
THE POSITION OF DIRECTOR OF COMMUNITY
SERVICES FOR JANUARY 1, 2026 THROUGH
DECEMBER 31, 2028

WHEREAS, Adriana Nava (the “Employee”) was duly appointed to the position of Director of Community Services pursuant to Resolution No. 16-67; and

WHEREAS, currently the Director of Community Services is compensated pursuant to Resolution No. 22-78; and

WHEREAS, this Resolution provides the compensation for the position of Director of Community Services and constitutes a contract of employment between the Employee and the City of El Centro (the “City”) and is approved and adopted at an open session regular meeting of the City Council of the City of El Centro, California (the “City Council”); and

WHEREAS, in light of the foregoing facts, the City Council finds that the adoption of this Resolution establishing the terms and conditions of employment for the Employee 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. Recitals. The foregoing recitals are true, correct and incorporated fully herein as findings.
2. Term. Resolution No. 22-78 is hereby is rescinded. The term of this Resolution shall be from January 1, 2026 through December 31, 2028.
3. Exempt Position. The Director of Community Services is an at-will, Fair Labor Standards Act (“FLSA”) exempt position and therefore not eligible to earn overtime wages. The Employee is expected to work as many hours per day as necessary to fulfill the responsibilities of the Director of Community Services position.
4. Salary.
 - a. Base Salary. Effective retroactively to the first full pay period in January 2026, the Employee shall receive a base salary of thirteen thousand seven hundred fifty dollars (\$13,750) per month for the administrative services rendered to the City.
 - b. January 2026 COLA. Effective retroactively to the first full pay period in January 2026, the Employee will receive a 2% Cost of Living Adjustment (“COLA”), calculated on the Employee’s base salary as of the first full pay period in January 2026.

- c. July 2026 COLA. Effective retroactively to the first full pay period in July 2026, the Employee will receive a 2% COLA for fiscal year 2026/2027, calculated on the Employee's base salary as of June 30, 2026.
 - d. July 2027 COLA. Effective the first full pay period in July 2027, the Employee will receive a 2% COLA for fiscal year 2027/2028, calculated on the Employee's base salary as of June 30, 2027.
 - e. July 2028 COLA. Effective the first full pay period in July 2028, Employee will receive a 2% COLA for fiscal year 2028/2029, calculated on the Employee's base salary as of June 30, 2028.
5. Performance Evaluation. The Employee's anniversary date shall be July 17, 2018. The Employee shall be evaluated by the City Manager on or around July 1 of each subsequent year.
6. Insurance.
- a. Medical Insurance. The Employee will be eligible for the City's comprehensive major medical, dental, and vision care insurance program on the same terms and conditions offered to current employees of the City. The Employee may obtain coverage for his legal dependents under such program.
 - i. 2022 Contribution. For calendar year 2022, the City will contribute on behalf of the Employee the following amounts to the health insurance premiums:

Employee Only:	Up to \$754.56 per month
Spouse:	Up to \$1,155.19 per month
Child(ren):	Up to \$1,094.45 per month
Spouse & Children:	Up to \$1,475.52 per month
 - ii. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the Employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. The Employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the Employee.

An employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.
 - b. Life Insurance. The Employee shall be eligible for term life insurance provided by the City in the amount of two hundred thousand dollars (\$200,000) up to the age of

seventy (70). If the Employee has reached the age of seventy (70) the life insurance will be paid at the reduced benefit amount in accordance with the City's contract with the Life Insurance Administrator.

- c. Disability Insurance. The City shall provide short and long-term disability insurance to the Employee at City's cost.

7. Retirement.

- a. CalPERS Retirement. The Employee shall be eligible to participate in the City's retirement plan with the California Public Employees' Retirement System ("CalPERS"). The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. The Employee shall pay one hundred percent (100%) of the employee contribution amount as determined by CalPERS. The Employee's contributions will be paid pre-tax under Internal Revenue Code Section 414(h)(2).
 - b. Retiree Insurance. Upon retirement from the City, the Employee shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program offered to current employees of the City. The City shall make a payment to the Employee as follows: If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of the CalPERS) totals seventy-five (75) or greater, the City shall pay six hundred nineteen dollars and one cent (\$619.01) towards the cost of the Employee portion of said insurance until Employee reaches age sixty-five (65). During this time, insurance coverage will be available to the Employee's dependents at the Employee's expense. At age sixty-five (65), the Employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the Employee's expense and the City will discontinue the payment under this Section. If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of CalPERS) does not total seventy-five (75) or greater when Employee retires from the City, then the Employee will not be entitled to receive any payment for retiree medical benefits.
8. At-Will Employment Status. The Employee's employment with the City pursuant to this Resolution is at-will and the Employee serves at the pleasure of the City Manager. As an at-will employee, the Employee cannot contest discipline or termination from employment under the City's Personnel System and/or the Personnel Rules & Regulations ("Personnel Rules"). The Employee understands that she has no property right in his employment.
9. City's Policies and Procedures Applicable to the Employee. The Employee is subject to the provisions of the Personnel Rules including but not limited to, those related to safety, discrimination, harassment, drug-free workplace, etc. Should any conflict or inconsistency exist between these terms and conditions of employment and anything contained in the Personnel Rules, the terms and conditions of employment set forth in this Resolution shall prevail.

10. Vacation Leave. The Employee shall accrue vacation leave. Vacation leave is provided to the Employee for the purpose of rest and relaxation from duties and for attending to personal business.

- a. Accrual. The Employee's vacation leave shall accrue at a rate of six and fifteen one hundredths (6.15) hours bi-weekly.
- b. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate.
- c. Scheduling. The Employee's requests to take vacation leave must have the prior approval of the City Manager. Such approval shall not be unreasonably withheld.
- d. Payment of Vacation Leave at Termination. Upon termination of employment, the Employee shall be paid for any accrued vacation leave at the Employee's then-current rate of pay.
- e. Cash Out.
 - i. Prior to the end of December of each year, the Employee may irrevocably elect to cash out in the following calendar year only the amount of the denied vacation leave hours accrued at the time of the payout, up to the maximum of eighty (80) hours when:
 1. She has taken a minimum of one (1) week of vacation leave during the current fiscal year;
 2. She thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the Employee; and
 3. If she for such reason is unable to take said vacation leave by the end of that year without triggering overtime which would be paid by the City.
 - ii. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under CalPERS and is not part of the regular rate of pay.
 - iii. Hardship. The Employee may cash out vacation leave only in the event of a financial emergency where: (i) the Employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash out per year.

11. Sick Leave. The Employee shall accrue sick leave pursuant to this Section 11.
- a. Accrual. Sick leave shall accrue at a rate of three and sixty-nine one hundredths (3.69) hours bi-weekly.
 - b. Accumulation. Sick leave hours may be accumulated without restriction.
12. Administrative Leave. The City shall provide the Employee with sixty-four (64) hours of paid administrative leave per year effective January 1 of each year. Administrative leave shall not accumulate from year-to-year. Any administrative leave time remaining in the Employee's account as of December 31 of any year may be converted to cash, provided, however, that the total leave converted shall not exceed forty (40) hours. If administrative leave is not converted, any administrative leave time remaining as of December 31 shall be forfeited.
13. Car Allowance. The Employee shall receive a car allowance in the amount of five hundred dollars (\$500) per month. In this regard, said car allowance applies to the Employee's use of her personal vehicle within Imperial County. The Employee is entitled to file a claim of reimbursement for use of her personal vehicle on City business for vehicular travel outside of Imperial County.
14. Bilingual Pay.
- a. Effective retroactively to the first full pay period in January 2026, the Employee will be eligible to receive fifty dollars (\$50) per pay period upon becoming certified to use a non-English language through a City-administered exam testing language proficiency.
 - b. In compliance with the CalPERS regulations and definition of "Special Compensation" (2 CCR §571), the monetary value of the bilingual pay provided in this Section 14 shall be reported to CalPERS as Special Compensation. The City and the Employee agree that this bilingual pay meets the definition of "Bilingual Premium" as set forth in Title 2 CCR, Section 571(a)(4); however, CalPERS shall determine whether this bilingual pay qualifies as Special Compensation.
15. Holidays. The Employee shall have the following paid holidays:
- a. The first (1st) day of January – New Year's Day;
 - b. The third (3rd) Monday in January – Martin Luther King, Jr. Day;
 - c. The third (3rd) Monday in February – President's Day;
 - d. One-half (0.5) day on the afternoon of the Friday before Easter – Good Friday;
 - e. The last Monday of May – Memorial Day;
 - f. The nineteenth (19th) of June – Juneteenth;

- g. The fourth (4th) day of July – Independence Day;
- h. The first (1st) Monday in September – Labor Day;
- i. The eleventh (11th) day of November – Veteran’s Day;
- j. The day following the fourth (4th) Thursday in November, known as the day after Thanksgiving;
- k. The twenty-fourth (24th) day of December – Christmas Eve;
- l. The twenty-fifth (25th) day of December – Christmas Day;
- m. The thirty-first (31st) day of December – New Year’s Eve; and
- n. The anniversary of the birth of the Employee.

16. Bereavement Leave.

- a. Eligibility. In the event of a death in the Employee’s immediate family, the Employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the Employee may be granted an additional day (eight hours) of bereavement leave upon written request to the City Manager. During such leave, the Employee shall be paid his/her regular base pay for three (3) days based on the Employee’s regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the City Manager. The Employee is entitled to, but is not required to, use vacation, personal leave, accrued and available sick leave or annual leave for the unpaid bereavement leave under this Section.
- b. Immediate Family. The Employee’s immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or a grandchild.
- c. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the Employee upon request of the City.

17. Full-Time Commitment. During the term of this Resolution, the Employee shall dedicate her full-time to fulfilling her responsibilities hereunder. The Employee shall not be involved in any outside activity that conflicts with the performance of her duties as Director of Community Services.

18. Professional Development. The City agrees to budget for and to pay for travel and subsistence expenses of the Employee for conferences and seminars that are necessary for the Employee's professional development and for the good of the City.

19. Dues and Subscriptions. The City agrees to budget and to pay the professional dues and subscriptions of the Employee necessary for continuation and full participation in national, state and local associations and organizations necessary and desirable to keep the Employee up-to-date with regard to matters of importance to the City as the Director of Community Services.

20. Employment Termination/Severance Pay.

- a. Notice. Either the Employee or the City may terminate this Resolution and the employment relationship at any time, with or without Cause, as defined under Section 20.c. The employment of the Employee shall terminate upon written notice by either party to the other. Unless otherwise provided by this Resolution, the Employee shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and payments as may be required by law.
 - b. Termination Without Cause/Severance Pay. Should the City terminate the Employee's employment without Cause, as defined under Section 20.c., while the Employee is willing and able to perform the duties of the Director of Community Services, then the Employee shall receive severance pay in an amount equal to the Employee's base monthly salary at the last date the Employee is at work (and not on leave status) with the City times four (4) months, less taxes and applicable withholdings. This Section 20.b shall be interpreted to comply with the requirements set forth in Government Code Sections 53243-53243.4.
 - c. Termination for Cause. Should the City terminate the Employee's employment with Cause, this Resolution and the Employee's employment with the City shall terminate immediately and the Employee shall not be entitled to severance pay. "Cause" is defined by Sections 14.4 and 18.4 of the City's Personnel Rules & Regulations.
21. Severability. If any of the provisions of this Resolution are held to be illegal, invalid or unenforceable in any respect, the remainder of this Resolution and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
22. Assignment. The rights and obligations of the respective parties hereto under this Resolution shall inure to the benefit and shall be binding upon heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Resolution shall not be assignable by either party without prior written consent of the other party. Any attempted assignment is void.
23. Governing Law. This Resolution shall be governed by the laws of the State of California, and any litigation concerning this Resolution shall be filed and maintained in the State of California, County of Imperial.

24. Attorney's Fees/Costs. The City and the Employee shall each bear their own attorney's fees or costs associated with litigation concerning this Resolution.

25. Abuse of Office:

- a. Any severance pay the Employee may receive pursuant to Section 20 of this Resolution, any paid leave pending an administrative investigation, any funds for the legal criminal defense of the Employee, or any cash settlement related to the termination of the Employee shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position. "Abuse of office or position" means either of the following:
 - i. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
 - ii. A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
- b. Nothing in this Section entitles the Employee to any of the above-mentioned payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Section 53243-53243.4.

26. Complete Agreement and Waiver. This Resolution constitutes the complete agreement and supersedes all previous agreements and understandings. No waiver of any term or condition of this Resolution shall be a continuing waiver thereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 18th day of August 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 Council of the City of El Centro, California, held on the 18th day of August 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By: _____
Norma Wyles, City Clerk

I agree to the foregoing:

Adriana Nava

Dated:



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-300)

Item: 10.

Meeting: 9/1/2026 3:00 PM

Department: Human Resources

Category: Resolution

Prepared by: Dulce Bedolla, Human
Resource Director

Department Head: Dulce Bedolla

DOC ID: 2026-300

**Approval of the Unrepresented Police Lieutenant Management Employees Unit
Memorandum of Understanding (MOU).**

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED POLICE LIEUTENANT MANAGEMENT EMPLOYEES FOR JANUARY 1, 2026 THROUGH JUNE 30, 2028.

FISCAL IMPACT:

Compensation of this MOU will be paid through the General Fund

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

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

BACKGROUND:

The current Unrepresented Police Lieutenant Employee Resolution expired on December 31, 2025. Pay increases as discussed by City Council.

DISCUSSION:

The modified terms and conditions agreed to in a tentative agreement are being presented to the City Council for final approval. Major changes are as follows:

1. Two and a half year agreement.
2. 2% cost-of-living adjustment January 2026, July 2026 and July 2027.
3. Bilingual pay increased from \$40 per pay period to \$50 per pay period

CONCLUSION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED POLICE LIEUTENANT MANAGEMENT EMPLOYEES FOR JANUARY 1, 2026 THROUGH JUNE 30, 2028.

ATTACHMENTS:

1. Unrepresented Police Lieutenant Management Reso 26

RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL CENTRO, CALIFORNIA, ESTABLISHING THE
TERMS AND CONDITIONS OF EMPLOYMENT FOR
THE UNREPRESENTED POLICE LIEUTENANT
MANAGEMENT EMPLOYEES FOR JANUARY 1, 2026
THROUGH JUNE 30, 2028

WHEREAS, the City Council of the City of El Centro (the “City Council”) wishes to identify and recognize all current employees that are in the Unrepresented Police Lieutenant Management classification; and

WHEREAS, the City Council wishes to declare that this classification is presently unrepresented and employees in the classification are not members of any employee labor groups for purposes of collective bargaining or representation; and

WHEREAS, it is the intent of the City Council that the classification listed in this Resolution be exempt under State and Federal Fair Labor Standards Act statutes, rules and regulations; and

WHEREAS, currently, the terms and conditions of employment for the Unrepresented Police Lieutenant Management Employees are set forth under Resolution No. 23-22 adopted March 21, 2023; and

WHEREAS, the City Council finds that the adoption of this Resolution establishing the terms and conditions of employment for the Unrepresented Police Lieutenant Management employees is in the best interest of the City of El Centro (the “City”).

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

- Section 1.** Rescind Previous Resolution. The City Council hereby rescinds Resolution No. 23-22.
- Section 2.** Agreement. The City Council hereby approves the terms and conditions of employment for the Unrepresented Police Lieutenant Management Employees as set forth in this Resolution.
- Section 3.** Effective Dates. This Resolution shall be effective immediately upon adoption and shall terminate on June 30, 2028.
- Section 4.** Terms. The following terms and conditions of the Unrepresented Police Lieutenant Management Employees are hereby established upon adoption of this Resolution:
- A. **Pay Increases.** The salary ranges of the employees covered by this Resolution shall be adjusted as follows:
1. Pay Range. Effective retroactively to the first full pay period in January 2026, no employee shall be paid less than Step 1 or more than Step 6.
 2. January 2026 COLA. Effective retroactively to the first full pay period in January 2026, employees will receive a 2% cost-of-living-adjustment (“COLA”), calculated on the employee’s base salary as of December 31, 2025.

3. July 2026 COLA. Effective retroactively to the first full pay period in July 2026, employees will receive a 2% COLA for fiscal year 2026/2027, calculated on the employee's base salary as of June 30, 2026.
4. July 2027 COLA. Effective retroactively to the first full pay period in July 2027, employees will receive a 2% COLA for fiscal year 2027/2028, calculated on the employee's base salary as of June 30, 2027.
5. Merit Increases.
 - a. Eligibility. From January 1, 2026, to June 30, 2028, employees will be eligible for a step increase on their anniversary date (as defined below), conditioned upon the employee's evaluation rating his/her performance satisfactory or better.
 - b. Timing. It is expected that the annual evaluation shall occur on an employee's anniversary date. If the evaluation occurs after the anniversary date and the evaluation rates the performance at satisfactory or better, the step increase will be retroactive to the anniversary date.
 - c. Future Increases. Except as provided for in Section 4.B.1. of this Resolution regarding placement into Step 6, future step increases after the termination of this Resolution on June 30, 2028 must be approved in a successor Resolution.

B. Longevity Pay.

1. Placement. Employees covered by this Resolution who have been in Step 5 for five (5) continuous years, who have received satisfactory or higher on their performance evaluations for those five (5) years shall be placed in Step 6 as of their sixth anniversary date in Step 5.

C. Step Ranges. Separate salary schedules showing the salary step ranges are shown in Appendix A attached hereto and incorporated herein by reference.

D. City's Policies and Procedures Applicable to Employees. Employees are subject to the provisions of the City's Personnel Rules and Regulations, including but not limited to, those related to safety, discrimination, harassment, drug- free workplace, etc. Should any conflict or inconsistency exist between these terms and conditions of employment set forth in this Resolution and anything contained in the Personnel Rules and Regulations, the terms and conditions of employment set forth in this Resolution shall prevail.

E. Overtime Compensation. The Police Commander is a Fair Labor Standards Act ("FLSA") exempt position and therefore not eligible to earn overtime wages. Employees' normal schedule will be forty (40) hours per week, but is dependent on the needs of the Police Department and employees are expected to work as many hours per day as necessary to fulfill the responsibilities of the position.

F. Call-Back/Standby Pay. Employees shall not be entitled to call-back or standby pay of any kind.

G. Extra Compensation for Certain Assignments.

1. Employees required to spend time as a peace officer or watch commander will be compensated at time-and-one-half (1.5) times their hourly base rate for time spent in excess of their normal shift. Upon written approval of the Chief of Police, the overtime rate is for SWAT, mandatory shift scheduling and additional watch commander shifts based on operational needs where the employee is not serving in his/her regular management role.

- a. Upon written approval of the Chief of Police, employees covered by this Resolution are eligible to work in state or federal service or state or federal funded activities and are eligible for pay in excess of their regular salary as follows:
 - i. When assigned to state or federal service on a non-work day, the employee shall receive one and a half (1.5) times their regular rate of pay.
 - ii. When assigned to work for another exempt employee who is working in state or federal service on a regularly scheduled workday, the employee shall receive one and one-half times (1.5) the regular rate of pay.
- b. Extra compensation set forth under this Section does not alter the FLSA exempt status of the Police Lieutenant position pursuant to 29 CFR 541.604.

H. Uniform Allowance. For the purposes of defraying the cost of purchasing and maintaining uniforms and clothing prescribed by the City, all employees covered by this Resolution shall receive a uniform allowance as follows:

1. Employees will receive one thousand five hundred dollars (\$1,500), annually; seven hundred fifty dollars (\$750) payable in the month of January and seven hundred fifty dollars (\$750) payable in the month of July, and will be paid separately from the employee's regular pay checks.
2. Employees covered by this Resolution that are hired after the effective date of this Resolution shall receive a pro-rata amount of the yearly allowance set forth under Section 4.H.1. and an additional sum of six hundred dollars (\$600) for the initial purchase of uniforms. Payments pursuant to this Section shall be paid as soon as practical after the date of hire.
3. Employees shall furnish, upon request by the City, copies of the receipts for the purchase or maintenance of uniforms.

I. CalPERS Retirement.

1. Retirement Tier 1. Safety Members, as defined by CalPERS, hired before January 1, 2013, shall receive the 3% @ 50 retirement formula, highest (12) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement COLA. Employees shall pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.
 - a. Effective the first full pay period following execution of this Resolution, the employees shall pay 9% of the member contribution plus an additional "cost share" pension contribution of 3%, total pension contribution shall be 12%.
 - b. This cost sharing pension contribution shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). After the initial implementation and as soon as practical, the City shall amend the CalPERS contract so that cost sharing will be by contract amendment under Government Code Section 20516(a). This pension contribution shall extend beyond the expiration of this Resolution.
2. Retirement Tier 2. Safety Members, as defined by CalPERS, hired on or after January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average final

compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement COLA. These Safety Members shall pay half the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

J. Out of Class Pay. Employees appointed to an acting position and/or working out of class with duties of a higher classification shall receive out-of-class pay as follows:

1. Employees shall receive an increase of ten percent (10%) of his/her base rate of pay for all hours that the employee is assigned to such duties.
2. The selection of an employee for said temporary assignment shall be at the discretion of the Chief of Police taking into consideration any applicable promotional eligibility list, the qualifications and requirements of the position to be filled, and qualifications and job performance of those employees eligible for temporary upgrading.

K. Bereavement Leave.

1. Eligibility. In the event of a death in an employee's immediate family, said employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the employee may be granted an additional day (eight hours) of bereavement leave upon request to the employee's supervisor. During such leave, the employee shall be paid his/her regular base pay for three (3) days based on the employee's regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the employee's supervisor. Employee is entitled to, but is not required to, use vacation, personal leave, accrued and available sick leave or annual leave for unpaid bereavement leave under this Section.
2. Immediate Family. The employee's immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, or a grandchild.
3. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the employee upon request of the City.

L. Education Incentive Pay.

1. Employees covered by this Resolution shall receive the following education incentive pay for obtaining certain educational degrees and/or certifications as follows:

Bachelor's Degree	\$100 per pay period
Master's Degree	\$125 per pay period
Master's Degree and Supervisory or Management Certificate	\$150 per pay period

2. No employee shall be eligible for Educational Incentive Pay in excess of \$250 per pay period.
3. Employees are eligible for incentive pay only if they hold certifications and/or degrees that are not a minimum requirement of the Police Commander classification.
4. The college degrees must be received from a college or university that has been approved by the Human Resources Department.

M. Tuition Reimbursement. The City subscribes to and supports an educational tuition reimbursement for the benefit of employees who want to further or continue their education. Employees shall be eligible for tuition reimbursement as set forth in this Section.

1. Employees who, in their sole discretion, want to broaden their job-related knowledge by pursuing academic training and higher education during their off-duty hours may receive reimbursement of up to one thousand two hundred dollars (\$1,200) per year for reimbursement of expenses as provided herein. Under this program, reimbursement is available for “Regular” employees who are performing their job in a satisfactory manner as determined by the Chief of Police.
2. Expenses for tuition and textbooks, under this program, will be reimbursed subject to the approval of the Chief of Police and/or the Director of Human Resources.
3. Continuing education under this program is defined as postsecondary college level course work necessary to obtain a diploma or degree. Reimbursement will be subject to the following criteria:
 - a. That a degree or certificate is sought;
 - b. Courses may not be taken during the employee’s regular working hours; unusual exceptions require approval by the Chief of Police;
 - c. Completion of the course must be verified with a grade of “C” or better;
 - d. If the employee withdraws from or does not complete a course, the employee will be responsible for any expenses incurred; and
 - e. The employee must remain an active “Regular” employee through conclusion of the course.
4. Reimbursement Procedure:
 - a. Employee completes tuition reimbursement request form and submits to the Chief of Police for approval;
 - b. If approved, the Chief of Police will submit to the Human Resources Department for approval;
 - c. If approved by the Human Resources Department, a copy of the approved form will be returned to the employee;
 - d. The employee then makes all registration arrangements and pays for tuition and books/materials;
 - e. After completing the course, the employee will provide the Human Resources Department with grade transcript or the equivalent and receipts for tuition and books; and
 - f. The Human Resources Department will prepare a claim form for any reimbursements due to the employee.
5. All training required for a position or a necessary certification, as determined by the Chief of Police, shall be reimbursed through the departmental budget which shall make appropriate

allocations for said activities, provided however, that should such allocation be insufficient to reimburse employees for said training, then employees may utilize the Tuition Reimbursement under this Section to fully fund said training.

N. **Professional Training.** The City encourages employees to broaden their knowledge and improve their skills in their City occupational field or area to improve their on-the-job performance and increase their overall value to the City by attending seminars, conferences, training workshops and/or certificate licensing programs.

1. Employees may receive reimbursement of up to one thousand four hundred dollars (\$1,400) per year for reimbursement of expenses as provided herein. Professional Training reimbursement is available for employees who are performing their job in a satisfactory manner as determined by the Chief of Police.
2. Reimbursement of expenses under this Section is available for seminars, conferences, training workshops and/or certificate licensing programs that are specifically related to the employee's presently assigned position, but not required by the City.
3. Employees who attend eligible professional trainings under this Section will not be compensated for time off. The use of leave accruals will be allowed.
4. Reimbursable expenses include registration, tuition, books and materials.
5. Requests for reimbursement are subject to the approval of the Chief of Police and/or the Director of Human Resources.
6. Reimbursement Procedure:
 - a. Employee completes professional development reimbursement request form and submits to the Chief of Police for approval;
 - b. If approved, the Chief of Police will submit to the Human Resources Department for approval;
 - c. If approved by the Human Resources Department, a copy of the approved form will be returned to the employee;
 - d. The employee then makes all registration arrangements and pays for tuition and books/materials;
 - e. After attending the seminar, the employee will provide the Human Resources Department with any certificate, attendance verification and/or receipts related to the seminar; and
 - f. The Human Resources Department will prepare a claim form for any reimbursements due the employee.

O. **Expert Pay.** Employees who qualify as an expert in narcotics, firearms, traffic accident investigation, child abuse, driving under the influence or gangs shall receive expert pay in the maximum amount of two hundred twenty-five dollars (\$225) per month pursuant to this Section.

1. To qualify for expert pay, the employee must either be certified as an expert in one of the above fields through the court or by the Chief of Police or designee through a review of the employee's qualifications, training and experience. If an employee is denied expert pay, the Chief of Police or designee shall respond in writing with articulable facts as to why the employee's qualifications did not merit expert pay. Courtroom testimony may be taken into consideration when making this determination.

P. **Hazard Premium.** Employees who are assigned to the Department's Crisis Response Team shall receive a stipend equal to three percent (3%) of that employee's base pay during the period of said assignment.

Q. **Bilingual Pay.**

1. Effective retroactively to the first full pay period in January 2026, employees will be eligible to receive fifty dollars (\$50) per pay period upon becoming certified to use a non-English language through a City-administered exam testing language proficiency provided that the position occupied has been designated to receive such pay by the Human Resources Director. The use of a non-English language must be a necessary part of their daily work activities and used for work purposes during the majority of time spent in communication with the public. This Section 4.Q.1. shall be administered in accordance with the City's Personnel Rules and Regulations, Section 8.5, Bilingual Pay, subsections A to C (Examinations, Expectations, and Monitoring).
2. In compliance with the CalPERS regulations and definition of "Special Compensation" (2 CCR §571), the monetary value of the bilingual pay provided in Section 4.Q.1. shall be reported to CalPERS as Special Compensation. This bilingual pay meets the definition of "Bilingual Premium" as set forth in Title 2 CCR, Section 571(a)(4); however, CalPERS shall determine whether this bilingual pay qualifies as Special Compensation

R. **Insurance.**

1. Medical.

- a. Eligibility. Each employee filling a full-time position and in a pay status for at least thirty (30) hours per week shall have the opportunity to participate in the City's comprehensive major medical, dental, and vision care insurance program offered to current employees of the City. The employees covered by this Resolution may obtain coverage for their legal dependents under the same comprehensive major medical, dental, life and vision care insurance program.

- b. 2022 Contributions. The City will contribute on behalf of the employee the following amounts to the health insurance premiums:

Employee Only:	Up to \$754.56 per month
Spouse:	Up to \$1,155.19 per month
Child(ren):	Up to \$1,094.45 per month
Spouse & Children:	Up to \$1,475.52 per month

- c. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan

(Limited Plan) whichever is greater. The employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the employee.

An employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

2. Life And Accidental Death And Dismemberment Insurance. The City shall provide for term life insurance and accidental death and dismemberment coverage in the amount of seventy-five thousand dollars (\$75,000) each for employee covered by this Resolution.
3. Disability Insurance. The City shall provide short-term disability and long-term disability insurance coverage for employees covered by this Resolution.
4. Health Insurance Contribution For Retirees. Upon retirement from the City, employees covered by this Resolution shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program offered to the current employees of the City. The City shall make a payment to the each employee as follows: If the sum of the employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of the CalPERS) totals seventy-five (75) or greater, the City shall pay six hundred nineteen dollars and one cent (\$619.01) towards the cost of the Employee portion of said insurance until the employee reaches age sixty-five (65). During this time, insurance coverage will be available to the employee's dependents at the employee's expense. At age sixty-five (65), an employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the employee's expense and the City will discontinue the payment under this Section. If the sum of the employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of CalPERS) does not total seventy-five (75) or greater when an employee retires from the City, then the employee will not be entitled to receive any payment for retiree medical benefits.

S. **Annual Leave.** Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to medical situations and personal business. Annual leave is a combination of vacation leave, sick leave, and holidays.

1. Eligibility. Employees shall be eligible to take annual leave after completing one (1) month of continuous full-time service
2. Accrual. Annual leave shall accrue biweekly for all eligible employees. Eligible employees are those who are on a pay status for fifty percent (50%) or more of a biweekly period. Annual leave shall accrue according to the following schedule:

Months of Continuous Service	Hours Per Pay Period Police Lieutenant
0-60	8.62
61-72	8.92
73-84	9.23

85-96	9.54
97-108	9.85
109+	10.15

3. Accumulation. Annual leave may be accumulated up to a maximum of five hundred (500) hours.
4. Scheduling. Employees may request annual leave during a calendar year by submitting annual leave requests to the Chief of Police. Said requests shall be approved or disapproved by the Chief of Police or designee taking into consideration employee dates of hire, due regard for the wishes of the employee, and particular regard for the needs of the department.
5. Yearly Cash Out.
 - a. Prior to the end of December of each year, employees may irrevocably elect to cash out in the following calendar year only the amount of the denied annual leave hours accrued at the time of the payout, up the maximum of eighty (80) hours when:
 - i. He/she has taken a minimum of one (1) week of annual leave during the current fiscal year;
 - ii. He/she thereafter is denied a request to take additional annual leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the Employee; and
 - iii. He/she for such reason is unable to take said annual leave by the end of that fiscal year without triggering overtime which would be paid by the City.
 - b. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under CalPERS and is not part of the regular rate of pay.
 - c. Hardship. Employees may cash out annual leave only in the event of a financial emergency where: (i) the employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash out per year.
6. Cash Out at Separation. Employees who leave the employment of the City shall be paid for accumulated annual leave at the employee's then-current rate of pay on the date of separation.
- T. **Administrative Leave**. The City shall provide employees covered by this Resolution with sixty-four (64) hours of paid administrative leave per year effective January 1 of each year. Administrative leave shall not accumulate from year-to-year. Any administrative leave time remaining in an employee's account as of December 31 of any year may be converted to cash, provided, however, that the total leave converted shall not exceed forty (40) hours. If administrative leave is not converted, any administrative leave time remaining as of December 31 shall be forfeited. Administrative Leave provided pursuant to this Section shall not be considered "vacation leave" within the meaning of Section 227.3 of the Labor Code, and any remaining Administrative Leave time remaining as of December 31 shall be forfeited.

- U. **Flat Badges and Non-Uniformed Duty.** Employees required to possess a badge while off-duty or while on-duty but not in uniform may, at their option, use a flat badge. Such a badge shall be furnished by the City and remain the property of the City, and shall be returned thereto upon termination of the employee, or upon written order by the Chief of Police. Employees assigned to non-uniformed duty shall wear attire appropriate to the assignment.
- V. **Employer-Employee Relations Policy.** It is agreed that no employee will be discriminated against because of exercising his/her rights specified in the employer-employee relations policy or his/her rights under this Resolution.
- W. **Counseling Memorandums.** Counseling Memorandums will be placed in an employee's personnel file at the Police Department and shall not be forwarded to an employee's permanent file at the Department of Human Resources. A Counseling Memorandum shall only remain in an employee's personnel file for one (1) year.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the 1st day of September 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 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:

ABSTAIN:

By _____
Norma Wyles, City Clerk

APPENDIX A- Unrepresented Police Lieutenant Management Employees

CLASSIFICATION

GRADE

POLICE LIEUTENANT

P19

Effective first full pay period of January 2026

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
P19	9746	10318	10892	11466	12280	12894

Effective first full pay period of July 2026

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
P19	9827	10374	10920	11695	12525	13152

Effective first full pay period of July 2027

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
P19	9880	10400	11138	11929	12776	13415



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-314)

Item: 11.

Meeting: 9/1/2026 3:00 PM

Department: Human Resources

Category: Resolution

Prepared by: Dulce Bedolla, Human
Resource Director

Department Head: Dulce Bedolla

DOC ID: 2026-314

**Approval of the Unrepresented Police Commander Management Employees Unit
Memorandum of Understanding (MOU).**

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED POLICE COMMANDER MANAGEMENT EMPLOYEES FOR JANUARY 1, 2026 THROUGH JUNE 30, 2028.

FISCAL IMPACT:

Compensation of this MOU will be paid through the General Fund

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

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

BACKGROUND:

The current Unrepresented Police Commander Employee Resolution expired on December 31, 2025. Pay increases as discussed by City Council.

DISCUSSION:

The modified terms and conditions agreed to in a tentative agreement are being presented to the City Council for final approval. Major changes are as follows:

1. Two and a half year agreement.
2. 2% cost-of-living adjustment January 2026, July 2026 and July 2027.
3. Bilingual pay increased from \$40 per pay period to \$50 per pay period

CONCLUSION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED POLICE COMMANDER MANAGEMENT EMPLOYEES FOR JANUARY 1, 2026 THROUGH JUNE 30, 2028.

ATTACHMENTS:

1. Unrepresented Police Commander Management Reso 26

RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL CENTRO, CALIFORNIA, ESTABLISHING THE
TERMS AND CONDITIONS OF EMPLOYMENT FOR
THE UNREPRESENTED POLICE COMMANDER
MANAGEMENT EMPLOYEES JANUARY 1, 2026
THROUGH JUNE 30, 2028

WHEREAS, the City Council of the City of El Centro (the “City Council”) wishes to identify and recognize all current employees that are in the Unrepresented Police Commander Management classification; and

WHEREAS, the City Council wishes to declare that this classification is presently unrepresented and employees in the classification are not members of any employee labor groups for purposes of collective bargaining or representation; and

WHEREAS, it is the intent of the City Council that the classification listed in this Resolution be exempt under State and Federal Fair Labor Standards Act statutes, rules and regulations; and

WHEREAS, currently, the terms and conditions of employment for the Unrepresented Police Commander Management Employees are set forth in Resolution No. 23-100 adopted October 17, 2023; and

WHEREAS, the City Council finds that adoption of this Resolution establishing the terms and conditions of employment for the Unrepresented Police Commander Management Employees is in the best interest of the City of El Centro (the “City”).

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

- Section 1.** Rescind Previous Resolution. The City Council hereby rescinds Resolution No. 23-100.
- Section 2.** Agreement. The City Council hereby approves the terms and conditions of employment for the Unrepresented Police Commander Management Employees as set forth in this Resolution.
- Section 3.** Effective Dates. This Resolution shall be effective immediately upon adoption and shall terminate on June 30, 2028.
- Section 4.** Terms. The following terms and conditions of the Unrepresented Police Commander Management Employees are hereby established upon adoption of this Resolution:
- A. **Pay Increases.** The salary ranges of the employees covered by this Resolution shall be adjusted as follows:
1. Pay Range. Effective retroactively to the first full pay period in January 2026, no employee shall be paid less than Step 1 or more than Step 6.
 2. January 2026 COLA. Effective retroactively to the first full pay period in January 2026, employees will receive a 2% cost-of-living-adjustment (“COLA”), calculated on the employee’s base salary as of December 31, 2025.

3. July 2026 COLA. Effective first full pay period in July 2026, employees will receive a 2% COLA for fiscal year 2026/2027, calculated on the employee's base salary as of June 30, 2026.
4. July 2027 COLA. Effective with the first full pay period in July 2027, employees will receive a 2% COLA for fiscal year 2027/2028, calculated on the employee's base salary as of June 30, 2027.
5. Merit Increases.
 - a. Eligibility. From January 1, 2026, to June 30, 2028, employees will be eligible for a step increase on their anniversary date (as defined below), conditioned upon the employee's evaluation rating his/her performance satisfactory or better.
 - b. Timing. It is expected that the annual evaluation shall occur on an employee's anniversary date. If the evaluation occurs after the anniversary date and the evaluation rates the performance at satisfactory or better, the step increase will be retroactive to the anniversary date.
 - c. Future Increases. Except as provided for in Section 4.B.1. of this Resolution regarding placement into Step 6, future step increases after the termination of this Resolution on June 30, 2028, must be approved in a successor Resolution.

B. Longevity Pay.

1. Placement. Employees covered by this Resolution who have been in Step 5 for five (5) continuous years, who have received satisfactory or higher on their performance evaluations for those five (5) years shall be placed in Step 6 as of their sixth anniversary date in Step 5.

C. Step Ranges. Separate salary schedules showing the salary step ranges are shown in Appendix A attached hereto and incorporated herein by reference.

D. City's Policies and Procedures Applicable to Employees. Employees are subject to the provisions of the City's Personnel Rules and Regulations, including but not limited to, those related to safety, discrimination, harassment, drug- free workplace, etc. Should any conflict or inconsistency exist between these terms and conditions of employment set forth in this Resolution and anything contained in the Personnel Rules and Regulations, the terms and conditions of employment set forth in this Resolution shall prevail.

E. Overtime Compensation. The Police Commander is a Fair Labor Standards Act ("FLSA") exempt position and therefore not eligible to earn overtime wages. Employees' normal schedule will be forty (40) hours per week, but is dependent on the needs of the Police Department and employees are expected to work as many hours per day as necessary to fulfill the responsibilities of the position.

F. Call-Back/Standby Pay. Employees shall not be entitled to call-back or standby pay of any kind.

G. Uniform Allowance. For the purposes of defraying the cost of purchasing and maintaining uniforms and clothing prescribed by the City, all employees covered by this Resolution shall receive a uniform allowance as follows:

1. Employees will receive one thousand five hundred dollars (\$1,500), annually; seven hundred fifty dollars (\$750) payable in the month of January and seven hundred fifty dollars (\$750)

payable in the month of July, and will be paid separately from the employees' regular pay checks.

2. Employees covered by this Resolution that are hired after the effective date of this Resolution shall receive a pro-rata amount of the yearly allowance set forth under Section 4.G.1. and an additional sum of six hundred dollars (\$600) for the initial purchase of uniforms. Payments pursuant to this Section shall be paid as soon as practical after the date of hire.
3. Employees shall furnish, upon request by the City, copies of the receipts for the purchase or maintenance of uniforms.

H. CalPERS Retirement.

1. Retirement Tier 1. Safety Members, as defined by CalPERS, hired before January 1, 2013, shall receive the 3% @ 50 retirement formula, highest (12) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement COLA. Employees shall pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.
 - a. Effective the first full pay period following execution of this Resolution, employees shall pay 9% of the member contribution plus an additional "cost share" pension contribution of 3%, total pension contribution shall be 12%.
 - b. This cost sharing pension contribution shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). After the initial implementation and as soon as practical, the City shall amend the CalPERS contract so that cost sharing will be by contract amendment under Government Code Section 20516(a). This pension contribution shall extend beyond the expiration of this Resolution.
2. Retirement Tier 2. Safety Members, as defined by CalPERS, hired on or after January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement COLA. These Safety Members shall pay half the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

I. Out of Class Pay. Employees appointed to an acting position and/or working out of class with duties of a higher classification shall receive out-of-class pay as follows:

1. Employees shall receive an increase of ten percent (10%) of his/her base rate of pay for all hours that the employee is assigned to such duties.
2. The selection of an employee for said temporary assignment shall be at the discretion of the Chief of Police taking into consideration any applicable promotional eligibility list, the qualifications and requirements of the position to be filled, and qualifications and job performance of those employees eligible for temporary upgrading.

J. Bilingual Pay.

1. Effective retroactively to the first full pay period in January 2026, employees will be eligible to receive fifty dollars (\$50) per pay period upon becoming certified to use a non-English language through a City-administered exam testing language proficiency provided that the position

occupied has been designated to receive such pay by the Human Resources Director. The use of a non-English language must be a necessary part of their daily work activities and used for work purposes during the majority of time spent in communication with the public. This Section 4.J.1. shall be administered in accordance with Personnel Rules and Regulations, Section 8.5, Bilingual Pay, subsections A to C (Examinations, Expectations, and Monitoring).

2. In compliance with the CalPERS regulations and definition of “Special Compensation” (2 CCR §571), the monetary value of the bilingual pay provided in Section 4.J.1. shall be reported to CalPERS as Special Compensation. This bilingual pay meets the definition of “Bilingual Premium” as set forth in Title 2 CCR, Section 571(a)(4); however, CalPERS shall determine whether this bilingual pay qualifies as Special Compensation.

K. Education Incentive Pay.

1. Employees covered by this Resolution shall receive the following education incentive pay for obtaining certain educational degrees and/or certifications as follows:

Bachelor’s Degree	\$100 per pay period
Master’s Degree	\$125 per pay period
Master’s Degree and Supervisory or Management Certificate	\$150 per pay period

2. No employee shall be eligible for Educational Incentive Pay in excess of \$250 per pay period.
3. Employees are eligible for incentive pay only if they hold certifications and/or degrees that are not a minimum requirement of the Police Commander classification.
4. The college degrees must be received from a college or university that has been approved by the Human Resources Department.

L. Tuition Reimbursement. The City subscribes to and supports an educational tuition reimbursement for the benefit of employees who want to further or continue their education. Employees shall be eligible for tuition reimbursement as set forth in this Section.

1. Employees who, in their sole discretion, want to broaden their job-related knowledge by pursuing academic training and higher education during their off-duty hours may receive reimbursement of up to one thousand two hundred dollars (\$1,200) per year for reimbursement of expenses as provided herein. Under this program, reimbursement is available for “Regular” employees who are performing their job in a satisfactory manner as determined by the Chief of Police.
2. Expenses for tuition and textbooks, under this program, will be reimbursed subject to the approval of the Chief of Police and/or the Director of Human Resources.
3. Continuing education under this program is defined as postsecondary college level course work necessary to obtain a diploma or degree. Reimbursement will be subject to the following criteria:
 - a. That a degree or certificate is sought;
 - b. Courses may not be taken during the employee’s regular working hours; unusual exceptions require approval by the Chief of Police;

- c. Completion of the course must be verified with a grade of “C” or better;
- d. If the employee withdraws from or does not complete a course, the employee will be responsible for any expenses incurred; and
- e. The employee must remain an active “Regular” employee through conclusion of the course.

4. Reimbursement Procedure:

- a. Employee completes tuition reimbursement request form and submits to the Chief of Police for approval;
- b. If approved, the Chief of Police will submit to the Human Resources Department for approval;
- c. If approved by the Human Resources Department, a copy of the approved form will be returned to the employee;
- d. The employee then makes all registration arrangements and pays for tuition and books/materials;
- e. After completing the course, the employee will provide the Human Resources Department with grade transcript or the equivalent and receipts for tuition and books; and
- f. The Human Resources Department will prepare a claim form for any reimbursements due to the employee.

- 5. All training required for a position or a necessary certification, as determined by the Chief of Police, shall be reimbursed through the departmental budget which shall make appropriate allocations for said activities, provided however, that should such allocation be insufficient to reimburse employees for said training, then employees may utilize the Tuition Reimbursement under this Section to fully fund said training.

M. Professional Training. The City encourages employees to broaden their knowledge and improve their skills in their City occupational field or area to improve their on-the-job performance and increase their overall value to the City by attending seminars, conferences, training workshops and/or certificate licensing programs.

- 1. Employees may receive reimbursement of up to one thousand four hundred dollars (\$1,400) per year for reimbursement of expenses as provided herein. Professional Training reimbursement is available for employees who are performing their job in a satisfactory manner as determined by the Chief of Police.
- 2. Reimbursement of expenses under this Section is available for seminars, conferences, training workshops and/or certificate licensing programs that are specifically related to the employee’s presently assigned position, but not required by the City.
- 3. Employees who attend eligible professional trainings under this Section will not be compensated for time off. The use of leave accruals will be allowed.
- 4. Reimbursable expenses include registration, tuition, books and materials.

5. Requests for reimbursement are subject to the approval of the Chief of Police and/or the Director of Human Resources.
6. Reimbursement Procedure:
 - a. Employee completes professional development reimbursement request form and submits to the Chief of Police for approval;
 - b. If approved, the Chief of Police will submit to the Human Resources Department for approval;
 - c. If approved by the Human Resources Department, a copy of the approved form will be returned to the employee;
 - d. The employee then makes all registration arrangements and pays for tuition and books/materials;
 - e. After attending the seminar, the employee will provide the Human Resources Department with any certificate, attendance verification and/or receipts related to the seminar; and
 - f. The Human Resources Department will prepare a claim form for any reimbursements due the employee.

N. Insurance.

1. Medical.

- a. Eligibility. Each employee filling a full-time position and in a pay status for at least thirty (30) hours per week shall have the opportunity to participate in the City's comprehensive major medical, dental, and vision care insurance program offered to current employees of the City. The employees covered by this Resolution may obtain coverage for their legal dependents under the same comprehensive major medical, dental, life and vision care insurance program.
- b. 2022 Contributions. The City will contribute on behalf of the employee the following amounts to the health insurance premiums:

Employee Only:	Up to \$754.56 per month
Spouse:	Up to \$1,155.19 per month
Child(ren):	Up to \$1,094.45 per month
Spouse & Children:	Up to \$1,475.52 per month
- c. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. Employees shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the employee.

An employee on an approved leave of absence without pay from the City may continue

to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

2. Life And Accidental Death And Dismemberment Insurance. The City shall provide for term life insurance and accidental death and dismemberment coverage in the amount of seventy-five thousand dollars (\$75,000) each for employee covered by this Resolution.
3. Disability Insurance. The City shall provide short-term disability and long-term disability insurance coverage for employees covered by this Resolution.
4. Health Insurance Contribution For Retirees. Upon retirement from the City, employees covered by this Resolution shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program offered to the current employees of the City. The City shall make a payment to the each employee as follows: If the sum of the employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of the CalPERS) totals seventy-five (75) or greater, the City shall pay six hundred nineteen dollars and one cent (\$619.01) towards the cost of the Employee portion of said insurance until the employee reaches age sixty-five (65). During this time, insurance coverage will be available to the employee's dependents at the employee's expense. At age sixty-five (65), an employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the employee's expense and the City will discontinue the payment under this Section. If the sum of the employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of CalPERS) does not total seventy-five (75) or greater when an employee retires from the City, then the employee will not be entitled to receive any payment for retiree medical benefits.

O. **Annual Leave**. Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to medical situations and personal business. Annual leave is a combination of vacation leave, sick leave, and holidays.

1. Eligibility. Employees shall be eligible to take annual leave after completing one (1) month of continuous full-time service
2. Accrual. Annual leave shall accrue biweekly for all eligible employees. Eligible employees are those who are on a pay status for fifty percent (50%) or more of a biweekly period. Annual leave shall accrue according to the following schedule:

Months of Continuous Service	Hours Per Pay Period Police Lieutenant
0-60	8.62
61-72	8.92
73-84	9.23
85-96	9.54
97-108	9.85
109+	10.15

3. Accumulation. Annual leave may be accumulated up to a maximum of five hundred (500) hours.
4. Scheduling. Employees may request annual leave during a calendar year by submitting annual leave requests to the Chief of Police. Said requests shall be approved or disapproved by the Chief of Police or designee taking into consideration employee dates of hire, due regard for the wishes of the employee, and particular regard for the needs of the department.
5. Yearly Cash Out.
 - a. Prior to the end of December of each year, employees may irrevocably elect to cash out in the following calendar year only the amount of the denied annual leave hours accrued at the time of the payout, up to the maximum of eighty (80) hours when:
 - i. He/she has taken a minimum of one (1) week of annual leave during the current fiscal year;
 - ii. He/she thereafter is denied a request to take additional annual leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the Employee; and
 - iii. He/she for such reason is unable to take said annual leave by the end of that fiscal year without triggering overtime which would be paid by the City.
 - b. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under CalPERS and is not part of the regular rate of pay.
 - c. Hardship. Employees may cash out annual leave only in the event of a financial emergency where: (i) the employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash out per year.
6. Cash Out at Separation. Employees who leave the employment of the City shall be paid for accumulated annual leave at the employee's then-current rate of pay on the date of separation.

P. Administrative Leave. The City shall provide employees covered by this Resolution with sixty-four (64) hours of paid administrative leave per year effective January 1 of each year. Administrative leave shall not accumulate from year-to-year. Any administrative leave time remaining in an employee's account as of December 31 of any year may be converted to cash, provided, however, that the total leave converted shall not exceed forty (40) hours. If administrative leave is not converted, any administrative leave time remaining as of December 31 shall be forfeited. Administrative Leave provided pursuant to this Section shall not be considered "vacation leave" within the meaning of Section 227.3 of the Labor Code, and any remaining Administrative Leave time remaining as of December 31 shall be forfeited.

Q. Bereavement Leave.

1. Eligibility. In the event of a death in an employee's immediate family, said employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the employee may be granted an additional day

(eight hours) of bereavement leave upon request to the employee's supervisor. During such leave, the employee shall be paid his/her regular base pay for three (3) days based on the employee's regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the employee's supervisor. Employee is entitled to, but is not required to, use vacation, personal leave, accrued and available sick leave or annual leave for unpaid bereavement leave under this Section.

2. Immediate Family. The employee's immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, or a grandchild.
3. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the employee upon request of the City.

R. **Flat Badges and Non-Uniformed Duty**. Employees required to possess a badge while off-duty or while on-duty but not in uniform may, at their option, use a flat badge. Such a badge shall be furnished by the City and remain the property of the City, and shall be returned thereto upon termination of the employee, or upon written order by the Chief of Police. Employees assigned to non-uniformed duty shall wear attire appropriate to the assignment.

S. **Employer-Employee Relations Policy**. It is agreed that no employee will be discriminated against because of exercising his/her rights specified in the employer-employee relations policy or his/her rights under this Resolution.

T. **Counseling Memorandums**. Counseling Memorandums will be placed in an employee's personnel file at the Police Department and shall not be forwarded to an employee's permanent file at the Department of Human Resources. A Counseling Memorandum shall only remain in an employee's personnel file for one (1) year.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the 1st day of September 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 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:

ABSTAIN:

By _____
Norma Wyles, City Clerk

APPENDIX A- Unrepresented Police Commander Management Employees

CLASSIFICATION

GRADE

POLICE COMMANDER

P21

Effective first full pay period of July 2026

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
P21	10516	11174	11831	12488	13146	13803

Effective first full pay period of July 2027

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
P21	10727	11398	12068	12738	13409	14079



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-251)

Item: 12.

Meeting: 9/1/2026 3:00 PM

Department: Community Development

Category: Resolution

Prepared by: Angel Hernandez,
Community Development Director

Department Head: Angel Hernandez

DOC ID: 2026-251

**Public hearing to consider the recommendation of the Planning Commission
regarding a time extension of the Lotus Ranch Tentative Subdivision Map.**

CITY MANAGER'S RECOMMENDATION:

Open the public hearing and move to continue this item to the next regularly scheduled City Council Meeting taking place on September 15, 2026.

FISCAL IMPACT:

The City collects development and impact fees from new construction to offset impacts on City facilities and services. Furthermore, conditions of approval for the Lotus Ranch project require the applicant to bear the cost of constructing public improvements directly serving the project.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Economic Opportunity

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

Not Applicable

BACKGROUND:

The Lotus Ranch Tentative Subdivision Map (TSM No. 16-01) was approved by City Council on September 6, 2016 and allows for the development of a 213-acre property into a single-family residential subdivision planned for 574 single-family homes, a 10.8-acre park, a school site, and a 16.5-acre retention basin (Refer to Exhibit A — Lotus Ranch TSM and Exhibit B - Project Location Map). The project is intended to be developed in phases. Unit B1 and Unit B2 have already received final map approval and have been subdivided. City staff are currently reviewing the Unit B3 Final Map, which would create an additional 22 single-family lots, for compliance with the Subdivision Map Act, and expect it to be approved and recorded in the coming months.

The current expiration date is August 5, 2026. Local ordinance and State law allow for the property owner to request 12-month time extensions, not exceeding 60 months in the aggregate, at the discretion of the City Council. This would be the second 12-month time extension for the Lotus Ranch Tentative Subdivision Map, and if approved, the applicant would have the option to request up to three additional 12-month extensions. An extension request was submitted by the applicant requesting a 12-month extension (Refer to Exhibit C — Applicant Letter) on June 6, 2026, prior to the August 5, 2026 expiration date.

Pursuant to Government Code Section 66452.6(e), the map expiration is paused for 60 days or until the City Council approves, conditionally approves, or denies the request. After a duly noticed public hearing held on July 14, 2026, the Planning Commission unanimously voted to recommend approval of the time extension by resolution.

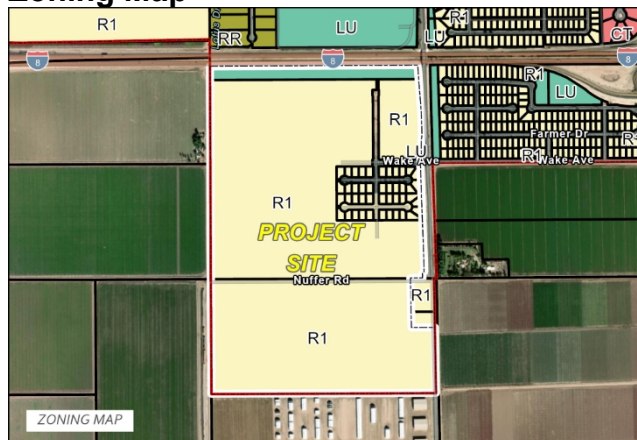
A public hearing on this item was noticed for the City Council meeting of September 1, 2026. However, staff is requesting that the public hearing be opened, that public testimony be taken, and that the item be continued to the next regularly scheduled City Council meeting on September 15, 2026, to allow staff additional time to prepare the proposed resolution for City Council's consideration. A presentation regarding the project will be delivered on that date. Because the hearing will be continued to that date, no additional public notice is required.

DISCUSSION:

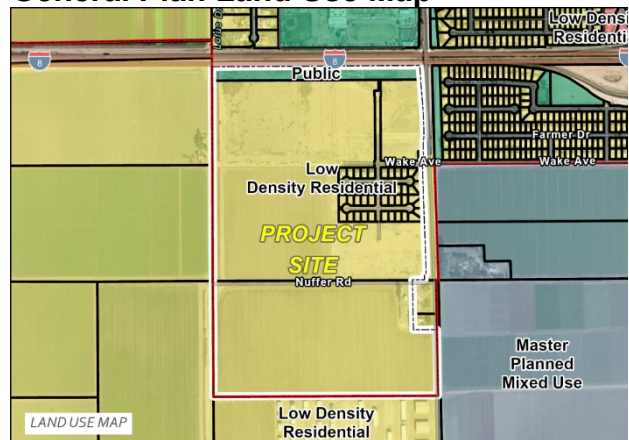
PROJECT LOCATION - The project site consists of 213 acres located in the southwest portion of the City, generally located south of Interstate 8, east of the Lotus Canal, and west of La Brucherie Avenue (Refer to Exhibit C — Project Location Map). Since it was approved in 2016, 22 homes have been constructed on Manzanita Drive and another 22 homes are finishing construction on Chaparral Drive. Major public improvements that have been constructed include Wake Avenue west of La Brucherie Avenue, the relocation of a sanitary sewer lift station, and a sanitary sewer main on Wake Avenue.

LAND USE REVIEW - The Lotus Ranch Subdivision Map was reviewed for conformance with the General Plan and the existing zoning ordinance. There have been no substantial changes to the General Plan affecting this area since the project was approved in 2016, and the map remains consistent with the goals and policies of the General Plan. Also, the project was assessed for compliance with the existing residential development standards and was found to also be consistent. The project site is zoned R1-Single Family and designated for Low Density Residential per the General Plan Land Use Map. No changes or modifications are being requested or considered for the project.

Zoning Map



General Plan Land Use Map



Vicinity	Land Use Designation	Zoning	Current Use
Subject Property	Low Density Residential	R1-Single Family	Vacant land, single-family residential,
North	N/A	N/A	Freeway
East	Low Density Residential, Master Plan Mixed Use	R-1 Single Family and A-2-U (County)	Low Density Residential, Agriculture
South	Single-Family Residential	A-2-U (County)	Hay processing and storage

PUBLIC NOTICING - Notice of this City Council public hearing was mailed to property owners within 300 feet of the project site and published in the Imperial Valley Press on August 21, 2026. As of the date of preparation of this staff report, staff has received one comment, from a resident of the Lotus Ranch Subdivision, regarding the timing of future public improvements in the area, including the park and other landscaping improvements. No comments or questions were received at the Planning Commission public hearing. City Staff are currently working with the Lotus Ranch developer to move forward with the installation of landscaping along Wake Avenue to improve the aesthetics of the subdivision entrance by the end of 2026.

ENVIRONMENTAL REVIEW -The Lotus Ranch EIR was certified by the El Centro City Council on September 6, 2016. There have been no changes to the previously approved project or surrounding conditions that would warrant additional environmental analysis under the California Environmental Quality Act; accordingly, no subsequent or supplemental environmental review is required under CEQA Guidelines Section 15162.

FINDINGS -In determining whether to approve the tentative subdivision map extension, the City Council shall consider the findings set forth in Section 24-281 of the El Centro City Code for approval of the tentative subdivision map. Findings in favor of the project are referenced in Exhibit D — Resolution. Below are the findings of staff's recommended language in support of the project:

1. That the proposed map is consistent with the City of El Centro General Plan.

Lotus Ranch Tentative Subdivision Map was reviewed for consistency with the adopted General Plan at the time it was first approved in 2016. No changes have occurred to the General Plan that were found to make it inconsistent.

2. That the design or improvements of the proposed subdivision are consistent with the City of El Centro General Plan.

Conditions of approval have been incorporated to ensure the Lotus Ranch Tentative Subdivision Map No. 16-01 was designed in accordance with the goals and policies of the General Plan as follows:

"LUE Policy 1.2: Protect and enhance existing residential neighborhoods by supporting safe, well-maintained housing, adequate parks and recreation facilities, and complete sidewalks and pedestrian/bike paths that connect to parks and recreation and neighborhood serving uses." The project includes the provision of sidewalks, pedestrian paths between cul-de-sacs, and bike facilities in compliance with the City's Mobility Element. Furthermore, the inclusion of a park site and school site will allow for walking and biking to these daily destinations within the project site.

"LUE Policy 3.2: Direct and control growth within the City boundary and SOI in coordination with the provision of public facilities and services through the application of the City's Urban Development Program (UDP)." The project site is located within the City's current boundaries and has been studied for the provision of public facilities and services when it was first approved by the City in 2016.

3. That the site is physically suitable for the proposed density of development.

The Lotus Ranch Subdivision is situated adjacent to the City Limits within 213 acres of

land just south of Interstate 8. The site is suitable to accommodate the proposed residential development and has been reviewed to ensure consistency with the City's General Plan and Zoning Ordinance density requirements.

4. That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

An Environmental Impact Report was prepared in compliance with the California Environmental Quality Act. The report found that all significant environmental impacts could be mitigated through mitigation measures. Thus, the project or improvements associated with the project will not cause substantial environmental damage or injure fish or wildlife or their habitat.

5. That the design of the subdivision or type of improvement are not likely to cause serious public health problems.

The Lotus Ranch Subdivision includes sidewalks and a public park to encourage an active lifestyle and will not cause serious public health problems.

6. That the design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large for access through or use of property within the proposed subdivision.

The Lotus Ranch Subdivision will not conflict with easements acquired by the public at large. In fact, land was dedicated by the developer for a regional sanitary sewer lift station.

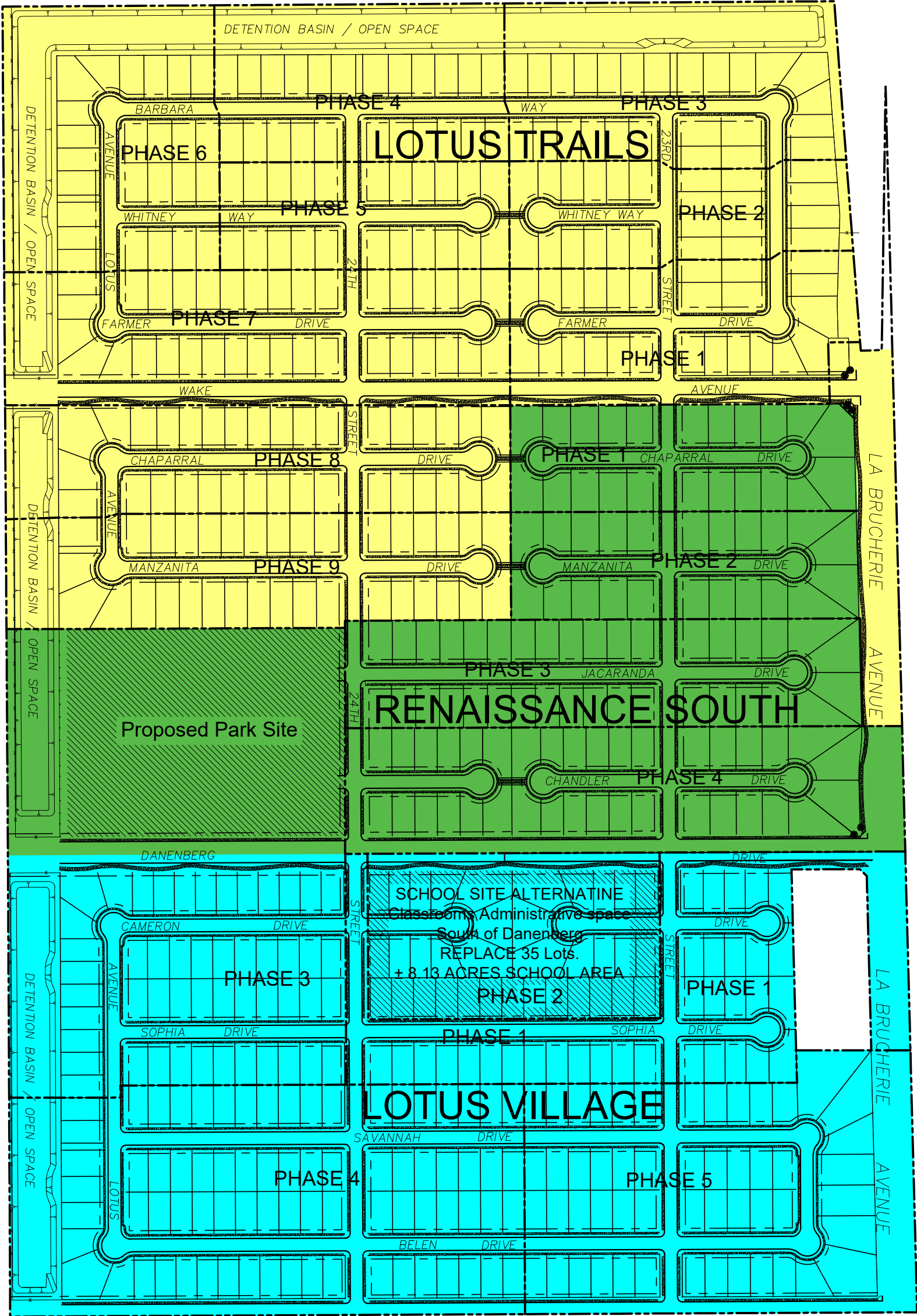
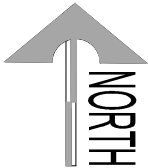
CONCLUSION:

Open the public hearing and move to continue this item to the next regularly scheduled City Council Meeting taking place on September 15, 2026.

ATTACHMENTS:

1. Exhibit A - Lotus Ranch Phasing Map
2. Exhibit B - Project Location Map
3. Exhibit C - Time Extension Request Letter

INTERSTATE 8 FREEWAY



PROJECT ENTRANCE MONUMENT

LOTUS TRAILS	
PHASING UNIT	NO. OF LOTS
1	25
2	24
3	25
4	23
5	22
6	25
7	35
8	34
9	34
TOTAL LOTUS TRAIL = 247 LOTS	

RENAISSANCE SOUTH	
PHASING UNIT	NO. OF LOTS
1	22
2	22
3	36
4	36
TOTAL RENAISSANCE SOUTH = 116 LOTS	

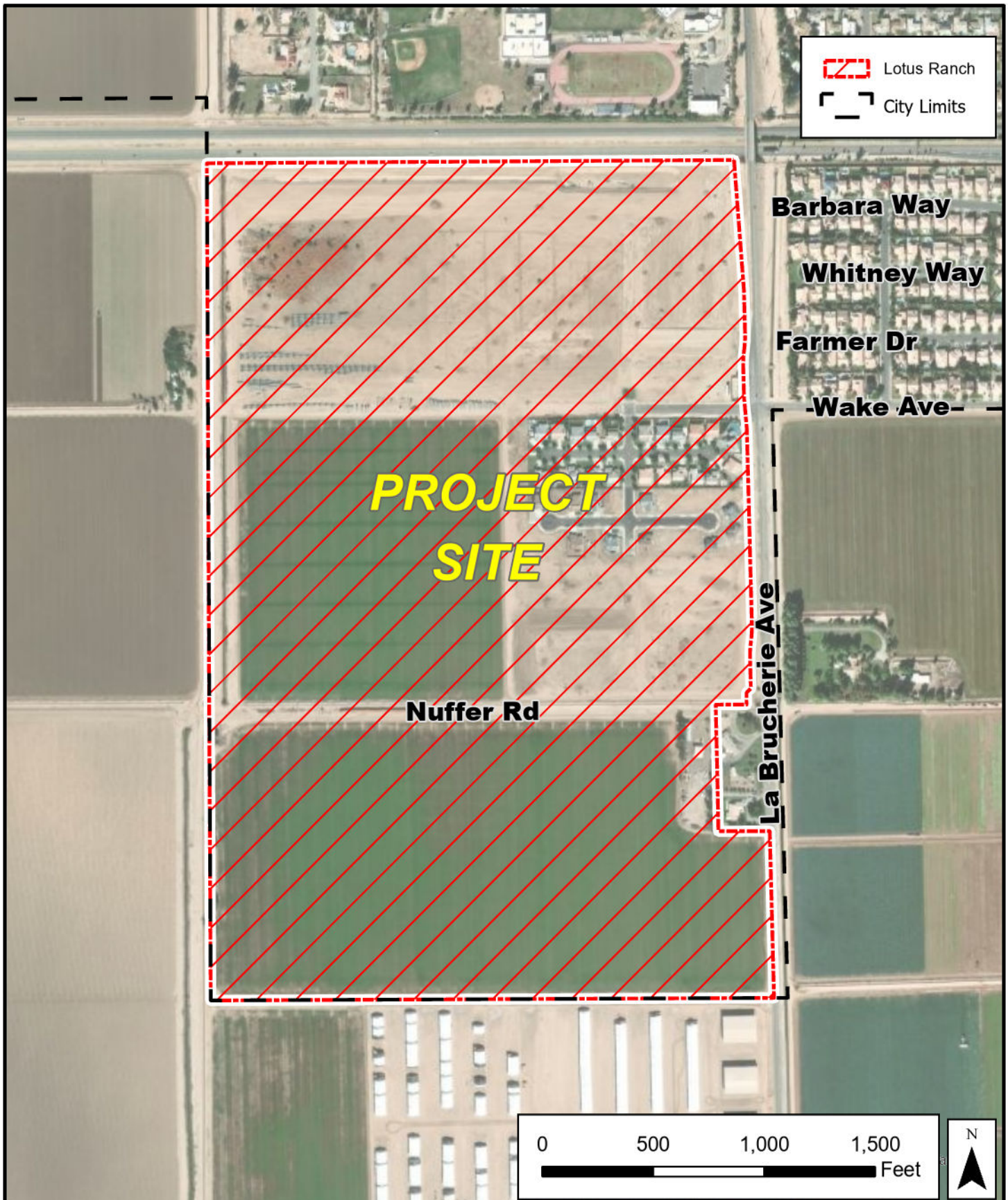
LOTUS VILLAGE	
PHASING UNIT	NO. OF LOTS
1	33
2	35
3	50
4	76
5	52
TOTAL LOTUS VILLAGE = 246 LOTS	

G-MAC DEVELOPMENT

P.O. BOX 3305

EL CENTRO, CA 92243

760 352 4622



**Lotus Ranch
Tentative Subdivision Map
Time Extension**

Project Location Map



Rigid Electric, Inc.
P.O. Box 3305
El Centro, CA 92244-3305

June 3, 2026

Angel Hernandez
Community Development Director
City of El Centro
1275 W. Main Street
El Centro, CA 92243

RE: Request for Time Extension of Entitlements for Lotus Ranch Subdivision

Resolution 16-69: EIR No. 12-06
Subdivision Map No. 16-01
Pre-Zone 05-07

Dear Mr. Hernandez:

This letter serves as a formal request for a one-year extension of time for the Lotus Ranch project and all associated entitlements approved under Resolution No. 16-69 on September 6, 2016 (attached).

As the current entitlements are scheduled to expire on August 5, 2026, we would like to proactively initiate the extension process to allow adequate time for Planning Commission and City Council review and scheduling.

This extension request is necessary due to delays in recording Phase B-3 (44 residential lots), which was submitted to the City of El Centro in April and is currently under review. In the meantime, construction activities are continuing, and we are completing the final homes within Phase B-2 on Manzanita Drive.

We respectfully request approval of a one-year extension of all project entitlements associated with Resolution No. 16-69.

Please contact me if you have any questions or require additional information regarding this request.

Sincerely,



C. Belen Valenzuela

RESOLUTION NO. 16-69

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL CENTRO APPROVING LOTUS RANCH TENTATIVE
SUBDIVISION MAP 16-01

WHEREAS, the City Council of the City of El Centro, California (hereafter referred to as "City Council") has conducted a public hearing upon a proposed request for the Lotus Ranch Tentative Subdivision Map, which proposes the division of 213± acres of land in order to create 574 single-family residential lots, a 10.8-acre park, a 8.13-acre school site and 16.5 acres of retention basins on a property generally located at the southwest corner of Interstate 8 (I-8) and La Brucherie Avenue, further identified by APN 052-280-012 and 052-380-030;

WHEREAS, the City Council has received a report from the Planning Commission relating to the Lotus Ranch Tentative Subdivision Map, including Planning Commission Resolution No. 16-08, recommending approval of the Lotus Ranch Tentative Subdivision Map, subject to certain conditions under Attachment A; and

WHEREAS, after conducting a duly noticed and advertised public hearing and having considered the report and recommendation of the Planning Commission, including Final Environmental Impact Report No. 12-06, the City Council hereby finds that the project as proposed is in conformity with the City's development policies; and

WHEREAS, after due consideration of all written and oral evidence, the City Council has found that it is in the best interest of the City of El Centro, California, to adopt the recommendation of the Planning Commission to approve said Lotus Ranch Tentative Subdivision Map and the proposed finding and conditions as recommended by the Planning Commission.

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

1. The above and foregoing is true, correct, and adopted.
2. The City Council grants conditional approval of the Lotus Ranch Tentative Subdivision Map date stamped received June 14, 2016 by the Planning Division of the City of El Centro, a copy of which is on file in the office of the City Clerk, to allow the division of 213± acres of land in order to create 574 single-family residential lots, a 10.8-acre park site, a 8.13-acre school site and 16.5 acres of retention basins on a property generally located at the southwest corner of Interstate 8 (I-8) and La Brucherie Avenue, further identified by APN 052-280-012 and 052-380-030, subject to the listed conditions under Attachment A and the findings under Attachment B, attached hereto and made a part of this resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the 6th day of Sept., 2016.

CITY OF EL CENTRO

By 
Jason Jackson, Mayor

ATTEST:

By: *L. Diane Caldwell*
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By: *Elizabeth L. Martyn*
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, L. Diane Caldwell, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 16-69 was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the 6th day of Sept., 2016, by the following vote:

AYES: Silva, Cardenas, Viegas-Walker, Garcia
NOES: None
ABSENT: None
ABSTAINED: Jackson

By: *L. Diane Caldwell*
L. Diane Caldwell, City Clerk

ATTACHMENT A

LOTUS RANCH CONDITIONS OF APPROVAL

GENERAL

1. Lotus Ranch, LLC, ("the Developer") proposes a phased, residential development, consisting of 574 single-family units, a 10.8-acre park site, a 8.13-acre school site and 16.5 acres of retention basins, hereafter, referred to as "the project" and further identified as "Lotus Ranch." The project site is generally located at the southwest corner of Interstate 8 (I-8) and La Brucherie Avenue and consists of parcels with Assessor's Parcel Numbers 052-280-012 and 052-380-030 and is generally comprised of 213 acres. Of the 213-acre total project area, 8.13-acres have been designated to accommodate a school site. Exclusion of the 8.13-acre school site would increase the number of units to 609 single-family units.

The project is being proposed in three phases: Phase 1, consists of the construction of 247 units; Phase 2, consists of 116 units; and Phase 3 consists of 211 units (*if the school is not constructed, 246 residential units*). Infrastructure facilities would also be constructed to accommodate the residences inclusive of roadways, sewer and water lines, and gas/electric connections. Access to the residential development would be provided by the north/south roadway, La Brucherie Avenue and the east/west roadways of Wake Avenue, Danenberg Drive, and Manuel Ortiz Avenue.

An Environmental Impact Report was prepared for the proposed project which analyzed three (3) project alternatives. Alternative 1 consists of the construction of 609 single-family residential units and a public park. Alternative 2 is the School Site Alternative and was further identified as the environmentally superior alternative. Although Alternative 1 and 2 have similar impacts, the location of a K-6 school site in the future residential neighborhood would reduce impacts to traffic and could promote smart growth principles for walking and biking. Alternative 3 consists of the No Project Alternative and would eliminate all potential environmental impacts associated with the implementation of the project. However, it was deemed inadequate as it would not meet the project objectives of providing a range of housing, recreational opportunities for residents, and capitalizing economic growth opportunities.

2. The Developer as a condition of this approval, agrees to defend, indemnify, hold harmless, and release the City of El Centro, ("the City"), its agents, officers, attorneys, and employees for any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul, the approval or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, or attorney's fees arising out of or in connection with the approval of the project.
3. The Developer may move forward with the project after the following land use approvals for the project: Annexation, Subdivision Map #16-01, Pre-Zone 05-07, Final Environmental Impact Report (SCH# 2014111045), and Mitigation, Monitoring and Reporting Program. The Developer shall pay all costs of annexation to the City, including but not limited to LAFCO fees.

4. If Alternative 2 is selected, the Developer shall reserve 35 lots, consisting of approximately 8.13 acres (lots 575-609 on Tentative Subdivision Map 16-01) for the McCabe Union Elementary School District, consistent with the General Plan and based upon the School Facility Needs Analysis adopted by the McCabe Union Elementary School District via Resolution No. 15/16- #8 on June 21, 2016. The McCabe Union Elementary School District shall not be responsible for any costs associated with the reservation of the school site, except as required by law.
5. Subdivision Map 16-01 shall comply with the State of California Subdivision Map Act and shall comply with all applicable requirements of the El Centro Municipal Code, Chapter 24, Subdivision Regulations unless modified by approved Conditions of Approval.
6. The project may be constructed and phased per the Lotus Ranch Phasing Map and multiple final maps may be recorded as provided for under the Subdivision Map Act. These conditions of approval shall be interpreted and applied to facilitate the development and construction of this map in phases subject to the discretion of the City Engineer.
7. Subdivision Map 16-01 shall be subject to and shall comply with all mitigation measures identified in the adopted Mitigation Monitoring & Reporting Program (MMRP) adopted with the Final Environmental Impact Report (FEIR) and all applicable requirements of Chapter 29 of the Municipal Code unless modified by approved Conditions of Approval.
8. All applicable Conditions of Approval shall be met to the satisfaction of the City Engineer and Community Development Director or designee prior to the issuance of Grading Permits, Building Permits, and release of utilities.
9. The Developer shall comply with all other applicable state and City regulations, ordinances and resolutions.

FINAL MAPS

10. Multiple Phased Final Maps may be filed for recordation prior to the expiration of the Tentative Subdivision Map pursuant to the Subdivision Map Act or as extended by state legislation. The phased Final Maps may be recorded for financing and conveyance purposes. Phased Final Maps shall conform to the approved Phasing Map, such that the boundaries of each proposed Phased Final Map shall be within the boundaries of a designated phase unless an alternate Phasing Map is first approved by the City. The following conditions shall be met with each Final Map:
 - a) Prior to filing of a Final Map for a phase, all public streets in that Final Map shall be improved, or acceptable security shall be provided for said work to the satisfaction of the Director of Public Works. Should work occur prior to the filing of the map, the Developer will provide written access to the City for inspection and pay applicable inspection fees.
 - b) All grading, drainage and easements for drainage, adequate to protect each lot for which a Final Map is requested, and surrounding parcels, which could be

impacted by such design or lack of design, shall be guaranteed to the satisfaction of the Director of Public Works.

- c) Any and all off-site improvements necessary for mitigation of impacts brought about by the project shall be apportioned to the degree possible to guarantee adequate mitigation.

LAND USE & ZONING

11. After annexation approval, the majority of project site shall be zoned R-1, Single Family Residential. Where homes or right of way are not proposed, the land shall be zoned LU (Limited Use). Lots 575-609 on the Tentative Subdivision Map shall be zoned R-1, Single Family Residential. The existing zoning will be in conformity with the City's General Plan "Low Density Residential" and the "Public" land use designation. The proposed project site shall be in conformity with the General Plan's standards.
12. The Developer shall be responsible for ensuring the project is developed in accordance with the residential zone design standards as outlined in Section 29-55 of the City Code.
13. The following cul-de-sacs shall include an open pedestrian link to adjacent uses and roads: Whitney Way, Farmer Drive, Chaparral Drive, Manzanita Drive, and Chandler Drive. Additionally, where long spans of homes are proposed adjacent to the retention basin, pedestrian links shall be provided. The pedestrian link shall be a minimum of 10-feet in width. Maintenance costs associated with the pedestrian links shall be included in the Lighting Landscaping and Maintenance District.
14. Prior to filing of a Final Map, landscaping plans for public right of ways and proposed residences shall be provided for review to the Community Development Department. The plans shall include a water budget (calculations) and the water usage shall comply with California's drought regulations unless new water regulations are adopted by the State of California.
15. The Developer shall construct a 6-foot high masonry wall along the rear of properties located along La Brucherie Avenue, Wake Avenue and Danenberg Drive. The wall shall be no less than 6-feet in height on either side. The exterior side of the wall shall include a landscaping strip of no less than 3-feet. The landscaping strip shall consist of drought tolerant plants, and preferably include climbing vines to deter graffiti.
16. The Developer shall construct a 6-foot high masonry wall with a 2-foot solid vinyl extension for a total of 8-feet, along the rear properties of Manuel Ortiz Avenue. The wall shall be no less than 8-feet in height on either side. The exterior side of the wall shall include a landscaping strip of no less than 6-inches, but no more than 4-feet.
17. A 6-foot wooden fence shall be constructed along the rear of residences that abut the western retention basins. A noise barrier masonry wall shall also be constructed along the rear of residences that abut the northern retention basins that is visible from the freeway.
18. The Developer shall ensure that a minimum of two trees are provided per lot within the parkway strip. All trees shall be a minimum of 15 gallons in size when planted and shall include an irrigation system. Street tree themes shall be submitted to the Community

Development Department for approval prior to the planting of trees. Planting shall comply with State storm water, drought and landscape regulations.

19. The Developer shall ensure the following minimum building setbacks are maintained for all lots: front yard, twenty-feet (20'), side yards five feet (5') on one side and ten feet (10') on the other side, exterior side yard for corner lots, fifteen feet (15'), and rear yard, five feet (5') for single-story and twenty-five (25') for two story.
20. Vehicular access to any proposed lot shall only be allowed via the front of the lot as approved in Subdivision Map 16-01. No rear or side entry access is permitted unless specifically approved by the Public Works Director after illustrating that no traffic turning conflicts or deleterious movements will occur.
21. The project shall comply with all applicable provisions of the California Code of Regulations Title 24 (ADA).
22. All outdoor lighting shall be provided in accordance with Section 29-149 of the City Code, or as amended.
23. Prior to filing of a Final Map, the Developer shall provide architectural elevations, exterior building colors and materials to the City for review and approval. Housing colors shall consist of earth tones or soft muted colors.

AGRICULTURAL RESOURCES

24. In order to protect agricultural resources, a "buffer zone" shall be provided adjacent to farmland in the form of stormwater retention basins located on the west side of the project site. The retention basins located along the western property line shall serve as open space for residents.
25. To reduce potential conflicts with future residents and existing agricultural operations, an advisory notice shall be provided in writing to potential homebuyers at the time the purchase offer is submitted. The notice shall contain two provisions: include information about Imperial County's Right to Farm Ordinance, and impacts associated from nearby agricultural operations including, but not limited to noise, odor, dust, and lighting. The notice shall also include notification that the entire subdivision is restricted from the use of all fireworks due to the adjacent hay storage operations. The homebuyer shall sign the notice to acknowledge receipt of said notice. A copy of the advisory notice shall be recorded as provided in Mitigation Measure AGR 1.4.

AIR QUALITY/GREENHOUSE GAS EMISSIONS

26. The Developer shall ensure that project construction operations adhere to the measures found in the Imperial County Air Pollution Control District (ICAPCD) Regulation-Fugitive Dust Rules as well as ICAPCD CEQA Handbook Measure for construction equipment and fugitive PM10 control that assist in reducing short-term air pollutant emissions (ICAPCD 2006). The ICAPCD Rules and Regulations can be found at <http://www.imperialcounty.net>. In addition, the owner/Developer of the new development shall comply with Rule 310 of the ICAPCD.

27. Prior to construction, the Developer shall adhere to standard mitigation measures for construction equipment as follows:
- a) Maintain all construction equipment in proper tune according to manufacturer's specifications.
 - b) Fuel all off-road and portable diesel powered equipment, including, but not limited to bulldozers, graders, cranes, loaders, scrapers, backhoes, generator sets, compressors, auxiliary power units, with ARB certified motor vehicle diesel fuel.
 - c) Maximize to the extent feasible, the use of diesel construction equipment meeting the ARB's 1996 or newer certification standards for off-road duty diesel engines.
 - d) Install diesel oxidation catalyst (DOC), catalyzed diesel particulate, or other District-approved emission reduction retrofit devices.
28. Prior to construction, the Developer shall adhere to standard mitigation measures for PM₁₀ control as follows:
- a) The construction site shall be pre-watered for 48 hours prior to clearing and grubbing.
 - b) Reduce the amount of disturbed area where possible.
 - c) Water at least twice daily or otherwise stabilize all active construction areas.
 - d) All dirt stockpile areas should be sprayed daily as needed.
 - e) Pave, apply water three times daily, or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.
 - f) Haul trucks shall cover loads or maintain at least six (6) inches of freeboard when traveling on public roads.
 - g) Pre-moisten, prior to transport, import and export materials that have a silt content of five (5) percent or greater with a spray bar or cover trucks hauling dirt, sand, or loose materials. Empty trucks and trucks carrying asphalt material are excluded from this requirement.
 - h) Sweep streets at the end of each day if visible soil material is carried onto streets, or wash off truck and equipment leaving site.
29. The Developer shall adhere to the following discretionary mitigation measures for PM₁₀ control:
- a) Use water trucks or sprinkler systems in sufficient quantities to prevent airborne dust from leaving the site. When wind speeds exceed 15 mph the operators shall increase watering frequency.
 - b) Apply chemical soils stabilizers or apply water to form and maintain a crust on inactive construction areas disturbed lands within construction projects that are unused for at least four (4) consecutive days)
 - c) Apply non-toxic binders (e.g. latex acrylic copolymer) to exposed areas after cut and fill operations and hydro-seeded areas.
 - d) Plant vegetative ground cover in disturbed areas as soon as possible and where feasible.
 - e) Cover or apply water or chemical suppressants to form and maintain a crust on inactive storage piles.
 - f) All roadways driveways, sidewalks, etc. to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.

- g) Vehicle speed for all construction vehicles shall not exceed 15 mph on any unpaved surface at the construction site.
 - h) Install wheel washers rumble gates, provide a gravel pad, or pave the area where vehicles enter and exit unpaved roads onto streets; or wash off trucks and equipment leaving the site.
30. The Developer shall adhere to the following standard site design measures:
- a) Use water trucks or sprinkler system in sufficient quantities to prevent airborne dust from leaving the site. When wind speeds exceed 15 mph the operators shall increase water frequency.
 - b) Link cul-de-sacs and dead-end streets to encourage pedestrian and bicycle travel.
 - c) Allocate easements or land dedications for bikeways and pedestrian walkways.
 - d) Provide continuous sidewalks separated from the roadway by landscaping and on-street parking. Adequate lighting for sidewalks must be provided, along with crosswalks at intersections.
 - e) Incorporate energy efficiency measures which meet mandatory, prescriptive and/or performances measures as required by Title 24.
31. If the project design includes fireplaces, no wood-burning fireplaces shall be installed; rather, all fireplaces shall be natural gas.

BIOLOGICAL RESOURCES

32. A pre-construction burrowing owl survey shall be required at least 14 days prior to ground disturbance to detect the presence of burrowing owls and inform necessary take avoidance actions. These surveys will include all areas where suitable habitat is present within the survey area.
33. The Developer shall apply the burrow exclusion and closure technique to culverts being used as burrows along the southern boundary of the southern parcel identified by Assessor's Parcel Number 052-380-030.
34. The Developer shall engage in formal consultation with the California Department of Fish and Wildlife to develop the appropriate mitigation plans, which could include actions such as translocation of burrowing owls, artificial burrow construction, and/or habitat preservation.
35. The Developer shall consult with the California Department of Fish and Wildlife prior to construction in order to develop the appropriate mitigation plans for the Lotus Ranch project. Other mitigation measures such as translocation or burrowing owls, artificial burrow construction, and/or habitat preservation may be required.

GEOLOGY AND SOILS

36. The Developer shall prepare a site-specific geotechnical investigation to locate and evaluate on-site soils. Such investigation would detail the design requirements to account for any potential liquefaction, subsidence, or expansive conditions.

HYDROLOGY/WATER QUALITY

37. The Developer shall comply with the National Pollutant Discharge Elimination System General Construction Permit. The Developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in compliance with the State Water Resources Control Board for the complete subdivision showing phasing requirements. The Developer shall submit to the Engineering Department a copy of the approved Notice of Intent (NOI) as submitted to the SMARTS system with the City Grading Permit Application for each phase of construction.
38. The Developer shall comply with the City's Storm Water Program and Ordinance. Grading and Erosion Control Plans implementing Best Management Practices (BMP's) complying with the City's Storm Water Quality (MS4) Ordinance, including but not limited to the submittal of a Water Quality Management Plan (WQMP) and an Operation and Maintenance Plan (O&M Plan) for the proposed BMP's, shall be submitted for review and approval with each phase.

The Developer shall ensure that the proposed storm water retention basins be designed and improved in accordance with the City's Retention Basin Standards, unless otherwise approved by the Public Works Director.

39. The retention basin and storm water quality requirements of a Final Map Phase shall be completed prior to its first final inspection.
40. Prior to the issuance of the first grading permit, the Developer shall enter into a Storm Water Facilities Maintenance Agreement with Easements and Covenants running with the land to ensure compliance with the post construction Best Management Practices Operation and Maintenance Plan. The agreement shall describe a method to account for the Final Map phasing.
41. The Developer shall pipeline and underground any open drains bordering any individual Final Map prior to the 20th or final inspection of said map, whichever occurs first. Any open drain bordering the project site shall be pipelined and undergrounded in accordance with the specifications of the Imperial Irrigation District (IID). The Developer shall provide security acceptable to the City Engineer for the entire work. Proof of payment to IID acceptable to the Public Works Director or actual construction completion shall satisfy this condition.

Regardless of Final Map phasing sequence:

- a) Prior to the issuance of the 164th building permit, the Lotus Drain shall be pipelined between Wake Avenue and Interstate 8. Proof of payment to IID acceptable to the Public Works Director or actual construction completion shall satisfy this condition.
- b) Prior to the issuance of the 300th building permit, the Lotus Drain shall be pipelined between Danenberg Drive and Wake Avenue. Proof of payment to IID acceptable to the Public Works Director or actual construction completion shall satisfy this condition.

42. Prior to the recordation of the first Final Map, the Developer shall submit a Mosquito Abatement Plan to the Division of Environmental Health of the Imperial County Public Health Department.

NOISE

43. The Developer shall ensure that construction contracts specify that all construction equipment shall be equipped with mufflers and other suitable noise attenuation devices.
44. The Developer shall ensure that when existing residential units are located within 200-feet of a construction site, a notice is sent regarding the construction scheduled of the proposed project. Signs shall be legible at a distance of 50-feet and posted at the construction site. All notices and signs shall indicate the dates and duration of construction activities, as well as provide a telephone number where residents can enquire about the construction process and register complaints.
45. The Developer shall ensure that prior to the completion of the homes abutting the northern retention basins located along Interstate 8, a permanent noise barrier shall be provided along the rear of the lots to shield the homes from freeway noise. The noise wall should be designed to provide at least 8 dBA of noise reduction of the first row of homes. The noise barrier shall be designed to reduce the noise impacts to an acceptable level (60 CNEL) in accordance with the City of El Centro Noise Element of the General Plan. That noise barrier would reduce freeway noise levels at the homes nearest to Interstate 8 to the "Conditionally Acceptable" noise compatibility category. The Citywide requirement to meet the Title 24 construction standards for indoor noise would then be adequate to provide a suitable noise environment inside the homes. The Developer may be required to conduct further analysis to determine the final height of the wall that will be constructed.

PUBLIC SERVICES/UTILITIES

46. Prior to the issuance of building permits the Developer shall pay or defer payment of development impact fees, in accordance with Resolution No. 15-04. In the event that Resolution 15-04 is not superseded by a new extension, the Developer shall pay development impact fees prior to the issuance of the building permit. School district impact fees shall be paid prior to the issuance of building permits.
47. The Developer shall dedicate a 10.8-acre site for a future park. In addition, a wrought iron decorative fence shall be provided along the western side of the park.
48. Prior to the recordation of the first Final Map, the Developer shall provide a Detention Basin Plan for the retention basins. The western basins shall incorporate walking trails, drought tolerant vegetation and wrought iron decorative fencing along the west side. Additionally, pedestrian lighting shall be provided along the western retention basin situated between Wake Avenue and Danenberg Drive.
49. Utilities shall be provided in accordance with the City's Water/Sewer Master Plan. The Developer may enter into a reimbursement agreement with the City for any over sizing of water or sewer pipelines that may be required.

50. Sewer mains shall be designed to the extent feasible to follow natural grade.
51. Developer shall enter into the form of agreement approved by City Council Resolution 16-70 providing for reimbursement to the City for the Developer's fair share of the construction of a sewer main pipeline along Wake Avenue between La Brucherie Avenue and Lotus Drain.
52. Fire hydrants, markers, and water mains shall be provided in accordance with the Fire Department's specifications. All fire hydrants shall be on a looped water system and shall be in service before any combustible construction begins.
53. The Developer shall provide a shaded school bus pick up/drop off area within the park in accordance with the School District's specifications.
54. Conduit and fiber optic lines shall be installed to future planned public facilities, which include schools to the satisfaction of the Imperial Valley Telecommunications Authority (IVTA) and the Director of Public Works.
55. Prior to the approval of the final inspection of the first Final Map, or the approval of the second Final Map, whichever comes first, the Developer shall be responsible for the establishment of a Lighting, Landscaping and Maintenance District (LLMD) or alternate financing mechanism approved by the City for the maintenance of landscaping and lighting. Pursuant to the 1972 Act of Lighting and Landscaping, the approved uses include landscaping, statues, fountains, general lighting, recreational and playground courts and equipment, and public restrooms. The Developer shall be responsible for updating the LLMD as phasing advances or modifications are needed.

TRAFFIC/INTERSECTIONS/HIGHWAYS

56. Prior to the issuance of the first final inspection of each phase of development, all offsite improvements (e.g. water, sewer, storm water, curb, gutter, paving, lighting, sidewalks, etc.) shall be provided in accordance with the City's Subdivision Ordinance including parkways not less than 6.5 feet wide, measured from the face of curb to the outside edge of the sidewalk. Parkways shall include drought tolerant landscaping. Rock may be incorporated into the landscape design in accordance with the City's landscaping ordinance.
57. The Developer shall provide a Class II bicycle lane along Danenberg Drive, consistent with the City of El Centro Bicycle Master Plan.
58. The Developer shall ensure to provide a sight distance and curb radius in conformance with City standards at all project access points.
59. The Developer shall provide ADA-compliant pedestrian access to all of the project facilities.
60. Prior to the first final inspection of the first Final Map, the Developer shall coordinate with the Imperial County Transportation Commission to establish a bus stop curb pullout and location within and/or surrounding the site.

61. Prior to the first final inspection of the first Final Map, the Developer shall install a 4-way stop at the intersection of La Brucherie Avenue/Wake Avenue and associated street markings and signage to the satisfaction of the City Engineer.
62. The Developer shall widen the west side of La Brucherie Avenue along the project's frontage to City four-lane standards (Secondary/4-lane arterial).
 - a) Prior to the issuance of the 10th building permit, La Brucherie Avenue shall be widened between Interstate 8 and Wake Avenue. Security for this segment shall be provided to the satisfaction of the City Engineer prior to approval of the first Final Map.
 - b) Prior to the issuance of the 222nd building permit, La Brucherie Avenue shall be widened midway between Wake Avenue and Danenberg Drive, including intersection improvements at Wake Avenue. Security for this segment shall be provided to the satisfaction of the City Engineer prior to approval of the first Final Map.
 - c) Prior to the issuance of the 350th building permit, the La Brucherie Avenue widening shall be completed to continue southerly of Danenberg Drive to such point that south bound traffic tapers can be established. The work shall include intersection improvements at Danenberg Drive. Security for this segment shall be provided to the satisfaction of the City Engineer prior to issuance of the 223rd building permit.
 - d) Prior to the issuance of the 450th building permit, La Brucherie Avenue shall be completed to the southern project limits including intersection improvements. Security for this segment shall be provided to the satisfaction of the City Engineer prior to issuance of the 351st building permit.
 - e) The Public Works Director may approve minor variations to the above schedule to match phasing of maps upon the request of the developer.
63. Prior to the issuance of the 222nd building permit, the Developer shall signalize the intersection of La Brucherie Avenue/Wake Avenue to the City's Circulation Element standards, and provide striping to meet the following lane configurations:
 - a) Northbound: one (1) dedicated left-turn lane
one (1) dedicated thru lane
one (1) dedicated right turn lane
 - b) Southbound: one (1) dedicated left-turn lane
two (2) dedicated thru lanes
one (1) dedicated right turn lane
 - c) Westbound: one (1) dedicated left-turn lane
one (1) shared thru/right-turn lane
 - d) Eastbound: one (1) dedicated left-turn lane
one (1) dedicated thru lane
one (1) dedicated right turn lane

The Developer shall be eligible for a reimbursement agreement from future development benefiting from the signal light at the La Brucherie Avenue/Wake Avenue intersection.

64. Prior to the issuance of the 350th building permit, the Developer shall improve the intersection of La Brucherie Avenue/Danenberg Avenue to the City's Circulation Element standards, and provide striping to meet the following lane configurations:

- a) Northbound: one (1) dedicated left-turn lane
one (1) dedicated thru lane
 - b) Southbound: two (2) dedicated thru lanes
one (1) dedicated right turn lane
 - c) Eastbound: one (1) dedicated left-turn lane
one (1) dedicated right turn lane

- 65. Prior to the issuance of the 450th building permit, the Developer shall improve the intersection of La Brucherie Avenue/Manuel Ortiz Avenue to the City's Circulation Element standards, and provide striping to meet the following lane configurations:
 - a) Northbound: one (1) dedicated left-turn lane
one (1) dedicated thru lane
 - b) Southbound: one (1) dedicated thru lanes
one (1) dedicated right turn lane
 - c) Eastbound: one (1) dedicated left-turn lane
one (1) dedicated right turn lane

- 66. The Developer shall construct Wake Avenue within the project site to two-lane arterial standards when it fronts a construction phase. However, Wake Avenue shall be built between La Brucherie Avenue and the west construction limits according to the Tentative Map prior to the issuance of the 224th building permit, whichever occurs first.

- 67. The Developer shall construct Danenberg Drive within the project site to four-lane arterial standards when the roadway fronts a construction phase. The developer may construct half width or full width street as it fronts the construction phase. However, Danenberg Drive shall be constructed between La Brucherie Avenue and the western construction limits prior to the issuance of the 450th building permit, whichever occurs first.

- 68. The Developer shall design Manuel Ortiz Drive to two-lane collector standard within the project site when it fronts a construction phase, but shall only be required to construct one lane in each direction plus parking on one side. However, Manuel Ortiz shall be built between La Brucherie Avenue and the construction limits according to the Tentative Map prior to the issuance of the 500th building permit, whichever occurs first.

- 69. Prior to the issuance of the 210th building permit, the Developer shall contribute a fair share (2.3%) towards the provision of an eastbound right-turn overlap phase (RTOL) at the intersection of Imperial Avenue/Ocotillo Drive.

- 70. Prior to the issuance of the 155th building permit, the Developer shall contribute a fair share (4.3%) towards signaling the intersection of La Brucherie Avenue/McCabe Road and providing a dedicated left-turn lane at each approach.

- 71. Prior to the issuance of the 425th building permit, the Developer shall contribute a fair share (36.6%) towards the cost of widening Wake Avenue to two-lane arterial standards between La Brucherie Avenue and the future extension of Imperial Avenue.

72. Prior to the issuance of the 425th building permit, the Developer shall contribute a fair share (12.4%) towards the construction of Imperial Avenue between Interstate-8 and Wake Avenue.
73. Major thoroughfares within the project site such as La Brucherie Avenue and Danenberg Drive shall provide a shared use pathway consisting of a minimum of 10-feet. The shared use pathways shall include drought tolerant landscaping.

ATTACHMENT B

FINDINGS

LOTUS RANCH TENTATIVE SUBDIVISION MAP NO. 16-01

FINDINGS

1. That the proposed map is consistent with the City of El Centro General Plan.

Lotus Ranch Tentative Subdivision Map No. 16-01 was reviewed for consistency with the adopted, General Plan by all City Departments. Comments from City Departments were incorporated and included as conditions of approval, further identified in Attachment A.

2. That the design or improvements of the proposed subdivision are consistent with the City of El Centro General Plan.

Conditions of approval have been incorporated to ensure the Lotus Ranch Tentative Subdivision Map No. 16-01 was designed in accordance with the goals and policies of the General Plan as follows:

“Policy 1.3- Ensure that new residential development is compatible with surrounding existing residential development.” The proposed Lotus Ranch Subdivision will be consistent with the aesthetics and character of the adjacent, Farmer Estates Subdivision.

“Policy 2.1- Continue to direct and control growth in the City and sphere of influence through the application of the City’s Urban Development Program.” The proposed housing subdivision is located within Tier 1 of the City’s Urban Development Program. New development within this area is adjacent to the City Limits and can be served by gravity sewer lines to existing trunk sewers and water lines are also in close proximity. Given the proximity to the City Limits, City services are in close proximity to the new development.

3. That the site is physically suitable for the proposed density of development.

The Lotus Ranch Subdivision is situated adjacent to the City Limits within 213 acres of land just south of Interstate 8. The site is suitable to accommodate the proposed residential development and has been reviewed to ensure consistency with the City’s General Plan and Zoning Ordinance density requirements.

4. That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Environmental Impact Report 12-06 was prepared in compliance with the California Environmental Quality Act. The report found that all significant environmental impacts could be mitigated through mitigation measures. Thus, the project or improvements associated with the project will not cause substantial environmental damage or injure fish or wildlife or their habitat.

5. That the design of the subdivision or type of improvement are not likely to cause serious public health problems.

The Lotus Ranch Subdivision includes sidewalks and a public park to encourage an active lifestyle and will not cause serious public health problems.

6. That the design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large for access through or use of property within the proposed subdivision.

The Lotus Ranch Subdivision will not conflict with easements, acquired by the public at large. To the contrary, land is being acquired from the developer for a regional sewer lift station.

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)§
CITY OF EL CENTRO)

I, L. Diane Caldwell, City Clerk of the City of El Centro, California do hereby certify that the foregoing is a true and correct copy of Resolution No. 16-69, which was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro held on September 6, 2016, by the following vote:

YES:	Silva, Cardenas, Viegas-Walker, Garcia
NOES:	None
ABSENT:	None
ABSTAINED:	Jackson

(SEAL)



L. Diane Caldwell, CMC
CITY CLERK



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-188)

Item: 13.

Meeting: 9/1/2026 3:00 PM

Department: Community Services

Category: Resolution

Prepared by: Eduardo Sillas,
Community Services Specialist I

Department Head: Adriana Nava

DOC ID: 2026-188

Public Hearing to Approve the Draft 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER), and Authorization for Staff to Submit CAPER to the U.S. Department of Housing and Urban Development (HUD).

CITY MANAGER'S RECOMMENDATION:

1. Open the public hearing, and receive public comments regarding the Draft 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER).
2. Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT 2025-2026 AS PART OF THE END OF THE YEAR REQUIREMENT REPORT PROVIDED TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT UNDER THE ENTITLEMENT GRANTEE PROGRAM.
3. Authorize staff to submit the approved 2025-2026 CAPER to the U.S. Department of Housing and Urban Development (HUD).

FISCAL IMPACT:

The public hearing and approval of the Consolidated Annual Performance and Evaluation Report (CAPER) will have no fiscal impact on the General Fund.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

City Beautification, Engagement & Civic Pride
Economic Opportunity
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.:

N/A

BACKGROUND:

The City of El Centro is designated by the U.S. Department of Housing and Urban Development (HUD) as an entitlement community under the Community Development Block Grant (CDBG) Program. As an entitlement community, the City receives an annual allocation of CDBG funds to support eligible housing and community development activities that principally benefit low- and moderate-income residents.

The City completed its 2025-2026 CDBG Program year on June 30, 2026. For Program Year 2025-2026, the City received a CDBG entitlement allocation of \$502,738 and \$60,624.37 in CDBG Program Income.

HUD requires entitlement communities receiving CDBG funds to annually evaluate and

publicly report their progress in carrying out the goals and activities identified in their Consolidated Plan and Annual Action Plan. The CAPER serves as the City's annual performance report and provides an assessment of the City's accomplishments and progress toward meeting its housing and community development goals during the reporting period of July 1, 2025, through June 30, 2026.

The 2025-2026 CAPET reports on activities undertaken pursuant to the City's 2025-2026 Annual Action Plan, which was adopted by the City Council on April 15, 2025.

DISCUSSION:

The Draft 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER), covering the period of July 1, 2025, through June 30, 2026, is presented to the City Council for review, public comment, and approval.

The CAPER provides a comprehensive assessment of the City's progress in meeting the goals and objectives established in its 2024-2028 Consolidated Plan and 2025-2026 Annual Action Plan. The report includes information regarding:

- Accomplishments and progress toward established CDBG goals and objectives;
- The racial and ethnic composition of program beneficiaries;
- Resources made available and expenditures during the program year, including CDBG Program Income;
- Activities related to affordable housing;
- Services and programs addressing homelessness and other special needs;
- Public housing;
- Fair housing activities;
- Monitoring and program administration; and
- CDBG-funded activities and accomplishments.

Among the City's accomplishments, Catholic Charities' Homeless Day Center provided services to 497 individuals experiencing homelessness; the Senior Nutrition Program assisted 133 seniors; fair housing services were provided to El Centro residents; and improvements to Frazier Field Park were completed. The City also continued implementing activities intended to improve neighborhoods, support affordable housing opportunities, and provide services to low- and moderate-income residents.

Pursuant to the City's Citizen Participation Plan and in compliance with HUD requirements, the Draft CAPER was made available for a 15-day public review and comment period from August 18, 2026, through September 2, 2026. A Notice of Public Hearing for the September 1, 2026, City Council meeting was duly published in the *Imperial Valley Press*, a newspaper of general circulation, providing residents and interested parties an opportunity to review and comment on the City's performance and use of CDBG and other housing and community development resources during Fiscal year 2025-2026. Following consideration of public comments, staff recommends that the City Council approve the 2025-2026 Draft CAPER as presented and authorize staff to submit the final report to HUD in accordance with applicable federal requirements.

CONCLUSION:

Staff recommends that the City Council open the public hearing, solicit public input on the 2025-2026 Draft Consolidated Annual Performance and Evaluation Report and provide comments.

Staff recommends the City Council adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT 2025-2026 AS PART OF THE END OF THE YEAR REQUIREMENT REPORT PROVIDED TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT UNDER THE ENTITLEMENT GRANTEE PROGRAM.

Upon approval, staff will incorporate any applicable public comments received and submit the final 2025-2026 CAPER to the U.S. Department of Housing and Urban Development in accordance with HUD requirements.

ATTACHMENTS:

1. DRAFT 2025-2026 El Centro CAPER
2. Resolution FINAL

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CR-05 - GOALS AND OUTCOMES

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of El Centro is an entitlement community that annually receives funding under the U.S Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Entitlement Program to develop viable urban communities by carrying out projects that provide decent housing, a suitable living environment, and economic opportunities for low- to moderate- income residents.

The FY 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) documents the accomplishments and progress produced by the City of El Centro as projected in the City's FY 2024-2028 Consolidated Plan, which includes the 2025-2026 Annual Action Plan. This performance report focuses on outcomes achieved with CDBG funds.

The CAPER covers the period from July 1, 2025, through June 30, 2026, and represents the second year of reporting within the City's Five-Year Consolidated Plan period (2024-2028). This plan serves as a five-year road map and includes comprehensive goals and coordinated strategies to address the housing and community needs of low- and moderate- income residents. The 2024-2028 Con Plan specifies the following priority needs:

- Provide decent and affordable housing
- Support the continuum of care for people experiencing homelessness
- Promote equal housing opportunity
- Provide community facilities and infrastructure
- Provide community and supportive services
- Encourage economic development opportunities

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 - Accomplishments – Program Year

Goal	Category	Source / Amounts per Con Plan	Indicator	Unit of Measure	Expected Program Year	Actual Program Year	Percent Complete
Asbestos Testing and Removal	Affordable Housing	CDBG: \$10,000	Homeowner Housing Rehabilitated	Household Housing Unit	1	0	0.00%
Code Enforcement	Non-Housing Community Development	CDBG: \$56,000	Housing Code Enforcement/ Foreclosed Property Care	Household Housing Unit	100	77	77.00%
Domestic Violence Support Services	Homeless Non-Homeless Special Needs	CDBG: \$30,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5	2	40.00%
Lead Based Paint Reduction	Affordable Housing	CDBG: \$5,000	Homeowner Housing Rehabilitated	Household Housing Unit	1	0	0.00%
Promote Fair Housing	Affordable Housing Public Housing	CDBG: \$47,250	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	168	40	23.80%
Public Services for Homeless	Homeless	CDBG: \$50,000	Homelessness Prevention	Persons Assisted	250	497	198.80%

Goal	Category	Source / Amounts per Con Plan	Indicator	Unit of Measure	Expected Program Year	Actual Program Year	Percent Complete
Support Services for Seniors	Non- Homeless Special Needs	CDBG: \$60,000 Program Income: \$3,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	133	53.20%
Improvements to Frazier Field	Non-Housing Community Development	CDBG: \$262,031	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Public Facilities	1	1	100.00%
Sidewalks in Support of Housing	Non-Housing Community Development	CDBG: \$10,000	Public service activities other than Low/Moderate Income Housing Benefit	Household Housing Unit	1	0	0.00%
Community Center ADA Improvements	Affordable Housing	CDBG: \$68,531	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Public Facility or Households Assisted	1	0	0.00%

Table 2 - Accomplishments – Strategic Plan to Date

Goal	Category	Source / Amounts per Con Plan	Indicator	Unit of Measure	Expected Con Plan	Actual Con Plan	Percent Complete	Expected Program Year	Actual Program Year	Percent Complete
Activities for Youth and At-Risk Youth	Non-Homeless Special Needs	CDBG: \$30,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1,500	0	0.00%	0	0	0.00%
Asbestos Testing and Removal	Affordable Housing	CDBG: \$50,000	Homeowner Housing Rehabilitated	Household Housing Unit	5	0	0.00%	1	0	0.00%
Blight and Substandard Housing Elimination	Affordable Housing Non-Housing Community Development	CDBG: \$50,000	Buildings Demolished	Buildings	1	0	0.00%	0	0	0.00%
Code Enforcement	Non-Housing Community Development	CDBG: \$425,000	Housing Code Enforcement/ Foreclosed Property Care	Household Housing Unit	750	85	11.33%	100	77	77.00%
Crime and Fire Awareness and Prevention	Non-Homeless Special Needs	CDBG: \$5,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	0	0.00%	0	0	0.00%
Domestic Violence	Homeless Non-	CDBG: \$30,000	Public service activities other	Persons Assisted	340	9	2.64%	5	2	40.00%

Goal	Category	Source / Amounts per Con Plan	Indicator	Unit of Measure	Expected Con Plan	Actual Con Plan	Percent Complete	Expected Program Year	Actual Program Year	Percent Complete
Support Services	Homeless Special Needs		than Low/Moderate Income Housing Benefit							
Emergency Public Support Services		CDBG: \$250,000	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	5	0	0.00%	0	0	0.00%
Employment Opportunities	Non-Housing Community Development	CDBG: \$20,000	Jobs created/retained	Jobs	2	0	0.00%	0	0	0.00%
Energy Efficiency	Affordable Housing	CDBG: \$10,000	Homeowner Housing Rehabilitated	Household Housing Unit	4	0	0.00%	0	0	0.00%
Expand the Economic Base	Non-Housing Community Development	CDBG: \$50,000	Businesses assisted	Businesses Assisted	2	0	0.00%	0	0	0.00%
Homeless Women, Children, and Families	Non-Homeless Special Needs	CDBG: \$30,000	Homeless Person Overnight Shelter	Persons Assisted	180	0	0.00%	0	0	0.00%
Housing Rehabilitation Program	Affordable Housing	CDBG: \$450,000 HOME: \$400,000	Homeowner Housing Rehabilitated	Household Housing Unit	3	0	0.00%	0	0	0.00%

Goal	Category	Source / Amounts per Con Plan	Indicator	Unit of Measure	Expected Con Plan	Actual Con Plan	Percent Complete	Expected Program Year	Actual Program Year	Percent Complete
Infrastructure in Support of Affordable Housing	Affordable Housing	CDBG: \$50,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Public Facility or Households Assisted	5	0	0.00%	1	0	0.00%
Lead Based Paint Reduction	Affordable Housing	CDBG: \$25,000	Homeowner Housing Rehabilitated	Household Housing Unit	5	0	0.00%	1	0	0.00%
Promote Fair Housing	Affordable Housing Public Housing	CDBG: \$250,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	700	122	17.42%	168	40	23.80%
Community, Parks, and Recreation Facilities	Non-Housing Community Development	CDBG: \$250,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Public Facility or Households Assisted	1	1	100.00%	1	1	100.00%
Public Services for Homeless	Homeless	CDBG: \$50,000	Homelessness Prevention	Persons Assisted	12,500	585	4.68%	250	497	198.80%

Goal	Category	Source / Amounts per Con Plan	Indicator	Unit of Measure	Expected Con Plan	Actual Con Plan	Percent Complete	Expected Program Year	Actual Program Year	Percent Complete
Support Services for Seniors	Non-Homeless Special Needs	CDBG: \$60,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	234	46.8%	250	133	53.20%
Support Services for the LGBT Community	Non-Homeless Special Needs	CDBG: \$10,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	0	0.00%	0	0	0.00%
Community Center ADA Improvements	Non-Housing Community Development	CDBG: \$68,531	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Public Facility or Households Assisted	1	0	0.00%	1	0	0.00%
Sidewalk Improvement Plan	Non-Housing Community Development	CDBG: \$535,545.18	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Public Facility or Households Assisted	1	1	100.00%	1	1	100.00%

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City used federal funds to address five of the six priorities identified in its 2024-2028 Con Plan (2025-2026 AAP) and made measurable progress towards achieving the goals established in the 2024-2028 Consolidated Plan. Summaries of the City's 2025-2026 funding activities are:

- **Provide Decent and Affordable Housing-** The City corrected code violations for 77 housing units and 53 commercial units. 141 new residential cases and 109 new commercial units received violations.
- **Support the Continuum of Care System for the Homeless-** Through funding allocated towards the Catholic Charities' Homeless Day Center, a total of 497 persons experiencing homelessness were provided with wrap around services and meals, hygiene facilities, case management, and supportive services
- **Promote Equal Housing Opportunity-** A total of 40 low- and moderate-income residents were provided with fair housing services through counseling and case management conducted by Inland Fair Housing and Mediation Board.
- **Provide Community Facilities and Infrastructure –** Improvements were made to Frazier Field Park located within CDBG Target Area.
Construction of 2,747 lineal feet (LF) of Sidewalks, 279 LF of curb and gutter, 41 curb ramps, and 19 driveways were installed during January 2024, through November 2025. CDBG funding will be utilized in FY 2026-2027 to provide ADA improvements to the City's Community Center that is used for senior programs.
- **Provide Community and Supportive Services-** The Catholic Charities Senior Nutrition Program assisted a total of 133 seniors providing home- delivered meals.
SURE Helpline assisted a total of 2 clients, providing domestic violence survivors with supportive services.

The City of El Centro achieved one major accomplishment as it relates to community facilities and infrastructure with the construction of renovations and additions to the Frazier Field Park. Frazier Field Park serves as the primary field for District 22 El Centro Little League equipped with four (4) ball fields, a snack bar, restrooms, and a parking lot. The project included the following improvements:

- Construction of two (2) new batting cages;
- A six-foot-wide, ADA-compliant concrete walkway extending from the front entrance into the back fields;
- Two (2) new scoreboards;
- Eight (8) reconstructed dugouts;
- Picnic tables and benches near the snack bar;
- Two (2) new 18 ft. high backstops to ensure spectator safety;
- Newly added park sign and flagpole.

CR-10 - RACIAL AND ETHNIC COMPOSITION OF FAMILIES ASSISTED

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Race and Ethnicity	CDBG
White	483
Black or African American	29
Asian	2
American Indian or American Native	4
Native Hawaiian or Other Pacific Islander	0
American Indian/ Alaskan Native & Black or African American	1
Other Multi-Racial	153
Total	672
Hispanic	363
Not Hispanic	309
Total	670

Narrative

The City of El Centro and its subrecipients identify and prioritize community needs and offer services and programs to eligible persons/households regardless of race or ethnicity. Table 2 in Section CR-10 is generated by the HUD CAPER template, and the information reported reflects demographic information provided by the persons/households. Out of a total of 670 beneficiaries, 483 identified as White and 363 identified as Hispanic, including a portion of Hispanic individuals with multiple race and ethnicities.

CR-15 - RESOURCES AND INVESTMENTS 91.520(A)

Identify the resources made available

Table 3 - Resources Made Available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$502,738.00	\$935,488.17
Other	public - state	\$1,874,634.00	\$186,963.77

Narrative

The FY 2025-2026 allocation for CDBG was \$502,738.00. Approximately fifteen percent (15%) of the allocation of CDBG funds was allocated for public service programs that provide benefits to low- and moderate-income persons and households. Twenty percent (20%) of the funds were allocated for planning and administration costs. The remaining funds were made available for public facilities and code enforcement. The \$935,488.17 expended during the program year includes some prior year funds.

\$60,624.37 was received in Program Income during Fiscal Year 2025-2026.

Of the \$1,874,634.00 million other resources made available, the City expended approximately \$186,963.77 for the benefit of low- and moderate-income households and individuals on FY 2025-2026.

The following funding comprises \$1.8 million in other resources:

- \$451,200 – State HELP Grant Program for down payment assistance
The City of El Centro is currently updating its First-Time Home Buyers (FTHB) Down Payment Assistance Program eligibility guidelines to ensure compliance with the requirements of the California Department of Housing and Community Development (HCD). Once approval is received, the HELP FTHB Program will commence.
- \$330,000 – State HOME Grant Program Income generated from state HOME loans
The City of El Centro is awaiting approval from HCD for the submitted application authorizing the use of Program Income.
- \$400,000 – State HOME Grant Program for Homeowner Rehabilitation Program
The City of El Centro is currently awaiting HCD approval of the Standard Agreement for the Homeowner Rehabilitation Program.
- \$2,211,536 – Permanent Local Housing Allocation (PLHA) funding
The City of El Centro is currently utilizing PLHA program funds to provide assistance to persons experiencing or at-risk of homelessness. The City is also in the process of currently in the process of creating eligibility guidelines and submitting a program amendment to HCD requesting authorization to use PLHA funds for its Homeowner

Rehabilitation Program, including accessibility modifications.

Identify the geographic distribution and location of investments

Table 4 – Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Project area	61	80%	City expended \$418,057.56 of project costs during the program year. \$392,628.5 were spent in CDBG target areas.

Narrative

The City prioritizes spending CDBG funds in areas within City limits where more than 50% of the households have an income that is 80% of the AMI or lower. The map in Appendix A demonstrates the targeted areas of need for activities with area benefits outcome indicators. The areas include:

- Census Tract 112.02, Block Groups 1-4
- Census Tract 114, Block Groups 2 and 3
- Census Tract 115, Block Groups 1-4
- Census Tract 116, Block Groups 2 and 3
- Census Tract 117, Block Groups 1
- Census Tract 118.02, Block Groups 1

Of the above identified Census Block Groups, the below Groups are identified as location where more than 75% of the households are at or below 80% of the AMI.

- Census Tract 112.02, Block Group 1 and 3
- Census Tract 114, Block Groups 2
- Census Tract 115, Block Groups 2 and 3
- Census Tract 116, Block Group 3

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

CDBG is one of the resources the City utilizes to address housing and community development needs. In addition to CDBG funding, the City leverages other federal and state resources to expand affordable housing opportunities, support individuals experiencing or at-risk of

homelessness, and preserve existing housing stock through improvements and renovations.

The City has been awarded \$2,475,702 of Permanent Local Housing Allocation (PLHA) funds over a five-year period. These funds are primarily utilized to support activities benefiting persons who are experiencing or at-risk of homelessness, as well as to address affordable housing needs within the community. PLHA- funded activities include:

- Low-income housing development to produce affordable housing units – PLHA funds support the Jacaranda Gardens project, including phase 2 of the development of 72 affordable rental housing units' stock in the northern portion of the City of El Centro.
- Working Hands Program – Workforce Development program is administered by subrecipient Catholic Charities, Diocese of San Diego, through its Homeless Day Center. The program provides temporary employment opportunities, case management, and connections to supportive services to assist individuals experiencing homelessness or at-risk of homelessness in obtaining permanent employment and securing permanent housing.
- Housing accessibility and preservation improvements – PLHA funds address local housing needs through accessibility modifications for low- to moderate-income, owner-occupied households. Eligible improvements include accessibility modifications, air conditioning replacements, and roofing repairs to support ADA accessibility and preserve housing stock.

City staff continue to collaborate with interested developers to identify funding sources for the construction of new affordable multi-family housing. The types of funding that are pursued include tax-exempt mortgage revenue bonds, State of California Multi-Family Housing Program, and tax credits. The City has effectively partnered and plans to continue partnering with affordable housing developers and lenders to create new affordable housing units in the city. The City will also continue supporting the efforts of the Imperial Valley Housing Authority (IVHA) to obtain state and federal funds for the construction of affordable housing for lower income households.

The City received approximately \$400,000 from HOME Investment Partnership Program (HOME) through the California Department of Housing and Community Development (HCD) for the City's Housing Rehabilitation Program. This program is designed to provide qualified low-income owner-occupied households with low-interest rate loans to rehabilitate or reconstruct eligible facilities of their single-family residence. The City is utilizing CDBG funds in conjunction with state HOME funds to rehabilitate homes. During the rehabilitation loan process, if needed, CDBG funds will be utilized for lead based paint reduction and asbestos testing and removal.

Additionally, the City sold a 5.91-acre property formerly owned by the dissolved redevelopment agency to a developer for the construction of Jacaranda Gardens, a 96-unit affordable multifamily housing development. The developer has since begun the process of advancing Phase II of the project, which will add 72 units, through the Palo Fierro Project, within two three-story buildings and three two-story garden-style buildings. The development will serve families earning between 30% and 60% of the Area Median Income.

CR-20 - AFFORDABLE HOUSING 91.520(B)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

Table 5 – Number of Households

-	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	2	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	2	0

Table 6 – Number of Households Supported

-	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	2	0
Number of households supported through Acquisition of Existing Units	0	0
Total	2	0

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In FY 2025-2026, the City did not report any beneficiaries under the Homeowner Rehabilitation Program as it is awaiting approval from HCD of submitted applications, Standard Agreements and program amendments for the delivery of home rehabilitation projects. The City has executed an agreement with HCD and is currently working with its HOME representative to obtain authorization to use HOME Program Income funds for eligible homeowner rehabilitation activities. The City is also undergoing a program amendment for submittal to HCD, requesting authorization to utilize PLHA funding for homeowner rehabilitation projects. CDBG funds will be

used for lead-based paint removal and asbestos remediation, as applicable.

The City used CDBG funds in FY 2025-2026 to address its housing priorities as follows:

Provision of Fair Housing services to 42 El Centro residents.

During the reporting period, the City continued working toward its affordable housing goals supporting the development of Palo Fierro, the 72-unit second phase of Jacaranda Gardens. The project will provide affordable rental housing to families earning between 30% and 60% of the Area Median Income. Although no units were completed during the reporting period and CDBG funds are not being used for this project, the City continues to leverage other available funding sources to address the community's affordable housing needs. Progress has taken longer than anticipated due to the complexity of securing and coordinating multiple funding sources, including Low-Income Housing Tax Credits and Affordable Housing and Sustainable Communities funding, as well as increased development costs. To help address the project's financing needs, the City is amending its PLHA Five-Year Plan and intends to provide the developer with a \$100,000 low-interest deferred PLHA loan. The City will continue working with the developer to advance the project toward financial closing and construction.

Discuss how these outcomes will impact future annual action plans.

In the upcoming program year City staff will continue working with HCD to launch the City's Homeowner Rehabilitation Program. The City is also amending its PLHA Five-Year Plan to reallocate funding for an owner-occupied housing rehabilitation program that will assist eligible lower-income households, with priority given to homes occupied by seniors, persons with disabilities, and individuals with limited mobility. Assistance may include accessibility improvements and other eligible health and safety repairs, including the replacement of air-conditioning units and roofing. The programs will be promoted through local English-and Spanish-language newspapers, informational flyers posted at the Economic Development Department and City Hall, and the City's social media platforms to inform residents about the availability of assistance and application requirements.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Table 7 – Number of Households Served

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Narrative Information

In Program Year 2025, no beneficiaries were reported.

CR-25 - HOMELESS AND OTHER SPECIAL NEEDS 91.220(D, E); 91.320(D, E); 91.520(C)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of El Centro is a member of the Imperial Valley Continuum of Care Council (hereafter referred to as "IVCCC"). The IVCCC meets in quarterly meetings to discuss service delivery and assistance to be provided to unsheltered persons. Members of the IVCCC include public agencies, housing authorities, community-based organizations, faith based organizations and private citizens representing the interest of the unsheltered population.

The City utilized \$10,279 CDBG funds to support food and meal supplies delivered by Catholic Charities, Diocese of San Diego's Homeless Day Center in El Centro. This funded activity complemented the IVCCC strategy. The funding provided supported the delivery of wraparound services for unsheltered individuals.

The City utilizes a considerable amount of PLHA funds to fund Catholic Charities' Working Hands Program. The program provides temporary employment opportunities to individuals experiencing or at-risk of homelessness. Participants receive a weekly wage in exchange for providing labor services for community cleanups.

Developing employment opportunities, along with job training and other career resources, the City strives to eradicate the number of chronically homeless and at-risk of homelessness individuals. The program provides navigation center resources to those experiencing homelessness. It is also a street program with a workforce development component; wherein individuals experiencing homelessness are given a weekly wage. By targeting employment opportunity and providing job training and other resources in a coordinated way, the City strives to reduce the number of chronically homeless individuals in the community.

The City of El Centro is a member of the Imperial Valley Continuum of Care Council (hereafter referred to as "IVCCC"). The IVCCC meets in quarterly meetings to discuss service delivery and assistance to be provided to unsheltered persons. Members of the IVCCC include public agencies, housing authorities, community based organizations, faith based organizations and private citizens representing the interest of the unsheltered population.

Addressing the emergency shelter and transitional housing needs of homeless persons

At the start of the 2025-26 year, there was one emergency shelter operating in El Centro having a total capacity of thirty-seven (37 beds + 2 cribs). This program serves a limited clientele, specifically homeless and battered women and children through direct case management services, temporary living facilities, and referrals to other agencies or other direct assistance. The emergency shelter is operated by the Center for Family Solutions (Womanhaven).

Since February 15, 2023, Catholic Charities opened the first homeless Day Center in Imperial County, serving as another access point for unsheltered individuals. The Day Center has

program capacity of 110 clients, offering access to restrooms, showers, and laundry facilities. The Center also provides a breakfast, lunch, and a take-away meal at the end of the day, while providing personal hygiene products and cleaning supplies. Aside from the basic needs services provided, employees are actively conducting case management and assessing clients, ultimately building trust and relationships, allowing for more willingness to enroll in services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

As mentioned previously, the City of El Centro participates in the IVCCC's efforts in addressing and reducing chronic homelessness. The IVCCC coordinates services and funding to support unsheltered and at-risk of homelessness transition from encampments into permanent housing. Chronically homeless persons require various wraparound services aside from housing such as case management, behavioral health services and employment training to transition from homelessness into transitional housing, ultimately leading to permanent housing. The IVCCC provides assistance through its Homeless Resource Assistance Line (HRAL) and State funding for subrecipients to carry out projects aligned with the mission to eradicate homelessness and address the underlying causes of homelessness.

The City of El Centro assists transitioning foster youth in partnership with Imperial Valley College Foundation. IVCF developed a City-owned property to provide housing to Imperial Valley College students experiencing homelessness. The Lotus Living Rise Above Resilient Community project consisted of the installation of twenty-six (26) tiny home units. The units measure 170 square feet and include a kitchen, bathroom, bed, desk, closet, patio, and washer and dryer stacked units. This project serves students with extremely low-income levels and prioritizes serving former foster youth. The Lotus Living complex remains fully occupied, with more than 90 percent of residents successfully maintaining stable housing.

To prevent homelessness, the City also encourages families who may be experiencing foreclosure to seek assistance from the City's fair housing provider to find possible solutions to preserve their current housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City works collaboratively with Imperial County, IVHA, and the IVCCC to prevent individuals and families who were recently homeless from becoming homeless again. Initiatives and accomplishments include:

- WomanHaven continues to apply for ESG funding for rapid re-housing of victims of

domestic violence who find themselves homeless and in addition serves other persons who find themselves homeless for other reasons. Persons served are single individuals and single parents with children.

- The Imperial Valley Regional Occupational Program (IVROP) provides housing services for former foster youth and will continue to provide those services under a program known as Transitional Aged Youth program (TAY).
- In terms of preventing homelessness among veterans and their families, the Imperial Valley Housing Authority (IVHA) prioritizes assisted affordable housing to veterans of the Armed Forces. As of June 30, 2026, all 10 available VASH vouchers have been utilized. Beginning August 1, 2026, IVHA has been awarded an additional 10 HUD VASH vouchers. Seven (7) of the ten (10) participant families reside within the City of El Centro.
- Achieved a 100% successful utilization of emergency housing vouchers

The IVCCC has also developed a valuable resource guide that lists available service providers, helping individuals and families to easily access community services. The guide includes the name of each organization, its location, contact information, and the type of services offered.

It is also the City's intent to continue supporting the efforts of local nonprofit agencies such as WomanHaven and Catholic Charities to obtain funds to provide rapid re-housing assistance. These agencies provide supportive services, referrals, and case management helping individuals and families secure transitional and permanent housing as well as providing short-term financial and rental assistance.

CR-30 - PUBLIC HOUSING 91.220(H); 91.320(J)

Actions taken to address the needs of public housing

The City of El Centro does not operate its own public housing authority and relies on the Imperial Valley Housing Authority (IVHA) for public housing and administration of Housing Choice Vouchers, referring to tenant-based subsidized public housing units.

IVHA maintains a total of 399 housing units and 591 families in the Housing Choice Voucher Program (formerly known as Section 8), throughout the City of El Centro. Those 399 units are comprised of the following:

- 167 Public Housing Units;
- 105 Low- Income Apartments (Valley Apartments) HUD Section 8, Tenant-Based (Housing Choice Voucher) Units;
- 40 USDA Farm Labor Subsidized, multifamily Housing Units;
- 36 Market Rate units accepted by HUD Section 8;
- 11 Low- Income HUD Section 8, Project Based (HAP Contracts), Units;
- 40 Very Low- Income, HUD Section 202, Supportive Housing for the Elderly, 62+ with affordable rent and supportive services.

As of June 30, 2026, IVHA had ten (10) available VASH vouchers, which have all been utilized. Beginning August 1, 2026, IVHA has been awarded an additional 10 HUD VASH vouchers. Seven (7) of the ten (10) participant families reside within the City of El Centro

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

IVHA encourages public housing (PH) residents to attend meetings to provide feedback and input on current barriers or difficulties faced.

IVHA and Community Valley Bank continue to offer the Workforce Initiative Subsidy for Homeownership (WISH) offered by the Federal Home Loan Bank of San Francisco (FHLBSF). This program assists income qualified first time home buyers by providing a 3:1 match on homebuyer contribution up to \$29,000 for down payment and closing costs. IVHA continues to work with Community Valley Bank to provide the WISH grant to housing participants.

During July 1, 2025 – June 30, 2026, IHVA was able to enter into a Purchase and Sale Agreement for a 42-unit USDA Section 514 located in Holtville, CA. IVHA secured funding from the Homeless Housing, Assistance and Prevention (HHAP) Grant Program Round 5 through the Imperial Valley Continuum of Care Council. The awarded funding will be utilized to purchase the property.

IVHA are scheduled to finalize purchase of property the week of August 26, 2026. 41 units of the 42 available units will include rental assistance.

Additionally, the U.S Department of Agriculture have provided the opportunity to apply for funding through the Stand- Alone Rental Assistance (SARA) Grant Program.

The Imperial Valley Housing Authority established The Family-Self Sufficiency Program (FSS)

to assist Section 8 residents and Public Housing families to gain economic independence from all governmental assistance. Information regarding the FSS and WISH program are made available to visitors to the IVHA's lobby. Financial literacy material is also available. The display also features pictures of recent FSS program graduates who have successfully purchased homes.

During FY 2025-2026, IVHA did not have any families participate in any programs for home purchases.

IVHA awarded three (3) scholarships of \$1,000.00 each to high school graduates living in or participating in one of the available housing programs. One (1) recipient resides in the City of El Centro.

Since 2015, the Imperial Valley Housing Authority ranks 3rd in the State of California with the number of home ownership participants with 22 home purchases in the Housing Choice Voucher Homeownership Program.

Actions taken to provide assistance to troubled PHAs

IVHA is not identified as a troubled PHA.

CR-35 - OTHER ACTIONS 91.220(J)-(K); 91.320(I)-(J)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

For FY 2025-2026, the City allocated \$25,000 of CDBG funds for housing rehabilitation activities, which included the Lead Based Paint, Asbestos Abatement, and Sidewalks in Support of Housing Programs to support of the Housing Rehabilitation Program.

The City of El Centro works to remove barriers to affordable housing and the financial impact of them. Efforts to protect public health and safety include taking actions to reduce development costs or provide financial incentives to assist in the production of safe, high quality, and affordable housing.

The City in its Zoning Ordinance has a density bonus program which offers incentives and/or concessions that make the provision of affordable housing more feasible. In accordance with SB 1818 and SB 435, developers of qualifying affordable housing and senior housing projects are entitled to a density bonus of up to 35% over the otherwise maximum allowable residential density under the applicable zoning district. Developers of qualifying projects are also entitled to at least one concession or incentive and may utilize those concessions on parking requirements. The Jacaranda Gardens project benefited from a density bonus. The City will continue to work with developers on a case-by-case basis to provide regulatory concessions and incentives to assist them with the development of affordable and senior housing.

In updating the Zoning Ordinance in 2022, the City included provisions for accessory dwelling units and junior accessory units that provides the opportunity for property owners to add one or two dwelling units on sites with a single-family residence. The City of El Centro offers pre-approved accessory dwelling unit plans available at no cost to the public. In most circumstances, these units are not required to provide additional parking or open space requirements which would otherwise reduce the density.

To ensure the development of affordable housing, the City will continue to make efforts to ensure that developmental review processes are efficient, fees reasonable, and that the development industry is involved in the formulation of policies regarding review processes and fees.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

A major obstacle to addressing the underserved needs is the lack of adequate funding, especially for affordable housing activities. With the dissolution of redevelopment in California, and reduced state and federal funding levels, the City's ability to address the extensive needs in the community is seriously compromised. The City continues to aggressively pursue other

funding opportunities through the state and other sources.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

As part of the inspection process for the Housing Rehabilitation for residences built prior to 1978, the City requires inspections for the potential presence of lead-based paint and the potential hazard such paint may pose to occupants of the residence. If the inspection reveals that a potential hazard exists, the City requires full testing, mitigation, and removal of the lead-based paint hazard in accordance with HUD regulations.

CDBG funds are provided as a grant for the testing and abatement of lead-based paint hazards through the Housing Rehabilitation Program

During FY 2025-2026, no housing rehabilitation projects were conducted due to the pending approval from HCD to commence implementing the Housing Rehabilitation Program. It is anticipated this program will serve low-income residents during the 2026-2027 program year.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

In an effort to reduce the number of households in poverty, El Centro will continue to support the use of existing county job training and social service programs to enhance employment marketability, household income, and housing options. In addition, the City participates in various county-sponsored programs by providing City Hall as a worksite, providing temporary positions with supervision, training, and performance evaluations to indicate their degree of success.

In FY 2025-2026, the City spent \$79,160 on CDBG funds on public services. These funds included services for Fair Housing, homeless services, meals for homebound seniors, and services for domestic violence survivors.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The institutional structure for delivering CDBG programs and services to low and very-low-income residents involves collaboration among public, private, and nonprofit agencies. The City also coordinates internally across departments to implement public facilities and accessibility improvements. During the 2025-2026 program year, the City implemented improvements at Frazier Field and the CDBG sidewalk improvement program. The City will utilize funding to undergo ADA improvements at the Community Center during FY 2026-2027, including modifications to entrance and exit doors to bring them into ADA compliance.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City maintains a list of interested potential applicants for the CDBG Annual Action Plan Request for Proposals (RFP) process. A letter announcing the availability of funds along with the RFP application is mailed to these interested agencies annually. In addition, notices are published in our local English and Spanish newspapers and on the City's website. Applications

for public services and public facilities projects are accepted after notification for a minimum of a 30-day availability period. In addition, staff conduct two public meetings to provide technical assistance to interested citizens and agencies in understanding and applying for El Centro's CDBG funds.

During the preparation of the most recent Analysis of Impediments to Fair Housing Choice, information was obtained through organizations and agencies who participated in a stakeholder interview, focus group, questionnaire, or written request for information, which included representatives from Inland Fair Housing and Mediation Board, Imperial Valley Housing Authority, Imperial Valley Transit, two real estate companies, and a mortgage company.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of El Centro's 2024-2028 Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan (AI) was completed and approved in June 2024. The AI presents a comprehensive analysis of the demographic characteristics of El Centro and Imperial County, assesses housing needs among specific income groups, and evaluates the range of housing choices available to residents. The AI also analyzes the conditions in the private housing market and public sector that may limit the range of housing choices or impede access to housing.

The AI identifies impediments to Fair Housing Choice and establishes actions to mitigate or remove those impediments. The AI lists specific impediments and evaluates actions taken by the City to address those impediments, as well as their effects, providing recommendations for continued efforts to promote equal access to housing.

To aid in addressing the impediments to Fair Housing Choice, the City contracts with Inland Fair Housing and Mediation Board (IFHMB) to provide Fair Housing Services which include:

- **Processing of Housing Inquiries:** Providing case intake and mediation services involving residents, tenants, landlords, and housing providers.
- **Complaint Investigation and Referral:** Providing intake and mediation services for complaints of fair housing.
- **Public Education and Outreach:** Providing Fair Housing education through webinars, articles, and the dissemination of information and resources.
- **Reporting:** Providing monthly demographic data on clients served.

During the preparation of the AI the following areas were evaluated to identify public sector fair housing impediments.

- **Policies and practices of the Imperial Valley Housing Authority**

AI Conclusion and recommendation: A detailed review of its policies and practices demonstrate that the IVHA affirmatively furthers fair housing choice through different services and activities.

Evaluation for FY 2025-2026: Consistent with the AI's recommendations, the IVHA continues to encourage families to seek housing in neighborhoods with low

concentrations of low-income families. IVHA program participants receive comprehensive information on housing discrimination, fair housing rights, and available resources. This information assists participants in understanding protected classes and identifying potential instances of housing discrimination. The IVHA continues to address housing supply barriers by supporting the allocation of a higher percentage of units in new developments for project-based vouchers.

- **Transit services provide affordable housing developments and major employers by the Imperial Valley Transit**

AI Conclusion and recommendation: The AI determined that the Imperial Valley Transit (IVT), funded and administered by the Imperial County Transportation Commission (ICTC), provides regularly scheduled, affordable, bus services to all affordable housing developments and all major employment centers. Ongoing challenges related to access to transit services were identified in the AI, retrieving stakeholder feedback. Recommendations provided were to expand weekday and evening service as well as increasing the frequency of service during both weekdays and weekends. Other identified possible solutions were expanding fare purchase and payment options while implementing real-time bus service information.

The average IVT rider is employed and uses IVT services to travel to and from work. Many of these riders travel outside the traditional work hours of Monday-Friday from 9:00am - 5:00pm. As such, there is a demand for IVT to expand its weekday evening services, increase its service frequency, and expand weekend services to better serve the needs of this transit-dependent population. Additionally, expanding fare purchase and payment options could encourage increased ridership. Currently, riders must provide exact change when boarding the bus, or they may purchase a multi-ride pass at the transit office, City Hall, or at Imperial Valley College. Allowing passes to be purchased online and/or at a greater number of physical locations would help alleviate this challenge to accessing IVT services.

The City will continue to work with developers to promote affordable housing developments in close vicinity to public transit services.

- **Dispersal or concentration of group homes housing**

AI Conclusion and recommendation: The AI process determined that no overconcentration of group homes exists. The City will continue its practice annually determining the number and location of licensed group homes. If overconcentration appears to be emerging, the City will contact the California Department of Social Services, Community Care Licensing Division to implement measures that would avoid overconcentration.

Evaluation for FY 2025-2026: During the 2025-2026 fiscal year, the City did not receive any proposed group home project applications.

- **City of El Centro Planning, Zoning, and Building Policies and Practices**

AI Conclusion: An analysis was conducted that was organized into five categories including Housing for Disabled People, Housing for Special Needs Populations, Affordable Housing Policies, Accessible Housing and Parking, and other Fair Housing Policies. The completed analysis demonstrates that El Centro's practices are consistent

with fair housing laws and affirmatively further fair housing.

Evaluation of FY 2024-2025: During the 2019-2020 FY, the City was awarded grant funding from the State of California Sustainable Communities Grant program to update the Land Use and Mobility (Circulation) Elements of the General Plan and prepare an Environmental Justice Element. This update was completed consistent with applicable fair housing laws and it was completed in June 2021. The Community Development Department completed the 2021 Housing Element Annual Report and was accepted by City Council on March 1, 2023, which establishes clear goals and objectives to inform future housing decisions. The 2021-2029 Housing Element update has been reviewed and approved by the Department of Housing and Community Development (HCD).

- **Housing Discrimination**

AI Conclusion and Recommendation: Based on past trends, 32 housing discrimination cases may be filed with IFHMB. With respect to the fair housing impediment of housing discrimination, the following actions will be taken

- The City will continue to offer its residents fair housing services, which will include the processing of housing discrimination complaints and landlord/tenant counseling services. Sometimes a landlord/tenant issue has as its basis a housing discrimination concern.
- Efforts will be made to increase community awareness of fair housing services through postings on the City's web pages and Community Newsletter articles. A greater community awareness of fair housing services may result in a higher number of families expressing their right to file a housing discrimination complaint.

Evaluation of FY 2025-2026: The City of El Centro continued to provide information on fair housing services on City web pages.

- **Brokerage Services**

AI Conclusion and Recommendation: As no private sector impediment was found to exist, no recommendations are necessary concerning brokerage services. Although no impediments were found concerning brokerage services, the City will request that the Imperial County Association of Realtors (ICAOR) accomplish the following:

- Revise the Resources tab on its website to:
 - Add a Fair Housing Information button (e.g. include information on steering and link to IFHMB).
 - Add information to the current insurance button such as the value of a C.L.U.E. Report (Comprehensive Loss Underwriting Exchange) when purchasing a home.
- Enlist the services of the City's contracted fair housing service provider to offer a three-hour Fair Housing course. Every four years, as part of the license renewal process, brokers and salespeople are required to complete a course on fair housing. Currently, most license renewal requirements are completed through online courses.

Evaluation of FY 2025-2026: To date, the ICAOR has not revised their resources tab to

include a Fair Housing link or information on the value of a C.L.U.E. Report. Although the City cannot dictate what information this agency provides on its website, the City will continue to request the changes be made by demonstrating the advantages of providing for a well-informed client base.

The City of El Centro will be working with newly contracted Fair Housing agency, Fair Housing Foundation, to offer a Fair Housing course to brokers through the ICAOR during the FY 2026-2027.

- **Steering**

AI Conclusion and Recommendation: It is not known with certainty if steering is an impediment to fair housing choice in El Centro. However, HUD statistics show it is not a major issue. During the five-year period from FY 2024-2025 through FY 2028-2029, the City's fair housing provider will:

- Offer as part of its home buyer counseling services examples of how to detect "steering" during the home search process and how to detect "loan steering."
- Provide information to renters attending workshops on how to detect steering behavior by resident property managers.
- Continue to include "steering" as category of alleged housing discriminatory acts.

Evaluation of FY 2025-2026: The City of El Centro worked with Inland Fair Housing and Mediation Board (IFHMB) to ensure that dissemination of this type of information is included in their counseling and workshop opportunities.

- **Appraisal Practices**

AI Conclusion and Recommendation: Complaints regarding discriminatory appraisal practices are not routinely collected by local, State or Federal agencies. Would-be homebuyers are in the best position to detect potentially discriminatory practices. However, it is unknown if the lack of consumer knowledge of the scope and meaning of appraisal reports is an impediment to fair housing choice in El Centro. The following action will be taken:

- IFHMB will continue to offer homebuyer counseling services in order to 1) inform borrowers of their right to request the appraisal report and 2) provide information on the contents of the report and how to detect possible discriminatory practices.

Evaluation of FY 2025-2026: As per the recommendation, IFHMB continued to offer the described homebuyer counseling services.

- **Mortgage Lending Practices**

AI Conclusion and Recommendation: The City's goal is to improve the loan approval rates of all racial and ethnic populations that want to buy a home located in El Centro. To improve even further the loan approval rates, borrowers can be helped to understand the loan approval process before they submit a loan application. To address possible impediments, IFHMB will:

- Continue to offer first-time home buyer seminars to explain to borrowers the need to lower debt-to-income ratios to a level acceptable to lenders. Implementation of

this recommended action should result in better prepared borrowers and cause an increase in loan approval rates of all loan applicants, regardless of race or ethnicity.

- Work with the lenders to determine why a few census tracts have high loan denial rates in order to gather information that could assist would-be homebuyers to increase the probability of garnering loan approval for homes in neighborhoods of their choice.

Per the requirements of AB 686, the city will prepare an Assessment of Fair Housing (AFH) as part of its Housing Element Update which was adopted March 1, 2022. During the preparation of the AFH, the City will conduct a multi-year analysis of loan denial rates to determine with more precision the degree to which lending discrimination exists in El Centro.

Evaluation of FY 2025-2026: The City of El Centro worked with IFHMB to ensure that these services are covered by their current service contract.

- **Homeowners Insurance**

AI Conclusion and Recommendation: Evidence is unavailable on whether homebuyers in escrow who are seeking homeowner's insurance are discriminated against because of their race, color, disability or other protected characteristics. However, without adequate knowledge would-be homebuyers could pay more than they need for appropriate insurance coverage. The lack of consumer awareness of the nature of homeowners insurance may impede fair housing choice. The following actions will continue to be taken:

- IFHMB continued to explain "homeowners' insurance" and "C.L.U.E. Reports" during its homebuyer counseling services.

Evaluation of FY 2025-2026: As recommended, IFHMB continued to provide information on homeowner's insurance and C.L.U.E. Reports.

- **Blockbusting/Panic Selling**

AI Conclusion and Recommendation: There is no evidence to indicate that blockbusting/panic selling has occurred in El Centro in recent years. Consequently, there are no actions recommended for future implementation.

Evaluation of FY 2025-2026: No actions taken.

- **Property Management Practices**

AI Conclusion and Recommendation: The survey results revealed that impediments to fair housing exist in El Centro. Therefore, subject to funding availability, the City will implement the following actions:

- Invite the apartment managers to one or more workshops; the topics could include:
 - Fair housing laws in general
 - Fair housing laws regarding occupancy limits
 - Fair housing laws regarding reasonable accommodations and

modifications

- Sample written policies regarding service and companion animals

Evaluation of FY 2025-2026: The City of El Centro worked with IFHMB to ensure that this service is incorporated into their Professional Services Agreement.

- **Discriminatory Advertising**

AI Conclusion and Recommendation: Advertisements containing discriminatory language are rarely published; however, the possibility remains that such language could appear in future advertisements. Additionally, “no pets” statements may unintentionally discourage individuals with disabilities who rely on assistance animals from applying for advertised housing. To address these concerns, the City will take the following actions:

- Ensure, if funding is available, that the City’s contracted fair housing service provider accomplishes the following:
 - Annually review on-line apartment search sites. Discriminatory words or phrases should be investigated in more detail with follow-up enforcement actions, if necessary.
- Encourage the Imperial Valley Press to publish a concise “no pets” notice that indicates rental housing owners must provide reasonable accommodations for “service animals” and “companion animals” for disabled persons.

Evaluation of FY 2025-2026: As funding is available, the City’s contracted fair housing service provider will review ads for local housing opportunities for discriminatory words or phrases and conduct appropriate investigation. Imperial Valley Press will be contacted regarding the “no pets” notice; however, it should be noted that due to the availability of free on-line advertising opportunities for local rental agencies, there are minimal, if any, advertisements in the local newspapers.

- **Hate Crimes**

AI Conclusion and Recommendation: No actions are recommended as no hate crimes have been reported in El Centro in recent years.

Evaluation of FY 2025-2026: The City continued to work closely with the City of El Centro Police Department to identify hate crimes at residential locations.

- **Population Diversity**

AI Conclusion and Recommendation: Since 1990 the Dissimilarity Index trend line for the Region has been higher than that of the City of El Centro. No action is necessary as the City’s Dissimilarity Index is in either the Low or Moderate range.

Evaluation of FY 2025-2026: No action taken.

- **Location of Affordable Housing**

AI Conclusion and Recommendation: The Imperial Valley Housing Authority will continue to seek Section 8 rental housing opportunities outside census tracts with a high percentage of the populations having incomes below the poverty level. For the most part, the location of El Centro’s affordable housing stock is well disbursed. While most

affordable housing developments are located in low- and moderate-income neighborhoods, only one has contributed significantly to the low- and moderate-income percentage of the neighborhood in which it is located.

Evaluation of FY 2025-2026: As previously mentioned, the City partnered with a developer for the construction of the El Dorado Family Apartments, which is an affordable housing development completed in 2021. Although this development is located adjacent to an apartment complex with affordable housing units, it is also located across the street from a new, larger apartment development that is considered to be “luxury” apartments with no affordability restrictions.

It is evident that the provision of Fair Housing Services is critical in addressing the impediments to fair housing choice. During FY 2025-2026, IFHMB continued to provide invaluable services to the local community. Below is an example of actions taken by IFHMB during the fiscal year 2025-2026.

- Conducted seven fair housing workshops with a total of two hundred eighteen (218) attendees who received fair housing and landlord / tenant education. The webinars provided information on Federal and State laws, reasonable accommodation and modifications, how to recognize and report discrimination, and fair housing rights and responsibilities.
- IFHMB created an innovative social media and virtual marketing strategy to increase public awareness of fair housing rights. As part of the social media and virtual outreach and education programs, IFHMB:
 - distributed 4 fair housing public service announcements via social media and MailChimp;
 - conducted 4 fair housing workshops via Zoom with a total participation of 48 attendees;
 - distributed fair housing tips via email;
 - provided information regarding federal and state fair housing issues via Facebook, and IFHMB website: www.ifhmb.com .

IFHMB promoted services via social media and public service announcements. In addition to screening calls for fair housing implications and provide landlord-tenant information, IFHMB has assisted residents in the City of El Centro regarding the following issues:

- Three (3) residents were assisted with issues related to discrimination based on disability.
- Two (2) residents were assisted with issues related to discrimination based on national

origin.

- Two (2) residents were assisted with issues related to sex discrimination.

CR-40 - MONITORING 91.220 AND 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

All proposed projects and subrecipient applicants are evaluated by the City of El Centro as part of the pre-award assessment. Proposals are recommended to the City Council based on sustainability and compliance with the published Request for Proposals (RFP) for both subrecipient community service projects and Fair Housing Services projects. City Council approves the final awards for the project proposals received based on the identified community needs.

Technical assistance is provided and on-site monitoring is conducted for all subrecipients to prevent reporting and compliance issues.

Desk reviews are performed continually as follows: Performance reports and expenditure documentation are reviewed monthly to ensure reimbursement compliance and verify progress and performance of activities. Additionally, invoices are reviewed in detail for appropriate documentation of services rendered, allowability of costs, and proof of payment. It is the City's policy that reimbursements are withheld from subrecipients whenever reports are late and until any outstanding documentation compliance issues are resolved.

All housing rehabilitation and first-time homebuyers loan recipients are monitored on an annual basis for compliance with owner-occupancy requirements. An annual certification request is distributed to every loan recipient three (3) times during the fiscal year, requesting proof of residency through copies of electric bill, water bill, homeowners' insurance policy, and yearly County of Imperial property tax bill. Copies of documentation are kept as part of the borrower's loan file.

Outreach to minority and women-owned businesses is conducted as part of the City's housing programs. The contractor's list is open to all licensed contractors subject to insurance requirements and verification of their lack of placement on the Federal publication that lists debarred, suspended, and ineligible contractors. This list is updated on an annual basis through application period. The list of participants is also open to all, subject to execution of a contract with the City.

The City is cognizant of the prohibition of administering the CDBG Program in such a way as to limit access on the basis of race, color, and national origin. Additionally, steps are being taken to identify under-representation of protected groups. All subrecipient activities undertaken are

required to report monthly the breakdown of demographic information on their clientele served.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A Notice of Public Review and Comment Period was published in the *Adelante Valle Spanish* newspaper on August 18, 2026, and the *Imperial Valley Press* newspaper on August 18, 2026, giving notice that the CAPER would be available for a 15-day review and comment period. As part of this notification, the public was advised that accommodation could be made upon request for any member of the public with hearing impairment or physical disability. The 15-day period began on August 18, 2026, and concluded on September 2, 2026. A public hearing was held on September 1, 2026, during the City of El Centro City Council meeting. The draft CAPER document was made available to the public at the City Clerk's Office, the Public Library, the Community Center, and the Economic Development Division's office during normal business hours. The notice of public comment was posted on the City of El Centro's website to inform the public of receipt of comments.

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

In the upcoming program year, City staff will continue working with HCD to launch the City's Homeowner Rehabilitation Program. The City is also amending its PLHA Five-Year Plan to reallocate funding for an owner-occupied housing rehabilitation program that will assist eligible lower-income households, with priority given to homes occupied by seniors, persons with disabilities, and individuals with limited mobility. Assistance may include accessibility improvements and other eligible health and safety repairs, including the replacement of air-conditioning units and roofing. The programs will be promoted through local English- and Spanish-language newspapers, informational flyers posted at the Economic Development Department and City Hall, and the City's social media platforms to inform residents about the availability of assistance and application requirements.

Staff will pursue educating project managers and applicants about the importance of readiness and timely expenditure. Technical assistance will continue to be made available upon request as part of the outreach program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

The City of El Centro does not have any BEDI grantees.

CR-58 – SECTION 3

Identify the number of individuals assisted and the types of assistance provided

Table 5 – Total Labor Hours

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 6 – Qualitative Efforts - Number of Activities by Program

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					

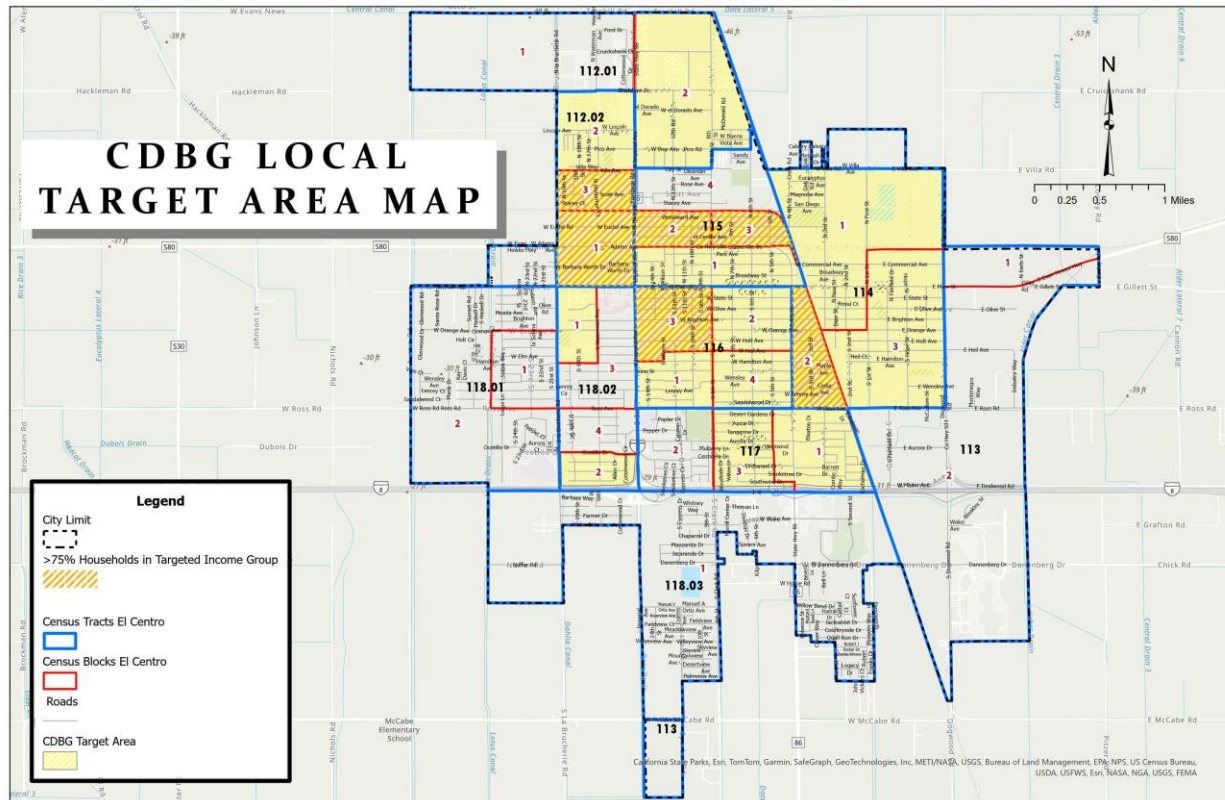
Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding childcare.					
Assisted residents to apply for or attend community college or a four-year educational institution.					
Assisted residents to apply for or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Narrative

Not applicable for 2025-2026.

APPENDIX A

CDBG Local Target Area Map



RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT 2025-2026 AND DIRECTING STAFF TO SUBMIT THE REPORT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of El Centro (“City”) is an entitlement jurisdiction under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) and has applied for and received Community Development Block Grant (“CDBG”) funds from the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, HUD is the federal agency responsible for administering and overseeing block grant programs, such as the CDBG program; and

WHEREAS, HUD requires entitlement jurisdictions to prepare an annual evaluation of their CDBG-funded activities in a report known as the Consolidated Annual Performance and Evaluation Report (“CAPER”); and

WHEREAS, the City Council of the City of El Centro, California (“City Council”), has submitted to HUD its Community Development Block Grant Five-Year Consolidated Plan (2024-2028), 2025-2026 Annual Action Plan and Citizens Participation Plan; and

WHEREAS, the City staff has prepared its CAPER, which is a summary of the City’s progress toward meeting specified goals and objectives during the reporting period from July 1, 2025, through June 30, 2026, that contains a summary of the one-year accomplishments addressed in the 2025-2026 Annual Action Plan; and

WHEREAS, the City Council finds that the approval of the CAPER is in the best interest of the City.

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

1. The foregoing recitals are true, correct, and incorporated fully herein as findings.
2. The City Council hereby approves the CAPER, an original copy of which is on file in the office of the City Clerk.
3. The City Manager or his designee is authorized to execute, if required, and/or submit to HUD all documents related to the CAPER, including any documents or corrections required by HUD.

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 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 # 2026-181)

Item: 14.

Meeting: 9/1/2026 3:00 PM

Department: Community Services

Category: Resolution

Prepared by: Clara Obeso, Economic
Development Manager

Department Head: Adriana Nava

DOC ID: 2026-181

Public Hearing to Consider Approval of the Permanent Local Housing Allocation (PLHA) 2023 Applications, Amendments to the PLHA Five-Year Plans, Revised Program Income Reuse Plan, and Resolutions Authorizing the Applications and Amendments.

CITY MANAGER'S RECOMMENDATION:

1. Conduct a public hearing to receive comments regarding the proposed PLHA Plan amendments and related actions.
2. Adoption of Resolution No. 26- , CITY OF EL CENTRO, CALIFORNIA -
AUTHORIZING RESOLUTION OF CITY COUNCIL OF THE CITY OF EL CENTRO,
CALIFORNIA, AUTHORIZING THE APPLICATION AND AMENDING THE PLHA PLAN
FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM
3. Adoption of Resolution No. 26- , CITY OF EL CENTRO COLONIAS, CALIFORNIA -
AUTHORIZING RESOLUTION OF CITY COUNCIL OF THE CITY OF EL CENTRO,
CALIFORNIA, AUTHORIZING THE APPLICATION AND AMENDING THE PLHA PLAN
FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM
4. Approve and adopt the revised PLHA Program Income Reuse Plan, dated August 2026,
establishing the City's framework for the reuse of PLHA program income for eligible
activities under Section 301 of the PLHA Program Guidelines.

FISCAL IMPACT:

The proposed submittal of the 2023 PLHA applications and amendments to the PLHA Five-Year Plans and approval of the revised PLHA Program Income Reuse Plan will have no impact on the City's General Fund.

Upon approval by HCD, the City of El Centro will receive a 2023 PLHA allocation of **\$161,642**, of which 5%, or **\$8,082.10**, will be available for eligible program administration. El Centro Colonia will receive a 2023 PLHA allocation of **\$102,524**, of which 5%, or **\$5,126.20**, will be available for eligible program administration. The remaining 95% of each allocation will support Activity 7 and the City's Owner-Occupied Housing Improvement Program.

The proposed Five-Year Plan amendments reallocate previously awarded 2022 PLHA funds and do not require an appropriation from the City's General Fund. Program income generated from PLHA-assisted activities will remain dedicated to PLHA-eligible uses and will be accounted for and reused in accordance with the revised PLHA Program Income Reuse Plan.

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:

The Permanent Local Housing Allocation (PLHA) Program was established pursuant to Senate Bill 2 and is administered by the California Department of Housing and Community Development (HCD). The program provides an ongoing source of funding to local governments for eligible housing-related projects and programs that address unmet housing needs.

On November 15, 2022, the City Council approved PLHA Five-Year Plans for the City of El Centro and El Centro Colonia. The plans identify eligible activities and funding priorities for the City's PLHA allocations.

The City is now eligible to apply for its **2023 PLHA formula allocations**, representing Year 5 of the PLHA funding cycle. The available 2023 allocation is \$161,642 for the City of El Centro and \$102,524 for El Centro Colonia. The proposed applications allocate 95% of each 2023 allocation to Activity 7, Accessibility Modifications in Lower-Income Owner-Occupied Housing, and 5% to eligible program administration.

Concurrent with the 2023 applications, the City is proposing amendments to the PLHA Five-Year Plans that revise the planned use of previously awarded **2022 PLHA funds**. The amendments align available funding with current housing priorities, including affordable rental housing development and the City's Owner-Occupied Housing Improvement Program.

On July 21, 2026, the City Council received a presentation regarding the proposed PLHA Owner-Occupied Housing Improvement Program and provided direction regarding the program's priorities and structure. The program is intended to assist eligible, income-qualified households residing in owner-occupied properties with improvements that enhance safety and habitability, promote independent living and aging in place, and preserve the City's existing housing stock. Eligible improvements may include air-conditioning repair or replacement, roof repair or replacement, and accessibility modifications.

Prior to presenting the proposed program to the City Council, staff met with HCD representatives on July 1, 2026, to confirm the eligibility of the proposed improvements. HCD confirmed that air-conditioning repair or replacement, roofing repair or replacement, and accessibility improvements may be implemented under Activity 7, allowing the City to continue developing a single Owner-Occupied Housing Improvement Program under this activity.

As part of this action, the City Council is also being asked to approve a revised PLHA Program Income Reuse Plan establishing how program income generated from PLHA-assisted activities will be reused for eligible activities.

DISCUSSION:

2023 PLHA Applications

The City is requesting its 2023 PLHA formula allocations through HCD's application process. The City of El Centro allocation is **\$161,642**, and the El Centro Colonia allocation is **\$102,524**. For both allocations, 95% will be dedicated to Activity 7 to support the Owner-

Occupied Housing Improvement Program, and 5% will be used for eligible program administration.

The Owner-Occupied Housing Improvement Program is being developed to preserve existing owner-occupied housing and improve safe and habitable living conditions for eligible lower-income households. Eligible improvements may include air-conditioning repair or replacement, roof repair or replacement, and accessibility improvements that support safe and independent living and aging in place.

Consistent with the program direction presented to the City Council on July 21, 2026, staff is developing this program to provide deferred loans of up to \$25,000 per property at 3% simple interest, with no regular monthly payments required. The outstanding principal and accrued simple interest would become due upon transfer of the property. A property may receive no more than \$25,000 in assistance during a 10-year period, after which an eligible household may apply for additional assistance, subject to continued eligibility and funding availability.

2022 City PLHA Plan Amendment

The proposed City PLHA Five-Year Plan amendment revises the use of previously awarded **2022 PLHA funds**. Under the amended plan, the City's 2022 allocation will be distributed among Activity 1, Activity 7, and eligible program administration.

As part of the amendment, **\$100,000** in 2022 PLHA funds will be allocated to Activity 1 to provide a loan to Chelsea Investment Corporation to support the development and construction of Palo Fierro, the second phase of the Jacaranda Gardens affordable housing development. Palo Fierro is proposed as a 72-unit development consisting of **71 affordable multifamily rental units and one manager unit**. The affordable units are proposed to serve families earning between 30% and 60% of Area Median Income. The amended 2022 City allocation will also direct funding to Activity 7 to support the Owner-Occupied Housing Improvement Program.

2022 Colonia PLHA Plan Amendment

The proposed Colonia PLHA Five-Year Plan amendment revises the use of previously awarded **2022 PLHA funds** by directing 95% of the allocation to Activity 7 and retaining 5% for eligible program administration.

The Activity 7 funding will support the Owner-Occupied Housing Improvement Program and increase the resources available to assist eligible lower-income households with qualifying housing improvements. Eligible improvements may include air-conditioning repair or replacement, roof repair or replacement, and accessibility improvements such as wheelchair ramps, grab bars, widened doorways, accessible bathrooms, zero-step showers, and other modifications that improve safety and accessibility. Priority will be given to owner-occupied, income-qualified households in which at least one resident is a senior, a person with a physical disability, and/or a person with mobility limitations. The owner must occupy the assisted property as their primary residence, and household income eligibility will be determined using applicable State income limits.

Revised PLHA Program Income Reuse Plan

Staff is also requesting City Council approval of the revised PLHA Program Income Reuse Plan. The plan establishes how program income generated from PLHA-assisted activities,

including repayments of principal and accrued interest from PLHA-assisted loans, will be reused for eligible activities under Section 301 of the applicable PLHA Program Guidelines.

The revised plan identifies the Owner-Occupied Housing Improvement Program (Activity 7) as the City's primary revolving-loan priority while maintaining the ability to use program income for other eligible PLHA activities based on funding availability, community needs, applicable program requirements, and City Council-approved policies. Other identified uses include affordable housing development and preservation under Activity 1, homelessness assistance under Activity 6, and other eligible Section 301 activities. Program income generated through the Owner-Occupied Housing Improvement Program may be returned to the program and reused as a revolving source of assistance. The City will separately account for PLHA program income, review expenditures for eligibility, reconcile receipts with loan-servicing and accounting records, and report program income and its reuse as required by HCD.

Following City Council approval, staff will submit the 2023 PLHA applications, amended PLHA Plans, revised PLHA Program Income Reuse Plan, resolutions, and supporting documentation to HCD for review and approval.

FUNDING SUMMARY TABLE

Action	Allocation	Amount/Allocation	Proposed Use
2023 Application	City	\$161,642	95% Activity; 5% Administration
2023 Application	Colonia	\$102,524	95% Activity; 5% Administration
2022 Plan Amendment	City	Previously awarded funds	47% Activity 1; 48% Activity 7; 5% Administration
2022 Plan Amendment	Colonia	Previously awarded funds	95% Activity 7; 5% Administration

CONCLUSION:

Staff recommends that the City Council:

1. Conduct a public hearing to receive comments regarding the proposed PLHA Plan amendments and related actions.
2. Adoption of Resolution No, 26-____ CITY OF EL CENTRO, CALIFORNIA - AUTHORIZING RESOLUTION OF CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE APPLICATION AND AMENDING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM
3. Adoption of Resolution No. 26-____ CITY OF EL CENTRO COLONIAS, CALIFORNIA - AUTHORIZING RESOLUTION OF CITY COUNCIL OF EL CENTRO, CALIFORNIA, AUTHORIZING THE APPLICATION AND AMENDING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM
4. Approve and adopt the revised PLHA Program Income Reuse Plan, dated August

2026, establishing the City's framework for the reuse of PLHA program income for eligible activities under Section 301 of the PLHA Program Guidelines.

Upon City Council approval, staff will submit the required applications, amended plans, resolutions, and supporting documentation to HCD for review and approval.

ATTACHMENTS:

1. CITY - REVISED FINAL RESOLUTION
2. El Centro City - 17655 - PLHA Application (2023) & Amendment (2022)
3. COLONIA - REVISED FINAL RESOLUTION
4. El Centro Colonia - 17776 - PLHA Application (2023) & Amendment (2022)
5. PLHA Program Income Reuse Plan 2026

RESOLUTION NO. 26-
CITY OF EL CENTRO, CALIFORNIA

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

WHEREAS, the below-recorded members of the City Council of the City of El Centro, California, hereby consents to, adopts, and ratifies the following resolution; and

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 (Chapter 364, Statutes of 2017 (SB 2)); and

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; and

WHEREAS, the City of El Centro (“Applicant”) 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; and

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 of \$1,475,988 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 contract between the Applicant and the Department.

4. Pursuant to Sections 302(c)(4) and 302(c)(5) of the Guidelines, Applicant's PLHA Plan Amendment for the 2020-2023 Allocations and PLHA Program Income Reuse Plan are attached to this resolution and incorporated herein by this reference. Applicant hereby adopts this PLHA Plan Amendment and approves the PLHA Program Income Reuse Plan and certifies compliance with all notice, public comment, and public hearing requirements in accordance with the Guidelines.

5. Applicant certifies that it has or will subgrant some or all 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 fund will be expended only for eligible Activities and consistent with all program requirements.

8. 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.

9. Applicant shall be subject to the term and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

10. Robert Sawyer, City Manager, 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 _____
Michael Crankshaw, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

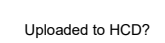
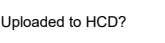
By _____
Joanna Hoff, City Attorney

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 of El Centro, California, held on the day of , 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk

Local Government Formula Allocation for Returning Applicants - Streamlined + Amendment										Revised: 04/29/2026	
This streamlined application form is limited to Applicants who applied for and received an award under one or more of the previous Formula Allocation NOFA's (2019, 2020, 2021 or 2022).											
Please note the following change was made in the Amended NOFA All Applicants requesting an amendment to the 5-Year Plan with this application must redirect 40% of each allocation year being changed towards a homeownership Activity. Ownership activities are 2,3,4,7,8,9 (activities 2,3,4, & 8 will only count as ownership if the funds will go towards ownership sub activities as opposed to rental housing sub activities including ADU's)											
Did Applicant receive an award under one or more of the previous NOFA's? (2019, 2020, 2021 or 2022)										Yes	
Which Allocation(s) are you applying for with this application?										2023 only	
Eligible Applicant Type:		Entitlement_Returning									
Local Government Recipient of PLHA Formula Allocation:										El Centro	
2019 PLHA Formula Allocation Amount:		n/a		2019 Allowable Local Admin (5%):		n/a		Admin requested?			
2020 PLHA Formula Allocation Amount:		n/a		2020 Allowable Local Admin (5%):		n/a		Admin requested?			
2021 PLHA Formula Allocation Amount:		n/a		2021 Allowable Local Admin (5%):		n/a		Admin requested?			
2022 PLHA Formula Allocation Amount:		n/a		2022 Allowable Local Admin (5%):		n/a		Admin requested?		Yes	
2023 PLHA Formula Allocation Amount:		\$161,642		2023 Allowable Local Admin (5%):		\$8,082		Admin requested?		Yes	
Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement. The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. ***Please note that 40% of each allocation being requested with this application MUST be allocated to an activity that supports Homeownership in accordance with the NOFA*** Ownership activities are 2,3,4,7,8,9 (activities 2,3,4, & 8 will only count as ownership if the funds will go towards ownership sub activities as opposed to rental housing sub activities including ADU's) If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the highest AMI level the Activity will serve (you can always go lower than what is listed but you may not serve higher than what is listed without completing a plan amendment in the future). For each remaining year (2022-2023), the percentages allocated to activities must add to 100% annually including the allowable administrative costs of up to 5%.											
§300 Eligible Applicants											
§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.											
Applicant:		City of El Centro									
Address:		1249 W. Main St.									
City:		El Centro		State:		CA		Zip Code:		92243	
Authorized Rep Name:		Robert Sawyer		Authorized Rep Title:		City Manager		Authorized Rep Email:		rsawyer@cityofelcentro.org	
Address:		1275 W. Main St.		City:		El Centro		State:		CA	
Contact Name:		Adriana Nava		Contact Title:		Community Services Director		Contact Email:		anava@cityofelcentro.org	
Address:		1275 W. Main St.		City:		El Centro		State:		CA	
								Zip Code:		92243	
§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?										No	
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300(c) and (d)?											
File Name:		Gov't TIN		Provide a signed Gov't TIN Form						Uploaded to HCD?	
File Name:		Applicant Delegation Agreement		Legally binding agreement between Delegating and Administering Local Governments.						Uploaded to HCD?	
§301 Eligible Activities											
§301(a) Eligible activities are limited to the following:										Select below:	
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.										Yes	
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets 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.										No	
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.										No	
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.										No	
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.										No	
§301(a)(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, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.										Yes	
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.										Yes	
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.										No	
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.										No	
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.										No	
§302 Threshold Requirements											
§302(a) The Applicant's Housing Element and Delegating Local Government's Housing Element (if applicable) was/were adopted by the Local Government's governing body by the application submittal date subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.										Yes	
§302(b) Applicant or Delegating Local Government has submitted the Annual Progress Report(s) to the Department of Housing and Community Development pursuant to Government Code Section 65400 for the allocations being requested.										Yes	
§302(c)(2) Applicant certified in the Resolution submitted with this application that submission of the application was authorized by the governing board of the Applicant.										Yes	
§302(c)(3) Applicant certified in the Resolution submitted with this application that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public.										N/A	
§302(c)(4) Applicant certified in the Resolution submitted with this application that the application include a Plan in accordance with §302(c)(4)?										Yes	
§302(c)(4)(D) Applicant certified in the Resolution submitted with this application that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content.										Yes	
§302(c)(5) Is the applicant submitting a plan amendment with this application? (If you wish to reallocate more than 10 percent of funds among Activities from the previously approved 5-Year Plan included in the PLHA program Standard Agreement, Exhibit E you must submit an updated plan and resolution approving the new plan) 40% of each allocation being changed must go towards an ownership activity.										Yes	
If a reallocation of more than 10 percent of funds was made (and Applicant is amending their plan with this application). Applicant has completed the 302(c)(4) Plan tab and had it discussed and approved at a publicly-noticed meeting of the governing body.										Yes	
File Name:		Application and Adopting the PLHA Plan (2022-2023 Allocations) Resolution								Yes	
§503(b) Applicant certifies that they are in compliance with the State Grants Management Section and are current with any required PLHA Annual Reporting Requirements.											
§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans or accrued interest will be reused for eligible activities specified in Section 301?											
File Name:		Reuse Plan								Yes	

Certifications			
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.			
Authorized Representative Printed Name	Title	Signature	Date

End of Document

Revised: 04/29/2025

conditioning replacements, roofing repairs or replacements, and accessibil

* Goal 5.2 Housing Programs, Program 7: Zoning Code Amendments: Low Barrier Navigation Center (AB101) requires cities to permit Low Barrier Navigation Centers by right in areas zoned for mixed-use and nonresidential zones that permit multi-family uses, if the center meets certain requirements. AB 101 defines a Low Barrier Navigation Center as "a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing."

The City will use funding for lending to an Affordable Housing developer to assist with the construction of extremely low- and low-income multifamily housing. NOTE: The description of the 2022 use is below the 2019-2020 description

2022 (\$100,000) – The City will use allocated PLHA funds to provide a loan to Chelsea Investment Corporation to support the development and construction of Palo Fierro, the second phase of the Jacaranda Gardens affordable housing development. The proposed project will consist of 71 affordable multifamily rental units serving families earning between 30% and 60% of the Area Median Income and one manager unit. PLHA funds will be used for eligible predevelopment, development, and construction costs, and will supplement financing anticipated through the Affordable Housing and Sustainable Communities Program and the 9% Low-Income Housing Tax Credit Program.

[illegible]

The City is working with a consultant to develop program guidelines and prepare the necessary amendment to the PLHA Five-Year Plan. Following approval of the Plan amendment and adoption of the program guidelines, the City anticipates launching the owner-occupied housing rehabilitation program in late 2026, early 2027. Implementation steps will include community outreach, application intake and eligibility review, property assessment, preparation and approval of rehabilitation work scopes, loan approval, contractor selection, and completion of eligible accessibility improvements. The City intends to fully expend the allocated funds and complete all program activities before the PLHA Standard Agreement expires in 2030. Future allocations may be added to continue the Activity, subject to funding availability and City approval.				
File Name:	Application and Adopting the PLHA Plan (2022-2023 Allocations) Resolution	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.	Uploaded to HCD?	

Total Percentage of Funds Allocated Calculator (2022 - 2023)

2022 Allocation - Year 4		2023 Allocation - Year 5	
Admin Requested	5%	Admin Requested	5%
Funds Allocated	95%	Funds Allocated	95%
Total Percentage of Funds Allocated (2022)	100%	Total Percentage of Funds Allocated (2023)	100%

Please note: In order for Allocated Calculator to calculate correctly, "Admin Requested" must be answered "Yes" or "No" in the PLHA Application tab.

RESOLUTION NO. 26-
CITY OF EL CENTRO COLONIAS, CALIFORNIA

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

WHEREAS, the below-recorded members of the City Council of the City of El Centro, California, hereby consents to, adopts, and ratifies the following resolution; and

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 (Chapter 364, Statutes of 2017 (SB 2)); and

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; and

WHEREAS, the City of El Centro (“Applicant”) 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; and

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 of \$1,297,051 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 contract between the Applicant and the Department.

4. Pursuant to Sections 302(c)(4) and 302(c)(5) of the Guidelines, Applicant's PLHA Plan Amendment for the 2020-2023 Allocations and PLHA Program Income Reuse Plan are attached to this resolution and incorporated herein by this reference. Applicant hereby adopts this PLHA Plan Amendment and approves the PLHA Program Income Reuse Plan and certifies compliance with all 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 fund will be expended only for eligible Activities and consistent with all program requirements.

8. 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.

9. Applicant shall be subject to the term and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

10. Robert Sawyer, City Manager, 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 _____
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 of El Centro, California, held on the day of , 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk

Local Government Formula Allocation for Returning Applicants - Streamlined + Amendment						Revised: 04/29/2026	
This streamlined application form is limited to Applicants who applied for and received an award under one or more of the previous Formula Allocation NOFA's (2019, 2020, 2021 or 2022).							
Please note the following change was made in the Amended NOFA All Applicants requesting an amendment to the 5-Year Plan with this application must redirect 40% of each allocation year being changed towards a homeownership Activity. Ownership activities are 2,3,4,7,8,9 (activities 2,3,4, & 8 will only count as ownership if the funds will go towards ownership sub activities as opposed to rental housing sub activities including ADU's)							
Did Applicant receive an award under one or more of the previous NOFA's? (2019, 2020, 2021 or 2022)						Yes	
Which Allocation(s) are you applying for with this application?						2023 only	
Eligible Applicant Type:		NonEntitlement_Returning					
Local Government Recipient of PLHA Formula Allocation:		El Centro (Colonia Only)					
2019 PLHA Formula Allocation Amount:	n/a	2019 Allowable Local Admin (5%):	n/a	Admin requested?			
2020 PLHA Formula Allocation Amount:	n/a	2020 Allowable Local Admin (5%):	n/a	Admin requested?			
2021 PLHA Formula Allocation Amount:	n/a	2021 Allowable Local Admin (5%):	n/a	Admin requested?			
2022 PLHA Formula Allocation Amount:	n/a	2022 Allowable Local Admin (5%):	n/a	Admin requested?	Yes		
2023 PLHA Formula Allocation Amount:	\$102,524	2023 Allowable Local Admin (5%):	\$5,126	Admin requested?	Yes		
Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement. The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. ***Please note that 40% of each allocation being requested with this application MUST be allocated to an activity that supports Homeownership in accordance with the NOFA*** Ownership activities are 2,3,4,7,8,9 (activities 2,3,4, & 8 will only count as ownership if the funds will go towards ownership sub activities as opposed to rental housing sub activities including ADU's) If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the highest AMI level the Activity will serve (you can always go lower than what is listed but you may not serve higher than what is listed without completing a plan amendment in the future). For each remaining year (2022-2023), the percentages allocated to activities must add to 100% annually including the allowable administrative costs of up to 5%.							
§300 Eligible Applicants							
§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.							
Applicant:	City of El Centro						
Address:	1249 W. Main St.						
City:	El Centro	State:	CA	Zip Code:	92243	County:	Imperial
Authorized Rep Name:	Robert Sawyer	Authorized Rep Title:	City Manager	Authorized Rep Email:	rsawyer@cityofelcentro.org	Authorized Rep Phone:	(760) 337-4540
Address:	1275 W. Main St.	City:	El Centro	State:	CA	Zip Code:	92243
Contact Name:	Adriana Nava	Contact Title:	Community Services Director	Contact Email:	anava@cityofelcentro.org	Contact Phone:	(760) 337-4543
Address:	1275 W. Main St.	City:	El Centro	State:	CA	Zip Code:	92243
§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?							No
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300(c) and (d)?				A sample agreement can be found by double clicking on the icon to the right.			
File Name:	Gov't TIN	Provide a signed Gov't TIN Form				Uploaded to HCD?	
File Name:	Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments.				Uploaded to HCD?	
§301 Eligible Activities							
§301(a) Eligible activities are limited to the following:						Select below:	
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.						Yes	
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets 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.						No	
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.						No	
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.						No	
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.						No	
§301(a)(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, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.						Yes	
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.						Yes	
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.						No	
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.						No	
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.						No	
§302 Threshold Requirements							
§302(a) The Applicant's Housing Element and Delegating Local Government's Housing Element (if applicable) was/were adopted by the Local Government's governing body by the application submittal date subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.						Yes	
§302(b) Applicant or Delegating Local Government has submitted the Annual Progress Report(s) to the Department of Housing and Community Development pursuant to Government Code Section 65400 for the allocations being requested.						Yes	
§302(c)(2) Applicant certified in the Resolution submitted with this application that submission of the application was authorized by the governing board of the Applicant.						Yes	
§302(c)(3) Applicant certified in the Resolution submitted with this application that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public.						N/A	
§302(c)(4) Applicant certified in the Resolution submitted with this application that the application include a Plan in accordance with §302(c)(4)?						Yes	
§302(c)(4)(D) Applicant certified in the Resolution submitted with this application that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content.						Yes	
§302(c)(5) Is the applicant submitting a plan amendment with this application? (If you wish to reallocate more than 10 percent of funds among Activities from the previously approved 5-Year Plan included in the PLHA program Standard Agreement, Exhibit E you must submit an updated plan and resolution approving the new plan) 40% of each allocation being changed must go towards an ownership activity.						Yes	
If a reallocation of more than 10 percent of funds was made (and Applicant is amending their plan with this application). Applicant has completed the 302(c)(4) Plan tab and had it discussed and approved at a publicly-noticed meeting of the governing body.						Yes	
File Name:	Application and Adopting the PLHA Plan (2022-2023 Allocations) Resolution	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content. PLHA webpage for Application and Plan Adoption Resolution Document				Uploaded to HCD?	Yes
§503(b) Applicant certifies that they are in compliance with the State Grants Management Section and are current with any required PLHA Annual Reporting Requirements.						Yes	
§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans or accrued interest will be reused for eligible activities specified in Section 301?						Yes	
File Name:	Reuse Plan	Provide Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.				Uploaded to HCD?	

Certifications			
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.			
Authorized Representative Printed Name	Title	Signature	Date

End of Document

Revised: 04/29/2025

* Activity 1 - The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is Affordable to Extremely low-, Very low-, or Moderate-income households, including necessary Operating subsidies. Funding will be lent to an Affordable Housing developer to supplement funding for an income eligible multi-family development.

* Activity 6 - Assisting persons who are experiencing or at Risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new program, (rental assistance, outreach and workforce development program and any future programs that may be developed with eligible agencies).

* Activity 7 - Accessibility modifications for extremely low-, very low-, low-, or moderate-income Owner-occupied housing. Funding will be used to support the Owner-occupied Housing Improvement Program, which is being developed to preserve existing housing and improve safe and habitable living conditions which may include air conditioning replacements, roofing repairs or replacements, and accessibility improvements.

* 5% of PLHA annual allocations will be used for City Administrative costs.

The City of El Centro will prioritize PLHA investments that increase and preserve housing opportunities for households with incomes at or below 60% of the Area Median Income (AMI). Funds will be provided as a loan to an affordable housing developer to support the construction of a multifamily rental housing development serving low-, very low-, and extremely low-income households. PLHA funds will also support housing-related assistance and supportive services for individuals experiencing or at risk of homelessness, with an emphasis on household earning between 0% and 30% of AMI.

¹¹ Goal 5.2 Housing Programs, Program 7: Zoning Code Amendments; Low Barrier Navigation Center (AB101) requires cities to permit Low Barrier Navigation Centers by right in areas zoned for mixed-use and nonresidential zones that permit multi-family uses, if the center meets certain requirements. AB 101 defines a Low Barrier Navigation Center as "a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing."

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

The City of El Centro worked with Chelsea Investment Corporation to construct 96 units in the first phase of a affordable multi-family development Jacaranda Gardens in El Centro. The project is governed by a Development and Disposition Agreement and 55-year affordability covenant between the City and developer. The project has also received grant funding from the Affordable Housing and Sustainable Communities program for construction of off-site improvements. The City lent the developer PLHA funding in the form of a low-interest deferred loan to assist with the increased cost for the construction. The project has been completed.

[illegible]

The street outreach and workforce development program provides paid work experience to participants who perform activities that contribute to community beautification and blight reduction. Participants will also receive employment stabilization assistance, housing identification and placement services, financial literacy education, case management, and individualized supportive services. Navigation Center services may include assistance with obtaining identification documents, accessing Social Security records and benefits, opening bank accounts, receiving tax preparation assistance, and connecting to medical care, behavioral health services, education, job training, and other resources that help participants obtain and maintain stable housing.

[illegible]

The City is currently working with a non-profit organization to implement the program which include participant outreach and enrollment, individualized needs assessments, placement in paid workforce development activities, and delivery of employment stabilization, housing placement, financial literacy, case management, and supportive services. The non-profit organization will continue providing services throughout the approved agreement term, while the City monitors participant outcomes, program performance, and expenditures. All currently funded activities and required reporting will be completed within the applicable PLHA expenditure deadlines. Future funds may be utilized to continue the program, subject to funding availability and City approval. Continuation of the Activity beyond the current agreement term will depend on program performance, future PLHA funding availability, and City approval.

The City will use PLHA funds to implement its Owner-Occupied Housing Rehabilitation Program that provides accessibility modifications for extremely low-, very low-, low-, and moderate-income households. Eligible improvements will address roofing, air conditioning repairs, and accessibility needs. Eligible households may receive deferred loans up to \$25,000 at 3% simple interest to complete improvements necessary for residents with disabilities or mobility limitation to live safely and independently in the home. Eligible improvements may include accessibility ramps, widened doorways, accessible bathrooms, handrails, and other accessibility modifications identified through a property assessment. Priority will be given to owner-occupied household in which at least one resident is a senior, a person with a physical disability, and/or a person with mobility limitations.

[illegible]

The City is working with a consultant to develop program guidelines and prepare the necessary amendment to the PLHA Five-Year Plan. Following approval of the Plan amendment and adoption of the program guidelines, the City anticipates launching the owner-occupied housing rehabilitation program in late 2026, early 2027. Implementation steps will include community outreach, application intake and eligibility review, property assessment, preparation and approval of rehabilitation work scopes, loan approval, contractor selection, and completion of eligible accessibility improvements. The City intends to fully expend the allocated funds and complete all funded rehabilitation activities before the PLHA Standard Agreement expires in 2030. Future allocations may be added to continue the Activity, subject to funding availability and City approval.				
File Name:	Application and Adopting the PLHA Plan (2022-2023 Allocations) Resolution	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.	Uploaded to HCD?	

Total Percentage of Funds Allocated Calculator (2022 - 2023)

2022 Allocation - Year 4		2023 Allocation - Year 5	
Admin Requested	5%	Admin Requested	5%
Funds Allocated	95%	Funds Allocated	95%
Total Percentage of Funds Allocated (2022)	100%	Total Percentage of Funds Allocated (2023)	100%

Please note: In order for Allocated Calculator to calculate correctly, "Admin Requested" must be answered "Yes" or "No" in the PLHA Application tab.

City of El Centro and El Centro Colonia

Permanent Local Housing Allocation (PLHA)

PROGRAM INCOME REUSE PLAN

Updated August 2026 | Draft for Review

1. Purpose

The City of El Centro and El Centro Colonia (collectively, the City) will reuse all program income generated from PLHA-assisted activities, together with interest earned on PLHA funds held on deposit, for activities eligible under Section 301 of the applicable PLHA Program Guidelines. This plan establishes the City's priorities and controls for recycling those funds to address local housing needs.

Program income will remain dedicated to PLHA-eligible uses. It will not be returned to the City's unrestricted General Fund or used for an ineligible purpose.

2. Sources of Program Income

Program income may include, but is not limited to:

- Repayment of principal and payment of accrued interest from PLHA-assisted loans, including owner-occupied housing improvement loans and affordable housing development loans.
- Residual receipts or other payments generated by PLHA-assisted projects when those receipts constitute program income under PLHA requirements.
- Interest earned while PLHA grant funds or program income are held on deposit.
- Other repayments, recaptures, or returns of PLHA funds that HCD determines must be reused as program income.

3. Reuse Priorities

Subject to funding availability, current community needs, applicable program guidelines, and City Council-approved policies, the City intends to prioritize the following PLHA-eligible uses:

Priority use	Planned application
Owner-occupied housing improvements (Activity 7)	Primary revolving-loan priority. Assist income-qualified, owner-occupied households with accessibility modifications and related health, safety, and habitability improvements in accordance with the City's adopted program guidelines.
Affordable housing development and preservation (Activity 1)	Support eligible predevelopment, development, acquisition, rehabilitation, and preservation of affordable multifamily, residential live-work, rental, or ownership housing, including eligible operating subsidies.
Homelessness assistance (Activity 6)	Support eligible activities for persons experiencing or at risk of homelessness, including rapid rehousing, qualifying rental assistance, supportive or case-management services, and eligible navigation center, emergency shelter, permanent housing, or transitional housing costs.
Other Section 301 activities	Fund another PLHA-eligible activity when local priorities change and the City completes any required approval, program, and reporting actions.

4. Owner-Occupied Housing Improvement Revolving Loan Use

Program income generated by owner-occupied housing improvement loans may be returned to the same program and reused as a revolving source of assistance. Reuse will follow the program guidelines in effect when assistance is committed. The program direction presented to the City Council on July 21, 2026, includes:

- Deferred loans of up to \$25,000 per property during a 10-year period.
- Simple interest at 3 percent, calculated only on the original principal, with no required monthly payments.
- Outstanding principal and accrued interest become due upon transfer, as provided in the executed loan documents and approved program guidelines.
- Owner occupancy as the homeowner's primary residence and household eligibility based on applicable State income limits.
- Priority for homes in which at least one senior, person with a physical disability, or person with mobility limitations resides.

- Eligible improvements that may include wheelchair ramps, grab bars, widened doorways, accessible bathrooms, zero-step showers, security lighting, air-conditioning repair or replacement, and roof repair or replacement, as permitted by the approved guidelines.

After the applicable 10-year period, a household may apply for additional assistance if it remains eligible, funding is available, and the request is allowed under the program guidelines then in effect.

5. Administration and Financial Management

- The City will separately identify and account for PLHA program income and interest earned in its financial records.
- Program income will be reviewed for an eligible use before commitment or expenditure and will be administered in accordance with the applicable PLHA Guidelines, Standard Agreements, City policies, and approved activity guidelines.
- Up to 5 percent of program income may be used for eligible administrative costs, including allowable long-term monitoring costs, consistent with HCD guidance. Project delivery costs will be charged to the applicable activity when permitted.
- Loan repayments and other receipts will be reconciled to the City's loan-servicing and accounting records, and expenditures will be supported by adequate source documentation.
- The City will report program income and its reuse as required by HCD and will retain records for monitoring and audit purposes.

6. Amendments and Governing Requirements

This plan may be amended when the City's housing needs, PLHA priorities, program design, or governing requirements change. Program income is not limited solely to the activities listed in the City's PLHA Five-Year Plan; however, every reuse must remain eligible under Section 301 of the applicable PLHA Guidelines and must comply with any required City Council approval, HCD approval or notification, Standard Agreement provision, and adopted program guidelines.

If a conflict arises between this plan and applicable State law, PLHA Guidelines, an executed Standard Agreement, or written HCD direction, the controlling State requirement or agreement will govern.



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-223)

Item: 15.

Meeting: 9/1/2026 3:00 PM

Department: Public Works

Category: Resolution

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

Department Head: Abraham Campos

DOC ID: 2026-223

Public Hearing to consider the adoption of the 2025 Urban Water Management Plan.

CITY MANAGER'S RECOMMENDATION:

1. Open the public hearing, receive the staff presentation, and take public testimony on the draft 2025 Urban Water Management Plan (UWMP) and 2025 Water Shortage Contingency Plan (WSCP)
2. Close the public hearing;
3. Adopt Resolution No. 26- , RESOLUTION OF THE COUNCIL OF THE CITY OF EL CENTRO APPROVING AND ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN; and
4. Authorize the Public Works Director/City Engineer, or designee, to submit the adopted 2025 UWMP and WSCP to the California Department of Water Resources (DWR) via the WUEdata Portal and to make any non-substantive technical corrections necessary to finalize the document for submittal.

FISCAL IMPACT:

No impact to the General Fund. Water Enterprise funds will be utilized to cover Consultant expenditure.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Environmental Sustainability & Infrastructure
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 California Urban Water Management Planning Act (Water Code Sections 10610 through 10656) requires every urban water supplier that provides water to more than 3,000 customers, or that supplies more than 3,000 acre-feet of water annually, to prepare and adopt an Urban Water Management Plan (UWMP) every five years. The UWMP must include a Water Shortage Contingency Plan (WSCP) that establishes standardized shortage response levels and actions. The City of El Centro, as a retail water supplier serving the City's water and sewer utility customers, is subject to this requirement.

The City Council last adopted the City's UWMP and WSCP on June 15, 2021 (Resolution No. 21-57), covering the 2020 planning cycle. State law requires the next update, referred to as the 2025 UWMP, to be adopted and submitted to DWR by July 1, 2026. City staff,

together with the City's consultant, Psomas, have prepared the attached draft 2025 UWMP and WSCP to satisfy this requirement.

As required by the Act, City Council must hold a public hearing and adopt the 2025 UWMP for submittal on the State's website portal. Staff published two public hearing notices in the Imperial Valley Press in advance of this August 18, 2026 public hearing. Public hearing notices were published on August 18, 2026 and on August 25, 2026. The notices provided a link to the draft 2025 UWMP. Hard copies of the report have been placed in the City Clerks' Office for public review.

DISCUSSION:

The 2025 UWMP updates the City's water supply and demand data, reliability analysis, and shortage response planning using current information, consistent with the same overall methodology used in the 2020 Plan. The core conclusion of the 2020 Plan is unchanged: the City's water supply, delivered under its senior Colorado River entitlement through the Imperial Irrigation District (IID), is projected to remain 100% reliable to meet demand under normal, single dry-year, and multiple dry-year conditions through the 25-year planning horizon (now extended to 2050). The City's Water Shortage Contingency Plan framework – five shortage stages tied to Ordinance No. 17-01, standardized to the six state shortage levels – also remains structurally unchanged.

Within that overall continuity, staff highlights the following notable changes in information between the 2020 Plan and the 2025 Plan:

1. Lower Population and Demand Growth Projections

The 2025 Plan incorporates updated SCAG regional growth forecasts that are considerably more conservative than those used in 2020. The 2020 Plan projected the City's population would grow 28.7% by 2045 (to approximately 58,750). The 2025 Plan, using updated SCAG data, projects growth of approximately 13.0% by 2050 (to approximately 50,900). As a result, projected total water demand at the 2045 horizon year is lower in the 2025 Plan (approximately 8,082 acre-feet per year) than it was in the 2020 Plan for that same year (approximately 9,176 acre-feet per year).

2. Increased Non-Revenue Water and a New State Water Loss Standard

The City's non-revenue water (water produced but not billed, primarily from system leaks) has increased since 2020. The 2020 Plan reported a 6.2% loss rate for that year; the 2025 Plan reports a five-year average (2020–2024) of approximately 13.4%, consistent with statewide trends toward aging infrastructure and revised audit methodology. In addition, the 2025 Plan is the first cycle required to report the City's progress toward the State Water Resources Control Board's new 2028 Water Loss Performance Standard, a standard that did not exist at the time the 2020 Plan was adopted. The City's current real and apparent loss levels exceed this new standard. The 2025 Plan notes that the City is actively administering programs to reduce water loss and is in the process of requesting that the State Water Board update the calculated standard to more appropriately reflect the age of the City's distribution system; staff also recommend continuing to address this finding through the City's ongoing capital improvement planning for water distribution infrastructure.

3. Finalized IID Equitable Distribution Plan

At the time the 2020 Plan was adopted, IID's Equitable Distribution Plan (EDP) – which governs how Colorado River water is allocated among IID's water users during any future

shortage – had been repealed by the IID Board pending litigation, with a revised plan anticipated. The 2025 Plan reflects that IID's Board formally readopted a revised EDP on July 26, 2023, including a new water transfer mechanism intended to provide greater flexibility among users. This does not change the conclusion that the City's supply is fully reliable, but it reflects a substantive update to the regional water rights framework underlying that conclusion.

CONCLUSION:

Adopt Resolution No. 26- , RESOLUTION OF THE COUNCIL OF THE CITY OF EL CENTRO APPROVING AND ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN

ATTACHMENTS:

1. Resolution No 26-
2. DRAFT 2025 El Centro UWMP
3. Notice of Public Hearing
4. Proof of Publication 08.18.26

RESOLUTION NO. 26-

RESOLUTION OF THE COUNCIL OF THE CITY OF EL
CENTRO, CALIFORNIA, ADOPTING THE 2025 URBAN
WATER MANAGEMENT PLAN AND THE 2025 WATER
SHORTAGE CONTINGENCY PLAN

WHEREAS, California Water Code Sections 10610, et seq., under the Urban Water Management Planning Act (“Act”) requires that an urban water supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually, prepare and adopt an Urban Water Management Plan (“UWMP”) and a Water Shortage Contingency Plan (“WSCP”) as part of its UWMP; and

WHEREAS, Once adopted, the Water Code requires the UWMP be updated at least once every five years in years ending in “1” or “6”; and

WHEREAS, urban water suppliers are required to update and submit their 2025 UWMP to the California Department of Water Resources (“DWR”), the California State Library, and any city or county within which the supplier provides water supplies within thirty (30) days of adoption; and

WHEREAS, the Act further requires urban water suppliers to periodically review the WSCP and electronically submit a revised WSCP to DWR within thirty (30) days of adoption; and

WHEREAS, the City has prepared a draft 2025 UWMP including the draft 2025 WSCP in accordance with the Act, which has been circulated for public review and may be modified following input from the public; and

WHEREAS, the City has properly noticed a public hearing regarding the UWMP to be held by the City Council on September 1, 2026; and

WHEREAS, at the duly noticed public hearing on September 1, 2026, to provide members of the public the opportunity to be heard regarding the UWMP and WSCP; and

WHEREAS, the City Council has reviewed the UWMP and WSCP, and has determined that the factual analysis and conclusions set forth therein are legally sufficient; and

WHEREAS, the City Council desires to adopt the UWMP and WSCP to comply with the Act; and

WHEREAS, the City Council finds that the preparation and adoption of the 2025 UWMP, including the 2025 WSCP will not significantly affect water supplies for fish and wildlife, is not a project for implementation of the 2025 UWMP, and is not a project for expanded or additional water supplies and, therefore, preparation and adoption of the 2025 UWMP, including the 2025

WSCP, is exempt from the California Environmental Quality Act (“CEQA”) requirements under Section 10652 of the California Water Code.

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 hereby determines that the preparation and adoption of the 2025 UWMP, including the 2025 WSCP, attached hereto as Exhibit A and incorporated herein by reference, is exempt from CEQA pursuant to California Water Code Section 10652 and staff is authorized to file a Notice of Exemption.
3. The City Council hereby finds that the 2025 UWMP, including the 2025 WSCP, a copy of which is in the office of the City Clerk, have been properly prepared in conformance with the Act and are hereby adopted.
4. The Council further directs the Director of Public Works or designee to incorporate public comments into the City’s 2025 UWMP and WSCP as directed by the Council, and to file copies of the 2025 UWMP with DWR, the California State Library, and the County of Imperial and make the 2025 UWMP available for public review consistent with California Water Code Sections 10645 and 10632(c). If DWR requires any revisions prior to acceptance of the UWMP, any such UWMP revisions shall be approved by the Director of Public Works prior to resubmittal.

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 at a 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

EXHIBIT A

2025 URBAN WATER MANAGEMENT PLAN

(Including WATER SHORTAGE CONTINGENCY PLAN, Chapter 8)



DRAFT

2025 URBAN WATER MANAGEMENT PLAN

AUGUST 2026

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2025 URBAN WATER MANAGEMENT PLAN

City of El Centro

Prepared for:

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

Prepared by:

P S O M A S

5 Hutton Centre Drive, Suite 300
Santa Ana, CA 92707

Date:

DRAFT August 2026

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Appendix F –Water Loss Audit Reports

ACRONYMS AND ABBREVIATIONS

20x2020	20% water use reduction in GPCD by year 2020
AAC	All-American Canal
AB	Assembly Bill
Act	Urban Water Management Planning Act
AF	Acre-Feet
AFY	Acre-Feet per Year
AMI	Area Median Income (Same as HMI)
AMI/AMR	Advanced Metering Infrastructure or Automatic Meter Reading
AOP	Annual Operating Plan
AWSDA	Annual Water Supply and Demand Assessment
AWWA	American Water Works Association
BiOps	Biological Opinions
BMP	Best Management Practice
CalARP	California Accidental Release Program
CAP	Central Arizona Project
CCF	Hundred Cubic Feet
CDCR	California Department of Corrections and Rehabilitation Facilities
CEC	Constituents of Emerging Concern or California Energy Commission
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CFS	Cubic Feet per Second
CII	Commercial, Industrial, and Institutional
CIMIS	California Irrigation Management Information System
City	City of El Centro
CRA	Colorado River Aqueduct
CRWDA	Colorado River Water Delivery Agreement
CVP	Central Valley Project
CVWD	Coachella Valley Water District
CWC	California Water Code
DDW	Division of Drinking Water
Delta	Sacramento-San Joaquin River Delta
DMM	Demand Management Measure
DOE	Department of Energy
DOF	Department of Finance
DRA	Drought Risk Assessment
DU	Dwelling Unit
DWR	Department of Water Resources
EDP	Equitable Distribution Plan

EIR	Environmental Impact Report
EOC	Emergency Operations Center
EPA	Environmental Protection Agency
ESA	Endangered Species Act
ET	Evapotranspiration
Eto	Evapotranspiration from a Standardized Grass Surface
Etr	Evapotranspiration from a Standardized Alfalfa Surface
FWS	US Fish and Wildlife Service
FY	Fiscal Year
GAC	Granulated Activated Carbon
GCM	Global Climate Model
GDD	Growing Degree Day
GPCD	Gallons per Capita per Day
GPD	Gallons per Day
GPF	Gallons per Flush
GPM	Gallons per Minute
HCF	Hundred Cubic Feet
HECW	High Efficiency Clothes Washer
HET	High Efficiency Toilet
HMI	Household Median Income (Same as AMI)
ICS	Intentionally Created Surplus
IID	Imperial Irrigation District
In	Inches
IOPP	Inadvertent Overrun Payback Policy
IRP	Integrated Water Resources Plan
IRWMP	Integrated Regional Water Management Plan
ITP	Independent Technical Panel
IWA	International Water Association
IWSP	Improved Water and Wastewater Services Program
KAF	Thousand Acre Feet
KAFY	Thousand Acre Feet per Year
LAFCO	Local Agency Formation Commission
LCR	Lower Colorado River
LRP	Local Resources Program
LTFP	Long-Term Facilities Plan
MAF	Million Acre-Feet
MAFY	Million Acre-Feet per Year
MCL	Maximum Contaminant Level
MCI	Municipal, Commercial and Industrial
Metropolitan	Metropolitan Water District of Southern California

MG	Million Gallon
MGD	Million Gallons per Day
Mg/L	Milligrams per Liter
MHMP	Multi-Jurisdictional Hazard Mitigation Plan
MIN	Minutes
M&I	Municipal and Industrial
MHI	Median Household Income
MOU	Memorandum of Understanding
MSCP	Multi-Species Conservation Program
MSL	Mean Sea Level
MTBE	Methyl Tertiary Butyl Ether
MWD/MWDSC	Metropolitan Water District of Southern California
NA	Not Available
NBGPP	North Basin Groundwater Protection Project
NDMA	N-nitrosodimethylamine
NEPA	National Environmental Policy Act
NF	Nanofiltration
NOAA	National Oceanic and Atmospheric Administration
NPDES	National Pollutant Discharge Elimination System
OES	California Office of Emergency Services
PCE	Perchloroethylene
pci/L	Picocuries per Liter
PPCP	Pharmaceuticals and Personal Care Product
PPR	Present Perfected Rights
QSA	Quantification Settlement Agreement
REOC	Regional Emergency Operations Center
RHNA	Regional Housing Needs Assessment
RO	Reverse Osmosis
RTP	Regional Transportation Plan
RUWMP	Regional Urban Water Management Plan
RWQCB	Regional Water Quality Control Board
SAP	Service Area Plan
SB	Senate Bill
SBx7-7	Senate Bill 7 as part of the Seventh Extraordinary Session
SCADA	Supervisory Control and Data Acquisition
SCAG	Southern California Association of Governments
SCS	Sustainable Communities Strategy
SDI	Supply & Demand Imbalance
SDCWA	San Diego County Water Authority
SDWA	Safe Drinking Water Act

SOI	Sphere of Influence
Study	Colorado River Basin Water Supply and Demand Study
SWP	State Water Project
SWRCB	California State Water Resources Control Board
TAF	Thousand Acre-Feet
TDS	Total Dissolved Solids
ug/L	Micrograms per Liter
USBR	United States Bureau of Reclamation
USEPA	United States Environmental Protection Agency
USGS	United States Geological Survey
UV	Ultraviolet
UWMP	Urban Water Management Plan
VOC	Volatile Organic Compound
WAPA	Western Area Power Administration
WARN	Water Agencies Response Network
WBIC	Weather-Based Irrigation Controller
WCAB	Water Conservation Advisory Board (of IID)
WRCC	Western Regional Climate Center
WSAP	Water Supply Allocation Plan
WSCP	Water Shortage Contingency Plan
WTP	Water Treatment Plant
WUE	Water Use Efficiency
WWTP	Wastewater Treatment Plant

1 INTRODUCTION

1.1 Urban Water Management Plan Requirements

The City of El Centro (City) prepared this 2025 Urban Water Management Plan (UWMP) to submit to the California Department of Water Resources (DWR) to satisfy the UWMP Act of 1983 (UWMP Act or Act) and subsequent California Water Code (CWC or Water Code) requirements. This 2025 UWMP contains all elements required by the Act.

The UWMP Act, enacted by the California legislature, requires every Urban Water Supplier (Supplier) providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet (AF) of water annually to prepare, adopt, and file a UWMP with the DWR every five years in the years ending in six and one.

This 2025 UWMP provides a detailed summary of present and future water supplies and demands and provides an assessment of the City's water resource needs. Specifically, the UWMP provides water supply planning for a 25-year planning period in five-year increments and identifies water supplies needed to meet existing and future demands. The demand analysis must identify supply reliability under three hydrologic conditions: a normal year, single dry-year, and five consecutive dry-years. The City's 2025 UWMP updates the 2020 UWMP, in compliance with new requirements of the Act.

For this 2025 UWMP cycle, DWR continues to place emphasis on achieving improvements for long-term reliability and resilience to drought and climate change in California. Despite there being no new statutory requirements, Suppliers must now report progress on meeting their 2028 Water Loss Standards and continue to state their compliance with Senate Bill (SB) X7-7 2020 Targets.

This UWMP is organized into 10 chapters aligned with the DWR guidebook recommendations as listed below:

Chapter 1 Introduction and UWMP Overview gives an overview of the UWMP fundamentals and requirements for the 2025 UWMP and a lay description of the Plan.

Chapter 2 UWMP Preparation identifies this UWMP as an individual planning effort of the City, lists the type of year and units of measure used, and introduces the coordination and outreach activities conducted by the City to develop this UWMP.

Chapter 3 System Description gives a background on the City's water system and its climate characteristics, population projections, demographics, socioeconomics, and predominant current and projected land uses of its service area.

Chapter 4 Water Use Characterization provides historical, current, and projected water use by customer category for the next 25 years for the City and the projection methodology used by the City to develop the 25-year projections.

Chapter 5 Conservation Target Compliance states that the City's 2020 per capita water use in gallons per capita per day (gpcd) met the compliance target defined by SBx7-7, including documentation on compliance.

Chapter 6 Water Supply Characterization describes the current water supply portfolio of the City as well as the planned and potential water supply projects and water exchange and transfer opportunities.

Chapter 7 Water Supply Reliability Assessment describes the assessment of the reliability of the City's water supply service to its customers for a normal year, single dry year, and five consecutive dry years scenarios. This section also includes a Drought Risk Assessment of all the supply sources for a consecutive five-year drought period beginning in 2026.

Chapter 8 Water Shortage Contingency Plan provides a structured guide for the City to deal with water shortages, incorporating prescriptive information and standardized action levels, lists the appropriate actions and water use efficiency measures to be taken to ensure water supply reliability in times of water shortage conditions, along with implementation actions in the event of a catastrophic supply interruption.

Chapter 9 Demand Management Measures provides a description of the City's current and planned measures and programs to help customers in its service area be water efficient and comply with the City's urban water use reduction targets.

Chapter 10 Plan Adoption, Submittal, and Implementation provides a record of the process the City followed to adopt and implement its UWMP.

1.1.1 Senate Bill 7 of the Seventh Extraordinary Session of 2009, Water Conservation in the Delta Legislative Package

The state Legislature passed Senate Bill 7 as part of the Seventh Extraordinary Session, referred to as SBx7-7, on November 10, 2009, which became effective February 3, 2010. This law was the water conservation component to the historic Delta legislative package and sought to achieve a 20 percent statewide reduction in urban per capita water use in California by December 31, 2020. The law requires each urban retail water supplier to develop urban water use targets to help meet the 20 percent goal by 2020.

The bill states that the legislative intent is to require all water suppliers to increase the efficiency of use of water resources and to establish a framework to meet the state targets for urban water conservation called for by the Governor. The bill is intended to promote urban water conservation initiatives, while establishing methods for urban retail water suppliers to determine targets to help achieve increased water use efficiency by the year 2020.

The 2020 UWMP provided the 2020 per-capita target value that was adopted in the 2015 UWMP, and the compliance value based upon actual 2020 customer water use. The details of this analysis are included in Chapter 5.

1.1.2 Assembly Bill 1668 and Senate Bill 606

In 2018, Governor Brown signed into law the water conservation bills AB 1668 and SB 606. These bills created a long-term regulatory framework titled "Making Conservation a California Way of Life". On January 1, 2025, the Making Conservation a California Way of Life regulation went into effect. This regulation sets forth a framework for retail water providers to more accurately gauge water use in their service area, submit annual water use reports to the State Water Resources Control Board (SWRCB), and implement performance measures to reach urban water use objectives.

The regulation establishes a water-use "budget" for urban retail water suppliers across the state whereby each supplier must calculate a customized Urban Water Use Objective each year based on four main efficiency standards:

- Indoor Residential Use: Initially set at 55 gallons per person per day, decreasing to 47 gallons by 2025 and 42 gallons by 2030.
- Outdoor Residential Use: Based on local climate and irrigable landscape area.
- Commercial/Industrial/Institutional (CII): Performance measures for large landscapes and high-use sectors, including dedicated irrigation meters for areas of 0.5 acres or more.
- Water Loss: Standards to reduce leaks in distribution system.

1.2 Lay Description

The City of El Centro (City) has prepared this 2025 Urban Water Management Plan (UWMP) in compliance with the California Water Code (CWC). This summary satisfies the requirement of CWC to include a simple lay description of information necessary to provide a general understanding of the Plan, including a description of City's water supply reliability, as well as its strategies and potential challenges for the foreseeable future. The City's Lay Description for this 2025 UWMP is presented below:

1.2.1 Chapter 1: Introduction

On November 10, 2009, the state Legislature passed Senate Bill 7 now known as SBx7-7. That goal of that law, which took effect on February 3, 2010, was to reduce the average amount of water each California resident uses on a daily basis. The target date for meeting that reduction was December 31, 2020. Executive Orders issued by California's Governor, as well as additional legislation stemming from the recent drought required improved efficiency in both indoor and outdoor water use, provided water agencies with incentives to recycle water and required water suppliers to prepare for future droughts. The City of El Centro's 2025 UWMP provides a detailed summary of its present and future water supplies and demands and assesses its water resource needs over the next 25 years.

1.2.2 Chapter 2: Plan Preparation

The California Water Code requires all "urban water suppliers" to prepare and submit an Urban Water Management Plan (UWMP) to the Department of Water Resources (DWR) every five years (in years ending in "00" or "05" or by specific dates specified by the State. The Water Code defines an urban water supplier as a public or private water agency, which provides water for municipal purposes either directly or indirectly to more than 3,000 customers or supplies more than 3,000 acre-feet (AF) of water annually (an acre-foot is a volume of water equal to one acre covered to a depth of one foot, which is approximately 325,851 gallons). The City of El Centro is a public water supplier, which meets the definition of an urban water supplier. The City has 10,315 municipal water service connections and supplied 7,970 AF of water to its customers in 2025.

1.2.3 Chapter 3: System Description

The City of El Centro, which is located approximately 120 miles east of San Diego along the I-8 corridor, is situated in an arid region where annual rainfall averages 2.54 inches. El Centro is the largest City and the principal trading center of Imperial County and had a population of approximately 46,029 in 2025, which is projected to increase by 11% to 50,900 by 2050. The City purchases all its water from the Imperial Irrigation District (IID), which delivers raw Colorado River water to all agricultural lands and urban water retailers

within its water service area including the City of El Centro. Raw water purchased from IID is stored in four 12.5 Million Gallon (MG) open reservoirs at the City's water treatment plant. After the raw water is treated to drinking water standards, it is stored in three tanks at the treatment plant, which have a combined capacity of 10.0 MG, and in one 4.0 MG tank located approximately two miles away. The treated drinking water is pumped from these tanks into the distribution system, which includes approximately 148 miles of pipeline ranging in size from $\frac{3}{4}$ inches to 30-inches in diameter.

1.2.4 Chapter 4: System Water Use Characterization

This chapter presents the City's current water demands by customer type and projects future water demand over the next 25 years. Approximately 70 percent of all water usage in the City is residential use, with just over half that being used by lower income residents. The remaining 30 percent is used by businesses, industries, landscape irrigation, schools, and government offices. Over the past five years, City water losses have averaged 13.4%. Those losses consist of: (1) unbilled but authorized uses such as fire hydrant flushing and firefighting; (2) real losses incurred through leakage in mains and service lines; and (3) unauthorized uses and customer metering inaccuracies. Based on current population projections, and taking into account future water conservation, total water usage in El Centro is expected to increase by 7% over the next 25 years (compared with a 13% projected increase in population over the same period).

1.2.5 Chapter 5: Conservation Target Compliance

To comply with SBx7-7, the City had to determine its baseline water use and set targets for the years 2015 and 2020 to meet the State's 20% and 15% reduction goals for 2020 and 2015, respectively. The City met the first 2015 goal, which was an early indication it was on track to meet its 2020 goal as well. The State allows water suppliers to establish their target goals based on one of four methods. El Centro chose to set its goal based on using a regional hydrologic target set forth in the State's 20x2020 Water Conservation Plan (Method 3). Using Method 3, the City's target goal was set at 198.6 gallons per person per day. The City's actual water use in 2020 was 148 gallons per person per day, which represents a 25.5% reduction over its baseline target, thus demonstrating compliance with the State's 20% reduction requirement.

1.2.6 Chapter 6: Water Supply Characterization

As the result of multiple agreements, State and Federal laws, and numerous court decisions extending all the way to the US Supreme Court, some of which date back to 1885, IID has the legal rights to take up to 3.1 Million Acre-Feet (MAF) from the Colorado River in most years with a guarantee of at least 2.6 MAF. Taken together, these legal documents and court rulings are known collectively as the "Law of the River." These legal rights are important, given the Colorado river is in the midst of a long-term drought brought on by the impacts of climate change, as demonstrated by historically low storage volumes and water surface elevations in both Lakes Mead and Powell in recent years. IID's legal rights to a significant portion of Colorado River water is particularly important to El Centro and other Imperial Valley communities, given the poor quality of regional groundwater and the lack of recycled water (which is not economically justifiable).

1.2.7 Chapter 7: Water Supply Reliability Assessment

The State requires all urban water suppliers determine the reliability of its ability to provide water service under normal, dry, and multiple dry water years. To make this determination, the City reviewed rainfall

records and compared them with water usage over the past several decades. The average or normal year during this period was 2008 when annual rainfall of 2.60 inches was closest to the long-term historic average of 2.54 inches dating back to 1932. The single driest year was 2006, which had the lowest amount of annual rainfall – 0.42 inches – over the past several decades. The five-multiple year dry period, and the only five consecutive years over the past several decades where rainfall was below average for each of those years was 2000-2004 when total rainfall measured 5.66 inches. Based on water usage (as a percentage of average use) during these years, the City was able to project future use during normal, single dry and multiple dry years. Because of the reliability of IID's Colorado River water rights under the "Law of the River," El Centro will have a sufficient supply of water to meet all future needs through 2050 during single and multiple dry years. The State also requires every urban water supplier to include a Drought Risk Assessment (DRA) in their UWMP. This analysis assumes five consecutive years of drought will occur beginning in 2026 and continuing through 2030. Again, due to the highly reliable nature of IID's water source, the City will be able to meet all its projected demands through 2030, assuming 2026 is the first year of a five-year drought.

1.2.8 Chapter 8: Water Shortage Contingency Plan

The California Water Code requires suppliers to prepare and adopt a Water Shortage Contingency Plan (WSCP) which incorporates appropriate stages of response actions to be implemented during extended periods of water shortages. The Water Code sets six standard stages of water shortages (ranging from a 10% shortage to a greater than 50% shortage) but allows water suppliers to differ from that provided they cross-reference their stages to the State's six standard stages. The City established five water conservation stages (shortages of 10%, 20%, 30%, 40% and 50% or greater) in Ordinance No. 17-01 adopted on February 21, 2017. These stages, which have since been incorporated into the El Centro Municipal Code, are declared by the City Council and require the implementation of an increasing number of water use restrictions and prohibitions, depending on the stage. Violations of the restrictions and/or prohibitions can result in penalties ranging from \$100 to \$500 per violation. Water rates will also be increased by 25%, 50% and 100% percent upon the declaration of a Stage 3, 4 or 5 emergency, respectively. The City's 2025 WSCP was adopted by Resolution No. 26-XX, along with this UWMP on September 1, 2026.

1.2.9 Chapter 9: Demand Management Measures

This UWMP addresses Demand Management Measures (DMM), which are measures the City can take to promote water conservation practices. The City's DMMs include adopting City water waste ordinances, metering all water usage in the City, conservation pricing, instituting programs to manage water system losses in the distribution system, assigning City staff to coordinate water conservation efforts, and participating in public education and outreach activities, which include offering rebates, distributing water conservation information in customer bills, publishing press releases, newsletters, newspaper articles, posting information on the City's website, utilizing social media to promote water conservation, participating in school education programs, and staffing booths at public fairs and other similar events. This Plan also provides information on various water conservation programs implemented by IID, El Centro's wholesale supplier, which include equitably apportioning water when necessary, fallowing (temporarily taking agricultural land out of production) and implementing miscellaneous conservation programs including lining the All-American Canal and coordinating water conservation efforts closely with other regional suppliers.

1.2.10 Chapter 10 Plan Adoption, Submittal, and Implementation

A public hearing was held in the City of El Centro Council Chambers on **September 1, 2026**, at the City Council meeting, which began at 6:00 p.m. At the conclusion of that public hearing, the City Council adopted the 2025 UWMP along with the WSCP by Resolution No. 26-XX. Imperial County and Imperial Irrigation District were notified of the preparation of the UWMP by letter dated June 16, 2026. Notification of the public hearing was also provided to the public via two separate notices published in the Imperial Valley Press on **August 18 and August 25, 2026**. A copy of the Final Draft of El Centro's 2025 UWMP was also posted on the City's website on August 18, 2026. Copies of the Final adopted 2025 UWMP, including its accompanying WSCP, will be submitted electronically to DWR through the WUE Data Portal. Additionally, a CD containing a digital copy of the 2025 UWMP and WSCP will be submitted to the California State Library, Imperial County, and the Imperial Irrigation District within 30 days of the date of adoption. The 2025 UWMP and WSCP will also be posted on the City's website and made available to the public within 30 days of the date of adoption. And lastly, any amendments to this adopted UWMP and/or WSCP, will follow each of the steps for notification, public hearing, adoption, and submittal referenced in this paragraph.

2 PLAN PREPARATION

2.1 Basis for Preparing a Plan

Per California Water Code (CWC), “urban water supplier” means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems. Every urban water supplier must adopt an urban water management plan within one year after it has become an urban water supplier.

The City of El Centro is a public water supplier that meets the definition of an urban water supplier with 10,315 municipal water service connections and a total 7,970 acre-feet (AF) of water supplied to customers in their water service area in 2025. See Submittal Table 2-1.

Table 2-1: Public Water Systems

Table 2-1: Retail Only: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2025 ¹	Volume of Water Supplied 2025 (AF) ²
CA1310004	City of El Centro	10,315	7,970
TOTAL		10,315	7,970

2.2 Individual or Regional Planning and Compliance

The City of El Centro has developed an individual UWMP (as opposed to a Regional UWMP) that reports solely on its service area; addresses all requirements of the CWC; and notifies and coordinates with appropriate regional agencies and constituents. See Submittal Table 2-2.

¹ Municipal connections include active, inactive, and temporary service connections.

² Volume of water supplied includes water entering the potable water system (for El Centro, that includes only treated imported water).

Table 2-2: Plan Identification

Table 2-2: Plan Identification			
Select Only One	Type of Plan		Name of RUWMP or Regional Alliance
☒	Individual UWMP		
☐	☐	Water Supplier is also a member of a RUWMP	
☐	☐	Water Supplier is also a member of a Regional Alliance	
☐	Regional Urban Water Management Plan (RUWMP)		

A retail supplier may choose to meet the SBx7-7 targets on its own or it may form a regional alliance with other retail suppliers to meet the water use target as a region. Within a Regional Alliance, each retail water supplier will have an additional opportunity to achieve compliance under both an individual target and a regional target. The City is not a member of a regional alliance and will report individual compliance with SBx7-7 targets.

2.3 Fiscal or Calendar Year and Units of Measure

The City of El Centro is a water retailer (as opposed to a water wholesaler). The City's 2025 UWMP has been prepared using calendar years (as opposed to fiscal years) and has been prepared using acre-feet (AF) as the units of water volume measure. See Submittal Table 2-3.

Table 2-3: Supplier Identification

Table 2-3: Supplier Identification	
Type of Agency	
☐	Agency is a wholesaler
☒	Agency is a retailer
Fiscal or Calendar Year	
☒	UWMP Tables Are in Calendar Years
☐	UWMP Tables Are in Fiscal Years
Units of Measure Used in UWMP	
Unit	AF

2.4 Coordination and Outreach

Per CWC Section 10631, an urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (c). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan.

The City of El Centro has worked closely with Imperial Irrigation District (IID), the City's water wholesaler, in estimating projected water use in accordance with CWC and has relied upon water supply information provided by IID in fulfilling its 2025 UWMP. See Submittal Table 2-4.

Table 2-4: Water Supplier Information Exchange

Table 2-4: Retail: Water Supplier Information Exchange
The retail supplier has informed the following wholesale supplier(s) of projected water use in accordance with CWC 10631.
Imperial Irrigation District

The City's water supply planning relates to the policies, rules, and regulations of its regional and local water providers. Recognizing that close coordination among other relevant public agencies is key to the success of its UWMP, the City worked closely with other entities to develop and update this planning document.

The City encouraged community and public interest involvement in the plan update through a public hearing and inspection of the draft document. The public hearing was conducted on **September 1, 2026**. Public hearing notifications were published in local newspapers, both one week and two weeks prior to the public hearing. A copy of the published Notice of Public Hearing is included in Appendix D. The notice was also posted on the City's website, along with a draft copy of the UWMP, two weeks prior to the public hearing. The hearing provided an opportunity for all residents and employees in the City's water service area to learn and ask questions about their water supply in addition to the City's plans for providing a reliable, safe, high-quality water supply.

Table 2-4A lists the entities the City or Psomas staff coordinated with in the development of the City's 2025 UWMP. Information from IID's 2021 Water Conservation Plan, 2023 Equitable Distribution Plan, Draft 2026 Water Supply Assessment (WSA) Template document, IID 2020 Service Area Plan, and the "*Urban Water Management Plan Guidebook 2025*" prepared by DWR were utilized in preparing the City's 2025 UWMP. The City's water supply planning considers the programs of local and regional water agencies.

The 2025 UWMP is intended to serve as a general, flexible, and open-ended document that is updated every five years (or more often if necessary) to reflect changes in the City's water supply trends, and conservation and water use efficiency policies. The 2025 UWMP will be used by City staff to guide the water use and management efforts through the year 2030, when the 2025 UWMP will require an update.

Table 2-4 A: City of El Centro Coordination and Public Involvement

Table 2-4 A: City of El Centro Coordination and Public Involvement					
	Participated In Plan Preparation	Contacted for Assistance	Commented on Draft	Notified of Public Hearing	Attended Public Hearing
City Water Division	X	X	X	X	X
City Public Works Department	X	X	X	X	X
City Engineering Division	X	X	X	X	X
City Planning & Zoning Division	X	X	X	X	X
City Community Development Department	X	X	X	X	X
City Manager's Office	X	X	X	X	X
El Centro City Council				X	X
IID		X		X	
Imperial County				X	
Interested General Public				X	

3 SYSTEM DESCRIPTION

Water demands within the City's service area are dependent on many factors such as local climate conditions, population, demographics, land use, and economics. This chapter describes the City's service area and the characteristics which relate to water demand.

3.1 General Description

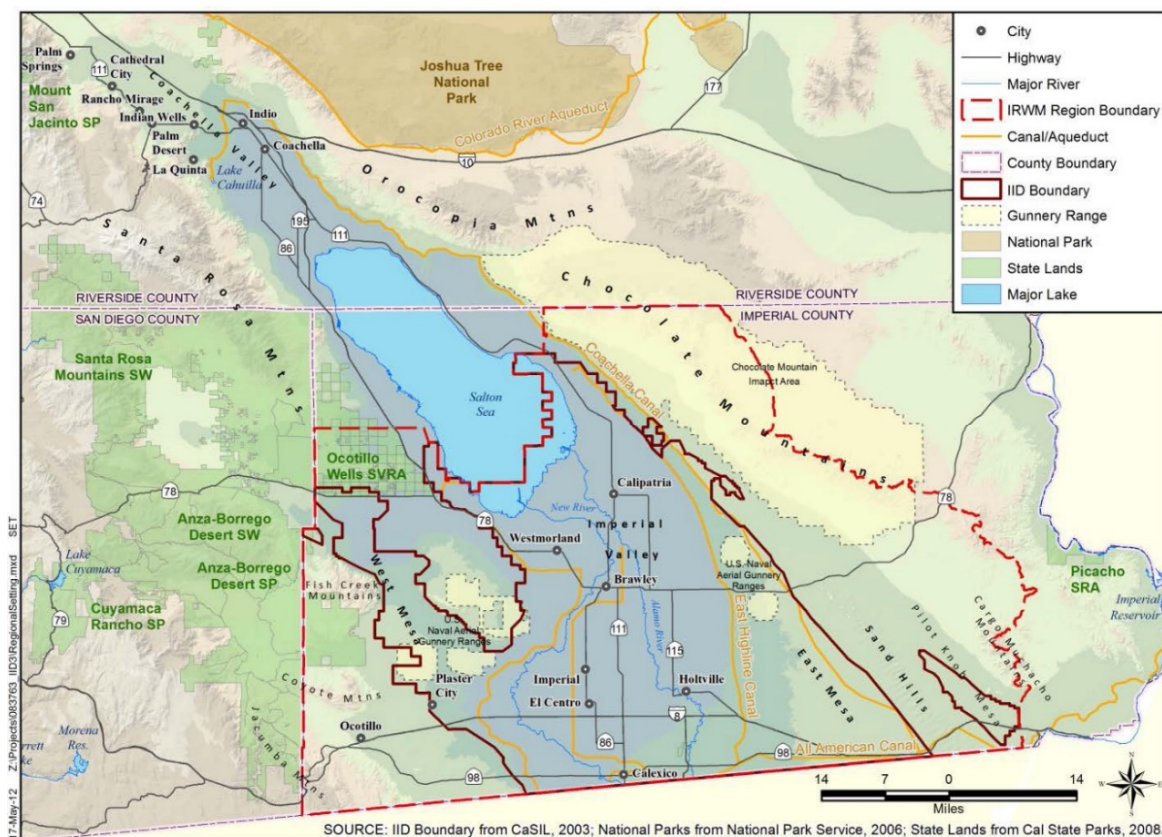
3.1.1 Regional Setting

The City of El Centro's regional setting is defined by the boundary set forth as the "Imperial Region". The Imperial Region is located in the southeast corner of Imperial County – bordered to the east by the crest of the Chocolate Mountains (which lie west of the Colorado River), to the west by San Diego County, to the north by the Coachella Valley IRWM boundary, the Salton Sea and Riverside County, and to the south by the U.S./Mexico international border. Figure 3-1 shows the location of the Imperial Region. The Imperial Region boundaries were selected for the following reasons:

- Imperial Water Forum members have experience working together to address complex issues, so they were well-equipped to develop an IRWMP.
- Primary conflicts within the region related to new water demands and future land use changes are intensified by issues surrounding the cap on Colorado River supplies, the approach to apportioning water supplies, and competing uses within the Imperial Valley.
- Urban and rural development of the Imperial Valley tie together IID, the County, and the region's Cities to better integrate land use and water supply plans and the planning process.
- The Imperial Region presents opportunities for recycled and reclaimed water use because of the geographic proximity of its users.
- The Imperial Region has opportunities to help the state meet its renewable energy goals by developing geothermal and solar generating facilities.

The area, having annual average rainfall of less than three inches a year, relies almost exclusively on imported Colorado River water. Groundwater development has occurred to a very limited degree in areas outside of the IID water service area. The Coachella Valley is to the north and the Mexicali Valley (Baja California, Mexico) to the south, while the Imperial Valley is central to the Imperial Region, all three of which lie within the Salton Sea watershed. The Region, which abuts the Coachella Valley IRWM and Anza Borrego IRWM regions and is nestled among surrounding mountain ranges, lies entirely within the state's Colorado River Hydrologic Region. The major population centers are located along California State Route (SR) 86 and SR 111 in the Imperial Valley.

Figure 3-1: Imperial IRWMP Regional Setting: Imperial Region



IID holds the water rights to and is responsible for delivering untreated Colorado River water to users in its service area. The County is responsible for land use planning in the unincorporated areas of Imperial County and for groundwater management. The IID and County boundaries are shown on Figure 3-1.

The area selected for the Imperial Region lies completely within DWR's Colorado River Hydrologic Region. It is also entirely within the State Water Resources Control Board Region 7, Colorado River Basin Region.

The Urban Area designation on the County's Land Use Plan includes areas surrounding seven incorporated cities: El Centro, Brawley, Calexico, Calipatria, Holtville, Imperial, and Westmorland. These Cities and the County have authority over land use, authority to adopt General Plans and zoning to guide land use, prepare Urban Water Management Plans to guide use of their available water supplies where required to do so, and to act as lead agency pursuant to the California Environmental Quality Act (CEQA).

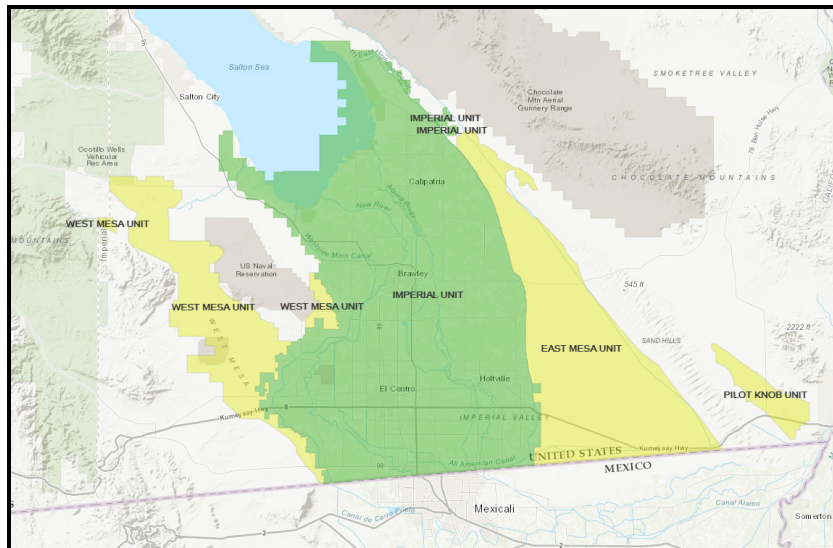
Imperial Region includes five unincorporated communities: Niland to the north; Heber, Seeley, and the El Centro Naval Air Facility in the center; and Ocotillo/Nomirage in the West Mesa area.

3.1.2 Colorado River Water Supply via Imperial Irrigation District

Colorado River water provided by the Imperial Irrigation District is the primary water supply for the Imperial Region. The IID service area, lying entirely within Imperial Valley, is divided into four units: Imperial, West Mesa, East Mesa, and Pilot Knob (refer to Figure 3-2), with a gross area of 1,061,637 acres. The City of El

Centro and the City's Sphere of Influence is located within the Imperial Unit of IID's service area. The Imperial Unit of IID, serves an area of 699,092 acres including the seven major urban areas and approximately, a quarter of Imperial County's unincorporated area.

Figure 3-2: Imperial Irrigation District Units



The East Mesa and West Mesa areas use groundwater that is outside of the IID water service area, but inside the Imperial Region.

Surface water imported from the Colorado River by IID is used to meet all current agricultural and non-agricultural water demands in the IID water service area. Non-agricultural includes municipal, commercial, and industrial including renewable energy; environmental; and recreational water users. IID is a wholesale water provider, which delivers untreated (raw) water to individual user accounts. The cities, including the City of El Centro, are retail water purveyors that treat and convey Colorado River water to retail water accounts.

All water supply for the City of El Centro comes from untreated Colorado River water imported and delivered by IID through a canal system. The raw water is then treated at the City's water treatment plant, stored, and then pumped into the City's water distribution system.

3.1.3 City of El Centro

The City of El Centro was incorporated on April 16, 1908 and is operated by a Council/Manager form of government. El Centro is a charter city and owns the local hospital El Centro Regional Medical Center. The members of the City Council are also the Successor Agency to the Redevelopment Agency and Successor Housing Agency governing board. The City Council is composed of five elected members who serve four year, staggered, terms. The City Council selects a Council member to serve as Mayor for a one-year term.

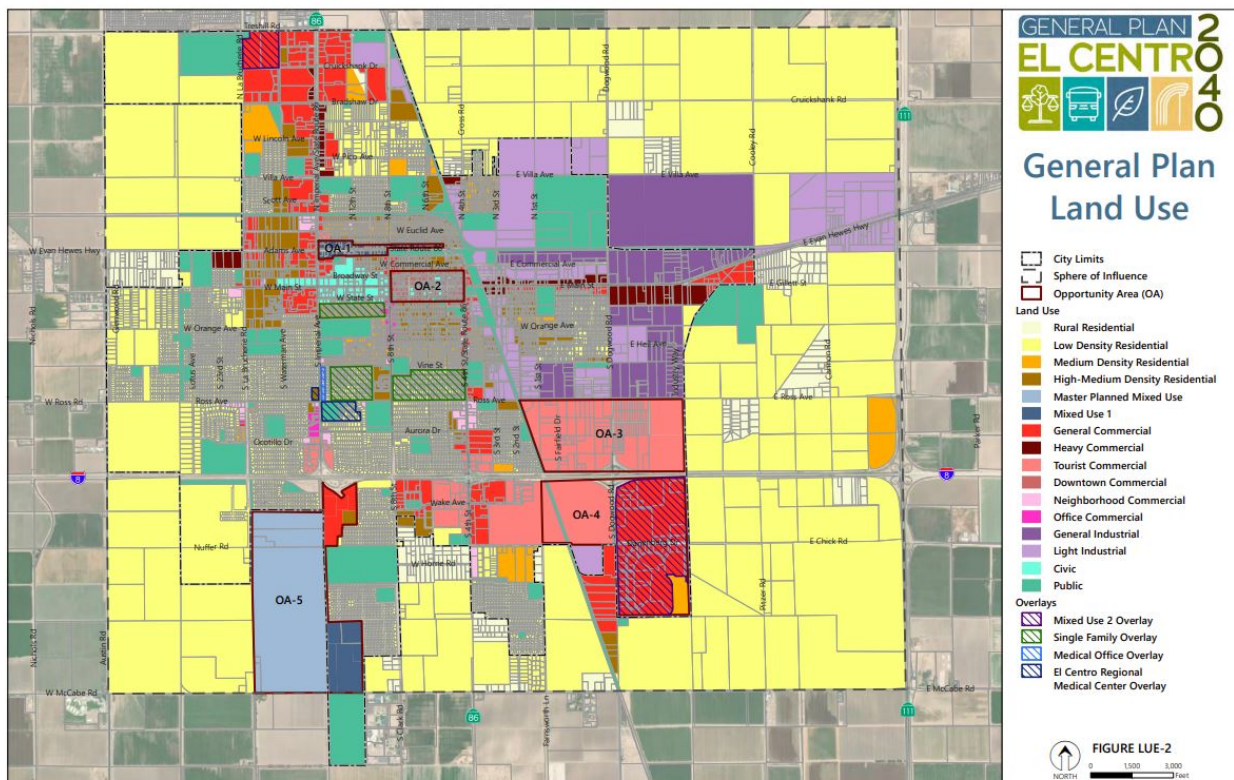
The City of El Centro is located in Imperial County, approximately 120 miles east of San Diego, at the intersection of Interstate 8 and Highway 86. The City encompasses an area of 11.019 square miles (7,052

acres). The Imperial County seat is located in the City of El Centro. The population inside the City boundaries was 46,029 on January 1, 2025 as reported by the California Department of Finance (DOF). The City is the largest city and principal trading center in the County.

The City has defined a Sphere of Influence (SOI) and has included this land in their land use planning (Planning Area) and in their Urban Development Program to facilitate residential, industrial, and business growth in those areas where public services are available. The SOI provides a variety of growth locations so an adequate supply of developable land will maintain reasonable housing costs and promote economic development.

The City's incorporated and SOI boundaries are shown on Figure 3-3³. In all, the City's SOI consists of approximately 16,000 acres of land bound on the north by the Central Drain/Treshill Road, the south by McCabe Road, the east by State Route 111, and the west by Austin Road. The City of Imperial is located directly north of the City's northern SOI boundary. The unincorporated township of Heber is located directly south of the City's southern SOI boundary.

Figure 3-3: City and Sphere of Influence Boundaries Map



³ Extracted from June 2021 El Centro General Plan Update 2040 [Land-Use-Element-PDF](#).

The City's SOI outside the existing boundaries of the City is currently in the jurisdiction of the County but is planned for possible incorporation into the City boundaries at some future time.

Much of the land surrounding the City is involved in agricultural uses, as farming has historically been a principal component of the region's economy. The current adopted General Plan (2004) as well as the March 2021 Draft Public Review General Plan does not contain an exclusive agricultural land use designation, but both documents allow agricultural uses within the Rural Residential designation. It is generally the City's policy to allow continuation of existing agricultural activity on land while planning for the development of this land for other uses.

3.1.3.1.1 City Water System Description

As previously noted, IID is the regional water supplier in the Imperial Valley, delivering wholesale, raw Colorado River water to all agricultural lands and urban water retailers within its water service area including the City of El Centro. The City receives all of its water supply from the Colorado River through IID's All-American Canal and Central Main Canal. The South Date Canal and the Dahlia Lateral Number 1 deliver the raw water to the City from the Central Main Canal at a combined supply capacity of 31.6 MGD. The IID's canal system is depicted in Figure 3-4.

Raw water imported from IID is stored in four open, concrete reservoirs, each rated at 12.5 MG for a total City raw water storage capacity of 50 MG. The raw water is treated to potable water standards at the City's water treatment plant. Water treatment includes clarification, filtration, and chlorination. Potable water is stored in three reservoirs at the treatment plant with a combined storage capacity of 10.0 MG, and in one 4.0 MG reservoir located approximately two miles northwest of the treatment plant (total potable water storage capacity of 14.0 MG). Potable water is pumped from the potable water reservoirs into the distribution system. The treatment Plant and storage facilities can be seen in Photo 3-1.

The topography of the City is essentially flat, with ground elevations within the City's Sphere of Influence ranging from 20 feet to 51 feet below mean sea level. Due to the minor variations in ground elevation throughout the SOI, the City's water distribution system consists of only one pressure zone. This zone is supplied by two booster pump stations, which are located at the water treatment plant (WTP) and the remote ground storage tank site (La Brucherie). The City's distribution system consists of approximately 148 miles of pipeline, which range from 3/4 inch to 30 inches in diameter.

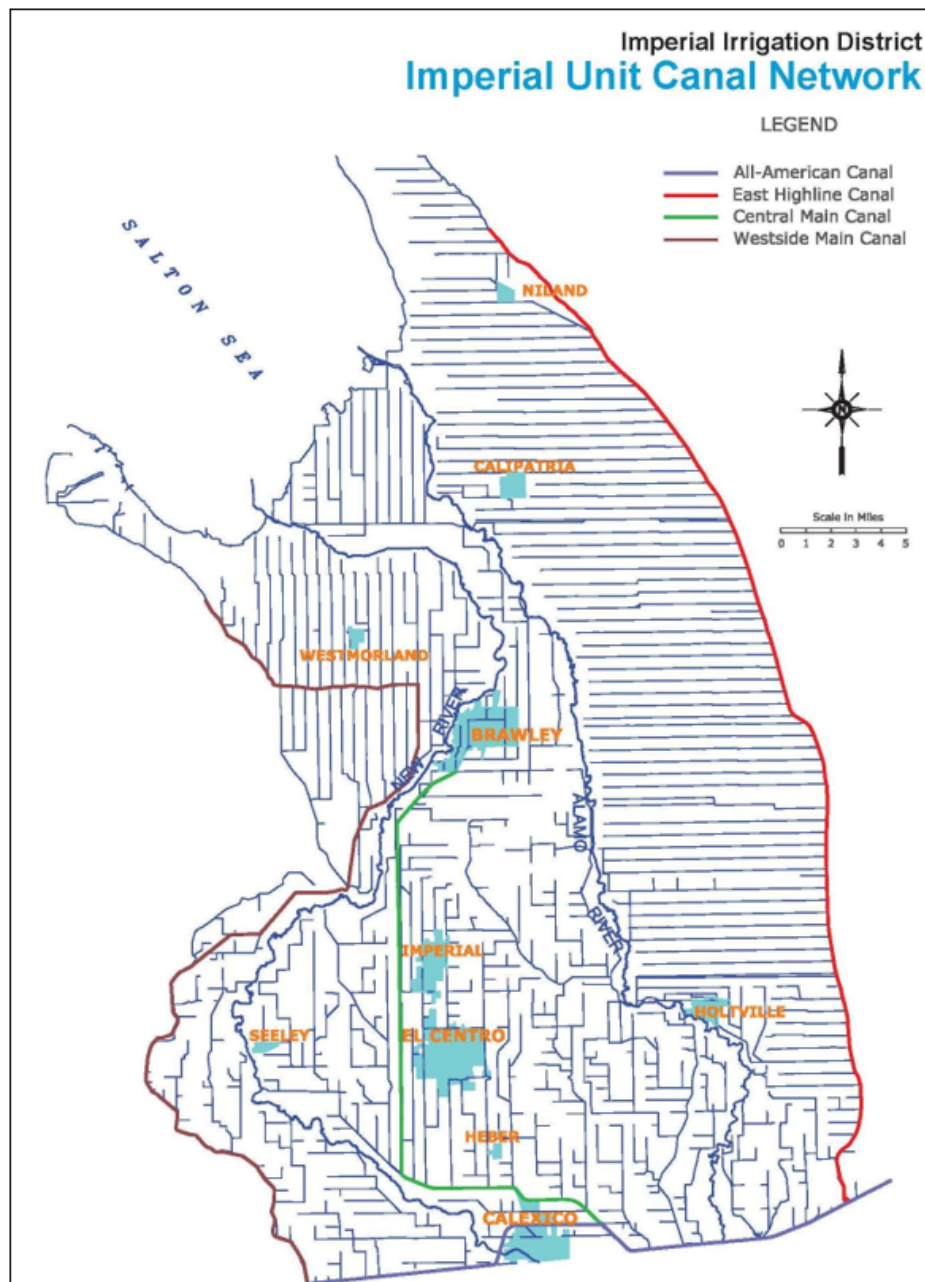
Figure 3-4: Imperial Irrigation District Main Canal and Lateral System Map

Photo 3-1: El Centro Water Treatment Plant



3.2 Service Area Boundaries

The boundaries of the City and the City's Sphere of Influence, along with existing and planned land use, within these boundaries are shown on Figure 3-3. The area within the City boundaries is currently estimated to be approximately 70 percent developed, and the total area within the SOI boundary is estimated to be approximately 20 percent developed. However, almost all the land developed outside the City boundaries and within the City's SOI boundaries is currently serviced by other water supplies, i.e., private wells. The City reports that of the 10,315 water service connections in the City's water service area in 2025, all were within the City boundaries, i.e., none were within the City's unincorporated Sphere of Influence areas. Hence, the City's water service area coincides exactly with the City's incorporated boundaries.

3.3 Service Area Climate

Located within the Imperial Valley, the City of El Centro is part of an arid desert area, characterized by hot, dry summers and mild winters. Summer temperatures typically exceed 100 degrees Fahrenheit (°F), and the winter low temperatures rarely drop below 32 °F.

The average monthly evapotranspiration, rainfall, and temperatures are listed in Table 3-1A. As shown, the average high and low temperatures for this area are 89.0 °F and 57.2 °F dating back to 1932, and the average rainfall is 2.71 inches. Most of the rainfall occurs from December through March. Periodic summer thunderstorms are common in the region. The Standard average evapotranspiration (ET_o) for this area is 73.43 inches dating back to 1989.

Table 3-1 A: Historical City Climate Characteristics

Table 3-1 A: Historical City Climate Characteristics				
Month	Standard Average ETo ⁴ (inches)	Average Rainfall ⁴ (inches)	Daily Max Temperature ⁵ (degrees F)	Daily Min Temperature ⁵ (degrees F)
January	2.60	0.32	70.1	40.5
February	3.41	0.27	74.1	44.0
March	5.79	0.30	79.9	48.6
April	7.62	0.04	86.8	54.0
May	9.08	0.05	94.8	60.7
June	9.43	0.01	103.5	68.0
July	9.16	0.04	108.1	76.3
August	8.54	0.18	106.9	76.8
September	7.05	0.24	102.6	70.3
October	5.25	0.91	92.0	59.2
November	3.20	0.14	79.1	47.6
December	2.30	0.21	70.4	40.8
Annual	73.43	2.71	89.0	57.2

Imperial Valley elevations range from a few feet above to 273 feet below mean sea level (MSL). The U.S./Mexico border, located at the southern end of Imperial Valley, has an elevation of four feet above MSL. The Salton Sea, located at the northern end of Imperial Valley, has a water level of 230 feet below MSL (the sea bottom is 273 feet below MSL). El Centro is the largest American city to lie entirely below sea level (39 feet below MSL on average).

The relatively flat topography (235 feet in 35 miles) of the Imperial Valley and surrounding areas, in conjunction with strong night and day temperature differentials, particularly in the summer months, produce moderate winds and deep thermal circulation systems. The thermal systems facilitate general dispersion of the air.

The local and regional climates are being impacted by climate change which, in turn, has an impact on water demands, supplies and supply reliability. Scientists and water purveyors are already observing the effects of climate change and the resulting risks related to water planning. A discussion of the effects of climate change on water demands, supplies, and reliability is presented in later sections of this UWMP.

⁴ Standard Average ETo from California Irrigation Management Information System (CIMIS) Meloland Station 87, the CIMIS station closest to the city of El Centro (approximately 7 miles east of El Centro; elevation -50 feet below MSL; Average for 12/12/1989 through 05/01/2026.

⁵ Data obtained from Western Regional Climate Center (WRCC), Desert Research Institute, Reno, Nevada (<http://www.wrcc.dri.edu/cgi-bin/cliMAIN.pl?ca2713>); WRCC program administered by the National Oceanic and Atmospheric Administration (NOAA); data extracted from monitoring Station 042713 at El Centro 2 SSW, CA for period 3/01/1932 through 05/30/2026.

3.4 Service Area Population and Demographics

3.4.1 Service Area Population

As previously noted, the City reports that all of its 10,315 water service connections in the El Centro's water service area in 2025 are located within the City's boundaries. That being the case, there is a 100 percent match between the City water service area and City jurisdictional boundaries.

Historical and current City population, as reported by the City Planning & Zoning Division and the California DOF, is shown in Table 3-1B. While the City's population grew by 42.9% between 1990 and 2015, growth between 2015 and 2025 slowed considerably, which was consistent with declining growth patterns in many other areas of California.

Table 3-1 B: Historical and Current Population

Table 3-1 B: Historical & Current Population ⁶						
	1990	2000	2010	2015	2020	2025
City of El Centro	31,384	37,835	42,598	44,847	45,657	46,029
% Increase since 1990	---	20.6%	35.7%	42.9%	45.4%	46.7%

Population projections provided to the City of El Centro by the Southern California Association of Government's (SCAG), suggest the City's urban area population will grow to 50,900 by 2050, which is an increase of 13.0% relative to 2025. The SCAG population projections for the City's urban area for the years 2030 through 2050, which are recognized and used by the City's Planning & Zoning Division, are shown in Table 3-1.

Table 3-1: Retail Population – Current and Projected

Table 3-1: Retail: Population - Current and Projected ⁷						
Population Served	2025	2030	2035	2040	2045	2050
	46,029	46,350	47,600	48,700	49,800	50,900
% Increase Since 2025	---	1%	3%	6%	8%	11%

⁶ Population data for the years 1990-2010 was extracted from the City of El Centro 2013-2021 Housing Element, September 2013 (http://www.cityofelcentro.org/userfiles/file/Planning/General%20Plan/General%20Plan%20Upload/El%20Centro%20GP_Housing.pdf); Population data for 2010-2020 was obtained from the California Department of Finance Website (<https://www.dof.ca.gov/Forecasting/Demographics/Estimates/e-4/2010-20/>).

⁷ 2025 Population estimate was obtained from DOF website (please refer to footnote in Table 3-1A for a link to the source). Population projections for 2030, 2035 and 2045 were based on SCAG SoCal Connect Regional Transportation Plan growth projections provided to the City of El Centro.

As previously noted, the area within the City boundaries is currently estimated to be approximately 70 percent developed, and the total area within the SOI boundary is estimated to be approximately 20 percent developed. However, almost all the developments outside the City boundaries and within the City's SOI boundaries are currently serviced by other water supplies, i.e., private wells, etc.

It is anticipated that by 2050, land inside the SOI will be developed and will receive water service from the City. To identify those areas that will require more extensive planning, ensuring the provision of adequate levels of public services and facilities including water system infrastructure, the City has divided the undeveloped portion of their Planning Area into three development tier areas as discussed in Section 3.4.2.

3.4.2 Other Demographic Factors

The U.S. Census Bureau estimated the median household income in California at \$99,122 in 2024. In comparison, median household income in Imperial County was \$57,681 with a per capita income of \$23,552 and the City of El Centro's median household income was \$53,082 with a per capita income of \$23,590. The U.S. Census Bureau also estimated that while 11.8 percent of Californians are below the poverty level, in El Centro 21.6 percent are below the poverty level compared to the 18.8 percent for the Imperial County (Census 2025). Imperial County as a whole, and the City of El Centro, are each designated as a disadvantaged community. Per the California Code of Regulations Section 596.1 (b)(2) "disadvantaged community" means a community with a median household income that is less than 80 percent of the statewide annual median household income.

3.4.3 Water-Use-Related Land Use Planning

As noted in Section 3.4.1, the City's population increased 46.7% between 1990 and 2025 and is projected to increase another 13% by 2050. While the growth rate has slowed over the past five years, even slower growth necessitates well-conceived land use planning by the City as a pre-condition to meet the City's future water needs.

Existing land use in the City is governed by the provisions of the City of El Centro Zoning Ordinance and is guided by the goals and policies presented in the current adopted General Plan (2004) as well as in the proposed General Plan, which is currently out for public review. By implementing the language of the General Plan Land Use Element, the City dictates what type of land uses are allowed throughout specific areas within its boundaries. The General Plan Land Use Element lists the following land use designations: Rural Residential, Low Density Residential, Medium Density Residential, High Medium Density Residential, Mixed Use (includes Master Planned and Mixed Use 1), Commercial (includes General, Heavy, Tourist, Downtown, Neighborhood and Office Commercial), Industrial (includes General and Light Industrial), Civic, and Public. Land use designations within the City and SOI boundaries are also shown on Figure 3-3.

To identify those areas that require more extensive planning, ensuring the provision of adequate levels of public services and facilities, the City has divided the undeveloped portion of the Planning Area into three development tier areas: Tier I, Tier II, and Tier III.

Designation of an area in one of the three tiers does not determine the sequence of development within the Planning Area, but rather, delineates those areas that, due to a lack of public facilities, may require more

⁸ <https://www.census.gov/quickfacts/fact/table/elcentrocitocalifornia,imperialcountycalifornia,CA,US/PST045219>.

detailed planning prior to development. For example, development in Development Tier II and III may require a greater cost for infrastructure improvements than would the same development if located within the Development Tier I area since Tier I has greater access to existing public services and facilities.

Tier II and III areas may also require that facilities be sized, at developer expense, to accommodate additional development within an entire Tier Subarea (described below), or such larger area as may be required by the City. Reimbursement agreements, improvement districts, and other public finance strategies may be used to cost-effectively provide needed public infrastructure, as deemed necessary by the City Council. The Urban Development Program tier geographical areas are shown in Figure LUE-11 of the June 2021 El Centro General Plan Update 2040 Land Use Element.

The following language describing the three development tiers has been extracted from the City's Land Use Element dated June 2021 (this language is similar, if not identical, to prior language included in the City's 2004 Adopted General Plan:

- Development Tier I – Current Urban Service Area: Development Tier I includes land within and adjacent to the present City limits. In most cases, new development within this area can be served by gravity sewer lines to existing trunk sewers. Generally, water lines and reservoirs are also adequate to serve new development; however, easements and financial contributions to improve the ultimate sewer and water systems may be required. Fire, police, schools, parks, library, medical, roads, and other City facilities and services also are in proximity to these areas, though service capacities are likely to be limited and improvements to existing facilities and/or new facilities may be needed to adequately accommodate new development. Subdivisions of land and commercial, industrial, and mixed-use development within Development Tier I generally would follow standard zoning, subdivision, and environmental review procedures and would not require a Community Facilities Study.
- Development Tier II – Planned Urban Service Area: Development Tier II includes land both within and adjacent to the City limits but differs from Development Tier I in that public infrastructure to serve new development is more limited. Essential required improvements may include sewer and water pump stations, water storage reservoirs, and sewer trunk lines for force mains. New schools, parks, roadway, pedestrian, and bicycle improvements, and fire stations also may be required to adequately serve development of Development Tier II areas. As with Development Tier I, additional service capacity for police, library, medical, and other services also may be needed to accommodate new development. Preparation of a Community Facilities Study is required for most development within Development Tier II areas, including residential subdivisions, multi-family projects, and commercial, industrial, or mixed-use development, unless otherwise exempted as described in the Community Facilities Study Requirements and Exemptions.
- Development Tier III – Future Urban Service Area: Development Tier III encompasses unincorporated lands that are not anticipated to be developed for at least 10 years. If development other than agricultural and related business or residential subdivisions of five or fewer parcels is proposed within currently unincorporated portions of Development Tier III areas, the developer or subdivider will be required to obtain concurrence of the City to allow the project, and the improvement of all public facilities will be required to be provided by the developer to City standards. Uses that do not require treated water from, or disposal of sewage to City systems, may be permitted. Subdivision of land and commercial, industrial, and mixed-use development within this area will require that a Community Facilities Study be prepared, unless otherwise exempted as described in the Community Facilities

Study Requirements and Exemptions. In addition, if a project is proposed within the Development Tier III area, a Development Tier Subarea shall be established by the City for which a Community Facilities Study will be required to be prepared, as described below.

- Development Tier Subarea: A Development Tier Subarea will be established for development projects proposed in the Development Tier III area to allow for the planning for water and sewer services through the preparation of a Community Facilities Study. This is not required for development in the Development Tiers I and II since the City's Water and Sewer Master Plans delineate water and sewer improvements needed to serve those areas.

The City prepared a Service Area Plan (SAP) dated February 2016 in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, which requires that a plan identifying the existing and projected demand for public facilities and services (including water system facilities and water service) be prepared by all incorporated cities and special districts within the State. The City subsequently updated their SAP in December 2024.

The 2000 legislation is implemented by Imperial County Local Agency Formation Commission (LAFCo), whose policy states that a city within the jurisdiction of Imperial County LAFCo must prepare an SAP before any formal annexation of land into the city's boundaries can take place. The City's SOI outside the existing boundaries of the City is currently in the jurisdiction of the County, but all land outside the City boundaries and inside the SOI boundaries is planned for future incorporation into the City boundaries.

The City has developed 11 General Plan land use designations and five sub-designations within the Planning Area and a corresponding indication of maximum density or intensity of development. The maximum allowable development on individual parcels is governed by these measures of density or intensity, which are intended as policy-level guidance for future development within the City. These and other General Plan land use policies are implemented through the City's Zoning Ordinance.

The Residential categories include four designations that allow for a range of housing types and densities, including Rural Residential, Low Density Residential, Medium Density Residential, and High-Medium Residential. These designations provide a range of densities to ensure compatibility with existing residential development, provide a range of housing types and prices, and allow for appropriate densities around areas that are not appropriate for higher population densities, such as the area around the wastewater treatment plant.

The non-residential land use categories include a variety of designations such as Commercial, Industrial, and Community Facilities more fully described as follows:

- General Commercial – The General Commercial designation in the currently adopted General Plan (2024) includes three subcategories: Neighborhood Commercial, Office Commercial, and Heavy Commercial, which are defined geographically on the Zoning Map.
- Downtown Commercial – The Downtown Commercial applied in the downtown area. This designation is included to ensure the land uses occurring in the downtown area are appropriate to support the continued commercial viability of the area.
- General Industrial – The General Industrial category in the currently adopted General Plan includes a single categories: General Industrial, which is geographically defined on the Zoning Map. The

General Industrial category is further broken down into two subcategories: Light Manufacturing and General Manufacturing. The City's Land Use Element dated June 2021 excluded the Planned Industrial category, while maintaining the General Industrial category (and Light Manufacturing and General Manufacturing subcategories).

- Community Facilities – The Community Facilities designations include Civic and Public, which allow for the provision of important public facilities.

For various reasons, many parcels in the community have not been developed to their maximum density or intensity. In the future, maximum development can be expected to occur only on a limited number of parcels. Therefore, the overall future development of the City is anticipated to occur at the average level of development intensity or density. This does not mean that developers can only develop at the average density and intensify, but the average development projection allows the City to plan for future public services to support anticipated future development.

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4 WATER USE CHARACTERIZATION

Southern California's urban water demand has been largely shaped by the efforts to comply with SBx7-7. This law requires all California retail urban water suppliers serving more than 3,000 acre-feet per year (AFY) or 3,000 service connections to achieve a 20 percent water demand reduction (from a historical baseline) by 2020 and continue to maintain this reduction indefinitely. The City has been actively engaged in efforts to reduce water use in its service area and has met the final 2020 water use target. Meeting this target is critical to ensure the City's eligibility to receive future state water grants and loans.

In April 2015 Governor Brown issued an Executive Order as a result of one of the most severe droughts in California's history, requiring a collective reduction in statewide urban water use of 25 percent by February 2016, with each agency in the state given a specific reduction target by DWR. In response to the Governor's mandate, the City updated the Water Use Efficiency Regulations, establishing provisions against water waste and implementing higher (more restrictive) stages of water conservation to achieve its demand reduction target of 20 percent. The City met the mandated water use reduction from June 2015 through the end of 2016 with an average of 20.2%. Since 2015, the City has kept a rolling average reduction of over 20% with much of the water savings attributed to a significant reduction in outdoor water use.

In March 2016, then-Governor Brown's Executive Order (EO) B-37-16 charged the SWRCB and the California Department of Water Resources (DWR) with developing new efficient water use targets, paving the way for AB 1668 and SB 606 in May 2018. AB 1668 and SB 606 regulations, also known as the "Making Conservation a California Way of Life" framework, became effective on January 1, 2025. It set standards for efficient indoor and outdoor residential water use, and efficient outdoor use for CII properties with dedicated irrigation meters (DIMs), incorporated a supplier's real water loss budget, and established performance measures for the CII indoor and mixed-use sectors. These components of AB 1668 and SB 606 are summated to develop an agency's Urban Water Use Objective (UWUO) at the service area level, or an overall target for efficient water use.

AB 1668 and SB 606 were enacted in 2018; the resulting UWUO regulations and performance measures were formally adopted in 2024, and made effective in 2025, with the intent to prepare the state for future long-term drought conditions.

Future conservation efforts are shaped by evolving state regulations and water use efficiency standards, including implementation of the California UWUO requirements. Meeting these requirements will present both challenges and opportunities, requiring expanded customer engagement, enhanced data tracking, and innovative conservation strategies to sustain long-term water reliability for the City and the State of California.

This section analyzes the City's current water demands by customer type, factors that influence those demands, and projections of future water demand for the next 25 years.

4.1 Recycled Versus Potable and Raw Water Demand

Surface water imported from the Colorado River by IID is the sole water supply for the City of El Centro. The raw water is treated to potable water standards at the City's water treatment plant before being distributed to the City's water service area. For the City of El Centro, there is no recycled water supply; no

indirect recycled water use; no water placed in long-term storage; no water delivered to another urban supplier; no water delivered for agricultural use; and no significant process water use.

4.2 Water Use by Sector

4.2.1 Water Use Sectors Listed in Water Code

An agency's water consumption can be projected by understanding the type of use and customer type creating the demand. Developing local water use profiles helps to identify quantity of water used, and by whom within the agency's service area. Knowledge of water use by customer type enables the City to develop more effective water conservation programs and to project the future benefit of those programs.

Historical water use by sector for the City is shown in Table 4-1A. Metered residential water use has accounted for approximately 70 percent of total metered water use. Total water use, including unaccounted-for water, decreased by 12 percent between 2010 and 2015 and then gradually increased by 12 percent between 2015 and 2025. Estimated water loss for 2025 shows a significant increase, however, the value is preliminary as the water loss audit for 2025 has not been completed. The unaudited value is based on 2025 water supply volumes and customer billing data. The water loss audit, once completed for 2025, will account for unbilled usage including water usage during operation and maintenance activities, changes in storage, and other factors. Water loss, or non-revenue water, is further defined in Section 4.2.2,

Table 4-1 A: Historical Water Use and Water Loss

Table 4-1 A: Historical Water Use and Water Loss				
	2010 Water Use/Supply	2015 Water Use/Supply	2020 Water Use/Supply	2025 Water Use/Supply
Single-Family Residential	4,399	3,870	4,039	3,464
Multi-Family Residential	822	848	1,048	1,021
Total Residential	5,221	4,719	5,087	4,485
Commercial	1,295	906	813	854
Institutional/Governmental	451	407	435	457
Industrial	5	1	0.6	1
Landscape	235	519	771	677
Fireline	0	0	0	7
Total Metered Use	7,207	6,552	7,107	6,481
Water Loss ⁹	839	565	473	1,489
Total Water Supply	8,046	7,117	7,580	7,970

⁹ Non-Revenue Water for 2025 was calculated as follows: (total water production at the City's Water Treatment Plant) – (water system sales through metered connections). Includes authorized but unbilled water use for fighting fires, flushing water mains, fire flow test, etc.

4.2.2 Non-Revenue Water

Non-revenue water is defined by the International Water Association (IWA) and American Water Works Association (AWWA) as the difference between distribution systems input volume (i.e., production at the City's Water Treatment Plant)) and billed authorized consumption. Non-revenue water consists of three components: unbilled authorized consumption (e.g., hydrant flushing and firefighting), real losses (e.g., leakage in mains and service lines), and apparent losses (unauthorized consumption and customer metering inaccuracies). An increase or decrease in treated water storage during the calendar year must also be accounted for when determining total non-revenue water volume. Refer to Section 4.3 for a detailed discussion of non-revenue water demands.

It should be noted, that while the City meters all water used in its public parks, it does not bill its Parks and Recreation Division for that water (a policy consistent with that of many other California municipalities). However, while no direct revenue is generated from park water usage, the metered water usage data is taken into account when setting overall water rates. Since park water usage typically represents 4-5% of the City's total water usage in most years, and since City residents and businesses benefit from recreational opportunities in those parks, it makes sense that those residents and businesses should be paying their fair share for park water. Thus, while no direct revenue is collected for park water usage, that water is considered "revenue" water in that the City's residential and CII users are in effect subsidizing the cost of that water through the overall water rate structure.

4.2.3 Past and Current Water Use

Historical water use for the past five years, i.e., since the previous UWMP, is shown in Table 4-1B. The values in Table 4-1B are taken from the City's Water Loss Audit reports for 2020 through 2024. The Water Loss Audit for 2025 has not been completed and values are based on total production into distribution and metered use. Total water use, including non-revenue water, has increased by 5% from 7,580 AF in 2020 to 7,970 AF in 2025.

Table 4-1 B: Historical Water Use

Table 4-1 B: Historical Water Use						
	2020	2021	2022	2023	2024	2025
Total Metered Use	7,107	6,951	7,065	6,755	6,702	6,481
Non-Revenue Water	473	1,317	1,378	908	1,341	1,489
Potable System Supply	7,580	8,268	8,443	7,663	8,044	7,970
Total Water Demand	7,580	8,268	8,443	7,663	8,044	7,970

4.2.4 Water Demand by Sector – 2025

All water system demands in the City are met by raw water surface water imported from the Colorado River and purchased from IID. This imported water is the sole water supply for the City of El Centro. The raw water is treated to potable water standards at the City's water treatment plant before being distributed to the City's water service area. There is no current and no projected recycled water supply and no indirect recycled water use projected for the City.

Submittal Table 4-1 contains a summary of the City's water demand in AF by use type for the calendar year 2025. Approximately 70% of the City's metered water use in 2025 (excluding non-revenue water) was residential use. Commercial/Institutional, industrial, and landscape irrigation account for the remaining 30% of water demands.

Table 4-1 Retail: Demands for Potable and Raw Water – Actual 2025

Table 4-1 Retail: Demands for Potable and Raw Water – Actual 2025 ¹⁰			
Use Type	2025 Actual		
	Additional Description (as needed)	Level of Treatment When Delivered	Volume
Single Family		Potable	3,464
Multi-Family		Potable	1,021
Commercial		Potable	854
Institutional/Governmental		Potable	457
Industrial		Potable	1
Landscape	Includes Parklands	Potable	677
Other Potable	Fireline	Potable	7
Distribution System Water Loss		Potable	1,489
TOTAL			7,970

4.3 Projected Water Use

Demand projections were based on existing use data as well as projected land use, population, economic growth, and future passive and active conservation measures (baseline conservation). Baseline conservation assumes the implementation of future passive measures affecting new developments, including compliance with the State Model Water Efficient Landscape Ordinance, plumbing code efficiencies for toilets, and expected plumbing code requirements for high-efficiency clothes washers.

4.3.1 Demand Projection Methodology

To increase the accuracy of future demand projections, a water demand base-year was chosen to be the 2025 water use by user class. Available SCAG demographic population projections were used to drive the forecast. The major focus was on single-family (SF) and multifamily (MF) residential demand as the primary water demand in the City, given that (1) residential demand comprises roughly two-thirds of total consumption in most years and (2) the remaining commercial/institutional/industrial (CII) and landscape irrigation demands have been relatively consistent over the years.

¹⁰ Demands are based on the City's billing records for the period from January 1, 2025 through December 31, 2025.

The base-year SF & MF residential demand and the associated indoor and outdoor per capita water usage demand factors for existing and new housing can therefore be calculated as follows:

- From Table 4-1, 4,485 AFY or 1,461 MGY. This demand was then divided by the total number of residential housing units (14,746¹¹) and by 365 days per year, resulting in a demand of 273 gallons per day (gpd) per housing unit.
- To conform with the water efficiency standard prior to 2025, the existing baseline indoor water use was estimated to be 55 gallons per capita per day (GPCD) applied to the estimated 3.5 people per unit¹² per residential housing unit (for both SF and MF housing).
- Assuming the breakdown between SF and MF is 77.2% and 22.8%, respectively
- SCAG projects an increase of 3,954 households in El Centro by 2050 (from 14,746 in 2025 to 18,700 in 2050).¹³ This is an increase of approximately 21% in total households over the next 25 years. These new housing units will all have to comply with new water efficiency standards as described below. Therefore, by 2050, 79% of all housing will be comprised of existing housing and 21% will be new housing.
- Assume the percentages of existing vs. new housing will gradually ramp up in a linear manner, from 100% existing housing and 0% new housing in 2025 to 79% existing (i.e., built prior to 2025) non-water efficient housing and 21% new water efficient housing by 2050. This linear increase equates to constructing approximately 791 new housing units every five years.
- Per 2021 SCAG demographic data, 98.8% of all housing in El Centro was constructed prior to 2010¹⁴ and therefore does not meet current water efficiency standards.
- For purposes of estimating future demand projections, it will be assumed that all current housing (i.e., 100%) does not meet current new housing water efficiency standards; however, all new housing built over the next 25 years will meet the new standards. Using the 791 new housing units per five-year cycle referenced above yields an existing vs. new housing split as shown in Table 4-2A.

¹¹ Per SCAG Final RHNA Methodology Data Appendix, adopted by the SCAG Regional Council on March 5, 2020 - <https://scag.ca.gov/sites/main/files/file-attachments/scag-final-rhna-data-appendix-030520.pdf?1602189406> (refer to third page of the 240 page file)

¹² Per SCAG Profile of the City of El Centro, May 2019 - https://scag.ca.gov/sites/main/files/file-attachments/elcentro_localprofile.pdf?1605653707 (refer to page 3).

¹³ Per SCAG 6th Cycle Regional Housing Needs Assessment (RHNA) adopted on March 4, 2021- <https://scag.ca.gov/rhna> (Refer to file labeled RHNA Final Allocation Calculator).

¹⁴ Per SCAG's April 2021 Pre-Certified Local Housing Data Report for the City of El Centro - <https://scag.ca.gov/sites/default/files/old/file-attachments/el-centro-he-0421.pdf?1620798251>.

Table 4-2 A: Projected Existing vs. New Housing Split in El Centro (2025 – 2050)

Table 4-1 D: Projected Existing vs. New Housing Split in El Centro (2025 – 2050)					
Year	Existing Housing Units in 2025	New Housing Units Added Since 2025	Total Housing Units	Existing Housing % of Total Housing	New Housing % of Total Housing
2025	14,746	0	14,746	100%	0%
2030	14,746	791	15,537	94.9%	5.1%
2035	14,746	1,582	16,328	90.3%	9.7%
2040	14,746	2,372	17,119	86.1%	13.9%
2045	14,746	3,164	17,910	82.3%	17.7%
2050	14,746	3,955	18,700	78.9%	21.1%

- As noted above, the 2025 baseline demand for the combined SF and MF housing units is 4,485 AF (or 1,461 MG). Given that the population in 2025 was 46,029, the average residential per capita usage for 2025 was therefore $(1,461 \text{ MG}) / (46,029) / 365 \text{ days/year} = 87.0 \text{ GPCD}$.
- To comply with current water efficiency standards, a further reduction in the indoor water usage demand for existing housing from 55 GPCD to 52.5 GPCD, will be assumed for the five years after 2030, with a further reduction to 50 GPCD for indoor water usage all years after 2035. These assumptions yield the following total per capita usage factors:
 - For 2030, 87.0 GPCD;
 - For 2035, 84.5 GPCD $(87.0 - 2.5)$; and
 - For 2040-2050, 82.0 GPCD $(87.0 - 5.0)$.
- For all new housing units, a 50 GPCD indoor water usage demand factor will be assumed for all years going forward.
- The total outdoor usage demand for existing housing can be calculated by subtracting the indoor demand from the overall demand. That yields an outdoor demand of 32.0 GPCD $(87.0 - 55)$. It is assumed this demand will remain constant through 2050.
- For all new housing, the indoor demand factor will be set at 50 GPCD, while the outdoor demand factor will reflect a 25% reduction from that of existing housing, thus conforming with water efficiency standards for new housing. This results in a total demand factor for new housing of 75.4 GPCD $(50 + [0.75] \times [33.9])$. This factor will be applied to all new housing constructed through 2050.

In summary:

- Total Existing Housing Residential Per Capita Usage through 2030 (from above) = 87.0 GPCD.
- Total Existing Housing Residential Per Capita Usage from 2030 to 2035 = 84.5 GPCD.

- Total Existing Housing Residential Per Capita Usage after 2035 = 82.0 GPCD
- Total New Housing Residential Per Capita Use for 2030-2050 = 75.4 GPCD.

The City's CII and landscape irrigation demands reflected in Table 4-2 assumed a 2025 base year and then increased them annually by the SCAG projected population increases between 2025 and 2050. Total and individual demands are as follows (the percentage breakdown between Commercial and Institutional/Governmental was assumed to be the same in 2019 (when no breakdown was available) as it was in 2018):

- Total CII + Landscape Demand = 854 AF + 457 AF + 1 AF + 677 AF = 1,989 AF
- Total Commercial Base Year Demand = 854 AF
- Total Institutional/Governmental Base Year Demand = 457 AF
- Total Industrial Base Year Demand = 1 AF
- Total Landscape Irrigation Base Year Demand = 677 AF

Projected distribution system losses were set equal to the average losses over the past five years (2020-2024) of 13.4% as shown in Table 4-4A.

4.3.2 25-Year Projections

A key component of the 2025 UWMP is to provide insight into the City's future water demand outlook. The City's current potable demand (Table 4-1) is met entirely through raw water imported from IID. Water use was projected in five-year increments through 2050 for a 25-year planning horizon and is shown in Table 4-2. The projection was extended past the required 20-year horizon to bridge the gap in data between UWMP cycles. Submittal Table 4-2 is a projection of the City's potable and raw water demand in AF for the next 25 years.

Table 4-2 Retail: Demands for Potable and Raw Water – Projected (AFY)

Table 4-2 Retail: Use for Potable and Non-Potable Water - Projected ¹⁵						
Use Type	Additional Description	Projected Water Use				
		2030	2035	2040	2045	2050
Single Family		3,480	3,536	3,592	3,744	3,896
Multi-Family		1,026	1,042	1,059	1,104	1,148
Commercial		860	883	904	924	944
Institutional/Government		460	473	484	494	507
Industrial		1	1	1	1	1
Landscape		682	700	716	732	749
Fireline		0	0	0	0	0
Distribution Losses		1,007	1,027	1,045	1,083	1,121
Total		7,516	7,662	7,801	8,082	8,366

Distribution losses are assumed to equal the average water loss over the past 5 years (2020 through 2024) of 13.4% based on Water Loss Audits. The demand data presented in this section accounts for passive and active savings in the future. Passive and active savings are anticipated to continue for the next 25 years and will result in continued water saving and reduced consumption levels. Confirmation that future water savings and demands for lower income households are included in demand projections is provided in Submittal Table 4-3.

Table 4-3: Inclusion in Water Use Projections

Table 4-5 Retail Only: Inclusion in Water Use Projections	
Are Future Water Savings Included in Projections?	Yes
Section or page number where citations of the codes, ordinances, etc., utilized in demand projections are found.	Section 4.3 and Chapter 9
Are Lower Income Residential Demands Included in Projections?	Yes

4.4 Preceding Five-Year Water Loss Audit Reporting

Water loss audits have been conducted annually since 2015 using AWWA methodology. These audits are intended to allow the City to better understand the relation between water loss and revenue losses. The methodology used in these audits was developed by the IWA Water Loss Task Force for universal

¹⁵ Demand projections are based on the population increases referenced in Table 3-1B, with applied residential conservation as described in Section 4.3.1 (Demand Projection Methodology).

application to any water distribution system. The AWWA audit methodology meets the requirements of SB 1420 signed into law in September 2014. Understanding and controlling water loss from a distribution system is an effective way for the City to achieve regulatory standards and manage their existing resources.

The volume of water loss over the past five years (2020-2024), as quantified in Table 4-5A, averaged 13.4 percent as a percent of total supply. As shown in Table 4-5A, water losses have increased since 2020. The City is actively administering programs to reduce water loss including replacing old water meters with an AMR/AMI (Automatic Meter Reading/Advanced Metering Infrastructure) system, routine system maintenance, and pipeline replacement projects. The City of El Centro 2026 Water Master Plan Update identified 5.5 miles in pipeline replacement due to condition and capacity deficiencies.

Table 4-5A: Inclusion in Water Use Projections

Table 4-4A: Water Loss Audit Reporting Data			
Reporting Period	Water Supplied	Volume of Water Loss	% Water Loss
2020	7,580	473	6.20%
2021	8,268	1,316	16.00%
2022	8,441	1,379	16.30%
2023	7,665	907	11.80%
2024	8,044	1,340	16.70%
AVERAGE 2020-2024	8,000	1,083	13.40%

Submittal Table 4-5 confirms that the City has submitted the required Water Loss Audit Reports to DWR and provides a link to the WUEdata portal where the City reports can be found. The water loss quantification worksheet is based on the water system balance methodology developed by AWWA and approved by DWR through a public process. The individual water loss audit reports for each of these five years are included in Appendix F.

Table 4-5: Last Five Years of Water Loss (Non-Revenue Water) Reporting

Table 4-5: Water Loss Audit Reporting		
Public Water System ID #	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
CA1310004	2020	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes
NOTES: Water Loss Audit Reports may be found on the WUEdata Portal at the following link: https://wuedata.water.ca.gov/awwa_plans		

Signed in 2018 and adopted in 2024, the "Making Conservation a California Way of Life" legislation (SB 606 and Assembly Bill 1668) establishes a new framework for long-term improvements in urban water use efficiency and drought planning as California adapts to climate change impacts. Under the regulation, suppliers must annually calculate Urban Water Use Objectives based on standards applied at the service area scale, including the Water Loss Performance Standard developed by the State Water Resources Control Board to minimize water waste through system leaks. The Water Loss Performance Standard requires that suppliers must meet the real water loss standard and apparent water loss standard by 2028.

Submittal Table 4-6 presents the City's progress towards compliance with the 2028 Water Loss Standard, as of the time of writing this UWMP. The most recent American Water Works Association (AWWA) Water Loss Audit for CY 2024 was utilized for the calculations presented. As discussed above, the City is actively administering programs to reduce water loss. Additionally, the City is in the process of requesting an update to the Water Loss Standard calculated by the State Water Board to appropriately reflect the age of the City's distribution system.

Table 4-6: Progress Towards 2028 Water Loss Standard

Progress Towards 2028 Water Loss Standard.			
Real Water Loss			
State Water Board Standard	Most Recent AWWA Water Loss Audit		Real Water Loss Per Connection per Day
2028 Real Water Loss Standard per Connection per day	Number of Connections	Volume of Total Real Loss (AF)	
14.9	10,056	1,101	97.7
Apparent Water Loss			
State Water Board Standard	Most Recent AWWA Water Loss Audit		Apparent Water Loss Per Connection per Day
2028 Apparent Water Loss Standard per Connection per Day	Number of Connections	Volume of Total Apparent Loss (AF)	
9.1	10,056	239	21.2
NOTES: Uses the Water Board's calculated water loss standards updated 1/30/26 and AWWA Water Loss Audit for CY 2024. Connection count differs from what is reported in Table 2-1 for CY 2025.			

4.5 Water Use for Lower Income Households

The UWMP Act requires retail water suppliers to include water use projections for single-family and multi-family residential housing for lower income and affordable households. Identifying these needs will assist the City in complying with the requirement under Government Code Section 65589.7 granting priority for

providing water service to lower income households. SCAG has defined lower income households as earning below 80 percent of the median household income (MHI) for the County. MHI is also sometimes referred to as HAMFI (Housing Urban Development Area Median Family Income) or simply as AMI (Area Median Income). These terms were originally developed by the US Department of Housing and Urban Development.

For planning and funding purposes, the State Department of Housing and Community Development (HCD) categorizes households into the following five income groups based on the County Area Median Income (AMI):

- Extremely Low Income – up to 30 percent of AMI
- Very Low Income – 31 to 50 percent of AMI
- Low Income – 51 to 80 percent of AMI
- Moderate Income – 81 to 120 percent of AMI
- Above Moderate Income – Greater than 120 percent of AMI

Combined, extremely low, very low, and low income households are often referred to as lower income households.

State Housing Element law requires that a local jurisdiction accommodate a share of the region's projected housing needs for the planning period. This share, called the Regional Housing Needs Allocation (RHNA), is important because State law mandates that a jurisdiction provide sufficient land to accommodate a variety of housing opportunities for all economic segments of the community. Compliance with this requirement is measured by the jurisdiction's ability in providing adequate land with adequate density and appropriate development standards to accommodate the RHNA. As the regional planning agency, SCAG is responsible for allocating the RHNA to individual jurisdictions within the region.

The Regional Housing Needs Assessment (RHNA) assists jurisdictions in updating their General Plan Housing Elements. The RHNA identifies housing needs and assesses households by income level using several major data sources including 2010 Census, 2013-2017 American Community Survey, California Department of Finance (DOF), California Employment Development Department (EDD), existing and General Plan Land Use Element, and SCAG growth forecasts. The sixth cycle of the RHNA covers the planning period of October 2021 to October 2029. SCAG approved and adopted the 6th Cycle Final RHNA Plan on March 4, 2021. The California Department of Housing and Community Development concluded the housing elements and data submitted by jurisdictions in the SCAG region met statutory requirements for the assessment of current housing needs and approved the plan on March 22, 2021.

Table 4-6A presents the household distribution within the City of El Centro based on AMI. The data indicates 50.5% of the City's housing falls within the three lower income categories.

Table 4-6A: Household Distribution Based on Area Median Income (AMI)

Table 4-6 A: Household Distribution Based on Area Median Income (AMI)			
Income Categories	SCAG 2020 Data ¹⁶	SCAG 2021 Adopted RHNA Data ¹⁷	Revised Figures with RHNA
Extremely Low Income (< 30% of AMI)	2,180	1,001	3,054
Very Low Income (< 50% of AMI)	2,053		
Low Income (50%-80% of AMI)	1,970	490	2,460
Moderate Income (80% - 120% of AMI)	1,014	462	1,476
Above Moderate Income (> 120% of AMI)	5,065	1,489	6,554
Total Households	12,282	3,442	13,544

SCAG assigned 3,442 housing units in the City of El Centro as part of its final 6th Cycle RHNA allocation for the 2021-2029 planning period.¹⁸ Of these designated units, 1,491 or 43.3% were Low Income units.

Table 4-6B provides the projected water needs for lower income single family and multifamily residential units. The projected water demands shown here represent 50.5 percent of the total projected water demand for the single-family and multifamily categories provided in Table 4-2. For example, the total lower income single-family residential demand is projected to be 1,757 AFY in 2030 and 1,967 AFY in 2050.

Table 4-6B: Projected Water Demands for Lower Income Households (AF)

Table 4-6 B: Projected Water Demands for Lower Income Households (AF)					
Water Use Sector	Fiscal Year Ending				
	2030	2035	2040	2045	2050
Total Residential Demand	4,506	4,578	4,651	4,848	5,044
SFR Demand-Lower Income Households	1,757	1,786	1,814	1,891	1,967
MFR Demand-Lower Income Households	518	526	535	558	580
Total Lower Income Household Demand	2,276	2,312	2,349	2,448	2,547

¹⁶ Per SCAG's August 2020 Pre-Certified Local Housing Data Report for the City of El Centro – <https://scag.ca.gov/sites/default/files/old/file-attachments/el-centro-he-0421.pdf?1620798251>

¹⁸ Per SCAG's 6th Cycle RHNA adopted on March 4, 2021 and approved by CA DCH on March 22, 2021 – <https://scag.ca.gov/sites/main/files/file-attachments/6th-cycle-rhna-final-allocation-plan.pdf?1616462966>

4.6 Climate Change Considerations

Changing climate patterns are expected to shift precipitation patterns and affect water supply. Unpredictable weather patterns will make water supply planning more challenging. The areas of concern for California include a reduction in Sierra Nevada Mountain snowpack, increased intensity and frequency of extreme weather events, and rising sea levels causing increased risk of Delta levee failure, seawater intrusion of coastal groundwater basins, and potential cutbacks on the SWP and Central Valley Project (CVP). The major impact in California is that without additional surface storage, the earlier and heavier runoff (rather than snowpack retaining water in storage in the mountains), will result in more water being lost to the ocean. A heavy emphasis on storage is needed in the State of California.

Given the City of El Centro imports 100% of its water supply from IID and the Colorado River, the future impacts of climate change on the Colorado River Basin are of more concern to the City than the SWP or the CVP water supply infrastructure. Colorado River Basin supplies have been inconsistent since about the year 2000 with the U.S. Bureau of Reclamation estimating the 25-year period from 2000 to 2025 was the driest period in more than 100 years of record keeping. Climate models are predicting a continuation of this pattern whereby hotter and drier weather conditions will result in continuing lower runoff. The current operational guidelines that govern operations on the Colorado River expire in 2026 and negotiations to replace them remain ongoing. California will likely be required to reduce its supplies from the Colorado River, on average, under the new guidelines.

Climate change impacts have been analyzed by IID to understand the regional impacts within the service area and forecast the impacts climate change may have on the state's and IID's water resources. A study completed for IID found that by 2050 some likely climate changes for the Imperial Regional Water Management Plan (IRWMP) region include milder winters, warmer maximum temperatures for spring and fall, and hotter summers. As water resources are also affected by water demands, these forecasts of warmer climates point to the likely increase in demand.

However, as the Imperial Valley's climate changes, so do the measures and preparations by IID. IID has continually and proactively tracked water usage and continues to implement their Water Conservation Plans. Furthermore, IID's distribution system includes seven regulating and four interceptor reservoirs with a total water storage capacity of 4,372 acre-feet. These reservoirs allow increased delivery flexibility and provide conservation opportunities within the IID water service area. By implementing extraordinary conservation projects, developing innovative efficiency measures and utilizing progressive management tools, IID is working to ensure both the long-term viability of agriculture and the continued protection of water resources within its water service area. IID's Colorado River water entitlement is significant, and as the agency in charge of these water rights IID continues to responsibly manage its Colorado River water supply and related resources.

Due to IID's historic water rights, reductions in Colorado River water supply would be absorbed by junior water rights holders prior to affecting IID's supply and the Imperial Region. Consequently, climate change poses a limited direct threat to the volume or timing of IID and Imperial Region water supply from the Colorado River. Since supply has been determined to not be an issue for the City due to its reliance on IID, focuses within the UWMP are shifted to climate change's impact on user consumption. Water demand may increase in times of drought due to increased irrigation, and general and prolonged heat waves will also increase water usage in heat-related cooling activities like irrigation, pool use, and general consumption.

However, during these times, conservation measures are typically put in place decreasing use and generally establishing a return to normalcy of what water consumption would be.

5 CONSERVATION TARGET COMPLIANCE

The Water Conservation Act of 2009, also known as Senate Bill (SB)x7-7, signed into law on February 3, 2010, mandated a 20 percent reduction in urban per-capita water use across California by 2020. To achieve this goal, the Act required each retail water supplier to establish an urban water-use target, contributing to the State's collective efforts. The Legislature stated that the combined reductions from all retail suppliers would fulfill the statewide legislative mandate.

The goal of this chapter is for the City to report on its progress toward meeting its urban water-use targets in their Urban Water Management Plan (UWMP), pursuant to Water Code Section 10608.40. The City is required to comply with SB X7-7 individually or as a region in collaboration with other retail water suppliers. The City is not part of a regional alliance and is required to comply with SB X7-7 individually or demonstrate they have a plan or have secured funding to comply, in order to be eligible for water related state grants and loans.

5.1 Reporting Requirements

The City's established urban water-use target reported in the 2020 UWMP is equal to 198.2 GPCD. The 2020 UWMP demonstrated compliance with the final 2020 water use target. The City met the state's 20 percent by 2020 mandate by coordinating conservation efforts and by funding and implementing water use efficiency programs. The City is required to report its results in the UWMP. The City has complied with the SB X7-7 2020 Target as shown in Submittal Table 5.1. A discussion of programs implemented to support the achievement of the City's per capita water reduction goals is covered in Chapter 9, Demand Management Measures, of this UWMP.

Table 5-1: SBx7-7 Target Progress

SBx7-7 2020 Target Progress				
Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target?	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?
No	Individual Target	198.2	148	Yes
NOTES: 2020 Target and Actual 2020 GPCD from 2020 UWMP, SB X7-7 Compliance Form.				

5.2 Regional Alliance

A retail supplier may choose to meet the SBx7-7 targets on its own, i.e., individually, or as part of a regional alliance formed with other retail suppliers. The City of El Centro is not participating in a regional alliance and is reporting compliance individually.

6 WATER SUPPLY CHARACTERIZATION

Surface water imported from the Colorado River by IID is the primary water supply for the Imperial Region and the sole water supply for the City of El Centro. Colorado River water is used to meet all current agricultural and non-agricultural water demands in the IID water service area.

Rainfall is less than three inches per year and does not contribute to IID water delivery, although at times it does increase or reduce agricultural water demand. Groundwater in the Imperial Valley is of poor quality and is generally unsuitable for domestic or irrigation purposes, though some is pumped for industrial (geothermal) use.

6.1 Purchased Imported Water

All water supply for the City of El Centro is imported Colorado River water purchased from IID. Approximately 97 percent of IID imported Colorado River water is used for agriculture in the Imperial Valley.¹⁹ However, non-agricultural water use is projected to increase as municipal water demand continues to rise due to population growth; as industrial (renewable energy) water demand increases due to increased geothermal energy production; and as feedlot, dairy, fishery, environmental and recreation uses all continue to increase.

6.1.1 Colorado River Rights

IID's rights to appropriate Colorado River water are long-standing and the District holds legal title to all of its water and water rights in trust for landowners within the District.²⁰ Beginning in 1885, a number of individuals, as well as the California Development Company, made a series of appropriations of Colorado River water under California law for use in the Imperial Valley. Pursuant to then-existing California laws, these appropriations were initiated by the posting of public notices for approximately 7 million acre-feet per year (MAFY) at the point of diversion and recording such notices in the office of the county recorder.

The individual appropriations were subsequently assigned to the California Development Company, whose entire assets, including its water rights, were later bought by the Southern Pacific Company. On June 22, 1916, the Southern Pacific Company conveyed all its water rights to IID.

IID's predecessor water right holder made reasonable progress in putting its pre-1914 appropriative water rights to beneficial use. By 1929, the beneficial use was 424,145 acres out of the Imperial Valley's approximately one million irrigable acres.

Colorado River water rights are governed by numerous compacts, state and federal laws, court decisions and decrees, contracts, and regulatory guidelines collectively known as the "Law of the River." Together, these documents allocate the water, regulate land use, and manage the Colorado River water supply among the seven basin states and Mexico. The following legal and regulatory documents are among those that have significant bearing on IID.

¹⁹ Source: <https://www.iid.com/water#:~:text=Of%20the%20water%20IID%20transports,top%2010%20agricultural%20regions%20nationwide>

²⁰ CWC §20529 and §22437; *Bryant v. Yellen*, 447 U.S. 352, 371 (1980), fn.23 - <https://www.loc.gov/item/usrep447352/>

6.1.1.1 Colorado River Compact (1921)

With the authorization of their legislatures and at the urging of the federal government, representatives from the seven Colorado River basin states began negotiations regarding the distribution of water from the Colorado River in 1921. In November 1922, an interstate agreement, the Colorado River Compact, was signed by the representatives giving each basin perpetual rights to annual apportionments of 7.5 MAFY of Colorado River water. Arizona signed the Compact in 1922 but did not ratify it until 1944. Even after they ratified the Compact, they pursued litigation against the State of California, which eventually resulted in the United States Supreme Court granting Arizona 46% of the water in the Colorado River Basin (see *Arizona v. California* US Supreme Court Decision (1964, 1979) in Section 6.1.1.4.)

The seven basin states (Wyoming, Colorado, Utah, Nevada, New Mexico, Arizona, California and Mexico) as well as the geographic location of the Upper and Lower Colorado River Basins are depicted in Figure 6-1.²¹

6.1.1.2 Boulder Canyon Project Act (1928)

California was apportioned 4.4 MAFY out of the lower basin allocation of 7.5 MAFY, plus 50 percent of any available surplus water as a result of the Boulder Canyon Project Act, which Congress authorized in 1928, the California Limitation Act, and the Secretary's contracts with the California water users.

The Secretary entered into contracts with California right holders to further apportion California's share of Colorado River water and entered into a permanent service water delivery contract with IID on December 1, 1932. The District undertook to pay the cost of the works (Imperial Dam and the All-American Canal) and to include within itself certain public lands of the United States and other specific lands. The United States undertook to deliver to the Imperial Dam the water that would be carried by the new canal to the various lands to be served by it. IID's contract with the Secretary incorporated the provisions of the Seven-Party Agreement. IID's contract has no termination date. It is a contract for permanent water service.

6.1.1.3 California Seven-Party Agreement (1931)

On November 5, 1930, the Secretary of the Interior requested the California Division of Water Resources to recommend a proper method of apportioning the water that California was entitled to receive under the 1922 Colorado River Compact and the Boulder Canyon Project Act. Thereafter, a number of users and prospective users of Colorado River water entered into the Seven-Party Agreement on August 18, 1931. As a result of the Seven-Party Agreement, IID agreed to limit its California pre-1914 appropriative water rights in quantity and priority to the apportionments and priorities contained in the Seven-Party Agreement. The California Seven-Party Agreement (condensed and summarized in Table 6-0A) states:

"The Division of Water Resources to, in all respects, recognize said apportionments and priorities in all matters relating to State authority and to recommend the [apportionment and priority provisions] to the Secretary of the Interior of the United States for insertion in any and all contracts for water made by him (sic) pursuant to the terms of the Boulder Canyon Project Act."

²¹ Source: <https://www.usbr.gov/lc/region/programs/crbstudy/finalreport/index.html>

Figure 6-1: Colorado River Basin States



Table 6-0 A: Seven-Party Agreement for Apportionments and Priorities

Table 6-0 A: Seven-Party Agreement for Apportionments and Priorities ²²			
Priority Order	Description	Annual Apportionment (Acre-feet)	Annual Present Perfected Rights (PPRs) (Acre-feet)
1	Palo Verde Irrigation District – for use exclusively on a gross area of 104,500 acres of land within and adjoining the district	3,850,000	219,790 (or consumptive use for 33,604 acres)
2	Yuma Project (Reservation District) – for use on California Division, not exceeding 25,000 acres of land		38,270 (or consumptive use for 6,294 acres)
3a	Imperial Irrigation District - for use on lands served by All-American Canal in Imperial and Coachella Valleys		2,600,000 (or consumptive use for 424,145 acres) - (IID only)
3b	Palo Verde Irrigation District – for use exclusively on an additional 16,000 acres of mesa lands		
4	Metropolitan Water District and/or City of Los Angeles and/or others – for use by themselves and/or others on Southern California coastal plain	550,000	
	Subtotal	4,400,000	
5a	Metropolitan Water District and/or City of Los Angeles and/or others on coastal plain	550,000	
5b	City and County of San Diego	112,000	
6a	Imperial Irrigation District - lands served by the All-American Canal (AAC) in Imperial and Coachella Valleys	300,000	
6b	Palo Verde Irrigation District – for exclusive use on 16,000 acres of mesa lands		
	Total	5,362,000	
7	California Agricultural Use - Colorado River Basin lands in California	All remaining available water	

6.1.2 IID State Applications and Permits

Following execution of the Seven-Party Agreement, IID filed eight applications with the California Division of Water Rights between 1933 and 1936 to appropriate water pursuant to the California Water Commission Act. These applications each reserved the pre-1914 appropriative rights. However, the applications also incorporated the terms of the Seven-Party Agreement (Table 6-0A), including the priority and apportionment parameters into IID's California appropriative applications. Permits were granted on the applications in 1950.

6.1.3 Subordination by Coachella Valley Water District

Coachella Valley Water District (CVWD) was formed in 1918 to protect and conserve local water sources. At the time IID entered into its contract with the Secretary of the Interior, it was anticipated the lands to be served with Colorado River water in the Coachella Valley to the north would also become a part of IID. However, Coachella farmers eventually decided they preferred to have their own delivery contract with the

²² Source: <https://www.iid.com/home/showpublisheddocument?id=16799> (refer to page 45)

Secretary, and an action was brought by the CVWD to protest IID's court validation of the 1932 IID water service and repayment contract with the Secretary of the Interior.

In 1934, IID and CVWD executed a compromise agreement that paved the way for CVWD to have its own contract with the Secretary, and which provided that CVWD would subordinate its Colorado River entitlement, in perpetuity, to IID's entitlement. That is, within the third, sixth, and seventh priority order (Table 6-0 A), as set forth in the Seven-Party Agreement and California water delivery contracts, IID water use takes precedence over CVWD use. As a practical matter, under Priority 3, CVWD receives what is left of 3.85 MAFY after Palo Verde Irrigation District, Yuma Project, and IID uses are deducted.

In summary, when California is limited to 4.4 MAFY of Colorado River water, IID has senior water rights established under state law in the amount of 3.85 MAFY minus the amounts used by Priorities 1 and 2.

6.2 IID Present Perfected Rights, and Arizona v. California US Supreme Court Decision (1964, 1979)

The term "present perfected rights" first appeared in the Colorado River Compact executed on November 24, 1922. The Compact provided that present perfected rights to the beneficial use of waters of the Colorado River system are unimpaired by this Compact. The Boulder Canyon Project Act, Section 6, effective on June 25, 1929, recognized and protected these rights by providing, "the dam and reservoir ... shall be used; second, for irrigation and domestic uses and satisfaction of present perfected rights in pursuance of Article VIII of said Colorado River Compact ..." Pursuant to the terms of the Boulder Canyon Project Act, California's 4.4 MAFY of mainstream water was to be used to satisfy "any rights which existed on December 21, 1928." Such rights included present perfected rights within IID's pre-1914 state-law appropriative rights.

The 1964 Supreme Court decision settled a 25-year disagreement between Arizona and California that stemmed from Arizona's desire to build the Central Arizona Project to enable use of its full apportionment. California's argument was that as Arizona used water from the Gila River, which is a Colorado River tributary, it was using a portion of its annual Colorado River apportionment. An additional argument from California was that it had developed a historical use of some of Arizona's apportionment, which, under the doctrine of prior appropriation, precluded Arizona from developing the project. California's arguments were rejected by the U.S. Supreme Court. Under direction of the Supreme Court, the Secretary was restricted from delivering water outside of the framework of apportionments defined by law. Preparation of annual reports documenting consumptive use of water in the three lower basin states was also mandated by the Supreme Court.

Although the United States Supreme Court in Arizona v. California defined "perfected right" and "present perfected rights" in its 1964 Decree, IID's present perfected rights were not quantified until the Supreme Court issued a Supplemental Decree in 1979. That Supplemental Decree defined IID's present perfected rights as a right to Colorado River water: "In annual quantities not to exceed (i) 2,600,000 acre-feet of diversions from the mainstream or (ii) the consumptive use required for irrigation of 424,145 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with a priority date of 1901."

IID's present perfected rights are very important because Article II(B)(3) of the Supreme Court Decree provides that in any year in which there is less than 7.5 MAF of mainstream water available for release for consumptive use in Arizona, California, and Nevada, the Secretary of the Interior shall first provide for the

satisfaction of present perfected rights in the order of their priority dates without regard to state lines before imposing shortage cutbacks on other junior water right holders.

6.2.1 Colorado River Basin Project Act (1968)

In 1968, Congress authorized various water development projects in both the upper and lower basins, including the Central Arizona Project (CAP). Under the Colorado River Basin Act of 1968, priority was given to California's apportionment over the CAP water supply in times of shortage. Also, under the act, the Secretary was directed to prepare long-range criteria for the Colorado River reservoir system in consultation with the Colorado River Basin states.

6.2.2 Quantification Settlement Agreement & Related Agreements (2003)

With completion of a large portion of the Central Arizona Project (CAP) infrastructure in 1994, creation of the Arizona Water Banking Authority in 1996, and the growth of Las Vegas in the 1990s, California encountered increasing pressure to live within its Priority 1-4 rights of 4.4 MAFY under the Law of the River. After years of negotiating among Colorado River Compact States and affected California water delivery agencies, the Quantification Settlement Agreement (QSA) and Related Agreements and associated documents (QSA/Transfer Agreements) were signed by the Secretary of Interior, IID, CVWD, Metropolitan Water District of Southern California (MWDSC, MWD or Metropolitan), the San Diego County Water Authority (SDCWA), and other affected parties on October 10, 2003.

The Quantification Settlement Agreement and Related Agreements (QSA/Transfer Agreements) are a set of interrelated contracts that resolve certain disputes among the United States, the State of California, IID, MWD, CVWD and SDCWA, for a period of 35 to 75 years, regarding the reasonable and beneficial use of Colorado River water; the ability to conserve, transfer and acquire conserved Colorado River water; the quantification and priority of Priorities 3(a) and 6(a)²³ within California for use of Colorado River water; and the obligation to implement and fund environmental impact mitigation.

Conserved water transfer agreements between IID and SDCWA, IID and CVWD, and IID and MWD are all part of the QSA/Transfer Agreements. For IID, these contracts identify conserved water volumes and establish transfer schedules along with price and payment terms. As specified in the agreements, IID will transfer nearly 415,000 AF annually over a 35-year period (or longer), as follows:

- to MWD 110,000 AF [modified to 105,000 AF in 2007],
- to SDCWA 200,000 AF,
- to CVWD and MWD combined 103,000 AF, and
- to certain San Luis Rey Indian Tribes 11,500 AFY of water.

All of the conserved water will ultimately come from IID system and on-farm efficiency conservation improvements. In the interim, IID has implemented a Fallowing Program to generate water associated with

²³ Priorities 1, 2, 3(b), 6(b), and 7 of current Section 5 Contracts for the delivery of Colorado River water in the State of California and Indian and miscellaneous Present Perfected Rights within the State of California and other existing surplus water contracts are not affected by the QSA Agreement.

Salton Sea mitigation related to the impacts of the IID/SDCWA water transfer, as required by the State Water Resources Control Board, which ran from 2003 through 2017. In return for its QSA/Transfer Agreements programs and deliveries, IID receives payments totaling billions of dollars to fund needed efficiency conservation measures and to pay growers for conserved on-farm water, so IID can transfer nearly 14.5 MAF of water without impacting local productivity. In addition, IID will transfer to SDCWA 67,700 AFY annually of water conserved from the lining of the AAC in exchange for payment of lining project costs and a grant to IID of certain rights to use the conserved water. In addition to the 105,000 acre-feet of water currently being conserved under the 1988 IID/MWD Conservation Program, these more recent agreements define an additional 303,000 AFY to be conserved by IID from on-farm and distribution system conservation projects for transfer to SDCWA, CVWD, and MWD.

6.2.2.1 Colorado River Water Delivery Agreement (CRWDA)²⁴

As part of the 2003 QSA/Transfer Agreements among California and federal agencies, the CRWDA was entered into by the Secretary of the Interior, IID, CVWD, MWD and SDCWA. The CRWDA involves the federal government because of the change in place of Colorado River water from the All-American Canal to the Colorado River Aqueduct.

The CRWDA lays out how the California 4.4 Plan will be met by quantifying for a specific term of years deliveries of certain Colorado River entitlements within shared priorities, so that transfers may occur. In particular, for the term of the CRWDA, quantification of Priority 3(a) is effected through caps on consumptive use measured at Imperial Dam for IID (3.1 MAFY) and CVWD (330 KAFY). Quantification of Priority 6(a) is effected through quantifying consumptive use amounts to be made available in order of priority to MWD (38 KAFY), IID (63 KAFY), and CVWD (119 KAFY) with the provision that any additional water available to Priority 6(a) be delivered under IID and CVWD existing water delivery contracts with the Secretary. The CRWDA also provides a source of water to effect a San Luis Rey (SLR) Indian Water rights settlement. The CRWDA provides that the underlying water delivery contract with the Secretary remain in full force and effect. (Colorado River Documents 2008, pages 6-12 and 6-13).

Under the terms of the CRWDA, the Secretary of the Interior shall deliver IID's Priority 3(a) consumptive use entitlement pursuant to Exhibit A (Table 6-0B); and an annual water consumptive use limit is imposed on IID, pursuant to Exhibit B (Table 6-0C). Additionally, the CRWDA satisfies the 2001 Interim Surplus Guidelines requirement that a quantification settlement agreement be adopted as a prerequisite to an interim surplus determination by the Secretary.

²⁴ Source: 2003 CRWDA: Federal QSA. <http://www.usbr.gov/lc/region/g4000/crwda/crwda.pdf>

**Table 6-0 B: Delivery of Priority 3(a) Consumptive Use Entitlement to IID
(CRWDA Exhibit A)**

Table 6-0 B: Delivery of Priority 3(a) Consumptive Use Entitlement to IID (CRWDA Exhibit A)		
Delivered to (Entity)	At (Point of Diversion)	Amount Not-to-Exceed (AFY)
CVWD	Imperial Dam	103,000
MWD ^{25, 26}	Lake Havasu	110,000 ³¹
SDCWA ²⁷	Lake Havasu	56,200
SDCWA ²⁸	Lake Havasu	200,000
SLR ²⁹	See SLR note	See SLR note
Misc. & Indian PPRs ³⁰	Current points of delivery	11,500
For benefit of MWD/SDCWA ³¹	Lake Havasu	145,000
IID	Imperial Dam	Remainder
IID's Priority 3(a) Total		3,100,000

6.2.2.2 Inadvertent Overrun Payback Policy (IOPP)

The CRWDA Inadvertent Overrun Payback Policy (IOPP), adopted by the Secretary contemporaneously with the execution of the CRWDA, provides additional flexibility to Colorado River management and applies to entitlement holders in the Lower Division States.³² The IOPP defines inadvertent overruns as “Colorado River water diverted, pumped, or received by an entitlement holder of the Lower Division States that is in excess of the water users’ entitlement for the year.” An entitlement holder is allowed a maximum overrun of 10 percent of its Colorado River water entitlement.

In the event of an overrun, the IOPP provides a mechanism to payback the overrun. When the Secretary has declared a normal year for Colorado River diversions, a contractor has from one to three years to pay back its obligation, with a minimum annual payback equal to 20 percent of the entitlement holder’s maximum allowable cumulative overrun account or 33.3 percent of the total account balance, whichever is greater. However, when Lake Mead is below an elevation of 1125 feet on January 1, the terms of the IOPP require that the payment of the inadvertent overrun obligation be made in the calendar year after the overrun is imported in the USBR Lower Colorado Region Colorado River Accounting and Water Use Report [for] Arizona, California, and Nevada (Decree Accounting Report).³³

²⁵ Agreement for Implementation of a Water Conservation Program and Use of Conserved Water dated Dec 22, 1988; Approval Agreement, dated Dec 19, 1989. Of amount identified: up to 90 KAFY to MWD and 20 KAFY to CVWD

²⁶ By IID/MWD agreement, the 1988 IID/MWD transfer was fixed at 105 KAFY, beginning with calendar year 2007.

²⁷ Water conserved from construction of a new lined canal parallel to the AAC from Pilot Knob to Drop 3.

²⁸ Agreement for Transfer of Conserved Water, dated Apr 29, 1998, as amended. As set forth in Exhibit B (Table 5-4), delivery amounts shall be 205 KAF in calendar year 2021 and 202.5 KAF in calendar year 2022.

²⁹ Water conserved from AAC lining and made available for benefit of SLR Parties under applicable provisions of PL 100-675, as amended. Quantity may vary, not to exceed 16 KAFY, as may point of diversion, subject to terms of Allocation Agreement.

³⁰ Water to be delivered to misc. and Indian PPRs identified in the Decree in AZ v. CA, as supplemented. Delivery of water will be to current points of delivery unless modified in accordance with applicable law.

³¹ As provided in CRWDA subsection 4(g).

³² Source: USBR. 2003 *Colorado River Water Delivery Agreement ROD*. Section IX. Implementing the Decision A. Inadvertent Overrun and Payback Policy. Pages 16-19 of 34. http://www.usbr.gov/lc/region/g4000/crwda/crwda_rod.pdf. 7 Feb 2013.

³³ Source: 2003 ROD CRWDA IOPP: http://www.usbr.gov/lc/region/g4000/crwda/crwda_rod.pdf

Table 6-0 C: IID Net Consumptive Use Schedule 2003-2077 (KAF, CRWDA Ex. B)

Table 6-0 C: IID Net Consumptive Use Schedule 2003-2077 (KAF, CRWDA Exhibit B) ³⁴										
IID Quantification and Transfers, Volumes in KAF at Imperial Dam ³⁵										
Col 1	2	3	4	5	6	7	8	9	10	11
Year	IID Priority 3(a)									
	IID Quantified Amount	IID Reductions								IID Net Available for Consumptive Use (Col 2 - 10)
		1988 MWD Transfer ³⁶	SDCWA Transfer	AAC Lining	Salton Sea Mitigation SDCWA Transfer ³⁷	Intra-Priority 3 CVWD Transfer	MWD Transfer w\ Salton Sea Restoration ³⁸	Misc. PPRs	IID Total Reduction (Σ Cols 3-9) ³⁹	
2003	3,100	105.1	10.0	0.0	0.0	0.0	0.0	11.5	126.6	2,978.2
2004	3,100	101.9	20.0	0.0	15.0	0.0	0.0	11.5	148.4	2,743.9
2005	3,100	101.9	30.0	0.0	15.0	0.0	0.0	11.5	158.4	2,756.8
2006	3,100	101.2	40.0	0.0	20.0	0.0	0.0	11.5	172.7	2,909.7
2007	3,100	105.0	50.0	0.0	25.0	0.0	0.0	11.5	191.5	2,872.7
2008	3,100	105.0	50.0	8.9	26.0	4.0	0.0	11.5	205.4	2,825.1
2009	3,100	105.0	60.0	65.5	30.1	8.0	0.0	11.5	280.1	2,566.7
2010	3,100	105.0	70.0	67.7	33.8	12.0	0.0	11.5	294.8	2,540.5
2011	3,100	103.9	63.3	67.7	0.0	16.0	0.0	11.5	262.4	2,915.8
2012	3,100	104.1	106.7	67.7	15.2	21.0	0.0	11.5	326.2	2,903.2
2013	3,100	105.0	100.0	67.7	71.4	26.0	0.0	11.5	381.6	2,554.9
2014	3,100	104.1	100.0	67.7	89.2	31.0	0.0	11.5	403.5	2,533.4
2015	3,100	107.8	100.0	67.7	153.3	36.0	0.0	11.5	476.3	2,480.9
2016	3,100	105.0	100.0	67.7	130.8	41.0	0.0	11.5	456.0	2,504.3
2017	3,100	105.0	100.0	67.7	105.3	45.0	0.0	9.9	434.5	2,548.2
2018	3,100	105.0	130	67.7	0.1	63	0.0	11.5	377.3	2,722.8
2019 ⁴⁰	3,100	105.0	160	67.7	46.55	68	0.0	11.5	458.8	2,687.8
2020	3,100	105.0	193	67.7	0.0	73	0.0	11.5	450.2	2,649.8
2021	3,100	105.0	205	67.7	0.0	78	0.0	11.5	467.2	2,632.8
2022	3,100	105.0	203	67.7	0.0	83	0.0	11.5	470.2	2,629.8
2023	3,100	105.0	200	67.7	0.0	88	0.0	11.5	472.2	2,627.8
2024	3,100	105.0	200	67.7	0.0	93	0.0	11.5	477.2	2,622.8
2025	3,100	105.0	200	67.7	0.0	98	0.0	11.5	482.2	2,617.8
2026	3,100	105.0	200	67.7	0.0	103	0.0	11.5	487.2	2,612.8
2027	3,100	105.0	200	67.7	0.0	103	0.0	11.5	487.2	2,612.8
2028	3,100	105.0	200	67.7	0.0	103	0.0	11.5	487.2	2,612.8
'29-37	3,100	105.0	200	67.7	0.0	103	0.0	11.5	487.2	2,612.8
'38-47 ⁴¹	3,100	105.0	200	67.7	0.0	103	0.0	11.5	487.2	2,612.8
'48-77 ⁴²	3,100	105.0	200	67.7	0.0	50 ⁴³	0.0	11.5	434.2	2,665.8

³⁴ Source: [CRWDA: Federal QSA](#) Exhibit B, p 13; updated values from [2019 QSA Implementation Report](#)

³⁵ 2003 through 2020 volumes are adjusted for actual USBR Decree Accounting values; IID Total Reduction and Net Available for Consumptive Use may not equal Col 2 minus Col 10, if IID conservation/use was not included in Exhibit B

³⁶ 2014 Letter of Agreement provides that, effective January 2016 total amount of conserved water available is 105 KAFY

³⁷ Salton Sea Mitigation volumes may vary based on conservation volumes and method of conservation.

³⁸ This transfer is not likely given lack of progress on Salton Sea restoration as of 2018; shared entries represent volumes that may vary.

³⁹ Reductions include conservation for 1988 IID/MWD Transfer, IID/SDCWA Transfer, AAC Lining; SDCWA Transfer Mitigation, MWD Transfer w/Salton Sea Restoration (if any), and Misc. PPRs. Amounts are independent of increases and reductions as allowed by IOPP.

⁴⁰ In order, to resolve the outstanding 2010 Salton Sea mitigation water pre-delivery issue, IID left 46,546 AF of extraordinary conservation in Lake Mead. See IID's December 19, 2019 water order and Reclamation's March 10, 2020 approval letter.

⁴¹ Assumes SDCWA does not elect termination in year 35.

⁴² Assumes SDCWA and IID mutually consent to renewal term of 30 years.

⁴³ Modified from 100 KAFY shown in CRWDA Exhibit B; starting in 2018 MWD will provide CVWD 50 KAFY of the 100 KAFY.

6.2.2.3 Impacts on Water Supply

The annual water consumptive use limit imposed by CRWDA Exhibit B (Table 6-0C) creates complicated accounting for both IID and USBR and is still evolving. The record included herein represents IID efforts to consolidate USBR and IID numbers. As IID works with USBR to develop consolidated accounting formats, the presentation of these values is likely to be refined and updated. The 3.1 MAFY cap and the water efficiency conservation and transfer programs present unique challenges as data prior to 2003 cannot always be compared or averaged with QSA/Transfer Agreements data absent additional data rectification or benchmarking.

As a result of the QSA/Transfer Agreements, IID will be able to more efficiently deliver Colorado River water to the Imperial Valley. Imperial Valley agricultural water users will also be able to use their irrigation water more efficiently, thus, preserving Imperial Valley agricultural output while reducing their use of Colorado River water. The voluntary on-farm efficiency conservation program will financially compensate participants for the water they conserve. USBR will not challenge reasonable and beneficial use under the 43 C.F.R. Part 417 as long as IID participates in the QSA/Transfer Agreements; thus, the Imperial Valley will be able to rely on the senior rights to a large volume of Colorado River water that IID possesses.

In short, the QSA/Transfer Agreements ensure that IID will receive Colorado River water as scheduled in CRWDA Exhibit B (Table 6-0C) and provide the means to allow IID and the customers it serves to elevate their Colorado River water use to efficient 21st Century standards and ensure the continued availability of this precious supply, while meeting delivery obligations as shown in Table 6-0D.

The impact of the QSA/Transfer Agreements on the Region's water supply is a limitation of the amount of Colorado River water available for delivery by IID to its customers. IID has agreed to 45 years of large-scale water conservation and transfer, increasing from 120,000 AFY in 2003, to 408,000 AFY in year 24 (2026). From 2026 through 2047, the IID reduction is stabilized at 408,000 AFY. The conserved amounts are to be delivered to urban areas in California's Colorado River and Southern Coast Hydrologic Regions. As shown in Table 5-5, the conserved water will be delivered (volumes at Imperial Dam), as follows:

- 105,000 AFY to MWD, can be reduced by up to 3.5 KAFY subject to tailwater return systems performance and potable projects potentially funded by MWD
- 200,000 AFY to SDCWA
- 103,000 AFY to CVWD
- 11,500 AFY of Miscellaneous PPRs

These transfers are to be achieved within the 3.1 MAFY cap of Colorado River water and without reducing agricultural productivity; thus, increasing productive water use. Under the QSA/Transfer Agreements, IID delivered mitigation water to Salton Sea in calendar years 2003-2017. Mitigation is being implemented to address impacts throughout the region with particular focus on the Salton Sea.

Table 6-0D presents the amounts to be delivered and the recipients of the conserved water. Table 6-0E shows the conservation practice that is planned to be employed during the period of transition from fallowing to full conservation efficiency (2003 through 2017). The purpose of the fallowing is to provide mitigation water to the Salton Sea. From 2018 on, all of the transferred water can be from efficiency conservation, should IID and the customers it serves decide to follow that course.

**Table 6-0 D: IID Conserved and Mitigation Water Delivery Schedule 2003-2077
(KAF, CRWDA Exhibit B)**

Table 6-0 D: IID Conserved and Mitigation Water Delivery Schedule 2003-2077 (KAF, CRWDA Exhibit B)							
QSA Year	Calendar Year	Delivery to:					Total Delivery
		MWD	SDCWA	Salton Sea Mitigation (SDCWA)	CVWD ⁴⁴	MWD	
1	2003	110	10	5	0	0	120
2	2004	110	20	10	0	0	130
3	2005	110	30	15	0	0	140
4	2006	110	40	20	0	0	150
5	2007	105	50	25	0	0	155
6	2008	105	50	25	4	0	159
7	2009	105	60	30	8	0	173
8	2010	105	70	35	12	0	187
9	2011	105	80	40	16	0	201
10	2012	105	90	45	21	0	216
11	2013	105	100	70	26	0	231
12	2014	105	100	90	31	0	236
13	2015	105	100	110	36	0	241
14	2016	105	100	130	41	0	246
15	2017	105	100	150	45	0	250
16	2018	105	130	0.1	63	0	298
17	2019	105	160	46.55	68	0	333
18	2020	105	192.5		73	2.5	373
19	2021	105	205		78	5.0	393
20	2022	105	202.5		83	2.5	393
21	2023	105	200		88	0	393
22	2024	105	200		93	0	398
23	2025	105	200		98	0	403
24	2026	105	200		103	0	408
25	2027	105	200		103	0	408
26	2028	105	200		103	0	408
27-45	2029-2047 ⁴⁵	105	200		103	0	408
46-75	2048-2077 ⁴⁶	105	200		50	0	355

⁴⁴ Or MWD if CVWD declines to acquire

⁴⁵ Assumes SDCWA does not elect termination in year 35 when its wheeling agreement with MWD ends

⁴⁶ Assumes SDCWA and IID mutually consent to renewal term of 30 years - <http://www.usbr.gov/lc/region/g4000/QSA/crwda.pdf>

Table 6-0 E: Compromise IID QSA Delivery Schedule, 2003-2017 (KAF)

Table 6-0 E: Compromise IID QSA Delivery Schedule, 2003-2017 (KAF) ⁴⁷							
	Delivery for Transfer			Conservation Practice			
1	2	3	4	5	6	7	8
Year	to SDCWA	to CVWD	Total Transfer (Col 2+3) or (Col 5+6)	Efficiency for Delivery	Fallowing for Delivery	Fallowing for Mitigation	Total Fallowing (Col 6+7)
2003	10	0	10	0	10	5	15
2004	20	0	20	0	20	10	30
2005	30	0	30	0	30	15	45
2006	40	0	40	0	40	20	60
2007	50	0	50	0	50	25	75
2008	50	4	54	4	50	25	75
2009	60	8	68	8	60	30	90
2010	70	12	82	12	70	35	105
2011	80	16	96	16	80	40	120
2012	90	21	111	21	90	45	135
2013	100	26	126	46	80	70	150
2014	100	31	131	71	60	90	150
2015	100	36	136	96	40	110	150
2016	100	41	141	121	20	130	150
2017	100	45	145	145	0	150	150
Total	1,000	240	1,240	540	700	800	1,500

6.2.3 Other Colorado River Operating Policies and Agreements

A number of other federal operating policies could affect IID diversions, deliveries, and operations, and influence the reliability of the Imperial Valley's Colorado River supply under different hydrologic conditions as described in the following sections.

6.2.3.1 Criteria for Coordinated Long-Range Operation of Colorado River Reservoirs

These Operating Criteria⁴⁸ control operation of the Colorado River reservoirs in compliance with requirements set forth in the Colorado River Compact of 1922, the United States-Mexico Water Treaty of 1944, the Colorado River Storage Project Act of 1956, the Boulder Canyon Projects Act (Lake Mead) and the Colorado River Basin Project Act (Upper Basin Reservoirs) of 1968, and other applicable federal laws.⁴⁹ Under these Operating Criteria, the Secretary of the Interior makes annual determinations published in the USBR Annual Operating Plan for Colorado River Reservoirs (discussed below) regarding the release of Colorado River water for deliveries to the Lower Basin States. A requirement to equalize active storage between Lake Powell and Lake Mead when there is sufficient storage in the Upper Basin is included in these operating criteria.

⁴⁷ Source: <https://www.iid.com/home/showpublisheddocument?id=9571>

⁴⁸ Criteria for Coordinated Long-Range Operation of Colorado River reservoirs Pursuant to the Colorado River Basin Project Act of September 30, 1967 (P.L. 90-537). June 8, 1970 – <http://www.usbr.gov/lc/region/pao/pdfiles/opcriter.pdf>

⁴⁹ Source: USBR website: The Law of the River, for Operating Criteria and other agreements; <http://www.usbr.gov/lc/region/q1000/lawofrvr.html>

6.2.3.2 Annual Operating Plan (AOP) for Colorado River Reservoirs

Annual operating plans are developed in accordance with Section 602 of the Colorado River Basin Project Act (Public Law 90-537); the Criteria for Coordinated Long-Range Operations of Colorado River Reservoirs Pursuant to the Colorado River Basin Project Act of 1968, as amended, promulgated by the Secretary of the Interior; and Section 1804(c)(3) of the Grand Canyon Protection Act (Public Law 102- 575). ⁵⁰As part of the AOP process, the Secretary makes determinations regarding the availability of Colorado River water for deliveries to the Lower Basin States, including when normal, surplus, and shortage conditions occur on the lower portion of the Colorado River.

6.2.3.3 Interim Guidelines for Lower Basin Shortages

Circumstances that triggered the need for the 2007 guidelines are described by the USBR, as follows. The Colorado River Upper Basin experienced a protracted multi-year drought which began in October 1999 and ended in 2010. In the summer of 1999, Lake Powell was essentially full, with reservoir storage at 97 percent of capacity. However, it became evident with precipitation totals at only 30 percent of average for October, November, and December that the stage was set for the low runoff that occurred in 2000.

In the late 1990s, inflow to Lake Powell was above average and the lake stayed full, from 1995 through 1999. As late as September 1999, Lake Powell was still 95 percent full. Inflow into Lake Powell from water years 2000 through 2004 was about half of what is considered average as shown in Table 6-0 F. The 2002 inflow was the lowest recorded (24%) since Lake Powell began filling in 1963. However, by 2005, unregulated inflow into Lake Powell was 118% of average, and then hovered between 78% and 81% for three of the next five years before peaking at 147% of average inflow in 2011, then dropping to 45% in 2012. Unregulated inflow to Lake Powell as a percent of average between 1981 and 2000 was 111.9%, but the average inflow dropped significantly between 2001 and 2020 to 80.4%.

**Table 6-0 F: Unregulated Inflow to Lake Powell, 1981-2025
(Percent of Historic Average)**

Table 6-0 F: Unregulated Inflow to Lake Powell, 1981-2025 (Percent of Historic Average) ⁵¹									
1981	1982	1983	1984	1985	1986	1987	1988	1989	1990
52%	118%	188%	192%	162%	171%	124%	74%	55%	49%
1991	1992	1993	1994	1995	1996	1997	1998	1999	2000
81%	68%	133%	63%	147%	96%	157%	125%	118%	64%
2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
65%	24%	57%	55%	118%	80%	81%	112%	94%	78%
2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
147%	45%	47%	96%	94%	89%	110%	43%	120%	54%
2021	2022	2023	2024	2025					
33%	52%	112%	67%	43%					

⁵⁰ For the AOPs, visit <http://www.usbr.gov/lc/region/g4000/aop/>

⁵¹ Source: Data provided in an email dated May 4, 2021 from Heather Patno (USBR Hydraulic Engineer/Hydrologist) to Harvey Gobas (Gobas Engineering Management Services, Inc., subconsultant to Psomas in the preparation of this UWMP)

Average 1981-1990	Average 1991-2000	Average 2001-2010	Average 2011-2020	Average 1981-2020
118.5%	105.3%	76.3%	84.5%	96.1%

Whether a drought exists is determined by comparison with normal hydrology for an area. Normal is defined as a long-term average of annual precipitation data, which may include droughts and extremely wet periods. No single year will ever be normal due to the complexity of weather patterns. Because the occurrence of a drought affects this average, the definition of normal for the American Southwest, will be altered for the next several decades.

In the midst of the drought period, USBR developed the 2007 Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead. By consensus, the seven Basin States selected the Preferred Alternative⁵² as the new basis for USBR operation of the reservoirs, determining that it best meets all aspects of the purpose and need for the federal action.

The 2007 Interim Guidelines Preferred Alternative highlighted the following:

1. Need to remain in place for the extended period of the interim Guidelines
2. Desirability of the alternative based on facilitated consensus recommendation from Basin States
3. Likely durability of the mechanisms adopted in the Preferred Alternative in light of the extraordinary efforts that the Basin States and water users have undertaken to develop implementing agreements that will facilitate the water management tools (shortage sharing, forbearance, and conservation efforts) identified in the Preferred Alternative
4. Range of elements in the alternative that will enhance the Secretary's ability to manage the Colorado River reservoirs in a manner that recognizes the inherent tradeoffs between water delivery and water storage.

Importantly for the long-term stable management of the Colorado River, adoption of this decision activates a legal agreement among the Basin States that contains a critically important provision: The Basin States have agreed to mandatory consultation provisions to address future controversies on the Colorado River through consultation and negotiation, as a requirement, before resorting to litigation. With respect to the various interests, positions, and views of each of the seven Basin States, this provision adds an important new element to the modern evolution of the legal framework for the prudent management of the Colorado River.

In June 2007, the USBR announced that a preferred alternative for Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations of Lake Powell and Lake Mead (Preferred Alternative) had been determined.⁵³ The Preferred Alternative, based on the Basin States consensus alternative and an alternative submitted by the environmental interests called "Conservation Before Shortage," was comprised of four key operational elements. These four key elements of the Preferred Alternative which would guide operations of Lake Powell and Lake Mead through 2026 are:

⁵² Source: <https://www.usbr.gov/newsroom/newsroomold/newsrelease/detail.cfm?RecordID=17341>

⁵³ Source: USBR website: <http://www.usbr.gov/newsroom/newsrelease/detail.cfm?RecordID=17341>.
Description of the preferred alternative is available on Reclamation's Lower Colorado Region web site: <http://www.usbr.gov/lc/region/programs/strategies/documents.html>

1. Shortage strategy for Lake Mead and Lower Division states: The Preferred Alternative proposed discrete levels of shortage volumes associated with Lake Mead elevations to conserve reservoir storage and provide water users and managers in the Lower Basin with greater certainty to know when, and by how much, water deliveries will be reduced during low reservoir conditions.
2. Coordinated operations of Lake Powell and Lake Mead: The Preferred Alternative proposed a fully coordinated operation of the reservoirs to minimize shortages in the Lower Basin and to avoid risk of curtailments of water use in the Upper Basin.
3. Mechanism for storage and delivery of conserved water in Lake Mead: The Preferred Alternative proposed the Intentionally Created Surplus (ICS) mechanism to provide for the creation, accounting, and delivery of conserved system and non-system water thereby promoting water conservation in the Lower Basin. Credits for Colorado River or non-Colorado River water that has been conserved by users in the Lower Basin creating an ICS would be made available for release from Lake Mead at a later time. The total amount of credits would be 2.1 MAF, but this amount could be increased up to 4.2 MAF in future years.
4. Modifying and extending elements of the Interim Surplus Guidelines, which determine conditions under which surplus water is made available for use within the Lower Division states. These modifications eliminate the most liberal surplus conditions thereby leaving more water in storage to reduce the severity of future shortages.

The time span to 2026 provides an opportunity to gain operating experience for the management of Lake Powell and Lake Mead and to improve the basis for making additional future operational decisions, whether during the interim period or thereafter.

Figure 6-2⁵⁴ shows how the coordinated operation element allows for the adjustment of Lake Powell releases to respond to low reservoir storage conditions in either Lake Powell or Lake Mead. The ICS water conservation mechanism encourages efficient use and management of Colorado River water and enhances conservation opportunities in the Lower Basin and the retention of water in Lake Mead.

Importantly for long-term stable management of the Colorado River, adoption of the 2007 Interim Guidelines activates a critical provision in the legal agreement among the basin states: the basin states have agreed to mandatory provisions to address future controversies on the Colorado River through consultation and negotiation before resorting to litigation. With respect to the various interests, positions, and views of each of the seven basin states, this provision adds an important element to the evolution of the legal framework for the prudent management of the Colorado River.

Furthermore, the coordinated operation element allows for adjustment of Lake Powell releases to respond to low reservoir storage conditions in either Lake Powell or Lake Mead, while, keeping the 2007 Interim Guidelines in place through 2026 provides an opportunity to gain operating experience for the management of Lake Powell and Lake Mead and to improve the basis for making additional future operational decisions, whether during the interim period or thereafter.

⁵⁴ Source: [Colorado River Basin | Bureau of Reclamation \(usbr.gov\)](https://www.usbr.gov/basin/colorado/)

The Intentionally Created Surplus (ICS) water conservation mechanism encourages efficient use and management of Colorado River water and enhances conservation opportunities in the Lower Basin and the retention of water in Lake Mead.

Figure 6-2: Prescribed Operations of Lake Powell and Lake Mead in the Interim Guidelines

Lake Powell			Lake Mead		
Elevation (feet)	Operation According to the Interim Guidelines	Live Storage (maf) ¹	Elevation (feet)	Operation According to the Interim Guidelines	Live Storage (maf) ¹
3,700	Equalization Tier Equalize, avoid spills, or release 8.23 maf	24.3	1,220	Flood Control Surplus or Quantified Surplus Condition Deliver > 7.5 maf	25.9
3,636-3,666 (2008-2026)	Upper Elevation Balancing Tier³ Release 8.23 maf; if Lake Mead < 1,075 feet, balance contents with a min/max release of 7.0 and 9.0 maf	15.5-19.3 (2008-2026)	1,200 (approx.) ²	Domestic Surplus or ICS Surplus Condition Deliver > 7.5 maf	22.9 (approx.) ²
3,575		9.5	1,145	Normal or ICS Surplus Condition Deliver ≥ 7.5 maf	15.9
	Mid-Elevation Release Tier Release 7.48 maf; if Lake Mead < 1,025 feet, release 8.23 maf		1,075		9.4
3,525		5.9	1,050	Shortage Condition Deliver 7.167 ⁴ maf	7.5
3,490	Lower Elevation Balancing Tier Balance contents with a min/max release of 7.0 and 9.5 maf	4.0	1,025	Shortage Condition Deliver 7.083 ⁵ maf	5.8
3,370		0	1,000	Shortage Condition Deliver 7.0 ⁶ maf	4.3
				Further measures may be undertaken ⁷	
			895		0

Diagram not to scale

¹ Acronym for million acre-feet;

² This elevation is shown as approximate as it is determined each year by considering several factors including Lake Powell and Lake Mead storage, projected Upper Basin demands, and an assumed inflow; ³ Subject to April adjustments which may result in a release according to the Equalization Tier;

⁴ Of which 2.48 maf is apportioned to Arizona, 4.4 maf to California, and 0.287 maf to Nevada;

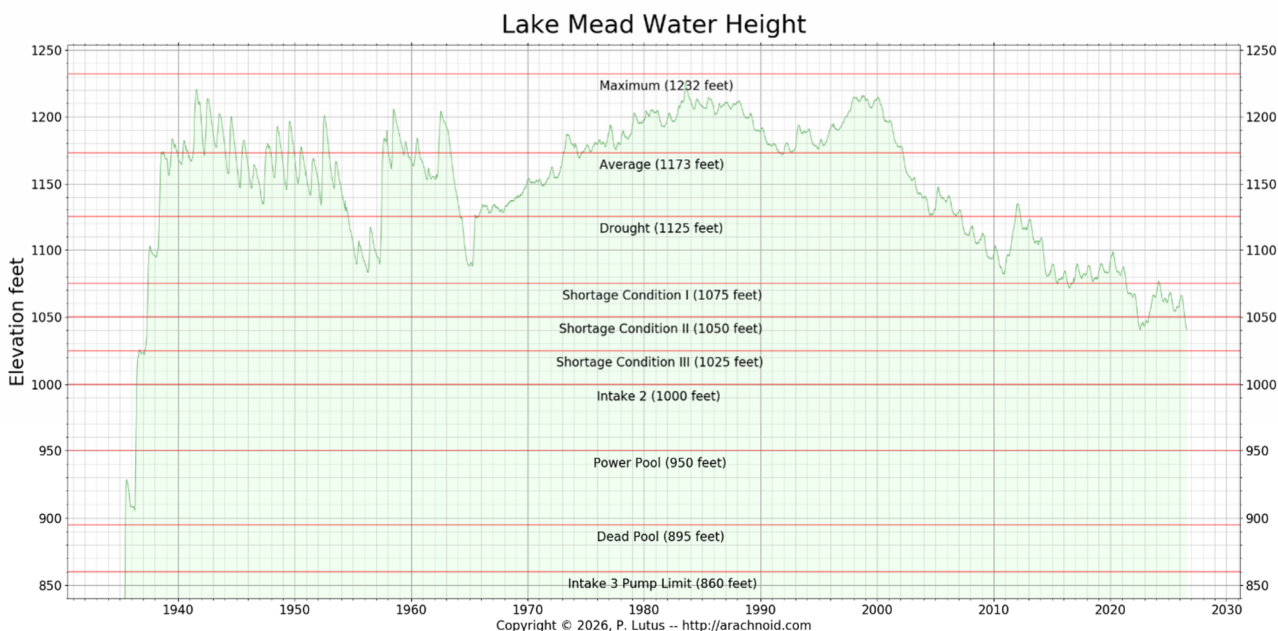
⁵ Of which 2.40 maf is apportioned to Arizona, 4.4 maf to California, and 0.283 maf to Nevada;

⁶ Of which 2.32 maf is apportioned to Arizona, 4.4 maf to California, and 0.280 maf to Nevada;

⁷ Whenever Lake Mead is below elevation 1,025 feet, the Secretary shall consider whether hydrologic conditions together with anticipated deliveries to the Lower Division States and Mexico are likely to cause the elevation at Lake Mead to fall below 1,000 feet. Such consideration, in consultation with the Basin States, may result in the undertaking of further measures, consistent with applicable Federal law.

In 2016, Lake Mead's water level fell just below 1075 feet, which is the level that signals a shortage necessitating rationing. For most of the past five years, Lake Mead has remained near 1075 feet, which is lower than at any time since 1937, two years after the lake began filling, and is 150 feet below the highest level of 1,225 feet reached in 1983. Historic Lake Mead elevation levels are shown in Figure 6-3.⁵⁵

**Figure 6-3: Historic Lake Mead Elevation Levels
1935 to 2026 in the Interim Guidelines**



6.2.3.4 Annual 417 Process

Pursuant to the Code of Federal Regulations (CFR) Title 43 Part 417 (43 CFR part 417), prior to the beginning of each calendar year, USBR consults, as appropriate, with holders of Boulder Canyon Project Act Section 5 contracts (Contractors) for the delivery of water. IID is one such Contractor. Under these consultations, USBR makes recommendations related to water conservation measures and operating practices in the diversion, delivery, distribution, and use of Colorado River water as stated by USBR in the following the following excerpt:

“The Regional Director or his (sic) representative will, prior to the beginning of each calendar year, arrange for and conduct such consultations with each Contractor as the Regional Director may deem appropriate as to the making by the Regional Director of annual recommendations relating to water conservation measures and operating practices in the diversion, delivery, distribution and use of Colorado River water, and to the making by the Regional Director of annual determinations of each Contractor’s estimated water requirements for the ensuing calendar year to the end that deliveries of Colorado River water to each Contractor will not exceed those reasonably required for beneficial use

⁵⁵ Source: <https://arachnoid.com/NaturalResources/>

under the respective Boulder Canyon Project Act contract or other authorization for use of Colorado River water.”

6.3 Groundwater

The City does not treat or use groundwater. Similarly, IID does not use groundwater except for a small volume from Lower Colorado Water Supply Project (LCWSP). However, this volume is considered negligible to the amount of surface water received from the Colorado River.

All IID water service areas are underlain by the Imperial Valley groundwater basin. Imperial Valley groundwater basin consists of younger and older alluvium with a groundwater storage capacity of 14 MAF and encompasses the West Mesa, Imperial Valley, and East Mesa subbasins. However, the basin has no usable capacity for IID as it is highly saline water. Additionally, although a large amount of water is stored in the groundwater basin, few wells have been drilled for production purposes because the yield is low and of poor quality. The groundwater is also generally unusable for irrigation in the Imperial Valley as the salinity, or total dissolved solids count, is too high. In the central part of the Imperial Valley, the groundwater has a higher salinity than the Colorado River water, which has an approximate salinity of 750mg/L. Most wells had total dissolved solids concentrations of between 1,000 and 3,000 mg/L. The pH of these waters is usually slightly basic, with an occasional value less than seven.

As such, for purposes of the City's UWMP, groundwater is not considered a water supply source. Historically there has been little need to investigate and develop the groundwater in the Imperial Valley due to the availability and relatively higher quality of imported Colorado River water.

As the City of El Centro did not pump groundwater in the past five years, DWR Submittal Table 6-1 has been omitted from this section but is included in Appendix B with the 2025 Submittal Tables.

6.4 Surface Water

The City does not use, or plan to use, self-supplied surface water as part of its water supply. The City purchases surface water from IID, which is not self-supplied.

6.5 Stormwater

The City captures runoff in retention/detention basins, which discharge to IID drains. The City is currently not using stormwater to meet local water supply demands. At this time, there are no plans to utilize stormwater, but that could change in the future.

6.6 Wastewater and Recycled Water

The City owns and operates the El Centro Wastewater Treatment Plant but does not produce or use recycled water.

6.6.1 Wastewater Collection, Treatment, and Disposal

El Centro collects sanitary wastewater flows within the City's water service area and conveys the flows to the municipal wastewater treatment plant located on La Brucherie Road in the northwest part of the City. The City operates and maintains the wastewater collection system and the treatment plant. Metered

wastewater flows averaged approximately 3.57 MGD (3,994 AFY) for 2025 as shown in Submittal Table 6-2. This represents an approximate increase of 13% compared with 2020 wastewater volumes.

Table 6-2: Wastewater Collected Within Service Area in 2025

Wastewater Collection			Recipient of Collected Wastewater		
Wastewater Collection Agency	Wastewater Volume Metered or Estimated?	Volume of Wastewater Collected in 2025 (AFY)	Wastewater Treatment Agency	Treatment Plant Name	Is WWTP Located Within UWMP Area?
City of El Centro	Metered	3,994	City of El Centro	El Centro	Yes
Total		3,994			

The wastewater treatment plant, which has a plant capacity of 8.0 MGD (8,960 AFY), provides primary and secondary treatment with ultraviolet (UV) disinfection. The plant does not have tertiary treatment facilities and does not produce recycled water. All treated effluent is discharged to the Central Main Drain. Due to the poor percolation of local soils, high water table, old infrastructure, and depth of infrastructure, groundwater infiltration has become a problem. A Capital Improvement Plan has been completed but has not been implemented. The upgrades would be dependent upon development impact fees and reimbursement agreements.

Photo 6-1: El Centro Wastewater Treatment Plant



Wastewater treatment and discharge characteristics associated with the City are shown in Submittal Table 6-3.

Table 6-3: Wastewater Treatment and Discharge Within Service Area in 2025

Table 6-3 Retail: Wastewater Treatment and Discharge Within Service Area in 2025										
WW Treatment Plant Name	Discharge Location Name or Identifier	Discharge Location Description	Method of Disposal	Does This Plant Treat Wastewater Generated Outside the Service Area?	Treatment Level	2025 Volumes				
						WW Treated	Discharged Treated WW	Recycled Within Service Area	Recycled Outside of Service Area	Instream Flow Permit Requirement
El Centro	Central Main Drain	Drain Flows 8 Miles to Alamo River and then 39 Miles to Salton Sea	River or Creek Outfall	No	Secondary, Disinfected, Title 22	3,994	3,994	0	0	No
Total						3,994	3,994	0	0	

6.6.2 Recycled Water

The City of El Centro does not currently use recycled water nor does the city have future plans for recycled water. No community in the Imperial Region produces recycled water as studies have found the capital costs to construct recycled water facilities to be cost-prohibitive relative to the purchase of IID imported water. Also, there has been a lack of political acceptance for rate increases as ratepayers have a limited ability or willingness to pay. Most communities identified the need for State, federal, or private sector funding to upgrade wastewater treatment plants. Wastewater facilities within the Imperial Region ultimately discharge to the Salton Sea (via drains and/or the Alamo River or New River). The flows help sustain habitat along IID drains and the New and Alamo rivers. The Salton Sea depends on agricultural and IID system discharges, direct rainfall, and municipal wastewater inflows to offset the effect of evaporation on salinity levels.

While recycled water may not be cost-effective for individual communities since they can obtain less expensive water from IID, it may be a viable method to increase regional water supplies or may become more cost-effective as the cost of water for new users is factored into the planning process.

Regional recycled water opportunities were evaluated in the 2012 Imperial Integrated Regional Water Management Plan. Recycled water could be used to supplement or replace Colorado River water used to irrigate local golf courses, recreational areas, green spaces, or nearby agricultural land. Recycled water could be used to create or maintain habitat features or for algae production. This would help to free Colorado River water for future industrial growth or other beneficial uses.

However, there are concerns associated with recycled water development in the Imperial Region. Salinity is a particular concern in the region. Municipal water supplies of raw Colorado River water typically have salinity levels above 760 ppm, and municipal use typically adds 300 ppm. TDS levels of 1,000 ppm adversely affect most crops or require changes in irrigation practices (e.g., increased leaching). Thus, recycling for irrigation may require desalting, blending with other supplies, or changes in agricultural practices.

The Imperial County General Plan Water Element identifies the following major environmental issues expected to be of concern with local tertiary treatment systems:

- Reduction of flows in IID drains
- Reduction of flows to Salton Sea
- Increase in drain water salinity
- Impact on fish and wildlife, recreation, and aesthetic values

Any diversion of flows may have environmental impacts on the drains, rivers and/or the Salton Sea, and related mitigation costs must be factored into reuse strategies. Directing treated discharges away from the Salton Sea may not be feasible until the Salton Sea salinity level impedes fish production or has been restored and is not dependent on the inflows (Salton Sea Authority, 2006). Also, additional treatment to facilitate recycling could result in the concentration of contaminants in the remaining flows discharged to the drains or rivers.

Imperial County and IID will work to advance recycled water use in the region by:

- Integrating the recycling municipal wastewater with a regional mitigation banking strategy.
- Supporting wastewater facility plant upgrades that propose reclaiming municipal water for use in renewable energy projects planned or recently constructed in the communities of Seeley, Brawley, and Imperial and include as part of the near-term strategy.
- Requiring mitigation to meet state and federal environmental requirements related to reduction in flows to IID drains and to the New and Alamo rivers and other waterways through development of a regional mitigation bank; seek to provide regional benefits, create partnerships, and meet multiple Imperial IRWMP goals by using reclaimed wastewater for this purpose where cost-effective and timely.
- Considering regional municipal water reclamation projects to increase cost-effectiveness of project development and operation, provide benefits to multiple parties, and improve opportunities to reuse the water.
- Providing policy and financial incentives for public/private partnerships to construct municipal recycling facilities and for crediting the produced water to sponsoring entities to allow for exchange of produced water for delivery of Colorado River water.
- Continuing to evaluate the cost-effectiveness and political viability of regional municipal wastewater treatment facilities that include reclaiming wastewater as part of the mid- and long-term water management strategy.

- Coordinating and adopting appropriate policies to encourage use of recycled municipal water in lieu of Colorado River water to mirror California Energy Commission (CEC) and SWRCB policy.

Note that DWR Tables 6-4, 6-5, and 6-6 show historical, existing, and projected recycled water use. As the City has not used recycled water in the past and does not project any such future use, these tables are omitted from this section but included in Appendix B, Submittal Tables.

6.7 Desalinated Water Opportunities

There are no plans for the City of El Centro to use and treat the brackish groundwater as a long-term supply in the Imperial Valley. There are no feasible opportunities for the City to independently develop desalinated water sources within the planning horizon of this 2025 UWMP, because of the supply availability and cost effectiveness of treating surface water from the Colorado River. If it becomes financially feasible in the future, there may be consideration for desalination of brackish groundwater and drain water on a regional basis.

6.8 Exchanges or Transfers

The City currently does not participate with other water agencies on water exchanges or transfers into or out of the City's water service area and none are planned at this time. All agencies within the Imperial Valley utilize the same raw source water from IID.

6.9 Future Water Projects

DWR Submittal Table 6-7 is to show future water supply projects or programs that provide a quantifiable increase to an agency's water supply. There are no future City water supply projects or programs that provide a quantifiable increase to City water supply at this time as indicated in Table 6-7 included in Appendix B, DWR Submittal Tables.

Although the City does not have any future water supply projects planned to increase the amount of the water supply available, the City of El Centro is a participant in the Imperial Water Forum. The Imperial IRWMP being developed by the Water Forum includes evaluation of potential future projects and programs that may be implemented to increase the amount of the water supply available in all types of years. The Imperial IRWMP will contain an implementation plan and listing of projects to be implemented to increase the water supply portfolio. As a participant in the IRWMP, the City is working within the larger Region through the collaborative IRWMP effort to increase the amount of supply within the Region.

6.10 Summary of Existing and Planned Sources of Water

Surface water imported from the Colorado River by IID is the primary water supply for the Imperial Region and the sole water supply for the City of El Centro. Colorado River water is used to meet all current agricultural and non-agricultural water demands in the IID water service area.

Rainfall is less than three inches per year and does not contribute to IID water delivery, although at times it does increase or reduce agricultural water demand. Groundwater in the Imperial Valley is of poor quality and is generally unsuitable for domestic or irrigation purposes, though some is pumped for industrial (geothermal) use.

The City collects municipal wastewater and delivers it to their wastewater treatment plant via a network of 125 miles of sewer pipelines. The City's wastewater treatment plant has a capacity of 8.0 MGD (8,960 AFY) and provides primary and secondary treatment with ultraviolet (UV) disinfection. The plant does not have tertiary treatment facilities and does not produce recycled water. All treated effluent is discharged to the Central Main Drain. At this time, no community in the Imperial Region produces recycled water as studies have found the capital costs to construct recycled water facilities to be cost-prohibitive relative to the purchase of IID imported water.

The City's actual water supplies for 2025 are shown in Submittal Table 6-8

Table 6-8: Water Supplies – Actual (AF)

Table 6-8 Retail: Water Supplies — Actual			
Water Supply	Additional Detail on Water Supply	2025	
		Actual Volume	Water Quality
Purchased or Imported Water	Imperial Irrigation District – Raw Colorado River Water	7,970	Other Non-Potable Water
Total		7,970	

The City's projected supplies for 2030 through 2050 are shown in Submittal Table 6-9. Given that 100 percent of the City's demand is met through Colorado River water purchased from IID, and given the extreme reliability of that water source, IID will be able to meet El Centro's demands in all projected years through 2050. Therefore, the supply entries are equal to projected demand (Submittal Table 4-2) in each year resulting in a zero difference in all years through 2050.

Table 6-9: Water Supplies, Projected (AF)

Table 6-9: Water Supplies — Projected						
Water Supply	Additional Detail on Water Supply	Projected Water Supply <i>Report to the Extent Practicable</i>				
		2030	2035	2040	2045	2050
		Reasonably Available Volume	Reasonably Available Volume	Reasonably Available Volume	Reasonably Available Volume	Reasonably Available Volume
Purchased or Imported Water	Imperial Irrigation District	7,516	7,662	7,801	8,082	8,366
Total		7,516	7,662	7,801	8,082	8,366

6.11 Energy Intensity

CWC Section 10631.2⁵⁶ requires water suppliers to provide information that can be used to calculate the energy intensity of their water service. Energy intensity is a ratio of energy consumed per unit (by volume) of water supplied. Required information is limited to that which is readily obtainable by the supplier for their operations, which includes acquiring, treating, and distributing water supplies.

The City of El Centro purchases all of its water supply from IID, which delivers raw Colorado River water to the City's Water Treatment Plant at 1101 Danenberg Drive in El Centro via IID's All-American Canal and Central Main Canal. Following treatment and storage in one of three potable water reservoirs at the plant site, the treated water is pumped directly into the City's water distribution system via four 200 hp pumps. The City also has a two 200 hp pumps located at the La Brucherie Reservoir site approximately two miles northwest of the WTP. The La Brucherie facility also pumps water directly into the City's distribution system from a 5.0 MG steel tank located at that site.

Energy usage information for IID's conveyance of raw Colorado River water to the City's WTP is not readily available. Therefore, the energy usage intensity reported in Table 6-10 A was calculated using the total utility approach as described in Appendix O of the UWMP Guidebook⁵⁷. The "Volume of Water Entering Process" is equal to the total volume of water entering the City's distribution system from the WTP. The "Energy Consumed" is the total amount of kWh used at the City's two previously referenced pumping stations at the WTP and the La Brucherie Reservoir site, as well as some additional process pumping at the WTP. The "Energy Intensity" is equal to the "Energy Consumed" in kWh divided by the "Water Entering the Process" with the result shown in kWh/AF.

Table 6-10 A: Energy Intensity – Total Utility Approach (for 2025)

Table 6-10 A: Energy Intensity - Total Utility Approach (for 2025)	
Water Management Process	Total Utility
Volume of Water Entering Process (AF and MG)	7,970 AF / 2,597 MG
Energy Consumed	
• 1101 Danenberg WTP Process Pumping (kWh)	1,992
• 8 th Street TP Pump Station (kWh)	6,012
• La Brucherie Reservoir Pump Station (kWh)	1,043
Total Energy Consumed (kWh)	9,047
Energy Intensity (kWh/AF)	1.14
Energy Intensity (kWh/MG)	3.48

⁵⁶ Source: https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=WAT&division=6.&title=&part=2.6.&chapter=3.&article=2.

⁵⁷ Source: <https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans/Final-2020-UWMP-Guidebook/Appendix-O---UWMP-2020.pdf>

6.12 Climate Change Impacts to Supply

Climate change impacts are discussed in Section 4.6 including potential impacts to water supply sources and water use trends.

Climate change is not viewed as an impacting factor in water source reliability for the City of El Centro as the City's water demands are significantly lower than their available supply. The IID, who supplies the City with raw water, places the highest priority on drinking water supply, the quantity of which makes up a very small percentage of the IID's total water rights. As such, for the foreseeable future, water supply impacts due to climate change are not at risk.

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7 WATER SUPPLY RELIABILITY ASSESSMENT

7.1 Overview

This chapter describes the City of El Centro's water system reliability through a 25-year planning horizon. This water service reliability includes the ability to maintain adequate service during various conditions including normal, single dry year, and five consecutive dry years. Included in this chapter is the Drought Risk Assessment required for this 2025 UWMP.

7.1.1 Reliability of Colorado River Surface Water Supplies

As discussed in Chapter 6 of this 2025 UWMP, the City of El Centro receives 100 percent of its water supply from the Imperial Irrigation District (IID), whose Colorado River supplies are supported by a framework of federal laws, interstate compacts, court decrees, and water rights agreements collectively known as the Law of the River. Key elements include the Colorado River Compact of 1922, the Seven-Party Agreement, *Arizona v. California*, and the Quantification Settlement Agreement (QSA).

IID possesses some of the most senior and secure Colorado River water rights in the Lower Basin. Under the QSA and related transfer agreements, IID holds Priority 3(a) rights to up to 3.1 million acre-feet (MAF) of Colorado River water annually and maintains present perfected rights of approximately 2.6 MAF per year. These present perfected rights are afforded among the highest priorities under the Law of the River and are generally protected before reductions are imposed on more junior water users.

Historically, Colorado River operations have been managed through coordinated reservoir operations at Lake Powell and Lake Mead, with shortages determined by reservoir storage conditions. Since 2000, the Colorado River Basin has experienced prolonged drought, declining reservoir storage, and reduced runoff associated with aridification and climate change. These conditions have resulted in shortage declarations and delivery reductions for some Colorado River water users.

The Colorado River operating guidelines that governed reservoir operations through 2026 are being replaced by a new federal operational framework for 2027 through 2036. The new framework is intended to address long-term hydrologic uncertainty, protect critical reservoir elevations, and maintain water delivery capabilities under a range of future conditions. While future operating requirements may result in additional reductions for some Colorado River users, IID's senior water rights position continues to provide a high degree of supply reliability relative to many other basin water users.

Accordingly, IID is expected to maintain reliable deliveries to its municipal customers, including the City of El Centro. Nevertheless, future Colorado River operations remain subject to changing hydrologic conditions, regulatory requirements, and federal reservoir management policies, which will continue to be monitored as part of future water supply planning efforts.

7.1.2 Equitable Distribution Plan Water Apportionment

IID is subject to the 3.1 million acre-foot annual consumptive use cap under the Quantification Settlement Agreement and the rules of the federal Inadvertent Overrun and Payback Policy, which set forth the limitations under which IID may exceed its annual consumptive use cap, including payback requirements, and the circumstances under which IID cannot exceed its annual consumptive use cap.

In some years IID's total annual consumptive use may exceed its Colorado River entitlement, resulting in inadvertent overruns (annual use that exceeds the capped amount of supply), which IID must pay back in subsequent years from extraordinary conservation practices.⁵⁸ Forecasted increases in Municipal and industrial (M&I) demand are expected to exacerbate this condition. Any time annual consumptive use exceeds the threshold, an inadvertent overrun is charged to IID.

IID manages its Colorado River water supplies pursuant to the Equitable Distribution Plan (EDP), which was most recently revised and adopted by the IID Board of Directors on July 26, 2023.⁵⁹ The EDP provides a framework for equitably allocating IID's available water supply among agricultural, municipal, commercial, industrial, and other authorized water users when annual water demands approach or exceed the District's available Colorado River supply. The EDP is intended to ensure compliance with IID's annual Colorado River water entitlement and consumptive use limitations while providing a transparent process for allocating available supplies among water-user categories.

The 2023 EDP establishes annual apportionments for District water users and requires IID to provide notice of apportionments prior to the applicable water year. Available water supplies are distributed among categories of water users through a structured apportionment process that considers water supply conditions, operational requirements, conservation commitments, and reasonable and beneficial use requirements. The EDP is implemented on a calendar-year basis and is designed to equitably distribute available water supplies throughout the District while maintaining flexibility to respond to changing hydrologic and operational conditions.

A key component of the 2023 EDP is the Clearinghouse, which facilitates transfers of apportioned water among eligible water users in accordance with EDP requirements. The July 2023 revisions expanded water-user flexibility by allowing additional transfer opportunities, including direct transfers within water-user categories. These provisions help improve the efficient use of available supplies and provide water users with greater operational flexibility while maintaining the overall objectives of equitable distribution and water conservation.

The EDP operates in conjunction with IID's water conservation and Colorado River management programs and reflects the ongoing challenges associated with drought conditions and water supply reliability within the Colorado River Basin. Through implementation of the EDP, IID seeks to manage its available water supply in a manner that supports agricultural production, municipal and industrial water needs, environmental obligations, and long-term water supply sustainability.

7.1.3 Legal

As presented in Chapter 6 and summarized above in Chapter 7 of this UWMP, numerous federal laws, interstate compacts, court decrees, contracts, and agreements collectively known as the Law of the River establish and protect IID's Colorado River water rights and provide the legal foundation for IID's Colorado River water supply and support a high degree of long-term supply reliability.

Beginning in 2027, Colorado River reservoir operations are governed by a new federal operating framework developed in response to prolonged drought, declining reservoir storage, and hydrologic uncertainty across

⁵⁸ Per terms of the USBR Inadvertent Overrun and Payback Policy - <https://www.usbr.gov/lc/region/g4000/4200Rpts/DecreeRpt/2019/32.pdf>

⁵⁹ EDP, IID, Adopted 2007, Last Revised 2023 – iid.com/home/showpublisheddocument/20254/638313266942930000

the basin. While future operational requirements and shortage-sharing provisions may affect some Colorado River users, IID's senior water rights position continues to provide substantial protection relative to many other basin contractors. Nevertheless, Colorado River operations will continue to be influenced by evolving hydrologic conditions, regulatory requirements, and federal water management policies

7.1.4 Environmental

Construction of most of the Colorado River's water supply infrastructure predated major federal environmental protection statutes, such as the National Environmental Policy Act (NEPA; 42 U.S.C. §§4321 et seq.) and the Endangered Species Act (ESA; 87 Stat. 884, 16 U.S.C. §§1531-1544). Thus, many of the environmental impacts associated with the development of basin resources were not originally taken into account. Over time, multiple efforts have been initiated to mitigate these effects. Some of the highest-profile efforts have been associated with water quality (in particular, salinity control) and the effects of facility operations on endangered species.⁶⁰

Several fish species and other wildlife species either directly or indirectly have the potential to affect Colorado River options, thus changing power operations and the amount of water deliveries to the lower basin. A number of species that are on either endangered or threatened lists under the Endangered Species Act are present in the Lower Colorado River, including among others, the bonytail chub, razorback sucker, southwestern willow flycatcher and Yuma clapper rail. To address this issue, a broad-based State/Federal/tribal/private regional partnership has been formed, which includes water, hydroelectric power and wildlife management agencies in Arizona, California and Nevada. The objective is to accommodate current water diversions and power production and optimize opportunities for future water and power development while working toward the conservation of habitat and toward recovery of the endangered species. These efforts also have the objective of reducing the likelihood of additional "threatened/endangered" species listings.

As basin species became listed in accordance with the ESA, which was enacted in 1973, 50 federal agencies and nonfederal stakeholders consulted with the U.S. Fish and Wildlife Service (FWS) to address the conservation of the listed species. As a result of these consultations, several major programs have been developed to protect and restore endangered fish species in the Colorado River and its tributaries. Summaries of these key programs are presented below.

7.1.4.1 Upper Colorado Endangered Fish Recovery Program

The Upper Colorado River Endangered Fish Recovery Program was established in 1988 to recover four native fish species listed under the federal Endangered Species Act (ESA): the Colorado pikeminnow, humpback chub, razorback sucker, and bonytail. The program is a cooperative partnership among federal agencies, the states of Colorado, Utah, and Wyoming, water users, power customers, and environmental organizations. Recovery actions include restoring habitat, providing instream flows, constructing fish passage facilities, managing nonnative fish species, and supporting propagation and stocking programs. The program is designed to promote species recovery while allowing continued water development and

⁶⁰ Source: Information on Endangered species was extracted from a U.S. Congressional Research Service Report entitled "Management of the Colorado River: Allocations, Drought and the Federal Role, Updated December 15, 2020 – <https://crsreports.congress.gov/product/pdf/R/R45546>

management activities consistent with federal and state water laws and interstate compacts. Congress authorized federal funding for the program through Public Law 106-392.

7.1.4.2 San Juan River Basin Recovery Implementation Program

The San Juan River Basin Recovery Implementation Program was established in 1992 to recover the endangered Colorado pikeminnow and razorback sucker in the San Juan River Basin while accommodating existing and future water development. The program is a cooperative effort involving federal agencies, the states of Colorado and New Mexico, the Navajo Nation, Jicarilla Apache Nation, Southern Ute Indian Tribe, Ute Mountain Ute Tribe, water users, and conservation organizations. Recovery measures include flow management, habitat restoration, propagation and stocking of native fish, control of nonnative species, and long-term monitoring. The program also provides a framework for ESA compliance for water development and management projects within the basin.

7.1.4.3 Glen Canyon Dam Adaptive Management Program

The Glen Canyon Dam Adaptive Management Program was established in 1997 to implement the environmental protection and monitoring requirements of the Grand Canyon Protection Act of 1992. The program evaluates the effects of Glen Canyon Dam operations on natural, cultural, and recreational resources in Glen Canyon National Recreation Area and Grand Canyon National Park. Through scientific monitoring, research, and experimental dam releases, the program seeks to improve understanding of river ecosystem conditions and support informed management decisions. Key areas of focus include habitat maintenance, sediment and sandbar restoration, native fish conservation, management of nonnative species, and protection of cultural resources downstream of Glen Canyon Dam.

7.1.4.4 Lower Colorado Multi-Species Conservation Program (MSCP)

The Lower Colorado River Multi-Species Conservation Program (LCR MSCP) is a 50-year cooperative conservation program that began in 2005 to balance the use of Colorado River water resources with the conservation of native species and habitats along the Lower Colorado River. The program covers 27 species, including several federally listed threatened and endangered species. Program activities include creation and restoration of riparian, marsh, and backwater habitats; monitoring and research; and augmentation of native fish populations. The LCR MSCP provides ESA compliance coverage for participating federal and nonfederal water and power activities while supporting continued operation of Colorado River water delivery and hydropower facilities. The program extends from Lake Mead to the United States-Mexico border and is funded jointly by the federal government and Lower Basin water and power users.

7.1.4.5 Colorado River Delta Environmental Restoration Program

The Colorado River Delta Environmental Restoration Program consists of binational restoration activities implemented under Minutes 319 and 323 to the 1944 Water Treaty between the United States and Mexico. The program is intended to restore and enhance riparian and wetland habitats within the Colorado River Delta through environmental flows, habitat restoration, scientific monitoring, and cooperative water conservation efforts. Participating entities include the U.S. Bureau of Reclamation, the

International Boundary and Water Commission, Mexican federal agencies, water agencies, and nongovernmental organizations. The program contributes to the conservation of native fish and wildlife species and supports broader ecosystem restoration objectives in the lower Colorado River region.

7.1.5 Water Quality

Salinity is the primary water quality concern in the Colorado River Basin. Salinity concentrations increase downstream due to natural geologic conditions, evaporation, and agricultural return flows.

To address salinity impacts and meet U.S. obligations under Minute 242 of the 1944 U.S.-Mexico Water Treaty, federal and interstate salinity control programs have been implemented throughout the basin, including projects authorized under the Colorado River Basin Salinity Control Act of 1974.

In 1974, the seven basin states also established water quality standards for salinity through the Colorado River Basin Salinity Control Forum. Salinity management remains an active basin-wide program and the Colorado River Basin Salinity Control Forum continues to review and update salinity standards and implementation programs.

Another basin water quality problem is Quagga mussels, which are an invasive species first detected in 2007 in Lake Mead. This species of mussels forms massive colonies in short periods of time, disrupting ecosystems and blocking water intakes. They can also cause significant disruption and damage to water distribution systems. Quagga mussels remain established throughout much of the Lower Colorado River system and continue to require monitoring and management by water agencies. Controlling the spread and impacts of this invasive species within the CRA requires extensive maintenance and results in reduced operational flexibility.

Water agencies throughout California are increasingly focused on emerging contaminants, including PFAS, microplastics, pharmaceuticals, and other constituents of emerging concern. Regulatory requirements and monitoring programs for these constituents continue to evolve. IID conducts ongoing source-water monitoring in coordination with the State Water Resources Control Board Division of Drinking Water and provides water quality data to participating agencies. While salinity remains the principal Colorado River water quality concern, emerging contaminants may influence future monitoring and treatment requirements for potable water systems.

7.1.5.1 Imported Water

IID annually coordinates with a state certified laboratory for the collection and analysis of Title 22 (of the California Code of Regulations) source water samples as a service to local public water treatment systems in facilitating the annual production of Consumer Confidence Reports (CCR).⁶¹ The data and a share of the incurred costs are forwarded to all of participants in the Title 22 Joint Watershed Monitoring Program.

The All-American Canal (AAC) and three main supply canals (East Highline, Central Main, and Westside Main) are sampled each year for numerous constituents as required by law and in coordination with the State Water Resources Control Board's Division of Drinking Water.

⁶¹ The City's most recent published CCR is available on their website:
<https://www.cityofelcentro.org/ArchiveCenter/ViewFile/Item/101>

In 2018, IID implemented an enhanced source-water monitoring program under the direction of the State Water Resources Control Board Division of Drinking Water. The program expanded monitoring to include 21 additional sampling locations to further characterize Colorado River source water quality and support Consumer Confidence Report requirements.⁶²

7.1.6 Climate Change

Climate change is expected to affect water resources throughout the western United States by increasing temperatures, altering precipitation patterns, reducing snowpack, increasing evapotranspiration, and increasing the frequency and severity of droughts and extreme weather events. These changes create uncertainty for long-term water supply planning and may affect both water availability and water demand. As a result, water suppliers increasingly incorporate climate resilience and adaptive management strategies into water resource planning.

The City of El Centro receives its entire potable water supply from the Colorado River through the Imperial Irrigation District (IID). The Colorado River Basin has experienced persistent drought and aridification since 2000, resulting in historically low storage levels in Lakes Mead and Powell and prompting ongoing interstate and federal efforts to develop new operating guidelines for the river after 2026. Recent studies and planning efforts indicate that climate change may reduce long-term Colorado River runoff and increase pressure on basin water supplies.

Despite these basin-wide challenges, IID's water supply reliability remains relatively strong due to its senior Colorado River water rights and high priority under the Law of the River. Under current interstate agreements and water allocation priorities, shortages are generally absorbed first by users with more junior water rights and by Lower Basin shortage-sharing mechanisms. Nevertheless, climate change may affect future Colorado River operations, reservoir management, conservation requirements, and water management policies throughout the basin.

Consequently, while climate change is not currently expected to significantly affect the City's access to Colorado River supplies delivered through IID, continued drought, declining reservoir storage, evolving operational guidelines, and changing hydrologic conditions introduce uncertainty that warrants ongoing monitoring and adaptive water management planning.

⁶² Source: Information in this Section has been extracted from the IID website – <https://www.iid.com/water/water-supply/water-quality>

7.2 Water Service Reliability

This section builds on Chapter 6 and serves to reflect the City's ability to meet the water needs of its customers based on its water sources during varying hydrologic conditions. Within the City's service area, demand is significantly lower than the City's day-to-day storage volumes and production capacity. Outside of the City's production, is the amount provided by IID from whom the City receives all its raw water. Although it has been determined that IID's water supply is significant compared to the needs of the City, this reliability assessment focuses on IID's supply to the City and to identify whether there are any potential disruptions to the City in the near future.

Through coordination with IID staff in preparing this 2025 UWMP and per IID's most recent base Water Supply Assessment Document, the water availability from IID to the City during a single-dry and multiple-dry year scenarios is no different from water availability during in a normal year. This is partially due to the small effect rainfall has on water availability in IID's arid environment along with IID's entitlements to Colorado River water supply. Local rainfall does have some impact on how much water is consumed (i.e. if rain falls on agricultural lands, those lands will not demand as much irrigation) but does not impact the definition of a normal year, a single-dry year or a multiple-dry year scenario from a supply perspective.

The main factors that can cause water supply shortages for the City are water quality or pollution, earthquakes, and long-term energy outages at the treatment and pumping facilities. Since IID is the only supplier of water to the City, there is no alternative source water.

The City receives water from the All-American and Central Main Canals. If either the All-American Canal or Central Main Canal were shut down, water could not be delivered to the treatment plant. Potential shutdown causes include scheduled maintenance or because of an emergency, such as an earthquake. In October 1979, an earthquake caused levee and slope failures along the All-American Canal east of El Centro, severely limiting water flow. This is the only time during the last 45 years that the All-American Canal was shut down.

To perform maintenance on the Central Main Canal, the water level is lowered but service is not completely interrupted. According to plant operators, this is done every five to ten years. Similarly, maintenance on the All-American Canal is generally performed while the canal remains in operation by reducing flows, isolating canal reaches, and scheduling work during periods of lower water demand. Full canal shutdowns are rare and are carefully planned to minimize impacts on water deliveries. There are no known upcoming factors that will result in inconsistency of supply.

IID continuously monitors Colorado River conditions and communicates with its customers regarding water supply conditions and conservation measures as appropriate. In the event of significant shortages or operational changes affecting Colorado River supplies, IID and its municipal customers would implement applicable water shortage response and demand management measures consistent with their Water Shortage Contingency Plans and other adopted policies.

7.2.1 Average Year and Dry Year Supply and Demand Reliability Comparison

Over the last decade, the Colorado River Basin has remained in a prolonged "megadrought" that began around 2000 and became especially acute in the 2010s and early 2020s. The period from roughly 2000 through 2021 has been identified as the driest multi-decade interval in more than a century of recorded data. Within this period, basin-wide runoff remained persistently below average and reservoir storage

declined to historically low levels. By the early 2020s, these cumulative deficits resulted in the first federally declared shortage conditions on the Colorado River system and the implementation of mandatory delivery reductions in the Lower Basin.

A transition to wetter conditions did not occur until 2023 (October 2022–September 2023), when a series of strong winter storms and atmospheric rivers generated above-average precipitation and near-record mountain snowpack across much of the basin. This wet year improved runoff and temporarily boosted reservoir storage, providing short-term relief; however, it did not eliminate the long-term deficit created by more than two decades of drought. Subsequent winter seasons (2023–2024) continued to produce near-to above-average precipitation in parts of the West, further recovering and stabilizing basin storage.

According to Western Regional Climate Center (WRCC) Data, Calendar year 2008 had an annual rainfall of 2.60 inches – the closest over the past two decades to the 89-year average of 2.54 inches⁶³. For this reason, 2008 has been selected as the “Normal” or “Average” year for this 2025 UWMP.

A single-dry year is defined as a single year of no to minimal rainfall within a period of average precipitation. The year 2006 was selected as the “Single Dry-Year” because it had the lowest annual rainfall over the past two decades (0.42 inches) and was also well below the 89-year average. This coupled with the relatively high IID consumptive use of Colorado River water in 2006 is therefore deemed a “dry” water year.

Multiple-dry years are defined as five or more consecutive years with minimal rainfall within a period of average precipitation. A review of El Centro rainfall records dating back to 1975 identified the five-year period (2000 to 2004) during which rainfall fell below the 2.54-inch average for five consecutive years. This period was also one of the driest periods in the Colorado River Basin with inflows dropping to a fraction of the historical mean.

It is noteworthy to address that an analysis of a normal, single dry, and multiple dry water years was performed by IID to determine that adequate water is available under these various climate scenarios. When drought conditions exist within the IID water service area, as has been the case for most of the past two decades, the water supply available to meet agricultural and non-agricultural water demands remains reliable. Nevertheless, recent drought conditions have required increased reliance on conservation, demand management, and operational measures to maintain compliance with Colorado River water use obligations while preserving long-term supply reliability. Programs such as deficit irrigation and system conservation agreements have reduced consumptive use to help offset declining basin supplies.

7.2.2 Comparison of Average, Single-Dry and Five Consecutive Dry Years

As discussed above, 2006 was identified as the best representative for a single-dry year with the 2000-2005 interval identified as the driest consecutive five-year sequence while 2008 was selected to represent an average year hydrology.

Under the 2023 EDP, IID apportions water annually (based on calendar year) to its water users, including the City of El Centro. Each year’s apportionment is passed on the previous three year average water demand. If cumulative municipal demands exceed the sector allocation, IID will make additional supplies

⁶³ Source: Data obtained from Western Regional Climate Center (WRCC), Desert Research Institute, Reno, Nevada (<http://www.wrcc.dri.edu/cgi-bin/cliMAIN.pl?ca2713>); WRCC program administered by the National Oceanic and Atmospheric Administration (NOAA); data extracted from monitoring Station 042713 at El Centro 2 SSW, CA for period 3/01/1932 through 4/20/2021 (Refer to link for monthly precipitation listings/monthly totals)

available in accordance with the EDP to meet reasonable and beneficial municipal demands. IID does not restrict the amount of water the City may purchase above that year's apportionment. As a result, the City expects sufficient supplies from IID to meet projected demands under normal and shortage conditions. M&I users would be expected to implement conservation and demand management measures before any reduction in municipal water deliveries is considered.

Basis of water year data and percent of average supply available for an average year, dry year, and multiple dry-year conditions are shown in submittal Table 7-1. The percent of average supply is based on the City's actual per capita water supply for each of the historical periods indicated. The historical periods selected are prior to state mandated conservation under SBx7-7 which became effective February 3, 2010. As such, the water use is representative of the baseline use under the various hydrologic conditions and not impacted by required reductions. It is important to note that the available supply shown in Table 7-1 does not represent limits on supply availability through IID but is rather the supply to meet projected demands based on projected 100 percent supply reliability from IID as discussed Section 7.2.1.

Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)

Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)			
Year Type	Base Year	Available Supplies if Year Type Repeats	
		☐	Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP.
		☒	Quantification of available supplies is provided in this table as either volume only, percent only, or both.
		Base Year Supply ⁶⁴ (AFY)	% of Average Supply
Average Year	2008		100%
Single-Dry Year	2006		109%
Consecutive Dry Years 1st Year	2000		105%
Consecutive Dry Years 2nd Year	2001		103%
Consecutive Dry Years 3rd Year	2002		105%
Consecutive Dry Years 4th Year	2003		103%
Consecutive Dry Years 5th Year	2004		105%

⁶⁴ Base year supply to the City is provided here for reference in calculating the projected percentage of average supply available during single-dry and five consecutive dry year periods. The volumes do not necessarily represent the supply available in future years.

7.3 Supply and Demand Assessment

A comparison between the supply and demand for projected years between 2030 and 2050 is shown in Submittal Table 7.2. Given that 100 percent of the City's demand is met through Colorado River water purchased from IID, and given the extreme reliability of that water source, IID will be able to meet El Centro's demands in all projected years through 2050. Therefore, the Supply and Demand entries are the same in each year resulting in a zero difference in all years through 2050.

Table 7-2: Normal Year Supply and Demand Comparison (AF)

Submittal Table 7-2 Retail: Normal Year Supply and Demand Comparison (AF)					
	2030	2035	2040	2045	2050
Supply totals (from Table 6-9)	7,516	7,662	7,801	8,082	8,366
Demand totals (from Table 4-3)	7,516	7,662	7,801	8,082	8,366
Difference	0	0	0	0	0

Comparisons between supply and demand in a single dry year and multiple dry years are shown in Submittal Tables 7-3 and 7-4 respectively. Again, due to the extreme reliability of IID's Colorado River water source, available supplies purchased from IID will meet projected demands in all years through 2045.

Table 7-3: Single Dry Year Supply and Demand Comparison (AF)

Table 7-3: Single Dry Year Supply and Demand Comparison					
	2030	2035	2040	2045	2050
Supply totals	8,193	8,351	8,504	8,809	9,119
Demand totals	8,193	8,351	8,504	8,809	9,119
Difference	0	0	0	0	0

Table 7-4: Multiple Dry Years Supply and Demand Comparison (AF)

Table 7-4: Multiple Dry Years Supply and Demand Comparison						
		2030	2035	2040	2045	2050
First year	Supply totals	7,892	8,045	8,191	8,486	8,784
	Demand totals	7,892	8,045	8,191	8,486	8,784
	Difference	0	0	0	0	0
Second year	Supply totals	7,742	7,892	8,035	8,324	8,617
	Demand totals	7,742	7,892	8,035	8,324	8,617
	Difference	0	0	0	0	0
Third year	Supply totals	7,892	8,045	8,191	8,486	8,784
	Demand totals	7,892	8,045	8,191	8,486	8,784
	Difference	0	0	0	0	0
Fourth year	Supply totals	7,742	7,892	8,035	8,324	8,617
	Demand totals	7,742	7,892	8,035	8,324	8,617
	Difference	0	0	0	0	0
Fifth year	Supply totals	7,892	8,045	8,191	8,486	8,784
	Demand totals	7,892	8,045	8,191	8,486	8,784
	Difference	0	0	0	0	0

7.4 Drought Risk Assessment

The CWC requires every urban water supplier to include, as part of its UWMP, a drought risk assessment (DRA) for its water service area. This water supplier can then consider this information when developing its demand management measures and water supply projects and programs. The DRA allows suppliers to consider how to manage water supplies during dry hydrologic conditions while taking variation in demand into account. This process helps a supplier evaluate its WSCP and anticipate appropriate shortage response actions prior to experiencing an actual extended drought period.

The CWC requires the DRA to be based on the driest five-year historic sequence for the agency's water supply. By code, the analysis must also consider plausible changes in projected supplies and demands due to climate change, anticipated regulatory changes, and other applicable criteria.

The five-year drought period for the DRA is estimated in the same manner as the multiple dry year analysis in the Supply and Demand Assessment presented in Section 7.4. The drought is represented based on the five driest years shown in Table 7-1 (1998-2002). The dry year unconstrained demand is estimated as a percentage of the normal year demand for the same period. The normal year demand forecast is described in Chapter 4 and is based on SCAG and DOF demographic projections and baseline conservation. The Normal or Average year demands for the intermediate years between 2025 and 2030 were calculated by interpolation between actual 2025 data and 2030 projections.

Table 7-5 A shows a summary of supply and demand for the DRA period from 2026 to 2030.

Table 7-5 A: DRA Supply and Demand by Source (AFY)

Table 7-5A: DRA Supply and Demand by Source (AFY)					
Demand	2026	2027	2028	2029	2030
Average Year Potable	7,879	7,788	7,698	7,607	7,516
Dry-Year Potable	8,273	8,022	8,083	7,835	7,892
Recycled	0	0	0	0	0
DRA Demand	8,273	8,022	8,083	7,835	7,892
Supply	2026	2027	2028	2029	2030
Imported Water	8,273	8,022	8,083	7,835	7,892
Recycled	0	0	0	0	0
DRA Supply	8,273	8,022	8,083	7,835	7,892

IID projects sufficient supply to meet all demands over the next five years under both normal conditions and drought conditions. The City's DRA presented in Table 7-5 demonstrates water supply reliability during a long-term drought scenario occurring over the next five years. No water shortage is projected that would trigger Water Shortage Contingency Plan Actions (discussed in Chapter 8). Although unlikely, this DRA will be modified between UWMP cycles, if necessary, should a change in forecasted supplies be projected.

Table 7-5 presents the Five-Year Drought Risk Assessments for the next five years, i.e., 2026-2030. The total water use for each year was extracted from the DRA Demand entries in Table 7-5 A and the percent of average demands for each of the five consecutive drought years (i.e., 105%, 103%, 105%, 103% and 105%, for years, 1-5, respectively) as presented in Table 7-1. In other words, in Year 1 (assumed to be 2026) of the five-year drought period, the demand would be (average demand of 7,913 AFY) x (105% of average demand in drought year 1) = 7,186 AFY, while Year 2 = (7,710 x 95%) or 7,325 AFY, etc.

As was the case in Table 7-5 A, DRA supplies equal DRA demands in all cases (i.e., Years 1-5) because of the extreme reliability of the IID supplies. Thus, there are no projected shortfalls or planned WSCP action through 2050.

Table 7-5: Five-Year Drought Risk Assessment Tables

Submittal Table 7-5: Five-Year Drought Risk Assessment Tables to address Water Code Section 10635(b)	
2026	Total
Total Water Use	8,273
Total Supplies	8,273
Surplus/Shortfall w/o WSCP Action	0
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	0
WSCP - use reduction savings benefit	0
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%
2027	Total
Total Water Use	8,022
Total Supplies	8,022
Surplus/Shortfall w/o WSCP Action	0
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	0
WSCP - use reduction savings benefit	0
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%
2028	Total
Total Water Use	8,083
Total Supplies	8,083
Surplus/Shortfall w/o WSCP Action	0
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	0
WSCP - use reduction savings benefit	0
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%
2029	Total
Total Water Use	7,835
Total Supplies	7,835
Surplus/Shortfall w/o WSCP Action	0
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	0
WSCP - use reduction savings benefit	0
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%
2030	Total
Total Water Use	7,892
Total Supplies	7,892
Surplus/Shortfall w/o WSCP Action	0
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	0
WSCP - use reduction savings benefit	0
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%

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8 WATER SHORTAGE CONTINGENCY PLAN

California Water Code Section 10632 requires suppliers to prepare and adopt a Water Shortage Contingency Plan (WSCP) consisting of each of the following elements:

- 8.1 Water Supply Reliability Analysis
- 8.2 Annual Water Supply and Demand Assessment Procedures
- 8.3 Six Standard Water Shortage Stages
- 8.4 Shortage Response Actions
- 8.5 Communication Protocols
- 8.6 Compliance and Enforcement
- 8.7 Legal Authorities
- 8.8 Financial Consequences of WSCP Activation
- 8.9 Monitoring and Reporting
- 8.10 WSCP Refinement Procedures
- 8.11 Special Water Feature Distinction

The WSCP presented in this Chapter follows this outline.

8.1 Water Supply Reliability Analysis

Water supplies may be interrupted or reduced by droughts, earthquakes, and power outages which hinder a water agency's ability to effectively deliver water. Drought impacts increase with the length of a drought, as supplies in reservoirs and other storage programs are depleted and water levels in groundwater basins (where present) decline. The ability to manage water supplies in times of drought or other emergencies is an important part of water resource management for a community. In anticipation of such water supply challenges; the Water Code requires suppliers to prepare and adopt a Water Shortage Contingency Plan (WSCP), which includes water shortage response actions they would take in response to six standard levels of water shortage. This WSCP describes the water supply shortage policies the City has in place to respond to events including reductions and catastrophic interruption in water supply.

Every urban water supplier is required to assess the reliability of their water service to its customers under normal, dry, and multiple dry water years. The City depends solely on imported Colorado River water supplies, purchased from IID, to fully meet its demands. While there are various factors that could potentially impact Colorado River supplies (e.g., legal, environmental, water quality and climatic, all of which are discussed in Section 7.2 of this 2025 UWMP), IID has taken many proactive steps over the years to protect the integrity and legal authority of its Colorado River entitlements under the Law of the River provisions dating back for almost a century.

The long-term supply and demand assessment to year 2050 is included in Section 7.4 of this UWMP. As noted in Section 7.4, the City anticipates being able to meet all water demands with adequate supplies through the year 2050 under normal, dry, and multiple dry year conditions.

The Drought Risk Assessment (DRA) for the next five years is included in Section 7.5 of this UWMP. As noted in Section 7.5, there are no shortages projected if a drought were to occur over the next five years, thus, no shortfall mitigation measures are anticipated.

8.2 Annual Water Supply and Demand Assessment Procedures

Beginning in 2022, each supplier is required to prepare and submit to DWR an Annual Water Supply and Demand Assessment (AWSDA or Annual Assessment) on or before July 1 of each year. The Annual Assessment and associated reporting are to be conducted based on procedures outlined in this section.

8.2.1 Decision-Making Process

The Annual Assessment will be prepared by the Public Works Department and presented to the City Manager for formal approval. In the event there are projected water shortages, a presentation will be given to the City Council and recommendations will be made for water shortage response actions, if appropriate.

During the Annual Assessment, or during any subsequent unexpected water shortage period, Public Works will determine the extent of the conservation required based on water supply availability from IID's Colorado River imported supplies. The City Manager will be requested to approve the Annual Assessment and any associated actions. In the event of a water shortage, the City Manager will request the City Council adopt a Water Reduction Plan, and any associated recommended actions, that are necessary to address the level of water shortage. The City's shortage levels and corresponding Water Reduction Plan response actions are outlined in Section 8.4 of this WSCP and adopted in the City's water conservation Ordinance 17-01⁶⁵.

The Annual Assessment process will begin in January each year with the evaluation of supply and demand data along with current water supply conditions. A preliminary report will be presented to the City Manager and other appropriate Division Heads for their review by late March. A revised Draft Assessment will be prepared by late April, based on input from the City Manager and other key City staff members. The City Manager and Division Heads will determine any necessary shortage response actions and prepare a Final Draft Assessment by the end of May. If shortage levels are required, the City Council will be asked to set the appropriate level and response actions, as needed. Once approved, the Annual Assessment Report must be submitted to DWR by the July 1 deadline. Table 8-1A presents a timeline and summary of these steps.

8.2.2 Data and Methodologies

The purpose of the Annual Assessment is to evaluate the reliability of water supply for the coming year by assuming conditions will be dry and to determine how a perceived shortage may relate to WSCP shortage stage response actions. This information will be based on information available to the City at the time of the analysis. The Annual Assessment will utilize information from IID on the expected supply of imported Colorado River water and will also consider the unconstrained water demand, planned water use, and infrastructure conditions. The analysis will look at current year water supply and demand conditions and assumed dry year conditions for the following year. The conditions of what defines a dry year will be determined based on current information from available sources including IID, WRCC, USBR and other

⁶⁵ Source: [Ordinance No. 17-01 | Code of Ordinances | El Centro, CA | Municode Library](#)

applicable sources. The subsequent evaluation will likely involve historic hydrology typically used in the dry-year analysis for UWMPs. The balance between projected water supplies and anticipated demand will be used to determine what, if any, shortage stage is expected under the WSCP framework.

The following steps outline the procedures for completing the dry year supply and demand assessment.

1. Water Supply – Quantify water supply by each source for the current year and anticipated supply for the subsequent year. The City will rely on coordination with IID for projected supply availability.
2. Unconstrained Water Demands - Quantify unconstrained customer demand for the current year and one year to follow. Use current year water demand by sector (available from monthly billing data) and adjust as needed to account for weather, prior-year conditions, anticipated new demands for the coming year, and any other factors pertinent to the land use and customer use patterns.
3. Subsequent Dry Year Analysis - Determine how the following year's supply and demand quantities will be impacted anticipating the year will be dry. Determine dry year conditions using methods similar to those used in the UWMP, which consider historical hydrology, data from IID and any additional applicable sources.
4. Infrastructure Considerations - Evaluate infrastructure capabilities and any constraints within the City that may affect the ability to deliver supplies to meet expected demand in the coming year, including delays in constructing anticipated capital improvement projects.
5. Other Factors - Address any other applicable factors that may influence or disrupt supplies.
6. Evaluation - Compare the anticipated supply and demand that have been calculated for the following year assuming dry conditions to determine any potential shortage in supply and the appropriate response action as developed in the WSCP.

The above steps will be documented with supporting text including coordination with IID and other agencies, data sources, and assumptions.

Table 8-1A: AWSDA Timeline and Recommended Actions

Table 8-1A: AWSDA Timeline and Recommended Actions	
Month(s)	Recommended Actions
Data Gathering and Analysis Phase	
Jan	Assemble WSCP Team
Jan - Feb	Collect water supply by source data for current year; describe and quantify sources by provider along with any current constraints and related adjustments
Jan - Feb	Determine unconstrained water demand for current year; describe and quantify demand and any influencing factors on demand along with related adjustments
February	Quantify "Dry Year" supplies and demands based on historical hydrologic data and input from IID
February	Calculate the water supply reliability by comparing expected dry year supplies and demands to identify potential shortage. Utilize reporting spreadsheet.
March	Determine any shortage and related actions
March	Prepare and present preliminary report to City Manager and Division Heads for review and approval
Decision Phase	
April	Update Assessment based on input from City Manager and Division Heads; obtain final water supply data and other input from IID
May	If shortages are determined, use WSCP to determine protocol; recommend Water Reduction Plan based on shortage level
May	Prepare Final Draft Annual Water Shortage Assessment Report including Water Reduction Plan as needed
June	Present AWSDA Report to the City Manager for approval
By July 1	Send Final Annual Water Supply and Demand Assessment Report to DWR
As Needed	Implement WSCP Water Reduction Plan as needed and approved by City Council

8.3 Six Standard Water Shortage Stages

The WSCP is framed around six standard shortage levels set forth in California Water Code Section 10632(a)(3).⁶⁶ Those six standard shortage levels correspond to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages, and greater than 50 percent shortages. Each of the six shortage levels represents an increasing gap between the City's estimated supplies and the unconstrained demand as determined in the Annual Assessment or the gap between supply and demand at any time due to an unforeseen event that interrupts water supplies. A supplier's existing WSCP may use different water shortage levels, providing they develop a cross-reference relating the supplier's existing categories to the six standard water shortage levels specified in the CWC.

The City has established five water shortage levels as presented in Table 8-1B. Table 8-1B also references the water supply conditions, which lead to a declaration of the individual water shortage stages and the response actions taken following that declaration. The five water shortage levels used in this WSCP are referenced in Table 8-1B and graphically cross-referenced to the six CWC standard levels in Figure 8-1. The cross-reference is also included in Submittal Table 8-1.

Table 8-1B: Water Shortage Contingency Plan Levels

Table 8-1B: Water Shortage Contingency Plan Levels		
Shortage Level	Percent Shortage	Shortage Response Actions
1	≤ 10%	Projected supply is adequate or projected supply is insufficient to provide 90% of normal demand or contamination of 5% of water supply. <u>Actions:</u> 1. Landscape runoff prohibited 2. CII lodging must offer to opt out of linen service 3. Restaurants may only serve water upon request 4. Water features must recirculate 5. Customers must repair leaks in a timely manner 6. Automatic shutoff of hoses 7. Prohibit use of potable water for washing hard surfaces 8. Expand public information campaign 9. Voluntary plumbing fixture replacement
2	20%	Projected supply insufficient to provide 80% of normal demand or contamination of 10% of water supply. <u>Actions (All Shortage Level 1 Restrictions plus these added actions):</u> 1. Limit landscaping irrigation to specific times (< 10 a.m. or after 6 p.m.) 2. Limit landscape irrigation to specific days (3 days/week June 1-Sept 15; 2 days other times) 3. Watering of permanent trees allowed as necessary to keep them alive 4. Prohibit use of potable water for construction and dust control 5. Implement water allocations based on 2013 usage minus conservation 6. Improve customer billing 7. Provide rebates on plumbing fixtures, landscape irrigation and turf replacement as funding allows 8. Decrease line flushing 9. Increase water waste patrols 10. Implement drought surcharges and penalties

⁶⁶ Source: https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=WAT§ionNum=10632

3	30%	Projected supply insufficient to provide 70% of normal demand or contamination of 20% of water supply. <u>Actions (All Shortage Level 1-2 Restrictions plus these added actions):</u> 1. Water features may not be filled or replenished 2. Prohibit vehicle washing except at facilities using recycled or recirculating water 3. Implement or modify drought rate structure (25% rate increase) 4. Require flow restrictors for washers
4	40%	Projected supply insufficient to provide 60% of normal demand or contamination of 30% of water supply. <u>Actions (All Shortage Level 1-3 Restrictions plus these added actions):</u> 1. No watering of lawns or irrigation 2. No issuance of new construction meters 3. Moratorium or net zero demand increase on new connections 4. 50% rate increase and penalties for excess use
5	≥ 50%	Projected supply insufficient to provide 50% of normal demand or contamination of 40% of water supply, <u>Actions (All Shortage Level 1-4 Restrictions plus these added actions):</u> 1. 100% rate increase and penalties for excess use 2. Revise water allocations and rate structures as needed

Figure 8-1: Corresponding Relationships Between El Centro's WSCP Shortage Levels and CWC's 2020 WSCP Standard Shortage Levels

El Centro's 2020 WSCP Stage	Supply Condition/Shortage		CWC 2020 WSCP Standard Shortage Levels	Shortage Levels
1	≤ 10%	→	1	≤ 10%
2	20%	→	2	10 – 20%
3	30%	→	3	20 – 30%
4	40%	→	4	30 – 40%
5	≥ 50%	→	5	40 – 50%
		→	6	> 50%

Table 8-1: Water Shortage Contingency Plan Levels

Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels			
Standard Shortage Levels	Percent Shortage Range	Suppliers Shortage Levels	Percent Shortage Range
1	Up to 10%	1	Up to 10%
2	Up to 20%	2	10 - 20%
3	Up to 30%	3	20 - 30%
4	Up to 40%	4	30 - 50%
5	Up to 50%	4	30 - 50%
6	>50%	5	Greater than or equal to 50%

8.4 Shortage Response Actions

CWC requires the WSCP to contain shortage response actions that align with the defined shortage levels, and include:

- Demand reduction actions
- Supply augmentation actions
- Operational changes
- Mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions
- An estimate of the extent to which the gap between supplies and demand will be reduced by implementation of each action

8.4.1 City's Supply Augmentation Actions

The City has only one source of supply, i.e., imported Colorado River water purchased from IID; however, as documented in Chapter 7 of this UWMP, that supply is extremely reliable based on IID's Law of the River entitlements. If there is a specified shortage in supply as referenced in Table 8-1B, then it is assumed the City's Colorado River water supply has either been inexplicably impacted or there is a catastrophic event (either natural or man-made) impacting the transmission of Colorado River water to El Centro.

Submittal Table 8-2 lists actions the City can take to augment its water supply. The table includes three specific actions the City can take including:

- Expanding the Public Information Campaign during Shortage Level 1

- Improving Customer Billing during Shortage Level 2
- Implementing or Modifying the Drought Rate Structure or Surcharge during Shortage Levels 2, 3, 4 and 5.

Table 8-2: Supply Augmentation and Other Actions

Table 8-2: Supply Augmentation and Other Actions			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier	How Much is this Going to Reduce the Shortage Gap?	Additional Explanation or Reference
1	Expand Public Information Campaign	3.0%	
2	Improve Customer Billing	0.5%	
2	Implement or Modify Drought Rate Structure or Surcharge	1.0%	
3	Implement or Modify Drought Rate Structure or Surcharge	6.0%	Includes 25% Rate Increase
4	Implement or Modify Drought Rate Structure or Surcharge	2.0%	Includes 50% Rate Increase
5	Implement or Modify Drought Rate Structure or Surcharge	5.0%	Includes 100% Rate Increase

8.4.2 City's Demand Reduction Actions

When a Water Reduction Plan is not in effect, the City encourages all persons and entities within the service area to practice good potable water use by avoiding wasteful activities on a voluntary basis as specified in the City's water conservation Ordinance 17-01⁶⁷ and as further detailed in Chapter 28, Article III, Sections 28-50 through 28-55 of the El Centro City Code.⁶⁸

A Water Reduction Plan will be implemented under water shortage conditions corresponding to the various shortage levels noted in Table 8-1B. When necessary, City staff will make appropriate recommendations to the City Council regarding the adoption of a Water Reduction Plan if needed to address the level of water shortage, under Ordinance No. 17-01, based on the Annual Water Supply Assessment or other pertinent water shortage events.

Submittal Table 8-3 summarizes the City's demand reduction actions for each water shortage stage and provides an estimate of how much (by percentage of total water use) that action will reduce the overall shortage gap. Table 8-3 also notes whether a penalty, charge or other enforcement action will be assessed for non-compliance with the water restriction or prohibition.

⁶⁷ Source: [Ordinance No. 17-01 | Code of Ordinances | El Centro, CA | Municode Library](#)

⁶⁸ Source: https://library.municode.com/ca/el_centro/codes/code_of_ordinances?nodeId=CHCOTA_CH28WA

Table 8-3: Demand Reduction Actions

Table 8-3: Demand Reduction Actions				
Shortage Level	Demand Reduction Actions	How much is this Going to Reduce the Shortage Gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
1	Landscape - Restrict or prohibit runoff from landscape irrigation	1.0%		Yes
1	CII - Lodging establishment must offer opt out of linen service	0.5%		Yes
1	CII - Restaurants may only serve water upon request	0.5%		Yes
1	Water Features - Restrict water use for decorative water features, such as fountains	1.0%	Must use recycled or recirculated water	Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	1.5%		Yes
1	Other - Require automatic shut of hoses	0.5%		Yes
1	Other - Prohibit use of potable water for washing hard surfaces	2.0%		Yes
1	Expand Public Info Campaign	3.0%		Yes
2	Landscape - Limit landscape irrigation to specific times	1.0%	Watering only allowed < 10 a.m. or > 6 p.m.	Yes
2	Landscape - Limit landscape irrigation to specific days	1.0%	3 days/wk. from June 1 to September 15; 2 days/wk. the rest of the year	Yes
2	Other - Prohibit use of potable water for construction and dust control	1.0%		Yes
2	Other	1.0%	Implement Water allocations based on average 2013 usage minus conservation savings	Yes
2	Improve Customer Billing	0.5%		Yes
2	Provide Rebates on Plumbing Fixtures and Devices	0.5%		Yes
2	Provide Rebates for Landscape Irrigation Efficiency	1.0%		Yes
2	Provide Rebates for Turf Replacement	1.0%		Yes
2	Decrease Line Flushing	1.0%		Yes
2	Increase Water Waste Patrols	1.0%		Yes
2	Implement or Modify Drought Rate Structure or Surcharge	1.0%		Yes

Table 8-3: Demand Reduction Actions (continued from prior page)

Shortage Level	Demand Reduction Actions	How Much is this Going to Reduce the Shortage Gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
3	Other water feature or swimming pool restriction	2.0%		Yes
3	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	2.0%		Yes
3	Implement or Modify Drought Rate Structure or Surcharge	6.0%	25% Rate Increase	Yes
4	Landscape - Prohibit all landscape irrigation	5.0%		Yes
4	Other	1.0%	No issuance of new construction meters	Yes
4	Moratorium or Net Zero Demand Increase on New Connections	2.0%	50% rate increase and penalties for excessive use	Yes
4	Other	2.0%	50% Rate Increase and Higher Stage 4 penalties for excessive use	Yes
5	Other	5.0%	Higher Stage 5 penalties for excessive use	Yes
5	Other	5.0%	Revise Water Allocations and Rate Structure as Needed Including 100% rate increase	Yes

The City's Water Conservation Ordinance No. 17-01 lists conservation requirements that will take effect upon implementation by the City Council. These prohibitions will promote the efficient use of water, reduce, or eliminate water waste, and enable implementation of the City's Water Shortage Contingency Measures. Water conservation measures become more restrictive with each progressive stage to address the increasing differential between water supply and customer demand.

Additional demand reduction actions, which are addressed in more detail in other sections of this WSCP, include the establishment of water conservation penalty rates and expanded public information efforts.

8.4.3 City's Operational Changes

Operational response actions for a non-catastrophic water shortage, which are more fully described in other sections of this WSCP, may include the following:

- Improved water system monitoring and analysis
- More frequent tracking of customer water usage to aid in locating waste
- Increased frequency of reporting

8.4.4 City's Additional Mandatory Restrictions

There are no additional mandatory restrictions other than those outlined in Tables 8-1A and 8-3 and more fully detailed in Chapter 28, Article III, Sections 28-50 through 28-55 of the El Centro City Code.

8.4.5 Stages of Action to Respond to a Water Shortage Event

As previously noted, Table 8-1B summarizes the City's five water shortage levels established by Ordinance 17-01. The City's specific actions in responding to a declared shortage stage are described in more detail in the following sections.

8.4.5.1 Stages of Water Use Restrictions

Each stage shall remain in effect until conditions indicate a more or less restrictive stage is necessary, and action is taken by the City Council based on supply criteria identified in Table 8-1B. The City Council may enact any stage and need not proceed in order through the stages.

1. Enacting Water Rate Restrictions:

Stages 2-5 of the WSCP shall be enacted by the El Centro City Council declaring an emergency water restriction. Water supply conditions and goals for each restriction stage are outlined in Table 8-1B.

2. Modifying and Ending Water Use Restrictions:

For each month customer water use restrictions are in effect at Stage 2, 3, 4, or 5 under this WSCP, the City Manager shall report to the City Council on the status of the shortage and water use changes in the El Centro Water system, including a recommendation to maintain, change or end the water use restrictions. A water shortage event can be terminated by the City Council upon determination that "normal year" supplies have been secured by rainfall or other new supplies. A water shortage event involving sudden, unforeseen emergencies can be terminated by the City Manager or their designee upon a determination the emergency no longer exists. As soon as practicably possible, or at the next scheduled Council meeting, the City Manager or their designee shall share this termination decision with the City Council.

3. Water Rate Structure:

Water rates will return to the rate structure prior to the water shortage event upon the termination of the event.

8.4.5.2 Priority by Use

Priorities for use of available potable water during shortages were based on input from the City Emergency Response Team, citizen groups, and legal requirements set forth in the California Water Code, Sections 350-358. These priorities, which were originally established during development of the City's 2010 UWMP, are still reasonable and have therefore been carried over into this WSCP. Water allocations are established for all customers according to the following ranking system:

1. Minimum health and safety allocations for interior residential needs (including single family, multi-family, hospitals and convalescent facilities, retirement and mobile home communities, student housing, firefighting, and public safety);

2. Commercial, industrial, and institutional/governmental operations (where water is used for manufacturing and for minimum health and safety allocations for employees and visitors), to maintain jobs and economic base of the community (not for landscape uses);
3. Existing landscaping; and
4. New customers and proposed projects, which were without permits when a shortage is declared.

8.4.5.3 Health and Safety Requirements

Table 8-4A displays per-capita health and safety water requirements. In Stages 1, 2 and 3 shortages, customers may adjust either interior or outdoor water use (or both), to meet voluntary and mandatory water reduction goals.

Table 8-4A: Per Capita Health and Safety Water Quantity Calculations

Table 8-4A: Per-Capita Health and Safety Water Quantity Calculations						
Fixture	Non-Conserving Fixtures		Habit Changes ⁶⁹		Conserving Fixtures ⁷⁰	
Toilets	4 flushes x 3.5 GPF	14.0	3 flush x 3.5 GPF	10.5	4 flush x 1.6 GPF	6.4
Shower	5 min x 3.0 GPM	15.0	4 min x 3.0 GPM	12.0	5 min x 2.0	10.0
Washer	12.0 GPCD	12.0	11.0 GPCD	11.0	10.0 GPCD	10.0
Kitchen	4.0 GPCD	4.0	4.0 GPCD	3.0	4.0 GPCD	3.0
Other	4.0 GPCD	4.0	4.0 GPCD	4.0	4.0 GPCD	4.0
Gallons per person per day		49.0		40.5		33.4
CCF per person per year		24.0		20.0		16.0

However, under Stage 4 and Stage 5 mandatory rationing programs, the City has established a health and safety allotment of 50 GPCD (which translates to 18 billing Units per person per year, each billing Unit being 1,000 U.S. Gallons), because that amount of water is sufficient for essential interior water with no habit or plumbing fixture changes. If customers wish to change water use habits or plumbing fixtures, 50 GPCD is sufficient to provide for limited non-essential (i.e., outdoor) uses. Stage 5 mandatory rationing, which is likely to be declared only as the result of a prolonged water shortage or due to a disaster, would require that customers make changes in their interior water use habits (e.g., not flushing toilets unless “necessary” or taking less frequent showers).

8.4.6 Prohibitions on End Users

The City has prohibitions on end uses related to each stage of the WSCP as shown in Tables 8-1 and 8-2. As previously noted, Table 8-3 also provides an estimate of how the noted demand reduction actions in the

⁶⁹ Reduced shower use results from shorter length of shower and reduced flow. Reduced washer use results from fuller loads

⁷⁰ Fixtures include ULF 1.6 GPF toilets, 2.0 GPM showerheads, faucet aerators and efficient clothes washers

various stages will reduce the overall supply gap. Additionally, the table notes whether there is a penalty, charge, or other enforcement action for violation of the water restriction or prohibition.

8.4.6.1 Landscape Irrigation

Key water savings can be realized from restrictions involving landscape irrigation. Depending on the stage of action identified, the City of El Centro will be enforcing restrictions on irrigation including:

- Lawn and landscape watering restricted to specific days and times
- Runoff from landscape irrigation is prohibited
- Certain types of landscape irrigation are prohibited

8.4.6.2 Commercial, Industrial, and Institutional (CII)

Depending on the stage, CII restrictions include:

- Restaurants may serve water only upon request
- Lodging establishments must offer patrons an opportunity to opt out of linen service

8.4.6.3 Water Features and Swimming Pools

Depending on the water shortage stage, swimming pools are not to be filled.⁷¹

8.4.6.4 Other

Other prohibitions are enforced depending on the stage of action. Table 8-3 includes prohibitions categorized as “other” along with the appropriate action.

8.4.7 Consumption Reduction Methods

The methods used by the City to reduce consumption at each stage of WSCP enforcement are shown in Table 8-3. Additional information on those methods is provided below.

8.4.7.1 Water Allocations

The City of El Centro measures water in thousands of gallons where one Unit equals 1,000 U.S. gallons. Section 8.4.6.3 establishes health and safety allotments of 50 GPCD. Specific water allocations by Stages are as follows:

Stages 2 and 3 Allocations:

The water allocation program for residential customers is based on average residential customer usage in base year 2013 for each month, less the percentage of conservation being required.

For example:

⁷¹ Water features are defined in greater detail in Section 8.11 of this WSCP.

- During the 2015 drought, the percentage reduction for El Centro customers was 20% percent, so the drought allocation was 80 percent of year 2013 average monthly residential usage.

Stages 4 and 5 Allocations

In the event severe water allocations are required, single-family account allocations may be determined as follows: Assuming four persons or less per home, every account would receive 6 billing Units per month (50 GPCD x 4 persons), plus a percentage of their five-year average historic use based on the declared stage.

Percent allocations per declared water shortage stage are as follows: Stage 4: 20%; Stage 5: 10%

For example:

- For an account that used 14 Units per month on average over a 5-year period and the City has declared a Stage 4 shortage:
- $6 \text{ billing Units} + (14 \text{ Units} \times 20\%) = 8.5 \text{ Units per month (rounded down to nearest 0.5)}$.
- Appeals would be available for additional people. For each additional person at a home, the allotment is increased by 1.5 Units per billing period (50 GPCD).

For all stages, Commercial, Industrial, and Institutional would receive a percentage reduction from historical use. The historical use period used to determine the baseline amount may vary based on specific factors. Appeals would be available for increased business, changes in census data or other factors.

Individual customer allotments are based on a five-year period. This gives the City a more accurate view of the usual water needs of each customer and provides additional flexibility in determining allotments and reviewing appeals. However, no allotment may be greater than the amount used in the most recent year of the five-year base period, nor less than the public health and safety amount as determined in Section 8.4.6.3.

The Finance Director will classify each customer and calculate each customer's allotment according to the guidelines set forth in this section of the WSCP. The allotment shall reflect seasonal patterns. Each customer shall be notified of their classification and allotment by mail before the effective date of the Water Shortage Emergency. New customers will be notified at the time their application for service is made. During a disaster, it may not be possible to provide prior notice of allotment. In such an instance, notice will be provided by other means. Any customer may appeal the Finance Director's classification on the basis of use or the allotment on the basis of an incorrect calculation.

8.4.8 Catastrophic Supply Interruption

8.4.8.1 Imperial Irrigation District Emergency Preparedness Plan

During or immediately after any water supply emergency, IID staff implements the Emergency Preparedness Plan. The Emergency Preparedness Plan includes required actions and procedures by IID staff to respond to events that impair water operation of canals, laterals, drains, dams, and other facilities. These responses are not normal operation and maintenance activities. Generally, any occurrence that requires an immediate response is classified as an extreme event or emergency.

The Emergency Preparedness Plan defines the role each responsible employee will play during an emergency. Water Department staff conducts emergency and/or disaster response planning in the Water Control Center. Coordination of staffs with other departments will take place in the General Manager's conference room. All-American Canal River Division staff planning will be centered in the Imperial Dam Control House. Other staffs meet and coordinate actions at designated areas.

Established actions and procedures exist for extreme events and emergencies that endanger operation of the water system. Possible emergencies/extreme events that endanger operation of the water system could include earthquakes, storms, rain, run-off from desert washes, flooding, facility or structure damage, power outages, fire, vehicles in canals, equipment theft/vandalism, or other disaster. The Imperial Irrigation District's water delivery and drainage systems do not totally shut down during an emergency.

The Imperial Irrigation District's water delivery and drainage systems do not totally shut down during an emergency. The Imperial Irrigation District has conducted Emergency Preparedness Exercises in the past. Emergency preparedness exercises will be updated with the development of new emergency preparedness exercises. Water Department staffs trained and participated with the U.S. Department of the Interior Bureau of Reclamation's Tabletop Exercise for emergency preparedness.

The cities in the Imperial Unit have a ten-day storage holding capacity requirement. The Imperial County Office of Emergency Services requires this storage holding capacity for cities (Imperial Irrigation District, 1998, p.22).

IID is considered a special district in the eyes of the state and the federal government. A special district must meet the same requirements as a local city pertaining to emergency preparedness and emergency management. As such, IID is required to go through the appropriate channels regarding mutual aid.

In the event of a natural and or man-made disaster, IID would open its Emergency Operations Center (EOC) located at headquarters in Imperial, California. IID would then notify the Operational Area, which is the Imperial County Office of Emergency Services located in Heber at the Imperial County Fire Department Station #2. If the event called for mutual aid IID, the EOC would request assistance from the OA. If the OA was unable to fulfill this request it would go to the next highest level, which would be the Regional Emergency Operations Center (REOC), located in Los Alamitos.

In the event the REOC was unable to fill the request it would go to the State Operations Center located in Sacramento, which would fill the request or ask for federal assistance from the Federal Emergency Management Agency a subsection of the Federal Department of Homeland Security.

8.4.8.2 City Response to Catastrophic Water Supply Reduction

The City's Emergency Response Plan (ERP), initially prepared in 2000 and updated seven times, was updated most recently by Risk Management Professionals, Inc. in July 2016. The 278-page document addresses all types of emergencies including fires, earthquakes, criminal acts, civil disorder, chemical and other hazardous spills as well as water system contamination and chlorine release. The ERP identifies specific responses to be implemented in each type of emergency and identifies individuals in various City departments and divisions who are responsible for implementing those actions. Water Division staff are specifically tasked with the following responsibilities following an emergency event:

- Act to protect life

- Preserve water in storage
- Where water levels are high enough to threaten liquefaction after a seismic event, pump and store water in surface facilities
- Consider which facilities can be saved and which can be sacrificed
- Isolate those areas that will take the longest to restore and arrange for emergency water distribution
- Establish collection points and ration water
- Place plastic bottles at various locations to serve immediate needs
- Provide trucks with water tanks
- Start reserve pumping facilities
- Identify area that can be served with minimal repairs
- Set priorities for repair
- Plan to restore service area-by-area
- Obtain input from the Emergency Operations Center on essential uses including pipeline condition
- Determine whether imported water remains available

Many of the above actions are specific to the immediate aftermath of a water disaster emergency; however, City Water Division personnel who are already trained in these responses will be better able to respond to water supply emergencies due to drought.

Upon a catastrophic water supply reduction, mandatory provisions to reduce individual urban consumer water use will be placed into effect. During a shortage, the City would increase media attention to the water supply situation and would step up public water education programs, encourage property owners to apply for landscape and interior water use surveys and continue to advertise the importance of customers installing efficient plumbing fixtures.

In the event of extended regional power outages, the City will use standby diesel generators to power critical functions at the water treatment plant. The fuel will be brought in as needed. In this way the residents of El Centro would not lose their supply of potable water.

In the event of an earthquake that damages critical components of the water treatment plant, the City will divert irrigation water into the potable water distribution system. Under this scenario non-potable water would be delivered to City customers and the water would have to be boiled by each customer prior to potable water use. Boil orders would be issued in accordance with directives provided in the City's ERP. Water from the treatment plant could be delivered by diesel powered pumps to the City's distribution system. If the All-American or Central Main Canal is damaged and unable to transmit water, the City will declare a water shortage emergency and will implement the appropriate conservation measures. The City will have approximately ten days of raw water storage to rely on from initiation of the emergency with these conservation measures in place.

8.4.9 Seismic Risk Assessment and Mitigation Plan

As the result of legislation signed into law by former Governor Brown on October 9, 2015, Section 10632.5⁷² of the California Water Code now includes the following language regarding UWMPs:

- (a) *In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.*
- (b) *An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.*
- (c) *An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multihazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multihazard mitigation plan addresses seismic risk.*

Recognizing that conducting a seismic risk assessment can be a lengthy and complex process, Section 10632.5(c) allows water suppliers to comply with the new Water Code requirement by submitting the relevant local hazard mitigation plan or multihazard mitigation plan, if available.

8.4.9.1 Imperial County Multi-Jurisdictional Hazard Mitigation Plan (MHMP)

El Centro is complying with CWC Section 10632.5 by referencing Imperial County's Multi-Jurisdictional Hazard Mitigation Plan Update (MHMP) dated January 2021. This 420-page Plan was adopted by the El Centro City Council on and by the Imperial County Board of Supervisors. Section 5.2 of this report addresses Seismic Risks⁷³. The MHMP Update also addresses Seismic Risks in both Imperial County and El Centro, noting the probability of an earthquake occurring in the City is "Very High" and the likelihood that such an event will be of "High" severity. Several additional quotes extracted from the January 2021 Update are referenced in the paragraphs below.

As noted on page 125 of the report, *"Over the last 100 years, the area has experienced eleven earthquakes of magnitude 6.0 or greater on the Richter scale with the strongest being a magnitude of 7.2 in 2010. The 7.2 earthquake of April 4, 2010 caused extensive damage to the Imperial County Administration Center and its equipment, when the suspended ceiling system collapsed. Had the building been occupied at the time of the earthquake, there is a high likelihood that injuries and/or deaths would have occurred."*

The report also notes (page 125), *"A moderate to severe incident with intense ground shaking in the populated areas of Imperial County could reasonably be expected to cause numerous casualties, extensive property damage, fire, road closures, disruption of rail systems, communication systems (particularly telephone systems), the County's extensive canal system, and utilities. In addition, health hazards would be posed by damaged sewer systems, waste treatment facilities, and the possible contamination of the County's potable water supply. Medical treatment facilities would most likely be overtaxed. Theft and looting would likely occur as well. The resultant disruption of the agricultural community would affect the local economy."*

⁷² Source: [Bill Text - SB-664 Water: urban water management planning. \(ca.gov\)](#)

⁷³ Source: <https://firedept.imperialcounty.org/wp-content/uploads/2019/10/ICMHMP.pdf>

Commenting on a previous significant El Centro earthquake (page 125), the report notes, *“In 1940, an earthquake along the Imperial Fault registered 7.1 on the Richter scale. The epicenter was located east of El Centro. The ground was ruptured for 40 miles from Volcano Lake in Baja California to a point near the City of Imperial. Seven deaths occurred and property loss was in excess of \$5 million. Eighty percent of the buildings in Imperial were destroyed; fifty percent of Brawley’s structures were damaged. Indirect damage to crops was substantial due to the subsequent disruption of drainage and the occurrence of flooding. Horizontal displacement across the completed but unfilled International Canal was 14 feet, 10 inches and the U.S.- Mexico boundary was permanently changed. The Alamo Canal in Baja California was also offset, and a local flood resulted from water spilling out of the broken channel.”*

The October 15, 1979 Imperial Valley Earthquake measuring 6.6 on the Richter Scale, caused damage to IID’s All American Canal, which brings Colorado River water into Imperial County and to El Centro.

With respect to seismic faults, the MHMP notes (pages 136-137) *“There are nine fault zones, primarily northwest-trending, within Imperial County: San Andreas, Imperial, Algodones Sand Dunes, Calipatria, Boundary, Superstition Hills, Superstition Mountain, Laguna Salada, and Elsinore. The most significant fault within the County is the San Andreas, which extends from Mexico into northern California, and the maximum earthquake intensity predicted for this fault is a magnitude 8.3. This fault is located about 28 miles east of the Imperial Fault Zone. Within a few miles to the north of El Centro, there are several faults which have been active historically. Some of these are associated with the recorded 1951 earthquake involving the Superstition Hills fault, a well-documented quake, showing surface faulting.”*

The MHMP (page 140) notes, *“Earthquakes are the principal geologic activity affecting public safety in Imperial County. They are a triggering event which permit the force of gravity to operate and create many secondary hazards from ground shaking, including: (1) differential ground settlement, soil liquefaction, rock and mudslides, ground lurching, and avalanches; (2) ground displacement along the fault; (3) floods from dam and levee failure, and seiches; (4) fires; and (5) the various adverse results of disruption of essential facilities and systems - water, sewer, gas, electricity, transportation, and communication (and notably in Imperial Valley, the irrigation and drainage system).”*

With respect to Risk Assessment, the MHMP concludes (page 142) *“Imperial County is clearly at high risk for a significant earthquake causing catastrophic damage and strains on response and mitigation resources. Both property and human life are at high risk. The County experiences hundreds of minor quakes and tremblers each month from the myriad of faults in the area. As noted above, it is difficult to predict the severity of casualties and property damage that could result from an earthquake. The severity of casualties and property damage depend on the intensity of the earthquake, location of the epicenter to populated areas, and the time of day of the occurrence.”*

8.4.9.2 April 4, 2010 Earthquake Impacts on El Centro’s Water and Wastewater Facilities

The Imperial Valley Press reported the following specific information regarding the impact of the 2010 Easter Sunday earthquake on El Centro’s water and wastewater infrastructure:⁷⁴

⁷⁴ Source: https://www.ivpressonline.com/news/reminders-of-imperial-valleys-2010-easter-earthquake-linger/article_c7ff262a-e4b5-5e65-b866-acd762d65d02.html#:~:text=Aside%20from%20the%20shuttering%20of.Public%20Works%20Director%20Terry%20Hagen.

“Aside from the shuttering of the city’s public library, the city of El Centro sustained significant damage to its water infrastructure. A 5-million gallon water tank on La Brucherie Road suffered a significant amount of damage.

The quake had shut down the old potable water treatment plant located near Eighth Street and Danenberg Road. The emergency prompted the state to grant the city approval to get its new water treatment plant online. What normally may have taken a couple of weeks was able to get approval within 48 hours....

The bolts that had anchored a water tower located near Eighth and Vine streets were also torn loose by the April 4, 2010, quake. It was approved for demolition after officials deemed it in danger of falling atop the nearby condominiums.

The wastewater plant fared a little better and didn’t require a complete shutdown.

All told, an estimated \$5.1 million was spent on repairs to public facilities.... with part of the funding provided by the Federal Emergency Management Agency.”

8.4.9.3 Seismic Risk Assessment Conclusions

El Centro is located in a seismically active region underlain by multiple earthquake faults. Numerous seismic events have occurred over the past century, and it is highly probable such events will continue to occur in future years. Nevertheless, the City of El Centro has promptly replaced water infrastructure damaged during past seismic events and continues to maintain its facilities in good operational conditions.

8.4.9.4 Recent Seismic Analyses and Retrofits

The City has also been proactive in initiating seismic analyses of critical water infrastructure including a recent assessment of the chlorination system at the Water Treatment Plant.⁷⁵ That report was commissioned to evaluate the capacity of the seismic support structures of the chlorination equipment to withstand a major seismic event. The report concluded:

“Overall, the chlorine process and storage equipment, and its structural support systems, were observed to have been designed using good engineering principles. The support configurations include lateral force-resisting structures or anchors to resist lateral forces that would be induced by earthquake forces. At this time there are no recommendations for the chlorine storage and distribution system, and it is considered to meet current CalARP (California Accidental Release Program) seismic requirements. The chlorine system is regarded as capable of withstanding the design level peak seismic ground motion forces for the site with a low risk of release of a regulated substance.”

In addition to the seismic analysis of the WTP Chlorination system, the City also seismically retrofitted its La Brucherie Reservoir following the April 2010 Earthquake. Other than these two facilities, the City has no other specific knowledge suggesting any of its water infrastructure requires structural seismic retrofitting.

⁷⁵ City of El Centro Water Treatment Plant Seismic Assessment prepared by Olweny & Associates as a subconsultant to Risk Management Professionals, Inc., December 2019.

8.5 Communication Protocols

In the event of a water shortage, the City Manager will direct City personnel to provide public education and notices to all water users within the City's service area, advising them of the water supply conditions and required actions.

The City Manager is also authorized to monitor compliance among users, including a review of customer usage records and field observation or any other steps deemed necessary to enforce mandatory water conservation. Violations are subject to criminal, civil, and administrative penalties, and remedies, which are defined under this plan and in the City of El Centro Water Conservation Regulations and Restrictions. The City may penalize those who continue to willfully waste water by using an escalating series of remedies, up to discontinuing water service or installing flow-restricting devices. Remedies, in order of issuance, are:

- Warning letter
- Notice of Violation
- Administrative Citations with penalties of \$100, \$200, and up to \$500
- Referral to the City Attorney and City Manager for civil or criminal prosecution
- Water service restricted or shut off

Water waste violators will receive a Notice of Violation. A Notice of Violation does not carry a monetary penalty. Notices are followed by a site visit from a City code enforcement officer to verify if the issue has been resolved. If the problem has not been corrected, the code enforcement officer can issue an Administrative Citation. Each violation is treated on a per property basis, and not a per incident basis. For example, if a property owner has received Notice of Violation for a broken sprinkler head, the next observed violation on the property can result in an Administrative Citation, even if it is for a different fixture. If the problem persists, the case may be referred to the City Attorney and the offender's water service may be restricted or shut off. Terminating a customer's water service is not taken lightly and would occur only when other enforcement measures have not been effective. The City will consider the following factors as part of a decision regarding appropriate remedies:

- Is a drought response level in effect?
- Have prior enforcement remedies been applied?
- Is the violation affecting public health and safety?
- Is the amount of water being used in violation of adopted standards, restrictions, or prohibitions?
- What is the impact of the violation?

8.6 Compliance and Enforcement

Wasting water is illegal at all times, even when no drought response levels are in effect. Additionally, the City's Water Conservation Regulations and Restrictions prohibit all water waste. The regulations define violations of both the permanent water conservation measures and mandatory conservation measures for Drought Response Stages 1 through 5.

As noted in Section 8.5, violations are subject to criminal, civil, and administrative penalties, and remedies, including administrative citations ranging from \$100 to \$500 as defined under this plan and in the City of El Centro's Water Conservation Regulations and Restrictions. Suspected violators will be notified in accordance with the protocol set forth in Section 8.5 of this WSCP. Additional penalties or charges associated with a violation of the WSCP under a given stage of enforcement are shown in Table 8-4B.

Table 8-4B: WSCP Penalties and Charges

Table 8-4B: WSCP Penalties and Charges	
Penalty or Charges	Stage When Penalty Takes Effect
25% Rate Increase	3
50% Rate Increase	4
100% Rate Increase	5
Penalty for Excess Use (1% surcharge for each 1% over allocation)	2
Penalty for Excess Use (2% surcharge for each 1% over allocation)	3
Penalty for Excess Use (3% surcharge for each 1% over allocation)	4
Penalty for Excess Use (4% surcharge for each 1% over allocation)	5

8.7 Legal Authorities

California Water Code Section 10632(a)(7)⁷⁶ requires the City to provide:

- A. A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions that may include, but is not limited to, statutory authorities, ordinances, resolutions, and contract provisions.
- B. A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1 of the CWC.
- C. A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.

8.7.1 Legal Authority to Regulate a Municipal Water Utility

Section 28-10 of the El Centro Municipal Code⁷⁷ provides the City Council with the legal authority and administrative power to regulate its municipal water utility service through the following codification:

⁷⁶ Source: https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=WAT§ionNum=10632

⁷⁷ For a full reading of the City's Water Code including its water conservation provisions, please refer to: https://library.municode.com/ca/el_centro/codes/code_of_ordinances?nodeId=CHCOTA_CH28WA

“The city council reserves the right and power to, and may from time to time by resolution adopt rules and regulations for the operation and maintenance of the water department of the city, and for furnishing water to users; and by resolution may establish and modify from time to time the rates, charges, deposits, and collections including penalties and procedures all relating to the installation, maintenance and termination of water service; and may from time to time by resolution prescribe rules for the extension of water mains within the boundaries and outside the boundaries of the city.”

8.7.2 Legal Authority to Implement Water Shortage Response Actions

Chapter 28, Article III of the City’s Municipal Code, Water Conservation Regulations and Restrictions, Sections 28-50 through 28-59 provide the City Council with the authority to establish water conservation regulations and restrictions during times of drought or other water emergencies. Specifically, Section 28-51 states:

“The water department shall monitor and evaluate the projected supply and demand for water by its customers and any state proclamations regarding drought conditions. In the event of a water shortage and/or statewide drought, the water department shall recommend that the council make a determination, by resolution, that a water shortage exists and that the appropriate water conservation plan shall take effect, as provided in this article. The city council may discontinue any stage or may implement another stage as necessary. Upon a finding by the city council that a water shortage no longer exists, any water shortage stage then in effect shall terminate.”

Additionally, the City’s legal authority to enforce water shortage response actions comes from Section 1009 of the Water Code. More specifically, Water Code Sections 370-374⁷⁸ deal with allocation-based pricing and Water Code Sections 375-378⁷⁹ deal with water conservation. Any supplier of water in this state for municipal use, including the state, or any city, county, city and county, district, individual, partnership, corporation, or any other entity, may undertake a water conservation program to reduce water use and may require, as a condition of new service, that reasonable water-saving devices and water reclamation devices be installed to reduce water use.

8.7.3 Legal Authority to Declare a Water Shortage Emergency

Section 28-51 of the Municipal Code (referenced above) also allows the City Council to determine in conjunction with State drought proclamations, that a water shortage exists and implement an appropriate stage of its water conservation plan, thus complying with the Water Shortage Emergency provisions of California Water Code, Chapter 3 (commencing with Section 350) of Division 1.⁸⁰

⁷⁸ Source: https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=WAT&division=1.&title=&part=&chapter=3.4.&article=

⁷⁹ Source: https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=WAT&division=1.&title=&part=&chapter=3.5.&article=

⁸⁰ Source: [Law section \(ca.gov\)](https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=WAT&division=1.&title=&part=&chapter=3.5.&article=)

8.8 Financial Consequences of WSCP Activation

8.8.1.1 Drought Rate Structure and Surcharges

Drought Rate increases will be necessary during a prolonged water shortage. As described in this WSCP, a Stage 2 shortage will be accompanied by a 20% reduction in water deliveries while Stages 3, 4 and 5 shortages will be accompanied by 30%, 40% and 50% (or greater) reductions, respectively. When a Water Shortage Emergency is declared, the supply shortage will trigger the appropriate Rationing Stage and rate increase. All surplus revenues the City collects are currently used to fund the Rate Stabilization Fund, conservation, and other capital improvements. The City has estimated projected ranges of water sales by shortage stage to better understand the impact each level of shortage will have on projected revenues and expenditures by each shortage stage. Based on that analysis, the water conservation penalties and charges set forth in Table 8-2 A were established.

In anticipation of reduced sales after a declared shortage ends, the City's rates will be set for one year at 115% of the pre-shortage rates. Any excess revenues collected, which result from this rate adjustment will be redirected to the Rate Stabilization Fund.

8.8.1.2 Use of Financial Reserves

To mitigate the financial impacts of a water shortage, the City has established an Emergency Fund. The goal is to maintain the fund at 75% of normal annual water department revenue. This fund will be used to stabilize rates during periods of water shortages or disasters affecting the water supply. The City will not have to increase rates as much or as often during a prolonged or severe shortage with this fund in place.

8.8.1.3 Other Measures

One measure used to help overcome revenue and expenditure impacts is implementing a decrease in capital expenditures. This will result in an increase in savings to the General Fund, but it could also cause a delay of system rehabilitation and a decrease the quality of future system facilities.

Another proposed measure to overcome revenue and expenditure impacts is decreasing O&M expenditures. This will provide increased savings to the General Fund but may also result in less staff available to respond to emergencies and reduced maintenance frequency of system facilities.

8.9 Monitoring and Reporting

8.9.1 Reporting Protocol

Under normal water supply conditions, potable water production figures are recorded daily. Totals are reported weekly to the Water Treatment Facility Supervisor. Totals are reported monthly to the Public Works Director and incorporated into the water supply report.

During a Stage 1 Water Conservation Declaration, daily production figures are reported on a monthly basis to the Supervisor and compared against targets. During Stage 2 water shortage, daily production figures are reported to the Supervisor. The Supervisor compares the monthly production to the target monthly production to verify the reduction goal is being met. Monthly reports are forwarded to the Finance Director

to implement appropriate actions and the Water Shortage Response Team (Department heads and City Manager). Reports are sent to the City Council as needed; however, for catastrophic water failures, reporting frequency will be increased as needed for adequate response. If reduction goals are not met, the Manager will notify the City Council so corrective action can be taken.

During a Stage 3 water shortage, daily production figures are reported to the Supervisor. The Supervisor compares the weekly production to the target weekly production to verify the reduction goal is being met. Weekly reports are forwarded to the Finance Director and the Water Shortage Response Team. Monthly reports are sent to the City Council; however, for catastrophic water failures, reporting frequency will be increased as needed for adequate response. If reduction goals are not met, the Manager will notify the City Council so corrective action can be taken. During a Stage 4 or Stage 5 water shortage, the procedure listed above will be followed, with the addition of a daily production report to the City Manager.

During emergency shortages, production figures are reported to the Supervisor hourly and to the Manager and the Water Shortage Response Team daily. Daily reports will also be provided to the City Council and the Imperial County Office of Emergency Services.

8.9.2 Determining Water Shortage Reductions

The City uses meters to monitor the effectiveness of each stage of action or drought response level. The City meters both water supplies entering the distribution system, and water consumed by individual customers. The City can compare this meter data with usage in prior months and during non-drought years to determine if it is achieving specific percentage reduction goals for water consumption associated with the drought response levels. If the goals are not being met, the City can implement additional consumption reduction methods. The City is also required to report total monthly production to the SWRCB in compliance with California Executive Orders B-29-15 and B-36-15.

The City is also in the process of completing the replacement of all existing water meters with smart meters which will allow real-time tracking of individual water service consumption and allow customers to better track their own usage and savings (this project is currently about 95% complete).

8.10 WSCP Refinement Procedures

The WSCP is a dynamic document prepared and implemented as an adaptive management plan. Based on the monitoring and reporting program presented in Section 8.9, the City will evaluate the need to revise its WSCP. The WSCP will be refined as needed to ensure the shortage response actions are effective and produce the desired results. If potential refinements or new actions are identified, the City will evaluate their effectiveness and incorporate them into the WSCP, if deemed appropriate. The action will be identified and implemented at the appropriate water shortage level. Refinements to the WSCP will be presented by the Water Division Manager and to the City Council for approval and adoption, including any necessary additions or revisions to the Municipal Code.

8.11 Special Water Feature Distinction

8.11.1 Water Code Definition of Water Features

Section 10632(10)(b) of the CWC⁸¹ defines water features as follows:

“For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.”

8.11.2 Health and Safety Code Water Feature Provisions

Section 115921(a) of the California Health and Safety Code⁸² includes the following defining language:

“Swimming pool” or “pool” means any structure intended for swimming or recreational bathing that contains water over 18 inches deep. “Swimming pool” includes in-ground and aboveground structures and includes, but is not limited to, hot tubs, spas, portable spas, and nonportable wading pools.”

Depending on the City of El Centro Water Conservation Stage, decorative ponds, fountains, and other waterscape features are not to be filled or replenished. Fountain pumps should remain off to minimize evaporation.

⁸¹ Source: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WAT§ionNum=10632

⁸² Source: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=115921.&lawCode=HSC

9 DEMAND MANAGEMENT MEASURES

The goal of the Demand Management Measures (DMM) section is to provide a comprehensive description of the water conservation programs that a supplier has implemented, is currently implementing, or plans to implement to meet its urban water use reduction targets. The reporting requirements for DMM was significantly modified and streamlined in 2014 by Assembly Bill 2067. For a retail agency such as the City, the requirements changed from having 14 specific measures to six more general requirements plus an “other” category, as set forth in CWC Sections 10631(e)(1)(A) and (B) which reads:⁸³

CWC 10631(e)(1)

- (A) The narrative shall describe the water demand management measure that the supplier plans to implement to achieve its water use targets pursuant to 0608.20.*
- (B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:*
 - i. Water waste prevention ordinances.*
 - ii. Metering.*
 - iii. Conservation pricing.*
 - iv. Public education and outreach.*
 - v. Programs to assess and manage distribution system real loss.*
 - vi. Water conservation program coordination and staffing support.*
 - vii. Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.*

9.1 Water Waste Prevention Ordinances

In response to the 2014-2015 drought, the El Centro City Council adopted Resolution 14-78 on July 29, 2014 approving Water Conservation Measures in compliance with SWRCB 2014-38. This Resolution established prohibitions on a series of wasteful water uses and established fines varying from warnings to \$500/day for first through fifth violation offenses.

On June 16, 2015, the City Council passed Resolution No. 15-55 repealing Resolution No. 14-78, which no longer met new regulations specified in SWRCB Water Conservation Resolution No. 2015-0032. The new Resolution declared a Water Shortage existed and implemented a Level 2 Water Conservation Plan.

On the same day Resolution 14-78 was repealed and replaced with Resolution 15-55, the City Council also adopted Ordinance No. 15-07 establishing Water Conservation Regulations and Restrictions and Levels of Water Conservation Plans, which became effective immediately. Ordinance No. 15-07 amended Chapter 28 of the El Centro Municipal Code by adding Article III entitled “Water Conservation Regulations and Restrictions.” Newly adopted Section 28-50 of the City Code stated:

⁸³ Source: https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=WAT§ionNum=10631

“It is hereby resolved by the City Council that in order to conserve the City’s water supply for the greatest public benefit and to reduce the quantity of water used by the City’s customers, wasteful use of water should be eliminated. It shall be unlawful for any person, firm, partnership, association, corporation, political entity (including the city) or any other water department customer to use water in a manner inconsistent with this regulation.”

On February 21, 2017, the City Council adopted Ordinance No. 17-01 repealing in its entirety SECTION 1, Chapter 28, Article III, Sections 28-50 through 28-55 of the El Centro City Code and readopted revised and updated language relating to Water Conservation and Water Shortage Contingency Rules and Regulations. Ordinance No. 17-01 also established provisions for prohibitions against water waste and water supply shortage contingency implementation plans. The new Ordinance established five Stages of Water Reduction Plans, ranging from voluntary measures in Stage 1 to a series of increasingly stricter mandatory prohibition measures in Stages 2 through 5. The provisions and water conservation measures to be implemented in response to each shortage phase are described in Section 8 of this UWMP. A copy of Ordinance No. 17-01 is included in Appendix C.

9.2 Metering

The City of El Centro is fully metered as required by Chapter 28 (Water), Article I, Section 28-1 of the Municipal Code.⁸⁴ Generally, meters older than 10 years are inspected and replaced if necessary. The City reads the meters and bills customers monthly based on the volume of water used, the size of the meter and the type of connection. The City keeps records of the historical usage, meter size and type of connection.

In 2016, the City began replacing old existing water meters at their current in-service location with an AMR/AMI (Automatic Meter Reading/Advanced Metering Infrastructure) system. This replacement program has improved the City’s operational efficiency through improved customer service and allows for the early identification of water leaks thus resulting in a more reliable supply.

This replacement program provides the following benefits:

- Improved customer service
- Improved data collection and billing accuracy
- Reduced customer complaints
- Improved billing with real-time data
- Early identification of customer water leaks
- Reduction in theft of service
- A customer information system website
- Remote shut-off and turn-on of service for late-payment
- Cost savings in meter reading

⁸⁴ Source: https://library.municode.com/ca/el_centro/codes/code_of_ordinances?nodeId=CHCOTA_CH28WA

- Improved staff monitoring of citywide water consumption

9.3 Conservation Pricing

The City encourages its residents and businesses to implement voluntary water conservation practices as described in Section 28-50 of the Municipal Code. Examples of good water conservation practices regarding irrigation watering hours, water runoff, car washing, cleaning driveways and sidewalks, and use of water features are also posted on the City's website.⁸⁵

The City does not have a tiered rate structure (sometimes also referred to as a water conservation rate structure) whereby customers are charged higher unit rates for increasing levels (or tiers) of usage. However, by encouraging customers to employ good water conservation practices, the City is in essence offering a form of conservation pricing because using less water translates directly into lower monthly water bills.

As noted in Chapter 8, during a Stage 3, 4 or 5 Water Shortage, the City will implement 25%, 50% and 100% penalties on top of basic water charges. Additionally, the City will levy a surcharge 1%, 2%, 3% or 4% for each 1% over a customer's allotted water allocation during Stages 2, 3, 4 and 5, respectively. Taken as a whole, these charges represent Water Conservation Pricing during a drought emergency.

9.4 Public Education and Outreach

9.4.1 City Programs

The City has traditionally participated in various education and outreach programs to inform the public of water conservation goals and methods. Traditionally, the City promotes water conservation through its participation in the following activities:

- Offering rebates on water conserving plumbing fixtures
- Communicating water usage information via water bills (e.g., comparing a customer's water with that of other similar customers)
- Issuing water conservation related press releases
- Publishing newspaper articles relating to the benefits of water conservation
- Incorporating water conservation news into City Newsletters
- Posting informative water conservation information on the City's website (refer to the "Save Our Water" link cited in the previous footnote)
- Using social media and other online tools to promote water conservation
- Providing school education programs
- Staffing information booths at fairs and public events

⁸⁵ Source: <http://www.cityofelcentro.org/pworks/index.asp?m=1&page=66&subpage=24>

9.4.2 Regional Programs

IID is the Regional Water Purveyor for Imperial County. In recognition of the importance of water conservation to the region, IID Board of Directors established a Water Conservation Advisory Board (WCAB)⁸⁶ in July 1979. The WCAB was created to provide information and input related to water use efficiencies, for both system and on-farm water management practices, to the IID Board of Directors and the public. The WCAB consists of a total of 15 water users, three from each division, who are appointed by the five IID Directors. Additionally, IID provides grants to the water purveyors they serve for water conservation projects such as pipeline replacement and leak detection. IID additionally maintains a detailed Water Conservation page on its website.

The Water Conservation page cites the following specific activities, which comprise important elements of IID's overall water conservation program:

- Water Apportionment – IID manages its Colorado River water supply through its Equitable Distribution Plan (EDP), which provides an annual apportionment framework for agricultural water users. The EDP is intended to promote the equitable distribution of available water supplies, support long-term resource management, and encourage efficient water use throughout the Imperial Valley. Under the EDP, agricultural water users receive annual water apportionments and may utilize approved transfer and conservation mechanisms to help manage water supplies while maintaining operational flexibility. The EDP was most recently revised and adopted by the IID Board of Directors on July 26, 2023
- Fallowing and On-Farm Conservation Programs – IID implements a variety of voluntary agricultural conservation programs that reduce consumptive use while providing operational flexibility to participating growers. These programs have included farm unit fallowing, deficit irrigation, and on-farm efficiency improvements designed to conserve Colorado River water. Conserved water generated through these programs may be used to support water transfer obligations, Colorado River system conservation efforts, or other water management objectives authorized under applicable agreements. Conservation program participation and water savings vary from year to year based on water supply conditions, funding availability, and program requirements.
- System Conservation – IID continues to implement system conservation measures that improve the efficiency, reliability, and operational flexibility of its water delivery system. These efforts include canal and distribution system improvements, operational enhancements, automation, water measurement technologies, and projects designed to reduce operational losses and improve water management. System conservation projects remain an important component of IID's overall conservation program and contribute to regional efforts to improve Colorado River water supply reliability
- The All-American Canal Lining Project – The All-American Canal Lining Project is a major long-term conservation project that reduces canal seepage losses and generates conserved water for use within Southern California. Through this project, approximately 67,700 acre-feet of water are conserved annually, thereby improving the reliability of Colorado River water supplies and contributing to regional conservation objectives

⁸⁶ Information on the WCAB is available on IID's website: <https://www.iid.com/government/water-conservation-advisory-board>

- IID-MWD Water Conservation Agreement – IID and the Metropolitan Water District of Southern California (MWD) continue to implement the water conservation agreement originally executed in 1988 and subsequently amended. Under this program, MWD funds specific water conservation projects within IID's water delivery system in exchange for conserved water generated by those projects. The agreement currently provides for the transfer of approximately 105,000 acre-feet of conserved water annually and remains an important component of IID's long-term water conservation portfolio.

And lastly, IID also provides water conservation tips on its California Drought Information page to the seven cities it serves (including El Centro) in Imperial County.⁸⁷

9.5 Programs to Assess and Manage Distribution System Real Loss

The City provides routine and planned system maintenance to prevent system water losses. As previously noted, the City's AMR/AMI installation program allows better management of the production, storage, and distribution of water. This replacement program also assists the City in substantially decreasing non-revenue water by detecting water loss both in the distribution network and at customer endpoints. Additionally, the City has identified pipeline replacement projects in the City of El Centro 2026 Water Master Plan Update totaling 5.5 miles.

9.6 Water Conservation Program Coordination and Staffing Support

The City's water conservation efforts are being coordinated through the stormwater program, which is being administered by the Environmental Compliance Division of the Public Works Department and headed by a staff Environmental Specialist.

9.7 Other Demand Management Measures Implemented Over the Past Five Years

In addition to the previously referenced AMR/AMI meter program, the City has also repaired pipelines and other water system appurtenances over the past five years, as required to limit system leakage and to allow for the collection of more accurate water usage data.

⁸⁷ Source: <https://www.iid.com/water/ca-drought-information>

10 PLAN ADOPTION, SUBMITTAL, AND IMPLEMENTATION

Recognizing that close coordination among other relevant public agencies is key to the success of its UWMP, the City worked closely with IID, its wholesaler, in the development and updating of this planning document. The City also encouraged public involvement by holding a public hearing for residents to learn and ask questions about their water supply.

This section provides the information required in Article 3 of the Water Code related to adoption and implementation of the UWMP. Table 2-4 A, included in Chapter 2 of this UWMP, summarized external coordination and outreach activities carried out by the City and the corresponding levels of participation by those parties. A copy of the UWMP checklist, which was used to confirm compliance with the Water Code, is provided in **Appendix A**.

10.1 Inclusion of All 2025 Data

All water usage and planning data referenced in this report for the current year is for the calendar year beginning on January 1, 2025 and ending on December 31, 2025.

10.2 Notice of Public Hearing

Table 10-1 provides information on the notification process used by the City to inform its own internal staff as well as the Imperial Irrigation District and Imperial County of the preparation of this UWMP and the date of the public hearing. Please note the City of El Centro does not serve water to any other cities outside its jurisdictional boundaries.

Notification of the public hearing was also provided to the public via two separate notices published in the Imperial Valley Press on **August 18, 2026 and August 25, 2026**. A copy of the proof of publication is included in Appendix D. A copy of the Final Draft of El Centro's 2025 UWMP was also posted on the City's website.

Table 10-1 Retail: Notification to Cities and Counties

Table 10-1 Retail: Notification to Cities and Counties		
City Name	60 Day Notice	Notice of Public Hearing
El Centro	Yes	Yes
Imperial Irrigation District	Yes	Yes
County Name	60 Day Notice	Notice of Public Hearing
Imperial County	Yes	Yes

10.3 Public Hearing and Adoption

A public hearing was held in the City of El Centro Council Chambers on **September 1, 2026** at the City Council meeting, which began at 6:00 p.m. At the conclusion of that public hearing, the City Council adopted this UWMP along with the WSCP by Resolution **No. 26-XX**. A copy of the Resolution is included in Appendix E.

10.4 Plan Submittal

Following its adoption, the 2025 UWMP, including its accompanying WSCP, will be submitted electronically to DWR through the WUE Data Portal. A copy of all required DWR Tables included in this UWMP (all tables not having a letter designation) is also included in Appendix B.

A CD containing a digital copy of the 2025 UWMP and WSCP will also be submitted to the California State Library, Imperial County, and the Imperial Irrigation District within 30 days of the date of adoption.

10.5 Public Availability

The 2025 UWMP and WSCP will be posted on the City's website and made available to the public within 30 days of the date of adoption.

10.6 Amending an Adopted UWMP or WSCP

Should the City amend this adopted UWMP and/or WSCP, it will follow each of the steps for notification, public hearing, adoption, and submittal referenced in this Chapter.

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CITY OF EL CENTRO

2025 UWMP

APPENDICES

APPENDIX A

UWMP Checklist

Retail (x = required)	Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	1	Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction and overview	N/A	Section 1.1
x	1	Chapter 1	10630.5	Each plan shall include a simple description of the Supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a Supplier may also choose to include a simple description at the beginning of each chapter.	Plan preparation	N/A	Section 1.2
x	2.1	Section 2.1	10620(b)	Every person that becomes a Supplier shall adopt UWMP within one year after it has become a Supplier.	Plan preparation	N/A	Section 2.1
x	2.5	Section 2.5	10644	Supplier shall report the Public Water Systems number, volume of delivered water, and number of connections that are included in this UWMP.	Plan preparation	2-1	Section 2.1
x	2.5	Section 2.5	10644	Supplier shall report if this UWMP is an individual UWMP and whether the Supplier belongs to a regional UWMP or regional alliance.	Plan preparation	2-2	Section 2.2
x	2.5	Section 2.5	10644	Supplier shall report whether the data is in fiscal or calendar years and the units of measure used for reporting water volumes.	Plan preparation	2-3	Section 2.3
x	2.4	Section 2.4	10642	Provide supporting documentation that the Supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan preparation	N/A	Section 2.4
x	2.4	Section 2.4.2	10620(d)(3)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other Suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan preparation	N/A	Section 2.4
x	2.4	Section 2.4.1	10631(h)	Retail Suppliers will include documentation that they have provided their Wholesale Supplier(s)—if any—with water use projections from that source.	Plan preparation	2-4	Section 2.4
x	3	Chapter 3.0	10631(a)	Describe the Supplier service area.	System description	N/A	Sections 3.1 and 3.2
x	3.3	Section 3.3	10631(a)	Describe the climate of the Supplier's service area.	System description	N/A	Section 3.3
x	3.4	Section 3.4.1	10631(a)	Provide the current and projected service area populations for 2030, 2035, 2040, 2045 and optionally 2050.	System description	3-1	Section 3.4
x	3.4	Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the Supplier's water management planning.	System description	N/A	Section 3.4
x	3.5	Section 3.5	10631(a)	Describe the land uses within the service area... include the current and projected land uses within the existing or anticipated service area affecting the Supplier's water management planning. Describe the land uses within the service area.	System description and baselines	N/A	Section 3.4
x	4.2	Sections 4.2.3 and 4.2.4	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System water use	4-1 and 4-2	Chapter 4
x	4.3	Section 4.3.1	10631(d)(3)(A)	Report the distribution system water loss for each of the five years preceding the plan update.	System water use	4-2 and 4-5	Section 4.4
x	4.3	Section 4.3.2	10631(d)(3)(C)	Retail Suppliers shall provide data to show the distribution loss standards were met.	System water use	4-2 and 4-5	Section 4.4
x	4.2	Section 4.2.5.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the Supplier.	System water use	4-2	Section 4.3
x	4.2	Section 4.2.5.3	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	System water use	4-4	Section 4.3
x	4.2	Section 4.2.5.3	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System water use	4-2	Section 4.3
x	4.2	Section 4.2.5.3	10631(d)(4)(B)(ii)	To the extent that a Supplier reports the information described in subparagraph (A), an urban water Supplier shall... Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.	System water use	4-4	Sections 4.3 and 9.1
x	4.2	Section 4.2.5.6	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	System water use	N/A	Sections 4.6 and 7.4
x	5.2	Section 5.2	10608.4	Retail Suppliers shall report on their compliance in meeting their water use targets. Reporting requirements will vary depending on whether the Supplier: - Was considered an urban retail water supplier in 2020, - Met its 2020 target in 2020, or - Was part of a merger or consolidation since 2020. Chapter 5 Subsections 5.2.1, 5.2.2, and 5.2.3 address each of these situations.	Baselines and targets	5-1	Chapter 5
x	6.1	Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System supplies	N/A	N/A
x	6.1	Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change.	System supplies	7-1	Chapters 6 and 7
x	6.2	Section 6.2.2	10631(b)(4)(C)	Indicate whether groundwater is an existing or planned source of water available to the Supplier. If groundwater is identified as an existing or planned source of water... (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	Water supplies and recycled water	6-1	Section 6.3
x	6.2	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the Supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System supplies	N/A	N/A
x	6.2	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System supplies	N/A	Section 6.3
x	6.2	Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the Supplier has the legal right to pump.	System supplies	N/A	N/A
x	6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins... (include) information as to whether DWR has identified the basin as a high or medium-priority basin in the most current official departmental bulletin.	Water supplies and recycled water	N/A	N/A
x	6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins... describe efforts by the Supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Water supplies and recycled water	N/A	N/A
x	6.2	Section 6.2.2.	10631(b)(4)(C)	If groundwater is identified as an existing or planned source of water... (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	System supplies	N/A	N/A
x	6.2	Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System supplies	6-1	N/A
x	6.1	Section 6.1	10631(b)	Identify and quantify the existing and planned sources of water available for 2025, 2030, 2035, 2040, 2045 and optionally 2050.	System supplies	6-8 and 6-9	Section 6.10
x	6.2	Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System supplies	N/A	Section 6.8
x	6.2	Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the Supplier's service area with quantified amount of collection and treatment and the disposal methods.	System supplies (recycled water)	6-2 and 6-3	Section 6.6
x	6.2	Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System supplies (recycled water)	6-3	Section 6.6
x	6.2	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the Supplier's service area.	System supplies (recycled water)	6-4	Section 6.6
x	6.2	Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System supplies (recycled water)	6-4	Section 6.6

Retail (x = required)	Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	6.2	Section 6.2.5	10633(e)	Describe the projected use of recycled water within the Supplier's service area at the end of 5, 10, 15, and 20 years, and describe the actual use of recycled water in comparison to uses previously projected.	System supplies (recycled water)	6-4 and 6-5	N/A
x	6.2	Section 6.2.5	10633(f)	Describe the actions that may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System supplies (recycled water)	6-6	Section 6.6
x	6.2	Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the Supplier's service area.	System supplies (recycled water)	N/A	Section 6.6
x	6.2	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System supplies	6-8DS	Section 6.7
x	6.2	Section 6.2.10	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water Supplier to address water supply reliability in average, single-dry, and for a period of drought lasting five consecutive water years.	System supplies	6-7	Section 6.9
x	6.3	Section 6.3 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a Supplier can readily obtain.	System supplies, energy intensity	O-1A, O-1B, O-1C, and O-2	Section 6.11
x	7.1	Section 7.1	10634	Provide information on the quality of existing sources of water available to the Supplier and the manner in which water quality affects water management strategies and supply reliability.	Water supply reliability assessment	N/A	Chapters 6 and 7
x	7.2	Section 7.2	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the Supplier with the total projected water use over the next 20 years.	Water supply reliability assessment	7-2, 7-3, 7-4, and 7-5	Chapter 7
x	7.2	Section 7.2.3	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water supply reliability assessment	N/A	Chapters 6 and 7
x	7.3	Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water supply reliability assessment	7-5	Section 7.4
x	7.3	Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive years.	Water supply reliability assessment	N/A	Section 7.4
x	7.3	Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water supply reliability assessment	N/A	Sections 7.3 and 7.4
x	7.3	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the Supplier with the total projected water use for the drought period.	Water supply reliability assessment	7-4 and 7-5	Sections 7.3 and 7.4
x	7.3	Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water supply reliability assessment	N/A	Chapter 7
x	8	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water shortage contingency planning	N/A	Chapter 8
x	8	Chapter 8	10632(a)(1)	Provide an analysis of water supply reliability (from Guidebook Chapter 7) in the WSCP.	Water shortage contingency planning	N/A	Section 8.1
x	8.2	Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the Supplier will use each year to determine its water reliability.	Water shortage contingency planning	N/A	Section 8.2
x	8.2	Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the Supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water shortage contingency planning	N/A	Section 8.2
x	8.3	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10%, 20%, 30%, 40%, 50% shortage, and greater than 50% shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water shortage contingency planning	8-1	Section 8.3
x	8.3	Section 8.3	10632(a)(3)(B)	Suppliers with an existing WSCP that uses different water shortage levels must cross reference their categories with the six standard categories.	Water shortage contingency planning	8-1	Section 8.3
x	8.4	Section 8.4	10632(a)(4)(A)	Suppliers with WSCPs that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water shortage contingency planning	8-2	Section 8.4
x	8.4	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water shortage contingency planning	8-3	Section 8.4
x	8.4	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water shortage contingency planning	8-2	Section 8.4
x	8.4	Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to State-mandated prohibitions are appropriate to local conditions.	Water shortage contingency planning	Table 8-3	Section 8.4
x	8.4	Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water shortage contingency planning	8-2 and 8-3	Section 8.4
x	8.4	Section 8.4.6	10632.5	The UWMP shall include a seismic risk assessment and mitigation plan.	Water shortage contingency plan	N/A	Section 8.4.10
x	8.5	Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water shortage contingency planning	N/A	Section 8.5
x	8.5	Section 8.5	10632(a)(5)(B), 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water shortage contingency planning	N/A	Section 8.5
x	8.6	Section 8.6	10632(a)(6)	Retail Supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water shortage contingency planning	N/A	Section 8.6
x	8.7	Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the Supplier to enforce shortage response actions.	Water shortage contingency planning	N/A	Section 8.7
x	8.7	Section 8.7	10632(a)(7)(B)	Provide a statement that the Supplier will declare a water shortage emergency per Water Code Chapter 3, <i>Water Shortage Emergencies</i> .	Water shortage contingency planning	N/A	Section 8.7
x	8.7	Section 8.7	10632(a)(7)(C)	Provide a statement that the Supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water shortage contingency planning	N/A	Section 8.7
x	8.8	Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	N/A	Section 8.8
x	8.8	Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with shortage response actions.	Water shortage contingency planning	N/A	Section 8.8
x	8.8	Section 8.8	10632(a)(8)(C)	Retail Suppliers must describe the cost of compliance with Water Code Chapter 3.3, <i>Excessive Residential Water Use During Drought</i> .	Water shortage contingency planning	N/A	Section 8.8
x	8.9	Section 8.9	10632(a)(9)	Retail Suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data are collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water shortage contingency planning	N/A	Section 8.9
x	8.10	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the WSCP to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water shortage contingency planning	N/A	Section 8.10
x	8.11	Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water shortage contingency planning	N/A	Section 8.11
x	8.12	Section 8.12	10632(c)	Make available the WSCP to customers and any city or county where it provides water within 30 days after adoption of the plan.	Water shortage contingency planning	N/A	Sections 8.12 and 10.5

Retail (x = required)	Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	9.1	Sections 9.1	10631(e)(1)	Retail Suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand management measures	N/A	Chapter 9
N/A	9.2	Sections 9.2	10631(e)(2)	Wholesale Suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and Supplier assistance program.	Demand management measures	N/A	N/A
x	10	Chapter 10	10608.26(a)	Retail Suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan adoption, submittal, and implementation	N/A	Section 10.2
x	10.2	Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the Supplier provides water that the Supplier will be reviewing the UWMP and considering amendments or changes to the plan.	Plan adoption, submittal, and implementation	10-1	Section 10.2
x	10.4	Section 10.4	10621(f)	Each urban water Supplier shall update and submit its 2025 plan to DWR by July 1, 2026.	Plan adoption, submittal, and implementation	N/A	Section 10.2
x	10.2	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the Supplier made the UWMP and WSCP available for public inspection, published notice of the public hearing, and held a public hearing about the UWMP and WSCP.	Plan adoption, submittal, and implementation	N/A	Sections 10.2 and 10.3 and Appendix D
x	10.2	Section 10.2.2	10642	The Supplier is to provide the time and place of the hearing to any city or county within which the Supplier provides water.	Plan adoption, submittal, and implementation	10-1	Section 10.2
x	10.3	Section 10.3.2	10642	Provide supporting documentation that the UWMP and WSCP has been adopted as prepared or modified.	Plan adoption, submittal, and implementation	N/A	Section 10.3 and Appendix D
x	10.4	Section 10.4	10644(a)	Provide supporting documentation that the Supplier has submitted their UWMP to the California State Library.	Plan adoption, submittal, and implementation	N/A	Section 10.4
x	10.4	Section 10.4	10644(a)(1)	Provide supporting documentation that the Supplier has submitted their UWMP to any city or county within which the Supplier provides water no later than 30 days after adoption.	Plan adoption, submittal, and implementation	N/A	Section 10.4
x	10.4	Sections 10.4.1 and 10.4.2	10644(a)(2)	The UWMP, or amendments to the UWMP, submitted to DWR shall be submitted electronically.	Plan adoption, submittal, and implementation	N/A	Section 10.4
x	10.7	Section 10.7.2	10644(b)	If revised, submit a copy of the WSCP to DWR within 30 days of adoption.	Plan adoption, submittal, and implementation	N/A	Section 10.6
x	10.5	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its UWMP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	N/A	Section 10.5
x	10.5	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its WSCP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	N/A	Sections 8.12 and 10.5
x	10.6	Section 10.6	10621(c)	If Supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Plan adoption, submittal, and implementation	N/A	N/A

APPENDIX B

Standardized Tables

Submittal Table 2-1 Retail: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
Add additional rows as needed			
CA1310004	City of El Centro	10,149	7,970
Total		10,149	7,970
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.			
NOTES: Volume of water is in AF			

Submittal Table 2-2: Plan Identification		
Select One	Type of Plan	Name of Regional Alliance or RUWMP (Drop Down List)
☒	Individual UWMP	
	If Water Supplier is also a member of a SB X7-7 Regional Alliance, select name from the drop-down.	
☐	Regional Urban Water Management Plan (RUWMP)	
	If Supplier selected RUWMP, select name from the drop-down.	
NOTES:		

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
☐	Supplier is a wholesale supplier
☒	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
☒	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
Units of measure used in UWMP (Select from the drop down list).	
Unit	AF
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES: 	

Submittal Table 2-4 Retail: Water Supplier Information Exchange Water Code Section 10631(h)
--

The retail Supplier has informed the following wholesale supplier(s) of projected water use.
--

Wholesale Water Supplier Name

Add additional rows as needed

Imperial Irrigation District

NOTES:

Submittal Table 3-1 Retail: Population - Current and Projected Water Code Section 10631(a)						
Population Served	2025	2030	2035	2040	2045	2050(opt)
	46,029	46,350	47,600	48,700	49,800	50,900
NOTES: Population projections provided to the City of El Centro by the Southern California Association of Government's (SCAG)						

Submittal Table 4-1 Retail: Total Uses for Potable and Non-Potable Water — Actual
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	2025 Actual Water Use	
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		Potable or Non-Potable (OPTIONAL) Drop down list	Volume (AF)
Add additional rows as needed			
Single Family		Potable	3,464
Multi-Family		Potable	1,021
Commercial		Potable	854
Institutional/Governmental		Potable	457
Industrial		Potable	1
Landscape	Includes Park Lands	Potable	677
Other (optional)	Firewater	Potable	7
Distribution System Water Loss		Potable	1,489
Subtotal Potable			7970
Subtotal Non-Potable			0
Total			7,970
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.			
NOTES:			

Submittal Table 4-2 Retail: Total Uses for Potable, and Non-Potable Water — Projected
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	Projected Water Use (Report To the Extent that Records are Available)					
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		Potable or Non-Potable (OPTIONAL) Drop down list	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 opt (AF)
Add additional rows as needed.							
Single Family		Potable	3,480	3,536	3,592	3,744	3,896
Multi-Family		Potable	1,026	1,042	1,059	1,104	1,148
Commercial		Potable	860	883	904	924	944
Institutional/Governmental		Potable	460	473	484	494	507
Industrial		Potable	1	1	1	1	1
Landscape	Includes Parklands	Potable	682	700	716	732	749
Other (optional)	Firewater	Potable	0	0	0	0	0
Distribution System Water Loss		Potable	1,007	1,027	1,045	1,083	1,121
Subtotal Potable			7,516	7,662	7,801	8,082	8,366
Subtotal Non-Potable			0	0	0	0	0
Total			7,516	7,662	7,801	8,082	8,366
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.							
NOTES:							

Submittal Table 4-3 Retail: Inclusion in Water Use Projections Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)	
Are Future Water Savings Included in Projections? Drop down list (y/n)	Yes
If "Yes" to above, state the section or page number , in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found. Optional Suppliers may complete Optional Submittal Table 4-4 R to quantify the expected savings.	Section 4.3 and Chapter 9
Are Lower Income Residential Demands Included In Projections? Drop down list (y/n)	Yes
Optional If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found.	Section 4.5 (page 4-10)
DWR NOTES: Additional guidance is provided in Appendix K.	
NOTES:	

Optional Submittal Table 4-4 Retail: Passive Water Savings Projections
Water Code Section 10631(d)(4)(A)

Description (Codes, Standards, Ordinances, or Plans)	Passive savings				
	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 opt (AF)
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.					
NOTES:					

Submittal Table 4-5 Retail: Water Loss Audit Reporting Water Code Section 10631(d)(3)(A)		
Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
Report submittal status for all five years for each Public Water System as available. Add rows as needed		
CA1310004	2020	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes
NOTES: Water Loss Audit Reports may be found on the WUEdata Portal at the following link: https://wuedata.water.ca.gov/awwa_plans		

Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard
Water Code Section 10631(d)(3)(C)

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss Audit		Real Water Loss Per Unit per Day	State Water Board Standard		Most Recent AWWA Water Loss Audit		Apparent Water Loss Per Unit per Day
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss Drop down list	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)		2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	
Add additional rows as needed.											
CA1310004	Yes	14.9	Gallons per Service Connection per Day (GPSCD)	10056	1101	97.7	9.1	Gallons per Service Connection per Day (GPSCD)	10056	239	21.2
								Gallons per Service Connection per Day (GPSCD)			
								Gallons per Service Connection per Day (GPSCD)			
Water Board's Calculated Water Loss Standards											
DWR NOTES: Units of measure (AF, CCF, MG) for Water Loss MUST remain consistent with units reported in Submittal Table 2-3. The units reported in Submittal Table 2-3 are used in this table's calculations.											
NOTES: Data from 2024 Water Loss Audit											

Submittal Table 5-1 Retail: SB X7-7 2020 Target Progress
Water Code Section 10608.40

☐	Check the box if the Supplier was not an Urban Water Supplier during or before the 2020 UWMP reporting cycle. Proceed to the next table.					
Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target? Drop down list	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	Only for suppliers that did not meet the Target in 2020 See DWR NOTES below.	
					Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	198	148	Yes		NA
DWR NOTES: Suppliers calculating a 2025 GPCD will need to complete and submit SB X 7-7 Compliance Tables to verify the use of SB X7-7 Methodologies. Suppliers that were part of a merger or consolidation since 2020 see Chapter 5 and Appendix P for guidance. NA=Not Applicable						
NOTES: 						

Submittal Table 6-1 Retail: Groundwater Volume Pumped Water Code Section 10631(4) and 10631(4)(c)							
☒	Check the box if the Supplier does not pump groundwater. Proceed to the next table.						
☐	Check the box if all or part of the groundwater described below is desalinated. (OPTIONAL)						
Groundwater Type Drop Down List May use each category multiple times	Potable or Non-Potable (OPTIONAL) Drop down list	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Add additional rows as needed							
Total			0	0	0	0	0
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.							
NOTES 							

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area
Water Code Section 10633(a)

☐	Check the box if there is no wastewater collection system. Proceed to the next table.			
	Percentage of 2025 service area served by wastewater collection system (OPTIONAL)			
	Percentage of 2025 service area population served by wastewater collection system (OPTIONAL)			
Wastewater Collection			Recipient of Collected Wastewater	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? OPTIONAL Drop Down List	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)	Name of Wastewater Treatment Plant (WWTP) and Place ID Number Drop down list	Is WWTP Located Within UWMP Area? Drop Down List
Add additional rows as needed				
City of El Centro	Metered	3,994	El Centro City WWTP, Place ID 222407	Yes
Total Wastewater Received from UWMP Service Area in 2025:		3,994		
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.				
NOTES:				

Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within UWMP Service Area														
Water Code Section 10633(b)														
☐	Check the box if no wastewater is treated or disposed of within the UWMP service area. Proceed to the next table.													
Wastewater Treatment Plant Name and Place ID Number Drop down list	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL) Drop down list	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	2025 Outcomes of Treated Wastewater										
				Water Recycled Within UWMP Service Area (enter data as applicable)		Water Recycled Outside of UWMP Service Area (enter data as applicable)		Effluent Discharge that is not a Permitted Recycled Water Use (enter data as applicable)		Required Discharge for Instream Flow (enter data as applicable)		Delivered to Another Entity for Additional Treatment (enter data as applicable)		
				Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Name of other entity
Add additional rows as needed														
El Centro City WWTP, Place ID 222407	No	3994	3,994					Secondary, Disinfected - 23	3,994					
Total		3,994	3,994		0		0		3,994		0		0	
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. IPR: Indirect Potable Reuse would have the treatment level of its end use requirement in the Level of Treatment drop-down. Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.														
NOTES:														

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area										
Water Code Section 10633 (c),(d),(e)										
☒		Check box if recycled water is not used and is not planned for use within the service area of the supplier. The supplier will only complete the column on "Potential Recycled Water Use" and submit an accompanying narrative on the feasibility of that potential recycled water use.								
Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :										
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :										
Volume of Supplemental Water Added in 2025 (OPTIONAL) :										
Source of 2025 Supplemental Water (OPTIONAL) :										
Use Type Drop down list	Potable or Non-Potable (after treatment if treated) (OPTIONAL) Drop down list	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)	Potential Recycled Water Use	
									Volume	Narrative page number (OPTIONAL)
Add additional rows as needed										
										Page 6-21 (Section 6.6.2)
Subtotal Potable			0	0	0	0	0	0	0	
Subtotal Non-Potable			0	0	0	0	0	0	0	
Total			0	0	0	0	0	0	0	
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table. Potential recycled water use: a description of the feasibility of these uses must be included in the narrative. Multiple Producers: If you have multiple recycled water producers, submit a separate table for each.										
NOTES:										

**Submittal Table 6-5 Retail: 2020 UWMP Recycled Water Use Projection
Compared to 2025 Actual
Water Code Section 10633(e)**



Check the box if recycled water was not used in 2025 nor previously projected for use in 2020.
Proceed to the next table.

Use Type Drop Down list	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Add additional rows as needed		
Total	0	0
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3 Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.		
NOTES:		

Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use Water Code Section 10633(f)

☐	Check the box if the Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
Page 6-21 (Section 6.6.2)	Provide page location of narrative in the UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Add additional rows as needed			
Total (AF)			0
Unit Conversion to AF			0
DWR NOTES: Units of measure (AF, CCF, MG) MUST remain consistent with units reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. The unit conversion to Acre Feet addresses the Water Code's requirement that this value be provided in acre-feet.			
NOTES:			

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs
Water Code Section 10631(f)

☒	Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Proceed to the next table.						
☐	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.						
Page 6-23 (Section 6.9)	Provide page location of narrative in the UWMP						
Name of Future Projects or Programs	Joint Project with other suppliers?		Additional Description (as needed)	Potable or Non-Potable (after treatment if treated) (OPTIONAL) Drop Down list	Planned Implementation Year	Planned for Use in Year Type Drop Down List	Expected Increase in Water Supply to Supplier (This may be a range) (AF)
	Drop Down List (yes/no)	If Yes, Supplier Name					
Add additional rows as needed							
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3.							
NOTES: 							

Submittal Table 6-8 Retail: Water Supplies — Actual Water Code Section 10631(b)				
Water Supply	Additional Description (as needed)	2025		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool		Potable or Non-Potable (after treatment if treated) (OPTIONAL) Drop Down list	Actual Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed				
Purchased or Imported Water	Imperial Irrigation District - Raw Colorado River Water	Potable	7,970	
Subtotal Potable			7,970	0
Subtotal Non-Potable			0	0
Total			7,970	0
DWR NOTES:				
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.				
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.				
NOTES: IID supplies non-potable water that is treated at the City's WTP. Volume of supply shown is water supplied into distribution from the City's WTP.				

Optional Table 6-8DS: Source Water Desalination by Urban Water Supplier

☒	Check the box if the Supplier does not reduce salinity in either groundwater or surface water prior to distribution.										
Desalination Facility Drop Down list	Plant Capacity	Intake Type Drop down list	Source Water Type Drop down list	Influent TDS	Brine Discharge Drop down list	Volume of Water Desalinated					Name(s) of Agencies that Receive this Water
						2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)	
Add additional rows as needed											
Total						0	0	0	0	0	
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the units of measure reported in Submittal Table 2-3.											
NOTES:											

Submittal Table 6-9 Retail: Water Supplies — Projected
Water Code Section 10631 (b)

Water Supply		Additional Detail on Water Supply	Potable or Non-Potable (after treatment if treated) (OPTIONAL) Drop Down list	Projected Water Supply (Report to the Extent Practicable)									
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	2030			2035		2040		2045		2050 (opt)			
	Reasonably Available Volume (AF)			Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	
Add additional rows as needed													
Purchased or Imported Water	Imperial Irrigation District	Potable	7,516		7,662		7,801		8,082		8,366		
Subtotal Potable			7,516	0	7,662	0	7,801	0	8,082	0	8,366	0	
Subtotal Non-Potable			0	0	0	0	0	0	0	0	0	0	
Total			7,516	0	7,662	0	7,801	0	8,082	0	8,366	0	
DWR NOTES:													
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.													
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.													
NOTES: IID has indicated full reliability to meet demands. Imported supply is set equal to projected demand given 100% reliability from IID. Additional supply is available, as needed, to meet City demands.													

Optional Submittal Table O-1A: Recommended Energy Reporting - SINGLE DELIVERY PRODUCT - WATER SUPPLY PROCESS APPROACH										
Water Delivery Product drop down list (If delivering more than one type of product recommend using Table O-1C)		Only for Water Delivery Products Under the Urban Water Supplier's Operational Control								
Start Date of Reporting Period		Water Management Process							Non-Consequential Hydropower (if applicable)	
End Date of Reporting Period										
Is upstream embedded energy included in the values reported?										
		Units for Water Volume	Extract and Divert	Place into Storage	Conveyance	Treatment	Distribution	Total Utility See DWR NOTES	Hydropower	Net Utility
Volume of Water Entering Process										0
Energy Consumed (kWh)	N/A							0		0
Energy Intensity (kWh/vol. converted to MG)	N/A		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
DWR NOTES: Total Utility: The volume of water entered in the "Total Utility" column should equal the volume of water entering the distribution system (excluding recycled water); in most cases, this is the total volume calculated in UWMP Table 4-1: 2025 Actual Total Uses for Potable and Non-Potable Water. Note if recycled water is included in your Submittal Table 4-1, you must exclude it from your volume in this table.										

Optional Submittal Table O-1B: Recommended Energy Reporting - SINGLE DELIVERY PRODUCT - TOTAL UTILITY APPROACH

Water Delivery Product drop down list (If delivering more than one type of product recommend using Table O-1C)		Only for Water Delivery Products Under the Urban Water Supplier's Operational Control		
Start Date of Reporting Period	1/1/2025	Sum of All Water Management Processes	Non-Consequential Hydropower	
End Date of Reporting Period	12/31/2025			
Is upstream embedded energy in the values reported?	No	Total Utility See DWR NOTES	Hydropower	Net Utility
Units of Measure for Water	AF			
Volume of Water Entering Process		7,970		7,970
Energy Consumed (kWh)		9,047		9,047
Energy Intensity (kWh/vol. converted to MG)		3	-	3

DWR NOTES:

Total Utility: The volume of water entered in the "Total Utility" column should equal the volume of water entering the distribution system (excluding recycled water); in most cases, this is the total volume calculated in UWMP Table 4-1: 2025 Actual Total Uses for Potable and Non-Potable Water. Note if recycled water is included in your Submittal Table 4-1, you must exclude it from your volume in this table.

Optional Submittal Table O-1C: Recommended Energy Reporting - MULTIPLE WATER DELIVERY PRODUCTS - WATER PROCESS APPROACH									
Start Date of Reporting Period		Only for Water Delivery Products Under the Urban Water Supplier's Operational Control							
End Date of Reporting Period									
Is upstream embedded energy in the values reported?		Water Management Processes						Non-Consequential Hydropower (if applicable)	
Units of Measure for Water									
		Extract and Divert	Place into Storage	Conveyance	Treatment	Distribution	Total Utility See DWR NOTES	Hydropower	Net Utility
Total Volume of Water Entering Each Process for All Product Types									N/A
Retail Potable Deliveries (%)							Enter in Column C of table below		
Retail Non-Potable Deliveries (%)									
Wholesale Potable Deliveries(%)									
Wholesale Non-Potable Deliveries (%)									
Agricultural Deliveries (%)									
Environmental Deliveries (%)									
Other (%)									
Total Percentage [must equal 100%]		0%	0%	0%	0%	0%	N/A	0%	N/A
Total Energy Consumed by Each Process for All Product Types (kWh)							0		0
Energy Intensity (kWh/vol. converted to MG)		0.0	0.0	0.0	0.0	0.0	N/A	0.0	N/A
DWR NOTES: The volume of water entered in the “Total Utility” column should equal the volume of water entering the distribution system (excluding recycled water); in most cases, this is the total volume calculated in UWMP Table 4-1: 2025 Actual Total Uses for Potable and Non-Potable Water. Note if recycled water is included in your Submittal Table 4-1, you must exclude it from your volume in this table.									

Optional Submittal Table O-2: Recommended Energy Reporting - WASTEWATER AND RECYCLED WATER					
Start Date of Reporting Period		Only for Water Delivery Products Under the Urban Water Supplier's Operational Control			
End Date of Reporting Period					
Is upstream embedded energy in the values reported?		Water Management Process			
Units of Measure for Water		Collection / Conveyance	Treatment	Discharge / Distribution	Total
Volume of Wastewater Entering Process (volume units selected above)					0
Wastewater Energy Consumed (kWh)					0
Wastewater Energy Intensity (kWh/volume converted to MG)		0.0	0.0	0.0	0.0
Volume of Recycled Water Entering Process (volume units selected above)					0
Recycled Water Energy Consumed (kWh)					0
Recycled Water Energy Intensity (kWh/volume converted to MG)		0.0	0.0	0.0	0.0

Quantity of Self-Generated Renewable Energy related to recycled water and wastewater operations

kWh

Data Quality (drop down)

Data Quality Narrative:

Narrative:

NOTES:

Optional Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)

Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	Available Supplies if Year Type Repeats		
		☐ Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location: [insert location from UWMP]	Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
			Volume Available (AF)	% of Average Supply
			Average Year	2008
Single-Dry Year	2006		109%	
Consecutive Dry Years 1st Year	2000		105%	
Consecutive Dry Years 2nd Year	2001		103%	
Consecutive Dry Years 3rd Year	2002		105%	
Consecutive Dry Years 4th Year	2003		103%	
Consecutive Dry Years 5th Year	2004		105%	

DWR NOTES: Supplier may use multiple versions of Submittal Table 7-1 R if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Submittal Table 7-1 R, in the "Note" section of each submittal table, state that multiple versions of Submittal Table 7-1 R are being used and identify the particular water source that is being reported in each submittal table.

Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table reports the units of measure reported in Submittal Table 2-3.

NOTES: The City receives its water supply from IID with no restrictions on the amount needed. As such, dry years do not impact the City's supply. Dry year supply is set equal to dry year demand based on historical use.

Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison
Water Code Section 10635 (a)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals (autofill from Submittal Table 6-9 R)	7,516	7,662	7,801	8,082	8,366
Use totals (autofill from Submittal Table 4-2 R)	7,516	7,662	7,801	8,082	8,366
Surplus/(shortfall)	0	0	0	0	0

OPTIONAL Planned WSCP Actions

WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					

DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.

NOTES:

**Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison
Water Code Section 10635(a)**

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals	8,193	8,351	8,504	8,809	9,119
Use totals	8,193	8,351	8,504	8,809	9,119
Surplus/(shortfall)	0	0	0	0	0
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES					

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison
Water Code Section 10635(a)

		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
First year	Supply totals	7,892	8,045	8,191	8,486	8,784
	Use totals	7,892	8,045	8,191	8,486	8,784
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Second year	Supply totals	7,742	7,892	8,035	8,324	8,617
	Use totals	7,742	7,892	8,035	8,324	8,617
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Third year	Supply totals	7,892	8,045	8,191	8,486	8,784
	Use totals	7,892	8,045	8,191	8,486	8,784
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fourth year	Supply totals	7,742	7,892	8,035	8,324	8,617
	Use totals	7,742	7,892	8,035	8,324	8,617
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fifth year	Supply totals	7,892	8,045	8,191	8,486	8,784
	Use totals	7,892	8,045	8,191	8,486	8,784
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.

NOTES:

**Submittal Table 7-5 Retail: Five-Year Drought Risk Assessment
Water Code Section 10635(b)(3)**

2026	Total
Total Water Use (AF)	8,273
Total Supplies (AF)	8,273
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2027	Total
Total Water Use (AF)	8,022
Total Supplies (AF)	8,022
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2028	Total
Total Water Use (AF)	8,083
Total Supplies (AF)	8,083
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2029	Total
Total Water Use (AF)	7,835
Total Supplies (AF)	7,835
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2030	Total
Total Water Use (AF)	7,892
Total Supplies (AF)	7,892
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels
Water Code Section 10632(a)(3)(B)



Check the box if the Supplier uses the Standard six levels of water shortage.
 Proceed to the next table.

Standard Shortage Levels	Percent Shortage Range	Suppliers Shortage Levels	Percent Shortage Range
1	Up to 10%	1	Up to 10%
2	Up to 20%	2	10 - 20%
3	Up to 30%	3	20 - 30%
4	Up to 40%	4	30 - 50%
5	Up to 50%	4	30 - 50%
6	>50%	5	Greater than or equal to 50%

NOTES:

Submittal Table 8-2 Retail: Supply Augmentation and Other Actions
Water Code Section 10632(a)(4)(A),(C) and (E)

Yes	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier Drop down list These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	
Add additional rows as needed				
1	Expand Public Information Campaign	Percentage	3	
2	Improve Customer Billing	Percentage	1	
2	Implement or Modify Drought Rate Structure or Surcharge	Percentage	1	
3	Implement or Modify Drought Rate Structure or Surcharge	Percentage	6	Includes 25% rate increase
4	Implement or Modify Drought Rate Structure or Surcharge	Percentage	2	Includes 50% rate increase
5	Implement or Modify Drought Rate Structure or Surcharge	Percentage	5	Includes 100% rate increase
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.				
NOTES:				

Submittal Table 8-3 Retail: Demand Reduction Actions					
Water Code Section 10632(a)(4)(B),(D), and (E)					
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions Drop down list These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? <i>For Retail Suppliers Only</i> Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
Add additional rows as needed					
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Percentage	1		Yes
1	CII - Lodging establishment must offer opt out of linen service	Percentage	1		Yes
1	CII - Restaurants may only serve water upon request	Percentage	1		Yes
1	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	1	Must use recycled or recirculated water.	Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	2		Yes
1	Other - Require automatic shut of hoses	Percentage	1		Yes
1	Other - Prohibit use of potable water for washing hard surfaces	Percentage	2		Yes
1	Expand Public Info Campaign	Percentage	3		Yes
2	Landscape - Limit landscape irrigation to specific times	Percentage	1	Watering only allowed <10 a.m. or >6 p.m.	Yes
2	Landscape - Limit landscape irrigation to specific days	Percentage	1	3 days/wd from June 1 to September 15; 2 days/wk the rest of the year.	Yes
2	Other - Prohibit use of potable water for construction and dust control	Percentage	1		Yes
2	Other	Percentage	1	Implement water allocations based on average 2013 usage minus conservation savings	Yes
2	Improve Customer Billing	Percentage	1		Yes
2	Provide Rebates on Plumbing Fixtures and Devices	Percentage	1		Yes
2	Provide Rebates for Landscape Irrigation Efficiency	Percentage	1		Yes
2	Provide Rebates for Turf Replacement	Percentage	1		Yes
2	Decrease Line Flushing	Percentage	1		Yes
2	Increase Water Waste Patrols	Percentage	1		Yes
2	Implement or Modify Drought Rate Structure or Surcharge	Percentage	1		Yes
3	Other water feature or swimming pool restriction	Percentage	2		Yes
3	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Percentage	2		Yes
3	Implement or Modify Drought Rate Structure or Surcharge	Percentage	6	25% rate increase	Yes
4	Landscape - Prohibit all landscape irrigation	Percentage	5		Yes
4	Other	Percentage	1	No issuance of new construction meters	Yes
4	Moratorium or Net Zero Demand Increase on New Connections	Percentage	2	50% rate increase and penalties for excessive use	Yes
4	Other	Percentage	2	50% Rate Increase and Higher Stage 4 penalties for excessive use	Yes
5	Other	Percentage	5	Higher Stage 5 penalties for excessive use	Yes
5	Other	Percentage	5	Revise Water Allocations and Rate Structure as Needed Including 100% rate increase	Yes
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES:					

**Submittal Table 10-1 Retail: Notification to Cities and Counties
Water Code Section 10621(b) and 10642**

City Name	60 Day Notice Drop Down (yes/no)	Notice of Public Hearing Drop Down (yes/no)
Add additional rows as needed		
El Centro	Yes	Yes
Imperial Irrigation District	Yes	Yes
County Name Drop Down List	60 Day Notice Drop Down (yes/no)	Notice of Public Hearing Drop Down (yes/no)
Add additional rows as needed		
Imperial County	Yes	Yes
NOTES:		

APPENDIX C

City of El Centro Water Conservation Ordinance No. 17-01

ORDINANCE 17- 01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AMENDING CHAPTER 28 ARTICLE III OF THE CITY CODE REGARDING WATER CONSERVATION REGULATIONS AND RESTRICTIONS.

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

SECTION 1. Chapter 28, Article III, Sections 28-50 through Section 28-55 of the City of El Centro City Code are hereby repealed in their entirety and readopted to read as follows:
Sec. 28-50. - Generally.

It is hereby resolved by the City Council that in order to conserve the City's water supply for the greatest public benefit and to reduce the quantity of water used by the City's customers, wasteful use of water should be eliminated. It shall be unlawful for any person, firm, partnership, association, corporation, political entity (including the City) or any other water department customer to use water in a manner inconsistent with this regulation.

No customer shall waste water. As used herein, the term "waste" means:

- (1) Use of potable water to irrigate turf, ground-cover, shrubbery, crops, vegetation, and trees in such a manner as to result in runoff for more than two (2) minutes;
- (2) Use of potable water in outdoor landscapes in a manner that causes runoff to non-irrigated areas, public walkways, roadways, parking lots, structures or an adjacent property;
- (3) Allowing potable water to escape from breaks within a customer's plumbing system for more than twenty-four (24) hours after the customer is notified or discovers the break;
- (4) The use of running water to wash vehicles shall be prohibited, except to wash such vehicles at commercial or fleet vehicle washing facilities using water recycling equipment. The use of buckets and stop nozzles on hoses, for rinsing only, shall be permitted; and
- (5) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

Sec. 28-51. - Water conservation plan implementation.

The water department shall monitor and evaluate the projected supply and demand for water by its customers and any state proclamations regarding drought conditions. In the event of a water shortage and/or statewide drought, the water department shall recommend that the council make a determination, by resolution, that a water shortage exists and that the appropriate water conservation plan shall take effect, as provided in this article. The City Council may discontinue any stage or may implement another stage as necessary. Upon a finding by the City Council that a water shortage no longer exists, any water shortage stage then in effect shall terminate.

Sec. 28-52. - Water conservation plans.

(a) STAGE 1 WATER CONSERVATION PLAN.

Under a stage 1 water conservation plan, in addition to those restrictions set forth in section 28-50 above, the following prohibitions and restrictions on a customer's use of potable water shall apply:

- (1) Potable water may not be applied to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots or structures.

- (2) A hose that dispenses potable water may not be used to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device that causes it to cease dispensing water immediately when not in use
- (3) Potable water may not be applied to hardscapes, driveways, parking lots and walkways except, to protect public health and safety.
- (4) Potable water may not be used in a fountain or other decorative water feature, except where the water is part of a recirculating system.
- (5) Potable water may not be used for outdoor irrigation during and forty-eight (48) hours following measurable precipitation.
- (6) No restaurant, hotel, café, cafeteria or other public place where food is sold, served or offered for sale shall serve drinking water to any customer unless requested.
- (7) Potable water may not be used to irrigate ornamental turf on public street medians.
- (8) Potable water may not be used to irrigate landscapes of new homes and buildings in a manner inconsistent with the requirements of the California Building Standards Commission and the Department of Housing and Community Development.
- (9) Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. Each hotel or motel shall prominently display notice of this option in each bathroom, using clear and understandable language.
- (10) Customers shall be notified by the City in the event the customer has a leak that is within the customer's control.

(b) STAGE 2 WATER CONSERVATION PLAN

Under a stage 2 water conservation plan, in addition to the restrictions set forth in section 28-52(a) above, the following actions are mandatory:

- (1) Landscape/turf irrigation shall only be permitted between 6:00 p.m. and 10:00 a.m.
- (2) Residential and commercial turf/lawn watering days are restricted to three (3) days per week from June 1 through September 15.
 - (a) Properties located west of Eighth Street shall be permitted to water on Monday, Wednesday and Friday.
 - (b) Properties located east of Eighth Street shall be permitted to water on Tuesday, Thursday and Saturday.
 - (c) Adding water time to compensate for lost days is prohibited.
- (3) Residential and commercial turf/lawn watering days are restricted to two (2) days per week from September 16 through May 31.
 - (a) Properties located west of Eighth Street shall be permitted to water on Monday and Friday.
 - (b) Properties located east of Eighth Street shall be permitted to water on Tuesday and Saturday.
 - (c) Adding water time to compensate for lost days is prohibited.
- (4) Outdoor irrigation of commercial, industrial and institutional facilities shall be restricted to the same watering days as residential irrigation and limited to between the hours of 6:00 p.m. and 10:00 a.m., according to a schedule determined by City staff following consultation with the customer. A commercial, industrial or institutional customer may implement an alternative water use reduction plan that achieves reductions in water use equivalent to those expected from the restrictions prescribed herein, if approved in advance by the director.
- (5) City parks and schools shall comply with the restrictions in subsection (b)(4) of this section.
- (6) Potable water may not be used for construction, compaction, dust control, street or parking lot sweeping or building wash down where non-potable water is sufficient.

- (7) City customers are encouraged not to empty and refill swimming pools from June 1 through October 31 unless necessary to address a health or safety emergency.
- (8) City will establish water allocation in accordance with the City's Water Shortage Contingency Plan for Stage 2 and corresponding drought penalty over the allocation.

(c) **STAGE 3 WATER CONSERVATION PLAN**

Under a stage 3 water conservation plans, in addition to the restrictions set forth in section 28-52 above, the following actions are mandatory:

- (1) Water features such as fountains are not to be filled or replenished.
- (2) Vehicle washing is prohibited, except at facilities using recycled or recirculated water.
- (3) City will implement flow restrictors for wasters program.
- (4) City will establish water allocation in accordance with the City's Water Shortage Contingency Plan for Stage 3 and corresponding drought penalty over the allocation.
- (5) City will implement Drought Rate Structure in accordance to the City's Water Shortage Contingency Plan Stage 3.

(d) **STAGE 4 WATER CONSERVATION PLAN**

Under a stage 4 water conservation plan, in addition to the restrictions set forth in section 28-52 above, the following actions are mandatory:

- (1) Lawns are not to be watered
- (2) New construction meters will not be issued
- (3) City will establish water allocation in accordance with the City's Water Shortage Contingency Plan for Stage 4 and corresponding drought penalty over the allocation.
- (4) City will implement Drought Rate Structure in accordance to the City's Water Shortage Contingency Plan Stage 4.

(e) **STAGE 5 WATER CONSERVATION PLAN**

Under a stage 5 water conservation plan, in addition to the restrictions set forth in section 28-52 above, the following actions are mandatory:

- (1) City will establish water allocation in accordance with the City's Water Shortage Contingency Plan for Stage 5 and corresponding drought penalty over the allocation.
- (2) City will implement Drought Rate Structure in accordance to the City's Water Shortage Contingency Plan Stage 5.

Sec. 28-53. – intentionally blank

Sec. 28-54. - Water allocation.

It shall be unlawful to violate customer water rationing regulations, including regulations intended to preclude excessive water usage and specifying maximum water usage limitations.

Sec. 28-55. - Administrative enforcement.

- (a) **Penalties.** The purpose of the administrative penalties assessed pursuant to this section is to assure future compliance with the provisions of this article by the customer who was cited through the imposition of penalties so as to create a meaningful disincentive to commit future violations of the provisions of this article. In acknowledgment of the fact that the City's water

is a scarce and irreplaceable commodity and that this article is intended to equitably distribute that commodity among water department customers and to assure that, to the extent feasible, City water is conserved and used only for purposes deemed necessary for public health and safety, the penalty schedule herein prescribed is not to be construed as creating a "water pricing" structure pursuant to which customers may elect to pay for additional water at significantly higher rates. To this end, a customer's repeated violation of this article shall result in either the installation of a flow restriction device at the customer's cost or disconnection of the customer's property from the City's water service system.

- (b) The enforcement agency and enforcement official may exercise any enforcement powers as provided in El Centro City Code chapter 18, articles X and XI, as may be necessary to effectively implement and enforce this article.
- (c) Any person, firm, partnership, association, corporation, political entity or other water department customer violating any provision of this article may be assessed an administrative citation by the City.
- (d) Administrative penalties for failure to comply with the water conservation regulations and restrictions set forth in this article are as follows:
 - (1) *Warning Notice:* Written warning notice of violation and opportunity to correct violation.
 - (2) *First Citation:* Offense within the preceding twelve (12) calendar months is punishable by administrative citation not to exceed one hundred dollars (\$100.00)
 - (3) *Second Citation:* Offense within the preceding twelve (12) calendar months is punishable by administrative citation not to exceed two hundred dollars (\$200.00)
 - (4) *Third and Subsequent Citations:* Offense within the preceding twelve (12) calendar months is punishable by administrative citation not to exceed one hundred dollars (\$500.00)
 - (5) *Commercial/industrial/institutional customers:* Administrative citations shall be double the amounts set forth in this section.
 - (6) *Discontinuing service:* In addition to any citations and the installation of a water flow restrictor, the director may disconnect a customer's water service for willful violations of mandatory restrictions and regulations in this article. Upon disconnection of water service, a written notice shall be served upon the customer which shall state the time, place, and general description of the prohibited or restricted activity and the method by which reconnection can be made.
- (e) Appeals and hearings shall be provided per El Centro City Code chapter 18, article XI

SECTION 2. The City Council hereby designates the Office of the City Attorney to prepare a summary of this Ordinance and said summary shall be published and a certified copy of the full text of this Ordinance shall be posted in the Office of the City Clerk at least five (5) days prior to the City Council meeting at which this Ordinance is to be adopted.

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

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INTRODUCED at a regular meeting of the City Council of the City of El Centro California, held on the 7th day of Feb. , 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the 21st day of Feb. , 2017.

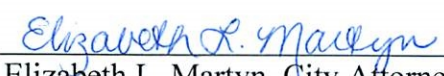
CITY OF EL CENTRO

By: 
Alex Cardenas, Mayor

ATTEST:

By: 
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

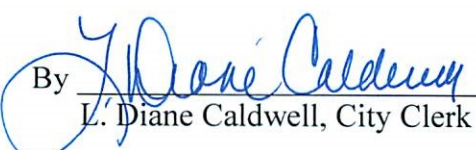
By: 
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, L. Diane Caldwell, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Ordinance No. 17- 01 had its first reading on Feb. 7, 2017, and had its second reading on Feb. 21, 2017, and was passed by the following vote:

AYES: Jackson, Silva, Cardenas, Viegas-Walker, Garcia
NOES: None
ABSENT: None
ABSTAINED: None

AYES: Jackson, Silva, Cardenas, Viegas-Walker, Garcia
NOES: None
ABSENT: None
ABSTAINED: None

By: 
L. Diane Caldwell, City Clerk

APPENDIX D

Proof of Publication Notice for Public Hearing

APPENDIX E

Resolution No. 26-XX

Adopting 2025 UWMP and WSCP

APPENDIX F

Water Loss Audit Reports



AWWA Free Water Audit Software: Reporting Worksheet

WAS v5.0
American Water Works Association

? Click to access definition
+ Click to add a comment

Water Audit Report for: **City of El Centro (CA1310004)**
Reporting Year: **2020** **1/2020 - 12/2020**

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

WATER SUPPLIED

Volume from own sources: 3 2,461.344 MG/Yr + ?
Water imported: n/a 0.000 MG/Yr + ?
Water exported: n/a 0.000 MG/Yr + ?

Master Meter and Supply Error Adjustments

Pcnt: 8 0.00% Value: MG/Yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: **2,461.344** MG/Yr

AUTHORIZED CONSUMPTION

Billed metered: 5 2,315.408 MG/Yr
Billed unmetered: n/a 0.000 MG/Yr
Unbilled metered: n/a 0.000 MG/Yr
Unbilled unmetered: 5 3.692 MG/Yr

Click here: ?
for help using option

Pcnt: Value: MG/Yr

Use buttons to select
percentage of water
supplied
OR
value

Pcnt: 0.25% Value: MG/Yr

1.00%
 0.25%

AUTHORIZED CONSUMPTION: **2,319.100** MG/Yr

WATER LOSSES (Water Supplied - Authorized Consumption)

142.244 MG/Yr

Apparent Losses

Unauthorized consumption: 6.153 MG/Yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies: 1 23.388 MG/Yr
Systematic data handling errors: 5.789 MG/Yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: **35.330** MG/Yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: **106.914** MG/Yr

WATER LOSSES: **142.244** MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: **145.936** MG/Yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains: 6 120.0 miles
Number of active AND inactive service connections: 5 10,056
Service connection density: 84 conn./mile main

Are customer meters typically located at the curbside or property line? Yes (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: 6 60.0 psi

COST DATA

Total annual cost of operating water system: 10 \$6,292.653 \$/Year
Customer retail unit cost (applied to Apparent Losses): 9 \$3.75 \$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses): 8 \$276.27 \$/Million gallons Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 51 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources

2: Customer metering inaccuracies

3: Billed metered



AWWA Free Water Audit Software: Worksheet

FWAS v6.0
American Water Works Association

Water Audit Report for: **City of El centro**
Audit Year: **2022** **2023**

Click 'n' to add notes

Click 'g' to determine data validity grade

To edit water system info: [go to start page](#)

To access definitions, click the [input name](#)

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

[Water Supplied Error Adjustments](#)

choose entry option:

WATER SUPPLIED

VOS
WI
WE

Volume from Own Sources: 2,751.000 MG/Yr
Water Imported: 0.000 MG/Yr
Water Exported: 0.000 MG/Yr

0.00% percent

VOSEA
WIEA
WEEA

WATER SUPPLIED: 2,751.000 MG/Yr

AUTHORIZED CONSUMPTION

BMAC
BUAC
UMAC
UUC

Billed Metered: 2,296.000 MG/Yr
Billed Unmetered: 0.000 MG/Yr
Unbilled Metered: 0.000 MG/Yr
Unbilled Unmetered: 5.740 MG/Yr

choose entry option:

0.25% default

Default option selected for Unbilled Unmetered, with automatic data grading of 3

AUTHORIZED CONSUMPTION: 2,301.740 MG/Yr

WATER LOSSES

449.260 MG/Yr

Apparent Losses

Default option selected for Systematic Data Handling Errors, with automatic data grading of 3

SDHE
CMI
UC

Systematic Data Handling Errors: 5.740 MG/Yr
Customer Metering Inaccuracies: 0.000 MG/Yr
Unauthorized Consumption: 5.740 MG/Yr

choose entry option:

0.25% default
 percent
 0.25% default

[under-registration](#)

Default option selected for Unauthorized Consumption, with automatic data grading of 3

Apparent Losses: 11.480 MG/Yr

Real Losses

Real Losses: 437.780 MG/Yr

WATER LOSSES: 449.260 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 455.000 MG/Yr

SYSTEM DATA

Lm
Nc

Length of mains: 120.0 miles
Number of service connections: 10,056
Service connection density: 84 conn./mile main

(including fire hydrant lead lengths)
(active and inactive)

Are customer meters typically located at the curbstop/property line? Yes

Lp

10

Average length of customer service line has been set to zero and a data grading of 10 has been applied

AOP

Average Operating Pressure: 60.0 psi

COST DATA

CRUC
VPC

Customer Retail Unit Charge: \$3.75 \$/100 cubic feet (ccf)
Variable Production Cost: \$276.27 \$/Million gallons

Total Annual Operating Cost

\$8,117,943 \$/yr (optional input)

WATER AUDIT DATA VALIDITY TIER:

Click 'g' for 1 parameter(s), then complete all visible data grading questions to enable the Data Validity Score to calculate

[go to dashboard](#)

PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:

Based on the information provided, audit reliability can be most improved by addressing the following components:

- 1: Volume from Own Sources (VOS)
- 2: Customer Metering Inaccuracies (CMI)
- 3: Billed Metered (BMAC)

KEY PERFORMANCE INDICATOR TARGETS:

OPTIONAL: If targets exist for the operational performance indicators, they can be input below:

Unit Total Losses: gal/conn/day
Unit Apparent Losses: gal/conn/day
Unit Real Losses^A: gal/conn/day
Unit Real Losses^B: gal/mile/day

If entered above by user, targets will display on KPI gauges (see Dashboard)



AWWA Free Water Audit Software: Worksheet

FWAS v6.0
American Water Works Association

Water Audit Report for: **City of El Centro**
Audit Year: **2023** **2024**

Click 'n' to add notes

Click 'g' to determine data validity grade

To edit water system info: [go to start page](#)

To access definitions, click the [input name](#)

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

[Water Supplied Error Adjustments](#)

choose entry option:

WATER SUPPLIED

VOS
WI
WE

Volume from Own Sources: 2,497.000 MG/Yr
Water Imported: 0.000 MG/Yr
Water Exported: 0.000 MG/Yr

percent

VOSEA
WIEA
WEEA

WATER SUPPLIED: 2,497.000 MG/Yr

AUTHORIZED CONSUMPTION

BMAC
BUAC
UMAC
UUC

Billed Metered: 2,196.000 MG/Yr
Billed Unmetered: 0.000 MG/Yr
Unbilled Metered: 0.000 MG/Yr
Unbilled Unmetered: 3 5.490 MG/Yr

choose entry option:

0.25% default

Default option selected for Unbilled Unmetered, with automatic data grading of 3

AUTHORIZED CONSUMPTION: 2,201.490 MG/Yr

WATER LOSSES

295.510 MG/Yr

Apparent Losses

Default option selected for Systematic Data Handling Errors, with automatic data grading of 3

SDHE
CMI
UC

Systematic Data Handling Errors: 3 5.490 MG/Yr
Customer Metering Inaccuracies: 0.000 MG/Yr
Unauthorized Consumption: 3 5.490 MG/Yr

choose entry option:

0.25% default
 percent
 0.25% default

[under-registration](#)

Default option selected for Unauthorized Consumption, with automatic data grading of 3

Apparent Losses: 10.980 MG/Yr

Real Losses

Real Losses: 284.530 MG/Yr

WATER LOSSES: 295.510 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 301.000 MG/Yr

SYSTEM DATA

Lm
Nc

Length of mains: 120.0 miles
Number of service connections: 10,056
Service connection density: 84 conn./mile main

(including fire hydrant lead lengths)
(active and inactive)

Are customer meters typically located at the curbstop/property line? Yes

Lp

10

Average length of customer service line has been set to zero and a data grading of 10 has been applied

AOP

Average Operating Pressure: 60.0 psi

COST DATA

CRUC
VPC

Customer Retail Unit Charge: \$3.75 \$/100 cubic feet (ccf)
Variable Production Cost: \$276.27 \$/Million gallons

Total Annual Operating Cost

\$7,928,192 \$/yr (optional input)

WATER AUDIT DATA VALIDITY TIER:

Click 'g' for 8 parameter(s), then complete all visible data grading questions to enable the Data Validity Score to calculate

[go to dashboard](#)

PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:

Based on the information provided, audit reliability can be most improved by addressing the following components:

KEY PERFORMANCE INDICATOR TARGETS:

OPTIONAL: If targets exist for the operational performance indicators, they can be input below:

Unit Total Losses: gal/conn/day
Unit Apparent Losses: gal/conn/day
Unit Real Losses^A: gal/conn/day
Unit Real Losses^B: gal/mile/day

If entered above by user, targets will display on KPI gauges (see Dashboard)



AWWA Free Water Audit Software: Worksheet

FWAS v6.0
American Water Works Association.

Water Audit Report for: **City of El Centro**
Audit Year: **2024** **Jan 01 2024 - Dec 31 2024** **Calendar**

To access definitions, click the [input name](#)

Click 'n' to add notes
Click 'g' to determine data validity grade
All volumes to be entered as: MILLION GALLONS (US) PER YEAR

To edit water system info: [go to start page](#)

[Water Supplied Error Adjustments](#)

WATER SUPPLIED

choose entry option:

VOS Volume from Own Sources: 2,621.000 MG/Yr
WI Water Imported: 0.000 MG/Yr
WE Water Exported: 0.000 MG/Yr

VOSEA
WIEA
WEEA

WATER SUPPLIED: 2,621.000 MG/Yr

AUTHORIZED CONSUMPTION

BMAC Billed Metered: 2,079.114 MG/Yr
BUAC Billed Unmetered: 0.000 MG/Yr
UMAC Unbilled Metered: 99.977 MG/Yr
UUAC Unbilled Unmetered: 5.198 MG/Yr

choose entry option:

Default option selected for Unbilled Unmetered, with automatic data grading of 3

AUTHORIZED CONSUMPTION: 2,184.289 MG/Yr

WATER LOSSES

436.711 MG/Yr

Apparent Losses

Default option selected for Systematic Data Handling Errors, with automatic data grading of 3

SDHE Systematic Data Handling Errors: 5.198 MG/Yr
CMI Customer Metering Inaccuracies: 67.395 MG/Yr
UC Unauthorized Consumption: 5.198 MG/Yr

choose entry option:

[under-registration](#)

Default option selected for Unauthorized Consumption, with automatic data grading of 3

Apparent Losses: 77.790 MG/Yr

Real Losses

Real Losses: 358.921 MG/Yr

WATER LOSSES: 436.711 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 541.886 MG/Yr

SYSTEM DATA

Lm Length of mains: 120.0 miles (including fire hydrant lead lengths)
Nc Number of service connections: 10,056 (active and inactive)
Service connection density: 84 conn./mile main

Are customer meters typically located at the curbside/property line?

Lp Average length of customer service line has been set to zero and a data grading of 10 has been applied
AOP Average Operating Pressure: 60.0 psi

COST DATA

CRUC Customer Retail Unit Charge: \$3.75 \$/100 cubic feet (ccf)
VPC Variable Production Cost: \$276.27 \$/Million gallons
Total Annual Operating Cost \$4,471,213 \$/yr (optional input)

WATER AUDIT DATA VALIDITY TIER:

*** The Water Audit Data Validity Score is in Tier III (51-70). See Dashboard tab for additional outputs. ***

[go to dashboard](#)

A weighted scale for the components of supply, consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:

Based on the information provided, audit reliability can be most improved by addressing the following components:

- 1: Volume from Own Sources (VOS)
- 2: Customer Metering Inaccuracies (CMI)
- 3: Billed Metered (BMAC)

KEY PERFORMANCE INDICATOR TARGETS:

OPTIONAL: If targets exist for the operational performance indicators, they can be input below:

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Unit Apparent Losses: gal/conn/day
Unit Real Losses^A: gal/conn/day
Unit Real Losses^B: gal/mile/day

If entered above by user, targets will display on KPI gauges (see Dashboard)



2025 Urban Water Management Plan and Water Shortage Contingency Plan

CITY OF EL CENTRO NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of El Centro City Council in the City Council Chambers, 1275 W. Main Street, El Centro California 92243 on Tuesday, September 1, 2026 at 6:00 p.m. (or as soon thereafter as the agenda permits) to consider the resolution of intent to adopt the City's 2025 Urban Water Management Plan and Water Shortage Contingency Plan.

The 2025 Urban Water Management Plan (UWMP) update is prepared in accordance with the California Urban Water Management Planning Act and the Water Conservation Act of 2009 (collectively, the "Act"). The Act requires urban water suppliers providing water to more than 3,000 customers to adopt a UWMP every 5 years. This plan describes the city's water deliveries and uses, water supply sources, and water conservation measures.

Any person may submit written comments to the City Council before the hearing or may appear and be heard before the City Council of the City of El Centro at the time of the hearing. At the hearing or during deliberations, the City Council could approve a modified plan or changes to the plan proposed.

A copy of the DRAFT 2025 UWMP may be reviewed during regular business hours at the El Centro City Clerk's Office located at 1275 W. Main Street, El Centro, CA 92243, or by visiting the City website at www.cityofelcentro.org, selecting Public Works Department, and selecting "Draft 2025 UWMP" on the left of the screen. Further information concerning this matter may be obtained by contacting the Public Works Department at 760.337.4505

Norma Wyles, CMC
City Clerk

IMPERIAL VALLEY PRESS
PO BOX 2641
205 N 8TH STREET
EL CENTRO CA 92244-2641
(760)337-3421
Fax (760)335-4650

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Salesperson: Legal Adv

Printed at 08/13/26 14:16 by vhern-bk

Acct #: 156456

Ad #: 618489

Status: New CHOLD CH



2025 Urban Water Management Plan and Water Shortage Contingency Plan

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Norma Wyles, CMC
City Clerk
#618489

Au18,25



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-312)

Item: 16.

Meeting: 9/1/2026 3:00 PM

Department: Community Services

Category: Action Item

Prepared by: Adriana Nava,

Community Services Director

Department Head: Adriana Nava

DOC ID: 2026-312

Approval of Call for Graphic Artists "Love Your Community" Public Art Project Guidelines.

CITY MANAGER'S RECOMMENDATION:

Approval of the Call for Graphic Artists Guidelines for the "Love Your Community" Public Art Project and authorize staff to proceed with the artist solicitation and selection process.

FISCAL IMPACT:

A Clean California Grant was sought by City Staff and was awarded in the amount of \$4,782,000. The implementation of the proposed program would be paid for through the grant.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

City Beautification, Engagement & Civic Pride

Economic Opportunity

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.:

Not applicable.

BACKGROUND:

As part of the Clean California Grant community input process, residents identified the need for secure, tamper-resistant trash receptacles as a priority for improving cleanliness in Downtown El Centro. In response to this feedback, the City used Clean California Grant funds to purchase eight Bigbelly Smart Max Duo waste and recycling stations.

The eight stations are configured in pairs of two and will be installed at locations throughout Main Street from 4th Street to 8th Street. The fully enclosed, solar-powered stations feature compaction and monitoring technology that increase capacity, help City staff determine when collection is needed and reduces the potential for overflowing receptacles and windblown litter.

In addition to improving waste collection, the stations provide an opportunity to incorporate public art into functional City infrastructure. Selected artwork will be reproduced as durable vinyl wraps and installed on designated exterior faces of the stations. The art wraps will transform these functional public amenities into colorful and engaging expressions of El Centro's identity, culture, and community pride.

The example below identifies Bigbelly trash receptacles covered in vinyl art.



DISCUSSION:

The proposed Call for Graphic Artists Guidelines establish the eligibility, submission, artwork and selection requirements for the “Love Your Community” Public Art Project. The project invites artists to submit original, joyful and community-centered artwork celebrating the people, places, culture, traditions, natural environment and shared experiences that make El Centro special. Artwork may also encourage residents and visitors to help keep the community clean, welcoming and beautiful.

The City anticipates selecting up to eight original designs from up to eight different artists, with one design featured on each Bigbelly Smart Max Duo station. Artists may submit up to three concepts; however, no more than one design may be selected from each artist. Each selected artist will receive a flat graphic design fee of \$1,500, for a maximum total of \$12,000 in artist compensation. The City will separately cover the cost of producing and installing the vinyl wraps.

Submissions will be evaluated based on their connection to the project theme, originality, creativity, artistic quality, suitability for a public and family-friendly setting, connection to El Centro and compatibility with the stations’ technical requirements. The selection process may also consider the overall variety and balance of the designs to represent a range of artistic styles, perspectives and community experiences.

The Guidelines require all artwork to be conceived and created by the submitting artist. Artwork created or modified using generative artificial intelligence will not be eligible. Selected artists must provide print-ready files, complete up to two rounds of reasonable revisions and authorize the City to reproduce and use the artwork for installation, governmental, educational, promotional and community outreach purposes. Artists will retain the copyright to their original artwork.

Approval of the Call for Graphic Artists Guidelines will allow the City to solicit and evaluate artwork for the “Love Your Community” Public Art Project through a clear and consistent process. The project will support artists, enhance the appearance of new waste and recycling stations and use public art to promote community pride and stewardship.

CONCLUSION:

Staff recommends that the City Council approve the Call for Graphic Artists Guidelines for the “Love Your Community” Public Art Project and authorize staff to proceed with the artist solicitation and selection process.

ATTACHMENTS:

1. Call for Graphic Artists_8-26-26

Love your Community
**CALL FOR
GRAPHIC
ARTISTS**

**Public Art
Project**
GUIDELINES





City of El Centro

CALL FOR GRAPHIC ARTISTS

“Love Your Community” Public Art Project

The City of El Centro invites graphic artists to submit original artwork for the “Love Your Community” Public Art Project.

As part of the Clean California Grant community input process, residents identified the need for secure, tamper-resistant trash receptacles as a priority for improving cleanliness in Downtown El Centro. In response to this feedback, the City used Clean California Grant funds to purchase eight Bigbelly Smart Max Duo waste and recycling stations.

The eight stations are configured in pairs of two and will be installed at locations throughout Main Street from 4th Street to 8th Street. The fully enclosed, solar-powered stations feature compaction and monitoring technology that increase capacity, help City staff determine when collection is needed and reduce the potential for overflowing receptacles and windblown litter.

In addition to improving waste collection, the stations provide an opportunity to incorporate public art into functional City infrastructure. Selected artwork will be reproduced as durable vinyl wraps and installed on designated exterior faces of the stations. The art wraps will transform these functional public amenities into colorful and engaging expressions of El Centro’s identity, culture, and community pride.

The City anticipates selecting up to eight artists and eight original designs. Each selected design will be featured on one Bigbelly Smart Max Duo station. Each selected artist will receive a graphic design fee of \$1,500.

Artists may submit up to three design concepts; however, no more than one design will be selected from each artist.

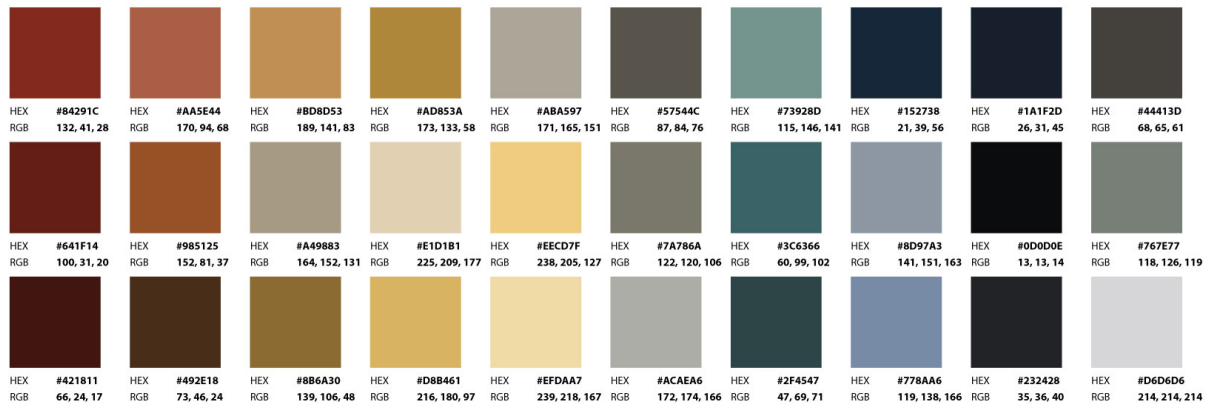
Project Theme: “Love Your Community”

Artists are encouraged to create joyful, uplifting and thought-provoking artwork that reflects what it means to love and care for the El Centro community.

Artwork should celebrate the people, places, culture, traditions, natural environment or shared experiences that make El Centro special. Designs may also encourage residents and visitors to help keep the community clean, welcoming and beautiful.

As part of the City’s efforts to celebrate and strengthen El Centro’s architectural identity, artists are encouraged to draw inspiration from Art Deco architecture and design. Artwork may incorporate Art Deco elements, such as bold geometric patterns, streamlined forms, symmetry and decorative motifs, while complementing the project’s broader “Love Your Community” theme.

Artists should use the approved Art Deco color palette provides in these guidelines to create a cohesive visual identity across all installations. Designs should remain within the designated palette and use its colors in a manner that supports readability, visual balance and consistency.



Designs should reflect a contemporary interpretation of Art Deco that feels vibrant, welcoming and uniquely connected to El Centro.

Artists may consider the following questions for inspiration:

- What do you love about your community?
- What makes El Centro special to you?
- What about El Centro uplifts or inspires you?
- What makes you feel alive while in El Centro?
- How can we show love for our community.
- How can we work together to keep El Centro clean and beautiful?
- What people, places, traditions or experiences represent the spirit of El Centro?
- What does a joyful, connected and cared-for community look like?

These questions are intended as creative prompts. Artists are not required to answer each question directly.

Project Opportunity

The City anticipates selecting up to eight original graphic designs from up to eight different artists. Each selected design will be assigned to one Bigbelly Smart Max Duo station.

Each artist may submit up to three separate design concepts for consideration. However, no more than one design will be selected from any individual artist.

The artwork will be installed as a vinyl wrap on designated exterior panels of the paired waste and recycling units. Because the stations include doors, openings, handles, instructional labels and operational components, artwork must be created using the graphic templates and specifications provided by the City.

The City will be responsible for producing and installing the final vinyl graphics. Selected artists will be responsible for providing print-ready digital files that comply with the dimensions and technical specifications provided by the City.

The City may work with selected artists to make minor adjustments necessary for printing, placement, visibility or installation.

Artist Compensation

Each selected artist will receive a flat graphic design fee of \$1,500.

The fee includes:

- Development of one selected original graphic design
- Preparation and delivery of the final print-ready artwork
- Up to two rounds of reasonable revisions requested by the City
- Permission for the City to reproduce, display and promote the selected artwork as described in these guidelines

The City will pay all printing and installation costs separately.

Payment will be issued following completion and acceptance of the final design and receipt of all required agreements, forms and vendor documentation. Artists whose submissions are not selected will not receive compensation.

Eligibility

- This opportunity is open to artists residing in Imperial County.
- Final selected artwork must be provided in the digital format required for vinyl production.
- Artists younger than 18 years of age may apply only with the written consent of a parent or legal guardian.

- City employees, selection panel members and their immediate family members are not eligible to apply.
- No previous public art experience is required.

Submission Requirements

Each artist may submit up to three design concepts. Each concept will be evaluated separately. No more than one design will be selected from any individual artist.

Each Artist must submit the following:

1. Artist's full name, mailing address, telephone number and email address
2. A brief artist biography of no more than 150 words
3. One to three examples of previous artwork or a link to an online portfolio
4. A color rendering or digital mock-up for each proposed design concept
5. A brief description of each proposed design and its connection to the "Love Your Community" theme
6. A completed originality and artificial intelligence certification
7. Any additional forms required by the City

Submissions must be received by the established deadline. Incomplete or late submissions may not be considered.

Artwork Requirements

All proposed artwork must:

- Be original and created by the submitting artist
- Clearly relate to the "Love Your Community" theme
- Be joyful, welcoming and appropriate for display in a public, family-friendly setting
- Be visually engaging when viewed from a distance
- Complement the shape and functional elements of the Bigbelly Smart Max Duo station
- Create a visually cohesive appearance across the paired waste and recycling units
- Be suitable for reproduction as a large-format vinyl graphic
- Follow the graphic templates and technical specifications provided by the City

- Avoid placing important design elements where they may be obscured by doors, openings, handles, labels or other equipment
- Not interfere with required waste and recycling labels or operating instructions
- Not contain commercial advertising, business names, product branding or promotional messages
- Not contain political campaign messages or endorsements
- Not contain copyrighted images, characters, logos or other materials owned by another person or organization without documented permission
- Not contain profanity, discriminatory content, graphic violence, sexually explicit imagery or content that could reasonably be considered threatening or inappropriate for public display
- Not create a safety concern or interfere with the operation or visibility of the stations

The City reserves the right to determine whether a proposed design is appropriate for the project and public display.

Original Artwork and Artificial Intelligence Policy

All submitted artwork must be conceived and created by the submitting artist.

Artwork created in whole or in part using generative artificial intelligence is not eligible. This includes using artificial intelligence tools to generate, modify, complete, enhance or substantially transform images, illustrations, backgrounds or other visual elements included in the submission. Standard digital design tools may be used for drawing, coloring, layout, resizing and preparing artwork for production, provided the creative work is performed by the artist and is not generated by artificial intelligence.

By submitting artwork, the artist must certify that:

- The artwork is the artist's own original work
- Generative artificial intelligence was not used to create or modify the artwork
- The artwork does not infringe upon any copyright, trademark or other intellectual property right
- The artist can provide reasonable documentation of the creative process if requested, including sketches, drafts, source files or progress images

The City may disqualify a submission or withdraw a selection if it determines that the artwork was generated through artificial intelligence or otherwise violates the originality requirements.

Selection Criteria

Submissions will be evaluated based on the following:

- Connection to the “Love Your Community” theme
- Originality and creativity
- Joyful, uplifting and community-centered message
- Visual appeal and overall artistic quality
- Appropriateness for a public and family-friendly setting
- Connection to El Centro’s people, culture, history, environment or sense of place
- Ability to translate successfully into a vinyl art wrap
- Ability to work cohesively across the paired waste and recycling units
- Visibility and impact when displayed on a Bigbelly Smart Max Duo Station
- Compliance with the submission and technical requirements

The City may also consider the overall variety and balance of the selected designs to ensure the completed project represents a range of perspectives, styles and community experiences. Selection decisions will be final. The City reserves the right to select fewer than eight designs or decline to select any submission if the proposals do not meet the project’s needs.

Project Timeline

- Call for Artist Opens: [Date]
- Submission Deadline: [Date-two weeks after opening]
- Artist Selection and Notification; [Date]
- Final Artwork and Required Revisions Due: [Date]
- Anticipated Printing and Installation: [Date]

Artists will have approximately two weeks from the opening of the Call for Artist to prepare and submit their proposals. Late submissions will not be accepted unless the City formally extends the deadline.

Ownership and Use of Artwork

The artist will retain the copyright to the original artwork.

By accepting the \$1,500 design fee, each selected artist grants the City of El Centro a perpetual, irrevocable and royalty-free license to reproduce, print, install, display, photograph, publish and use the artwork for governmental, educational, promotional and community outreach purposes in

print and digital formats. The City may resize, crop, wrap or make other minor technical adjustments necessary to fit the Bigbelly Smart Max Duo stations and accommodate printing or installation requirements. The City will not make substantial artistic changes without first consulting the artist when reasonably possible.

Artist credit will be provided in connection with the project when practical. The City is not responsible for damage, fading, vandalism, removal, replacement or the length of time the vinyl artwork remains on display.

Submission Instructions

Submit all required materials electronically to:

Contact: [Name and Title]

Email: [Email Address]

Email Subject: Love Your Community Artist Submission – [Artist Name]

Submissions must be received no later than:

[Time] on [Day, Date]

Files should be submitted in [PDF/JPG/PNG] format. If files are too large to email, artist may submit them through Dropbox.

Each design concept should be clearly labeled with the artist's name and a design number or title. Questions regarding the project may be directed to [contact name] at [email address] or [telephone number].

Additional Conditions

- Submission of artwork does not guarantee selection.
- Artists may submit up to three design concepts, but no more than one design may be selected from each artist.
- Artists are responsible for all costs associated with preparing and submitting a proposal.
- Selected artist may be required to enter into an agreement with the City and submit applicable tax and vendor documentation.
- Selected artwork will be subject to final review and approval by the City.
- The City reserves the right to request revisions to ensure compatibility with the project theme, public setting and production specifications.
- Failure to complete the final artwork or requested revisions by the established deadline may result in withdrawal of the selection.

- The City reserves the right to modify the schedule, extend the submission deadline, reject any or all submissions, or cancel the project at its discretion.

ATTACHMENTS

- Graphic Artist Application
- Bigbelly Wrap Specifications & Art Requirements
- Bigbelly Information Sheets

DRAFT

Love Your Community – Artist Application Form

Artist Full Name:

Mailing Address:

Telephone Number:

Email Address:

Artist Biography (150 words):

Portfolio Link or Files:

Design Concept 1 Description:

Design Concept 2 Description:

Design Concept 3 Description:

Originality & AI Certification:

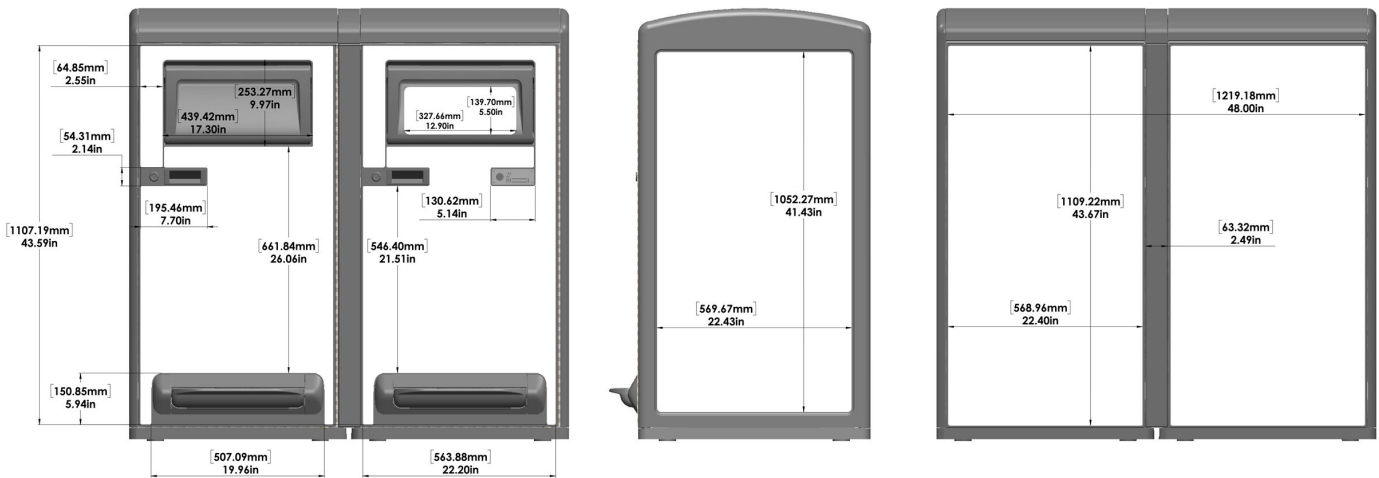
I certify that:

- ☐ This artwork is my own original work.
- ☐ Generative AI was not used to create or modify the artwork.
- ☐ The artwork does not infringe on any copyright or trademark.

Electronic Signature:

Date:

BB6 Wrap Specifications & Art Requirements



Wraps may be applied to the unshaded areas above.

Acceptable PC & Mac File Formats

- **EPS** - Any type including Illustrator or Photoshop
- **AI** - Adobe Illustrator
- **PSD** - Photoshop, any format
- **PDF** - Adobe Acrobat
- **TIFF** - Tagged Image File Format

Bleed Requirement

An overall artwork bleed of 1/2 - 1 inch on all sides is required. Artwork that does not provide this bleed may not fit correctly.

Image & Font Requirements

- Include files for all images that have been placed or imported into the final layout. This is important to the quality of the final print.
- Include any custom fonts with your submission if possible. Otherwise, send all fonts converted to outlines, curves, or line art.
- Ensure placed or imported Images are no less than 100 dpi (dots per inch) at final output size.

Print Material Specifications

- Vinyl Wrap: Metamark MDPHB-200
- Laminate: Metamark MG-302
- Digital print using UV-cured, UV-stable inks only. Solvent-based and eco-solvent inks are not permitted. Ink must be fully cured before laminating and cutting.

Color Specifications

- Whenever possible send the art file in "layers." This allows color corrections to be made as needed.
- Specify the PMS Pantone color of any required colors both in the file and on the hard copy proof.
- Color swatches are an acceptable substitute to PMS and will be matched as closely as possible.
- If colors are not specified, it will be assumed that color match is not critical.

File Submission

- Contact your **Bigbelly Account Manager** to control the submission process.

For Further Assistance

- Please contact your Bigbelly Account Manager or Bigbelly Support (+1.888.820.0300).

Bigbelly Smart Max

Built on Bigbelly's fundamentally better bin, the Smart Max is a 150-gallon (570 L) capacity, compacting bin that is CLEAN™ connected—ideal for geographically spread-out deployments or where collections reduction is important. The Smart Max can be deployed standalone or in combination with any other Bigbelly bin type to form a multi-stream kiosk.

With its fully-enclosed Hopper disposal interface, the Smart Max is uniquely equipped to keep waste contained and out of sight, even from trash pickers. The integrated compactor provides 5-10x greater capacity compared to traditional waste bins and is designed for high-waste volume locations.

The Smart Max is equipped with sensors that monitor and report fullness level, collection activity, bin status, and GPS location. All information is communicated to Bigbelly's CLEAN™ Management Console and CLEAN™ Mobile, enabling streamlined and measurable waste management operations. The built-in LEDs on the front of the bin also indicate fullness status. The bin can be solar-powered for outdoor use or AC-powered for indoor use.

Waste Interfaces and Streams

Hopper, Chute, Waste, Single-Stream Recycling, or Compost

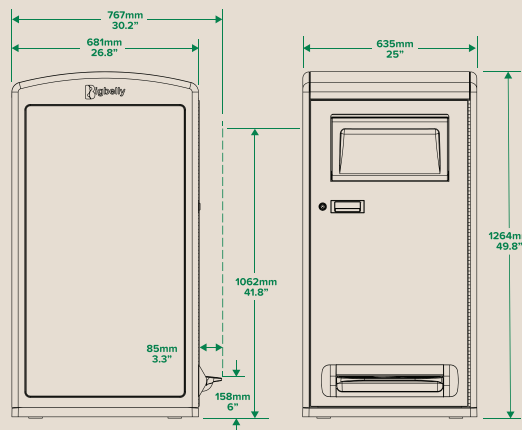


Hopper Disposal Interface
with Foot Pedal



Chute Disposal Interface
with Foot Pedal

Technical Specifications



Overall Machine Dimensions

- Height: 49.8" (1264 mm)
- Width: 25" (635 mm)
- Depth: 26.8" (681 mm)
- Handle Height (ADA Compliant): 41.8" (1062 mm)
- Weight: 260 lbs (118 kg)
- Shipping Weight: 290 lbs (132 kg)
- Bin Volume (Hopper or Chute): 32 gal (120 L) compacted trash; approx. 150 gal (568 L) uncompacted trash.
- Bin Dimension: 24" x 20.4" x 21.65" (609 mm x 518 mm x 549 mm)

Disposal Interface Dimensions

- Hopper Opening: 15"W x 5"H x 6"D (381 mm x 127 mm x 152 mm)
- Chute Opening: 15"W x 7"H x 15"D (381 mm x 178 mm x 381 mm)

Bigbelly



Bigbelly Smart Max



FULLY ENCLOSED



CLEAN™ CONNECTED



FULLNESS INDICATOR



COMPACTOR

Technical Specifications - Continued

Bigbelly Smart Max Features

- Bigbelly's fully-enclosed Hopper disposal interface, standard on Smart Max bins, eliminates visible waste, rat and pest access, and windblown litter, and prevents strewn litter caused by trash picking. The Hopper incorporates a 70° dump angle which reduces waste disposal jams.
- Fully-automated and microprocessor-controlled, the Smart Max communicates its information and status to Bigbelly's CLEAN™ Management Console and CLEAN™ Mobile via a built-in telecom data link.
- Embedded sensors detect fullness level, overflows, Hopper activity, and front door openings. The bin's location is established and monitored by onboard GPS.
- LED indicators on the front of the Smart Max display readiness to collect status (fullness level or age of waste), machine status, and error codes.
- Unique built-in compaction technology delivers 5-10x compaction ratio due to superior compaction penetration (ram travels to 9" from bottom of bin).
- The integrated Foot Pedal provides hands-free use.

Safety Features

- CE marked
- Hopper disposal interface provides a physical barrier between the user and the compacting mechanism
- Soft-open Hopper response with use of Foot Pedal
- Interlocked access doors protect users and service personnel
- Collection door automatically locks when closed
- No pinch points, sharp edges, or corners

Durability

- Weather-resistant, UV-stabilized polyester powder-coat finish on all exterior parts
- Electronic components temperature range of -40°F to +185°F (-40°C to +85°C)
- Fully weatherized; in the event of a flood, the bin can withstand:
 - Up to 20" (508 mm) of water without harming the electronics
 - Up to 36" (915 mm) of water with only minor damage to electronics

Materials

- RoHS compliant
- Galvanized sheet metal steel interior and exterior construction
- Heavy-duty, recycled plastic side panels for dent and scratch resistance
- Leak-proof interior bin made of low-density polyethylene (LDPE) plastic

Power and Electronics

- Average operation uses less than 3 Wh energy per day, ensuring performance in any location, including in shade and under cloud cover
- Patented Skip-a-Cycle™ energy management technology protects against battery damage
- 28 Ah sealed lead acid, maintenance-free extended life battery with insulation for optimized performance (up to 5-year)
- Solar panel (40 W)
- Solar panel protected by polycarbonate bubble
- Self-powered unit requires no wiring

Options and Accessories

- Chute disposal interface
- Custom Graphic Wraps, Message Panels, and Stickers
- Wheeled Interior Lift Bin (bar and comb styles)
- AC Adapter for indoor use
- Bigbelly ACS (Access Control System) for keyless access control
- Ashtray and Stub-out Plates
- Remote Lock for Chute or Hopper disposal interface
- Security Management System with Physical Plates
- Odor Mask



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-238)

Item: 17.

Meeting: 9/1/2026 3:00 PM

Department: Public Works

Category: Action Item

Prepared by: Luis Alonzo, Assistant
Engineer

Department Head: Abraham Campos

DOC ID: 2026-238

Approve ATP Cycle VI Plans and Specifications and authorize for public bidding.

CITY MANAGER'S RECOMMENDATION:

Approve ATP Cycle VI Plans and Specifications and authorize public bidding.

FISCAL IMPACT:

No Impact to the General Fund

State-Only (ATP)	Local Match (LTA Measure D)	Total
\$1,200,00.00	\$2,014,500.00	\$3,214,500.00

Budget includes a 10% Contingency, funded by both State ATP Funds and Local LTA Measure D Funds.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Environmental Sustainability & Infrastructure

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

N/A

BACKGROUND:

Engineering staff applied for Active Transportation Program (ATP) State funding, and the City was granted \$1,200,000.00 in ATP funding for pedestrian improvements at various locations throughout El Centro, including Main Street from Solano Avenue to 14th Street; 12th Street from Ross Avenue to Wensley Avenue; Holt Avenue/Orange Avenue from Fairfield Drive to 2nd Street; and 2nd Street from Orange Avenue to State Street.

On August 4, 2026, the City Council approved the Program Supplement Agreement with the California Department of Transportation (Caltrans).

DISCUSSION:

The project was designed by Tyspa consultants and is now ready to be advertised for construction bids. The plans and specifications have been completed in accordance with Caltrans Local Assistance requirements and City design standards. The work includes the following pedestrian and ADA improvements:

1. Curb, gutter, and sidewalk where missing along Main Street between Solano Avenue and 14th Street.
2. Curb extensions and a new crosswalk with Rectangular Rapid Flashing Beacons (RRFB) at 14th Street and State Street, to replace the existing mid-block crosswalk in front of the Economic Development building.
3. Curb, gutter, sidewalk, and ADA ramps along 12th Street between Ross Avenue and Wensley Avenue.

4. ADA ramps at the following intersections: 10th/Sandalwood, 10th/Ross, 10th/Wensley, 10th/Lenrey, 2nd/Holt, 2nd/Orange, 2nd/Brighton, 2nd/Olive, 1st/Holt, 1st/Olive, 1st/Orange, Holt/Fairfield, Orange/Fairfield, State/Fairfield, and Olive/Fairfield.
5. Curb, gutter, and sidewalk in the gap area along 2nd Street, north of Olive Avenue.

Upon Council approval of the plans and specifications, staff will advertise the project for bids in accordance with the California Public Contract Code and Caltrans Local Assistance procurement requirements. Staff will return to Council at a future meeting to request award of the construction contract.

CONCLUSION:

Approve ATP Cycle VI Plans and Specifications and authorize for public bidding.

ATTACHMENTS:

1. ATP Cycle 6 Vol 1 Specs
2. ATP Cycle 6 Vol 2 Specifications
3. ATP Cycle 6 Plans_Reduced



City of El Centro, California

Bid Proposal, Contract Documents and Specifications

for

ATP CYCLE 6 IMPROVEMENTS PROJECT ATPSB1L-5169 (065)

Volume 1 of 2

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



APPROVED:


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

August 2026

ATP CYCLE 6 IMPROVEMENTS PROJECT

ATPSB1L-5169 (065)

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NOTICE INVITING BIDS

PROJECT TITLE: ATP CYCLE 6 IMPROVEMENTS PROJECT ATPSB1L-5169 (065)

RECEIPT OF BIDS: The City of El Centro (“City” or “OWNER”) will accept sealed Bids for the ATP Cycle 6 Improvements Project ATPSB1L-5169 (065) (“Project”) at the office of the City Clerk located at 1275 Main Street, El Centro, CA 92243, until 2:00 p.m. on **October 8, 2026**.

DESCRIPTION OF WORK: The WORK includes but is not limited to:

Constructing improvements along various roadways and intersections in the City. Each location will have various improvements, which include but are not limited to the addition of curb, gutter, sidewalk, concrete curb ramps, installation of a Rectangular Rapid Flashing Beacon (RRFB), high visibility crosswalks, and general ADA improvements. All locations with concrete or asphalt work, will require removal of existing facilities that will be removed and replaced.

SITE OF WORK: The site of the WORK is located within the City of El Centro at various locations.

COMPLETION OF WORK: The WORK must be completed within one hundred and twenty (120) Days after the commencement date stated in the Notice to Proceed.

OPENING OF BIDS: The Bids will be publicly opened and read at 2:00 p.m. on **October 8, 2026**, at the office of the City Clerk located at 1275 Main Street, El Centro, CA 92243.

OBTAINING CONTRACT DOCUMENTS: The Contract Documents are entitled “**ATP CYCLE 6 IMPROVEMENTS PROJECT ATPSB1L-5169 (065)**”

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

MANDATORY PRE-BID CONFERENCE: Bidders are required to attend a pre-bid meeting, which will be conducted by City’s CONSTRUCTION MANAGER at 10:00 A.M. on **September 18, 2026**. The meeting will be held at the City of El Centro, **Public Works** Conference Room located at **307 W. Brighton Avenue**, El Centro, CA 92243. The object of the meeting is to acquaint Bidders with the site conditions and mandatory bidding requirements and subcontractors of subcontracting and material supply opportunities. At that meeting, City’s Equal Opportunity Program goals and reporting procedures will be discussed.

QUESTIONS: Technical questions should be directed to the CONSTRUCTION MANAGER through the Planet Bids portal. Should the Planet Bids portal be unavailable, questions should then be directed to the OWNER at

Questions must arrive at least ten (10) Days prior to the bid opening to allow time for distributing answers and/or clarifications to plan holders.

CITY'S RESPONSES: Responses to questions that may be asked will be provided by written Addenda through the Planet Bids portal. All such Addenda shall become part of the Contract Documents and all bidders shall be bound by such Addenda. No oral comments shall be of any force or effect with respect to this solicitation.

REQUIRED DOCUMENTS AT BID TIME:

The bid shall be considered incomplete and be disqualified if any of the required BIDDING DOCUMENTS in pages BD9 to BD23 of this solicitation are not provided as instructed.

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

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

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

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

CONTRACTOR AND SUBCONTRACTOR REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS:

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

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

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

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 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) Days prior to the Bid due date, and must contain all of the following to be considered:

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

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

(2) Evaluation and Determination

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

The Public Works Director or designee shall issue a final written decision regarding any solicitation protest to each Bidder prior to 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 Public Works Director or designee no later than close of business on the fifth business day. That protest must be submitted in a timely manner, signed by the protesting Bidder, must contain all of the following to be considered:

- a. The name, address, and telephone number of the protestor; and
- b. The Project Name and Project Number; and
- c. The City action or recommendation that is being protested;

- d. A detailed statement setting forth every ground, reason, legal authority and facts in support of the protest, including all documents and evidence including specific references to parts of the bid documents; and
- e. A clear statement of the relief request

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

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

(2) Evaluation and Determination

The affected parties may file responsive statements in support of or in opposition to the protest within three (3) business days after the receipt of the protest from the City. The Public Works Director, 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 protestor and to all affected parties.

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

C. Delay in Award

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

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

D. No Limitations on Remedies

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

E. Basis for Choice Remedy

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

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

F. Remedies

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

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

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

Date: _____

OWNER: City of El Centro

Norma Wyles, City Clerk

- END OF NOTICE INVITING BIDS -

BIDDING DOCUMENTS

INSTRUCTIONS TO BIDDERS

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

- (d) To study and carefully correlate the Bidder's knowledge and observations with the Contract Documents and other related data; and
- (e) To notify CONSTRUCTION MANAGER of all conflicts, errors, ambiguities or discrepancies in or between the Contract Documents and such other related data.

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

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

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

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

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

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

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

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

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

7. BID FORM.

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

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

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

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

7.5 All names must be printed below the signature.

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

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

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

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

13. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.** Unauthorized conditions, limitations or provisos attached to the Bid will render it informal and may cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telegraphic or telephonic Bids or modifications will not be considered.
14. **WITHDRAWAL OF BID.** The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids.
15. **BID RESULTS.** To obtain bid results, provide a self-addressed, stamped envelope, referencing “ATP CYCLE 6 IMPROVEMENTS PROJECT ATPSB1L-5169 (065)” Bid tabulation will be mailed to you after verification of extensions. Bid results will not be given out over the telephone. Bid results may be posted on City’s website.
16. **AWARD OF CONTRACT.** Award of a contract, if it be awarded, will be on the basis of the Bid proposal estimated quantities and will be made to the lowest responsive Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid schedule. The lowest Bid shall be the lowest total of the Bid prices on the base contract.
17. **RETURN OF BID SECURITY.** Within fourteen (14) business days after award of the Agreement, OWNER will return the Bid securities accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned to the respective Bidders whose Bids they accompany.
18. **EXECUTION OF AGREEMENT.** The apparent low Bidder will be required to execute a written Agreement with OWNER on the form of agreement provided, shall secure all insurance and shall furnish all certificates and Bonds required by the Contract Documents within fourteen (14) calendar Days after receipt of notification that the Bidder is the apparent low Bidder. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be considered non-responsive and result in the forfeiture of the Bid security. If the lowest responsive Bidder refuses or fails to execute the Agreement, OWNER may proceed to the second lowest responsive Bidder. If the second lowest responsive Bidder refuses or fails to execute the Agreement, OWNER may proceed to the third lowest responsive Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder’s Bid securities shall be likewise forfeited to OWNER.

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

- END OF INSTRUCTIONS TO BIDDERS -

SECTION 00300A

BID FORMS

BID TO: CITY OF EL CENTRO

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents (as defined in Article 6 of the Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled "ATP CYCLE 6 IMPROVEMENTS PROJECT ATPSB1L-5169 (065)"

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

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

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

Number _____
Date _____

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

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

Dated: _____

Bidder: _____

By: _____
(Signature)

Title: _____

BID SCHEDULE - PRICES

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

ATP CYCLE 6 IMPROVEMENTS PROJECT ATPSB1L-5169 (065)

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

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

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

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

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

PROPOSAL BID FORM

BASE BID SCHEDULE

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

PROJECT NAME:
ATP CYCLE 6 IMPROVEMENTS PROJECT

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

BID PROPOSAL SUMMARY*

TOTAL PRICE FOR BASE BID ITEMS (in figures): _____

TOTAL PRICE FOR BASE BID ITEMS (in words): _____

Bidder's Initials _____

BASE BID SCHEDULE

Item Number	Description	Unit	Bid Quantity	Unit Price	Total Price
1	Mobilization/Demobilization	LS	1		
2	Clearing and Grubbing	LS	1		
3	Removal of Concrete Sidewalk	SF	7,700		
4	Removal of Concrete Curb and Gutter	LF	1,689		
5	Removal of Single Curb	LF	451		
6	Removal of Concrete Driveway	SF	2,546		
7	Removal of Cross Gutter	SF	1,479		
8	Removal of Fence	LF	212		
9	Removal of Wooden Sign Post	EA	5		
10	Removal of ADA Curb Ramps	SF	1,085		
11	Relocate Mailbox	EA	2		
12	Adjust Utility Vault to Finished Grade	EA	1		
13	Adjust Water Valve Cans to Finished Grade, EC-700	EA	8		
14	Adjust Manhole Frame and Cover to Finished Grade, EC-812	EA	1		
15	Adjust Water Meter Box to Grade	EA	4		
16	Under Sidewalk Drain, See Detail on DWG G-02.02	SF	117		
17	Subgrade Preparation	SY	2,948		
18	Class II Aggregate Base Course	TONS	2,268		
19	Asphalt Concrete Pavement	TONS	848		
20	Bituminous Tack Coat (SS-1h)	TONS	1		
21	Concrete Curb and Gutter, Type A-6, EC-200	LF	3,791		
22	Concrete Cross Gutter, EC-270 & EC-273	SF	1,531		
23	6" Retaining Curb	LF	33		
24	Concrete Sidewalk, EC-400	SF	17,765		

25	Concrete Driveway, EC-230 & EC-262	SF	765		
26	Concrete Driveway, EC-240 Modified	SF	75		
27	Concrete Driveway, EC-250	SF	1,894		
28	Typical Alley Approach, EC-501.1 & EC-501.2	SF	1,188		
29	Detectable Warning Surface, EC-403	SF	766		
30	Concrete ADA Ramp, EC-403-0 & EC-403-03	SF	212		
31	Concrete ADA Ramp, EC-403-0 & EC-403-03 MODIFIED	SF	51		
32	Concrete ADA Ramp, EC-403-0 & EC-403-04	SF	136		
33	Concrete ADA Ramp, EC-403-0 & EC-403-05	SF	2,430		
34	Concrete ADA Ramp, EC-403-0 & EC-403-06	SF	1,955		
35	Concrete ADA Ramp, EC-403-0 & EC-403-07	SF	192		
36	Concrete ADA Ramp, EC-403-0 & EC-403-08	SF	314		
37	Concrete ADA Ramp, EC-403-0 & EC-403-10 MODIFIED	SF	441		
38	Concrete ADA Ramp, EC-403-0 & EC-403-11	SF	97		
39	Furnish and Install Bus Stop Shade and Bench, See Detail on DWG G-02.06	LS	1		
40	4" Thick Decomposed Granite Pathway	CY	17		
41	Relocate Fire Hydrant, EC-700	EA	1		
42	Pavement Marking Improvements	LS	1		
43	Signing Improvements	LS	1		
44	Furnish and Install Rectangular Rapid Flashing Beacons	LS	1		
45	Miscellaneous Work Associated with Sidewalk, Ramp, and Driveway Installation (Time and Materials Allowance)	LS	1	50,000	50,000
46	Erosion Control Plan and Implementation	LS	1		

47	Geotechnical Testing and Monitoring	LS	1		
48	Construction Surveying and Staking	LS	1		
49	Traffic Control Plans and Implementation	LS	1		
50	Monument Preservation project wide.	LS	1		

BASE BID TOTAL (in numbers) \$ _____

LIST OF SUBCONTRACTORS

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

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

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

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

USE ADDITIONAL FORMS AS NECESSARY

GENERAL INFORMATION

BIDDER'S GENERAL INFORMATION:

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

INFORMATION TO BE PROVIDED BY ALL BIDDERS WITH BID SUBMITTAL:

(1) CONTRACTOR's name and address: _____

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

(3) CONTRACTOR's license: Primary classification _____

California State License No. and Expiration Date _____

Registration No. _____ -

Supplemental classifications held, if any: _____

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

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

- END GENERAL INFORMATION -

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

The undersigned declares:

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

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

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

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

- END NONCOLLUSION DECLARATION -

- END BID BOND -

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of El Centro, hereinafter called "OWNER," in the sum of _____ dollars, (_____) (not less than ten (10) percent of the total amount of the Bid) 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.

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this Bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including reasonable attorneys' fee to be fixed by the court and actual costs.

(Principal)

(SEAL) _____(SEAL)
(Surety)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**CORPORATE CERTIFICATION
OR
PARTNERSHIP INFORMATION**

Name of Corporation or Partnership_____

State of Incorporation_____

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

Date_____

Contractor_____

Signature_____

Title_____

ATTEST:

Signature by

Title

END OF CORPORATE CERTIFICATION OR PARTNERSHIP INFORMATION

DRUG/ALCOHOL TESTING REQUIREMENTS

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

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

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

Dated _____

CONTRACTOR's Name

CONTRACTOR's Signature

Title

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

WORKERS' COMPENSATION CERTIFICATE

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

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

CONTRACTOR: _____

By: _____

Title: _____

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

SITE VISIT CERTIFICATE

THIS IS TO CERTIFY that:

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

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

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

(Name and Signature of Bidder or his Representative)

Date : _____

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

- **END OF SITE VISIT CERTIFICATE** -

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

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

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

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

DATED: _____ CONTRACTOR: _____

SIGNATURE: _____ TITLE: _____

ATTEST:

SIGNATURE BY: _____

TITLE: _____

- END OF CONTRACTOR'S CERTIFICATION OF QUALIFICATION -

- END OF BIDDING DOCUMENTS -

CONTRACT DOCUMENTS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS PROJECT
ATPSB1L-5169 (065)
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 Gillet Rd. Rehabilitation Project LPPSB1L-5169 (064) ("Project"): Furnishing all labor, materials, equipment, and other incidental and appurtenant work necessary to complete the grinding of existing asphalt concrete pavement, installation of asphalt-rubber and aggregate membrane, installation of gap graded (GG) asphalt-rubber hot mix, installation of conventional asphalt concrete, installation of curb and gutter, utility cover adjustments, monument preservation and traffic control.

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 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;
- 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 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 one thousand five hundred dollars (\$1,500) 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.

[Signatures on Following Page]

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

CONTRACTOR

a _____

By: _____

Title: _____

Date: _____

CITY

City of El Centro
a California municipal corporation

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: _____

By: _____

(Signature)

(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-

Public Contract Code Section 22300

(a) For purposes of this section, “contractor” includes, but is not limited to, a contractor performing a public works contract, as defined in Section 1101, and any person or entity that would qualify as a contractor under Section 6106.5.

(b) Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract; however, substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), and where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

(c) Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

(d) Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency.

The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Failure to include these provisions in bid and contract documents shall void any provisions for performance retentions in a public agency contract.

For purposes of this section, the term “public agency” shall include, but shall not be limited to, chartered cities.

(e) (1) Any contractor who elects to receive interest on moneys withheld in retention by a public agency shall, at the request of any subcontractor, make that option available to the subcontractor

regarding any moneys withheld in retention by the contractor from the subcontractor. If the contractor elects to receive interest on any moneys withheld in retention by a public agency, then the subcontractor shall receive the identical rate of interest received by the contractor on any retention moneys withheld from the subcontractor by the contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the contractor elects to substitute securities in lieu of retention, then, by mutual consent of the contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the contractor.

(2) This subdivision shall apply only to those subcontractors performing more than five percent of the contractor's total bid.

(3) No contractor shall require any subcontractor to waive any provision of this section.

(f) The Legislature hereby declares that the provisions of this section are of statewide concern and are necessary to encourage full participation by contractors and subcontractors in public contract procedures.

(g) The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the following form:

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION	
This Escrow Agreement is made and entered into by and between	
	whose address is
	hereinafter called "Owner,"
	whose address is
	hereinafter called "Contractor" and
	whose address is

	hereinafter called "Escrow Agent."
--	------------------------------------

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for ____ in the amount of ____ dated ____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of ____, and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
Title	Title
Name	Name
Signature	Signature
Address	Address
On behalf of Escrow Agent:	

Title	
Name	
Signature	
Address	

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner	Contractor
Title	Title
Name	Name
Signature	Signature

Public Contract Code Section 9204

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

The Department of Parks and Recreation as to any project under the jurisdiction of that department.

- (iii) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (iv) The Military Department as to any project under the jurisdiction of that department.
 - (v) The Department of General Services as to all other projects.
 - (vi) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (B) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference,

if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (2) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
 - (3) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
 - (4) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the

public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

- END OF CONTRACT DOCUMENTS -

GENERAL CONDITIONS

GENERAL CONDITIONS

ARTICLE 1 -- DEFINITIONS

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

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

Agent - CONSTRUCTION MANAGER is the Agent of OWNER.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DESIGN CONSULTANT - The individual, partnership, corporation, joint venture or other legal entity named as such in the Contract Documents or succeeding entity.

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

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

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

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

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

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

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

General Conditions - Section General Conditions of the Contract Specification.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time or, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

Holidays - Legal Holidays observed by OWNER occur on:

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

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

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

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

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

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

Milestone - See Contract Milestone.

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

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

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

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

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

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

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

PCBs - Polychlorinated biphenyls.

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

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

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

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

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

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

Safety - Safety includes health and security.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 -- PRELIMINARY MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

3.2 INTENT OF WORK TO BE FUNCTIONALLY COMPLETE

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

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

3.3 CLARIFICATIONS AND INTERPRETATIONS OF THE CONTRACT DOCUMENTS

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

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

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

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

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

3.3.3.2 Change Orders

3.3.3.3 Agreement

3.3.3.4 Addenda

3.3.3.5 CONTRACTOR's Bid (Bid Form)

3.3.3.6 Notice Inviting Bids

3.3.3.7 Instructions to Bidders

3.3.3.8 Supplementary General Conditions

3.3.3.9 General Conditions

3.3.3.10 SPECIAL PROVISIONS

3.3.3.11 Drawings

3.3.3.12 Referenced Standard Specifications

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

3.3.4.1 Figures govern over scaled dimensions

3.3.4.2 Detail drawings govern over general drawings

3.3.4.3 Addenda/Change Order drawings govern over Contract Drawings

3.3.4.4 Contract Drawings govern over standard drawings

3.4 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

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

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

3.4.2.1 - A Construction Manager Order issued by CONSTRUCTION MANAGER.

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

3.4.2.3 - DESIGN CONSULTANT's written interpretation or clarification

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

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

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

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

4.2 PHYSICAL SITE CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4 UNDERGROUND UTILITIES

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

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

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

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

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

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

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

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

4.4.8 Relocation Of Utilities

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

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

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

4.4.9 Delays

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

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

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

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

4.5 REFERENCE POINTS

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

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

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

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

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

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

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

ARTICLE 5 -- BONDS AND INSURANCE

5.1 PERFORMANCE, PAYMENT AND OTHER BONDS

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

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

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

5.2 INSURANCE

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

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

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

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

ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

6.4 SUPERINTENDENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.7.2 Substitute Items

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

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

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

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

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

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

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

6.8 PROJECT SITE COORDINATION

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

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

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

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

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

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

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

6.9 COORDINATION WITH SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

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

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

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

6.14 Intentionally Omitted.

6.15 USE OF PREMISES

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

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

6.16 PROJECT SITE MAINTENANCE AND INTERFERENCE WITH ADJACENT PROPERTY

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

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

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

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

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

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

6.18 SAFETY

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

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

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

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

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

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

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

6.18.7 Hazardous Communication Program

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

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

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

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

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

6.18.9 Safety Reporting

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

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

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

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

6.20 SHOP DRAWINGS AND SAMPLES

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

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

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

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

- Any material which differ from that specified with a brand name on the Plans and in this Special Provisions
- A.C. Mix Design. The percent bitumen, sieve analysis, durability, resistance (R-value), aggregate gradation and all other standard parameters. The A.C. mix design shall meet the current Caltrans Standard Specifications. Mix Design is to be current within the last two (2) years.
- Crack Filling Materials
- Slurry Seal Materials
- Tack Coat Oil
- Class II Base gradation, durability, R-value, and sand equivalent.
- Sand backfill gradation and sand equivalent
- P.C.C. concrete mix design
- Concrete curing compound
- Truncated domes for the ADA compliant ramps
- New signs and sign posts

- Striping Paint, Thermoplastic, reflective beads, pavement markers and other material pertaining to installation of new traffic striping
- Traffic Control Plans, traffic control signs, barricades, cones and devices including all items illustrated on the Traffic Control Plans
- Storm Drain Inlet and associated material
- PVC Pipe
- Grout
- Reinforcing bars
- Sidewalk drain aluminum cover
- Erosion Control BMP items
- Non-traffic pull box
- PVC Conduit
- Public notification flyers
- Manhole Lid and/or material pertaining to the adjustment
- Valve Can, Lid and/or material pertaining to the adjustment
- Water meter box and/or material pertaining to the adjustment
- Utility Vault and/or material pertaining to the adjustment
- Monument Well Can, Lid and/or material pertaining to the adjustment
- Monument Preservation Certificate (prior to any construction/demolition activities)
- Electrical submittal items
- LED Street Light
- Pedestrian Hybrid Beacon System Material and Equipment
- Certificate of Compliance
- Project Identity and Construction Signs
- Construction Schedule
- The letter designating the Project Superintendent

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

6.21 SUBMITTAL ACCEPTANCE

6.21.1 DESIGN CONSULTANT Review Scope and Limitation - DESIGN CONSULTANT will review and approve Shop Drawings and Samples. DESIGN CONSULTANT's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the WORK, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. DESIGN CONSULTANT's review and approval will not extend to means, methods, techniques, sequences or procedures of construction except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents or to Safety precautions or programs incident thereto. The

review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by DESIGN CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by DESIGN CONSULTANT on previous Submittals.

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

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

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

6.24 CONTINUING THE WORK DURING DISPUTES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 -- WORK BY OTHERS AT THE SITE

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

7.2 CONTRACTOR REPORT ON DELAYS CAUSED BY OTHERS - If the proper execution or results of any part of CONTRACTOR's work depends upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall promptly inspect and report to CONSTRUCTION MANAGER in writing any apparent delays, defects or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure to report such delays, defects or deficiencies in writing before commencement of the affected WORK will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's work except for latent defects and deficiencies in the other work.

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

7.4 COORDINATION

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

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

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

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

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

ARTICLE 8 -- OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 -- CONSTRUCTION MANAGER'S STATUS DURING CONSTRUCTION

9.1 GENERAL

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

9.1.2 Contract Documents Terms - Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of CONSTRUCTION MANAGER as to the WORK, it is intended that such requirement, direction, review or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the

completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to CONSTRUCTION MANAGER any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the Article 9.

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

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

9.4 AUTHORIZED VARIATIONS IN WORK - CONSTRUCTION MANAGER may authorize minor variations in the WORK, (not resulting in changes to the Contract Price or Contract Time), which are consistent with the intent of the Contract Documents. These may be accomplished by a Construction Manager Order. If CONTRACTOR believes that a Construction Manager Order justifies an increase in the Contract Price or an extension of the Contract Time, CONTRACTOR may request an adjustment in the Contract Price or an extension of the Contract Time therefore as provided in Articles 11 or 12. If CONTRACTOR proceeds with the directed work without making such a request or providing notice he will be presumed to be in agreement with CONSTRUCTION MANAGER's determination that no change in price or time are involved, and will be considered to have waived his right to request an adjustment in Contract Time or Price.

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

9.6 REJECTING DEFECTIVE WORK - CONSTRUCTION MANAGER will have authority to reject work which CONSTRUCTION MANAGER determines to be defective, or not in compliance with the Contract Documents or that DESIGN CONSULTANT or CONSTRUCTION

MANAGER believes will not produce a completed Project or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. CONSTRUCTION MANAGER will also have authority to require special inspection or testing of the WORK as provided in Article 13, whether or not the WORK is fabricated, installed or completed.

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

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

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

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

9.11 DECISIONS ON DISPUTES

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

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

9.13 LIMITATION ON CONSTRUCTION MANAGER'S RESPONSIBILITIES

9.13.1 No Duty Arising Out Of Act Or Decision - Neither CONSTRUCTION MANAGER's authority to act under this Article 9 or other provisions of the Contract Documents, nor any

decision made by CONSTRUCTION MANAGER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSTRUCTION MANAGER to CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them or any other person or organization performing any of the WORK.

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

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

ARTICLE 10 -- CHANGES IN THE WORK

10.1 CHANGES REQUESTED BY CONTRACTOR

10.1.1 CONSTRUCTION MANAGER Approval - Changes in the Plans and Specifications, requested in writing by CONTRACTOR, which do not materially affect the WORK and which are not detrimental to the WORK or to the interests of OWNER, may be granted to facilitate the WORK, when approved in writing by CONSTRUCTION MANAGER. If the method will result in a cost saving, an appropriate deductive change will be required.

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

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

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

10.2 OWNER'S RIGHT TO MODIFY WORK

10.2.1 Requirement To Implement Directed Change - Without invalidating the Agreement and without notice to any surety, OWNER may at any time or from time to time, order additions, deletions or revisions in the WORK; these will be authorized by a written Change Order prepared by CONSTRUCTION MANAGER and issued by OWNER. Upon receipt of any such document,

CONTRACTOR shall promptly proceed with the work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

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

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

10.4 WORK NOT IN CONTRACT - CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, supplemented by Change Order or Field Order, except in the case of an emergency and except in the case of uncovering work as provided in Article 13.

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

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

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

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

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

10.7 ALLOWABLE QUANTITY VARIATIONS - In the event of an increase or decrease in bid item quantity of a unit priced item in the Contract Documents, the total amount of WORK actually done or materials or equipment furnished shall be paid for according to the unit price

established for such work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the unit price may be made for changes which result in an increase or decrease in excess of the allowable percentage variations as set forth by the Contract Documents.

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

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

11.2 METHODS FOR DETERMINING ADJUSTMENTS IN CONTRACT PRICE

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

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

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

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

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

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

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

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

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

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

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

11.2.4 Equipment Rental Rates

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

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

11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

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

11.3.2 Labor - The costs of labor will be the actual cost substantiated by certified payroll for wages prevailing for each craft or type of workers performing the extra work at the time the extra

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

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

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

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

11.3.3.3 Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.

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

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

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

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

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

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

11.3.5 Rental Equipment

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

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

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

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

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

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

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

11.3.7.1 When CONSTRUCTION MANAGER and CONTRACTOR determine that a special service is required which cannot be performed by the forces of CONTRACTOR or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the

work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material and equipment rental costs, after validation of market values by CONSTRUCTION MANAGER.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.4 COSTS RELATING TO WEATHER DAMAGE

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

11.5 WRITTEN JUSTIFICATION SUBSTANTIATING ADJUSTMENT

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

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

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

11.5.4 Proposal Content - Where the change in Contract Price is to be determined on the basis of the cost of the work involved, CONTRACTOR's itemized estimates shall detail all applicable

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

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

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

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

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

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

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 GENERAL

12.1.1 CONTRACTOR Request For Time Extension - The Contract Time may only be changed by a Change Order or Field Order. Any request by CONTRACTOR for an extension of the Contract Time (or Milestones) shall be based on written notice delivered by CONTRACTOR to CONSTRUCTION MANAGER promptly (but in no event later than seven (7) Days) after the occurrence of the event giving rise to the request and stating the general nature of the request, unless otherwise noted. Notice of the extent of the request with supporting data shall be delivered within fourteen (14) Days after such occurrence (unless CONSTRUCTION MANAGER allows an additional period of time to ascertain more accurate data in support of the request) and shall be accompanied by CONTRACTOR'S written statement that the adjustment requested is the entire time adjustment to which CONTRACTOR has reason to believe it is entitled as a result of the

occurrence of said event. An increase in Contract Time does not mean that CONTRACTOR is due an increase in Contract Price.

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

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

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

12.3 CRITERIA FOR DETERMINING ADJUSTMENTS IN CONTRACT TIME

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

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

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

12.4 TIME ONLY ENTITLEMENT

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

12.4.2 - In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out or resulting from (i) delays caused by or within the control of

CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7. CONTRACTOR must provide CONSTRUCTION MANAGER written notice of the potential delay within twenty-four (24) hours of the occurrence.

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

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

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

13.1 TESTS AND INSPECTIONS

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

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

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

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

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

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

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

13.2 CONTRACTOR INSPECTION AND TESTING RESPONSIBILITY

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

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

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

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

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

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

Civil Engineering Inspections/Reviews

1. Site grading
2. All form work
3. Concrete placement
4. Asphalt placement
5. Class II Base compaction
6. Remove and replace areas
7. Utility lid adjustments
8. Traffic Striping Layout “Cat-Track” and striping installation
9. Final site and grade

13.3 COVERING WORK TO BE INSPECTED

13.3.1 Covered Work Prior To Inspection Or Testing - If any WORK (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSTRUCTION MANAGER, it must, when requested by CONSTRUCTION MANAGER, be uncovered for inspection. CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, unless CONTRACTOR has given CONSTRUCTION MANAGER and/or agencies timely notice of CONTRACTOR’s intention to cover the same, and CONSTRUCTION MANAGER has not acted with reasonable promptness in response to such notice.

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

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

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

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

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

13.5 CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

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

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

13.5.3 OWNER May Correct Defective Work

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

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

13.5.3.3 In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the WORK, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all

materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere.

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

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

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

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

13.6 WARRANTY AND GUARANTEE

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

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

13.6.3 Correction of Defective Work - If within the designated warranty period, or such longer period as may be required by Laws or Regulations, the WORK, or any part of the WORK, is discovered to be defective, CONTRACTOR shall promptly, without an adjustment in Contract Price and in accordance with OWNER's or CONSTRUCTION MANAGER's written instructions, either correct that Defective Work, or if it has been rejected by OWNER or CONSTRUCTION MANAGER, remove it from the site and replace it with non-Defective Work. If circumstances warrant it, including but not limited to, in an emergency, OWNER or CONSTRUCTION MANAGER may have the Defective Work corrected or the rejected WORK removed and replaced. In that event, CONTRACTOR shall not be allowed to recover any associated costs, and

he shall reimburse OWNER for all direct, indirect and consequential costs of OWNER, and OWNER shall be entitled to an appropriate decrease in Contract Price, to withhold a set-off against amount recommended for payment, or make a claim on CONTRACTOR's bond if CONTRACTOR has been paid in full. Where Defective Work (and damage to other WORK resulting therefrom) has been corrected, removed or replaced during the warranty period, the one (1) year warranty period with respect to such WORK will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

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

13.7 EXTENDED WARRANTIES AND GUARANTEES - OWNER may at its sole discretion extend the one (1) year warranty period up to twenty-four (24) months, in which case CONTRACTOR shall maintain the warranties and guarantees. If such extension of the one (1) year warranty period causes an increase in the cost of the warranties and guarantees provided by CONTRACTOR, an adjustment in Contract Price shall be made as provided by the Contract Documents.

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

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 BASIS FOR PAYMENT

14.1.1 Lump Sum Items

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

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

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

14.1.2 Unit Priced Items

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

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

14.1.2.3 Certified Weight - When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by CONSTRUCTION MANAGER, on a completely automated weighing and recording system. CONTRACTOR shall furnish CONSTRUCTION MANAGER with duplicate licensed weighmaster's certificates showing the actual net weights.

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

14.2 PAYMENT

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

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

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

14.2.4 Stop Notice - If, within the time fixed by law, a properly executed notice to stop payment is filed with OWNER, due to CONTRACTOR's failure to pay for labor or materials used in the

WORK, all money due for such labor or materials will be withheld from payment to CONTRACTOR in accordance with applicable laws.

14.3 APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

14.9 PARTIAL UTILIZATION AND BENEFICIAL OCCUPANCY

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

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

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

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

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

14.11 FINAL APPLICATION FOR PAYMENT - After CONTRACTOR has completed all of the remaining work items referred to in Article 14, removed all temporary structures and utilities, cleared the site, delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents, and after CONSTRUCTION MANAGER has indicated that the WORK is acceptable, CONTRACTOR may make application for Final Payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers satisfactory to OWNER of all liens arising out of or filed in connection with the WORK. If CONTRACTOR has specific claims outstanding he shall restate these claims by stating the nature of the claim, the basis for entitlement and the estimated value of the claim. CONTRACTOR shall specifically release OWNER from any other claims not renewed.

14.12 FINAL PAYMENT AND ACCEPTANCE

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

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

14.13 LIQUIDATED DAMAGES

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

14.13.2 Execution of the Agreement shall constitute agreement by OWNER and CONTRACTOR that specified liquidated damages is the minimum value of the costs and actual damage caused by

failure of CONTRACTOR to complete the WORK within the allotted time; that such sum is liquidated damages and shall not be construed as a penalty, and that such sum will be deducted from Final Payment due CONTRACTOR if such delay in completion occurs.

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

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

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

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

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

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

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

ARTICLE 15 -- SUSPENSION OF WORK AND TERMINATION

15.1 SUSPENSION OF WORK BY OWNER - OWNER, acting through CONSTRUCTION MANAGER, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety (90) Days by notice in writing to CONTRACTOR. CONTRACTOR shall resume the WORK on receipt from CONSTRUCTION MANAGER of a notice of resumption of WORK. CONTRACTOR may submit a request for a change in the Contract Price or of the Contract Time, or both, directly attributable to the suspension as provided in Articles 11 and 12.

15.2 ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES

15.2.1 If a discovery is made of an archaeological or paleontological interest, CONTRACTOR shall immediately cease operations in the area of the discovery and shall not continue until ordered by CONSTRUCTION MANAGER. This suspension of work may exceed the ninety (90) Day limit without creating a CONTRACTOR right to terminate the Agreement. When resumed, operations within the area of the discovery shall be as directed by CONSTRUCTION MANAGER.

15.2.2 Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, fossils or any item with culturally significance.

15.2.3 CONTRACTOR shall be entitled to an extension of time and compensation in accordance with the provisions of the Contract Documents.

15.3 TERMINATION OF AGREEMENT BY OWNER FOR CAUSE

15.3.1 In the event of default by CONTRACTOR, OWNER shall give fourteen (14) Days written notice to CONTRACTOR of OWNER's intent to terminate the Agreement and provide CONTRACTOR opportunity to remedy the conditions constituting the default.

15.3.2 CONTRACTOR Default - It shall be considered a default by CONTRACTOR when CONTRACTOR:

15.3.2.1 Declares bankruptcy, becomes insolvent, assigns its assets for the benefit of its creditors, or is unable to pay debts as they become due;

15.3.2.2 Fails to provide materials or workmanship meeting the requirements of the Contract Documents, and fails to correct the Defective Work as required by Article 13;

15.3.2.3 Disregards or violates provisions of the Contract Documents or CONSTRUCTION MANAGER's instructions;

15.3.2.4 Fails to prosecute the WORK according to the approved progress schedule;

15.3.2.5 Fails to provide a qualified superintendent, competent workers or materials or equipment meeting the requirements of the Contract Documents;

15.3.2.6 Fails to maintain license or insurance.

15.3.3 If CONTRACTOR fails to remedy the conditions constituting default within the time allowed, OWNER may then issue the notice of termination.

15.3.4 In the event the Agreement is terminated in accordance with Article 15, OWNER may take possession of the WORK and may complete the WORK by whatever method or means OWNER may select. The cost of completing the WORK shall be deducted from the balance which would have been due CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, CONTRACTOR shall pay the excess amount to OWNER. If such cost is less than the balance which would have been due, CONTRACTOR shall not have claim to the difference.

15.4 RIGHTS OF OWNER PRESERVED - Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.5 TERMINATION BY OWNER FOR JUST CAUSE - OWNER may terminate the Contract for just cause at its own discretion or when conditions encountered during the WORK make it impossible or impractical to proceed, or when OWNER is prevented from proceeding with the Agreement by act of God, by law or by official action of a public authority.

15.5.1 Termination for Convenience of OWNER

15.5.1.1 Termination of CONTRACTOR's Performance of WORK - OWNER may terminate, subject to the express terms and conditions set forth below, CONTRACTOR's performance of work under this Agreement, in whole or, from time to time, in part, if OWNER's City Council does not appropriate sufficient monies to fund the Agreement. The City Manager shall terminate on behalf of OWNER by delivering to CONTRACTOR a notice of termination, in writing, specifying the extent of termination and the effective date

15.5.1.2 Notice of Termination - After receipt of the notice of termination, and except as otherwise directed by OWNER's City Manager, CONTRACTOR shall immediately proceed as follows:

15.5.1.2.1 Stop WORK immediately or as specified in the notice;

15.5.1.2.2 Immediately place no further subcontracts for materials, services or facilities, except as necessary to complete any authorized, continued portion of the Agreement;

15.5.1.2.3 Immediately terminate all subcontracts to the extent they relate to the WORK terminated;

15.5.1.2.4 With approval by OWNER's City Manager, settle all outstanding obligations arising from the termination of subcontracts, the approval of which will be final for purposes of this clause;

15.5.1.2.5 As directed by OWNER's City Manager, transfer the title and deliver to OWNER, completed or partially completed drawings, plans, calculations, Specifications and any other documents and records that, if the Agreement has been completed, would be required to be furnished to OWNER;

15.5.1.2.6 Complete performance of the WORK not terminated;

15.5.1.2.7 Take any action that may be necessary, or that OWNER's City Manager may direct, for the protection and preservation of the property related to the Contract Documents that is in the possession of CONTRACTOR and in which OWNER has or may acquire an interest.

15.5.1.3 Removal of CITY Property - CONTRACTOR may request OWNER to remove OWNER's property or enter into an agreement for its storage. Within sixty (60) Days, OWNER will accept title of property and remove it or enter into a storage agreement.

15.5.1.4 Termination Settlement - After termination, CONTRACTOR shall submit a final termination settlement proposal to OWNER's City Manager in the form and with the certification prescribed by OWNER's City Manager. CONTRACTOR shall submit the proposal promptly, but not later than six (6) months from the effective date of termination, unless extended in writing, by OWNER's City Manager upon written request of CONTRACTOR within this six (6) month period. However, if OWNER's City Manager determines that the facts justify it, a termination settlement proposal may be received and acted on after six (6) months or any extension. If CONTRACTOR fails to submit the proposal within the time allowed, OWNER may, in good faith, determine, on the basis of information available, the fair and reasonable amount, if any, due CONTRACTOR as a result of the termination and pay the amount determined. If CONTRACTOR does not agree that the amount determined by OWNER's City Manager is fair and reasonable, and if CONTRACTOR gives notice of such disagreement to OWNER in accordance with this paragraph of the Agreement within thirty (30) Days of receipt of payment, then the amount due shall be as fixed in a court of law.

15.5.1.5 Payment for CONTRACTOR Due to Termination - Subject to the above paragraph, CONTRACTOR and OWNER's City Manager may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, exclusive of costs shown in Paragraph

15.5.1.6.3 below, may not exceed the total dollar amount authorized by OWNER as reduced by (1) the amount of payments previously made; and (2) the Contract Price of work not terminated. The Contract Documents shall be amended, and CONTRACTOR paid the agreed amount. The paragraph below shall not limit, restrict or affect the amount that may be agreed upon to be paid under this paragraph.

15.5.1.6 Failure to Agree on Payment - If CONTRACTOR and OWNER fail to agree on the whole amount to be paid because of the termination of WORK, OWNER shall pay CONTRACTOR the fair and reasonable amounts determined in good faith by OWNER as follows, but without duplication of any amounts agreed above:

15.5.1.6.1 The Contract Price for completed services accepted by OWNER not previously paid for, adjusted for any saving of freight and other charges.

15.5.1.6.2 The total of:

15.5.1.6.2.1 The costs incurred in the performance of the WORK terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs' attributable to services paid or to be paid under Paragraph 15.5.1.6;

15.5.1.6.2.2 The fair and reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Agreement if not included in paragraph above; and

15.5.1.6.2.3 A sum, as profit on the above paragraph determined by OWNER's City Manager to be fair and reasonable under the circumstances; however, if it appears that CONTRACTOR would have sustained a loss on the entire Agreement had it been completed, OWNER shall allow no profit under this paragraph and shall reduce the settlement to reflect the indicated rate of loss.

15.5.1.6.3 The reasonable costs of settlement of the WORK terminated, including:

15.5.1.6.3.1 Accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination of settlement proposals and supporting data;

15.5.1.6.3.2 The termination and settlement of subcontracts (excluding the amounts of such settlements); and

15.5.1.6.3.3 Storage, transportation and other costs incurred, reasonable necessary for the preservation, protection or disposition of property in which OWNER has or may acquire an interest.

15.5.1.7 Dispute of Payment - If CONTRACTOR does not agree that the amount determined by OWNER's City Manager under the paragraph above is fair and reasonable and if CONTRACTOR gives notice of such disagreement to OWNER in accordance with Paragraph 15.5.1.4 of this Contract within thirty (30) Days of receipt of payment, then the amount due shall be as determined in a court of law.

15.5.1.8 Payment for Property Destroyed, Lost Stolen or Damaged - Except to the extent that OWNER expressly assumed the risk of loss, OWNER's City Manager shall exclude from the amounts payable to CONTRACTOR under Paragraph 15.5.1.6 above, the fair value, as determined by OWNER's City Manager, of property that is destroyed, lost, stolen or damaged so as to become undeliverable to OWNER.

15.5.1.9 Determination of Amount Due CONTRACTOR - In arriving at the amount due CONTRACTOR under this clause, there shall be deducted:

15.5.1.9.1 All unliquidated advance or other payments to CONTRACTOR under the terminated portion of this Agreement;

15.5.1.9.2 Any claim which OWNER has against CONTRACTOR under this Agreement; and

15.5.1.9.3 The agreed price for, or the proceeds of sale of, materials, supplies or other things acquired by CONTRACTOR or sold under the provisions of this clause and not recovered by or credited to OWNER.

15.5.2 Partial Termination - If the termination is partial, CONTRACTOR may file a proposal with OWNER's City Manager for an equitable adjustment of the price(s) of the continued portion of the Agreement. OWNER shall make any equitable adjustment agreed upon. Any proposal by CONTRACTOR for an equitable adjustment under this clause shall be requested within ninety (90) Days from the effective date of termination unless extended, in writing, by OWNER's City Manager.

15.5.2.1 Partial Termination Payment - OWNER may, under the terms and conditions it prescribes, make partial payment and payments against costs incurred by CONTRACTOR for the terminated portion of the Agreement if OWNER's City Manager believes the total of these payments will not exceed the amount to which CONTRACTOR will be entitled. If the total payments exceed amount finally determined to be due, CONTRACTOR shall repay the excess to OWNER upon demand, together with interest. Interest shall be at a rate of six (6) percent per annum compounded daily and shall be computed for the period from the date the excess payment is received by CONTRACTOR to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in CONTRACTOR's termination settlement proposal because of retention or disposition, or a later date determined by OWNER's City Manager because of the circumstances.

15.5.5.3 Records and Documents Relating to Termination - Unless otherwise provided in the Agreement or by statute, CONTRACTOR shall maintain all records and documents relating to the terminated portion of this Agreement for three (3) years after final settlement. This includes all books and other evidence bearing on CONTRACTOR's costs and expenses under this Agreement. CONTRACTOR shall make these records and documents available to OWNER, at CONTRACTOR's office, at all reasonable times, without any direct charge. If approved by OWNER's City Manager, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

15.6 TERMINATION OF AGREEMENT BY CONTRACTOR - CONTRACTOR may terminate the Agreement upon ten (10) Days written notice to OWNER, whenever:

15.6.1 the WORK has been suspended under the provisions of Article 15, for more than ninety (90) consecutive Days through no fault or negligence of CONTRACTOR, and notice to resume work or to terminate the Agreement has not been received from OWNER within this time period; or,

15.6.2 OWNER should fail to pay CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within ninety (90) Days after presentation to CONSTRUCTION MANAGER by CONTRACTOR of a request therefor, unless within said ten (10) Day period OWNER shall have remedied the condition upon which the payment delay was based.

15.6.3 In the event of such termination, CONTRACTOR shall have no claims against OWNER except for those claims specifically enumerated in Article 15, herein, and as determined in accordance with the requirements of said paragraph.

ARTICLE 16 - DISPUTES

16.1 GENERAL - All claims, counterclaims, disputes and other matters in question arising under, or relating to, the Contract Documents and/or the breach thereof shall be processed in accordance with the provisions of this Article and are subject to audit by OWNER's internal audit staff in accordance with Article 17.

16.2 REQUESTS FOR CHANGE

16.2.1 CONTRACTOR's Right To Request a Change - In accordance with Articles 11 and 12, CONTRACTOR may request a change in the Contract Price or an extension of the Contract Time. Such a request shall be in writing, and shall be delivered to CONSTRUCTION MANAGER within the time periods outlined in Articles 11 and 12.

16.2.2 Initial Determination - CONSTRUCTION MANAGER shall make an initial determination on CONTRACTOR's request in writing, within twenty (20) working Days of receipt of the requested supporting data.

16.2.3 CONTRACTOR Appeal and Claim - Should CONTRACTOR disagree with CONSTRUCTION MANAGER's initial determination, CONTRACTOR may file a Claim requesting a final determination from CONSTRUCTION MANAGER. Such a request shall be in writing, and shall be delivered within twenty (20) working Days after receipt of CONSTRUCTION MANAGER's initial determination, and after certifying his Claim in accordance with Paragraph 16.3.

16.2.4 Waiver Of Rights - Failure of CONTRACTOR to notify CONSTRUCTION MANAGER and deliver supporting data in accordance with the time periods outlined above or failure to

respond to CONSTRUCTION MANAGER's initial determination within the time period outlined in this paragraph, shall be deemed to be a waiver of objection or right to further Claim of this matter.

16.3 CLAIMS

16.3.1 Claims shall be process pursuant to the provisions of Public Contract Code Section 9204, attached and incorporated as if fully set forth herein

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16.5 VENUE

16.5.1 State of California - CONTRACTOR, and any Subcontractor, Supplier and any other person or organization performing any part of WORK, agree that each of them will waive jurisdiction and venue and shall submit to the jurisdiction of the courts of the State of California, regardless of residence or domicile, with respect to any actions or suits at law or in equity arising under or related to the bidding, award or performance of the WORK.

16.5.2 County Where OWNER's Headquarters Located - CONTRACTOR, Subcontractor, Supplier or any other person or organization shall not commence any action, other than those in the State of California in the county where OWNER's Headquarters are located, against OWNER and CONSTRUCTION MANAGER or any of their consultants, and/or any of their respective directors, officers, employees, representatives or agents, with regard to any matter whatsoever arising out of or relating to the validity, construction, interpretation or reinforcement of the Agreement.

ARTICLE 17 -- MISCELLANEOUS

17.1 GIVING NOTICE - Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.2 CUMULATIVE REMEDIES - The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by the General Conditions and all of the rights and remedies available to OWNER and CONSTRUCTION MANAGER thereunder are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

17.3 PROFESSIONAL FEES AND COURT COSTS INCLUDED - Whenever reference is made to claims, costs, losses and damages, it shall include in each case, but not be limited to, all fees and charges of engineers, architects and other professionals and all court or arbitration or other dispute resolution costs. Attorneys' fees are specifically excluded and shall be the responsibility of each party.

17.4 RIGHT TO AUDIT

17.4.1 Owner's Right - If CONTRACTOR submits a Claim or a time and material Change Order to OWNER for additional compensation, OWNER shall have the right, as a condition to considering the Claim, and as a basis for evaluation of the Claim, and until the Claim has been settled, to audit CONTRACTOR's books to the extent they are relevant.

17.4.2 Right Includes - This right shall include the right to examine books, records, documents and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted.

17.4.3 Right To Inspect Plans - The right to audit shall include the right to inspect CONTRACTOR's plans, or such parts thereof, as may be or have been engaged in the performance of the WORK.

17.4.4 CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as OWNER deems desirable during CONTRACTOR's normal business hours at the office of CONTRACTOR.

17.4.5 Accounting Records - CONTRACTOR shall make available to OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to OWNER.

17.5 ALL LEGAL PROVISIONS INCLUDED - All provisions of law required to be inserted in the Agreement or Contract Documents shall be and are inserted herein. If through mistake, neglect, oversight or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Agreement or Contract Documents shall be changed by OWNER, at no increase in Contract Price or extension in Contract Time, so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

17.6 NO CONFLICT WITH LAWS OR REGULATIONS

17.6.1 The duties, obligations, criteria or procedure imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by laws or

regulations are in conflict, the specific part or detailed requirement of such provision, criterion or procedure imposed or available by laws or regulations in conflict shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable laws or regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

17.6.2 The provisions of paragraph 17.6 will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

- END OF GENERAL CONDITIONS -

SUPPLEMENTARY GENERAL CONDITIONS

GENERAL

These Supplementary General Conditions make additions, deletions or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted or revised remain in full force and effect. Terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SGC-1 DEFINITIONS

Apparent Low Bidder - The Bidder whose Bid, having been publicly opened and read aloud, meets all the material requirements of the Bidding Documents, OWNER deems responsible in accordance with the OWNER's municipal code, and whose Bid price is the lowest received

SGC-2.4.1 TIME OF COMPLETION - The WORK must be completed within one hundred twenty (120) Calendar Days after the commencement date stated in the Notice to Proceed.

SGC-5.1 PERFORMANCE AND OTHER BOND AMOUNTS

CONTRACTOR shall furnish a satisfactory Performance Bond in the amount of one hundred (100) percent of the Contract Price and a satisfactory Payment Bond in the amount of one hundred (100) percent of the Contract Price.

SGC-6.18 SAFETY

SGC-6.18.3 CONTRACTOR shall provide a qualified on-site health and Safety representative, accepted by CONSTRUCTION MANAGER, with the authority to enforce all of the Safety requirements of CONTRACTOR's health and Safety program, including implementation of CONTRACTOR's injury and illness prevention program. CONSTRUCTION MANAGER will make a risk-based decision as to the qualification level of CONTRACTOR's Safety representative. During periods of active construction (i.e., excluding weekends, weather delays or other periods of work inactivity), CONTRACTOR must have a designated representative on the construction worksite who is knowledgeable of the Project's hazards and has full authority to act on behalf of CONTRACTOR. CONTRACTOR's designated representative must make frequent and regular inspections of the construction worksite to identify and correct any instances of noncompliance with the Project health and Safety requirements.

SGC-6.5 SUBCONTRACT LIMITATIONS

In addition to the provisions of Paragraph 6.5 of the General Conditions, CONTRACTOR shall perform not less than twenty (20) percent of the WORK with its own forces (i.e., without subcontracting). The twenty (20) percent requirement shall be understood to refer to the WORK, the value of which totals not less than twenty (20) percent of the Contract Price.

SGC-11.3.4 EQUIPMENT RENTAL RATES

CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication:

- A. "Rental Rate Blue Book" as published by Dataquest (a company of the Dunn and Bradstreet Corporation), 1290 Ridder Park Drive, San Jose, CA 95131, telephone number (408) 437-8000 or outside of California (800) 669-3282

SGC-12.5 INCLEMENT WEATHER DELAYS

CONTRACTOR's construction schedule shall be based upon the inclusion of five (5) Days of inclement weather delays.

An inclement weather delay is defined as a delay caused by inclement weather which prevents CONTRACTOR from working on the controlling item in CONTRACTOR's construction schedule. Should CONTRACTOR experience inclement weather delays over the course of contract duration in excess of the number of Days outlined above, CONTRACTOR shall be granted a time extension in accordance with the provisions outlined in Article 12 of the General Conditions. The time extension shall be based on the number of inclement weather Days in excess of the number of Days outlined above.

SGC-14.13 LIQUIDATED DAMAGES

SGC-14.13.3 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay one thousand five hundred dollars (\$1,500) for every working Day that expires in excess of the time specified for final completion of the WORK.

- END OF SUPPLEMENTARY GENERAL CONDITIONS -



City of El Centro, California

Bid Proposal, Contract Documents and Specifications

for

**ATP CYCLE 6 IMPROVEMENTS PROJECT
ATPSB1L-5169 (065)**

Volume 2 of 2

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

APPROVED:

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

SPECIFICATIONS

1.01 STANDARD SPECIFICATIONS

Unless indicated otherwise, the work embraced herein shall be done in accordance with the appropriate provisions of construction details as shown in the specifications entitled “GREEN BOOK – Standard Specifications for Public Works Construction,” the latest edition, insofar as the same may apply, which specifications are herein referred to as the Standard Specifications and in accordance with the following provisions:

Class II Base, Conventional Asphalt Concrete Pavement, and Rectangular Rapid Flashing Beacon equipment shall comply with Caltrans Standard Specifications, latest edition.

In case of a conflict between the Standard Specifications and these General Conditions and Specifications, the General Conditions and Specifications shall take precedence over and be used in lieu of such conflicting portions.

1.02 SCOPE OF WORK

This project involves constructing improvements along various roadways and intersections in the City of El Centro. Each location will have various improvements, which include but are not limited to the addition of curb, gutter, sidewalk, concrete curb ramps, installation of a Rectangular Rapid Flashing Beacon (RRFB), high visibility crosswalks, and general ADA improvements. All locations with concrete or asphalt work, will require removal of existing facilities that will be removed and replaced.

The Main Street improvements will add new curb, gutter, sidewalk, and driveways on the south side of the road between Solana Drive and LaBrucherie Road. Additional improvements, including a high visibility crosswalk for a transit facility, will be located on the north side of the roadway across from Waterman Avenue. The proposed RRFB will be located at 14th Streets, including any associated bulb-outs and under-sidewalk drainage systems. The RRFB will follow the Caltrans Traffic Manual and the latest edition of the California Manual of Uniform Traffic Control Devices (“California MUTCD”).

The State Street location will add high visibility crosswalks at the 4-way stopped control intersection at 14th Street. Additional work for 14th Street will include the addition of sidewalk, driveways and ADA facilities as needed, and potential curb and gutter if feasible.

The 10th Street and 12th Street location will include ADA improvements, including sidewalks, and driveways along Wensley Avenue, Lenrey Avenue, Sandalwood Drive and Ross Avenue and alley approaches between Wensley Avenue and Ross Avenue. The 12th Street location will also include alley approach improvements.

The 2nd Street location will include new curb, gutter sidewalk and provide ADA facilities between Rodeo and Olive Road, in addition to Brighton Avenue, Orange Avenue, and Holt Avenue.

The 1st Street and Farfield Drive improvements include ADA upgrades at Holt Avenue, Orange Avenue, and Olive Avenue. This includes 1st Street having high visibility crosswalks at the intersection of Orange Avenue and Olive Avenue. In addition, Farfield Driveway has additional ADA improvements along State Street.

END SPECIFICATIONS

SPECIAL PROVISIONS & TECHNICAL SPECIFICATIONS

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 Director of Public Works, periodic meetings involving project personnel (the Contractor, utility, City personnel, and others) will be held for the purpose of coordinating project activities.

The first order of work shall be to install the project signs and construction information signs ten (10) calendar days prior to the start of work.

Contractor shall provide Traffic Control Plans and Erosion Control Plans within ten (10) calendar days of receiving NTP to allow ample review time.

2. STARTING AND COMPLETION OF WORK

The work called for in these contract documents shall commence within ten (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 **120 (one hundred and twenty)** Calendar Days of said date.

3. FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

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 one thousand dollars (\$1,000) per calendar day for each and every days delay beyond the time prescribed to complete the work.

4. MAINTAINING TRAFFIC

The Contractor shall furnish, install, and maintain traffic control in accordance with the latest Caltrans Standard Plans and Specifications, CAMUTCD and the WATCH Manual. See "Traffic Control" section of the General Provisions and these Technical Specifications. The Contractor shall obtain and adhere to encroachment permit requirements per agency where the work will be conducted.

The Contractor shall provide traffic control plans and detour plans, signed by a licensed Civil Engineer or Traffic Engineer in the State of California, for approval and acceptance by the Engineer. Subsequently, comments and corrections shall be returned to the Contractor within twenty (20) working days or less.

Traffic controls, including but not limited to, vehicular, bicyclists and pedestrians traffic controls, maintenance of vehicular, bicyclists and pedestrian access, detours, and street closures shall be in accordance with latest editions of the Caltrans Standard Plans and Specifications, CAMUTCD and the WATCH Manual.

Traffic control and the traffic plans shall conform to the following:

- a. The traffic control plans shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be responsible for the preparation of plans as necessary for specific items of work. These plans shall be approved by the Engineer prior to the Contractor commencing any work.
- b. All traffic controls and safety devices, equipment and materials, including but not limited to, cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, makers, portable barriers, flashing arrow signs, electronic changeable message signs and markings shall be provided and maintained in “like new” condition.
- c. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days a week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize, and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.
- d. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the Engineer.
- e. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight (28) inches in height, except that shorter cones, twelve (12) inches high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.
- f. A minimum of one (1) Portable Changeable Message Signs (PCMS) is required in each direction in advance of each work area as identified by the City. They shall be placed two (2) weeks in advance of the start of work and maintained throughout the construction window. The PCMS shall be in clear areas and have clear line of sight for oncoming traffic. The PCMS shall not block any existing signs or project areas signs.

- g. Except as otherwise directed, as shown in the approved traffic control plans, and/or authorized by the Engineer, two-way vehicular traffic shall be maintained at all times within a minimum of two, 12-foot-wide lanes. At no time shall the Contractor be allowed to reduce the traveled way to one-way vehicular traffic.
- h. No reduction of the traveled way width shall be permitted between the hours per the local agency requirements, unless otherwise shown in the approved traffic control plans, or prior authorization to do so is granted by the Engineer. No lane closures/roadway closures shall be permitted or allowed on any City street before per the local agency requirements, unless otherwise shown in the approved traffic control plans, or unless authorization to do so is granted by the Engineer. No reduction of traveled way width shall be permitted on any City street per the local agency requirements, on weekends or holidays, or when active work is not being done, unless otherwise shown in the approved traffic control plans, or unless prior authorization to do so is granted by the Engineer.
- i. Access to vacant unused property may be restricted by the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the Engineer.
- j. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired, refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be properly returned or restored to their proper position.
- k. Any obstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street name signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers and devices from the view of vehicle and/or pedestrian traffic to which it applies.
- l. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers or traffic signalized intersections.
- m. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission by the Engineer. Materials spilled on or along said right-of-way or parking areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

- n. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstruction, and necessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the Engineer.
- o. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to herein above, the Engineer reserves the right to correct and/or mitigate any situation, which in the sole opinion by the Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/or final payments. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liabilities from the Contractor to the Engineer.
- p. Violations of any of the above provisions and/or provisions of the referenced publications, unless promptly and completely corrected to the satisfaction by the Engineer, shall, at the sole discretion of by the Engineer, be grounds for termination of the Contract, or shutdown or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the Engineer, all as prescribed by contractual obligation or State law, whichever is applicable.
- q. The Contract item "Traffic Control" shall include labor lights, barricades, signs, materials, fencing, and equipment necessary to ensure that the vehicular traffic conforms to requirements as set forth in this section and as require per the work shown on the project drawings.

Payment

Payment for **Traffic Control** shall be considered in the lump sum contract price including full compensation for furnishing all labor, material, equipment and incidentals necessary to perform the items of work and no additional compensation will be allowed therefore.

The cost associated with devising the required Traffic Control and Traffic Control Plans and the implementation of the traffic control/detour during the whole construction period is the subject for the pay item "Traffic Control".

The payment for this item will be set as follows:

- 35% at the first pay request processed after the installation of traffic control
- 35% at the second pay request thereafter
- 30% at the final pay request

5. NOTICE AND POSTING REQUIREMENTS

The Contractor shall post and remove temporary “No Parking” signs as needed. Signs shall be in place for at least two (2) business days in advance of commencing of work. Signs may be attached to existing poles, or any available support that may exist in the public right-of-way or the Contractor may furnish sign supports as may be necessary.

Multiple notices shall be delivered and hung on door handles of each residence and to each business affected by the construction. The format and content of the notices shall be submitted to the City for approval at least two (2) weeks prior to use. Notices will be required as follows:

- 1) A general notice in all cases will be required two (2) weeks in advance of work, describing the sequence of activities that will affect parking and access to properties, to be delivered two (2) weeks prior to construction. This notice will generally address parking and access for street reconstruction/closures with further details to follow on subsequent notices.
- 2) Specific notices to individual property owners shall be provided identifying improvements that will impact the frontage of their property. This notice is to be delivered to each property a minimum of two (2) weeks prior to starting construction in that area.

6. GEOTECHNICAL TESTING REQUIREMENTS

Along with the testing required in the City’s QAP, the Contractor shall provide the services of an independent Geotechnical Consultant approved by the Construction Manager to perform the required testing specified within the contents of the plans and specifications. The cost for the Geotechnical Testing shall be borne by the Contractor. A copy of all tests shall be forwarded to the Construction Manager within four (4) days after the testing is complete.

- a) A compaction test for the Class 2 Base subgrade material shall be required for every 1,000 square feet of Class 2 Base surface area.
- b) An extraction/gradation test shall be completed from an A.C. pavement sample obtained by the geotechnical consultant representative each morning pavement operations occur.
- c) A compaction test for the A.C. pavement shall be required for every 2,000 square feet of A.C. street surface area.
- d) A.C. pavement density testing shall be conducted on a continuous basis by the geotechnical representative during the placement of A.C. pavement.
- e) One (1) set of cylinders and one (1) slump test shall be required for every 50 cubic yards of concrete except that a minimum of one (1) set of cylinders and slump test shall be required each day twenty (20) or more yards of concrete are placed at a project site. The maximum allowable slump shall be 4 inches. A set of cylinders shall be composed of three (3) cylinders. The first cylinder of a set shall be tested after seven (7) days curing. The second cylinder of a set shall be tested after 28 days curing. The third cylinder shall be held in reserve and tested if directed by the Construction Manager. The test results will be

forwarded to the Construction Manager for review. The Construction Manager shall receive a concrete vendor slip for each truck load of concrete delivered to the project site.

- f) An A.C. mix design and concrete mix design shall be submitted for the review and approval of the Construction Manager during the submittal process.
- g) Geotechnical testing is required for the granular sand during the submittal process per the Technical Conditions contained within this document.
- h) Geotechnical testing is required for the Class 2 Base during the submittal process per the Technical Conditions contained within this document.

7. ASPHALT CONCRETE REPLACEMENT

The work under this item shall include removal and replacement of existing asphalt concrete pavement. Asphalt shall be removed in its entirety. Contractor shall remove existing asphalt and all underlying material for a minimum depth of 1.5 feet and 1.083 feet from **Finish Grade** as indicated on the plans (see pavement structural sections).

Contractor shall grade and compact the existing subgrade material to a minimum of 95 percent of ASTM D1557 maximum dry density.

Contractor shall install the identified thickness of aggregate base indicated on the plans (12" thick for Pavement Structural Section No. 1 and 9" thick for Pavement Structural Section No. 2) compacted to a minimum of 95 percent of ASTM D1557 maximum dry density. Aggregate base shall conform to Caltrans Class 2 (3/4 inch maximum).

Contractor shall install identified thickness of Asphaltic Concrete identified on the plans:

- 6" thick (Pavement Structural Section No. 1) shall be installed in equal lifts not exceeding 3 inches in thickness.
- 4" thick (Pavement Structural Section No. 2) shall be installed in equal lifts of 2 inches in thickness.

Asphaltic Concrete shall be compacted to a minimum of 95% of the HVEEM Density (CAL 304/308). Asphaltic concrete shall conform to Caltrans, 3/4-inch HMA TYPE A – PG70-10 (5% voids) conforming to Caltrans Section 39 (with current CEM 3513).

Tack coat for vertical joints shall be uniformly applied as two coats SS-1h applied uniformly at .64 liter per square meter (.20 gal/SY) each coat.

Certified Weight Tickets are required to be submitted at the end of each day for Aggregate Base, Asphaltic Concrete and Tack Coat.

8. CONCRETE, MORTAR, AND RELATED MATERIALS

201-1.1.1 General

ADD THE FOLLOWING PARAGRAPH:

The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmasters certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design shall be rejected and removed from the project site.

201-1.1.2 Table 201-1.1.2(A)

DELETE THE ENTIRE TABLE AND SUBSTITUTE THE FOLLOWING:

Except as otherwise specified, all PCC used on this project shall be Class 650-CW-4,000 with a maximum slump of 4 in for all PCC and with the exact mix proportions being determined by the Contractor except for trench backfill slurry, air-placed Concrete-Method B, and as specified by the Engineer.

Concrete shall have 100% coverage of a curing compound.

9. EARTHWORK

SECTION 300 of the Green Book– EARTHWORK IS AMENDED AS FOLLOWS:

300-1 Clearing and Grubbing

300-1.1 General

ADD THE FOLLOWING PARAGRAPHS:

Along with all items indicated on the Plans to be removed, clearing and grubbing shall also include, but not be limited to, the following items:

- a) Clearing for and providing temporary graded driveways and continuing maintenance thereof to provide continuous access to all residences and businesses within the project area as directed by the Engineer.
- b) Sawcutting of Portland Cement Concrete and asphalt concrete to neat straight lines at joints and right of way limits or as designated on the plans. There is no separate pay item for sawcutting.
- c) Protection of existing and relocated utility lines and structures prior to and during construction of proposed improvements.

- d) Removal and disposal of interfering portions of abandoned utility lines and structures.
- e) Removal, relocation, adjusting or salvaging of all facilities so indicated on the Plans which are not designated as separate bid items, or which are not included in other bid items.
- f) Removal and disposal of any additional items not specifically mentioned which may be found within the work limits.
- g) Maintenance of project appearance.
- h) Control of water and dewatering during construction.
- i) Hauling and disposal of deleterious materials resulting from clearing and grubbing operations at a site obtained by the Contractor and approved by the Engineer.
- j) Cleanup of project area upon completion of work.
- k) Removal existing signs as noted on the plans and as directed by the Engineer
- l) Self-propelled drop hammers will not be allowed for removals.

The Contractor shall protect all existing structures or facilities which are adjacent to, or fall within, the limits of work to be done under the Contract in accordance with Sections 7-9 and 300-1 of the Standard Specifications. This item shall also include those structures and facilities which the Plans show, or these Specifications indicate to be protected. Any structure or facility to be protected which is damaged as a result of the Contractor shall be repaired or replaced at his cost, to the satisfaction of the Engineer.

300-1.3 Removal and Disposal of Materials

300-1.3.1 General

DELETE THIS SECTION AND SUBSTITUTE THE FOLLOWING:

All materials removed shall be disposed of outside of the right of way at a legal dump site approved by the Engineer. Burning shall not be permitted under any circumstance. No accumulation of flammable material shall remain on or adjacent to the right of way. The roadway and adjacent areas shall be left with a neat and finished appearance.

300-1.4 Payment

DELETE THE FIRST PARAGRAPH AND SUBSTITUTE THE FOLLOWING:

The lump sum set forth in the Contract Documents for clearing and grubbing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in clearing and grubbing as shown in the Plans and as described in the Contract Documents, and as directed by the Engineer, including preservation of property, relocation of various facilities, removal and disposal of material, salvage of material, cleanup and repairs. Payment shall be computed in accordance with the percentage of completion of the major items of work.

300-2 Unclassified Excavation

300-2.1 General

REVISE THE SUBSECTION TO READ:

Unclassified excavation shall consist of all excavation, including the removal of existing roadway asphalt pavement and base materials in areas shown on the Plans or as directed by the Engineer.

300-2.9 Payment

ADD THE FOLLOWING PARAGRAPH:

Quantities of unclassified excavation used for payment, other than unsuitable material and additional work ordered or deleted by the Engineer, shall be the quantity indicated in the awarded Contract and Plans and no further compensation will be awarded.

300-3 Unclassified Fill

300-4.1 General

ADD THE FOLLOWING PARAGRAPH:

All remaining excess materials not used on the project for fills, embankments and roadbed purposes shall be disposed of by the Contractor according to Subsection 300-2.6 of the Standard Specifications.

300-4.9 Measurement and Payment

ADD THE FOLLOWING PARAGRAPH:

Quantities of Unclassified Fill used for payment, other than additional work ordered or deleted by the Engineer, shall be the quantity indicated in the Contract.

10. CONCRETE AND MASONRY CONSTRUCTION

Concrete shall conform to Subsection 303 of the GREENBOOK, except as modified herein.

SECTION 303 IS AMENDED AS FOLLOWS:

303-1 Concrete Structures

303-1.11 Payment

ADD THE FOLLOWING PARAGRAPH:

Payment for concrete structures shall include full compensation for excavation, structural excavation, disposal of excess dirt, backfill, concrete, forming, and reinforcing, complete and in place and no additional payment will be made therefor.

303-5 Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways

303-5.1.1 General

ADD THE FOLLOWING:

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act ("ADA") Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

All removed curb and gutter, cross gutters, spandrels, and sidewalks shall be replaced within three (3) calendar days, unless the Contractor provides reasonable documentation to exceed the three (3) day limit five (5) working days before removal and approved in writing by the Engineer.

The Asphalt Concrete patch shall be placed within five (5) working days after the curb and gutters are replaced, and seven (7) days after the cross gutter and spandrels are replaced.

No PCC shall be ordered and/or placed until the forms have been certified by the contractor's Professional Land Surveyor and subgrade has been inspected and approved by the contractor's Geotechnical Testing consultant and the Engineer in the field.

303-5.3 Placing Concrete

ADD THE FOLLOWING:

All temporary storage of PCC liquid residues and mixer wash out on the project site shall be deposited within a self-containment area or bin. The Contractor may elect to allow the moisture to evaporate and dispose of the material as a solid or dispose of the material as a liquid. The Contractor shall notify the Engineer in writing, as a preconstruction meeting submittal, what method of disposal will be utilized.

If disposal of the material in liquid form is chosen, the Contractor must provide in writing, as part of the preconstruction meeting submittal, the name, location, telephone number, and a copy of the California Regional Water Quality Control Board permit for disposal of PCC liquid residue, or if the disposal site is located outside of the State of California, a copy of a permit issued by that state is required. The Engineer will verify the information before the Notice to Proceed is issued.

All PCC and related work, including grading and forming, shall be suspended if the Contractor does not have a PCC liquid residue or mixer wash out containment area or bin on site one (1) working day before the scheduled placement of PCC. The Contractor will not be allowed any additional compensation or extension of time for suspended operations due to not having a containment area or bin on site. The containment area or bin shall have sufficient room for two (2) days deposit of material.

The Contractor shall provide the Engineer with a copy of the landfill receipts or disposal site receipt and weight ticket showing disposal of PCC liquid residues and wash out within five (5) working days of disposal.

303-5.4.3 Weakened Plane Joints, (a) General

ADD THE FOLLOWING:

All weakened plane joints shall be spaced at a maximum of three (3) m (ten (10) ft.) for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb

ADD THE FOLLOWING:

The curb and gutter surface shall not vary more than three (3) mm (one-one hundredth (0.01) ft.) from three (3) m (ten (10) ft.) straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than three (3) m (ten (10) ft.) in length, and operated longitudinally over the surface of the concrete. Form clamps shall be so constructed as not to interfere with the operation of the float. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight and top surface of curbs shall be of uniform width, free from humps, sags, blemishes or other irregularities.

303-5.5.3 Walk

ADD THE FOLLOWING:

The sidewalk surface shall not vary more than five (5) mm (two one-hundredths (0.02)') from the three (3) m (ten (10)') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of one hundred (100) mm (four (4)') thick, except at driveways where the sidewalks shall be a minimum of one hundred fifty (150) mm (six (6)') thick for single family residential areas and two hundred (200) mm (eight (8)') thick for all other areas.

303-5.6 Curing

ADD THE FOLLOWING:

Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4, "Concrete Curing Compound," of the Standard Specifications.

In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after one o'clock (1:00) p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or

control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

11. TRAFFIC STRIPING, PAVEMENT MARKINGS, AND PAVEMENT MARKERS

Traffic striping, pavement markings and pavement markers shall be replaced with the same pattern as existing in conformance with these Special Provisions.

All details and dimensions for traffic striping and marking shall conform to the 2024 CALTRANS Standard Specifications, and Latest CAMUTCD. All traffic striping within the vehicular path of travel shall be thermoplastic.

11.01 Layout, Alignment, and Spotting. The Contractor shall furnish the necessary control points for all striping, markers and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall supply the Engineer with a copy of a complete inventory of striping, markers and marking prior to any cold milling or installation of any material. For each stripe, marker and marking, the inventory shall include sufficient definition about type of marker, stripe or marking and dimensions for control points to allow for accurate reestablishment.

In no case shall any section of street be left without the proper striping for more than forty-eight (48) hours or over weekends or holidays.

11.02 SECTION 310 – PAINTING – IN THE GREEN BOOK IS AMENDED AS FOLLOWS:

310-5 Painting Various Surfaces

310-5.6 Painting Traffic Striping, Pavement Markings, and Curb Markings

DELETE THE ENTIRE SUBSECTION AND SUBSTITUTE THE FOLLOWING:

Painted traffic stripes (lane lines and speed limit markings) and applying thermoplastic pavement markings (word and symbol markings, limit lines, yield lines, crosswalks, etc.) shall conform to the provisions in Section 84, “Traffic Stripes and Pavement Markings,” of the State of California Standard Specifications and these Special Provisions.

The subparagraphs of the first paragraph in Section 84-3.02, “Materials,” of the State of California Standard Specifications are amended to read:

	State Specification No.
Rapid Dry Water Base, Traffic Line.—White, Yellow and Black	PTWB-01

The second and third paragraphs in Section 84-3.02, "Materials," of the State of California Standard Specifications are amended to read:

State Specifications for traffic paint and glass beads may be obtained from the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819- 4612, telephone number (916) 227-7289.

Glass beads shall conform to 1-ACOT type beads or equal.

The Contractor shall layout and "cat-track" the alignment of the proposed striping at four and one-half (4½) m (fifteen (15) ft.) intervals and "spot" the proposed pavement markings as called for on the Plans. Striping shall vary no more than twelve (12) mm (two (2) in) in fifteen and two-tenths (15.2) m (fifty (50) ft.) from the specified alignment. The Engineer may waive minor variations.

The Contractor shall not proceed with the painting of any striping or applying thermoplastic pavement markings until the Engineer has checked and approved the cat- tracking and spotting, and has authorized the Contractor to proceed.

Traffic striping shall be applied with airless equipment. All traffic striping shall be performed with a road liner type striping machine. Where the configuration or location of a traffic stripe is such that the use of a road liner type striping machine is unsuitable, traffic paint and glass beads may be applied by other methods and equipment approved by the Engineer. The Engineer shall determine if the road liner type striping machine is unsuitable for a particular use.

The first coat of paint shall be applied upon completion of the surfacing. The second coat of paint shall not be applied until seven (7) calendar days after the first coat. Each coat of paint shall be applied at the wet film thickness of ten (10) – twelve (12) mils for white and yellow paint and seven (7) mils for black paint. All paint shall be applied at a relative humidity below seventy-five percent (75%) and an ambient temperature above thirteen (13)° Celsius (fifty-five (55)° Fahrenheit), unless otherwise approved by the Engineer.

Except for black paint, No. 1 reflective glass beads shall be uniformly incorporated in all coats of paint concurrently with the application of the paint. The glass beads shall be embedded in the coat of traffic paint being applied to a depth of at least one-half (½) their diameters. The reflective glass beads shall be applied to the first coat of paint at the rate of seven-tenths (0.7) kg (one and one-half (1½) lb.) of beads per liter (twenty-six one hundredths (0.26) Gal) of paint, and to the second coat of paint at the rate of ninety-five one hundredths (0.95) kg (two (2) lb.) of beads per liter (twenty-six one hundredths (0.26) Gal) of paint.

Except as otherwise noted on the Plans or as directed by the Engineer, all angle points, as shown on the striping Plans shall be painted as a smooth, tangent curve with a radius and length as approved in the field.

Temporary tape or reflective markers utilized for the purposes of interim delineation for centerline, lane lines and crosswalk lines shall be placed to the side of the final striping pattern in such a way

so that it will not interfere with the first coat of paint. All temporary tape and reflective markers applied for the purpose of interim delineation shall be removed by the Contractor at no additional cost to the City upon completion of the first coat of striping and prior to the final striping.

Stencils used for pavement markings must conform to the latest Caltrans approved Non- Metric Stenciling Standards.

Add to Subsection 84-1.04, "Protection from Damage," of the State of California Standard Specifications the following:

Newly painted or existing striping or applied thermoplastic pavement markings which are damaged as a result of the construction, including wheel markings by public traffic and the construction equipment, shall be repainted or thermoplastic replaced, and any associated removals shall be performed as outlined in these Special Provisions at the sole expense of the Contractor and no separate compensation will be allowed therefore.

Existing traffic striping and pavement markings that do not conform to the approved Plans shall be removed by wet sandblasting. Other methods may be requested by the Contractor, but shall be submitted in writing to the Engineer for approval. Blackout of existing traffic striping or pavement markings, which do not conform to the approved Plan, shall not be allowed.

Painting traffic stripes and applying of thermoplastic pavement markings shall not be separately measured.

The existing pavement markings and pavement markers that are in conflict with the proposed improvements shall be obliterated per the approved methods.

The Contract lump sum (LS) price paid for STREET STRIPING AND PAVEMENT MARKINGS shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in obliteration of existing striping and markers, painting traffic stripes and applying thermoplastic pavement markings including establishing alignment for stripes, layout work and sandblasting markers, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions and as approved by the Engineer, and no additional compensation will be allowed therefore.

PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the State of California Standard Specifications and these Special Provisions.

Certificates of compliance shall be furnished for pavement markers as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions.

Reflective pavement markers shall comply with the specific intensity requirements for reflectance after abrading the lens surface in accordance with the "Steel Wool Abrasion Procedure," specified

for pavement markers placed in pavement recesses in Section 85-1.05, “Reflective Pavement Markers,” of the State of California Standard Specifications.

Non-reflective pavement markers shall conform to the requirements of the Section 85-1.04, “Non-Reflective Pavement Markers,” of the State of California Standard Specifications. The bituminous adhesive used to install the markers shall be a hot melt bituminous adhesive asphaltic material with a homogeneously mixed mineral filler and shall conform with the requirements specified in Subsection 85-1.055, “Adhesives,” of the State of California Standard Specifications.

Reflective pavement markers shall be installed per the approved Plan unless otherwise approved by the Engineer. The composition of the material shall be such that its properties shall not deteriorate when heated to, and applied at temperatures up to two hundred eighteen (218)° Celsius (four hundred twenty-five (425)° Fahrenheit), using either air or oil jacketed melters.

Reflected pavement markers shall be placed at locations as established by the applicable Caltrans striping detail noted on the approved striping Plan which includes, but is not limited to temporary painted line(s), new striping or existing striping. There shall be one marker for each location. The Contractor shall perform all work necessary to establish satisfactory locations for markers.

The Contractor shall remove existing reflective pavement markers that do not conform to the approved Plan.

Reflective pavement markers shall be of the prismatic reflector type (3M model white RP290w and yellow RPM 2912y or equal) as outlined in Subsection 85-1.05, “Reflective Pavement Markers,” of the State of California Standard Specifications.

Existing pavement markers (blue) designating location of the fire hydrants shall be replaced “in kind” after the paving is completed.

If pavement is damaged during the removal of existing pavement markers, the pavement shall be repaired at no additional cost to the City. Methods of repair will be proposed by the contractor prior to placement of proposed markers.

The Contract unit price paid for pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing pavement markers complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions and as approved by the Engineer.

Full compensation for pavement markers (traffic delineation) shall be considered as included in the Contract lump sum (LS) price paid for TRAFFIC STRIPING AND PAVEMENT MARKINGS and no additional compensation will be allowed therefore.

12. GROUNDWATER

No groundwater work is anticipated for this project. The Contractor shall ensure there are no groundwater impacts during construction. If any groundwater is found and impacted during construction, the Contractor shall inform the City and the Engineer before completing the work.

13. COOPERATION

Attention is directed to Sections 7-1.14, "Cooperation" and 8-1.10, "Utility and Non-Highway Facilities" of the Standards Specifications.

14. SANITARY ARRANGEMENTS

The Contractor shall make provisions for and maintain in a sanitary manner at the work site all necessary and sanitary conveniences for the workmen, in accordance with the rules and regulations of the State Board of Health.

15. ACCESS

The Contractor's attention is directed to the existing pedestrian and vehicular access ways crossing the lines of work. These access ways shall not be closed unless an alternate access way is provided. The Contractor shall assume full responsibility for providing alternate access. The compensation for the work in this item shall be considered as included in the cost of the various contract items of work and additional compensation will be made therefore.

16. INSURANCE

The Contractor's attention is directed to the amount of insurance as shown in the General Conditions.

17. CONSTRUCTION CONFERENCE

The Contractor's attention is directed to the preconstruction conference as stated in General Conditions.

18. EXISTING IMPROVEMENTS

The Contractor shall make every effort to protect all existing improvements and facilities from damage during the progress of his work. No trees, planters, walks, shrubs, signs, fences or other such facilities shall be removed except as shown or called for on the plans or unless specifically authorized in writing by the Engineer. The Contractor shall be held responsible for the care and preservation of the present premises and of adjacent premises and coterminous property. Any parts of them which are injured, damaged or disturbed because of his work shall be repaired, replaced or cleaned by him at his expense.

The Contractor shall apply either water and/or dust palliative for the alleviation or prevention of dust nuisance and damage originating from the Contractor's operation.

19. MAINTENANCE CALLOUTS

Any expense for maintenance call-outs by the City's traffic signal maintenance personnel resulting from the Contractor's operations and construction of this project shall be borne by the Contractor.

20. WARRANTIES, GUARANTEES, AND INSTRUCTION SHEETS

Warranties, guarantees and instruction sheets shall conform to the provisions in Section 86-1.04, "Warranties, Guarantees and Instruction Sheets" of the State Standard Specifications and these Special Provisions.

Completed work shall be guaranteed to the City by the Contractor for a period of not less than twelve (12) months following the date of acceptance thereof. Where Contractor-installed equipment and/or facilities are damaged prior to final acceptance by the City, the Contractor shall repair or replace such equipment and/or facilities at his/her own expense.

21. STORAGE OF MATERIALS

The site of work shall be maintained clean at all times. Excavated material shall be loaded directly and hauled away from job site for disposal at the Contractor's expense. The Contractor shall not store material on job site. Contractor shall store material at a site convenient to the job, off public ways, arranged and paid as a part of his Contract work.

22. VERIFYING, MARKING, AND RE-ESTABLISHING SURVEY MONUMENTATION

Prior to work, the Contractor shall locate all survey monuments and property corners within the areas of demolition, concrete and paving. Survey ties shall be performed to allow the Contractor to reset/reestablish survey monumentation and/or property markers. All work shall be done by a licensed Surveyor or Civil Engineer authorized to practice Land Surveying in the State of California.

The contractor shall also provide a signed Certificate of Monument Preservation (ED-006) prior to work activities being conduct on site.

23. CONSTRUCTION STAKING

The Contractor shall provide all staking and layout points for the establishment of street subbase grade and subgrade, flowline, native earth swale finish grade, native earth embankment, A.C. paving, P.C.C. infrastructures such as curb and gutter, driveway, sidewalk, storm drainage facilities, signage and striping, demolition layout work and miscellaneous items. The Contractor is responsible to engage a contract with a California-licensed Land Surveyor or Registered Civil

Engineer authorized to practice land surveying to oversee the land survey work for this project. The staking and demolition layout work to be provided by the Contractor is as follows:

- A. Establish and verify horizontal control/baseline and vertical control for the project. If there are any discrepancies found, notify the Design Engineer immediately.
- B. The demolition layout shall be completed by painting the demolition lines along the pavement areas for sawcutting and grinding. Demolition layout lines in native earth areas shall be established with hubs and lath placed at 25 feet on center and at all angle points along the demolition line. Cut and fill vertical distances from the hubs to the native finish design grade will be established.
- C. Install offset hubs at an offset distance determined by the Contractor for the stormwater piping. Hubs shall be placed at 20 feet on-center, at beginning and ending points and at pipe fittings. Cut and fill vertical distances referenced from the top of hub to the pipeline flowline shall be prepared and issued to the Contractor.
- D. Offset hubs shall be placed in-line with the exterior edges of the stormwater inlet structures at an offset distance determined by the Contractor. Cut and fill vertical distances as referenced from the hubs to the top of finish inlet structure design grade shall be prepared and issued to the Contractor.
- E. Place offset hubs 25 feet on center along P.C.C. curb and gutter, end of curve radii, beginning of curve radii, $\frac{1}{4}$ and $\frac{1}{2}$ delta angle points at curve radii and barrier curb or curb and gutter ending points at an offset established by the Contractor for the rough grading work required to establish subbase elevation grade for the P.C.C. curb and gutter, P.C.C. sidewalk, P.C.C. sidewalk drain, ramp, and A.C. paving. Cut and fill vertical distances from the hubs to the subbase design grade will be established.
- F. Place offset stakes at an offset distance and location determined by the Contractor at the P.C.C. ramp, catch basins, sidewalk drains and other P.C.C. infrastructure after rough grading work has been accomplished. Cut and fill vertical distances as referenced from the offset stakes to the top of P.C.C. infrastructure elevation shall be established.
- G. Place offset stakes at an offset distance and location determined by the Contractor for the traffic signal pole foundations and equipment for horizontal purposes.

The construction staking shall be completed under the supervision of a Registered Civil Engineer or Land Surveyor licensed to practice land surveying in the State of California. Cut sheets shall be provided to the Contractor, Construction Manager/Resident Engineer and pertinent subcontractors within 24 hours after the completion of staking activities. **If cut sheets are not provided within 24 hours after staking activities are completed, Contractor shall halt construction activities until they are received; Contract Time will not stop or be extended.** Staking shall be established according to the control points as illustrated on the design plans. Staking shall be established at even stationing; i.e., 9+00, 9+25, 9+50, 9+75 and so on. The Contractor shall carefully preserve benchmarks, reference points, stakes and layout points, and in case of willful or careless

destruction, shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by its unnecessary loss or disturbance.

24. CONSTRUCTION WATER SUPPLY

The Contractor may use City water through a water meter to be provided by the City contingent upon a non-refundable deposit of five hundred dollars (\$500). Contractor shall be responsible for payment of water usage as billed by the City.

25. MAINTAINING EXISTING TEMPORARY ELECTRICAL SYSTEMS

Traffic signal system shutdown, if required, shall be limited to periods between the hours of nine (9:00) AM and three thirty (3:30) PM.

The Contractor shall place “STOP AHEAD” and “STOP” signs shall be furnished by the Contractor and shall conform to the provisions in Section 12-3.06, “Construction Area Signs,” of the Standard Specifications, except that the base material for the signs shall not be plywood.

Two “STOP AHEAD” signs and two “STOP” signs shall be placed for each direction of traffic. Location of the signs shall be as directed by the City Traffic Engineer.

Full compensation for furnishing, installing, maintaining, and removing temporary “STOP AHEAD” and “STOP” signs, and for covering signs not in use, shall be considered as included in the contract lump sum price paid for the signal item involved and not additional compensation will be allowed therefore.

All existing signal indications, pedestrian push buttons, detectors, and control equipment shall be maintained in operation at all times, except during shutdown hours as specified above.

Costs for overhead temporary wiring, which may be required to keep the signals in operation during intersection re-wiring, shall be considered as a part of the lump sum bid price for each intersection.

26. CLEANUP OF SITE

During the progress of the work, the Contractor shall keep the premises occupied by him in a neat, orderly and sanitary condition. He shall dispose of refuse as often as directed, or as may be necessary so that at no time shall there be any accumulation of rubbish, excavated material or equipment that will interfere with convenience or operation of materials so as to provide the minimum obstruction to traffic at all times.

Dirt, dust, mud, native earth material, sand, gravel, asphalt debris, cement debris and all other construction-related material shall be swept from the street areas in the vicinity of the project sites on a daily basis. The material shall be removed and disposed of by the Contractor. The street sections to be cleaned are within the street areas opened to traffic. The clean-up work shall be incidental to the specific “schedule” or “additive” mobilization cost.

27. EL CENTRO BUSINESS LICENSE

The Contractor and Subcontractors performing work on this project shall obtain a business license from the City of El Centro at 1275 W. Main Street, El Centro, California 92243, telephone number (760) 337-4508. The Contractor and Subcontractors shall contact the Building Department regarding the cost of the license and include the business license cost in the proposal.

28. AIR POLLUTION CONTROL DISTRICT REQUIREMENTS

The Contractor shall be required to comply with the County of Imperial Air Pollution Control District's requirements. County of Imperial Air Pollution Control District forms, requirements and information are available via the internet at <https://apcd.imperialcounty.org/>. The Contractor shall be responsible for completing, submitting and implementing the Construction Notification Form and Dust Control Plan as required by the Imperial County Air Pollution Control District. The Contractor shall be responsible to apply water to the construction work area on a daily basis to mitigate dust creation and provide all personnel, equipment and material to minimize dust at the project in conformance with the County of Imperial Air Pollution Control District requirements.

29. BMP INSPECTION AND MAINTENANCE

Inspection and maintenance are required for all BMPs (run-on control, and sediment control) to maintain effectiveness for reducing or eliminating the amount of sediment that leaves a site for the duration of the Project. This is required on a daily basis and will be the Contractor's responsibility.

30. MATERIAL DELIVERY TICKETS

The Contractor shall provide material delivery tickets to the City for Class 2 Base, P.C.C. concrete, asphalt concrete, and similar items delivered to the project site. The material tickets shall be presented to the City immediately upon the material item arriving at the project site. The material delivery tickets shall be provided by certified weight scale. Certified Weight Scale Delivery Tickets are required in order to receive payment.

31. POTHOLING

At least two working days (48 hours) prior to any potholing or excavating, the Contractor shall contact Underground Service Alert of Southern California at 811 for a Dig Alert I.D. Number. Section 4216/4217 of the Government Code requires a Dig Alert Identification number be issued before a "Permit to Excavate" will be valid.

The Contractor shall pothole all underground utilities which are shown on the Plans or marked in the field by utility owners as being within 5 feet horizontal distance from the edge of any planned fiber optic conduit alignment, and which are at or above the planned project facility.

The Contractor shall pothole all utility crossings on public streets. The Contractor shall verify depth of all service utility crossings under sidewalk and roadway widening at a minimum of one hundred (100) foot intervals along each utility.

The potholing shall be done ahead of the any subgrade preparation such that the information on horizontal location and depth shall be given to the Agency's Authorized Representative at least 3 days ahead of construction but not greater than 21 days ahead of construction in that area. The Contractor shall refill these potholes immediately after establishing those locations. The refilling shall conform to the relative compaction requirements for trenches.

In the event obstructions not shown on the Plans are encountered during the progress of the Work which will require alterations to the Plans, or if potholing indicates utilities are located other than as shown on the Plans, the Agency's Authorized Representative shall have the authority to change the Plans and order the necessary deviation from the project planned line and grade.

The Contractor shall not make any deviation from the specified line and grade without approval by the Agency's Authorized Representative. Should any deviations in the line and grade be permitted by the Agency's Authorized Representative at the written request of the Contractor, any additional costs for pavement restoration, or other additional costs shall be borne by the Contractor.

Full compensation for potholing and refilling shall be considered as included in the price bid for other items of work and no additional compensation will be allowed therefore.

32. PROJECT SIGNS

California requires a project identity sign for all construction projects in the State of California. At a minimum, this sign must have the project name, the awarding agencies' information, and the funding agencies' information with the associated logos/decals.

California requires a Contractor's identify sign for all construction projects in the State of California. At a minimum, this sign must have the Contractor's name, address, telephone number, Stage Contractor's License number and an after hour's emergency telephone number and email for safety, police and fire emergencies. The Contractor's identify sign shall be installed at two (2) locations designated by the City.

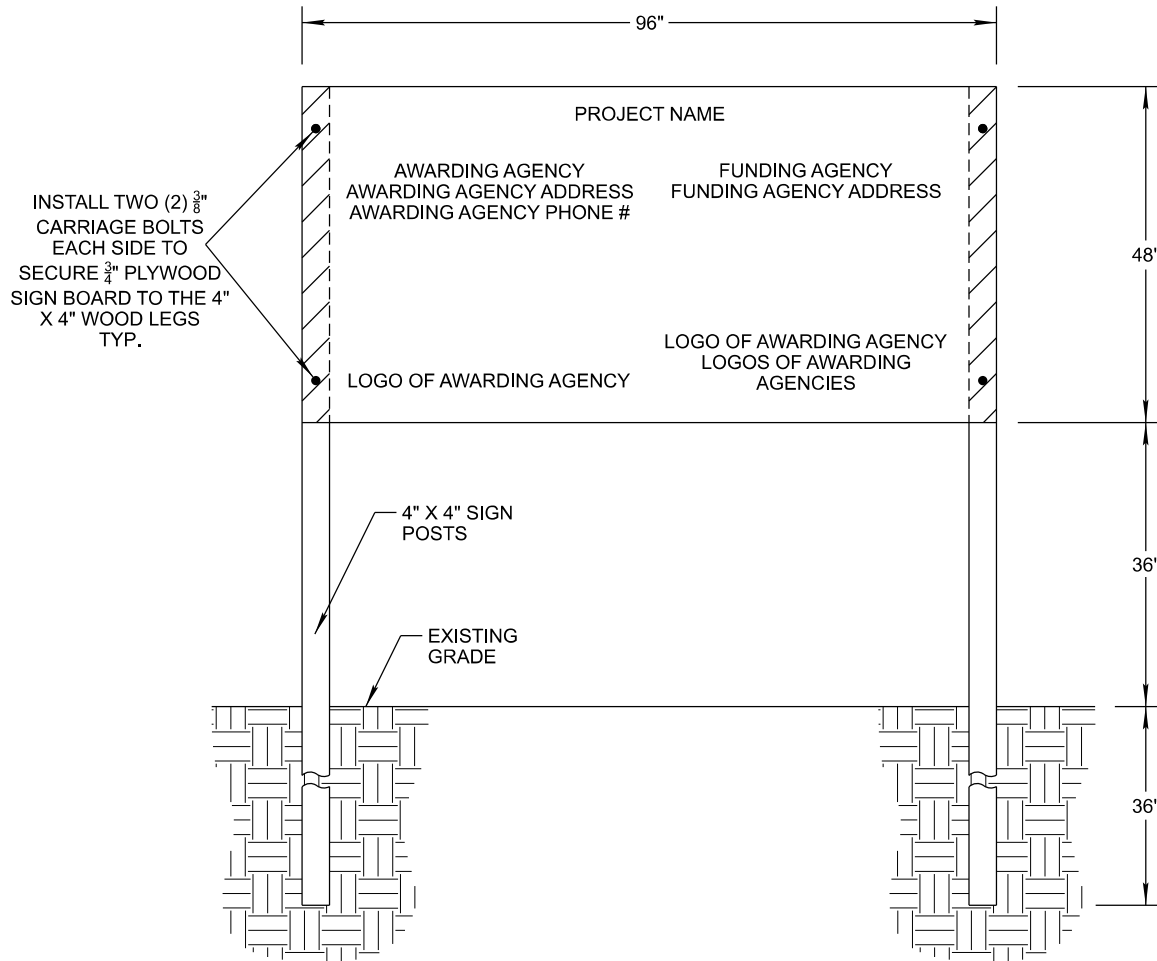
California and Federal labor laws require employee notices and posters be provided at all project sites that employ workers. Federal labor laws for Public Works projects require the current Federal Wage Decisions to be posted and maintained at the project site for the duration of a construction project. California labor laws for Public Works projects require the current State Wage Decisions to be posted and maintained at the project site for the duration of a construction project. In addition there are EEO, OSHA and other required postings to be posted and maintained at the project site for the duration of the construction.

A clear Plexiglass plate is to be placed over the sign to protect the posters from the elements.

The Contractor is responsible for providing, installing and maintaining the project signs required by this section. The Project signs shall be submitted to the Construction Manager as a submittal document for review and approval. The Project signs are to be erected at the project site prior to commencement of any work activities. The Project signs are to remain posted for the entire duration of the project.

Project Signs shall be paid for as a part of the Mobilization and Demobilization Item and shall include full compensation for all labor, materials, equipment and incidentals to provide these signs as required in the Contract Specifications, and as directed by the Engineer, and no additional compensation will be made therefore. Project Sign requirements can be seen below:

PROJECT IDENTITY SIGN



NOTES:

1. AT A MINIMUM PROVIDE THE FOLLOWING INFORMATION ON THE PROJECT IDENTITY SIGN
 - NAME OF THE PROJECT
 - AWARDING AGENCY
 - AWARDING AGENCY ADDRESS
 - AWARDING AGENCY PHONE NO.
 - AWARDING AGENCY LOGO
 - FUNDING AGENCY
 - FUNDING AGENCY ADDRESS
 - FUNDING AGENCY LOGO
2. INSTALL FACING THE PUBLIC

NOT TO SCALE



501 N 44th St, Suite 300
Phoenix, AZ 85008-4505
Tel (602) 454-0402

SP24

SHEET: 1 OF 1

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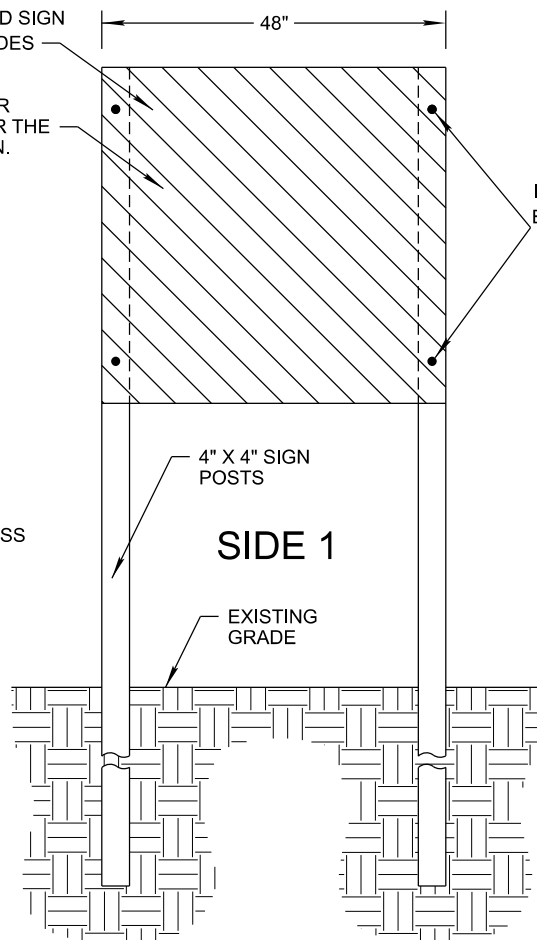
CONTRACTOR IDENTITY SIGN (FACING PUBLIC)

INSTALL $\frac{3}{4}$ " BCX PLYWOOD SIGN
BOARDS TO BOTH SIDES
TYP.

INSTALL CLEAR
PLEXIGLAS® OVER THE
IDENTITY SIGN.

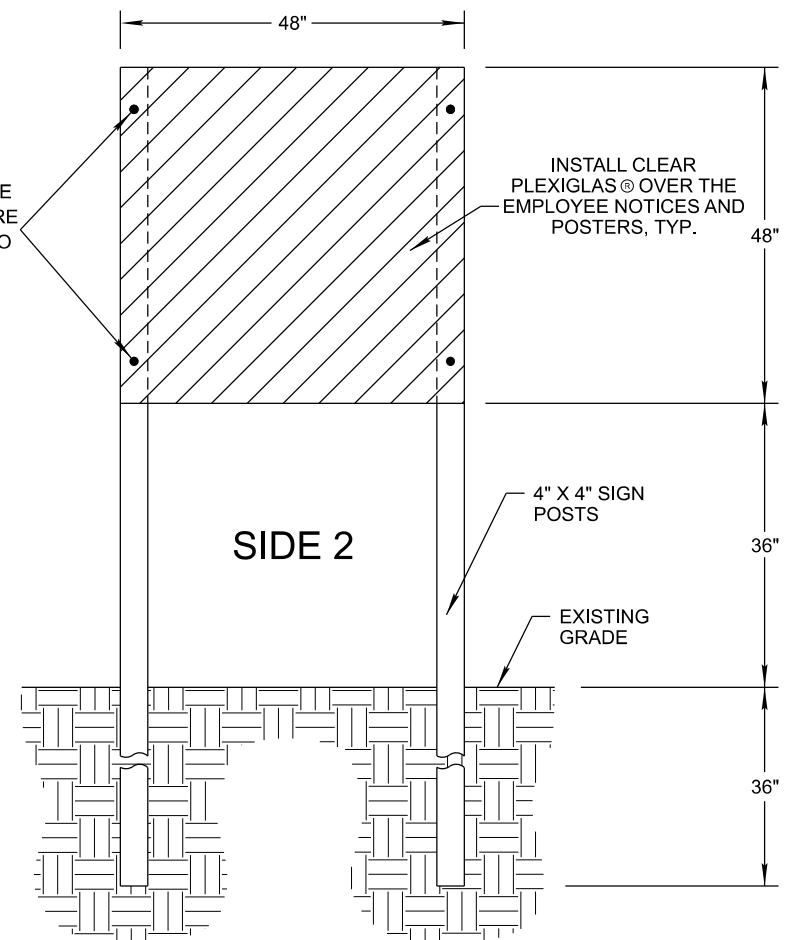
AS A MINIMUM, PROVIDE
FOLLOWING INFORMATION ON
CONTRACTOR'S IDENTITY

PRIME CONTRACTOR'S NAME
CONTRACTOR'S OFFICE ADDRESS
CONTRACTOR'S PHONE #
CONTRACTOR'S LICENSE #
CONTRACTOR'S AFTER HOURS
EMERGENCY PHONE #



FEDERAL AND STATE REQUIRED CONTRACTOR'S EMPLOYEE NOTICES AND POSTERS

INSTALL TWO (2) $\frac{3}{8}$ " CARRIAGE
BOLTS EACH SIDE TO SECURE
 $\frac{3}{4}$ " PLYWOOD SIGN BOARD TO
THE 4" X 4" WOOD LEGS
TYP.



NOTE: THE CONTRACTOR SHALL INSTALL TWO (2) SEPARATE CONTRACTOR IDENTITY AND CONTRACTOR'S EMPLOYEE NOTICE SIGNS OR USE ONE SET OF SIGN POSTS AND MOUNT THE CONTRACTOR IDENTITY AND THE CONTRACTOR'S EMPLOYEE NOTICES ON OPPOSITE SIDES OF THE SIGN POST. THE CONTRACTOR IDENTITY SIGN MUST FACE THE PUBLIC AT THE LOCATION DESIGNATED BY THE AWARDING AGENCY. IF TWO (2) SEPARATE SIGNS ARE INSTALLED, PLACE THOSE SIGNS IN CLOSE PROXIMITY.

NOT TO SCALE



501 N 44th St, Suite 300
Phoenix, AZ 85008-4505
Tel (602) 454-0402

33. AS-BUILTS

The Contractor shall maintain on the job site, a set of full-size black-line prints only, to which the Engineer shall have access at all times.

The Plans, Specifications, and other Contract Documents will govern the project. The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

While it is believed that much of the project will be shown on the Plans or indicated in the Specifications, this does not warrant the completeness or accuracy of such information. The Contractor is required to submit to the Engineer "as-built" prints, prior to the City's accepting the installations. The prints shall indicate in red all deviations from the contract plans such as location number of fiber optic cable, pull boxes and runs, depths of conduit, number of conductors and other appurtenant work for future references.

The Contractor shall ascertain the existence of any conditions affecting the cost of the project which would have been disclosed by a reasonable examination of the site.

On these plans, the Contractor shall mark all as-built conditions, locations, configurations, and other details which may vary from the details represented on the original drawings. This master record of as-built conditions, including all revisions made necessary by Addenda, Change Orders, and the like, shall be maintained up to date during the progress of the work.

In the case of those drawings which are superseded by final shop drawings, the as-built drawings shall be updated by indicating how those portions are superseded.

Upon completion of the work and prior to final acceptance, legible, as-built drawings shall be turned over to the Engineer in electronic format.

Payment

As-Built Plans shall be paid for as a part of the Mobilization and Demobilization Item and shall include full compensation for all labor, materials, equipment and incidentals to provide a complete set of As-Built Plans as required in the Contract Specifications, and as directed by the Engineer, and no additional compensation will be made therefore.

34. SUBMITTALS

The Contractor shall submit the following shop drawings or submittal information to the Construction Manager/Resident Engineer for review and approval prior to commencing construction work at the project site. A total of six (6) sets of submittal documents shall be forwarded to the Construction Manager/Resident Engineer. Three (3) reviewed submittal documents shall be forwarded to the Contractor. This list is not intended to be all inclusive and the

Construction Manager/Resident Engineer reserves the right to demand shop drawings and submittal information associated with any other items at its discretion.

1. A.C. mix design. The percent bitumen, sieve analysis, durability, resistance (R-value), aggregate gradation and all other standard parameters. The A.C. mix design shall meet the current Caltrans Standard Specifications. Mix Design is to be current within the last two (2) years.
2. Tack Coat
3. Class 2 Base gradation, durability, R-value and sand equivalent
4. Sand backfill gradation and sand equivalent
5. P.C.C. concrete mix design
6. Concrete curing compound
7. Truncated domes for the ADA compliant ramps
8. New signs and sign posts
9. Decomposed Granite – 5 Gallon Buckets and Gradation, R-value and sand equivalent
10. 2"x8" Pressure Treated Header Board
11. Thermoplastic traffic paint for marking and traffic paint for striping
12. Retroreflective raised pavement markers
13. Traffic Control Plans
14. Traffic Control Signs, barricades, cones and devices including all items illustrated on the Traffic Control Plans
15. Reinforcing bars
16. Fire Hydrant Relocation Materials
17. Under Sidewalk Drain
18. Bus Stop Shade and Bench Materials identified on G-02.06
19. Erosion Control Plans
20. Erosion Control BMP items
21. Non-traffic pull box
22. Rectangular Rapid Flashing Beacons
23. Caltrans LAPM forms and other documents required by the funding agency(ies)
24. Project Identity and Construction Signs
25. Construction Schedule
26. The letter designating the project superintendent
27. Schedule of Values

THE CONTRACTOR SHALL NOT INITIATE CONSTRUCTION UNTIL SUBMITTAL FOR ANY MATERIAL USE IS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL OBTAIN APPROVALS ON SUBMITTALS OF ITEMS

35. CERTIFICATE OF COMPLIANCE VERIFICATION

Certificates of Compliance shall be submitted by the Contractor for selected construction items during the submittal phase in accordance with the governing agency's(ies') requirements and the Contract Documents. Prior to installing the preapproved construction items by the Certificates of Compliance, the actual items delivered to the project site shall be inspected, verified and approved

by the Engineer. The Contractor shall not install the construction items unless the Engineer satisfactorily complete the inspection and verify the delivered construction items conform with the batch numbers, lot numbers and any other product data indicated on the previously submitted Certificates of Compliance for the construction items.

36. SUBGRADE PREPARATION

The Class 2 Base beneath A.C. pavement and concrete infrastructure shall be placed to within ± 0.01 feet of design subgrade prior to the placement of A.C. pavement or P.C.C. concrete. The Construction Manager shall field verify the subbase elevations in the field prior to the placement of Class 2 Base material. Placement of P.C.C. concrete or A.C. pavement shall not be allowed until the Construction Manager has approved the subgrade design grade. Prior to the Construction Manager's inspection of the subgrade, the Contractor shall establish bluetop hubs (stakes set to design subgrade) 25 feet on center along street sections. The stakes shall be established at the edge of pavement, centerline and hinge points/grade breaks across the street sections. Bluetop stakes shall also be placed at 25 foot stations along barrier curb and curb and gutter lines.

37. TEMPORARY CONSTRUCTION EASEMENTS (TCE's)

The Contractor shall be responsible for reviewing the plans prior to bid to ensure that all potential TCE's are identified. Contractor shall be responsible for coordinating with property owner's if it is deemed that a TCE or individual agreement is required, and no additional compensation shall be provided.

PAY ITEMS

BID ITEM 1 - MOBILIZATION AND DEMOBILIZATION

Description:

Mobilization and Demobilization shall conform to the provisions in Section 7-3.4, "Mobilization" of the Standard Specifications (Greenbook). Mobilization includes expenditures for all preparation of work in operations, including but not limited to, those costs necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all facilities necessary for work on the project, and for all other work and operations which must be performed, and costs incurred prior to the beginning of work on the various contract items on the project site including the related demobilization costs anticipated at completion of the project.

Mobilization and Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

- a) Obtaining all permits, licenses, insurance, and bonds (performance and payment bonds). Providing copies to the Construction Manager/Resident Engineer;
- b) Moving onto the Jobsite all of Contractor's plant, material and equipment as required;
- c) Developing construction water supply;
- d) Providing restroom facilities – two (2) gender-neutral units near construction activities;
- e) Providing potable water facilities as specified. This includes a means by which all on site Contractor, Subcontractor or supplier personnel can wash their hands with soap. It also includes providing potable drinking water to the construction personnel at the project site;
- f) Pot-holing to verify the locations of the existing utilities within the limits of construction;
- g) Submitting all required Subcontractor insurance certificates, bonds and contract agreements with subcontractors;
- h) Paying Taxes and Freight;
- i) Posting all CAL/OSHA required notices and establishment of safety programs;
- j) Having the Contractor's representative at the Jobsite full time;
- k) Furnishing of Construction Schedule, Contract Price Breakdown (Schedule of Values), Submittal Documents and Submittal Schedules;
- l) Preparing and providing As-Built drawings;
- m) Attending Project Meetings;
- n) Complying with the Air Pollution Control District Permit Requirements and paying the associated Fees;
- o) Providing Project Signs (Contractor's Identity Sign and Project Identity Sign);
- p) Coordinating with utility purveyors, complying with their requirements and paying any fees;
- q) Securing any temporary construction easements with private property owners and paying any fees;

- r) Complying with the funding source requirements, filling out the required forms (Caltrans LAPM forms), and submitting the required forms in timely manner; and
- s) Paying other miscellaneous fees.

Method of Measurement:

Mobilization and Demobilization will be measured for payment by the lump sum as a single unity of work.

Basis of Payment:

All costs incurred for the mobilization and the associated work shall be included in the Bid Item for the Mobilization cost and no additional compensation shall be provided therefore.

BID ITEM 2 - CLEARING AND GRUBBING

Description:

The work under this item shall adhere to the requirements set forth in Section 300-1 of the GreenBook, as well as the modifications identified in Section 9, EARTHWORK, of these Special Provisions. Also included is the removal and/or salvaging of all landscaping features identified on the plans, including all shrubs, bushes, custom landscaping features, pavers, boulders, etc. Contractor shall be responsible for reviewing all landscaping features on the plans identified for removal to ensure that all aspects are accounted for during clear and grub operations.

Construction Requirements:

Contractor shall notify homeowners prior to removal of landscaping features fronting their property that are within the City Right-of-Way.

Contractor shall coordinate with homeowners when salvaging boulders, pavers, planters, etc. to ensure adequate placement/storage.

Method of Measurement:

Clearing and grubbing will be measured on a lump sum basis.

Basis of Payment:

The accepted quantities of clearing and grubbing, measured as provided above, will be paid for at the contract lump sum price, including furnishing, placing, and compacting the material required to fill the cavities resulting from the removal of tree stumps or other materials. Removal and disposal of existing landscaping features identified on the plans, including salvaging to a location identified by the homeowners, is included.

No payment will be made for clearing and grubbing outside the specified limits, unless such work is authorized by the Engineer.

BID ITEM 3 - REMOVAL OF CONCRETE SIDEWALK

BID ITEM 4 - REMOVAL OF CONCRETE CURB AND GUTTER

BID ITEM 5 - REMOVAL OF SINGLE CURB

BID ITEM 7 - REMOVAL OF CROSS GUTTER

BID ITEM 10 - REMOVAL OF ADA CURB RAMPS

Description:

The work under these items shall consist of the removal, wholly or in part, and satisfactory disposal of all structures and obstructions within the right-of-way which have not been designated on the project plans or specified in the Special Provisions to remain, except for those structures or obstructions which are to be removed and disposed of under other items of work in the contract. The work shall also include salvaging designated materials and backfilling the resulting cavities.

Existing structures, sidewalks, curbs, gutters, cross gutters, ramps, and other existing improvements which are to become an integral part of the planned improvements shall remain even though not specifically noted.

Materials removed and not designated to be salvaged or incorporated into the work shall become the property of the contractor.

Construction Requirements:

Concrete curb, gutters, sidewalk, cross gutters, and curb ramps, shall be removed to neatly sawed edges with saw cuts made through the entire thickness. Concrete sidewalk to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in the sidewalk would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the sawcut would fall within 12 inches or a score mark the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed on a neat line at right angles to the curb face.

Where new concrete is to joint existing concrete, the existing concrete shall be saw cut to a true line with straight vertical edges free from irregularities. Dowels shall be placed within the existing concrete to ensure no vertical separation from subgrade expansion (#4 bars at 12" on center).

Concrete removal operations shall be performed without any damage to any portion that is to remain in place. All damage to the existing concrete, which is to remain in place, shall be repaired to a condition equal to that existing prior to the beginning of removal operations. The repairing of existing concrete damaged by the contractor's operations shall be at no additional cost to the City.

Method of Measurement:

Removal of concrete sidewalk will be measured by the square foot.

Removal of concrete curb and gutter will be measured by the linear foot.

Removal of single curb will be measured by the linear foot.

Removal of cross gutter will be measured by the square foot.

Removal of ADA curb ramps will be measured by the square foot.

Basis of Payment:

The accepted quantities of removal of curb and gutter, measured as provided above, will be paid for at the contract price per linear foot of concrete curb removed, which price shall be full compensation for the work, complete in place.

The accepted quantities of removal of concrete sidewalk, cross gutter, and ADA ramps, measured as provided above, will be paid for at the contract price per square foot of concrete sidewalk, concrete driveway, concrete cross gutter and ADA ramp removed, which shall be full compensation for the work, complete in place.

BID ITEM 6 – REMOVAL OF CONCRETE DRIVEWAY**Description:**

The work under these items shall consist of all labor, equipment, and materials necessary for the complete removal and satisfactory disposal of existing concrete pavement for driveways as identified on the project plans or specified in the Special Provisions. The work shall also include cleaning and preparing the subgrade or base for subsequent construction, as directed by the Engineer.

Construction Requirements:

The existing concrete driveway pavement shall be removed to the limits and depths shown on the plans or as directed by the Engineer. The contractor shall take care to avoid damaging adjacent pavement, curb, gutter, or underlying base materials not designated for removal. After removal, the exposed subgrade or base material shall be graded smooth and compacted to a minimum of 95 percent of the maximum density in accordance with the applicable test methods of the City of El Centro “Green Book” or as directed and approved by the Engineer.

The contractor shall provide temporary access to vehicles and pedestrians along any driveway paths, and drivable paths in the asphalt. Any temporary access shall be approved by the Engineer. Where necessary, temporary tapers or safety measures shall be provided to ensure safe conditions

Method of Measurement:

Removal of Concrete Driveway will be measured by the square foot.

Basis of Payment:

The accepted quantities of Removal of Concrete Driveway, measured as provided above, will be paid for at the contract unit price per square foot (SF), and shall be full compensation for furnishing all labor, tools, equipment, and incidentals necessary to remove and dispose of the concrete driveway, including cleanup, subgrade preparation, and compaction as required.

BID ITEM 8 - REMOVAL OF FENCE**BID ITEM 9 - REMOVAL OF WOODEN SIGN POST****Description:**

The work under this item consists of furnishing all labor, equipment and materials to remove and salvage the existing fence and wooden sign posts, in accordance with the details shown on the plans and specified herein.

Materials:

All materials that are required to be replaced shall be in accordance with the notes shown in the project plans.

Materials that require replacement due to damage by the contractor shall be replaced at no additional cost to the City.

Construction Requirements:

The existing fence designated to be salvaged shall be carefully stockpiled or stored by the contractor at the El Centro Public Works Yard at 307 W. Brighton Avenue, El Centro, CA, 92243 or as directed by the Engineer.

The removal of the wooden guard post shall include the removal of the post, and any associated foundations.

Method of Measurement:

Removal and salvaging of the existing fence will be measured by a unit of linear foot.

The removal of the guard post will be measured by a unit of each.

Basis of Payment:

The accepted quantities of removal and salvaging the existing, measured as provided above, will be paid for at the contract price per lineal foot of fence removed, for a unit of each for the guard post removal and salvaged at the City of El Centro Public Works Yard, which price shall be full compensation for the work, complete in place.

BID ITEM 11 - RELOCATE MAILBOX**Description:**

The work under this item shall consist of all labor, equipment, and materials necessary to remove and relocate existing mailboxes as shown on the plans or as directed by the Engineer. This work includes careful removal, transport, reinstallation at a new location, and adjustment of the mailbox and post to ensure compliance with USPS standards and City of El Centro requirements.

Construction Requirements:

Mailboxes shall be carefully removed to prevent damage to the mailbox unit. Any components damaged by the Contractor during removal, transport, or installation shall be replaced at the contractor's expense.

The relocated mailbox shall be installed at the specified location on the plans or as approved by the Engineer. The relocated mailbox shall be installed such that it is structurally stable, and the surrounding ground is neat and restored to its original condition upon completion of relocation.

Contractor shall ensure that temporary mailboxes are set up so that mail delivery services are not interrupted during construction activities.

Method of Measurement:

Relocation of Mailbox will be measured by the unit of each.

Basis of Payment:

The accepted quantities of Relocation of Mailbox, measured as provided above, will be paid for at the contract unit price per each mailbox relocated. This price shall include full compensation for all labor, tools, equipment, materials, and incidentals required to complete the work, including removal, transport, temporary mailboxes, reinstallation, and restoration of the surrounding area.

BID ITEM 12 - ADJUST UTILITY VAULT TO FINISHED GRADE

BID ITEM 13 - ADJUST WATER VALVE CANS TO FINISHED GRADE, EC-700

BID ITEM 14 - ADJUST MANHOLE FRAME & COVER TO FINISHED GRADE, EC-812

BID ITEM 15 - ADJUST WATER METER BOX TO GRADE

Description:

The work under these items shall consist of furnishing all labor, materials, and equipment necessary to adjust all frames, covers, vaults and valve boxes as indicated on the plans or as designated by the Engineer. The frames shall be set to finished grade as identified on the plans or associated details.

The Contractor may elect to remove old frames, covers, vaults and valve boxes and then install new frames and/or boxes in accordance with standard detail drawings at no additional cost to the City.

The Contractor shall be responsible for maintaining an accurate description and location of all items to be adjusted. The locations shall be referenced with map documentation by the use of swing ties or GPS locations. This information shall be supplied to the Engineer and utility owner(s) prior to taking any action that would hide or restrict access to the items to be adjusted.

Any missing or defective frames, covers, valve boxes or related hardware shall be reported to the Engineer in writing during the initial location process to allow for timely replacement. The Engineer shall be responsible for providing replacement items to the contractor. The contractor is responsible for providing items required to accomplish the required adjustments such as additional adjusting rings, valve box extensions, meter box extensions, and pull box extensions.

Construction Requirements:

Lowering Procedure: If required, manholes, valve boxes, vaults or survey monuments located within the paved areas to be milled or reconstructed shall be lowered to an elevation that will allow required work to be accomplished without damaging the facilities. Care shall be taken to prevent entrance of any material into the lowered facilities. Lowering shall be to a depth that will prevent damage to the utility during the construction activities.

All manhole frames, valves boxes, survey hand hole frames and related items removed by the contractor during the lowering process shall be maintained in a secure area, and the contractor shall bear full responsibility for the material. Any hardware items lost or damaged by the contractor shall be replaced in kind, at no additional cost to the City.

Adjusting Frames: The Contractor shall loosen frames in such a manner that existing monuments, cleanouts, manholes, and valve boxes will not be disturbed or damaged. Debris shields shall be used to prevent debris from entering sanitary sewers or storm drains. All loose material and debris shall be removed from the excavation and the interiors of structures prior to resetting frames. If dirt or debris enters the sewer system, the contractor shall be responsible for cleaning the sewer system for a minimum of one reach (the next downstream structure from the contamination point.)

Frames shall be set to match finished grade or the elevations and slopes established by the Engineer. Manhole frames shall be firmly blocked in place with masonry or metal supports. Spaces between the frame and the facility shall be sealed on the inside to prevent any concrete from entering the hand hole or manhole. A concrete collar shall be placed around and under the frames to provide a seal and properly seat the frame at the required elevation and slope.

Adjustments of utilities, if located within the asphalt pavement, shall be made after placing the final surface course when there is only a single lift of pavement required. When there are multiple lifts of pavement required, adjustments may be made before the final surfacing or as directed by the Engineer.

Adjusting Valve Boxes: Valve boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

Adjusting Vaults: Vaults shall be adjusted to finished grade in areas indicated on the plans, or as established by the Engineer.

Adjustable valve boxes shall, if possible, be brought to grade by adjustment of the upper movable section. Any excavated area shall be filled with concrete to the level of the existing pavement, or as directed by the Engineer.

Method of Measurement:

Adjustment of Utility Vault to finished grade will be measured by the unit of each.

Adjustment of Water Valve Cans will be measured by the unit of each.

Adjustment of Manhole Frames and Covers will be measured by a unit of each.

Adjustment of Water Meter Box will be measured by a unit of each.

Basis of Payment:

The accepted quantity of Adjust Utility Fault to Finished Grade, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work,

The accepted quantity of Adjustment of Water Valve Cans, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place.

The accepted quantity of Adjustment of Manhole Frames and Covers, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place. The accepted quantity of Adjustment of Water Meters, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place.

BID ITEM 16 - UNDER SIDEWALK DRAIN, SEE DETAIL ON DWG G-02.02

Description:

The work under this item shall consist of furnishing all labor, materials and constructing the under sidewalk drain in accordance with the locations and details shown on the project plans.

Materials:

All materials shall conform to the Under Sidewalk Drain Detail shown on DWG G-02.02.

Construction Requirements:

All construction shall be performed in accordance with the project plans and as approved by the Engineer.

All other miscellaneous materials needed to install the Under Sidewalk Drains that are not listed above, complete in place, shall be provided by the contractor in order to provide a complete system in accordance with the details shown on the plans, and as accepted by the Engineer.

Method of Measurement:

Under Sidewalk Drains will be measured by a unit of square foot.

Basis of Payment:

Under Sidewalk Drains, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be full compensation for the work, complete in place, including furnishing and placing diversion channels, cleanouts, and all other materials.

BID ITEM 17 - SUBGRADE PREPARATION

Description:

The work under this item shall include all labor, equipment and materials in the preparation of natural or excavated areas prior to the placement of sub-base material, pavement, curbs and gutters, driveways, sidewalks or other structures. It shall include stripping and disposal of all unsuitable material including existing pavement and obstructions such as stumps, roots, rocks, etc., from the area to be paved.

Construction Requirements:

Preparation of Subgrade: The moisture content shall be brought to that required for compaction by the addition of water, by the addition and blending of dry, suitable material or by the drying of

existing material. The material shall then be compacted to the specified relative density. If pumping subgrade should become evident at any time prior to paving, the Engineer may require proof rolling with a pneumatic-tire roller or other approved equipment in order to identify the limits of the unacceptable area. The proof rolling will be performed at no additional cost to the City.

Relative Compaction: The subgrade shall be scarified and loosened to a depth of 6 inches, except at Holt Avenue when working above the SoCal Gas line. Rock 6-inches or greater in size that becomes exposed due to scarification shall be removed from the scarified subgrade. When fill material is required, a layer of approximately 3 inches may be spread and compacted with the subgrade material to provide a better bond. The subgrade cut and fill areas shall be constructed to achieve a uniform soil structure having the following minimum compaction, measured as a percentage of maximum dry density when tested in accordance with AASHTO T-99, Method A, and T191 or ASTM D6938 with the percent of density adjusted in accordance with the rock correction procedures for maximum density determination. Unless otherwise noted in the project plans or project specifications, compaction shall be performed within 2 percentage points of the optimum moisture content.

- | | |
|--|------------|
| (A) Below pavement, curb and gutter, attached sidewalk, roadway shoulders,
and other areas within right-of-way subject to vehicular traffic | 95 percent |
| (B) Below detached sidewalk not subject to vehicular traffic | 90 percent |

Protection of Existing Facilities: The Contractor shall exercise extreme caution to prevent debris from falling into manholes or other structures. In the event that debris should fall into a structure, it shall immediately be removed.

There are numerous shallow utilities within the limits of the proposed construction. Contractor shall expose all utilities by hand prior to commencing any work to ensure no damage or conflict occurs by way of the proposed improvements. The contractor shall immediately contact the Engineer if any utility falls within the 24" Pavement Structural Section (6" AC, 12" AB, 6" ripped subgrade) prior to continuing.

Method of Measurement:

Measurement for Subgrade Preparation will be by the square yard. The area to be measured will be the total accepted area of new asphalt concrete pavement.

The area under Portland cement concrete surfaces such as concrete curb and gutter, sidewalk, ADA ramps, concrete driveways and driveway entrances, and concrete alley entrances will not be included in the Subgrade Preparation measurement but in their respective bid items.

Basis of Payment:

Payment shall be compensation in full for stripping, scarifying, grading, excavating, hauling, filling, compacting, and disposing of excess or unsuitable materials, together with all costs

incidental thereto. AC Pavement and underlying material removal is included in Subgrade Preparation.

BID ITEM 18 - CLASS II AGGREGATE BASE COURSE

Description:

The work under this item shall consist of furnishing, placing and compacting Class II Aggregate Base Course in accordance with the details shown on the project plans and the requirements of these specifications.

Materials:

The Class 2 Base material shall conform to Caltrans Section 26, latest edition, for ¾-inch maximum base material. The gradation requirements are as follows:

SIZE	PERCENT PASSING
1 IN/25.00MM	100
¾ IN/19.00MM	87-100
#4/4.75MM	30-65
#30/600MM	5-35
#200/75.00MM	0-12

The sand equivalent shall be 25 or greater. An angular aggregate is to be used. Class 2 Base material shall be compacted to 95 percent of maximum density according to ASTM D-1557, unless otherwise noted on the plans or details. The tolerance for the Class 2 Base between design subgrade elevation and actual subgrade elevation as constructed in the field shall be plus or minus 0.02 feet as referenced from the design subgrade. Prior to the placement of Class 2 Base the native subbase grade shall be checked and approved by the Construction Manager. The native subbase grade shall be within plus or minus 0.05 feet of subbase design grade prior to the placement of Class 2 Base.

The Contractor shall supply a five gallon sample of the Class 2 Base to the material testing laboratory within four (4) days of the Notice to Proceed. The material shall be delivered to the testing laboratory to determine the maximum density, gradation, R-value, sand equivalent and durability index of the Class 2 Base. A copy of the test results shall be forwarded to the Construction Manager by the geotechnical consultant for review. The gradation of the Class 2 Base shall be determined and the test results forwarded to the Construction Manager for approval prior to the delivery of the Class 2 Base material to the construction site. Class 2 Base utilizing recycled materials shall not be allowed.

Construction Requirements:

Placement and Construction: The compacted lift thickness shall not exceed 6 inches. Based on the type of material, type of equipment and compaction methods used, the Contractor may propose a greater lift thickness to the Engineer for approval.

After distributing, the aggregate base course material shall first be uniformly watered and then graded to a uniform layer that will net, after compacting, the required thickness. The grading operation shall be continued to such extent as may be necessary to minimize segregation. The quantity of water applied shall be that amount which will assure proper compaction resulting in the density required.

After placement, the aggregate base course surface shall be true, even and uniform conforming to the grade and cross-section specified. In no case shall the aggregate base course vary by more than ½ inch above or below required grade.

Compaction: The contractor is responsible for providing appropriate equipment and techniques to achieve the compaction results required by this specification.

The laboratory maximum dry density and optimum moisture content for the aggregate base course material shall be determined in accordance with AASHTO T-99 method “C” OR “D,” with Rock Correction Procedure. Field ‘one-point’ maximum dry density and optimum moisture procedures will not be allowed for acceptance.

The in-place density shall be determined in the field by nuclear density testing in accordance with AASHTO T-310 or sand cone density testing in accordance with AASHTO T-191. In the event nuclear density testing is selected, and density results are in question, a sand cone correlation will be performed by the accepting agency at the contractor’s request, not to exceed one sand cone for each ten nuclear density tests.

Unless otherwise noted in the project plans or project specifications, the moisture content of the aggregate base course at the time of compaction shall be the optimum moisture content +/- 3%.

Areas, which fail initial testing for density and/or moisture content, shall be reworked until passing tests for density and/or moisture content are achieved. Lower moisture content percentages at the time of field density testing may be allowed if significant time has passed since the time of compaction and the required density has been achieved.

Method of Measurement:

Class II Aggregate Base Course will be measured by the Ton.

Basis of Payment:

Payment for Class II Aggregate Base Course will be made on the basis of the contract unit price per ton.

Payment will not be made for Class II Aggregate Base Course if Certified Weight Tickets are not provided at the time of delivery.

Class II Base quantity on Bid Schedule includes the total project TONS for thicknesses referenced in the details for ADA Ramps, Cross Gutters, Driveways, Alley Approaches and Pavement

Structural Sections. Class II Base quantities on the plan sheets only reflects the TONS for the pavement structural sections.

BID ITEM 19 - ASPHALT CONCRETE PAVEMENT

Description:

The work under this item shall include furnishing all labor and materials, mixing at a plant, hauling and placing a mixture of aggregate materials, including the necessary compaction, mineral admixture and asphalt binder to form a pavement course for placement upon a previously prepared base.

Materials:

The asphalt concrete mix shall meet Section 39 of the latest Caltrans Standard Specifications and the following requirements:

- Aggregate base shall be 3/4-inch maximum, medium.
- Asphalt binder shall be PG 70-10 in accordance with the approved hot mix design.
- The asphalt concrete shall be Type “A” as set forth in the state of California, Department of Transportation, Standard Specifications, Section 39, latest edition.

The contractor shall submit an approved, signed, and verified job mix formula (JMF) on Caltrans Form CEM-3513 to the City and Caltrans during the submittal phase for approval, 15 days prior to the beginning of the work.

Once the mix design has been approved by the agency and the mixing plant selected, the Contractor and/or his supplier shall not change plants nor utilize additional mixing plants without prior approval of the Engineer.

If the contractor elects to change its source of material, the contractor shall furnish the Engineer with a new mix design, which meets the requirements of Caltrans Section 39, as amended by the Project Specifications.

Construction Requirements:

Construction Requirements for AC Pavement shall conform to Section 39 of Caltrans Standard Specifications.

Method of Measurement:

Asphalt Concrete Pavement will be measured by the Ton for the mixture actually used as allowed above, which shall include the required quantities of mineral aggregates, asphalt binder, and

mineral admixture. Measurement will include any tonnage used to construct any pavement section identified on the plans or as directed by the Engineer.

Certified Weight Tickets shall be provided at the time of material delivery.

Basis of Payment:

The asphalt concrete measured as provided above will be paid for at the contract price per ton, which price shall be full compensation for the item complete, as described in Caltrans Standard Specifications, Section 39, and herein.

Payment will not be made for Asphalt Concrete Pavement if Certified Weight Tickets are not provided.

BID ITEM 20 - BITUMINOUS TACK COAT (SS-1h)

Description:

The work under this item shall include all labor and materials required to apply tack coat as described in Caltrans Standard Specifications, Section 39.

Materials:

Tack coat (SS1H) application shall be in accordance with Section 39-2.01C(3)(f) of the latest Caltrans Standard Specifications.

Construction Requirements:

The tack coat shall be applied to the existing pavement surface, between HMA layers, and to vertical surfaces of curbs, gutters, and construction joints per the residual rates shown in Section 39-2.01C(3)(f).

A similar tack coat shall be applied to the surface of any course if the surface is such that a satisfactory bond cannot be obtained between it and a succeeding course.

The contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with SS-1h emulsified asphalt per the application rate, as specified in the Caltrans Standard Specifications Section 39-1.09C, immediately before the adjoining asphalt concrete is placed.

Method of Measurement:

Bituminous Tack Coat shall be measured by the actual tonnage used, which shall be verified by a certified weight ticket printed from the application truck.

If a certified weight ticket is not provided at conclusion of usage, no payment will be made.

Basis of Payment:

Full compensation for furnishing all labor, materials, tools, and equipment and for doing all the work involved in tack coat application shall be considered as included in the contract unit price paid per ton of tack coat installed and no additional/separate compensation shall be provided for tack coat application.

BID ITEM 21 - CONCRETE CURB AND GUTTER, TYPE A-6, EC-200

BID ITEM 22 - CONCRETE CROSS GUTTER, EC-270 & EC-273

BID ITEM 23 - 6" RETAINING CURB

BID ITEM 24 - CONCRETE SIDEWALK, EC-400

BID ITEM 25 - CONCRETE DRIVEWAY, EC-230 & EC-262

BID ITEM 26 - CONCRETE DRIVEWAY, EC-240 MODIFIED

BID ITEM 27 - CONCRETE DRIVEWAY, EC-250

BID ITEM 28 - TYPICAL ALLEY APPROACH, EC-501.1 & EC-501.2

BID ITEM 29 - DETECTABLE WARNING SURFACE, EC-403

BID ITEM 30 - CONCRETE ADA RAMP, EC-403-0 & EC-403-03

BID ITEM 31 - CONCRETE ADA RAMP, EC-403-0 & EC-403-03 MODIFIED

BID ITEM 32 - CONCRETE ADA RAMP, EC-403-0 & EC-403-04

BID ITEM 33 - CONCRETE ADA RAMP, EC-403-0 & EC-403-05

BID ITEM 34 - CONCRETE ADA RAMP, EC-403-0 & EC-403-06

BID ITEM 35 - CONCRETE ADA RAMP, EC-403-0 & EC-403-07

BID ITEM 36 - CONCRETE ADA RAMP, EC-403-0 & EC-403-08

BID ITEM 37 - CONCRETE ADA RAMP, EC-403-0 & EC-403-10 MODIFIED

BID ITEM 38 - CONCRETE ADA RAMP, EC-403-0 & EC-403-11

Description:

The work under these items shall consist of furnishing all materials and constructing Portland cement concrete curb, curb and gutter, ramp curb, sidewalk, ADA ramps, and cross gutters at the locations shown on the project plans in accordance with the details shown on the plans and the requirements of these specifications.

Materials:

Concrete: Concrete shall meet the City's minimum compressive strength (28-days) of 4,000 psi. The mix shall be per Green Book Class 650-CW-4000 with a maximum slump of 4 in for all PCC.

Sand: Clean granular sand free of clay, shale and deleterious material shall be delivered to the site and placed as noted on the plans. Sand shall be compacted to 90 percent of maximum density at optimum water content per ASTM D-1557 unless otherwise noted on the plans. The material shall conform to a sand equivalent of 30 or greater. The maximum amount of material passing the number 200 sieve shall be 6 percent. The sand shall conform to the following gradation percentages:

SIEVE SIZE PERCENT PASSING

3/8"	100
NO. 4	98-90
NO. 8	90-75
NO. 10	75-60
NO. 16	60-50
NO. 30	50-38
NO. 40	38-29
NO. 50	29-19
NO. 100	19-7
NO. 200	6-0

The Contractor shall supply a five gallon sample of sand material to the material testing laboratory within four(4) days after the Notice to Proceed is issued. The gradation, sand equivalent and maximum density of the sand material shall be determined. The test results shall be forwarded to the Construction Manager. The cost of testing shall be incurred by the Contractor. The gradation of the granular sand shall be determined and the test results forwarded to the Construction Manager prior to the delivery of the granular sand material to the construction site. Prior to the placement of sand the native subbase grade shall be checked and approved by the Construction Manager.

Detectable Warning Surface: Detectable warnings shall consist of raised truncated domes aligned in a square grid pattern in conformity to the Americans with Disabilities Act Accessibilities Guidelines (ADAAG). Truncated domes shall have the following nominal dimensions: base diameter of 1.0 inches (0.9 inches minimum) top diameter of 50 percent of the base diameter minimum to 65 percent of the base diameter maximum, and height of 0.2 inches. Dome center-to-center spacing of 2.35 inches, measured between the most adjacent domes on the square grid. Dome center-to-center spacing for radial installations shall be 1.6 inches minimum and 2.4 inches maximum with a base-to-base spacing of 0.65 inches minimum. Detectable warning panels shall be installed with the dome spacing and alignment maintained across adjoining panels.

Detectable warnings shall contrast visually with adjoining surfaces, either light-on-dark or dark-on-light. Specific colors to be used shall be approved by the City prior to installation. Detectable warnings shall have integral color throughout.

Detectable warning materials shall be durable with a non-slip surface not subject to spalling, chipping, delamination, or separation. All detectable warnings shall be approved by the City prior to installation.

Curing Compound: Curing Compound shall conform to Section 201-4.1 of the Green Book.

Expansion Joints: Premolded expansion joint filler (Bituminous) shall meet ASTM D994 and conform to section 201-3.2 of the Green Book.

Construction Requirements:

Existing concrete shall have a clean vertical edge where it is to be joined by new construction. Sawcutting is required when the existing matching edge is not a straight vertical edge.

Subgrade Preparation: The subgrade shall be constructed and compacted true to grades and lines shown on the plans and as specified in Section 301-1 of the Green Book. All soft or unsuitable materials shall be removed to a depth of not less than 6 inches below subgrade elevation and replaced with material satisfactory to the Engineer. Removal and replacement of soft or unsuitable materials will be paid for as extra work.

The upper 6 inches of marginally expansive soils shall be compacted at a moisture content between 0% to 3% above optimum moisture per ASTM D698. Expansive soils shall be considered unsuitable and shall be treated or removed and replaced with material as directed by the Engineer. Alternate corrective measures contained in an existing geotechnical report or new site analysis can be submitted to the Engineer for approval. The submittal of alternative corrective measures must be a recommendation of California registered engineer and have the professional seal affixed.

Material removed for construction shall not be placed on the base and/or surfacing material already in place on the roadway nor shall the excavated material be placed in such a manner as to interfere with access to property or traffic flow in the street.

Formwork: Concrete curbs, gutters and sidewalks shall be constructed by the conventional use of forms, or may be constructed by means of an appropriate machine when approved by the Engineer.

If machines designed specifically for such work and approved by the Engineer are used, the results must be equal to or better than that produced by the use of forms. If the results are not satisfactory to the Engineer, the use of the machine shall be discontinued, and the Contractor shall make necessary repairs at his own expense. All applicable requirements of construction by use of forms shall apply to the use of machines.

Forms conforming to the dimensions of the curb, gutter, sidewalk, curb ramps, and cross gutters shall be carefully set to line and grade, and securely staked in position. The forms and subgrade shall be watered immediately in advance of placing concrete.

Forms shall be thoroughly cleaned each time they are used, and shall be coated with a light oil, or other releasing agent of a type, which will not discolor the concrete.

Concrete Placement: Placement of concrete for curbs, gutters, sidewalk, ADA ramps, and cross gutters shall conform Section 303-5.3 of the Green Book.

Joints: Concrete Joints shall conform to Section 303-5.4 of the Green Book.

Finishing: Finishing of concrete curb, gutter, sidewalk, ADA Ramps, and cross gutters shall conform to Section 303-5.5 of the Green Book.

Curing: As soon after the completion of the finishing operation as the condition of the concrete will permit, all exposed surfaces shall either be sprayed with a pigmented curing compound or sealed with a material conforming to Section 201-4.1 of the Green Book. Curing compound shall be applied under pressure through a spray nozzle in such manner and quantity as to entirely seal all exposed concrete surfaces with a uniform film. The membrane shall be applied in two applications for a total coverage of 150 square feet per gallon. Concrete surfaces shall be kept damp until the curing compound is applied. Should the curing compound seal be broken or damaged before the expiration of 10 days after the placing of the concrete, the break shall be immediately repaired by the application of additional curing compound over the damaged area.

Curing compound is required for **100% coverage** of the newly poured sidewalk, curb, gutter, ADA Ramps and cross gutters.

Detectable Warning Surfaces: Detectable warnings shall be placed in freshly poured concrete (wet-set). Detectable warnings using wet-set placement shall have the bottom of the detectable warning continuously supported by the underlying concrete with no air voids.

Tolerances: The face, top, back, and flow line of the curb and gutter shall not deviate in excess of 1/4-inch over 10 feet, as tested with a 10-foot straightedge or curve template, longitudinally along the surface.

The surface of concrete sidewalk or curb ramp shall not deviate in excess of 1/8-inch over 5 feet as tested with a 5-foot straightedge except for the 1/4-inch recess of the preformed material in expansion joints.

All finished concrete widths and alignments shall not deviate from the plans, typical sections or standard details referenced within the construction documents, by more than 1/2 inch.

Gutters shall be water tested. The Contractor shall establish flow in the length of gutter to be tested by supplying and distributing water from a hydrant, tank truck or other source. After the supply of water is shut off and water has stopped flowing, the gutter shall be inspected for evidence of ponding. The work shall be deemed deficient if water is found ponded in the gutter to a depth greater than 1/2 inch or ponding extends onto the adjacent asphalt pavement.

Areas between elevations shown on the plans shall be straight graded or smoothly transitioned through a vertical curve in a manner approved by the Engineer or as otherwise indicated on the construction documents.

Slopes of Pedestrian facilities shall not exceed the maximum grades indicated in ADA guidelines: sidewalk cross slope of 2%, ramp slope of 8.33%, ramp and landing cross slope of 2% and flared side (wing) slope of 10%.

Deficiencies and Replacements: Any section of the work deficient in depth or not conforming to the plans or specifications shall be removed and replaced by the Contractor at no additional cost to the City. Replacement or reconstruction shall be from joint to joint.

Concrete work that does not comply with requirements of Tolerances shown above, shall be removed and replaced. Remove and replace gutters that exceed the ponding tolerance. Grinding shall not be allowed.

Backfilling: Unless otherwise specified the Contractor shall backfill behind the curbs, sidewalk or curb ramps with soil native to the area to the lines and grades shown on the plans.

Cleanup: Upon completion of the work, the surface of the concrete shall be thoroughly cleaned and the site left in a neat and orderly condition.

Method of Measurement:

Concrete Curbs and Gutters: The various types of curb and gutter shown on the plans and in the proposal will be measured along gutter flow line through inlets, catch basins, curb ramps, etc., by the lineal foot to the nearest foot for each type, complete in place. Measurement for curb terminations and transitions shall be included with the linear measurement of the various types of curb or curb and gutter as shown on the plans and in the proposal.

Curb and gutter type shall be based on the configuration of the final exposed surfaces. The increased curb and gutter depth required at cross gutter aprons/spandrels shall not be measured as a separate pay item; any additional Contractor cost shall be included in the unit cost associated with the valley gutter, driveway or other associated item.

Concrete Sidewalk, Cross Gutters and Aprons: Sidewalks, cross gutters and aprons will be measured to the nearest square foot, complete in place.

Concrete ADA Ramps: Curb ramp installations shall be measured to the nearest square foot, complete in place. Curbing (single curb or curb and gutter) located at the edge of roadway shall be measured and paid for separately. The surface area of curb ramps shall not be included in the measured quantity for sidewalk.

Detectable warnings and shall be measured separately to the nearest square foot, complete in place.

Ramp curbs located behind the walkway are an integral part of parallel curb ramp and combination curb ramp installations and shall not be measured.

Unless otherwise indicated by standard details, curb ramps located within a curb return shall include the entire curb return area excluding the edge of roadway curbing (Beginning of Curb to End of Curb).

Each curb ramp not located within a curb return shall be categorized by type and measured per square foot of ramp installed, complete in place. Perpendicular curb ramps shall include the area from the back of curb between the outer edges of the ramp wings to the top of the curb ramp, ending prior to and excluding the top landing. The landing area at the top of the perpendicular curb ramp is to be included in the measured sidewalk area. Parallel and combination curb ramps shall

include the ramp curb and all surfaces between the ramp curb and the back edge of the roadway curbing.

Basis of Payment:

Payment will be made in accordance with the unit prices as set forth in the as provided above. Such payment shall include full compensation for furnishing all labor, material, tools and equipment and accomplishing all work in conformance with the details shown and identified on the plans and these special provisions.

BID ITEM 39 – FURNISH AND INSTALL BUS STOP SHADE AND BENCH, SEE DETAIL ON DWG G-02.06

Description:

The work under this item shall consist of furnishing all materials required to install the bus stop shade structure and bench per the detail on DWG G-02.06 at the location indicated on the plans.

Construction Requirements:

All materials associated with the Bus Stop Shade and Bench shall conform to the detail on DWG G-02.06.

Contractor shall lay out the bus stop and all components required for City approval prior to placement of any materials.

All work shall be in accordance with the detail on DWG G-02.06, as well as the Greenbook.

Method of Measurement:

Furnish and Install Bus Stop Shade and Bench will be measured on a Lump Sum basis.

Basis of Payment:

The accepted quantity of Furnish and Install Bus Stop Shade and Bench, measured as provided above, will be paid for at the contract unit price per lump sum, which price shall be full compensation for the work, complete in place, including but not limited to all materials identified in the detail on G-02.06, PCC concrete, excavation, backfill, compaction, geotechnical testing, complete in place.

BID ITEM 40 – 4” THICK DECOMPOSED GRANITE PATHWAY

Description:

The work under this item shall consist of furnishing all labor and materials required to construct the 4” Thick DG Pathway on Main Street at the location indicated on the plans.

Construction Requirements:

All materials associated with the DG pathway shall conform to the detail on DWG G-02.05.

Installer must provide documentation of successful completion of installing DG Pathways/Trails prior commencement.

Decomposed Granite shall not be installed in rainy conditions or when temperatures drop below 40 degrees Fahrenheit.

Stabilizer: The stabilizer shall be incorporated with the granite fines by the use of a pug mill that includes a weight belt feeder that ensures the proper ratio of binder to granite fines. Blending with the use of a bucket loader or similar is not acceptable. The binder shall be blended at the rate of 12 lbs. per ton of granite fines.

Decomposed Granite: Shall be color as approved by the City, decomposed granite free of silt, clay, weed seed, and any other deleterious material, conforming with Section 200-2.7, Disintegrated Granite, per the GreenBook and as approved by the City. Contractor shall provide a five gallon bucket sample to the Engineering and Planning Departments a minimum of 35 days prior to ordering materials for the review and approval of the City Engineering Representative.

Method of Measurement:

4” Thick Decomposed Granite Pathway will be measured by a unit of cubic yards.

Basis of Payment:

The accepted quantity of 4” Thick Decomposed Granite Pathway, measured as provided above, will be paid for at the contract unit price per cubic yard of DG installed, which price shall be full compensation for the work, complete in place, including but not limited to all materials identified in the detail on G-02.05 include DG and 2”x8” pressure treated header board, excavation, grading compaction, testing, and stabilizer.

BID ITEM 41 - RELOCATE FIRE HYDRANT, EC-700

Description:

The work under this item shall consist of furnishing all materials and relocating the fire hydrant as shown on the plans to a location indicated on the plans or as designated by the Engineer.

Construction Requirements:

All materials associated with the relocation of fire hydrants shall conform to the City of El Centro Standard Detail EC-700.

The contractor shall relocate the fire hydrant as shown on the plans. The final placement of the box shall be per the station/offset identified on the plans. The existing fire hydrant will be removed and relocated behind the proposed ADA Ramp on the southwest corner of 12th Street and Lenrey Avenue. The new location is as follows:

- Station 36+22.22, 28.80' LT

The existing hydrant valve located in Lenrey Avenue will remain in place with the new material tying into it. New 6" diameter pipe, bury ell, and all appurtenances such as mega lugs, pipe wrap, break off check valve, etc. (other than the valve and hydrant) will be provided to ensure relocation is complete per City of El Centro Standard Detail EC-700.

Hydrant will be repainted yellow per City of El Centro standards.

Contractor will be required to coordinate with the City of El Centro Public Works Department a minimum of 1-week prior to the completion of the fire hydrant relocation and shall have a City representative on-site while the work is being completed. Once the relocation has been completed, the valve will not be open until approval is received by City Inspector/Public Works technician.

Method of Measurement:

Relocate Fire Hydrant will be measured by a unit of each.

Basis of Payment:

The accepted quantity of Relocate Fire Hydrant, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place, including but not limited to all fire hydrant materials identified in EC-700 (excluding hydrant and valve), trenching, backfilling, thrust blocks, sand, pipe wrap, mega lugs, compaction and associated geotechnical testing.

BID ITEM 42 - PAVEMENT MARKING IMPROVEMENTS

Description:

The work under this item consists of furnishing all labor, equipment and materials to remove existing pavement markings and install new pavement markings, in accordance with the details shown on the plans and specified herein.

Materials & Construction Requirements:

All materials and construction requirements shall be in accordance with the notes shown in the project plans and the project specifications.

Method of Measurement:

Pavement Marking Improvements will be measured on a lump sum (LS) basis.

Basis of Payment:

The accepted quantities of Pavement Marking Improvements, measured as provided above, will be paid for at the contract lump sum price, which price shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing existing pavement markings and markers and installing new pavement markings and markers, complete in place.

BID ITEM 43 - SIGNING IMPROVEMENTS

Description:

The work under this item consists of furnishing all labor, equipment and materials to remove existing sign assemblies, relocating existing sign assemblies and install new sign assemblies, in accordance with the details shown on the plans and specified herein. All details and dimensions for signing improvements shall conform to the El Centro Standard Drawings, 2024 Caltrans Standard Specifications and Latest CAMUTCD.

Materials:

All materials for Signing Improvements shall conform to the City of El Centro Standard Drawing No. EC-830/831. Materials for installations not covered in the El Centro Standard Drawing shall conform to the 2024 Caltrans Standard Specifications Section 82-2.02 and 82-3.02.

Construction Requirements:

All construction for Signing Improvements shall conform to the City of El Centro Standard Drawing No. EC-830/831. Construction requirements not covered in the El Centro Standard Drawing shall conform to the 2024 Caltrans Standard Specifications Section 82-2.03 and 82-30.3.

Method of Measurement:

Signing Improvements will be measured on a lump sum (LS) basis.

Basis of Payment:

The accepted quantities of Signing Improvements, measured as provided above, will be paid for at the contract lump sum price, which price shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing existing sign assemblies, relocating existing sign assemblies and installing new sign assemblies including foundation, posts and sign panels, complete in place.

BID ITEM 44 - FURNISH AND INSTALL RECTANGULAR RAPID FLASHING BEACON (RRFB) SYSTEM**Description:**

The work under this item consists of furnishing all labor, equipment and materials for the installation of new rectangular rapid flashing beacon (RRFB) system, in accordance with the details shown on the plans and specified herein.

The RRFB system includes furnishing and installing two RRFB assemblies at the locations shown on the plans and shall provide a functional system of activating both assemblies at the same time.

Materials & Construction Requirements:

All materials and construction for the installation of new rectangular rapid flashing beacon (RRFB) shall conform to the manufacturer recommendations, 2025 Caltrans Standard Plans, 2025 Caltrans Standard Specifications and shall be listed in the Caltrans Authorized Materials List (AML), unless otherwise noted on the project plans or approved by the Engineer. Additional material requirements are listed below.

All materials shall be tested prior to installation with a report provided to the City indicating that everything is in working order.

Pull Boxes

Pull boxes shall conform to the provisions of Section 86-1.06C, "Pull Boxes", and Section 87-1.03C, "Installation of Pull Boxes", of the State Standard Specifications and these Technical Specifications.

Pull boxes and covers shall be Oldcastle Precast, Inc. FIBRELYTE® Composite Boxes or Engineer approved equal, unless otherwise noted on the Plans or directed by the Engineer.

Pull box covers shall be marked TRAFFIC SIGNAL.

Pole with foundation and breakaway base

The Contractor shall furnish and install new poles as identified on the plans and these specifications. Poles shall conform to the provisions of Section 87-1.03J, "Standards, Poles, Pedestals, and Posts" of the State Standard Specifications and these Technical Specifications.

Pole with pedestal base shall be TAPCO 10-ft round aluminum pole with anchor bolts or Engineer approved equal, unless otherwise noted on the Plans or directed by the Engineer. The foundation and breakaway base shall be installed per the manufacturer's requirements.

Light Bar

RRFB Light Bars shall conform to the following:

- Install back to back light bars on each pole.
- Light bar shall be CAMUTCD Compliant.
- Light bar shall be 22" wide.
- Vehicle LED modules shall be 7" wide and 3" high and shall consist of 2 arrays of 8 amber LEDs spaced 7" apart. LED modules shall be Society for Automotive Engineers (SAE) J595 Class 1 certified.
- Shall be automatically dimmable.
- Wind load rating of up to 120 mph.
- Flash patterns shall be capable of a combination of simultaneous and wig wag patterns.

Light Bar mounting shall conform to TAPCO RRFB Assembly with Universal Mounting Kit or Engineer approved equal, unless otherwise noted on the Plans or directed by the Engineer.

Push buttons

Pedestrian push buttons shall conform to the following:

- Shall be ADA compliant
- Pushbutton color shall be black and yellow.
- Shall be capable of placing a call with 2 pounds of force.
- Shall be capable of two-tone audible confirmation.
- Shall have a visual LED confirmation light.
- Contractor shall mount the pushbuttons at a height of 42" above the flat landing area.
- Shall include push button sign with arrow oriented towards the crosswalk.

Push Button shall be TAPCO Polara iNX Push Button or Engineer approved equal, unless otherwise noted on the Plans or directed by the Engineer.

Wireless Radio

Wireless Radio shall be TAPCO Blinker beam Wireless Radio or Engineer approved equal, unless otherwise noted on the Plans or directed by the Engineer. Wireless radio shall be capable to synchronize the flasher operations of both RRFB assemblies upon activation by push buttons.

Solar Cabinet

The 55W solar panel with Nema 3R type cabinet shall be affixed to an aluminum plate and bracket adjustable at an angle of 45-60 degrees to facilitate adjustment for maximum solar orientation and optimal battery strength.

Solar cabinet shall be TAPCO 55W Top-of-Pole Self-contained solar cabinet or Engineer approved equal, unless otherwise noted on the Plans or directed by the Engineer.

The solar cabinet shall house the controller and battery to provide functional RRFB system.

Battery

Battery shall be rated for 20 hours. Battery shall be UPG Sealed Lead-Acid Battery UG12220 or Engineer approved equal, unless otherwise noted on the Plans or directed by the Engineer.

Conductors and Wiring

Conductors and cables shall conform to manufacturer requirements and shall meet NEC requirements.

RRFB Activation

The RRFB assembly shall be activated by the certified technician from the RRFB assembly manufacturer. The controller and assembly shall be programmed by the technician for a fully functional system. Training shall be provided to the city signal technicians on the operation of the system including software and hardware required for operations and maintenance.

Traffic Signs

Each RRFB assembly shall include W11-2 (back-to-back), W16-7p (back-to-back) and R10-25 signs. Signs shall be installed per the City standards.

Method of Measurement:

Furnish and install new rectangular rapid flashing beacon (RRFB) system will be measured on a lump sum (LS) basis.

Basis of Payment:

The accepted quantities of furnish and install new rectangular rapid flashing beacon (RRFB) system, measured as provided above, will be paid for at the contract lump sum price, which price shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals, pole with breakaway base and foundation, solar panels with cabinet, controller, battery, wireless equipment, light bars, certified technician, sign panels, push buttons with signs and for doing all

the work involved in installing new rectangular rapid flashing beacon (RRFB) system as shown in the project plans, complete in place.

All programming required by vendor/manufacturer is included in this item and will be completed at no additional cost to the City.

BID ITEM 45 - MISCELLANEOUS WORK ASSOCIATED WITH SIDEWALK, RAMP, AND DRIVEWAY INSTALLATION (TIME AND MATERIALS ALLOWANCE)

Description:

The work under this item shall include any additional work associated with the sidewalk, ADA ramps and driveway installation that is not identified on the plans or in the specifications. This includes, but is not limited to, removal and replacement of existing infrastructure such as landscape irrigation piping, sprinklers, valves, trees, bushes, shrubs, signs, posts, etc. This also includes the removal and salvaging of decorative features such as pavers, boulders, custom landscaping items, etc. not specifically identified on the plans Any work to be completed as a part of this item shall be verified on the plans and approved prior to commencement of work by the Engineer.

Materials and Construction Requirements:

All materials and construction requirements shall conform to these specifications and shall be approved prior to beginning work by the Engineer.

Contractor shall coordinate with homeowners when salvaging boulders, pavers, planters, etc. to ensure adequate placement/storage.

Method of Measurement and Basis of Payment:

Miscellaneous Work Associated with Sidewalk, Ramp, and Driveway Installation will be measured and paid for on a Time and Materials basis in accordance with the requirements identified in the project specifications.

BID ITEM 45 - EROSION CONTROL PLAN AND IMPLEMENTATION

Payment for Erosion Control shall include all compensation for producing and implementing the erosion control plans, and all compensation for furnishing, installing, maintaining and removing erosion control measures and BMPs per the Technical Specifications. **Erosion Control Plan to be provided to the City for review and approval within 10 days of the issuance of the Notice to Proceed.**

BID ITEM 46 - GEOTECHNICAL TESTING AND MONITORING

Payment for Geotechnical Testing and Inspection shall include all compensation for all labor, tools, materials and equipment required for testing, compaction and samples of the soil conditions, concrete (all aspects) and asphaltic concrete pavement as identified in Section 6, GEOTECHNICAL TESTING REQUIREMENTS, of these Special Provisions.

BID ITEM 47 - CONSTRUCTION SURVEYING AND STAKING

Payment for Construction Surveying and Staking shall include all compensation for all labor, tools, materials and equipment required to lay out and survey all necessary items within the project limits, as identified in Section 23, CONSTRUCTION STAKING, of these Special Provisions. The engaged California licensed Professional Land Surveyor shall complete and submit the City of El Centro Certificate of Monument Preservation Form (ED-006) prior to the commencement of the construction activities. Once construction has been completed, the engaged Professional Land Surveyor will provide written verification that all monuments identified are still in tact or have been reset and replaced if damaged during construction and recorded with Imperial County.

BID ITEM 48 - TRAFFIC CONTROL PLANS AND IMPLEMENTATION

Payment for Traffic Control Plans and Implementation shall include all compensation for producing and implementing the traffic control plans, and all compensation for furnishing, installing, maintaining and removing traffic control measures per Section 4, MAINTAINING TRAFFIC, of the Special Provisions. **Traffic Control Plan to be provided to the City for review and approval within 10 days of the issuance of the Notice to Proceed.**

END TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION PLANS FOR
ATP CYCLE 6 IMPROVEMENTS
RESOLUTION NO. 20-68

2026



INDEX OF SHEETS

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5-10	G-02.01 - G-02.06	CITY OF EL CENTRO DETAILS / MISCELLANEOUS DETAILS
11-27	P-01.01 - P-01.17	ROADWAY IMPROVEMENT PLANS
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APPROVED:

PUBLIC WORKS DIRECTOR / CITY ENGINEER

2/18/26
DATE

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	1	47	

MAYOR

MIKE CRANKSHAW
MAYOR PRO-TEM

CLAUDIA CAMARENA

CITY MANAGER

ROBERT SAWYER

CITY COUNCIL

SYLVIA MARROQUIN

SONIA CARTER

JOHN "MARTY" ELLETT

UTILITIES

SOUTHERN CALIFORNIA GAS CO.
SANTÉ SANTIÉL
1981 W. LUGONIA AVE
SC8031 REDLANDS, CA 92374
(213) 231-3952

AT&T
DUSTIN CRELLIN
350 WASHINGTON AVENUE
SAN DIEGO, CA
(858) 289-7864

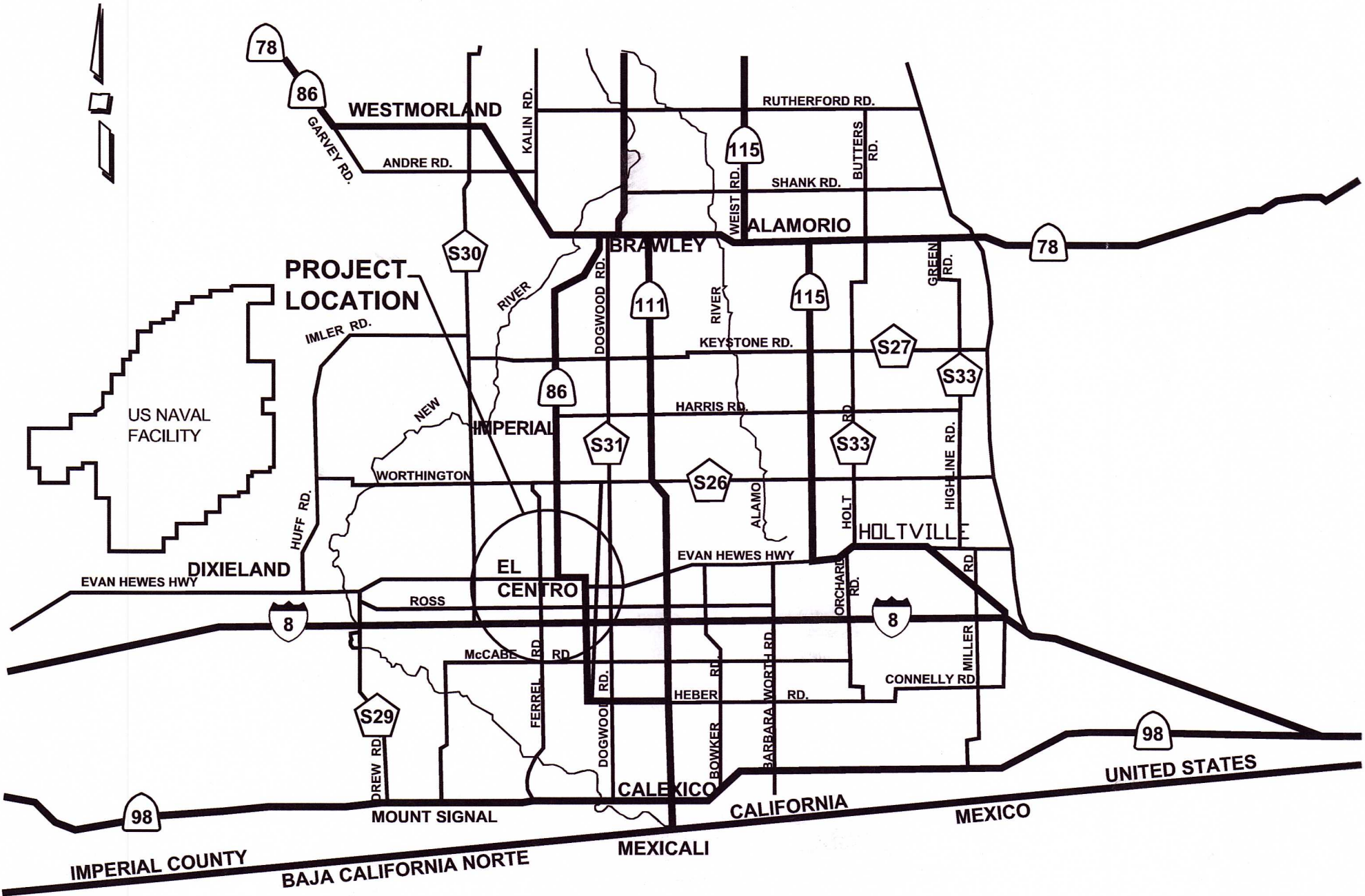
SPECTRUM CABLE
CRISTOBAL CORTEZ
580 E. DANENBERG DRIVE, SUITE 201
EL CENTRO, CA 92243
(760) 670-8969

DOMESTIC WATER, SANITARY SEWER & STORM DRAIN

CITY OF EL CENTRO
PUBLIC WORKS
320 ORANGE AVENUE
EL CENTRO, CA 92243
(760) 337-4505

IID ENERGY
IGNACIO ROMO
1699 W MAIN ST., SUITE 'A'
EL CENTRO, CA 92243
(760) 427-1590

IID WATER
ANDRES MIRAMONTEZ
333 E. BARIONI BLVD.
IMPERIAL, CA 92251
(760) 997-6256



REGIONAL MAP

SCALE: N.T.S.

UNAUTHORIZED CHANGES AND USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

BENCHMARK:

CO J 6:
THE STATION MARK IS A BRASS DISK STAMPED "CO J 6 1983" SET ON TOP OF A CONCRETE HEADWALL. ABOUT 1-MILE WEST ALONG THE SAN DIEGO - ARIZONA EASTERN RAILWAY FROM THE CROSSING OF IMPERIAL AVENUE IN EL CENTRO TO THE JUNCTION OF THE DIRT LOTUS CANAL, 62.9 FEET NORTH OF THE CENTERLINE OF TRACK, 41.6 FEET EAST OF DIRT ROAD THAT CROSSES RAILROAD TRACK, SET ON TOP OF THE SOUTHEAST CORNER OF THE CONCRETE DELIVERY NO. 15 HEADWALL.

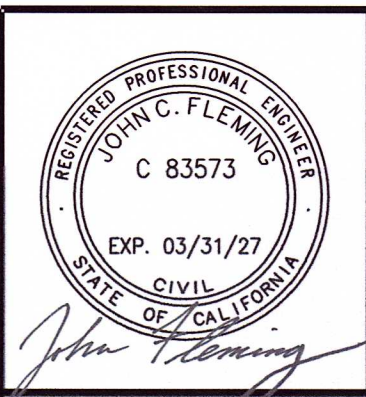
ELEVATION : 963.96' (NAVD'88+1000').

D 613:
THE STATION MARK IS A STANDARD BRASS DISK STAMPED "D 613" SET ON A CONCRETE STRUCTURE. ABOUT 0.25 MILES NORTH ALONG DOGWOOD ROAD FROM THE CROSSING OF MAIN STREET AT EL CENTRO, IN THE NORTHWEST CORNER OF THE INTERSECTION OF THE RAILROAD AND DOGWOOD ROAD, IN THE TOP AND 1.0 FEET EAST OF THE WEST END OF THE NORTH CONCRETE HEADWALL OF A 30-INCH PIPE CULVERT, 33 FEET WEST OF THE CENTERLINE OF THE ROAD AND 14.2 FEET NORTH OF THE NORTH RAIL AND ABOUT LEVEL WITH THE TRACK.

ELEVATION: 955.31' (NAVD'88+1000').

BASIS OF BEARINGS:

BEARINGS SHOWN ON THIS MAP ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 GRID, NAD83, EPOCH 2011.00, DEFINED BY RECORD OF SURVEY RECORDED IN BOOK 21 PAGE 1 OF RECORD OF SURVEY MAPS, BEING THE N85 52'04"W BETWEEN STATIONS "CO J 6" AND "IVPN 28 GPS 28".



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COVER

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	G-01.01
SCALE: NONE			



NO.	DESCRIPTION	REV BY	CHK BY	DATE

REVISION BY CITY OF EL CENTRO

NO	DESCRIPTION	REV BY	CHK BY	DATE

STREET IMPROVEMENT GENERAL NOTES

1.

CITY OF EL CENTRO ENCROACHMENT PERMIT CONDITIONS AND PROVISIONS SHALL TAKE PRECEDENCE OVER THE APPROVED PLANS AND SPECIFICATIONS FOR ANY CONFLICTS.

2.

THE STRUCTURAL SECTION SHALL BE IN ACCORDANCE WITH CITY OF EL CENTRO STANDARDS (OR CALTRANS IF IN STATE ROW) AND AS APPROVED BY THE PUBLIC WORKS DIRECTOR (OR CALTRANS).

3.

APPROVAL OF THESE IMPROVEMENT PLANS AS SHOWN DOES NOT CONSTITUTE APPROVAL OF ANY CONSTRUCTION OUTSIDE THE PROJECT BOUNDARY.

4.

ALL UNDERGROUND UTILITIES WITHIN THE STREET RIGHT-OF-WAY SHALL BE CONSTRUCTED, CONNECTED AND TESTED PRIOR TO CONSTRUCTION OF BERM, CURB, GUTTER, CROSS-GUTTER AND PAVING.

5.

THE EXISTENCE AND LOCATION OF EXISTING UNDERGROUND FACILITIES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO OTHER EXISTING FACILITIES EXCEPT AS SHOWN ON THESE PLANS. HOWEVER, THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING FACILITY SHOWN HEREON AND ANY OTHER WHICH IS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

6.

LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MATCHED BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK. CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.

7.

BEFORE EXCAVATING FOR THIS CONTRACT, VERIFY LOCATION OF UNDERGROUND UTILITIES. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS HAS BEEN OBTAINED FROM AVAILABLE RECORDS ONLY AND MAY NOT REFLECT ALL EXISTING UTILITIES LOCATION OF ALL EXISTING UTILITIES SHALL BE CONFIRMED BY FIELD MEASUREMENTS BY CONTRACTOR PRIOR TO CONSTRUCTION OF WORK.

8.

THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE GENERATED FROM RECORD PLANS. TO THE BEST OF OUR KNOWLEDGE THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHERS NOT OF RECORD OR NOT SHOWN ON THERE PLANS. ALL DAMAGES THERETO CAUSED BY THE CONTRACTOR SHALL BE REPAIRED TO THE APPROPRIATE SPECIFICATIONS AND STANDARDS AT THE EXPENSE OF THE CONTRACTOR.

9.

CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREIN AND ANY OTHER EXISTING LINES NOT RECORDED OR NOT SHOWN ON THESE PLANS.

10.

ACCURATE VERIFICATION AS TO SIZE, LOCATION AND DEPTH OF EXISTING UNDERGROUND SERVICES SHALL BE THE CONTRACTORS RESPONSIBILITY. THE CONTRACTOR SHALL NOTIFY THE SOUTHERN CALIFORNIA GAS COMPANY, PACIFIC BELL, TELEPHONE COMPANY, IMPERIAL IRRIGATION DISTRICT AND ANY OTHER AFFECTED UTILITY AGENCIES PRIOR TO STARTING HIS WORK NEAR SUCH UTILITY FACILITIES AND SHALL COORDINATE HIS WORK WITH UTILITY REPRESENTATIVES. FOR LOCATION OF UNDERGROUND UTILITIES AND APPURTENANCES, CONTACT "UNDERGROUND SERVICE ALERT" AT 811. ADDITIONALLY, UNDERGROUND SERVICE ALERT (USA) MUST BE CALLED TWO WORKING DAYS BEFORE THE CONTRACTOR MAY EXCAVATE. UNDERGROUND SERVICE ALERT CONTACT NUMBER 811. ALL WORK AND MATERIALS ARE SUBJECT TO THE INSPECTION AND APPROVAL FROM THE CITY OF EL CENTRO DEPARTMENT OF PUBLIC WORKS OR THEIR REPRESENTATIVE.

11.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE UTILITY AGENCIES, ADVISE THEM OF THE PROPOSED IMPROVEMENTS AND BEAR THE COST OF RELOCATIONS, IF NEEDED.

12.

CONSTRUCT A PUBLIC STREET LIGHT SYSTEM CONFORMING TO APPROPRIATE STANDARDS AND STREET LIGHT SPECIFICATIONS. POWER SOURCES AND RUNS SHALL BE SHOWN ON THE "AS-BUILT" IMPROVEMENT DRAWINGS. ALL POWER SOURCES SHALL BE LOCATED WITHIN THE DEDICATED RIGHT-OF-WAY OR EASEMENT.

13.

PRIVATE ROAD IMPROVEMENTS SHOWN HEREON ARE FOR INFORMATION ONLY. CITY OF EL CENTRO OFFICIALS SIGNATURE HEREON DOES NOT CONSTITUTE APPROVAL OR RESPONSIBILITY OF ANY KIND FOR THE DESIGN OR CONSTRUCTION OF THESE PRIVATE IMPROVEMENTS.

14.

ALL SIGNS TO BE ALUMINUM WITH 3M HIGH INTENSITY TYPE REFLECTIVE FACE OR EQUIVALENT.

15.

CONTRACTOR WILL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY STRIPING, PAVEMENT MARKERS, OR LEGENDS OBLITERATED BY THE CONSTRUCTION OF THIS PROJECT.

16.

THE CONTRACTOR SHALL BE RESPONSIBLE TO SECURE AN ENCROACHMENT PERMIT FROM THE CITY OF EL CENTRO FOR ANY EXCAVATION OR CONSTRUCTION WITHIN CITY OF EL CENTRO ROAD RIGHT-OF-WAY. FOR INSPECTIONS, 48 HOUR MINIMUM NOTICE IS REQUIRED.

17.

NO REVISIONS OF ANY KIND SHALL BE MADE TO THESE PLANS WITHOUT THE PRIOR WRITTEN APPROVAL OF BOTH THE CITY OF EL CENTRO ENGINEER (OR HIS REPRESENTATIVE) AND THE ENGINEER OF RECORD. A REPRODUCIBLE AS-BUILT PLAN SET WILL BE PROVIDED TO THE PUBLIC WORKS DEPARTMENT AS A CONDITION OF SUBSTANTIAL CONSTRUCTION COMPLETION AND PRIOR TO ACCEPTANCE.

18.

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, ANY REFERENCED STANDARDS AND SPECIFICATIONS AND THE SPECIFICATIONS & THE REQUIREMENTS OF THE AGENCIES REFERRED TO HEREIN. ALL WORK SHOWN OR INDICATED BY THESE PLANS SHALL BE COMPLETED IN ACCORDANCE WITH THE STANDARDS, POLICIES AND REGULATIONS OF CITY OF EL CENTRO; WHERE, OR IF, CONFLICTS OCCUR, THEN THE CITY OF EL CENTRO REQUIREMENTS SHALL GOVERN.

21.

UNLESS SPECIFICALLY INDICATED OTHERWISE METHODS EMPLOYED AND MATERIAL USED IN THE CONSTRUCTION OF ALL OFFSITE IMPROVEMENTS SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THE "STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS DATED SEPTEMBER 2025". ALL WORK IS SUBJECT TO INSPECTION AND APPROVAL AS REQUIRED.

22.

IF NECESSARY IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AN EXCAVATION PERMIT FROM THE STATE OF CALIFORNIA DIVISION OF SAFETY AND TO ADHERE TO ALL PROVISIONS OF THE STATE CONSTRUCTION SAFETY ORDERS AND STANDARDS.

23.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A GENERAL CONSTRUCTION ACTIVITY STORM WATER PERMIT FROM THE STATE WATER RESOURCES CONTROL BOARD DIVISION OF WATER QUALITY, CONTACT "STATE WATER RESOURCES CONTROL BOARD, DIVISION OF WATER QUALITY, ATTENTION: STORM WATER PERMIT UNIT, P.O. BOX 1977, SACRAMENTO, CALIFORNIA, 95812.

24.

CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD, PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.

25.

EXISTING STORM DRAIN PIPES/CULVERTS WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN PROJECT VICINITY SHALL BE REPAIRED AND/OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE CITY.

26.

TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT WORK AREA TRAFFIC CONTROL HANDBOOK (2014) OR AS DIRECTED BY THE CITY OF EL CENTRO ENGINEER.

27.

ANY EXISTING SURVEY MONUMENTS OR CITY OF EI CENTRO RECOGNIZED BENCHMARKS SHALL BE PROTECTED BY THE CONTRACTOR. SHOULD ANY SUCH MONUMENTS OR BENCHMARKS BE REMOVED, DAMAGED, OBLITERATED OR ALTERED BY THE CONTRACTORS OPERATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER RESETTING OF THE SAME AS PER THE SUBDIVISION MAP ACT, THE PROFESSIONAL LAND SURVEYORS ACT AND TO THE SATISFACTION OF THE CITY OF EL CENTRO CITY ENGINEER/GENERAL SERVICES DIRECTOR. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER. THE CONTRACTOR SHALL PROVIDE A STATE OF CALIFORNIA LICENSED LAND SURVEYOR TO COMPLETE CITY OF EL CENTRO CERTIFICATE OF MONUMENT PRESERVATION (FORM ED-006) AND SUBMIT TO THE CITY ENGINEER'S OFFICE SEVEN (7) WORKING DAYS PRIOR TO BEGINNING OF CONSTRUCTION.

28.

THE NOTES LISTED ABOVE ARE A MINIMUM LIST. THIS DOES NOT RELIEVE THE CONTRACTOR FROM COMPILING WITH ADDITIONAL NOTES THAT MAY BE REQUIRED. FOR THE PROJECT.

GENERAL NOTES

1.

THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES INCLUDING SHORING, AND BRACING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS, AND REGULATIONS.

2.

CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING: SAFETY OF ALL PERSONS AND PROPERTY, AND THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER.

3.

THE CONTRACTOR SHALL BE RESPONSIBLE TO INSURE THAT ALL SLOPES, STREETS, PUMP STATIONS AND PIPELINES ARE BUILT IN ACCORDANCE WITH THESE PLANS.

4.

THE CONTRACTOR SHALL TAKE THE NECESSARY STEPS TO PROTECT THE PROJECT AND ADJACENT PROPERTY FORM ANY EROSION AND SILTATION THAT RESULT FROM HIS OPERATIONS BY APPROPRIATE MEANS (SAND BAGS, HAY BALES, TEMPORARY TEMPORARY DESILTING BASINS, DIKES, SHORING, ETC.) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETED AND ACCEPTED FOR MAINTENANCE BY THE CITY.

5.

THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE.

6.

CONTRACTOR SHALL ACQUIRE A TRENCHING PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY (CAL OSHA). IF REQUIRED, FOR ALL TRENCH WORK. COPY OF PERMIT SHALL BE SUBMITTED TO THE CITY PRIOR TO START OF WORK. A SHORING PLAN SHALL BE SUBMITTED AND SHALL BE SIGNED AND STAMPED BY A REGISTERED CIVIL, GEOTECHNICAL OR STRUCTURAL ENGINEER IN THE STATE OF CALIFORNIA.

7.

LOCATION AND ELEVATION OF EXISTING IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BE FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.

8.

CONTRACTOR SHALL COORDINATE WITH CITY PROVIDED TESTING ENGINEER FOR ALL WORK NEEDING MATERIALS TESTING, INCLUDING BUT NOT LIMITED TO: PAVEMENT SUBGRADE, PAVEMENT BASE; ASPHALT CONCRETE, AND PORTLAND CEMENT CONCRETE.

9.

ANY WORK DONE WITHOUT INSPECTION OR MATERIALS TESTING IS SUBJECT TO REMOVAL OR CORRECTION AT CONTRACTOR'S EXPENSE.

10.

CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ANY DAMAGE TO THE EXISTING IMPROVEMENTS AND REPLACEMENT TO THE SATISFACTION OF THE CITY ENGINEER.

ENGINEER'S NOTE TO CONTRACTOR

THE CONTRACTOR SHALL PRIOR TO STARTING CONSTRUCTION UNCOVER ALL UTILITIES THAT HE MAY BE CROSSING, OR PARALLELING TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS. ANY CONFLICT SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO CONSTRUCTION. OTHERWISE THE CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ANY REPLACEMENT, RELOCATION OR ADDITIONAL COSTS OF CONSTRUCTION RELATED UTILITY CONFLICTS.

CONSTRUCTION CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THE REQUIREMENT SHALL CONTINUE CONTINUOUSLY, NOT LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, IDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

DEMOLITION NOTES

PRIOR TO THE REMOVAL OF ANY PRIVATE IMPROVEMENTS (INCLUDING LANDSCAPING AND IRRIGATION) THE CONTRACTOR SHALL OBTAIN APPROVAL FOR THE REMOVAL FOR THE CITY ENGINEER. CONTRACTOR SHALL COORDINATE WITH THE CITY ENGINEER FOR SITE INSPECTION OF THE IMPROVEMENTS PLANNED FOR REMOVAL. THE LIMITS OF REMOVAL SHALL BE ADJUSTED AS DIRECTED BY THE CITY ENGINEER.

ALL PRIVATE IMPROVEMENTS OUTSIDE OF THE PUBLIC RIGHT OF WAY REMOVED TO FACILITATE THE CONSTRUCTION OF THE NEW IMPROVEMENTS SHALL BE REPLACED IN-KIND BY THE CONTRACTOR.

THE LIMITS OF REMOVAL SHOWN ON THE PLANS FOR PRIVATE CONCRETE DRIVEWAYS AND WALKWAYS ARE APPROXIMATE. THE ACTUAL LIMITS SHALL BE EXTENDED, WHERE NEEDED, TO EXISTING CONSTRUCTION JOINTS WHEN THE LIMITS SHOWN ON THE PLANS FALL WITHIN 5' OF THE EXISTING CONSTRUCTION JOINT. CONTRACTOR SHALL REVIEW THE PROPOSED LIMITS OF PRIVATE CONCRETE DRIVEWAY AND WALKWAY REMOVALS WITH THE CITY ENGINEER PRIOR TO THE WORK BEING DONE. DRIVEWAY PROFILES SHALL BE ADJUSTED ACCORDINGLY.

EROSION & SEDIMENT CONTROL PLAN STANDARD NOTES

1.

ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THERE IS A FIFTY PERCENT (50%) CHANCE OF RAIN WITHIN A FORTY-EIGHT (48) HOUR PERIOD. SILT AND DEBRIS SHALL BE REMOVED AFTER EACH RAINFALL.

2.

ONE HUNDRED TWENTY FIVE PERCENT (125%) OF ALL SUPPLIES NEEDED FOR BMP MEASURES SHALL BE RETAINED ON THE JOB SITE IN A MANNER THAT ALLOWS FULL DEPLOYMENT AND COMPLETE INSTALLATION IN FORTY EIGHT (48) HOURS OR LESS OF A FORECASTED RAIN.

3.

EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. ALL NECESSARY MATERIALS SHALL BE STOCKPILED ON SITE AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.

4.

THE CONTRACTOR SHALL CONDUCT STREET SWEEPING EACH DAY AT CLOSE OF BUSINESS TO REMOVE CONSTRUCTION DEBRIS. INCREASE FREQUENCY IF DEBRIS ARE NOTICEABLE WITHIN THE TRAVELLED WAY.

5.

EROSION AND SEDIMENT CONTROL DEVICES SHALL BE MAINTAINED. MAINTENANCE SHALL INCLUDE REMOVAL OF SILT FROM BARRIERS AND SEDIMENTATION DEVICES, SEEDING OR MULCHING OF DAMAGED STABILIZED AREAS AND REPLACEMENT OR REPAIR OF WORN OR DAMAGED GEOTEXTILE FABRIC.

6.

THE CONTRACTOR SHALL RESTORE ALL EROSION CONTROL DEVICES TO WORKING ORDER TO THE SATISFACTION OF THE CITY ENGINEER AFTER EACH RUN-OFF PRODUCING RAINFALL.

7.

ALL BARE SLOPES AND DISTURBED AREAS SHALL BE PLANTED AS EACH STAGE OF GRADING IS COMPLETE. SUITABLE MEASURES TO PREVENT SLOPE EROSION, INCLUDING, BUT NOT LIMITED TO, RAPID GROWING VEGETATION SUITBLE TO STABILIZE THE SOILS SHOULD BE INSTALLED ON ALL AREAS, AND/OR SUCH AREAS SHOULD BE MULCHED, WHILE THE PERMANENT VEGETATION COVER MATURES ENOUGH TO PROVIDE STABILITY.

8.

ANY DISTURBED AREA THAT WILL NOT HAVE ANY SOIL DISTURBING ACTIVITIES FOR 14 DAYS OR MORE MUST BE FULLY PROTECTED FROM EROSION UNTIL ADEQUATE LONG-TERM PROTECTIONS ARE INSTALLED. ALL EROSION CONTROL MEASURES SHALL REMAIN INSTALLED AND MAINTAINED DURING ANY INACTIVE PERIOD.

9.

ANY SLOPES WITH DISTURBED SOILS OR DENUDED OR VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.

10.

TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.

11.

CONSTRUCTION MATERIALS SHALL BE STORED IN STAGING AREAS ON-SITE UNTIL NEEDED FOR INSTALLATION. WASTE SHALL EITHER BE PLACED IN DUMPSTERS OR IN WASTE MANAGEMENT AREAS. ALL WASTE WILL BE TRANSPORTED OFF-SITE IN A TIMELY MANNER TO APPROVED WASTE DISPOSAL AREAS (DUMPS). STORAGE, HANDLING AND TRANSPORTATION OF WASTE SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS.

12.

CONSTRUCTION MATERIALS DELIVERED TO THE SITE SHALL BE STORED THROUGHOUT THE SITE. THE CONTRACTOR SHALL STORE THE MATERIALS AS TO MINIMIZE THE RISK OF STORM WATER POLLUTION, GROUND WATER POLLUTION, SOIL CONTAMINATION AND INJURY TO WORKERS AND VISITORS.

13.

EQUIPMENT TO BE STORED, FUELED AND MAINTAINED ON SITE SHALL BE KEPT AWAY FROM ANY DRAINAGE COURSES.CONTRACTORS SHALL USE A DRAINAGE PAN OR DROP CLOTH TO CATCH ANY LEAKS OR SPILLS AT A MINIMUM.

F.H.W.A. REGION

STATE

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NO.

TOTAL

AS BUILT

9

CALIF.

RES. NO. 20-68

2

47

LEGEND

▲ BENCHMARK

— — — — NEW TCE

— — — — EXISTING EASEMENT LINE

— — — — NEW R/W LINE

— — — — EXISTING R/W LINE

— — — — X — — — — EXISTING FENCE

— — — — EXISTING EDGE OF PAVEMENT

— 12" PVC — NEW UTILITY LINE W/SIZE & TYPE (12" AND SMALLER)

— 12" PVC — EXISTING UTILITY LINE W/SIZE & TYPE (12" AND SMALLER)

— 36" DIP — NEW UTILITY LINE W/SIZE & TYPE (GREATER THAN 12")

— 36" DIP — EXISTING UTILITY LINE W/SIZE & TYPE (GREATER THAN 12")

⊗ NEW MANHOLE

⊙ EXISTING MANHOLE

⊙- EXISTING UTILITY POLE W/LINE INDICATING WIRE DIRECTION

⊗ EXISTING TREE

⊗ TP POTHOLE LOCATION

ABBREVIATIONS

BC BRASS CAP

BCFL BRASS CAP FLUSH

BCR BEGIN CURB RETURN

BP BEGIN PROJECT

CB CATCH BASIN

CTL CENTURYLINK

DWY DRIVEWAY

ECR END CURB RETURN

EX, EXST EXISTING

F/C FACE OF CURB

FG FINISHED GRADE

G GUTTER

GB GRADE BREAK

HH HANDHOLE

MH MANHOLE

NPI NON-PAY ITEM

P PAVEMENT

PC POINT OF CURVE

POE POINT OF ENDING

PT POINT OF TANGENT

PUE PUBLIC UTILITY EASEMENT

R/W RIGHT OF WAY

SHT SHEET

TC TOP OF CURB

TCE TEMPORARY CONSTRUCTION EASEMENT

REGISTERED PROFESSIONAL ENGINEER

JUDITH C. FLEMING

C 83573

EXP. 03/31/27

CIVIL

STATE OF CALIFORNIA

John Fleming

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LEGEND & GENERAL NOTES

CITY OF EL CENTRO

DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO

ATP CYCLE 6 IMPROVEMENTS

DR: RJR DES: RJR CHK: JCF
DATE: 01/26/26 DATE: 01/26/26 DATE: 01/26/26
SCALE: NONE

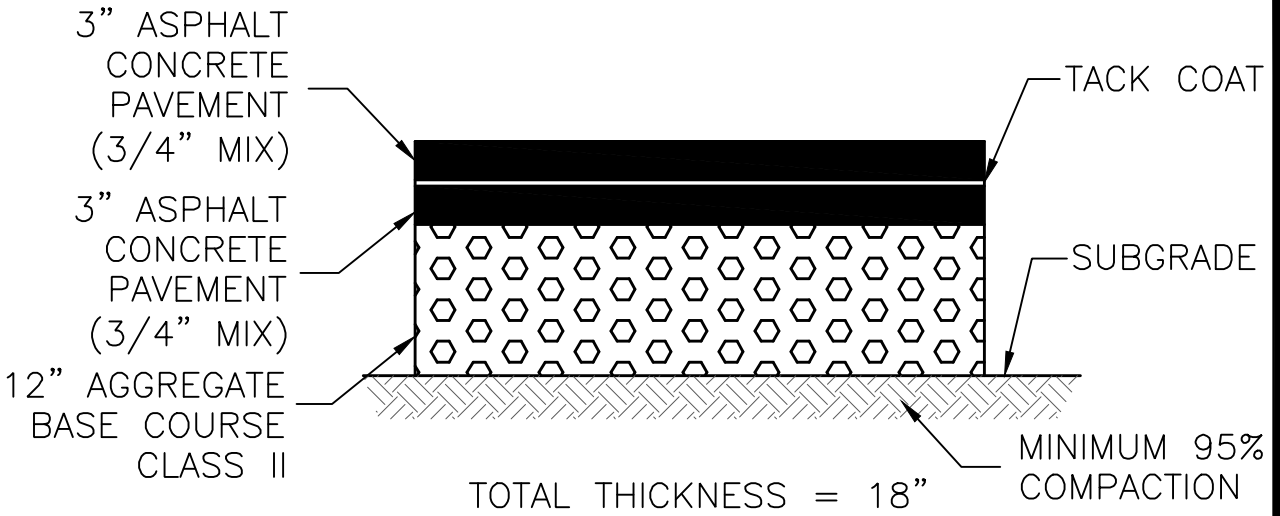
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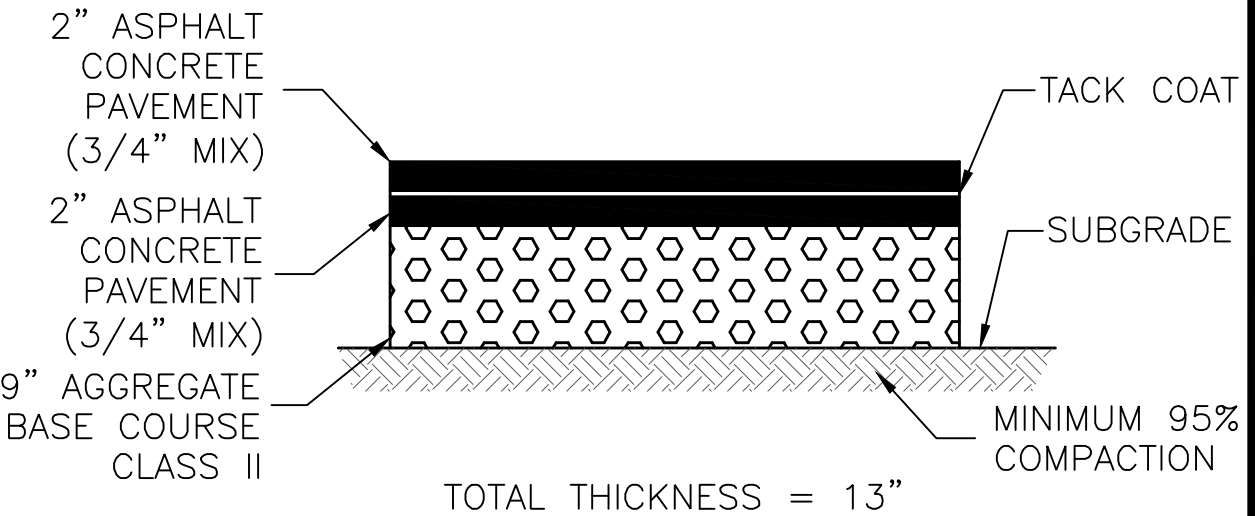
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Page 664 of 758

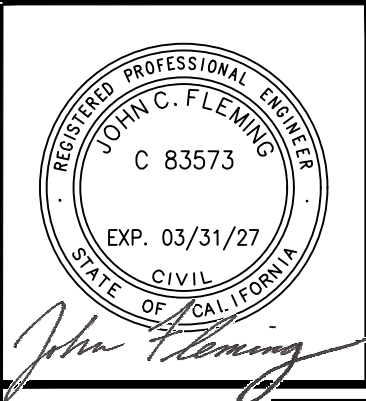
F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	3	47	



PAVEMENT STRUCTURAL SECTION NO. 1



PAVEMENT STRUCTURAL SECTION NO. 2



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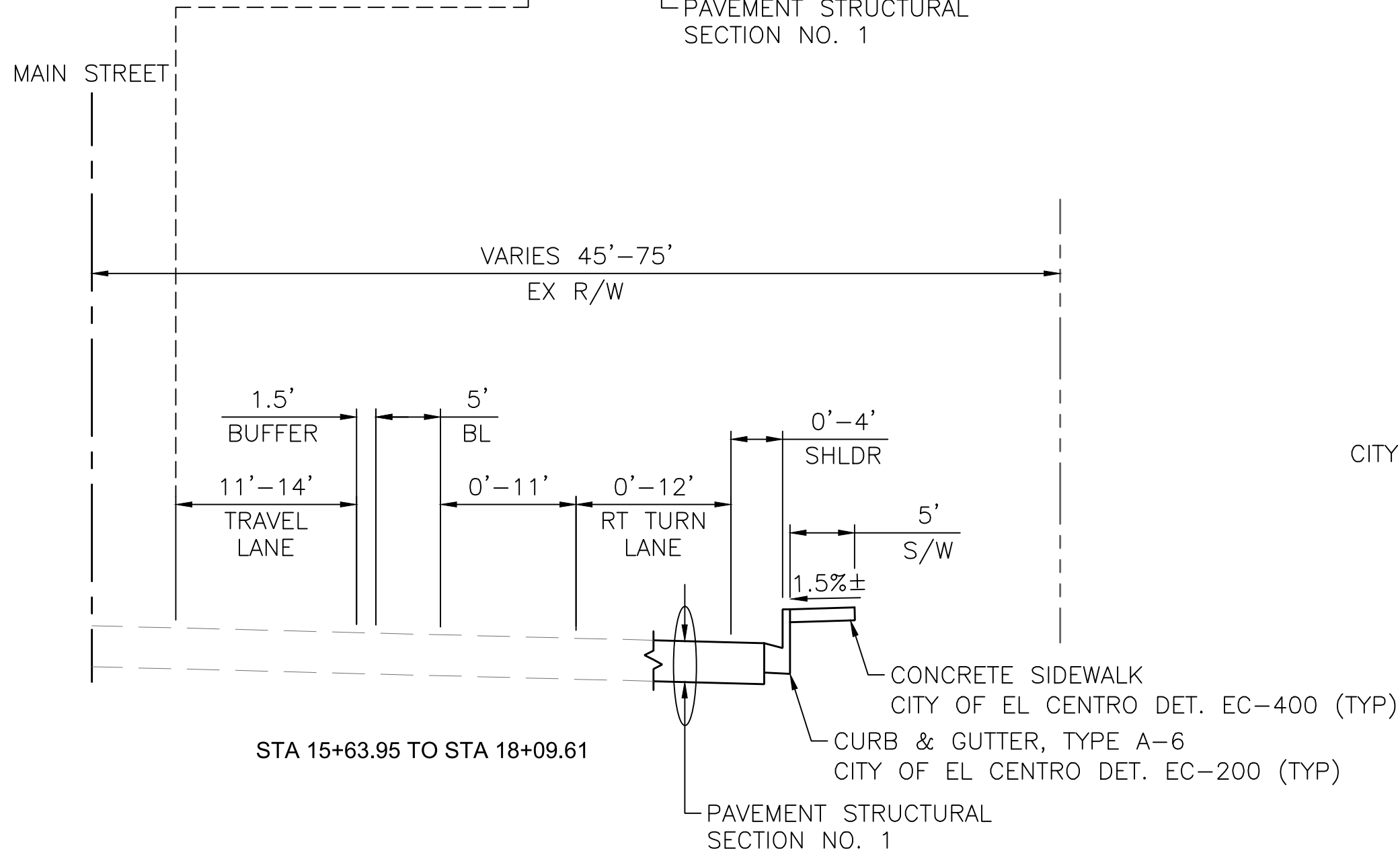
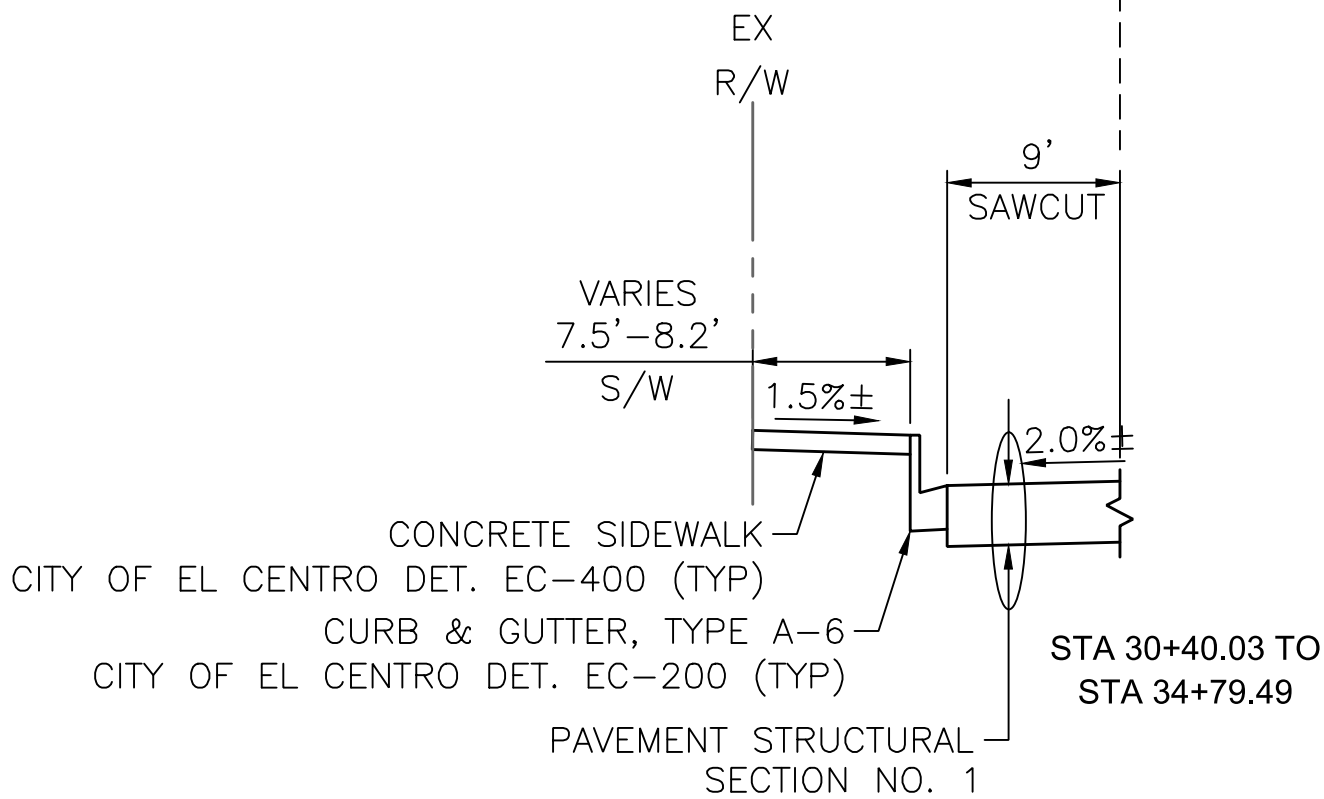
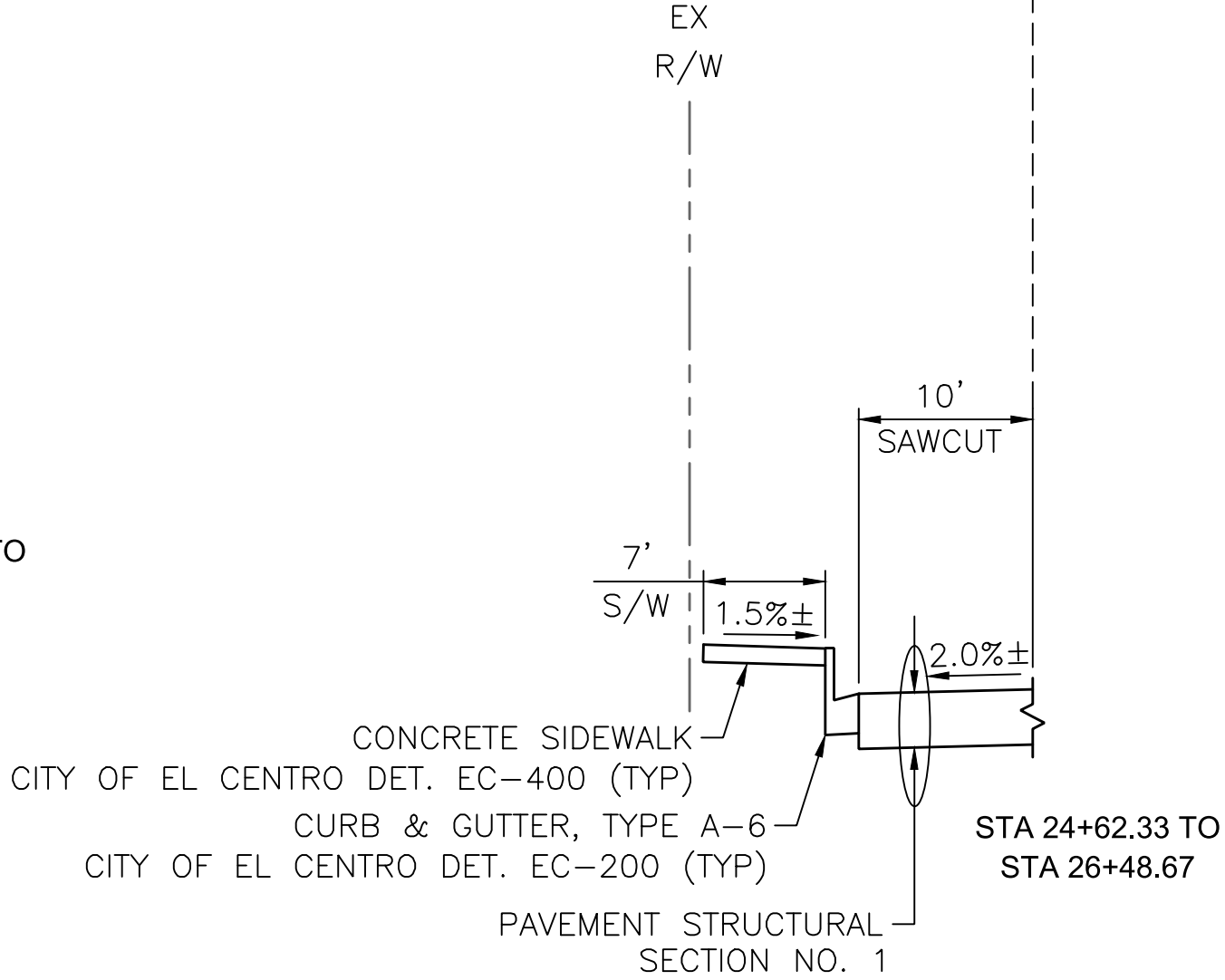
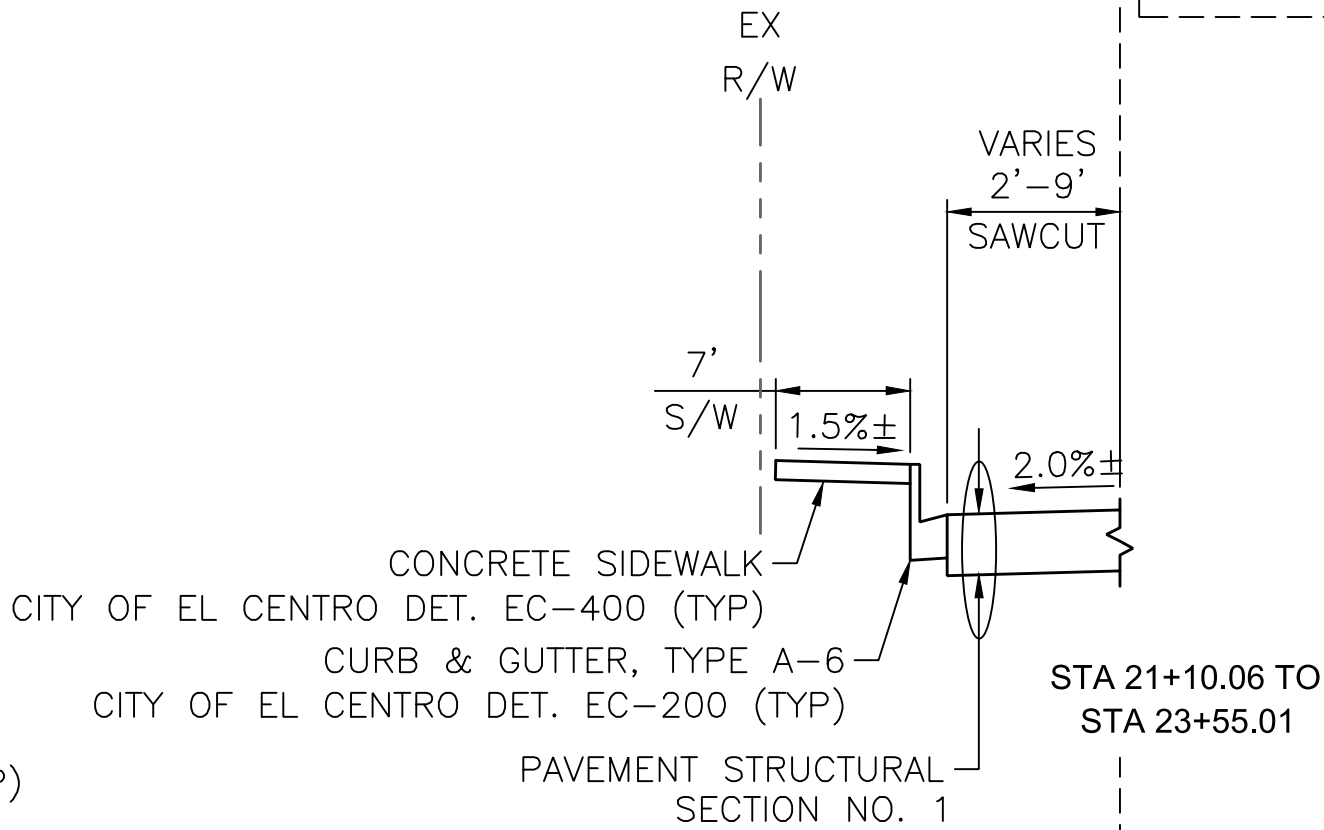
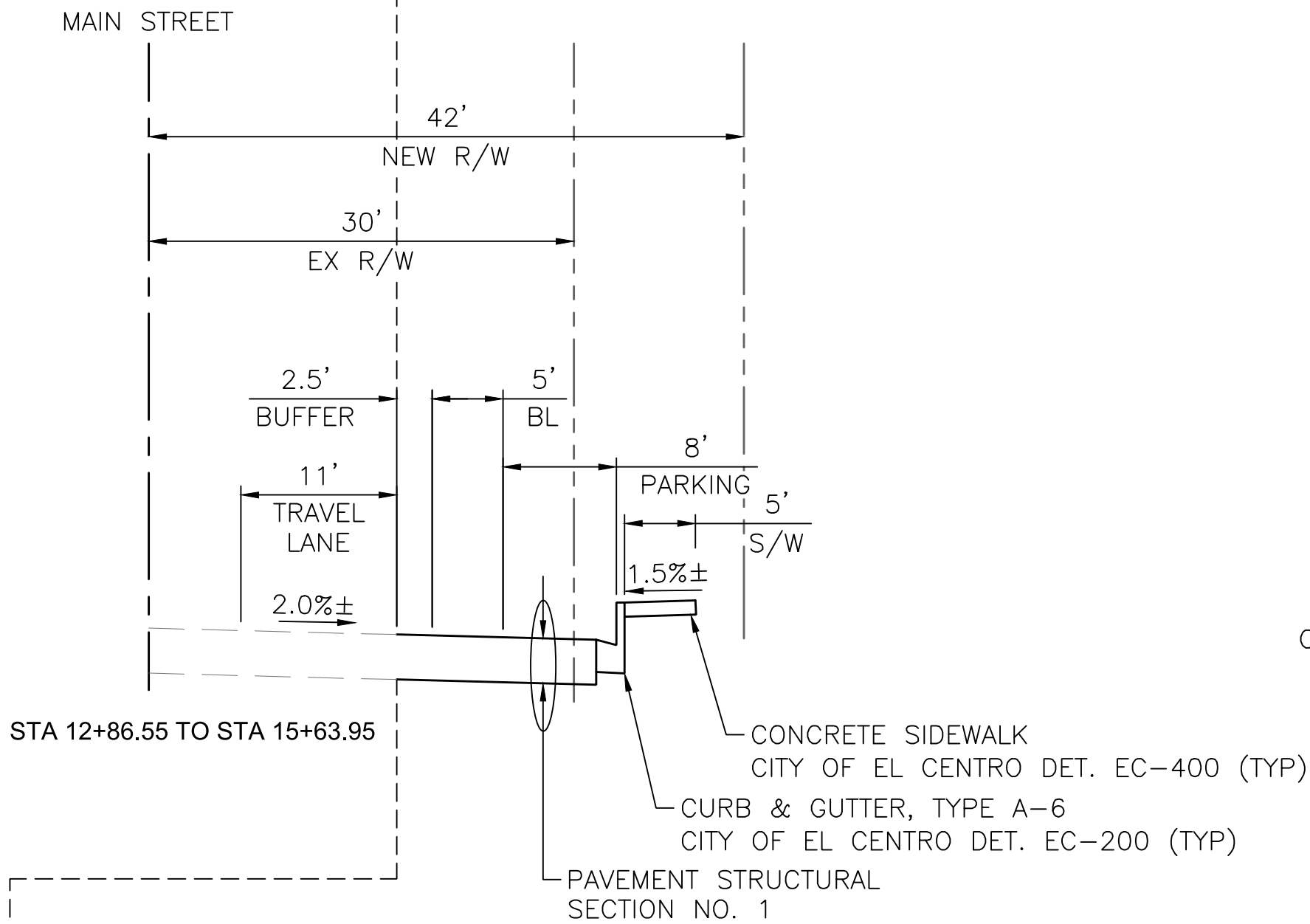
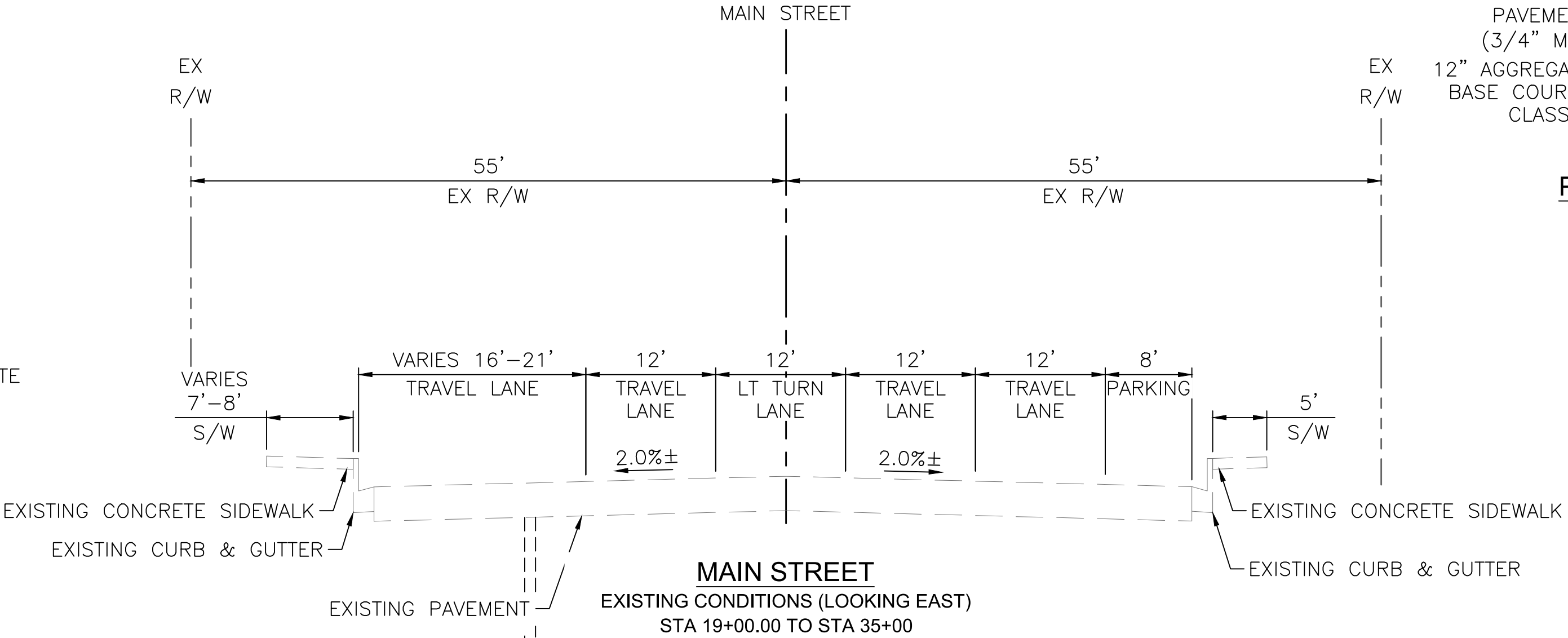
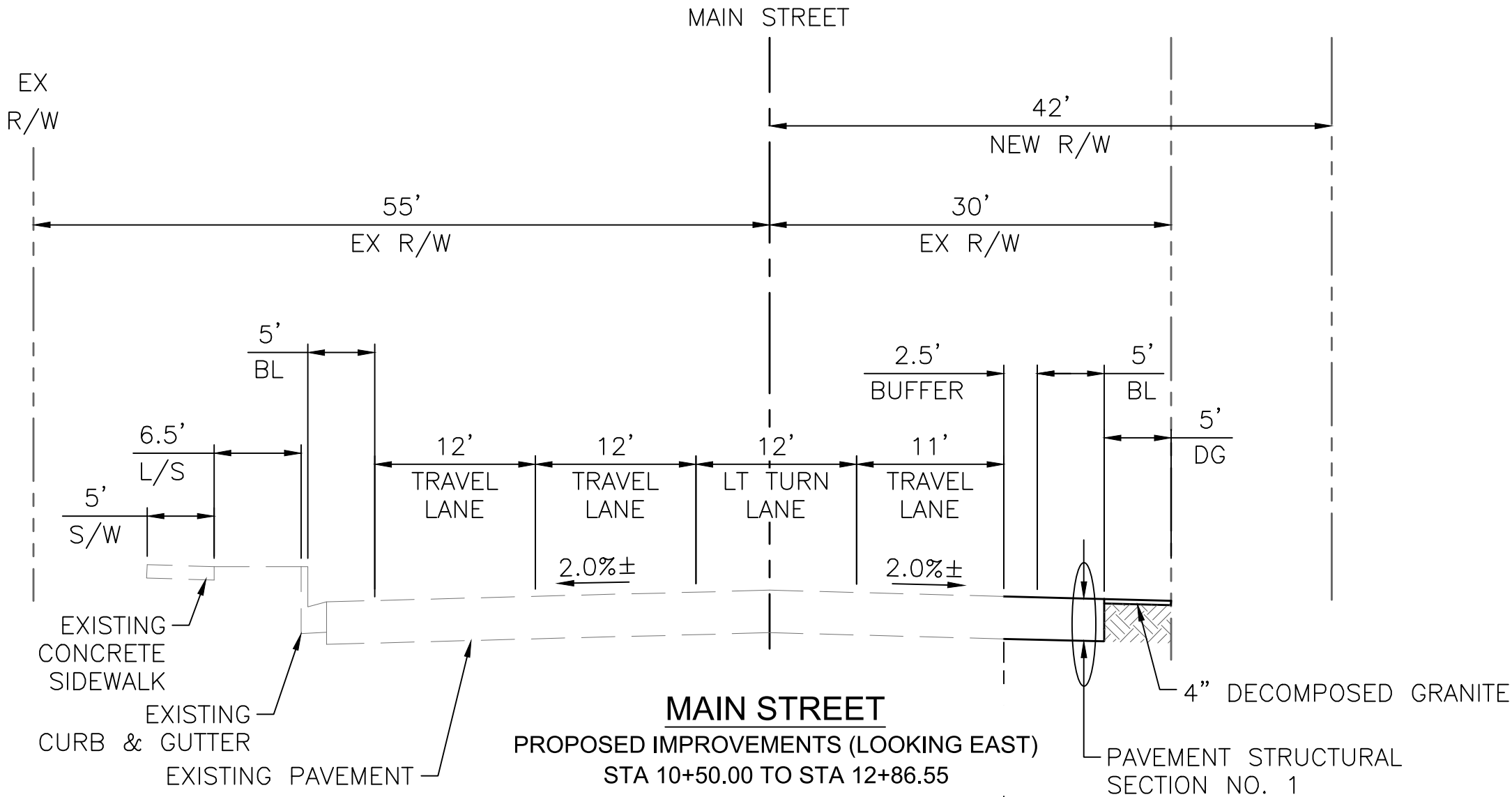
TYPICAL SECTIONS

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

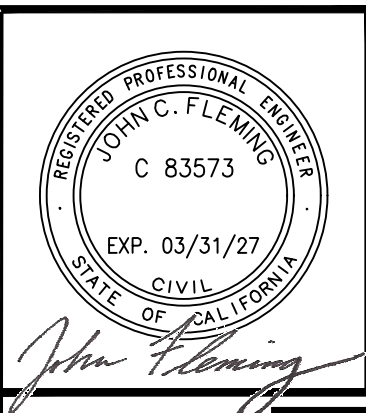
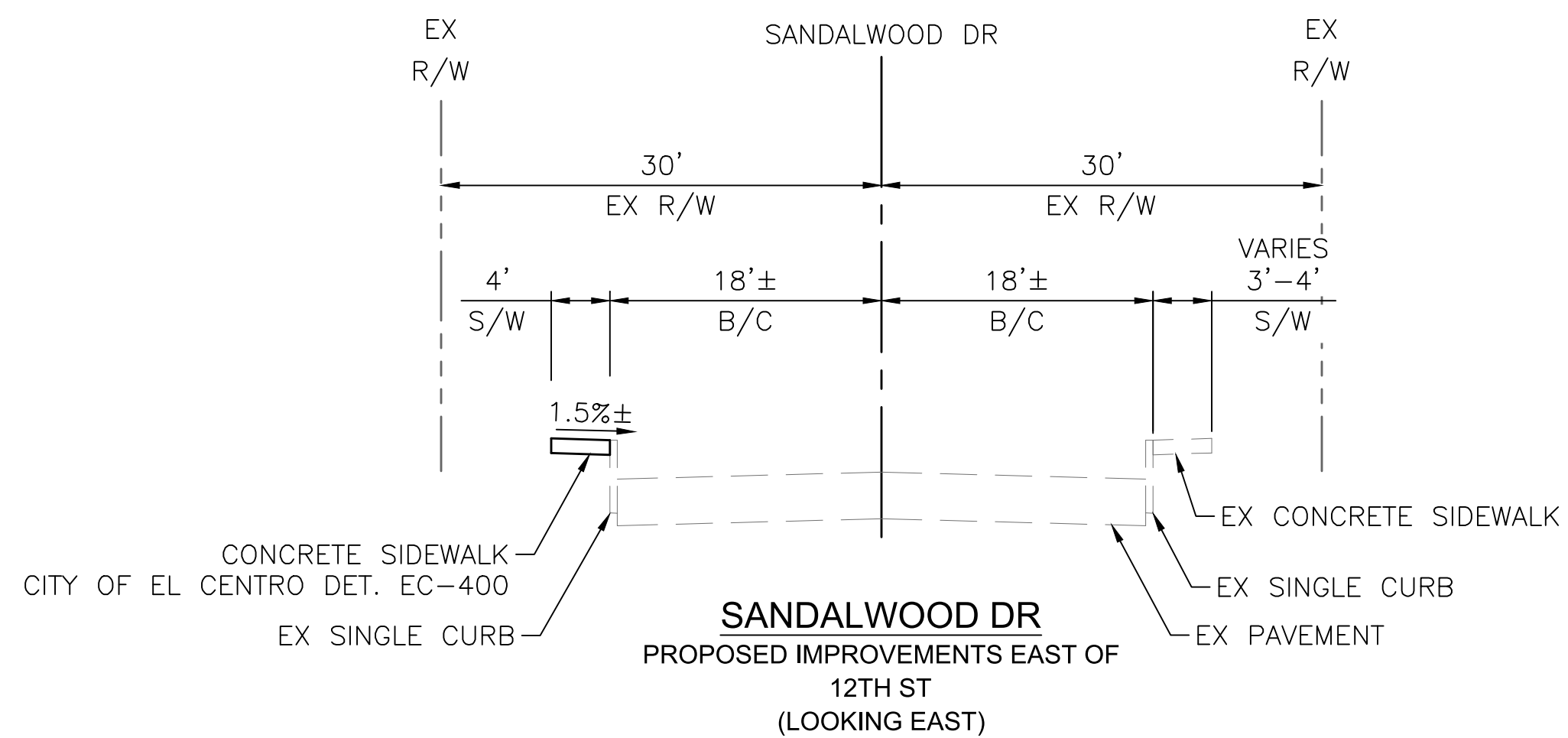
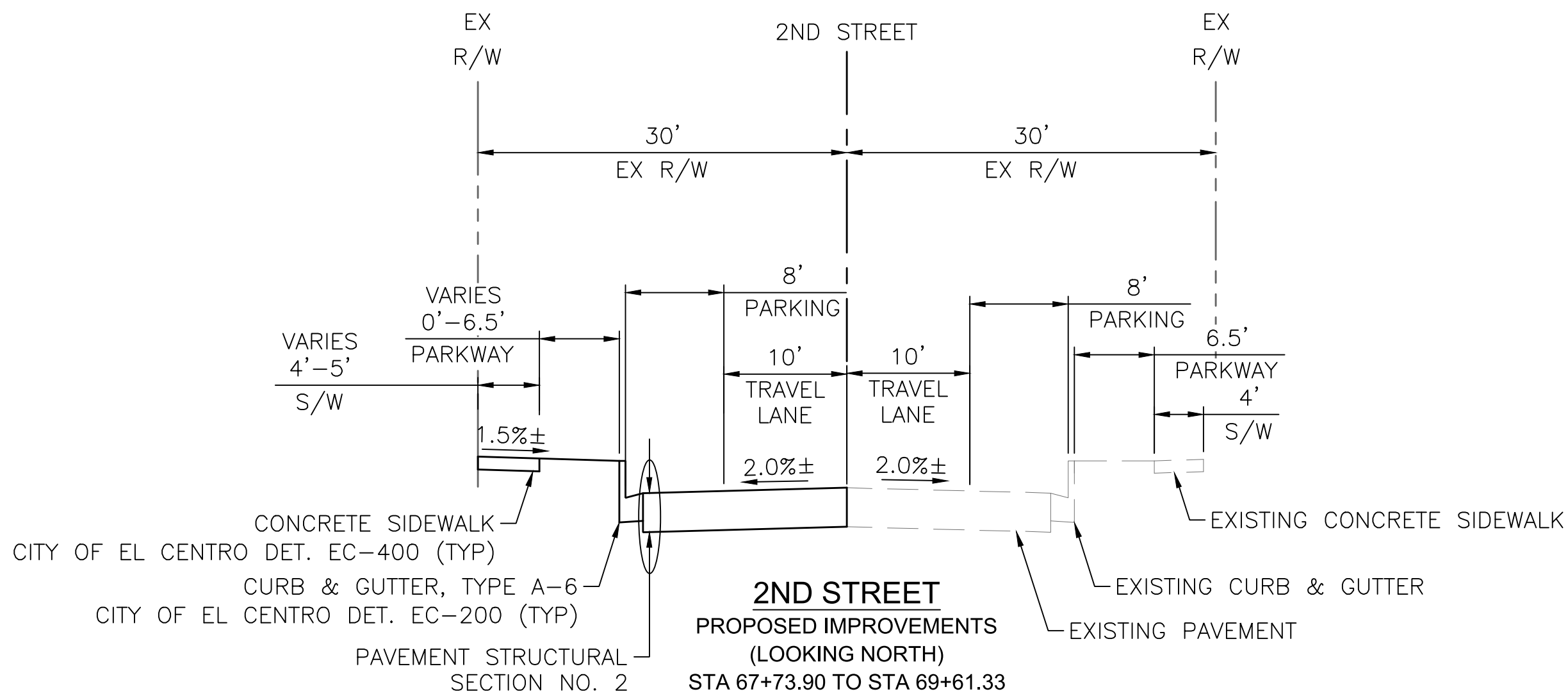
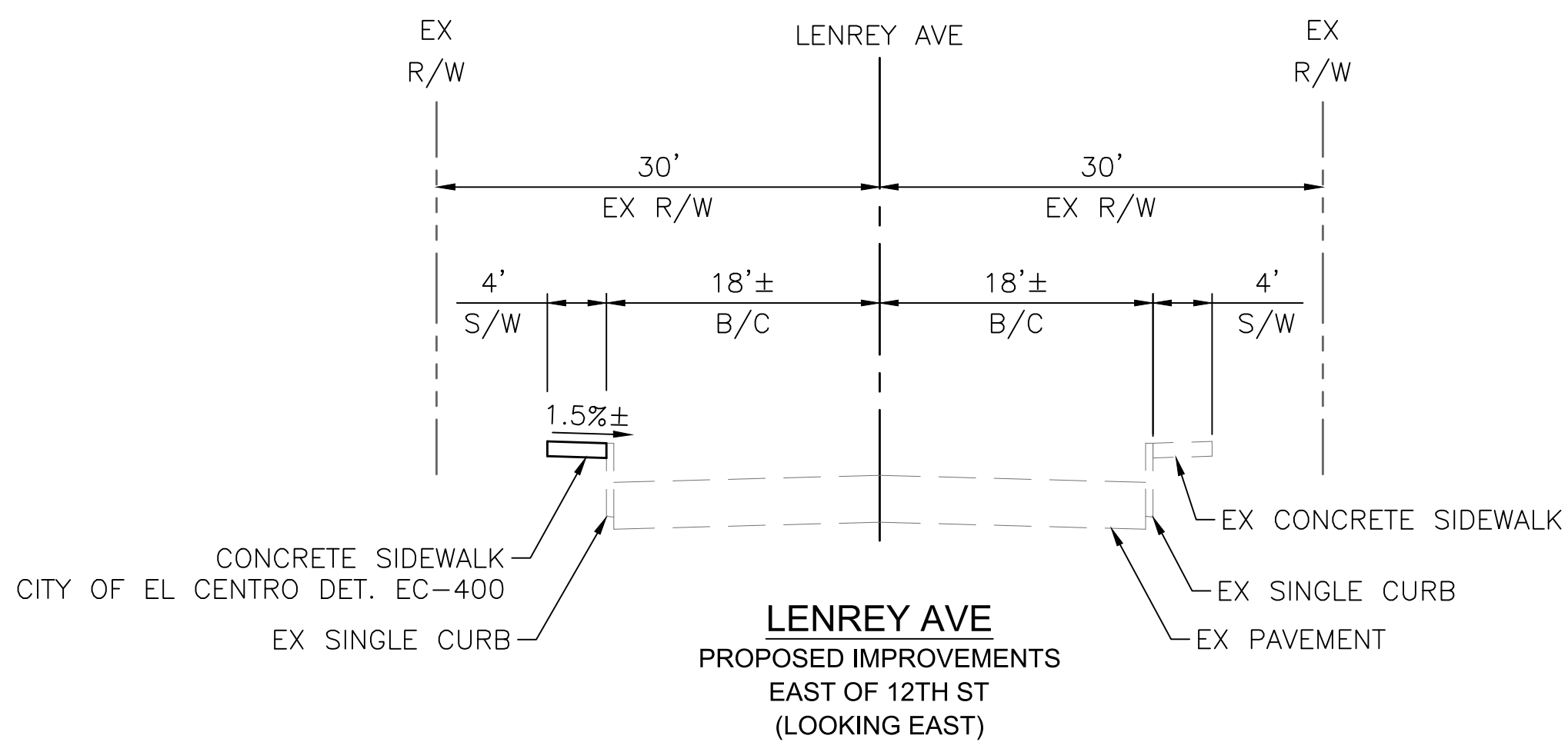
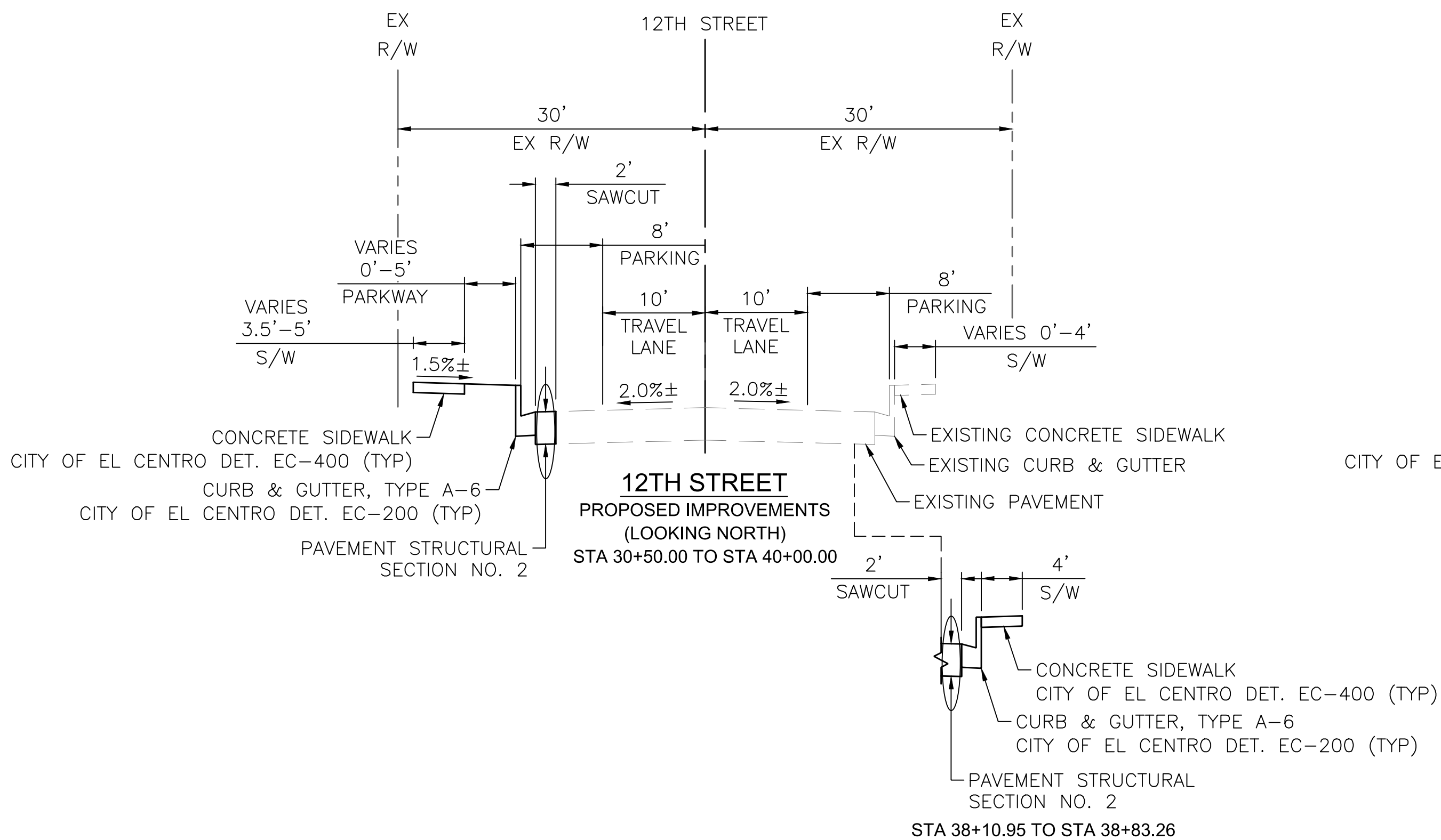
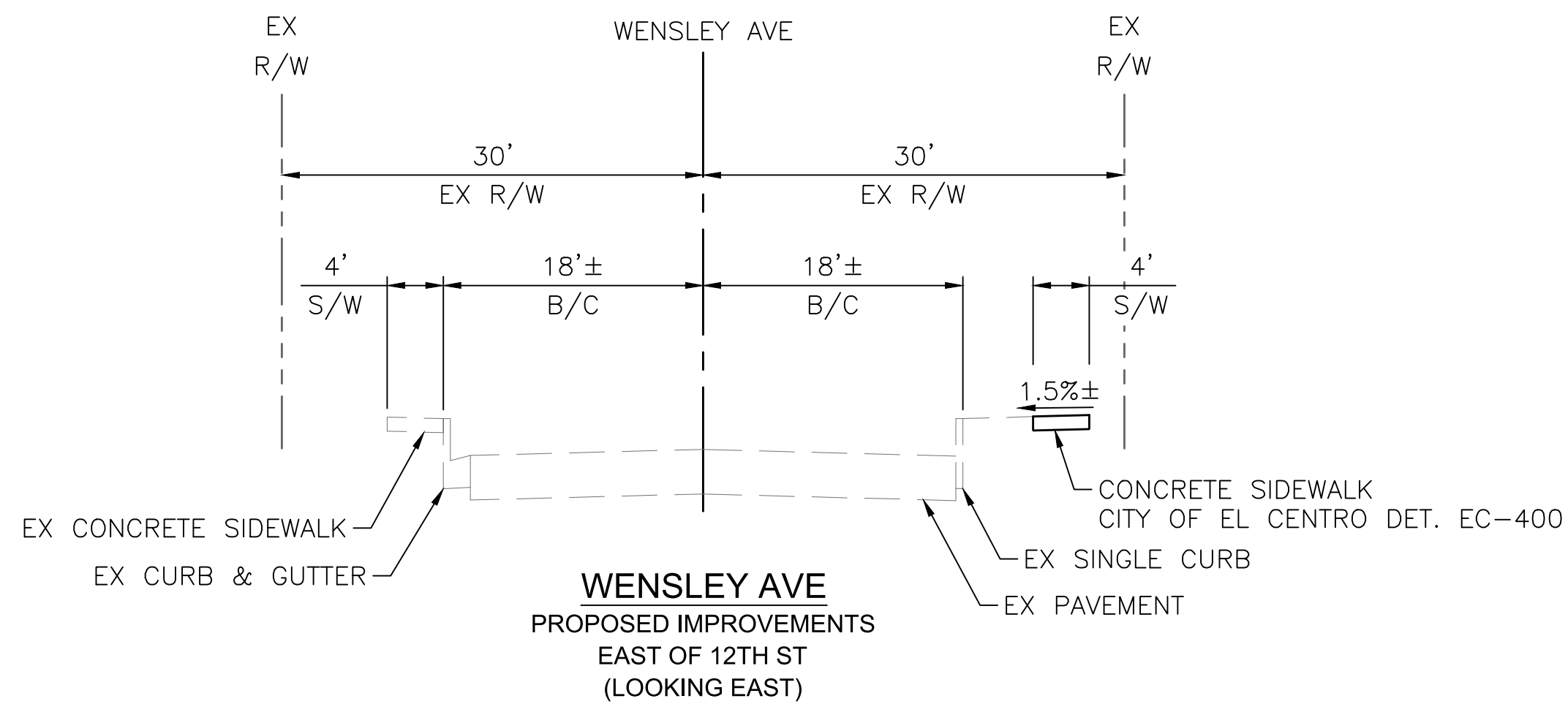
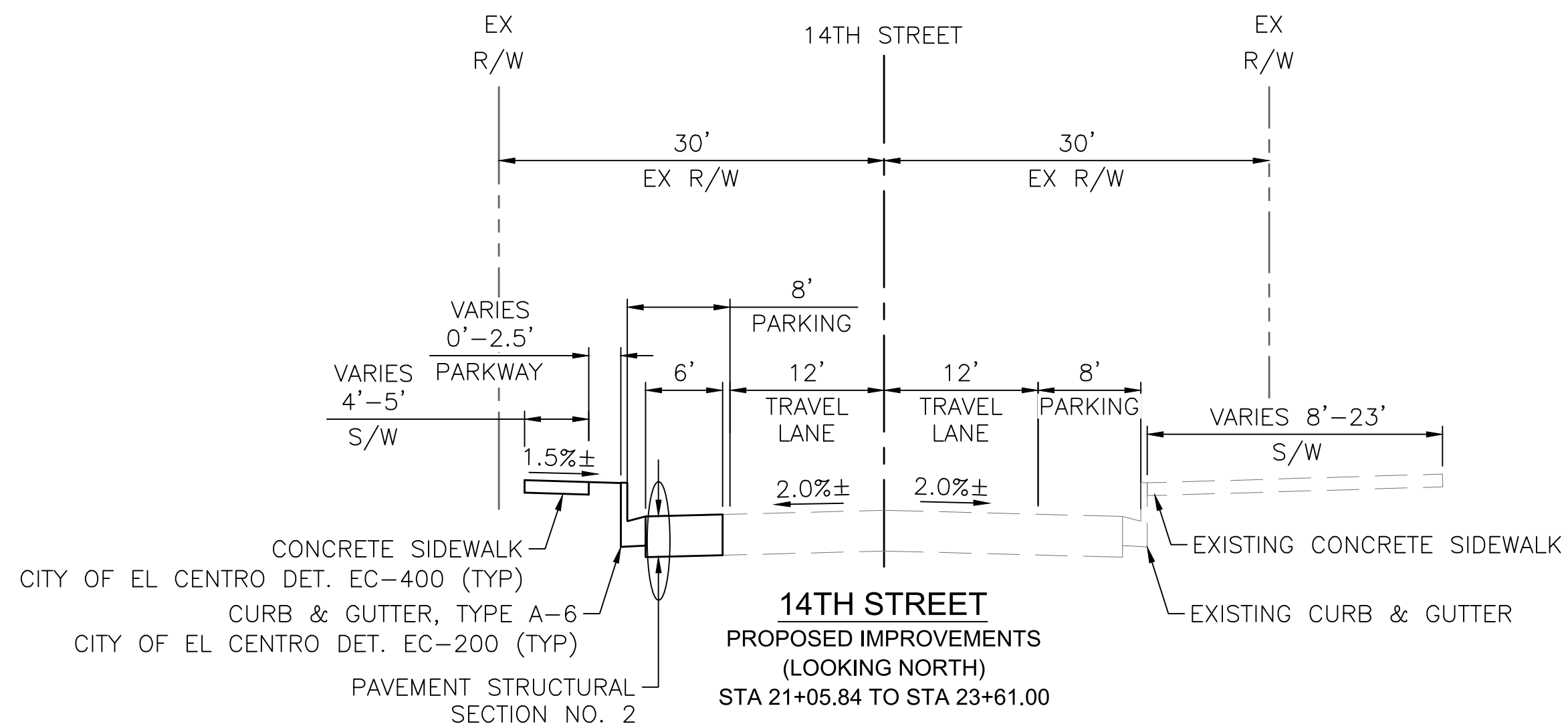
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SCALE: 1"=10'

DRAWING SERIES NO.
G-01.03



REVISION BY	CITY OF EL CENTRO	REV BY	CHK BY	DATE
NO.	DESCRIPTION			

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	4	47	



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TYPICAL SECTIONS

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

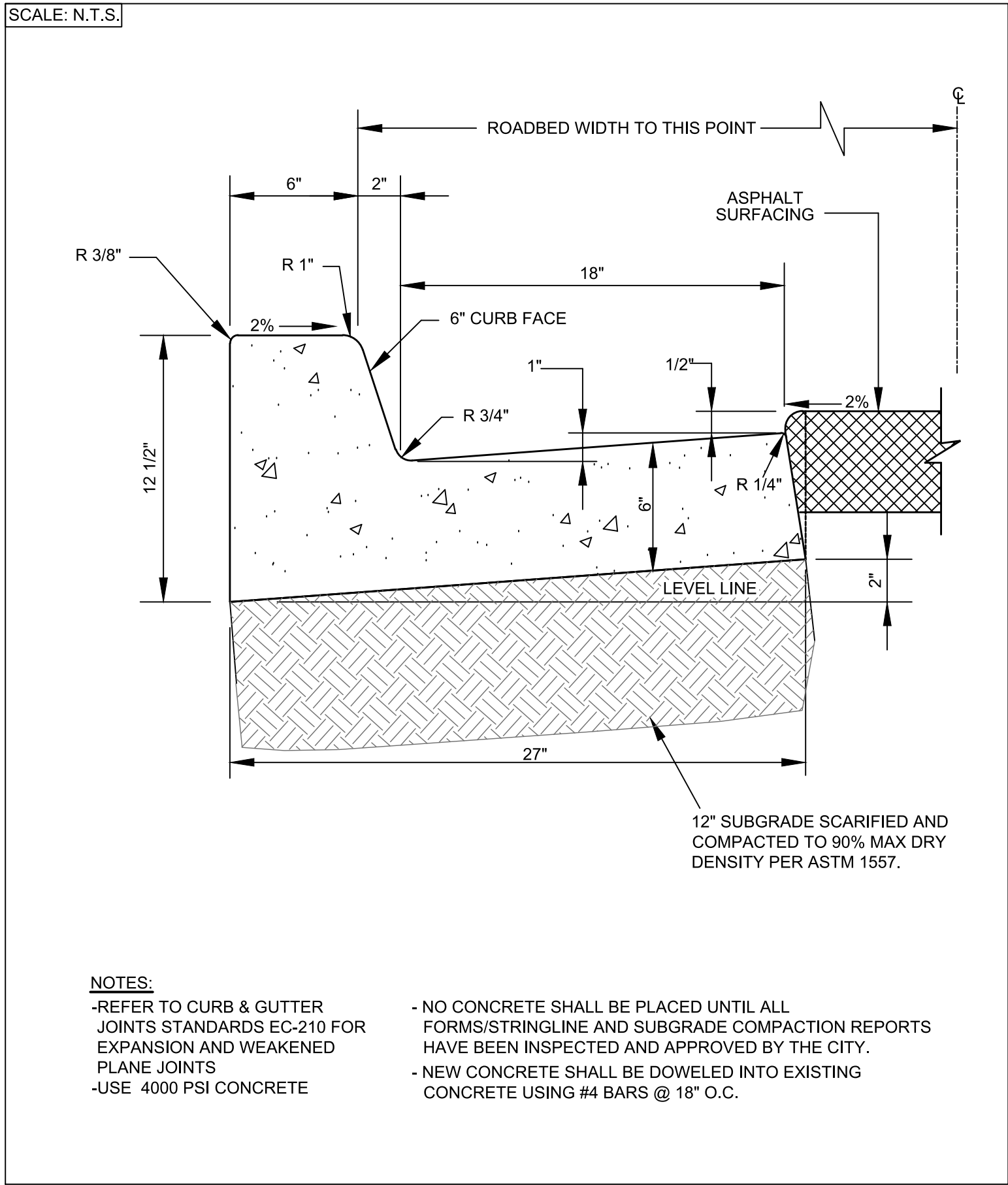
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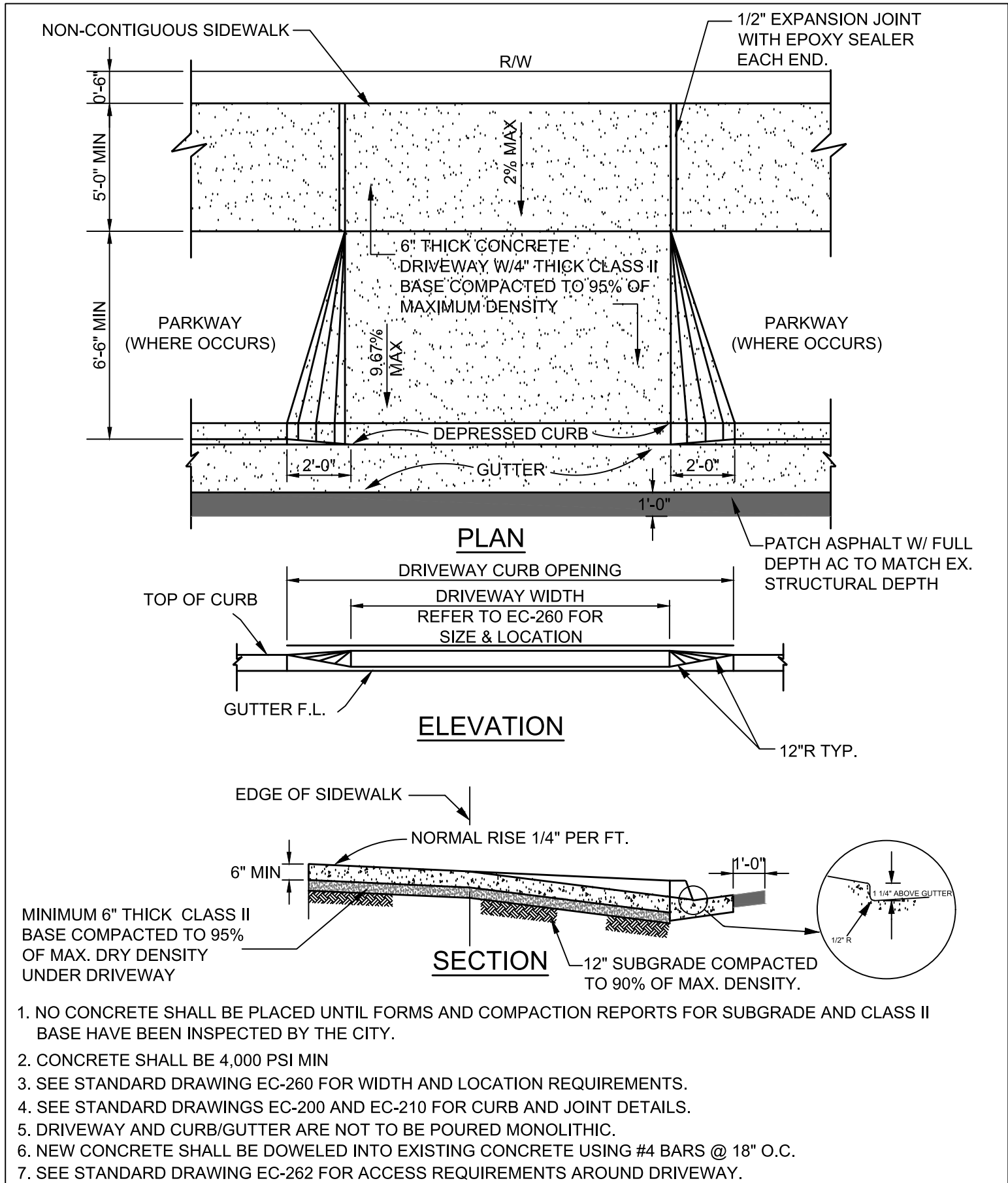
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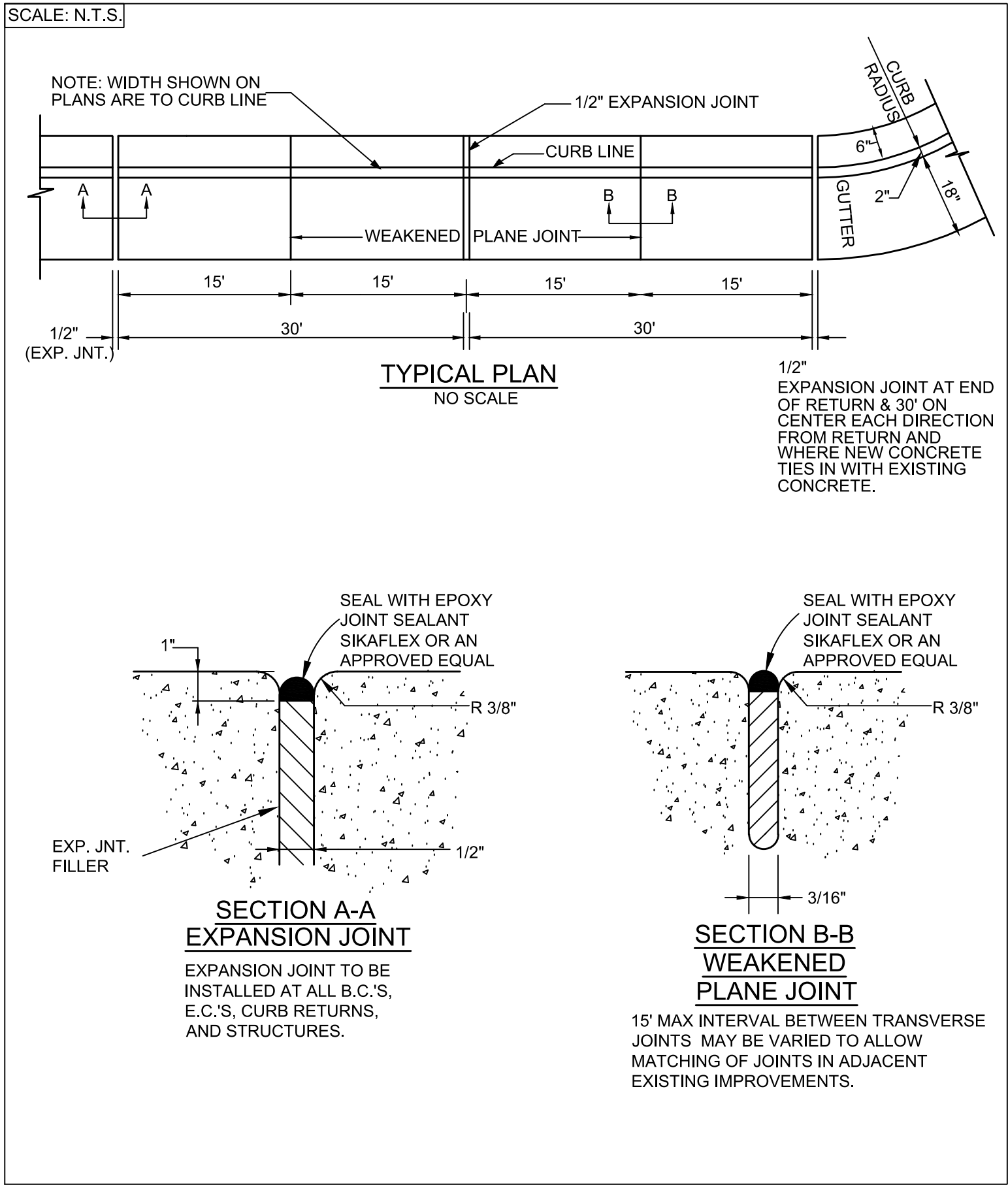
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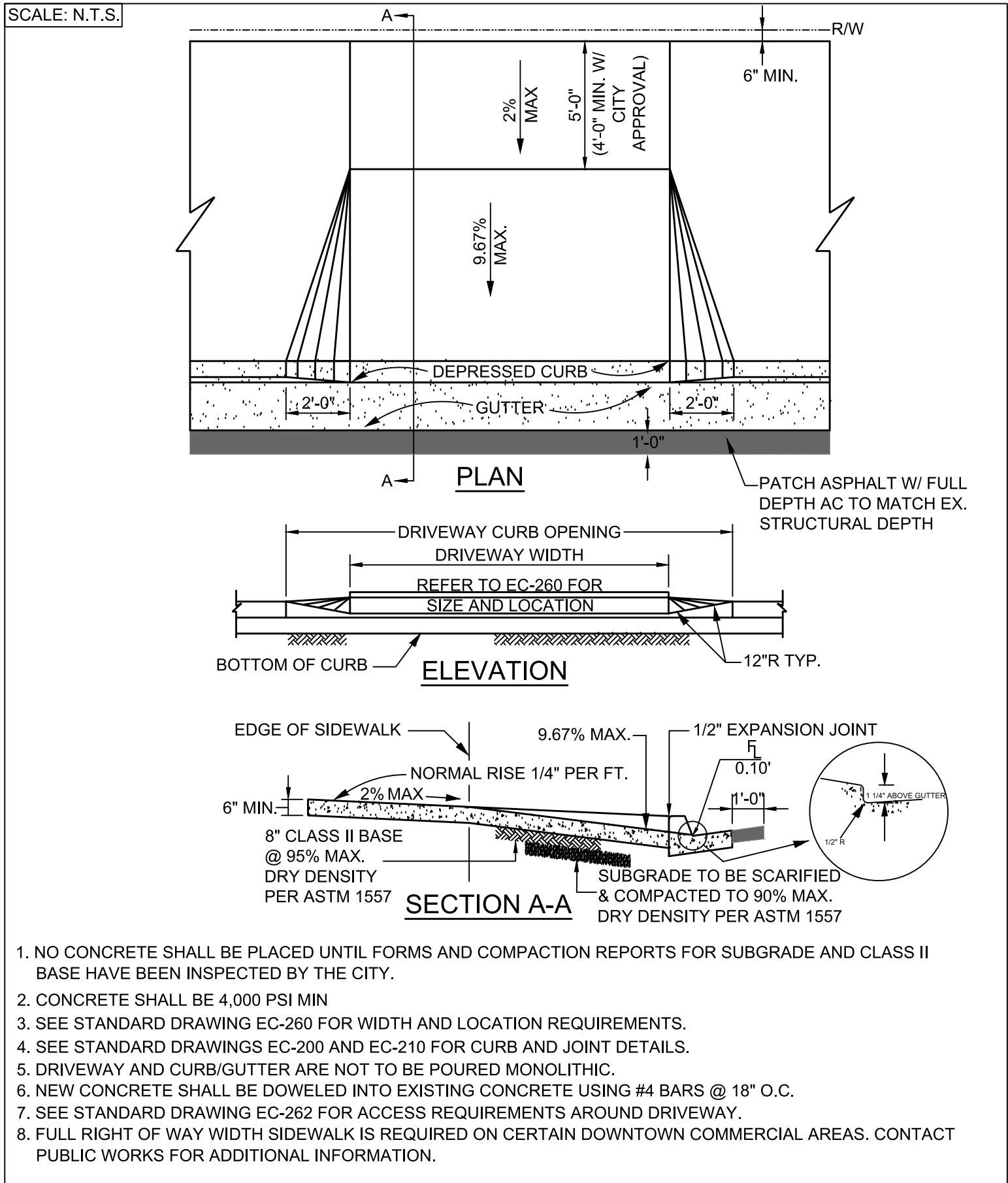
TYPE A-6 CURB, DET. EC-200



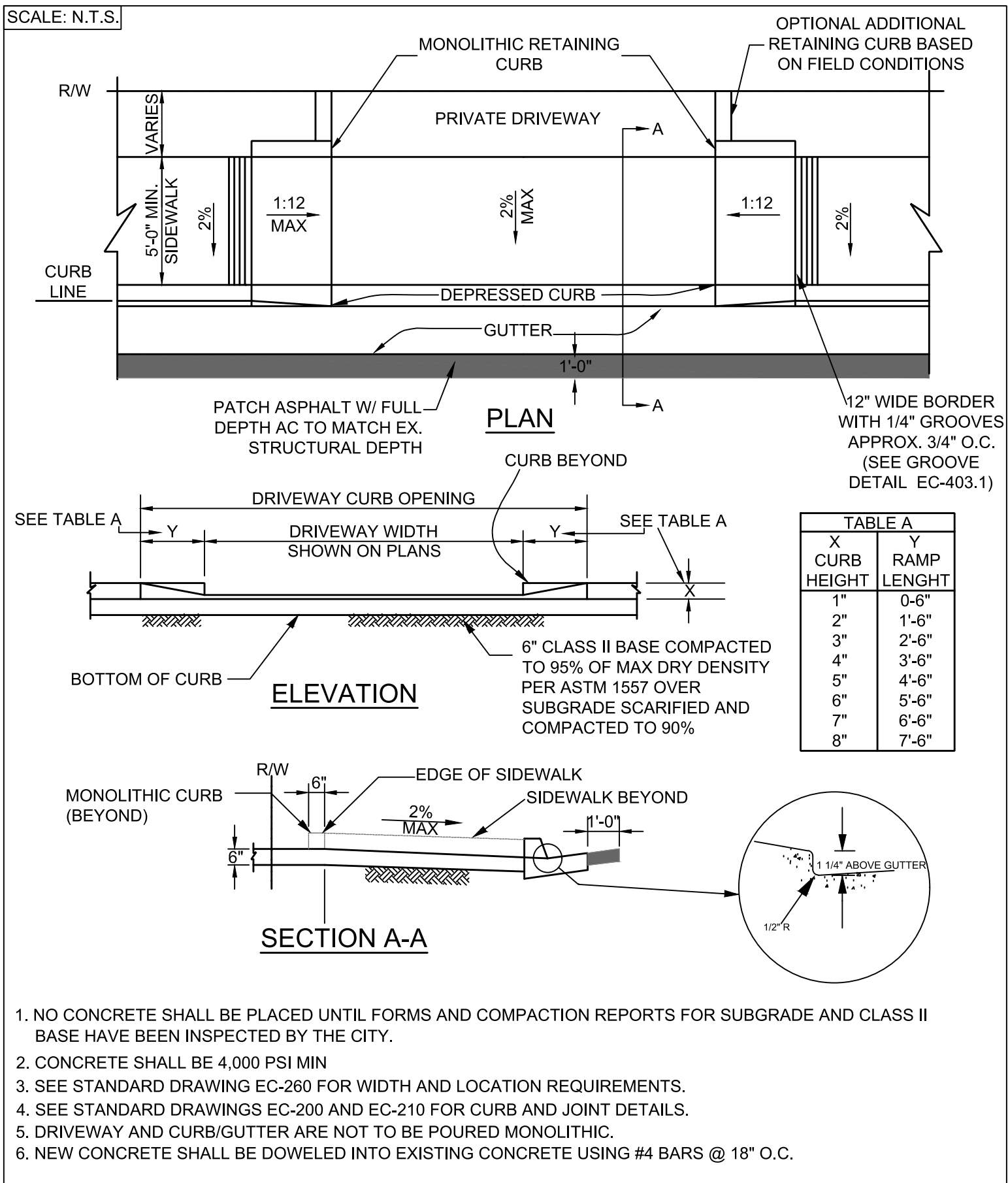
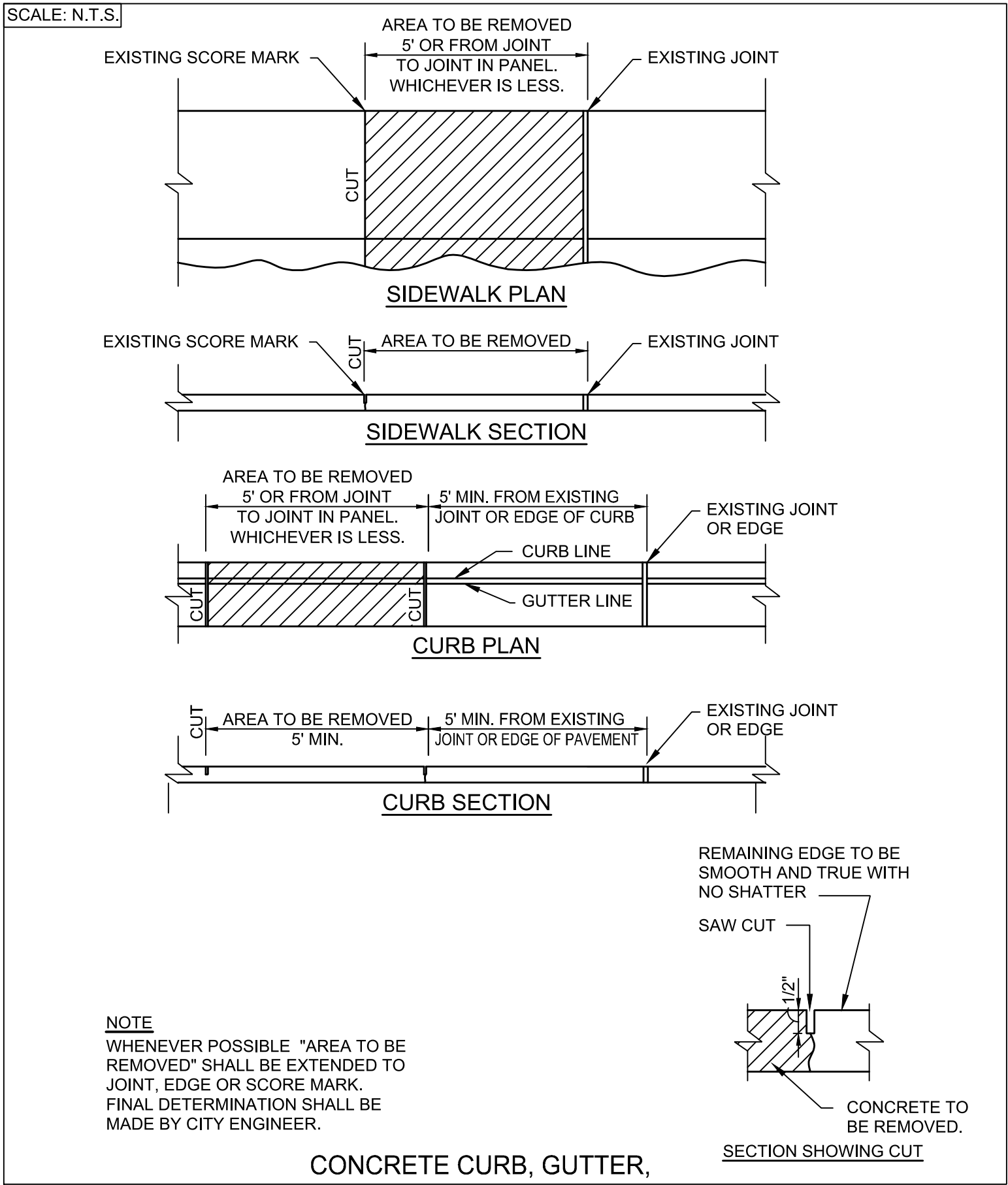
RESIDENTIAL CONCRETE DRIVEWAY, DET. EC-230



CURB & GUTTER JOINTS, DET. EC-210

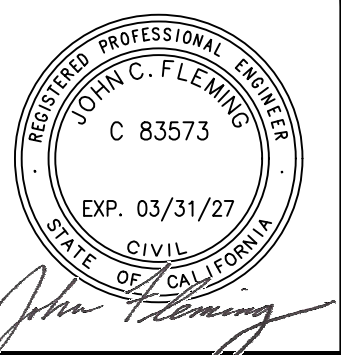


COMMERCIAL CONCRETE DRIVEWAY, DET. EC-240



CONCRETE DRIVEWAY FOR CONFINED R/W, DET EC-250

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9	CALIF.	RES. NO. 20-68	5	47	



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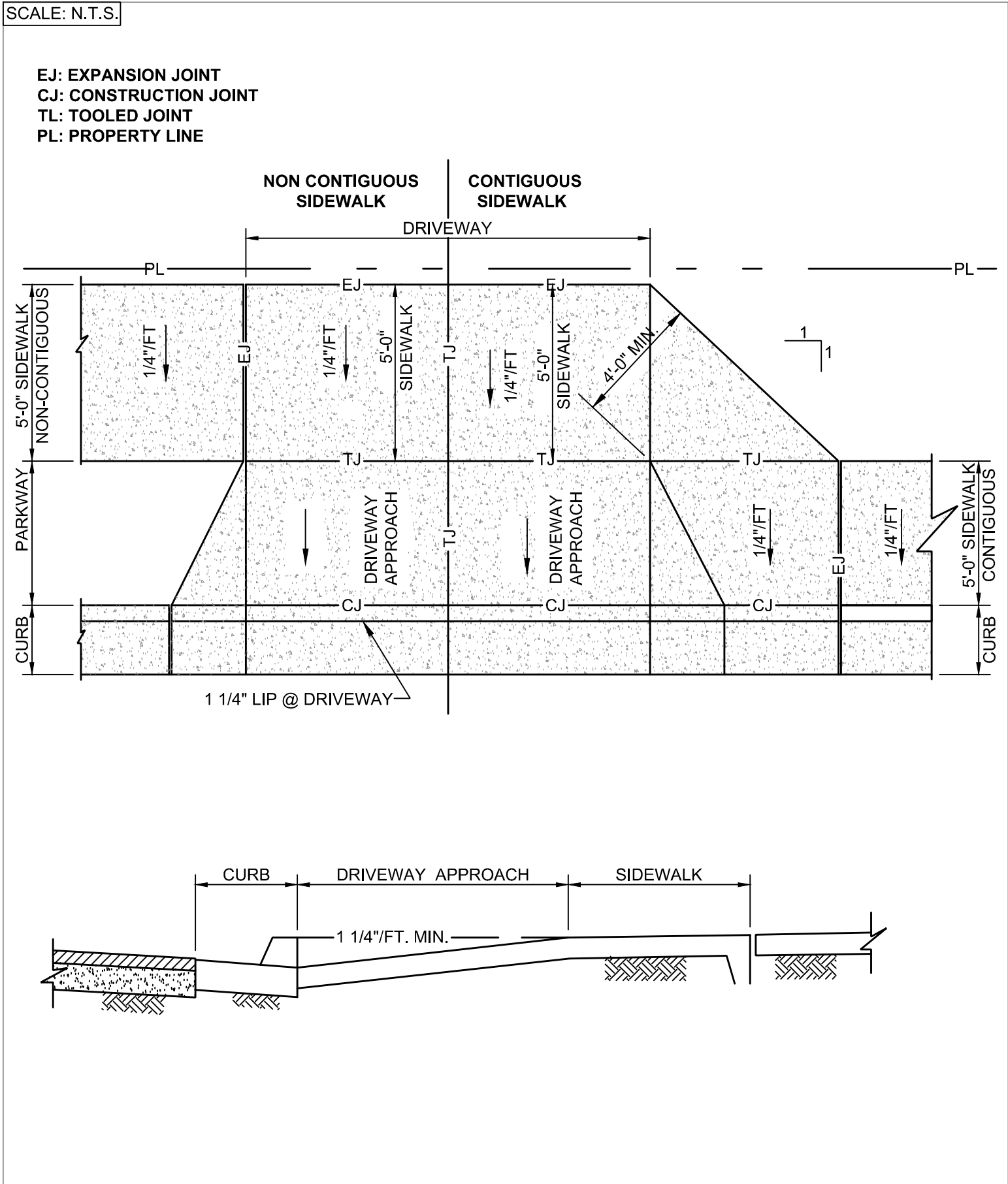
CITY OF EL CENTRO DETAILS

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

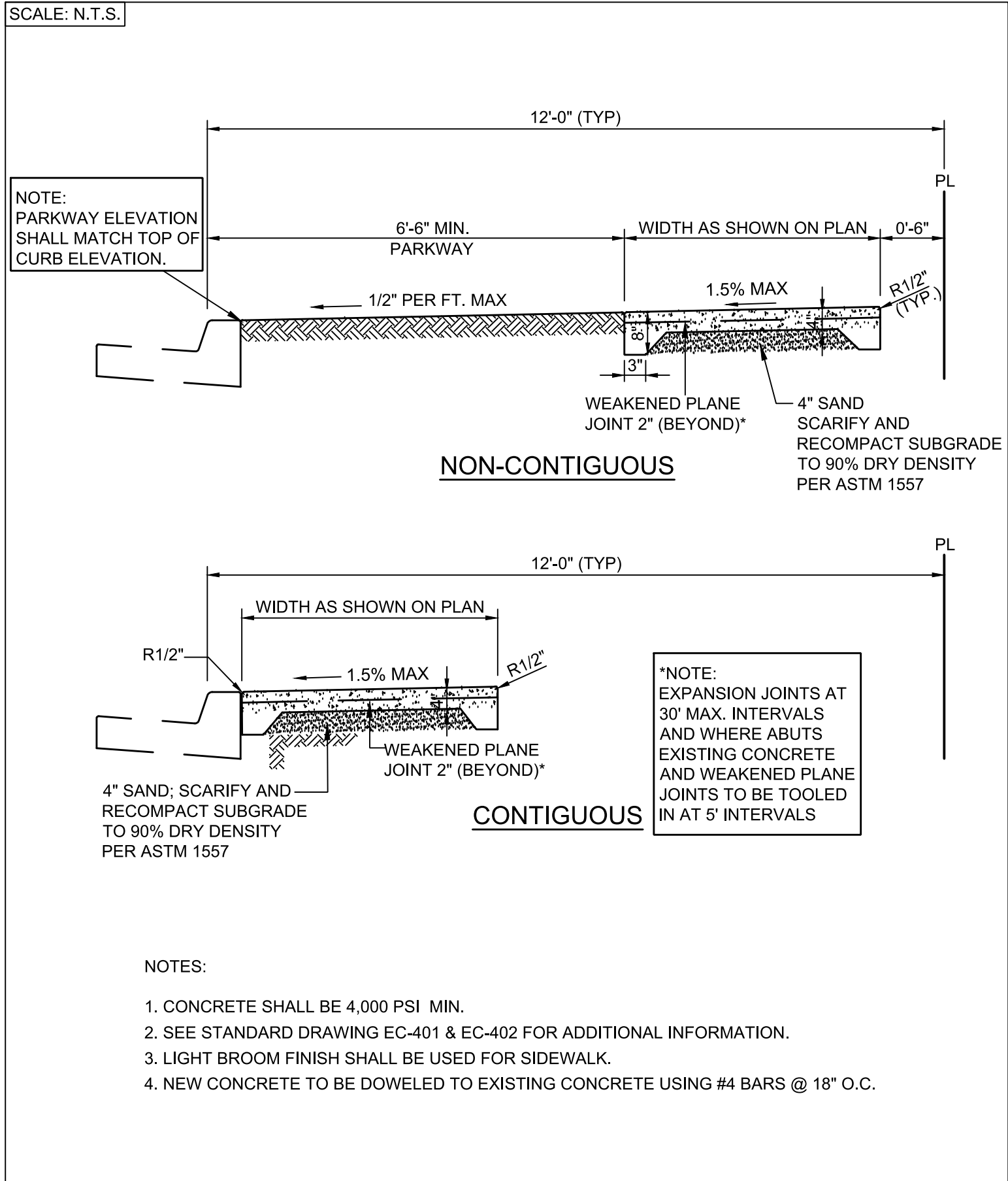
CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	
SCALE: NONE			G-02.01

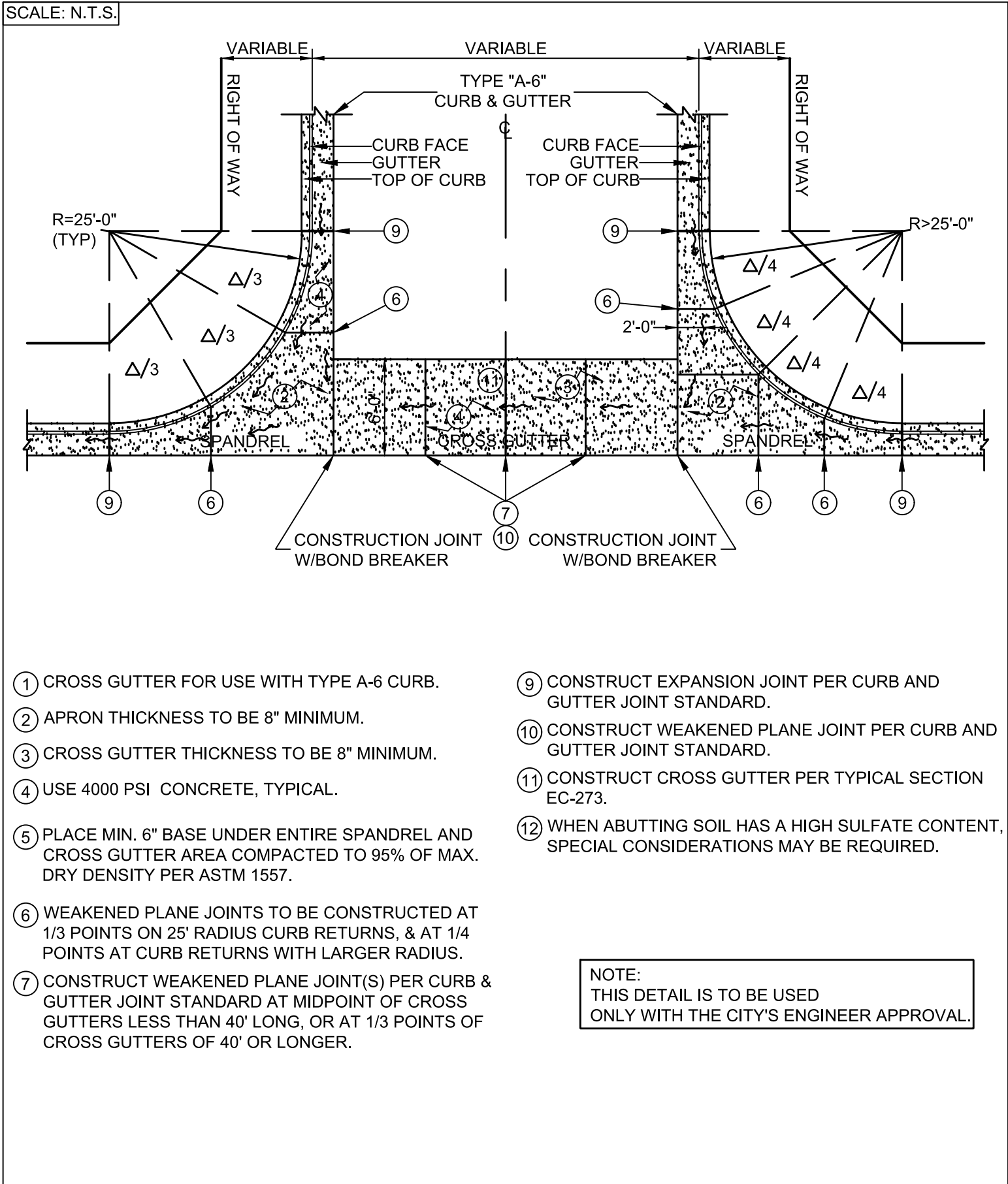
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ACCESS AROUND DRIVEWAY APPROACHES, DET. EC-262



SIDEWALK, DET. EC-400

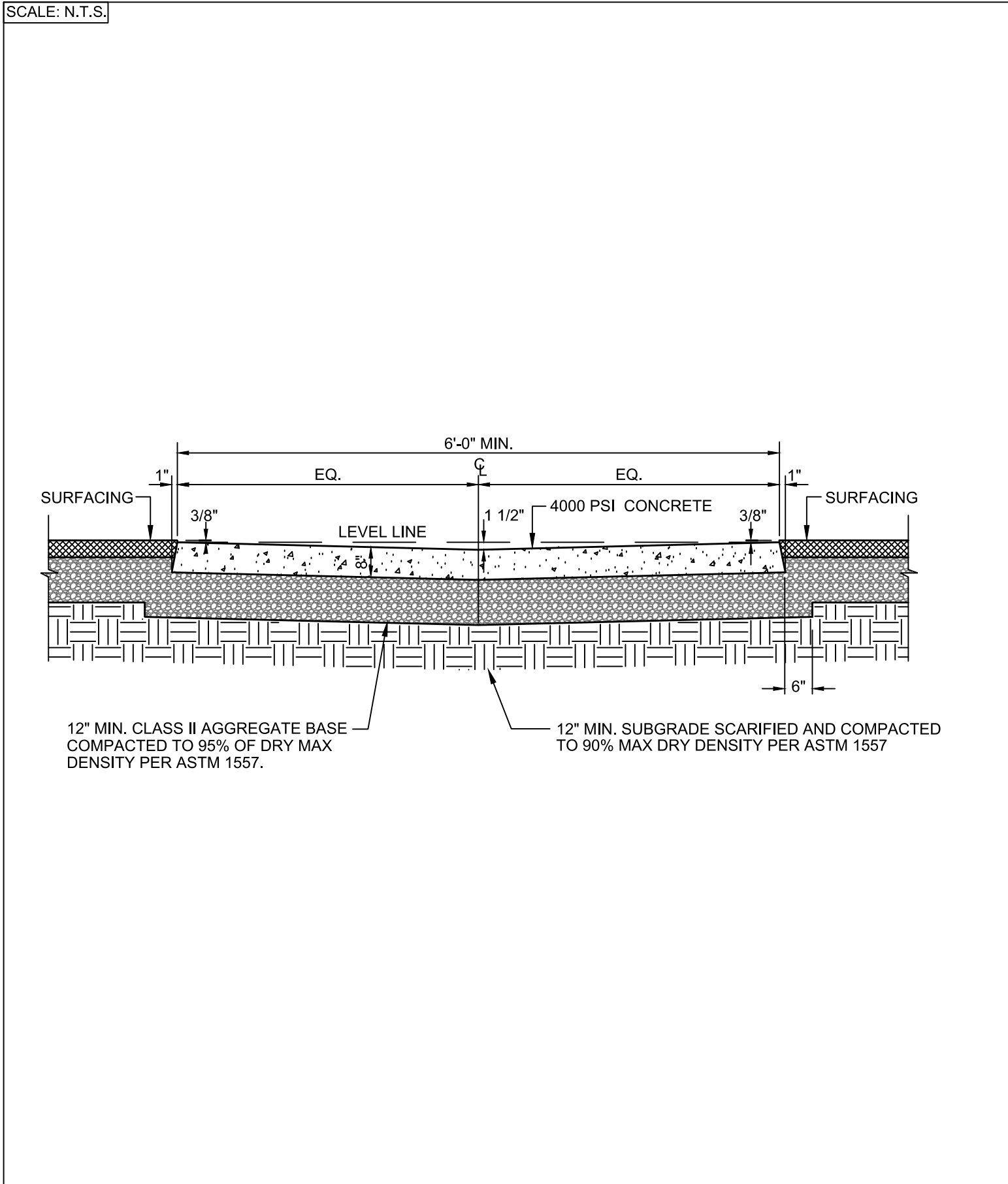


CROSS GUTTER, DET. EC-270

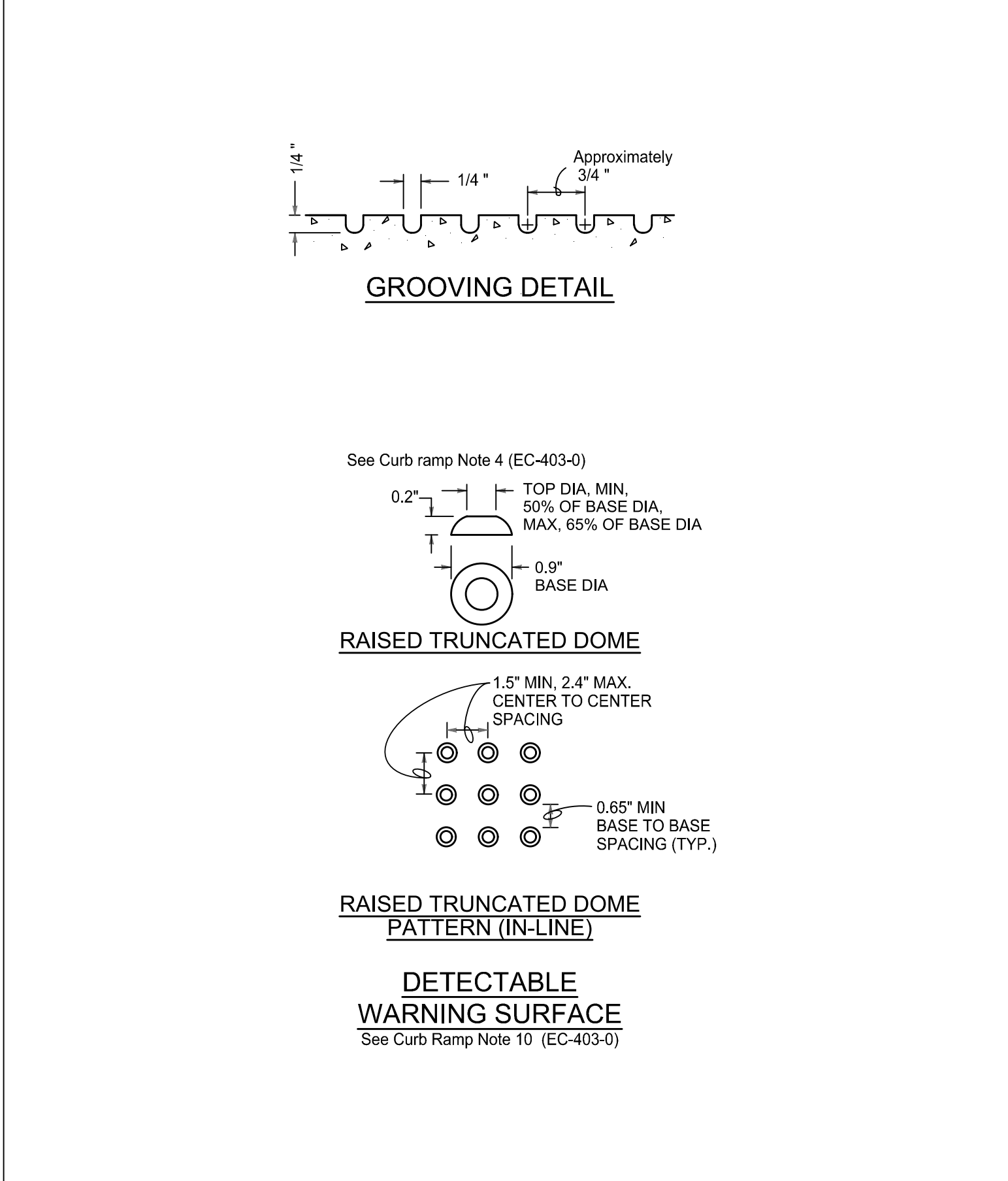
CURB RAMP NOTES

1. Sidewalk and ramp shall be 4 inches P.C.C. and attain 4,000psi compressive strength after 28 day curing. Concrete shall be placed over 8" Class II base. Subgrade shall be scarified and recompact to 90% max. dry density per ASTM 1557 with optimal moisture.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-0" platform (landing) as shown in Case A (EC-403-2), the sidewalk may be depressed longitudinally as in case C (EC-403-7), or may be widened as in Case D (EC-403-11).
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B of the CALTRANS 2025 Revised Std. Plan RSP A88A & A88B .
4. Prior to construction, the contractor shall determine and locate the existing right of way at curb ramps, see note 2 above. Modifications to the ramps shown is at the discretion of the City Engineer.
5. If located on a curve, the sides of the ramp need not be parallel, but the minimum width of the ramp shall be 4'-0".
6. Side slope of ramp flares vary uniformly from a maximum of 10% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C.
7. The curb ramp shall be outlined, as shown, with a 12" wide border with 1/4 " grooves approximately 3/4 " on center. See grooving detail EC-403-1.
8. Transitions from ramps to walks, gutters or streets shall be flush and free of abrupt changes.
9. Maximum slopes of adjoining gutters, the road surface immediately adjacent to the curb ramp and continuous passage to the curb ramp shall not exceed 5 percent within 4'-0" of the top or bottom of the curb ramp.
10. Curb ramps shall have a detectable safety yellow warning surface that extends the full width and 3'-0" depth of the ramp. Detectable Warning Surfaces shall conform to the details shown in EC-403-1 and the requirements in the Caltrans Special Provisions. Detectable warning surface shall be cast in place Polymer Composite/Fiberglass Rigid Panels. Surface applied systems are to be used only at retrofit conditions and with the approval of the City Engineer.
11. The edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter flowline.
12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the contractor prior to, or in conjunction with, curb ramp construction. Approval for relocation shall be obtained from the City Engineer.
13. For retrofit conditions, sawcut existing curb, gutter & sidewalk per EC-220. Also, existing corner monuments shall be tied and filed at the County of Imperial and re-placed by a licensed land surveyor.
14. Concrete curb ramp and adjoining curb gutter shall be placed monolithic.
15. All details used and/or modified per CALTRANS 2025 Revised Std. Plan RSP A88A
16. Reference CALTRANS 2025 Revised Std. Plan RSP A88A & A88B for other conditions. More stringent condition shall apply; City Engineer has ultimate discretion.
17. New concrete shall be doweled into existing concrete using #4 bars @ 18" O.C.
18. All ramps will have a 1'-0" wide asphalt patch with full depth HMA to match existing structural depth.

CURB RAMP NOTES, DET. EC-403-0



CROSS GUTTER, DET. EC-273



DETECTABLE WARNING & GROOVING DETAIL, DET. EC-403-1

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	6	47	

REGISTERED PROFESSIONAL ENGINEER
JON C. FLEMING
C 83573
EXP. 03/31/27
CIVIL
STATE OF CALIFORNIA

TYPSA

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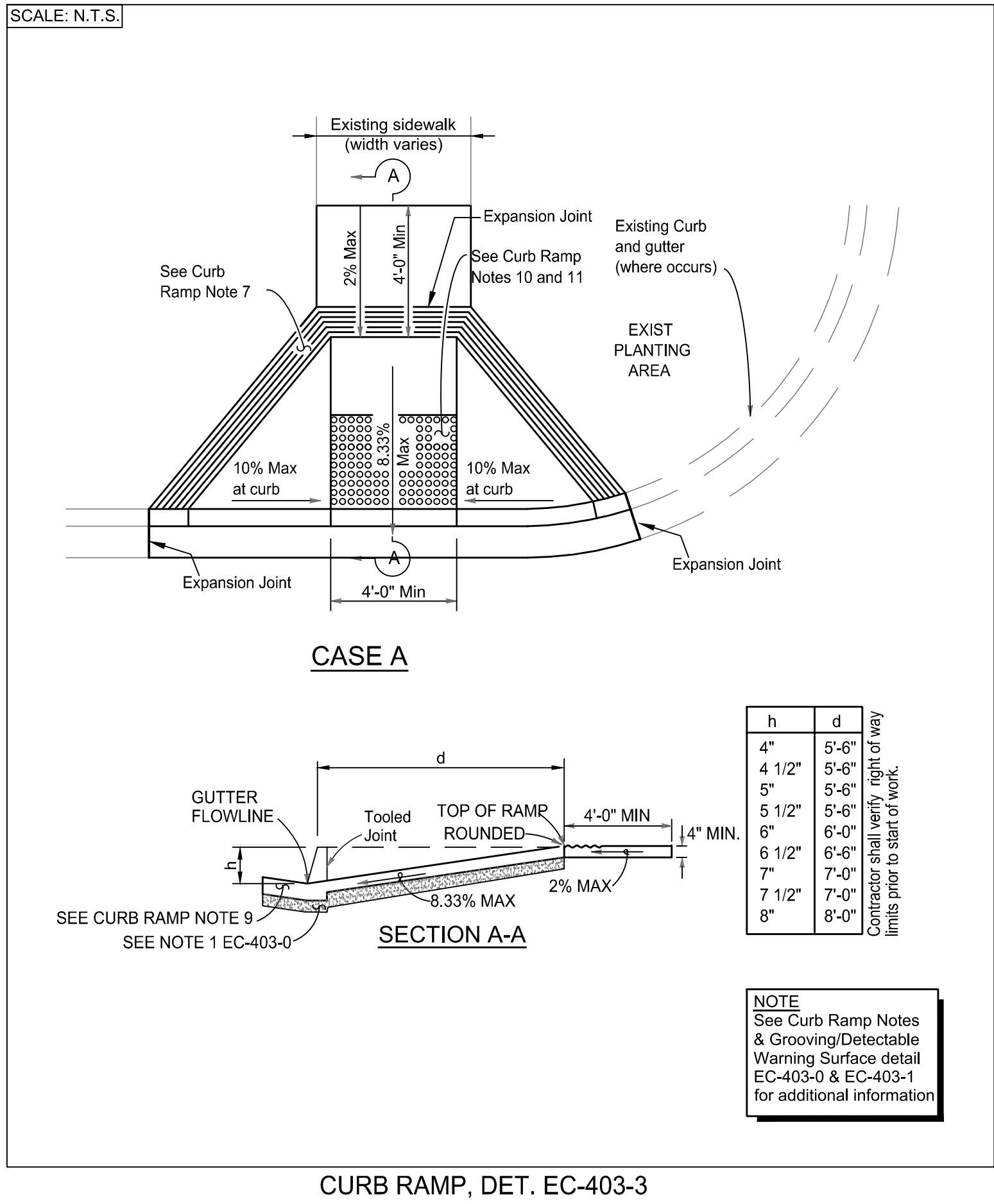
CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

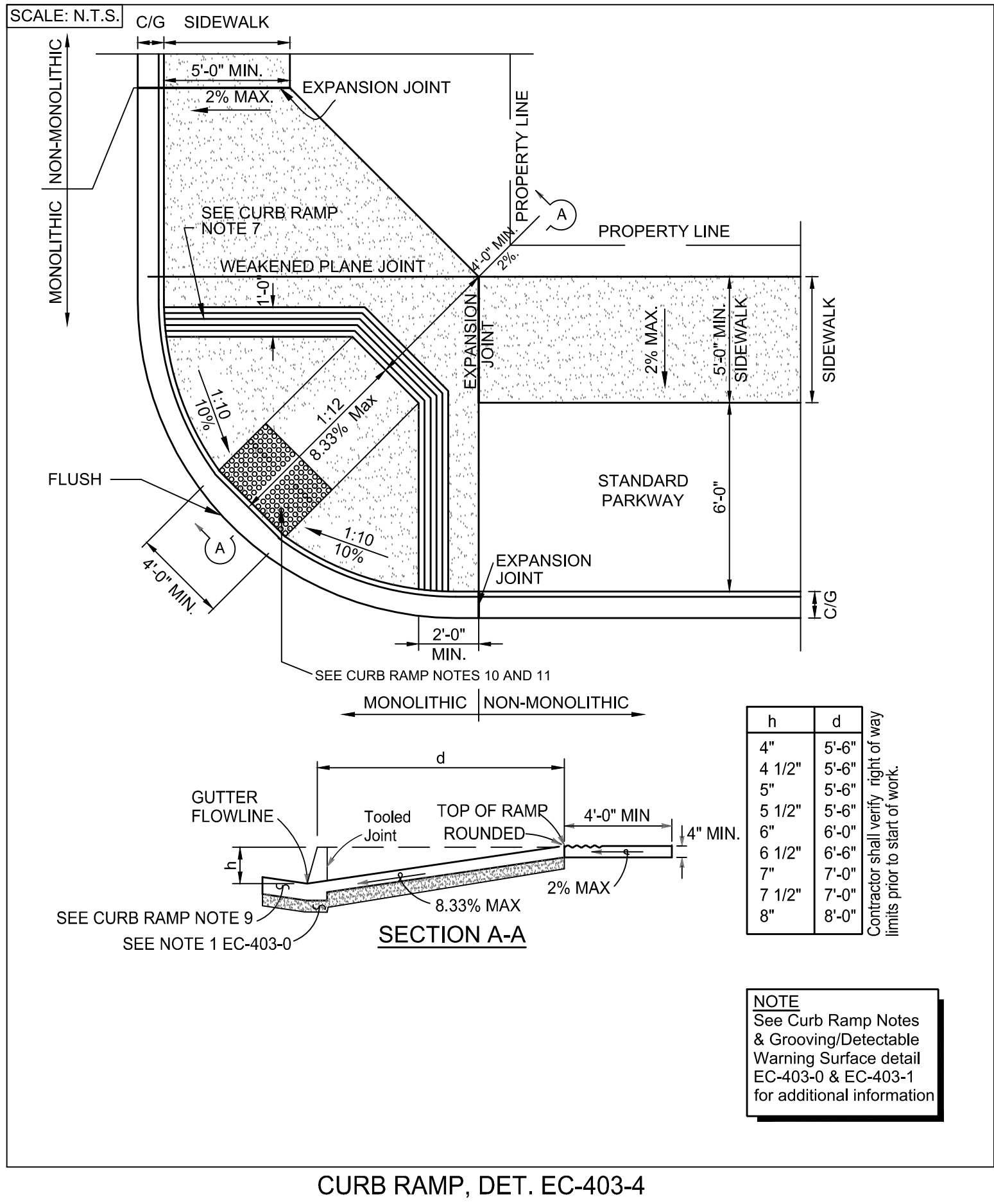
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SCALE: NONE

DRAWING SERIES NO.
G-02.02

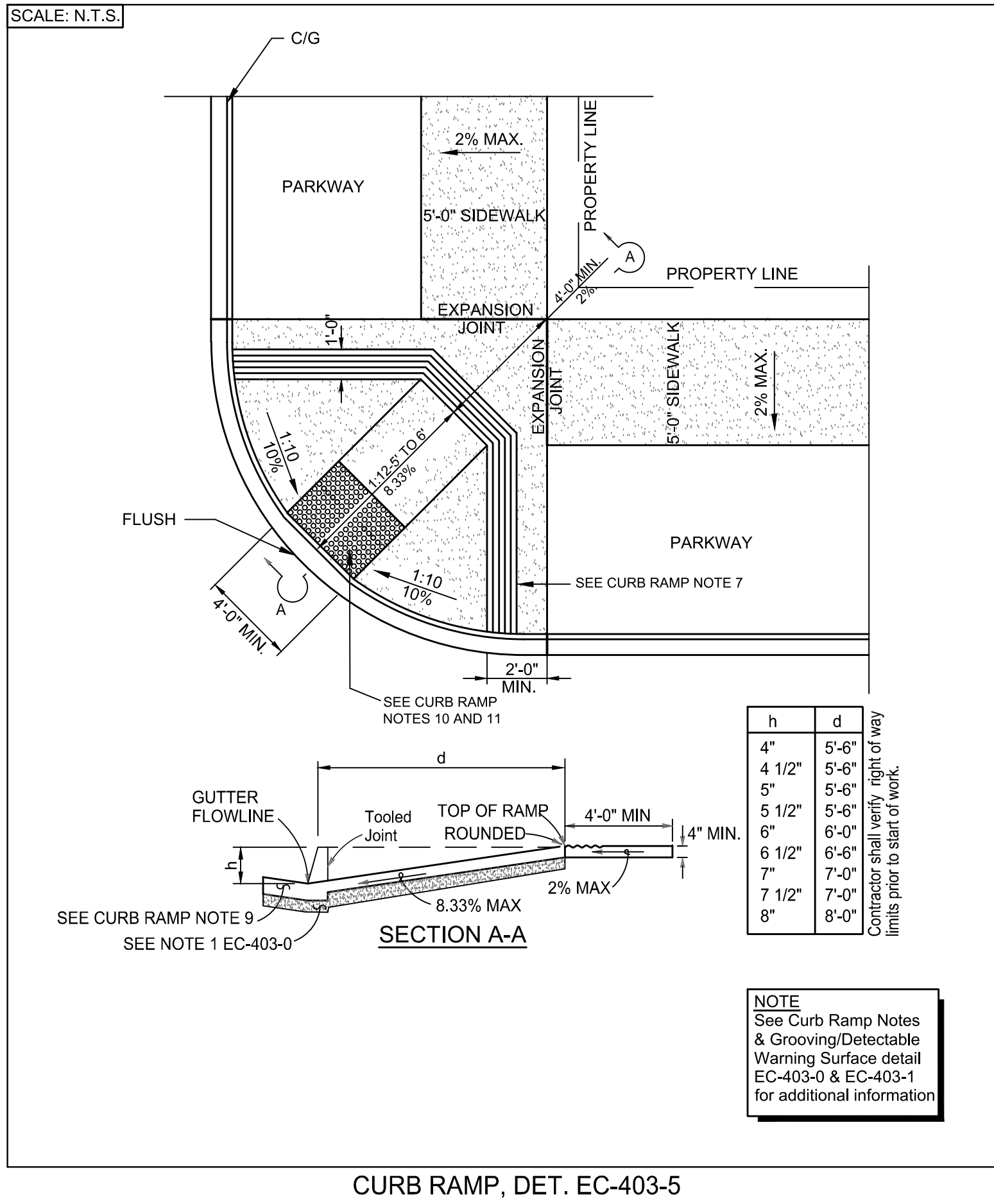
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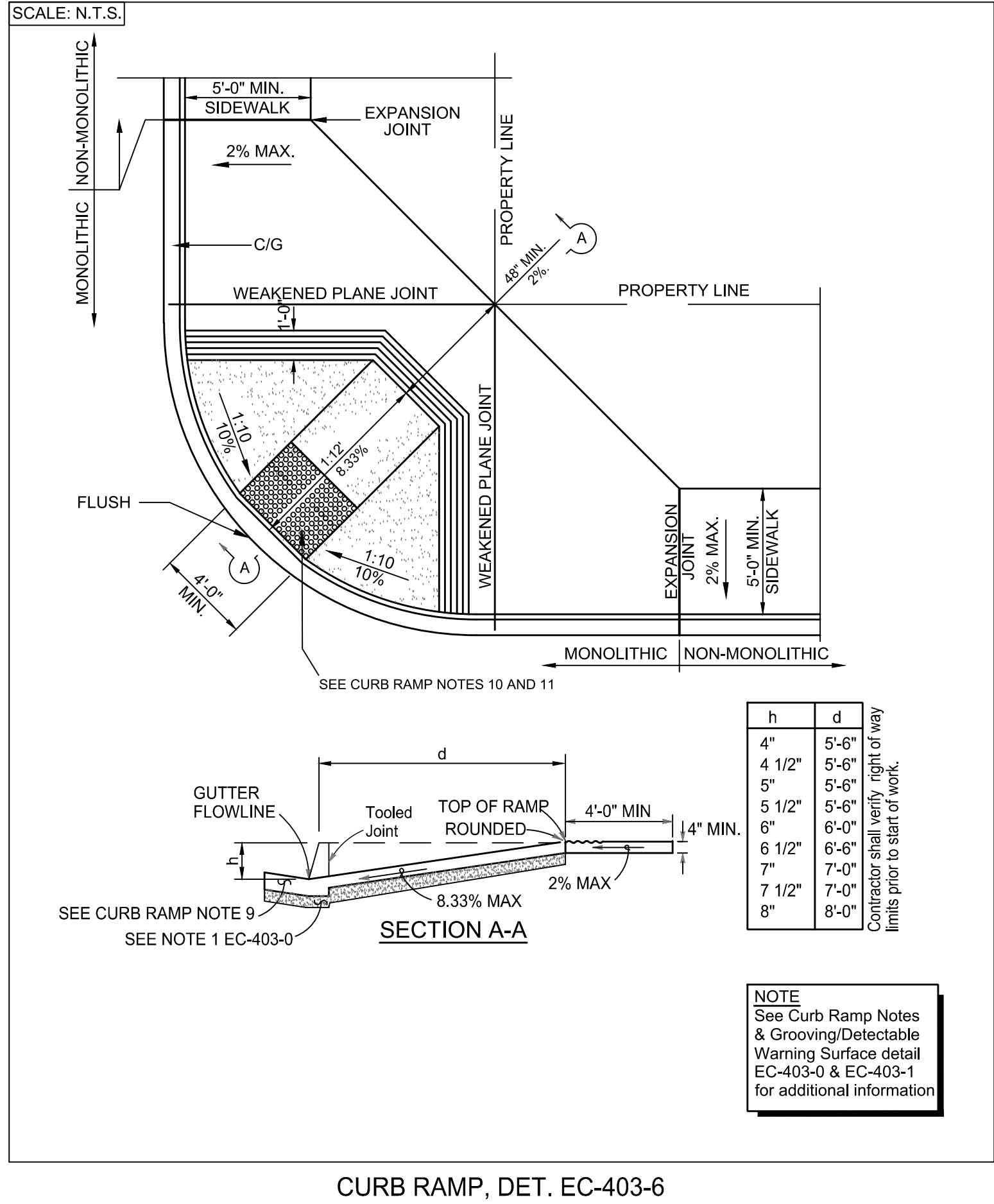
CURB RAMP, DET. EC-403-3



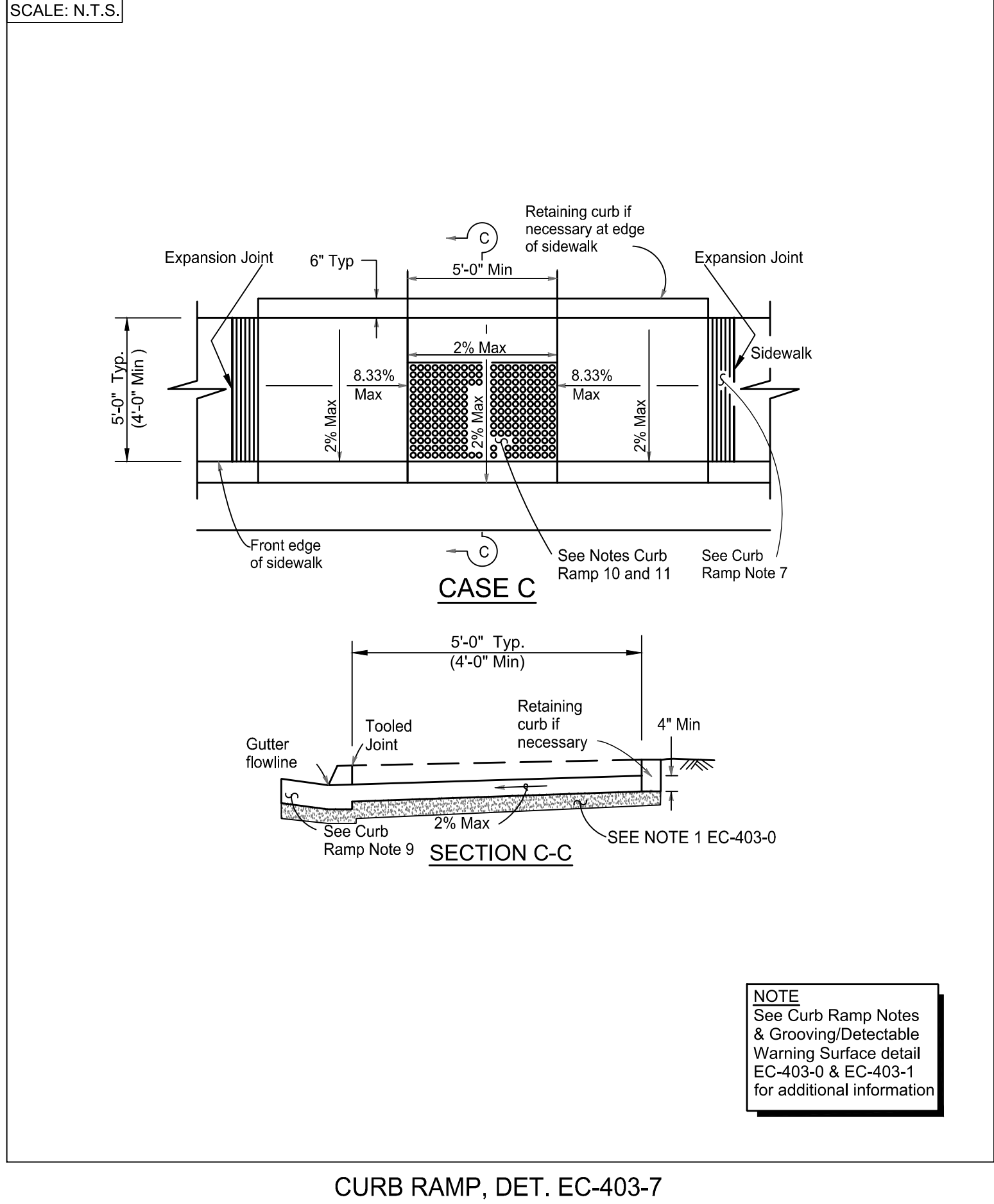
CURB RAMP, DET. EC-403-4



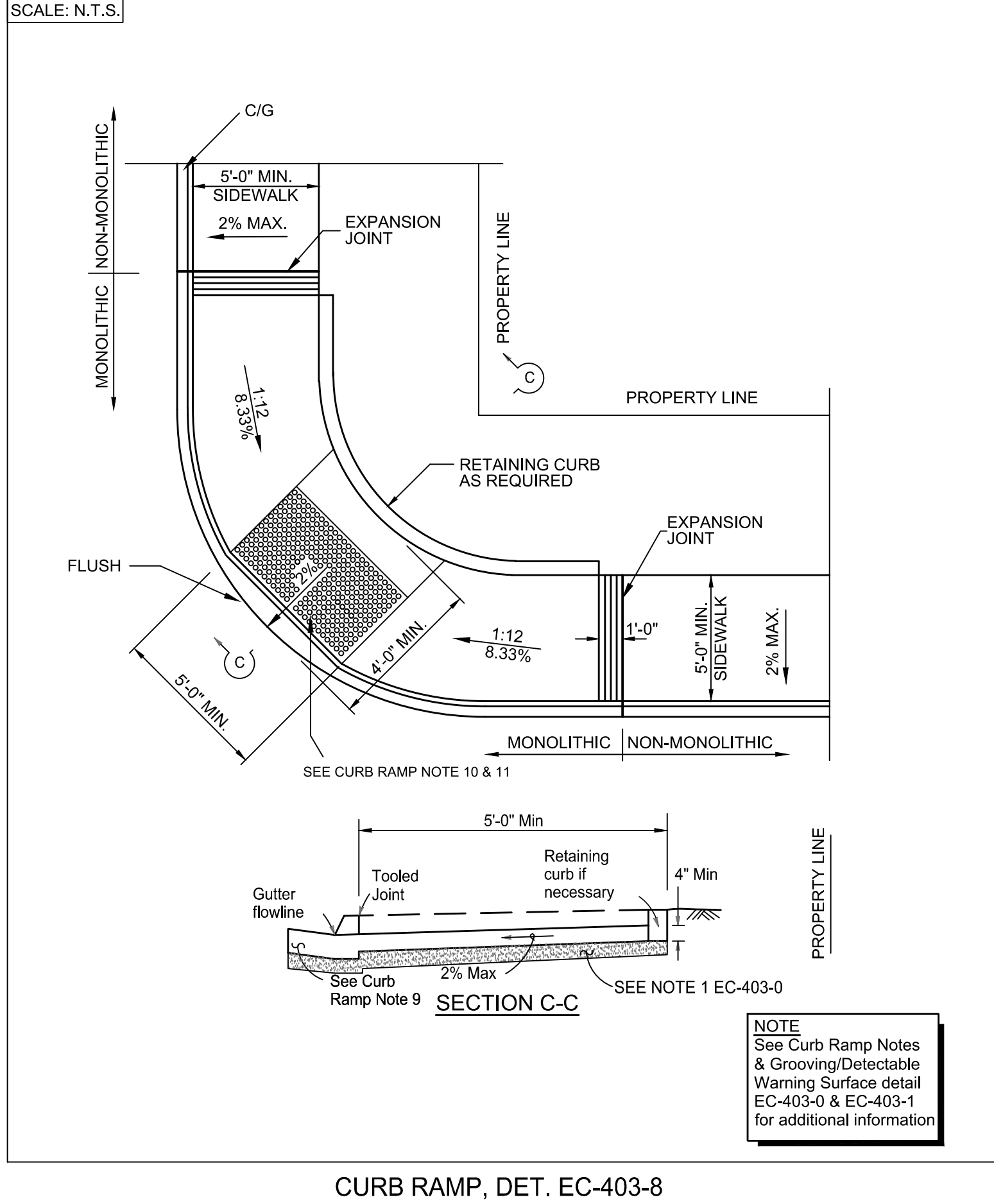
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CURB RAMP, DET. EC-403-6

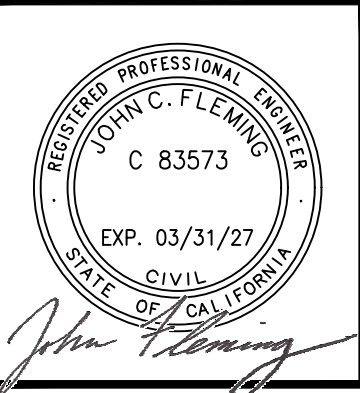


CURB RAMP, DET. EC-403-7



CURB RAMP, DET. EC-403-8

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	7	47	



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CITY OF EL CENTRO DETAILS

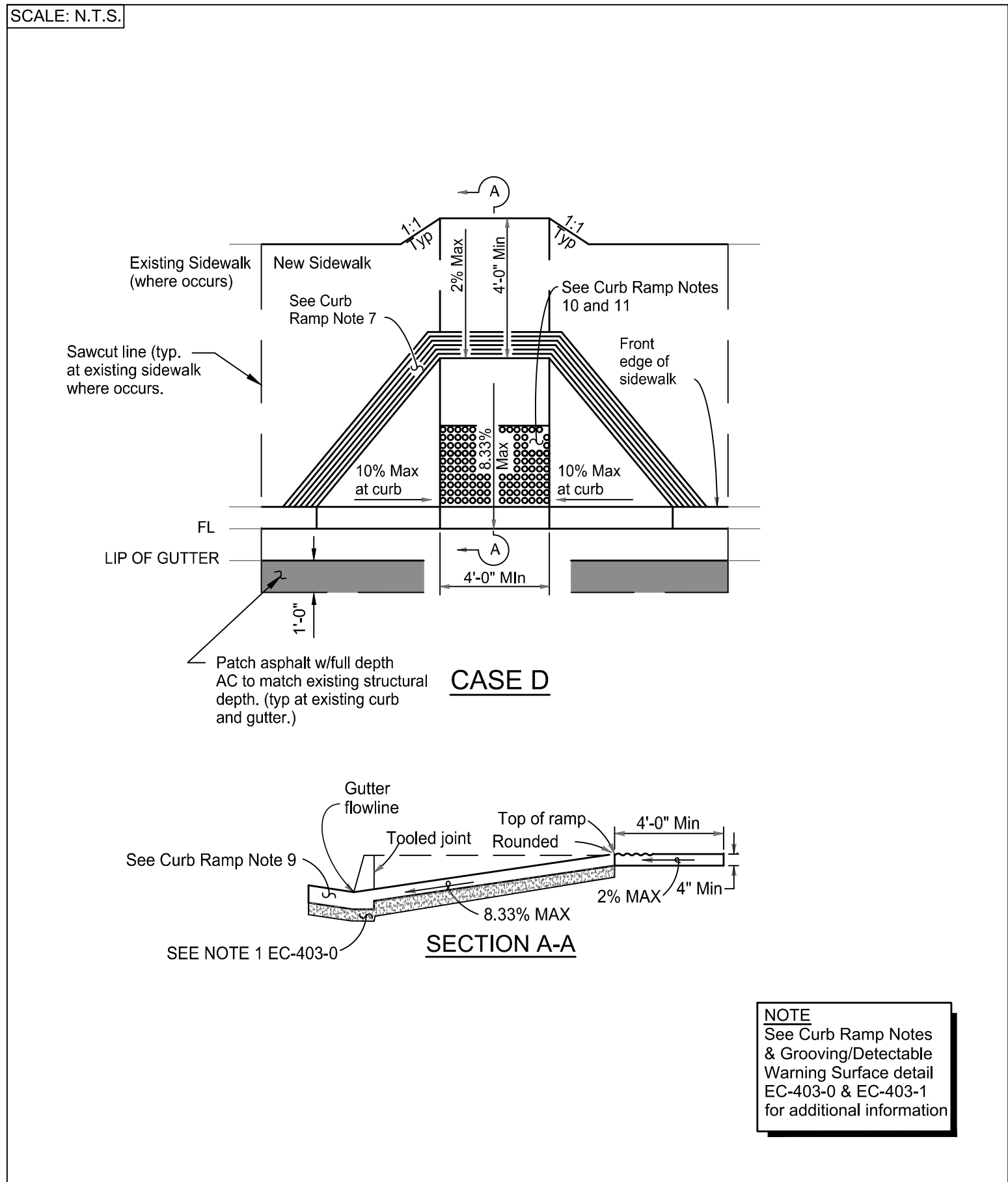
CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

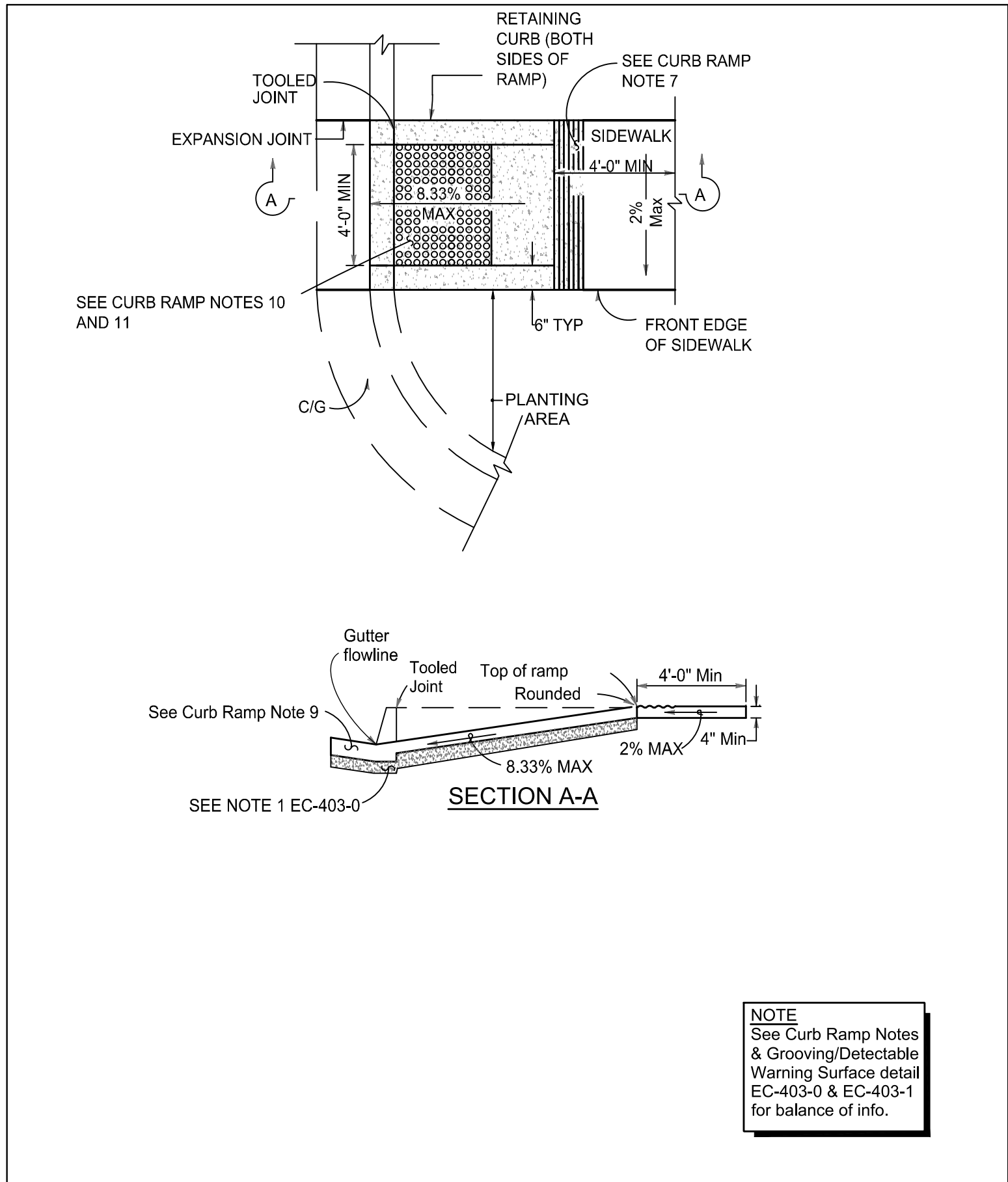
DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	
SCALE: NONE			G-02.03

REVISION BY CITY OF EL CENTRO

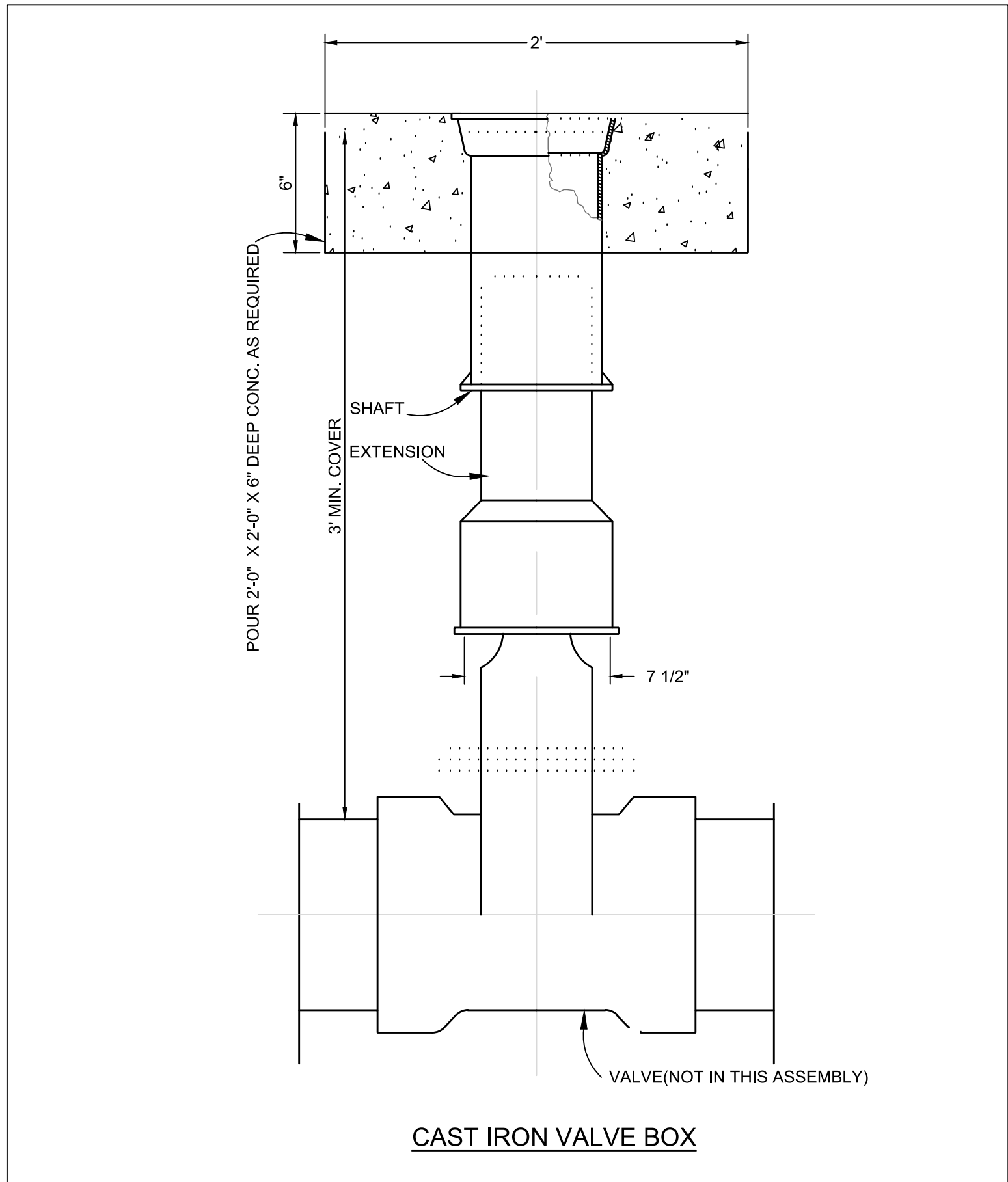
NO.	DESCRIPTION	REV BY	CHK BY	DATE



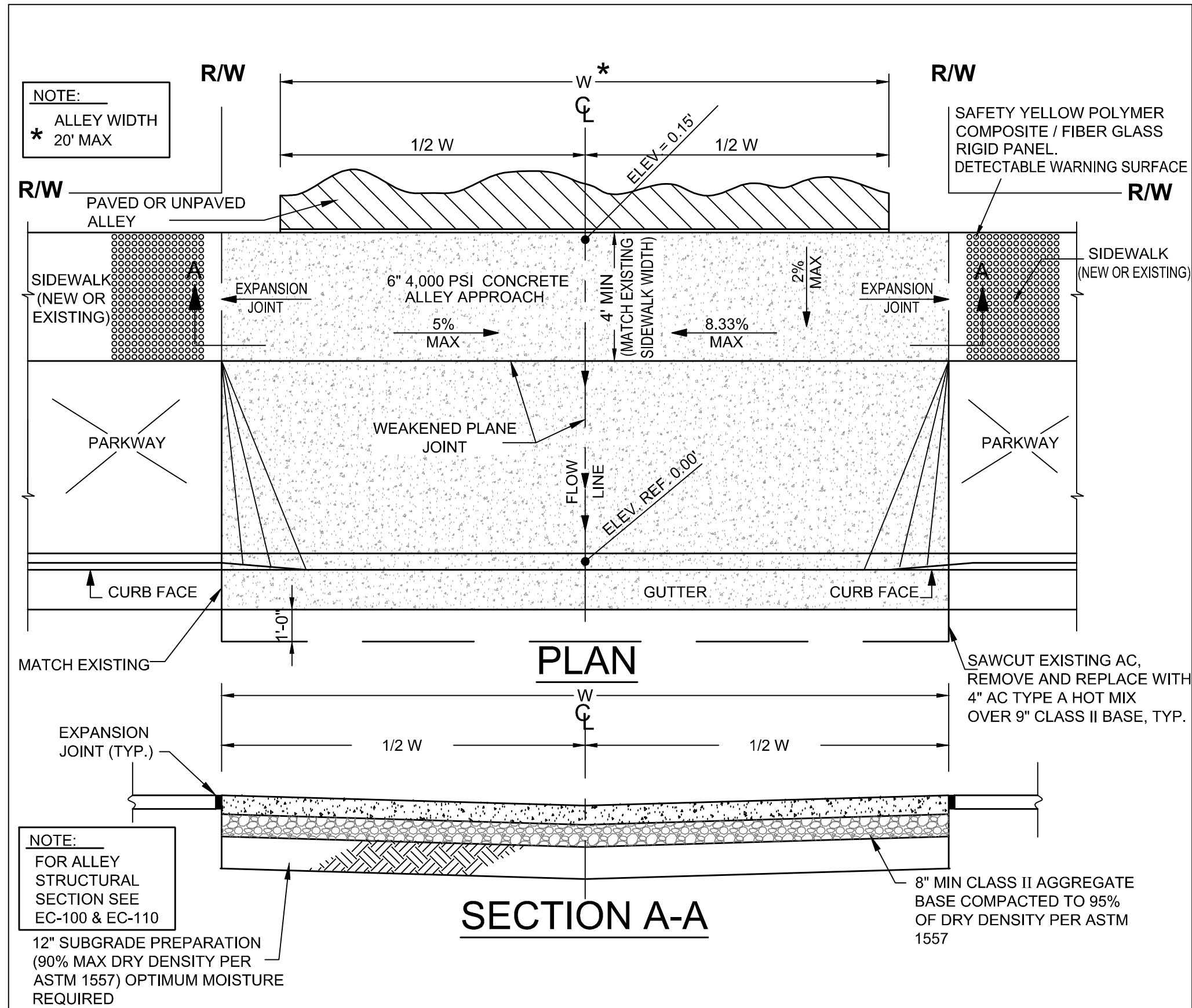
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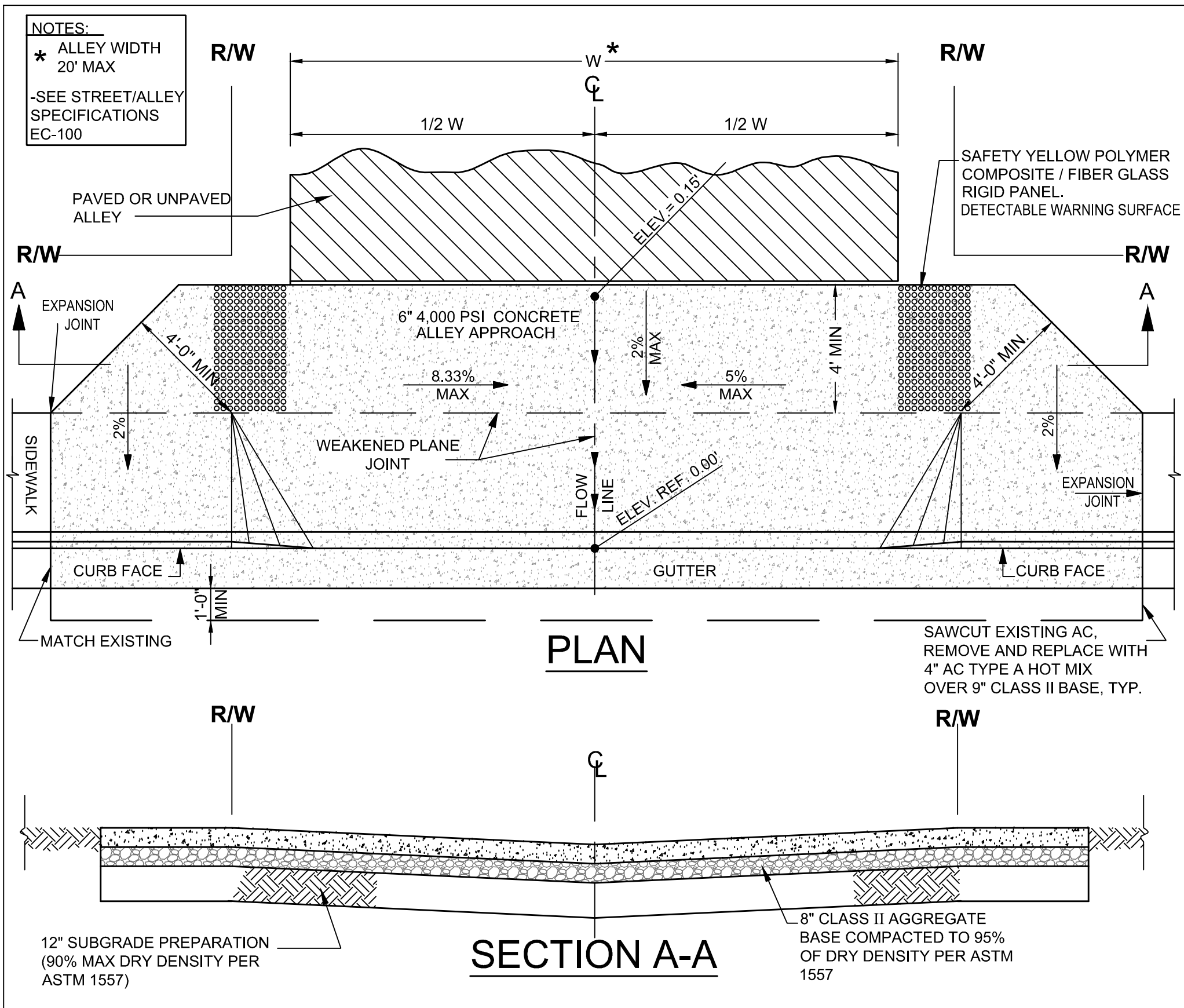
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VALVE BOX & COVER ASSEMBLY TYPICAL (ADJUST TO GRADE), DET. EC-701

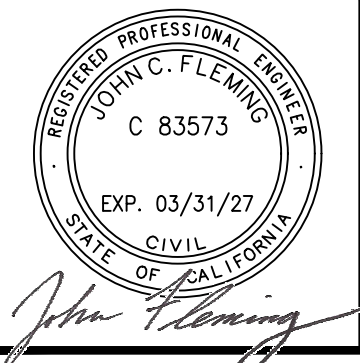


ALLEY APPROACH, DET. EC-501-1



ALLEY APPROACH, DET. EC-501-2

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	8	47	



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CITY OF EL CENTRO DETAILS

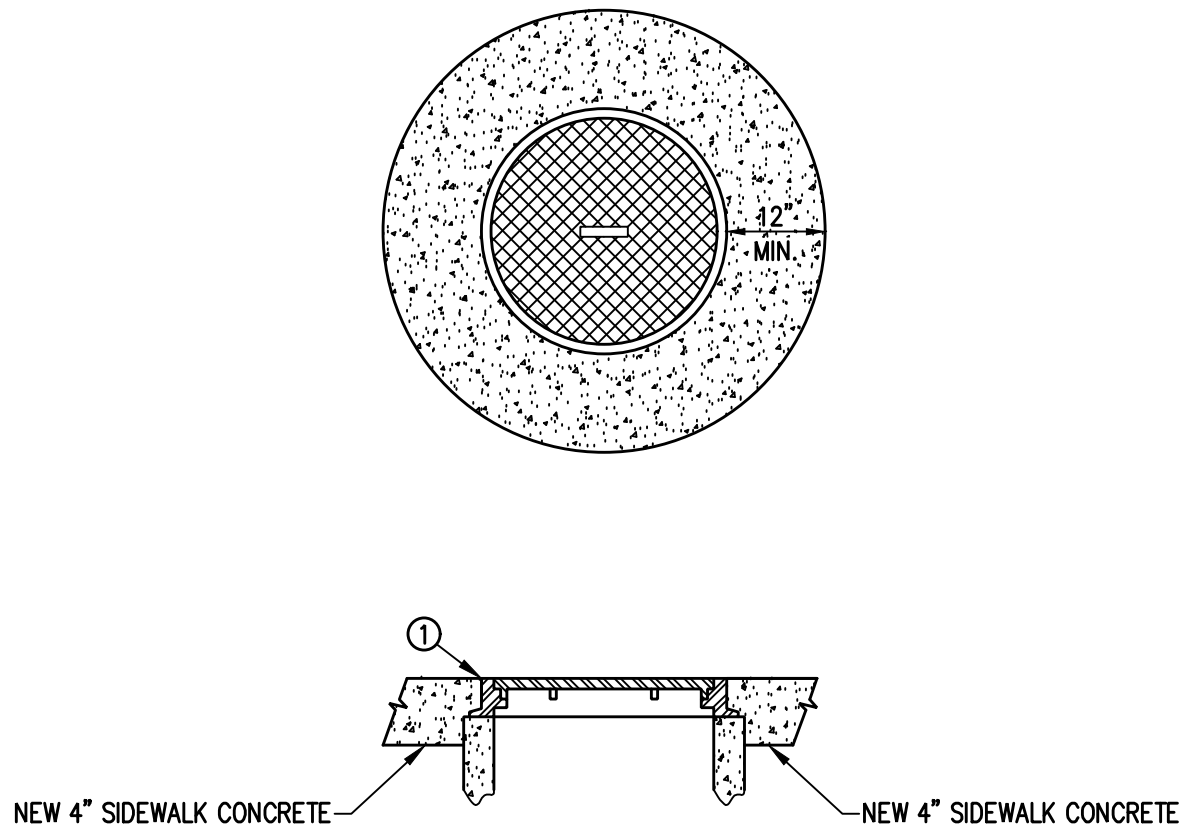
CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	
SCALE: NONE			G-02.04

REVISION BY CITY OF EL CENTRO

NO.	DESCRIPTION	REV BY	CHK BY	DATE



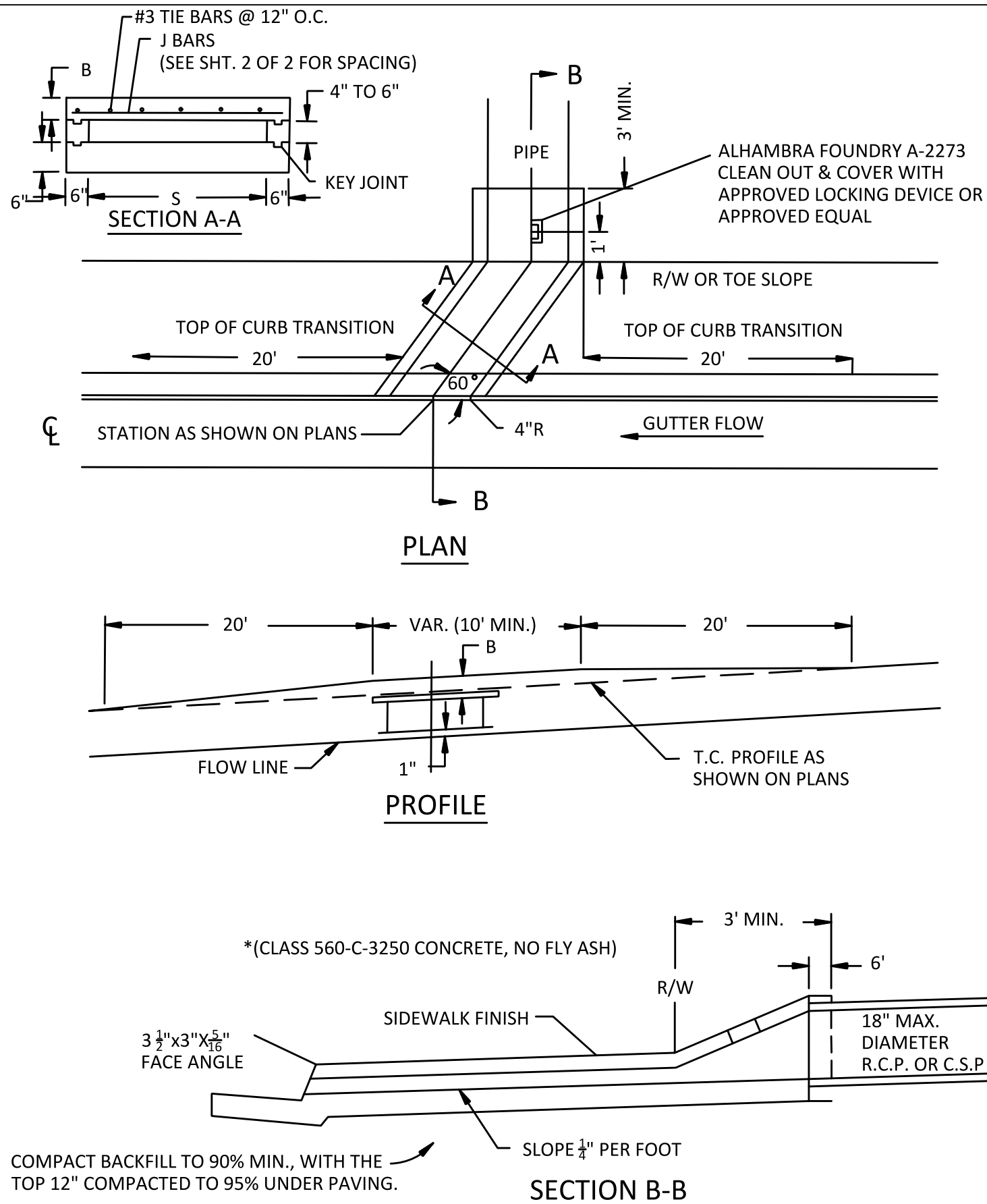
GENERAL NOTES

1. ALL ADJUSTMENT WORK OF THE FRAME AND COVER SHALL BE DONE WITHIN THE SAME WORKING DAY. DURING THE TIME THE ADJUSTMENT WORK IS BEING DONE, THE WORK SHALL BE PROTECTED IN ACCORDANCE WITH THE MUTCD.
2. THE CONTRACTOR SHALL NOT LEAVE THE SLOT AROUND THE MANHOLE UNPROTECTED.

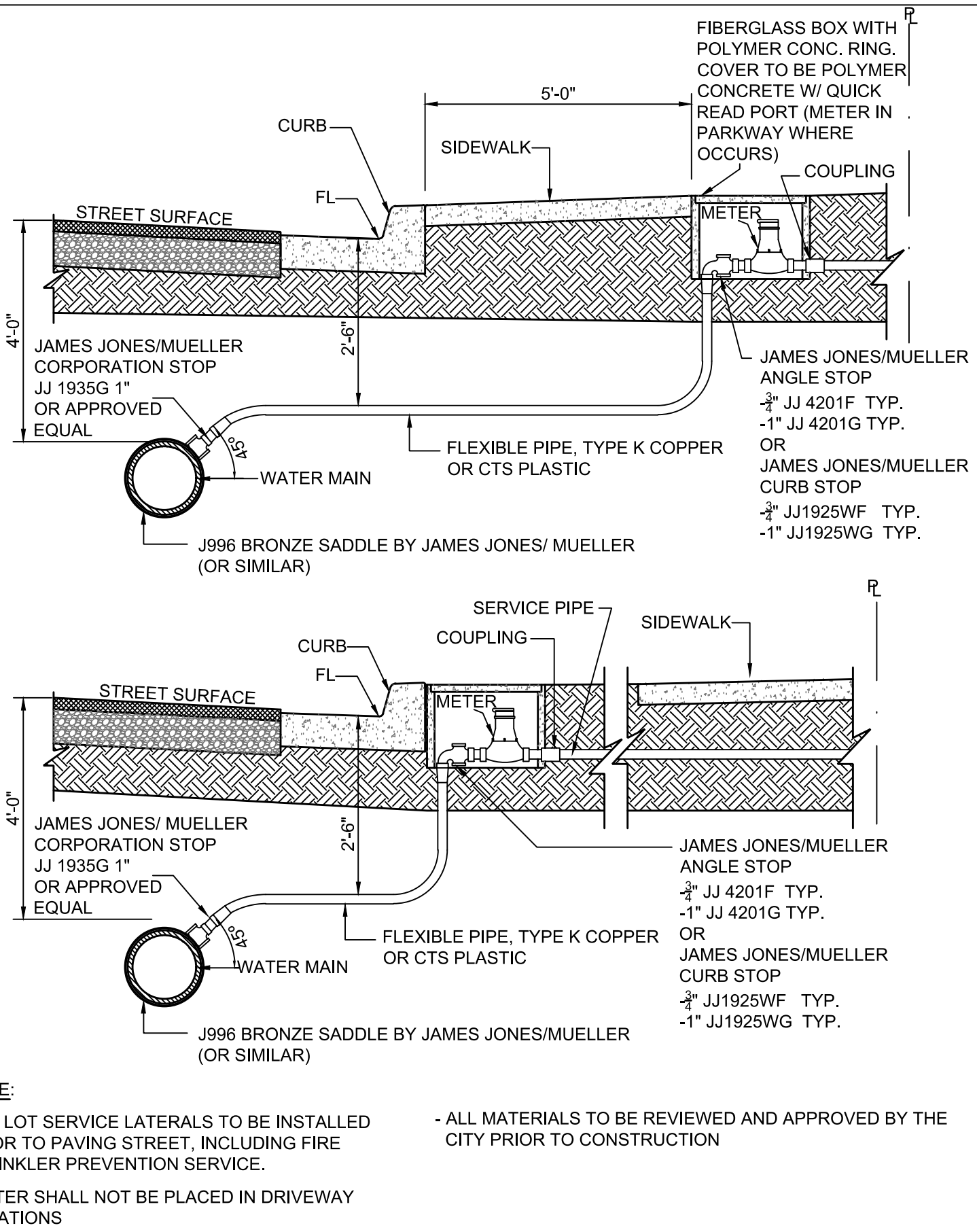
CONSTRUCTION NOTES

- ① PROVIDE GRADE RINGS AS NEEDED TO SET FRAME AND COVER TO GRADE (11" MAX).

ADJUST MANHOLE TO GRADE, DET. EC-812



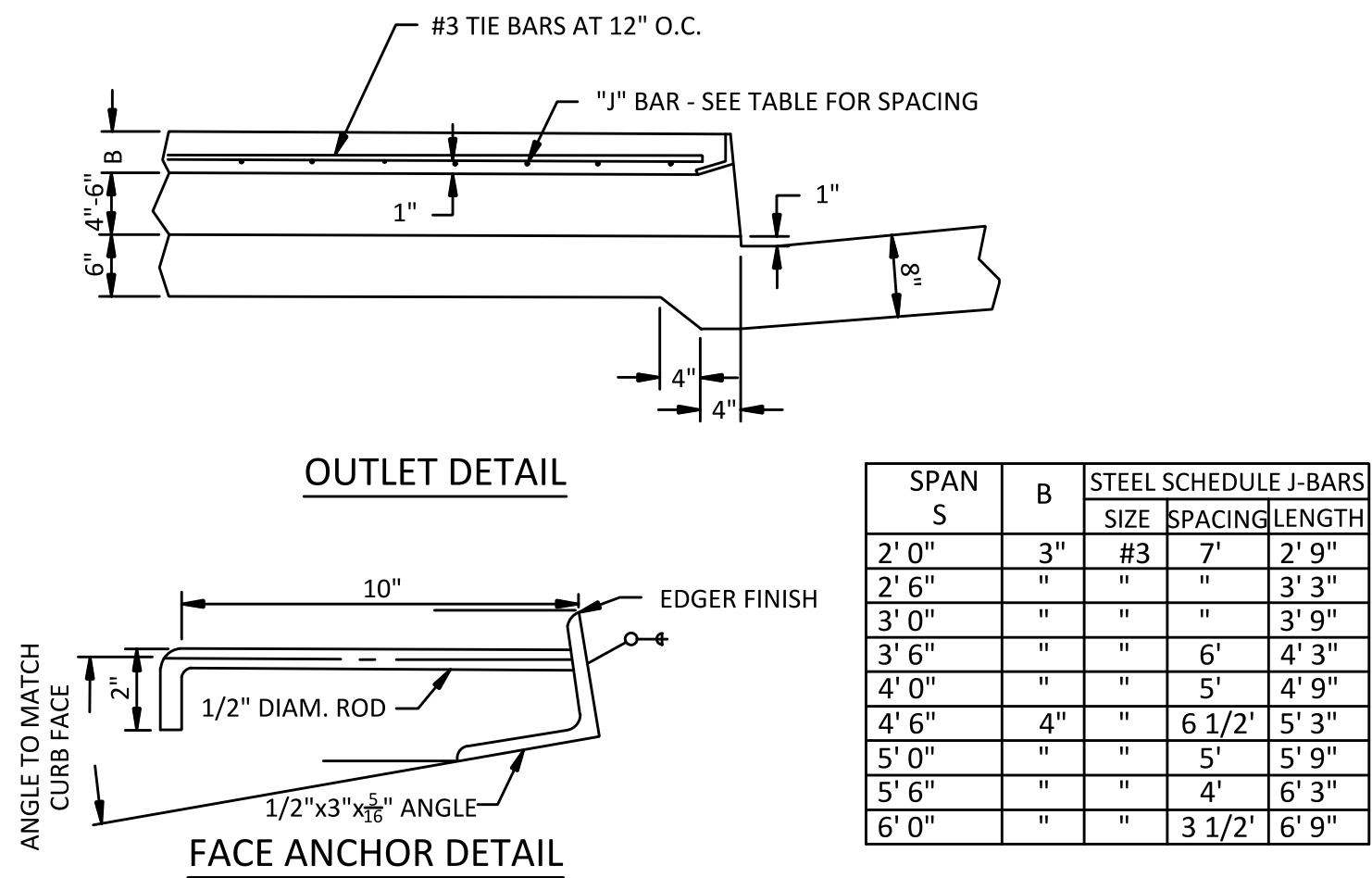
UNDER SIDEWALK DRAIN DETAIL



NOTE:

- ALL LOT SERVICE LATERALS TO BE INSTALLED PRIOR TO PAVING STREET, INCLUDING FIRE SPRINKLER PREVENTION SERVICE.
- METER SHALL NOT BE PLACED IN DRIVEWAY LOCATIONS
- ALL MATERIALS TO BE REVIEWED AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION

TYPICAL WATER METER INSTALLATION, DET. EC-703

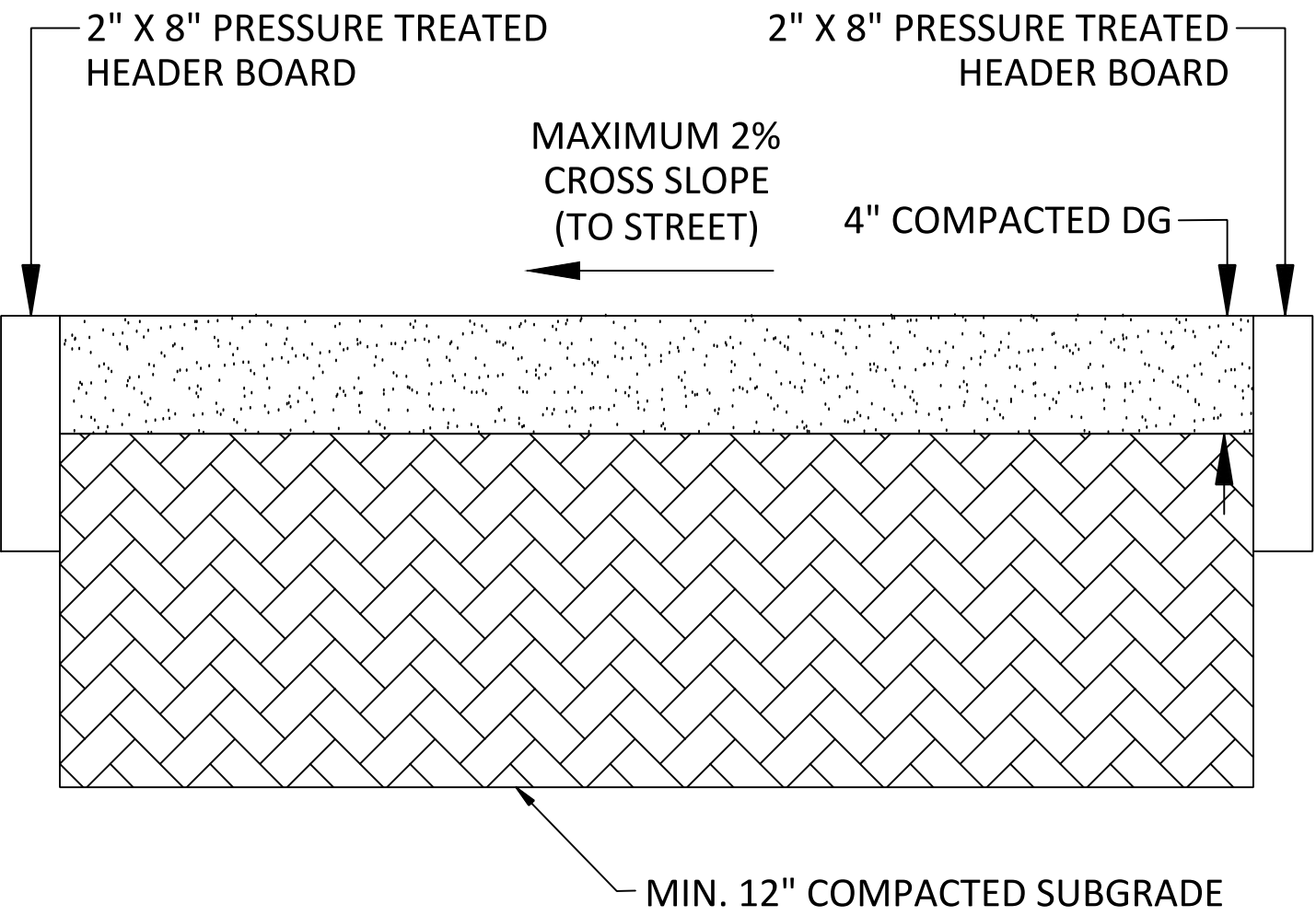


LENGTH OF CURB OPENING	NO. OF ANCHORS
3' OR LESS	2
3' 6" TO 6'	3

NOTES

1. FLOOR OF UNDERWALK DRAIN SHALL HAVE A STEEL TROWEL FINISH.
2. ALL EXPOSED METAL SHALL BE GALVANIZED AFTER FABRICATION.
3. HEIGHT OF CURB OPENING WILL VARY WITH TYPE OF CURB.
4. SPAN "S" AND HEIGHT OF CURB OPENING WILL BE DETERMINED FROM THE REQUIRED HYDRAULIC CAPACITY AND LIMITED TO THE DIMENSION IN THE ABOVE TABLE.
5. REINFORCING STEEL SHALL BE 1" CLEAR TO INSIDE OF CULVERT UNLESS OTHERWISE SHOWN.
6. SPAN "S" AND HEIGHT OF OPENING AND CURB FACE SHALL BE NOTED ON THE PLANS.

SPAN S	B	STEEL SCHEDULE J-BARS SIZE	SPACING	LENGTH
2' 0"	3"	#3	7'	2' 9"
2' 6"	"	"	"	3' 3"
3' 0"	"	"	"	3' 9"
3' 6"	"	"	6'	4' 3"
4' 0"	"	"	5'	4' 9"
4' 6"	4"	"	6 1/2'	5' 3"
5' 0"	"	"	5'	5' 9"
5' 6"	"	"	4'	6' 3"
6' 0"	"	"	3 1/2'	6' 9"



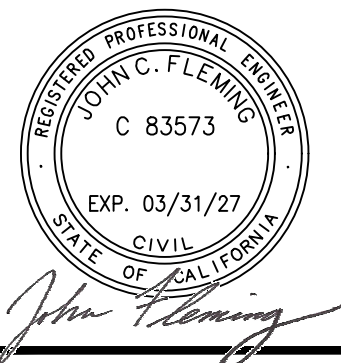
4" THICK DECOMPOSED GRANITE (DG) PATHWAY DETAIL

NOTES

- GRADES:
1. DG PATHWAY GRADIENT SHALL COMPLY WITH ADA STANDARDS WHERE FEASIBLE.
 2. DG PATHWAY SUBGRADE TO BE COMPACTED TO 90% RELATIVE COMPACTION FOR MINIMUM OF 12" BELOW DG SUBGRADE.
 3. GRADE AREA ON EITHER SIDE OF DG PATHWAY TO BE FLUSH WITH PATHWAY EDGES/HEADER BOARD.
 4. DG TO BE MIXED WITH SOIL STABILIZER AS SPECIFIED PRIOR TO PLACEMENT. APPLICATION RATE TO BE FOR "HIGH TRAFFIC".

4" THICK DECOMPOSED GRANITE (DG) PATHWAY DETAIL

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	9	47	



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CITY OF EL CENTRO DETAILS /
MISCELLANEOUS DETAILS

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

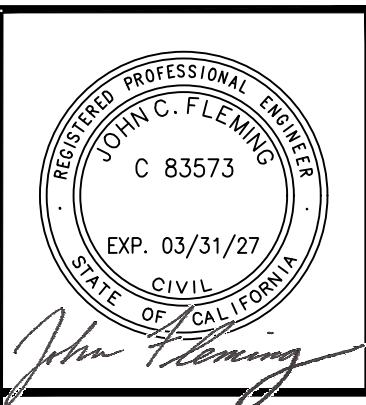
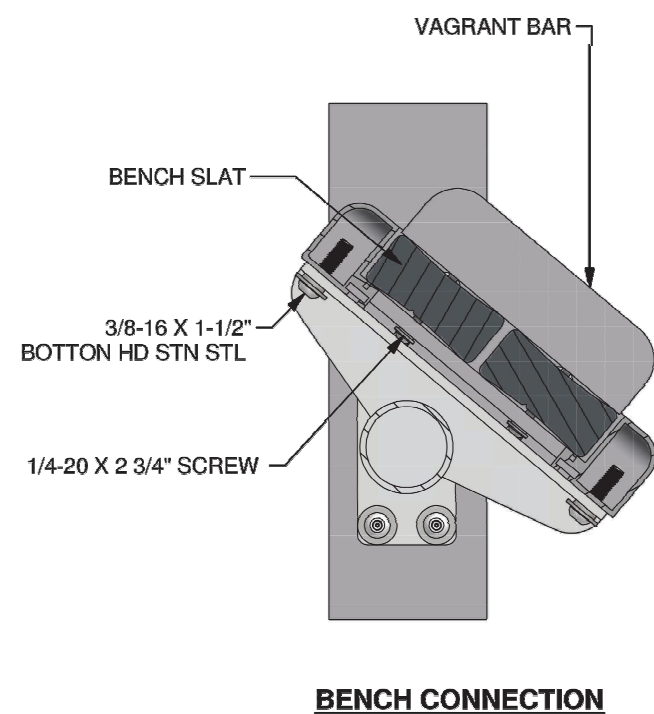
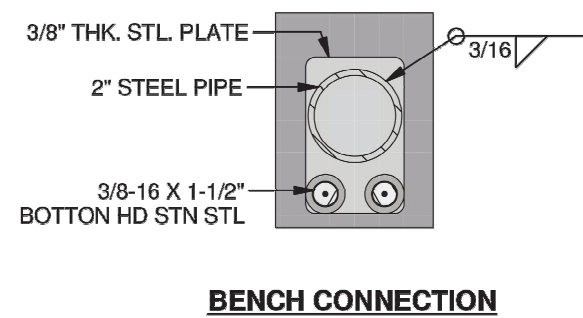
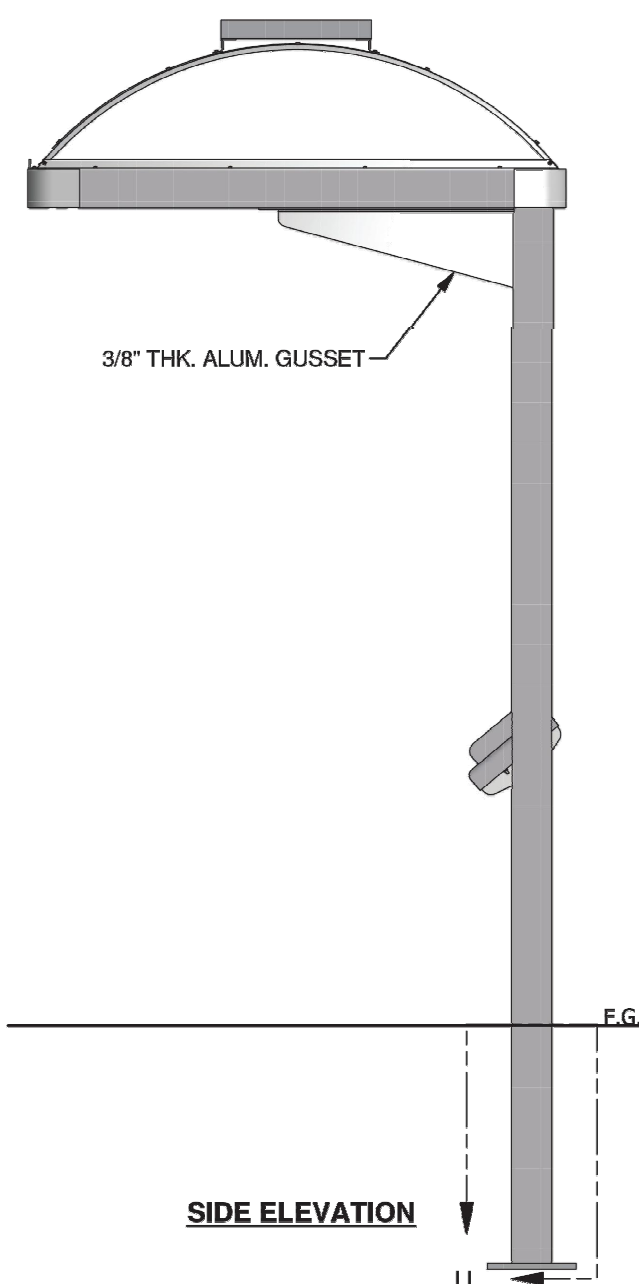
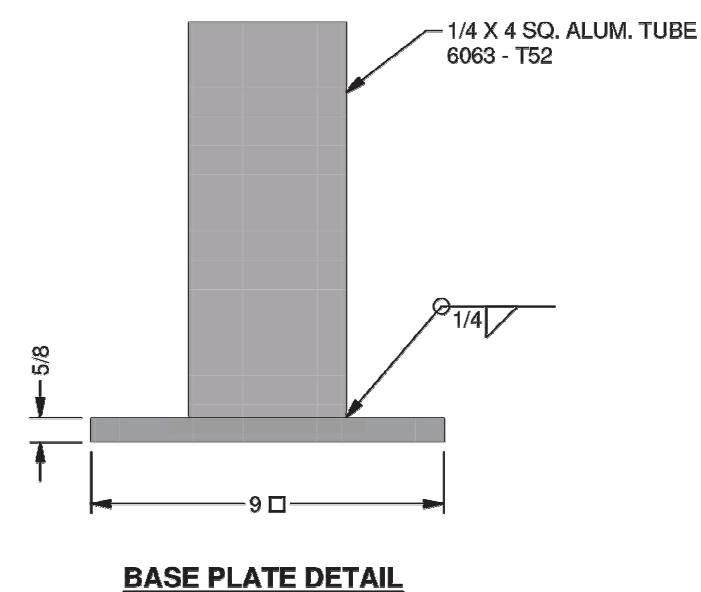
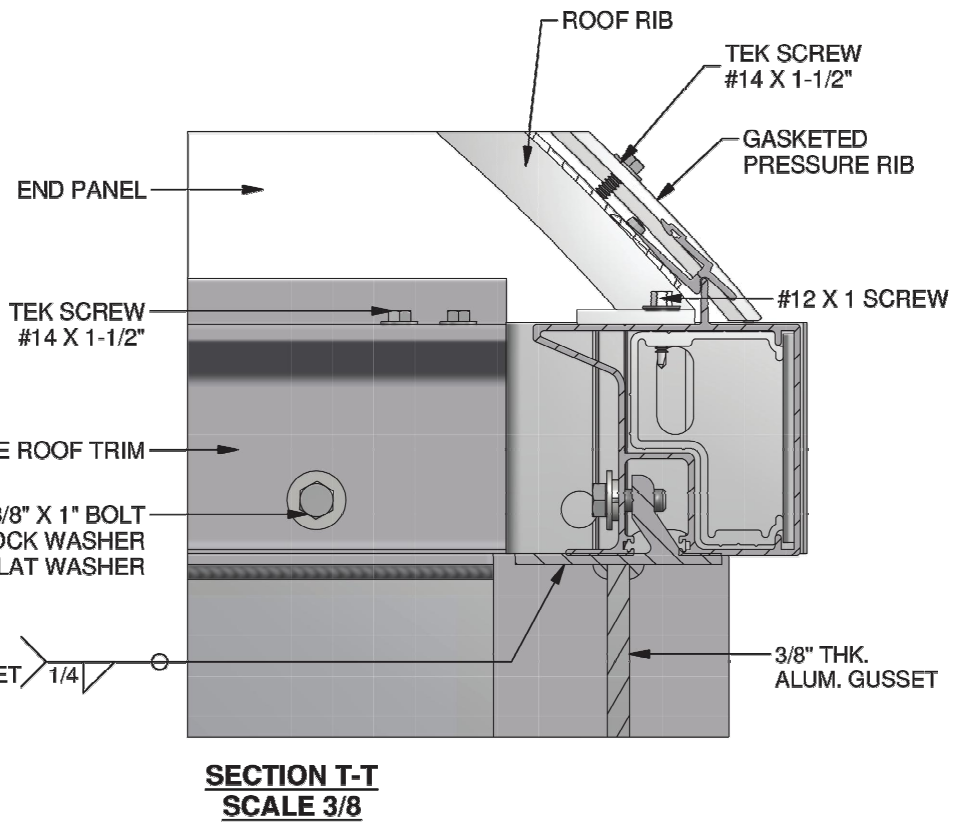
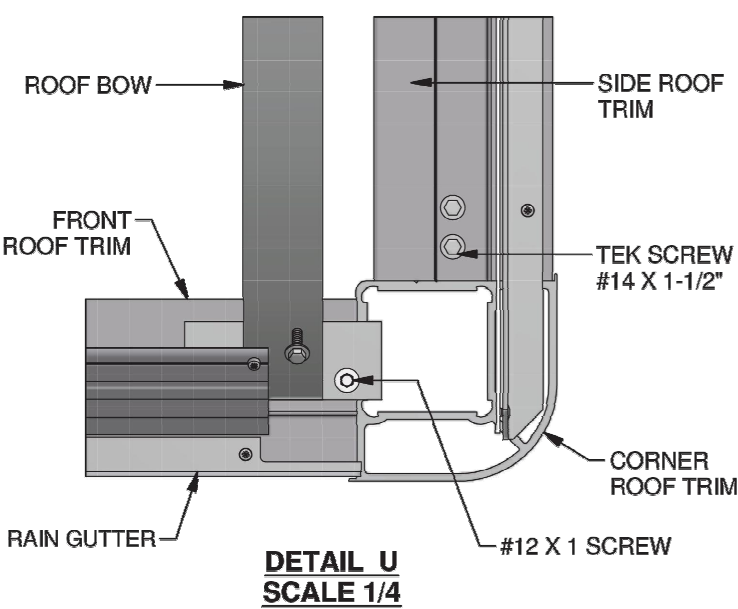
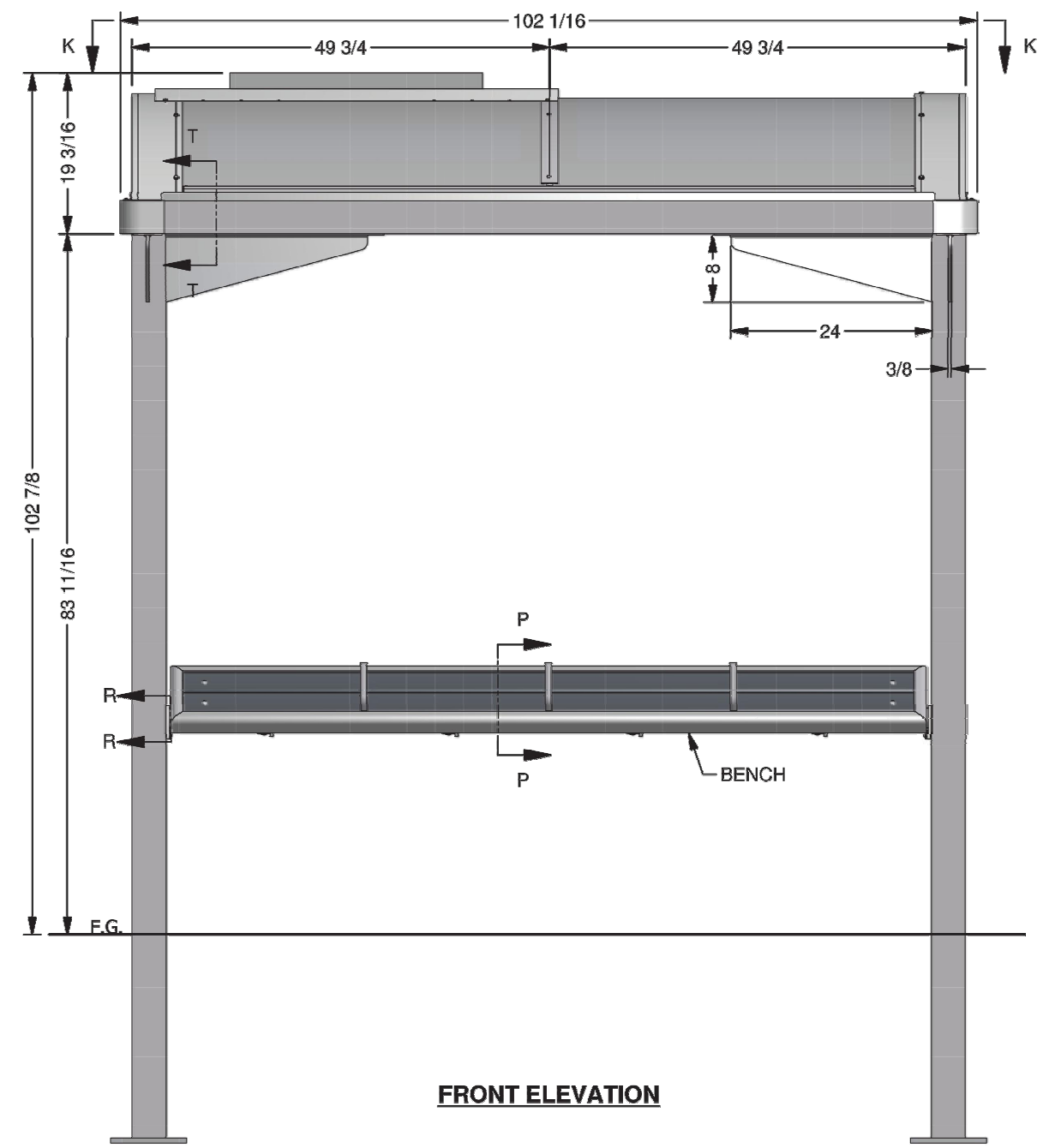
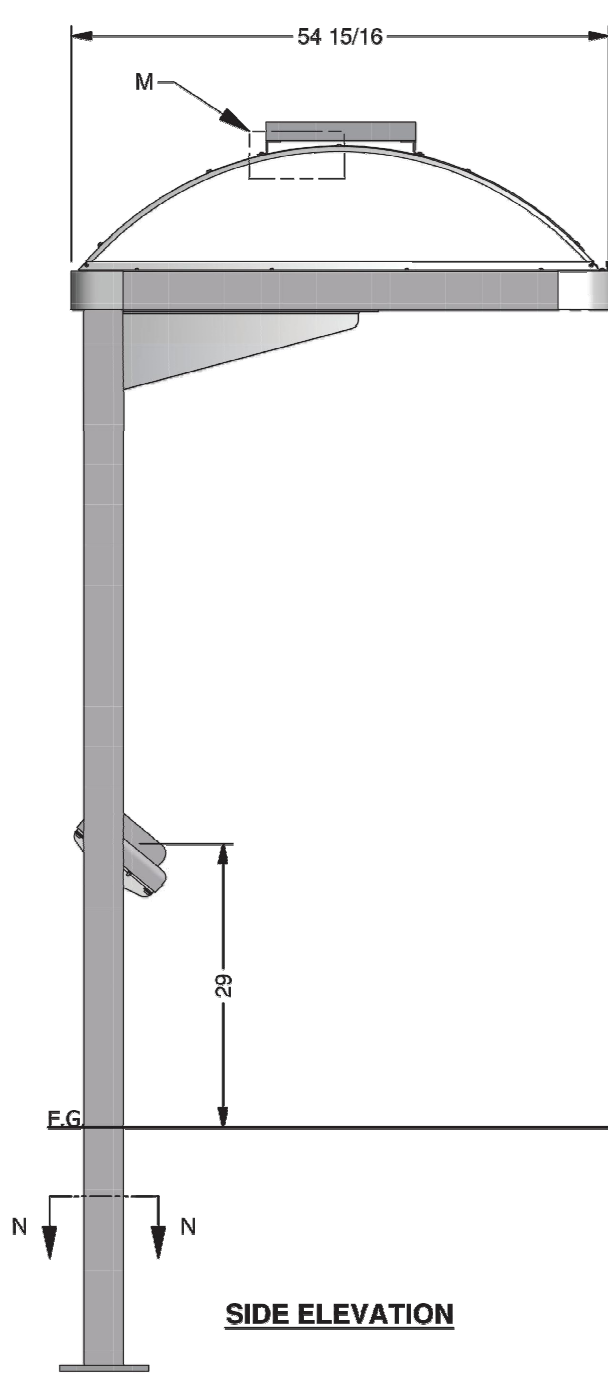
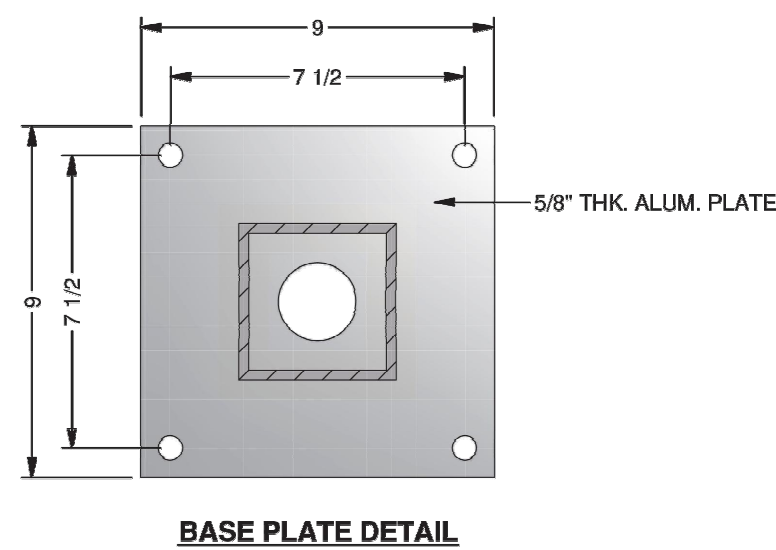
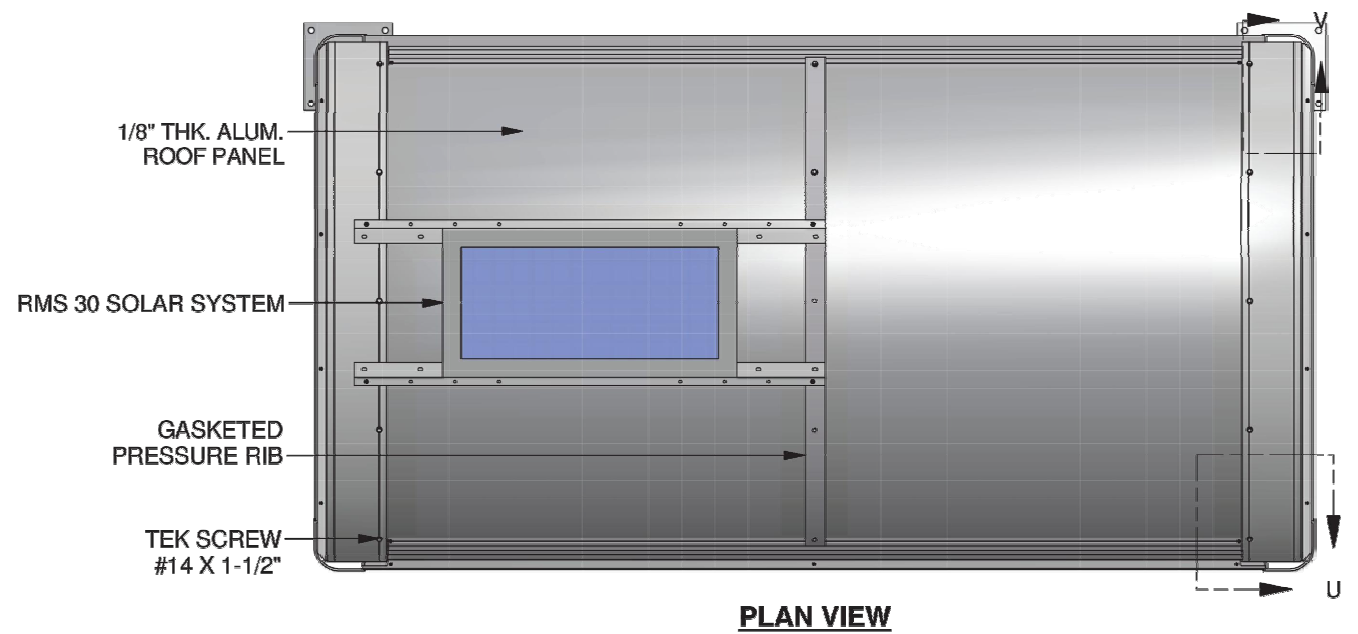
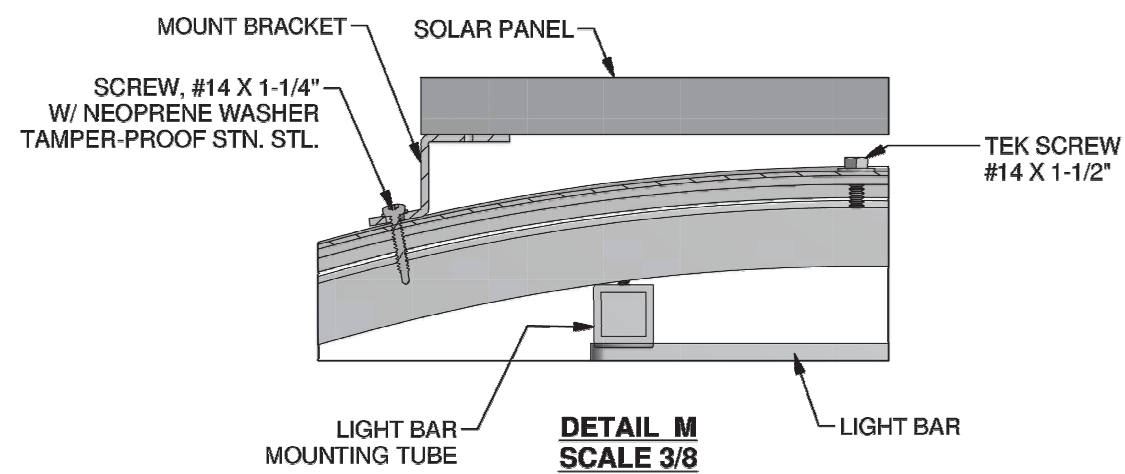
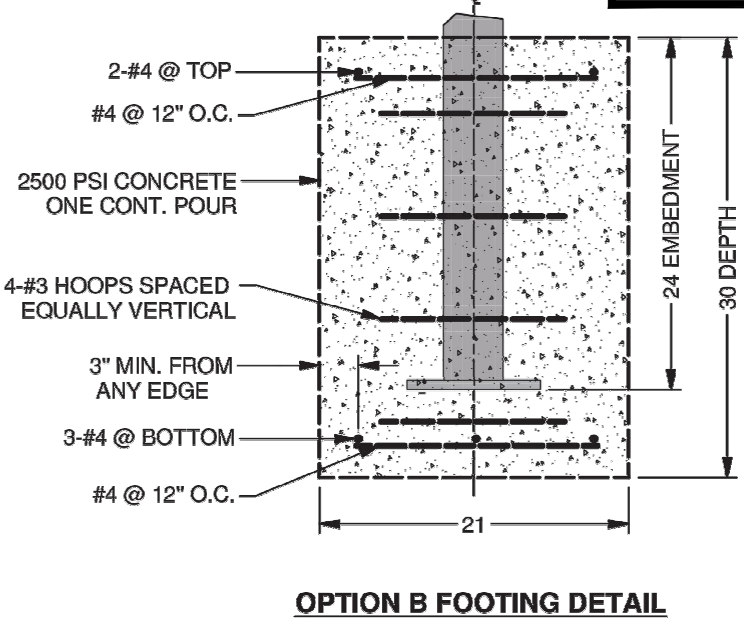
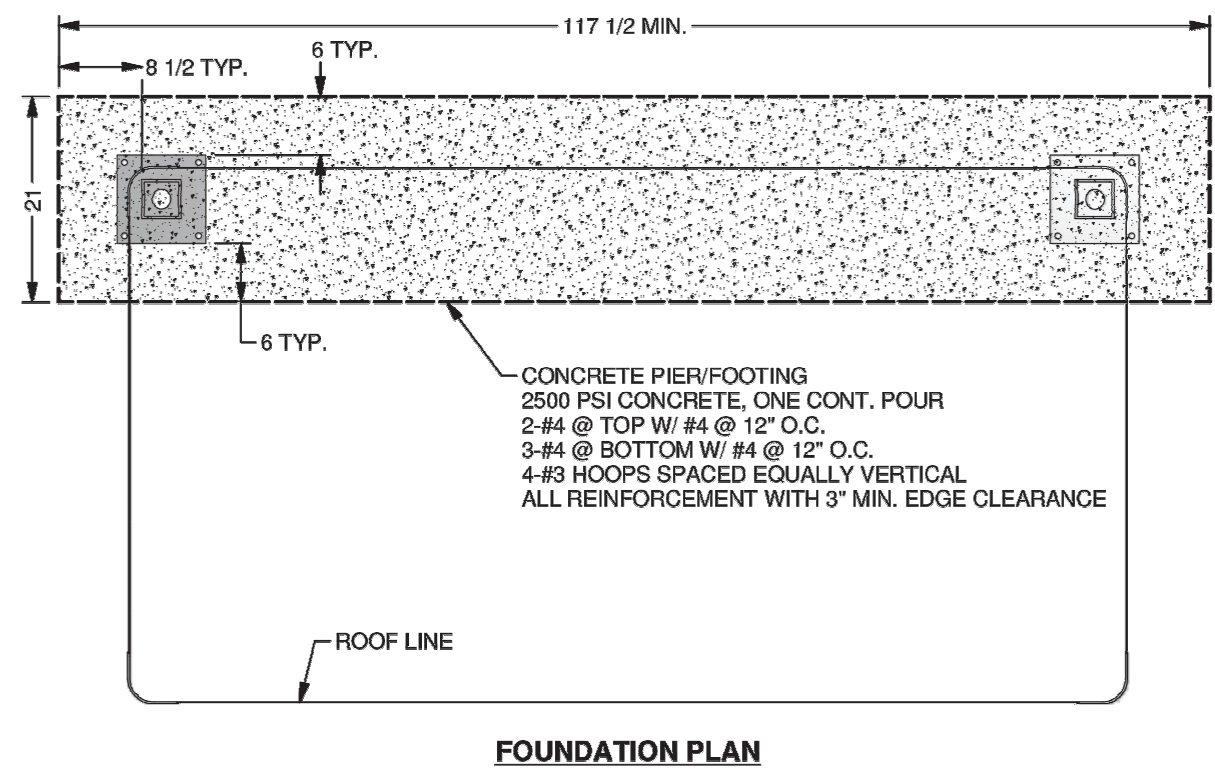
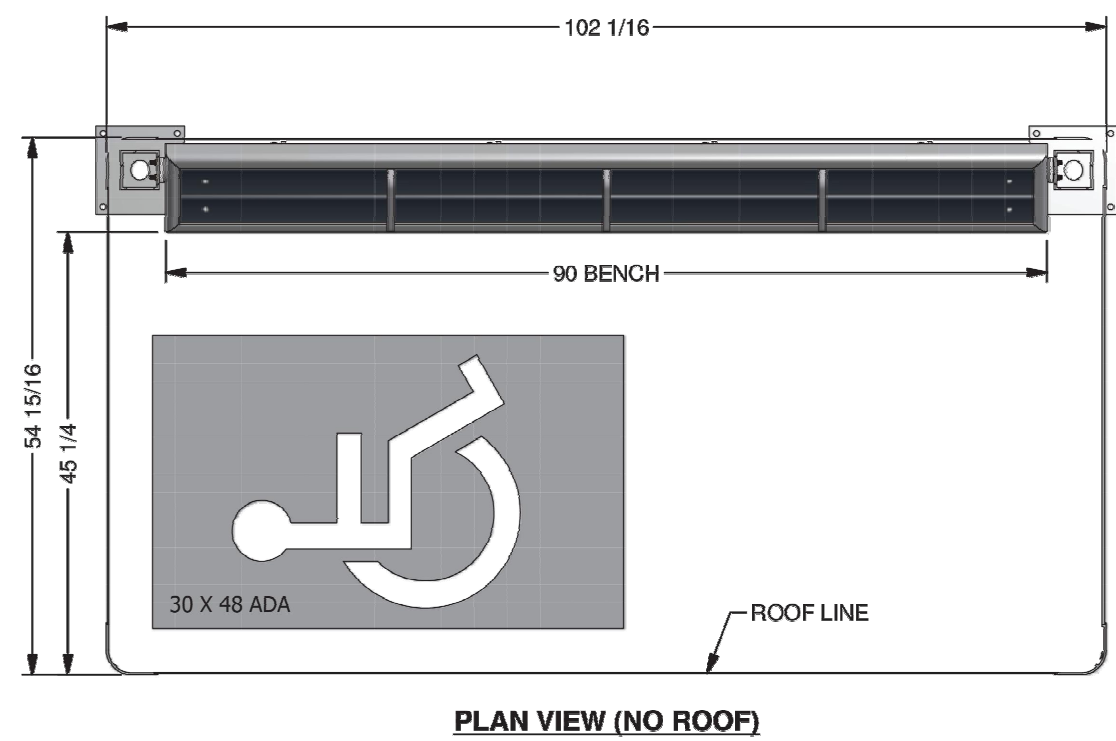
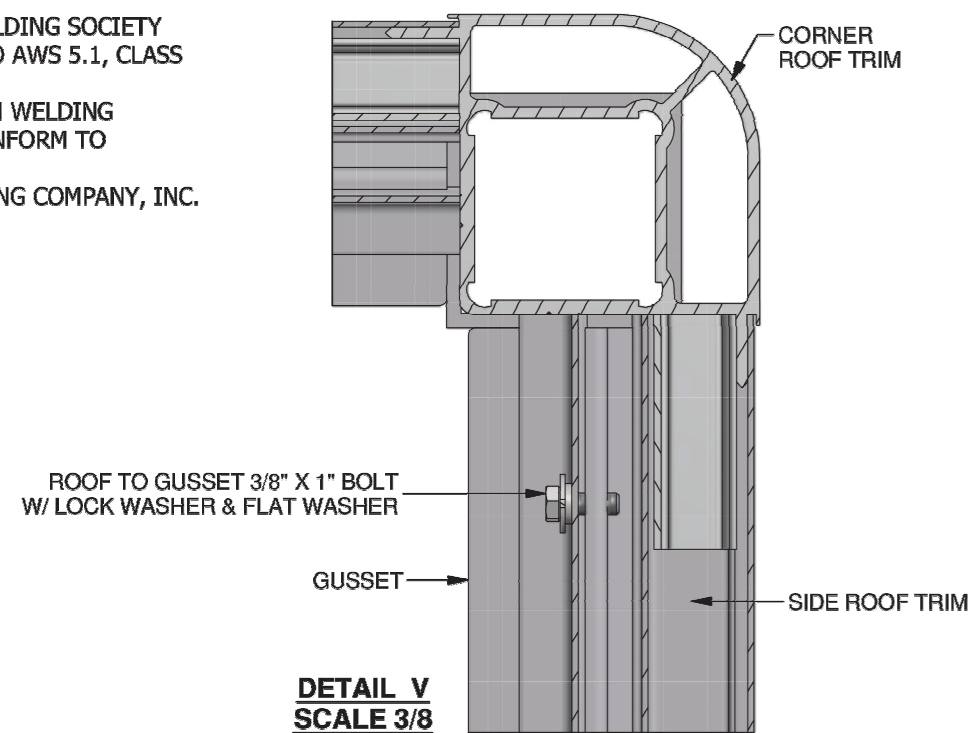
DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	SCALE: NONE

G-02.05

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	10	47	

GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-08. ELECTRODES SHALL CONFORM TO AWS/SAF 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. CONCRETE SHALL BE 2500 PSI @ 28 DAYS.



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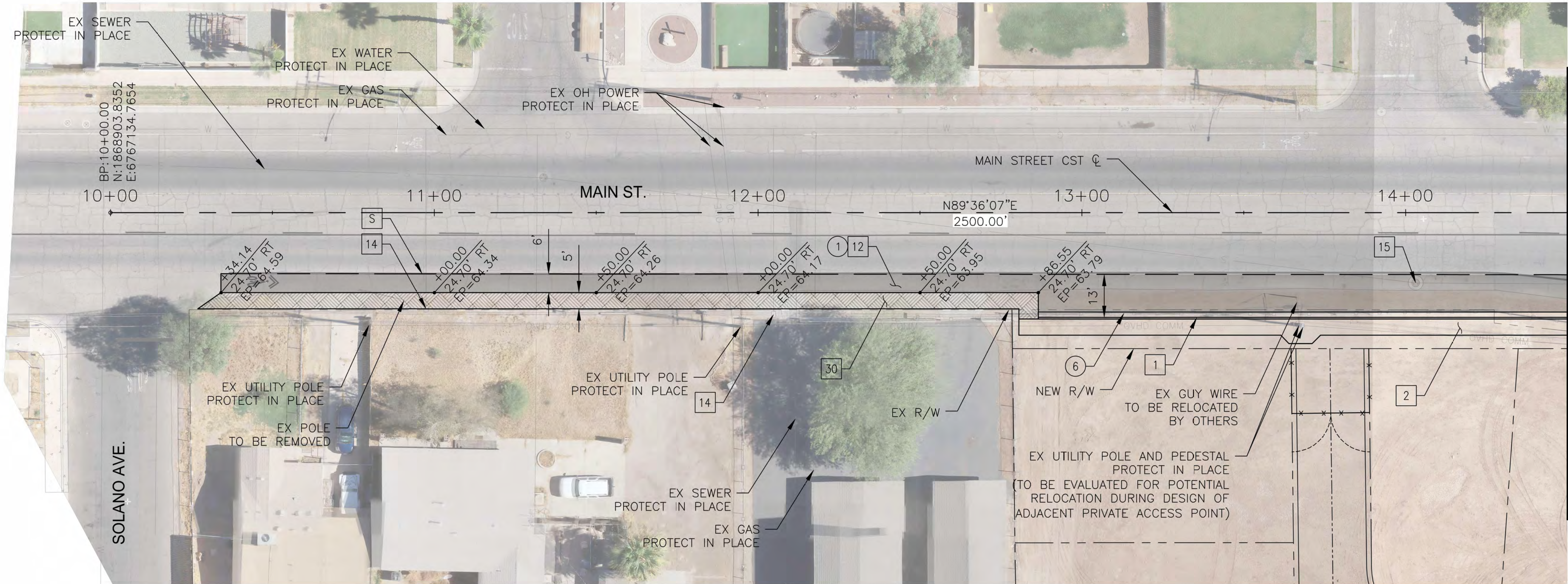
BUS SHELTER DETAILS

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

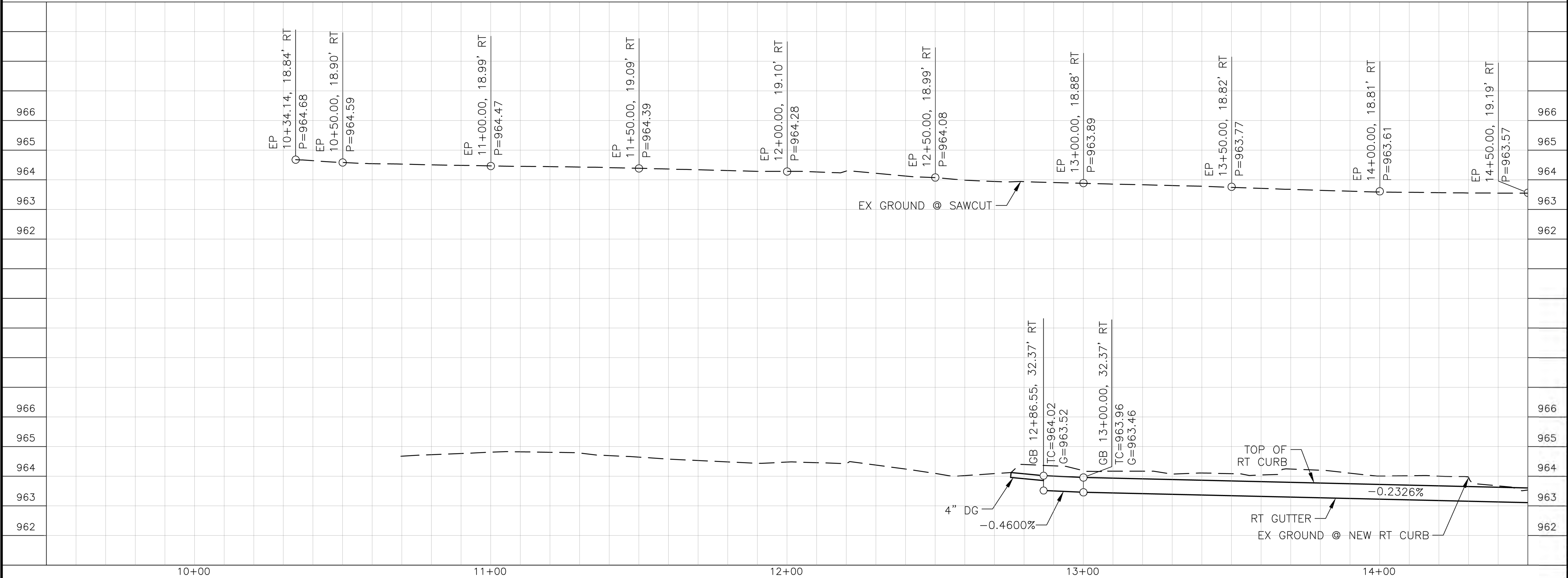
CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CK: JCF	DRAWING SERIES NO.
DATE: 01/26	DATE: 01/26	DATE: 01/26	
SCALE: NONE			C-0206

REVISION BY CITY OF EL CENTRO		REV BY (X)D BY DATE	
NO.	DESCRIPTION		



MAIN ST AND SOLANO AVE



F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	11	47	

CONSTRUCTION NOTES			
NO	DESCRIPTION	UNIT	QTY
1	CURB & GUTTER, TYPE A-6 CITY OF EL CENTRO DET. EC-200	LF	163
2	CONCRETE SIDEWALK CITY OF EL CENTRO DET. EC-400	SF	872

PAVEMENT STRUCTURAL SECTION NO. 1

12	SUBGRADE PREPARATION	SY	372
	6" ASPHALT CONCRETE PAVEMENT (3/4" MIX)	TON	123
	AGGREGATE BASE COURSE CLASS II, 12" THICK	TON	248
	EMULSIFIED ASPHALT FOR TACK COAT, SS-1H	TON	0.09
14	ADJUST WATER METER BOX TO FINISHED GRADE	EA	2
15	ADJUST MANHOLE FRAME & COVER CITY OF EL CENTRO DT. EC-812	EA	1
30	4" THICK DECOMPOSED GRANITE SEE DWG NO. G-02.05	CY	17

REMOVAL & RELOCATION NOTES			
NO	DESCRIPTION	UNIT	QTY
1	REMOVE AC PAVEMENT	NPI	2282
6	REMOVE FENCE	LF	172

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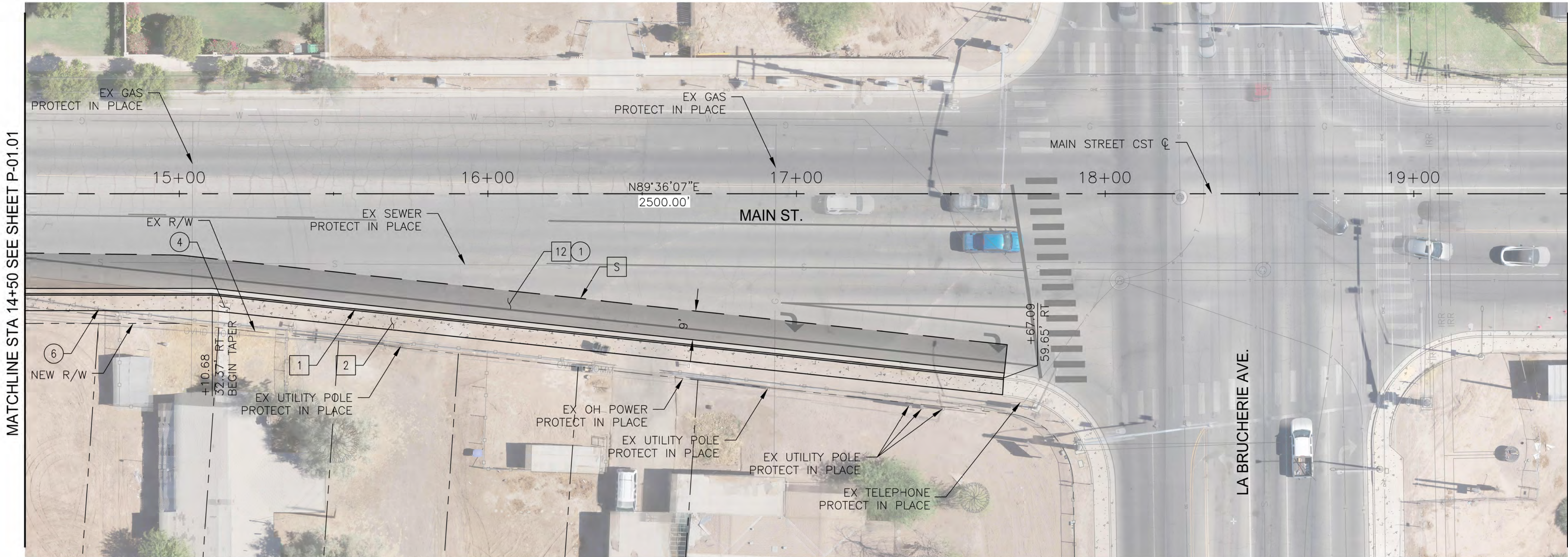
MAIN STREET PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

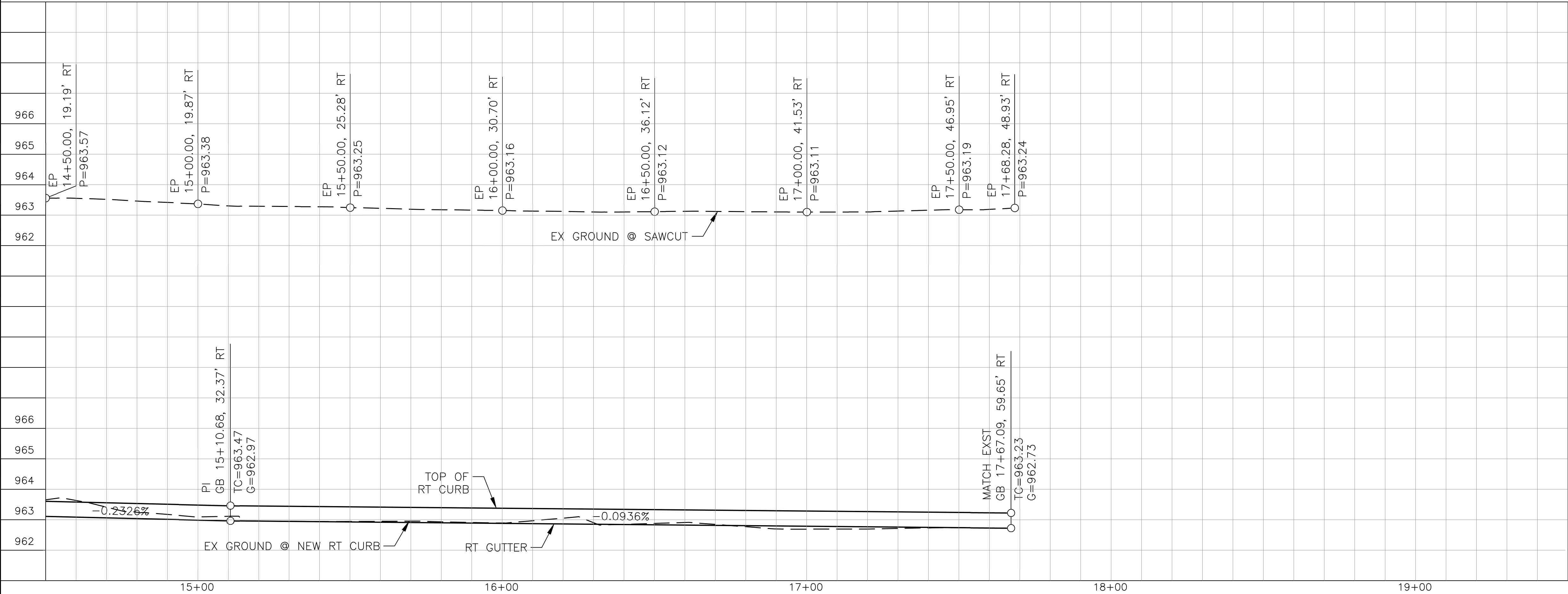
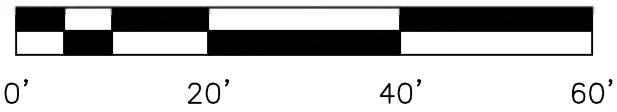
CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR | DES: RJR | CK: JCF | DRAWING SERIES NO. P-01.01
DATE: 01/26/26 | DATE: 01/26/26 | DATE: 01/26/26
SCALE: 1"=20' HORIZ
1"=2' VERT

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NO.	DESCRIPTION		



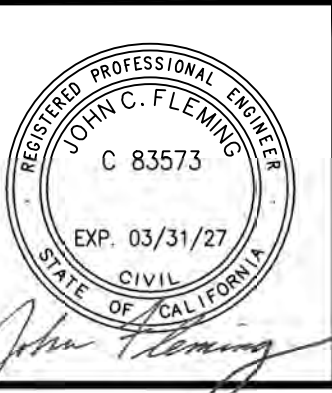
MAIN ST AND LA BRUCHERIE AVE



F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT	
9	CALIF.	RES. NO. 20-68	12	47		
CONSTRUCTION NOTES						
NO	DESCRIPTION				UNIT	QTY
1	CURB & GUTTER, TYPE A-6 CITY OF EL CENTRO DET. EC-200				LF	318
2	CONCRETE SIDEWALK CITY OF EL CENTRO DET. EC-400				SF	1589
PAVEMENT STRUCTURAL SECTION NO. 1						
12	SUBGRADE PREPARATION				SY	344
	6" ASPHALT CONCRETE PAVEMENT (3/4" MIX)				TON	114
	AGGREGATE BASE COURSE CLASS II, 12" THICK				TON	229
	EMULSIFIED ASPHALT FOR TACK COAT, SS-1H				TON	0.09

REMOVAL & RELOCATION NOTES			
NO	DESCRIPTION	UNIT	QTY
1	REMOVE AC PAVEMENT	NPI	3507
4	REMOVE SIDEWALK	SF	11
6	REMOVE FENCE	LF	31

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MAIN STREET PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	P-01.02
SCALE: 1"=20' HORZ 1"=2' VERT			

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RRappleyea Jan 28, 2026 - 4:31pm

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RRappleyea Jan 28, 2026 - 4:33pm

CONSTRUCTION NOTES			
NO	DESCRIPTION	UNIT	QTY
1	CURB & GUTTER, TYPE A-6 CITY OF EL CENTRO DET. EC-200	LF	439
2	CONCRETE SIDEWALK CITY OF EL CENTRO DET. EC-400	SF	3059
3	DETECTABLE WARNING SURFACE CITY OF EL CENTRO DET. EC-403-1	SF	24

REMOVAL & RELOCATION NOTES			
NO	DESCRIPTION	UNIT	QTY
①	REMOVE AC PAVEMENT	NPI	1064
④	REMOVE SIDEWALK	SF	1
⑪	REMOVE WOODEN SIGN POSTS	EA	5

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REGISTERED PROFESSIONAL ENGINEER
JOHN C. FLEMING
C 83573
EXP. 03/31/27
CIVIL
STATE OF CALIFORNIA

John C. Fleming

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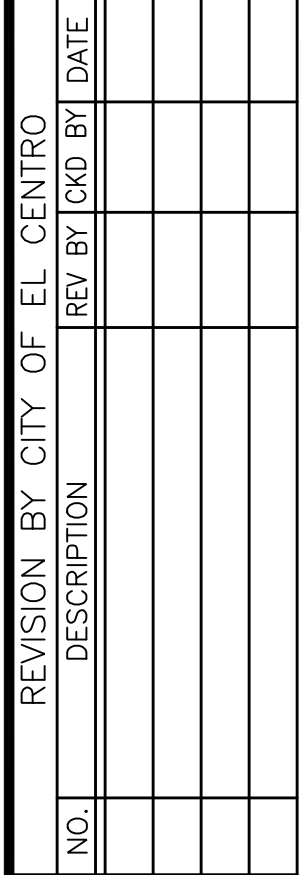
MAIN STREET PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO

ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CK: JCF	DRAWING SERIES NO. P-01.05
DATE: 01/26	DATE: 01/26	DATE: 01/26	
SCALE: 1"=20' HORZ 1"=2' VERT			



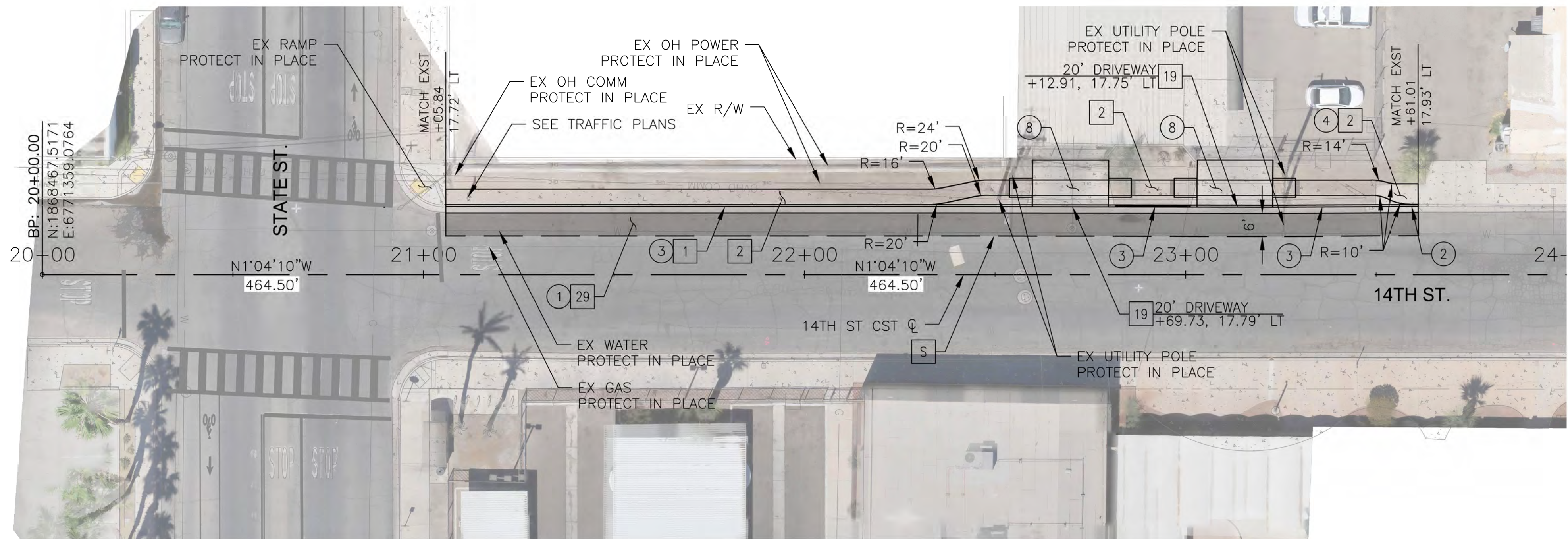
CONSTRUCTION NOTES			
NO	DESCRIPTION	UNIT	QTY
1	CURB & GUTTER, TYPE A-6 CITY OF EL CENTRO DET. EC-200	LF	255
2	CONCRETE SIDEWALK CITY OF EL CENTRO DET. EC-400	SF	775
19	CONCRETE DRIVEWAY, CITY OF EL CENTRO DET. EC-250	SF	589

PAVEMENT STRUCTURAL SECTION NO. 2			
29	SUBGRADE PREPARATION	SY	171
	4" ASPHALT CONCRETE PAVEMENT (3/4" MIX)	TON	38
	AGGREGATE BASE COURSE CLASS II, 9" THICK	TON	86
	EMULSIFIED ASPHALT FOR TACK COAT, SS-1H	TON	0.04

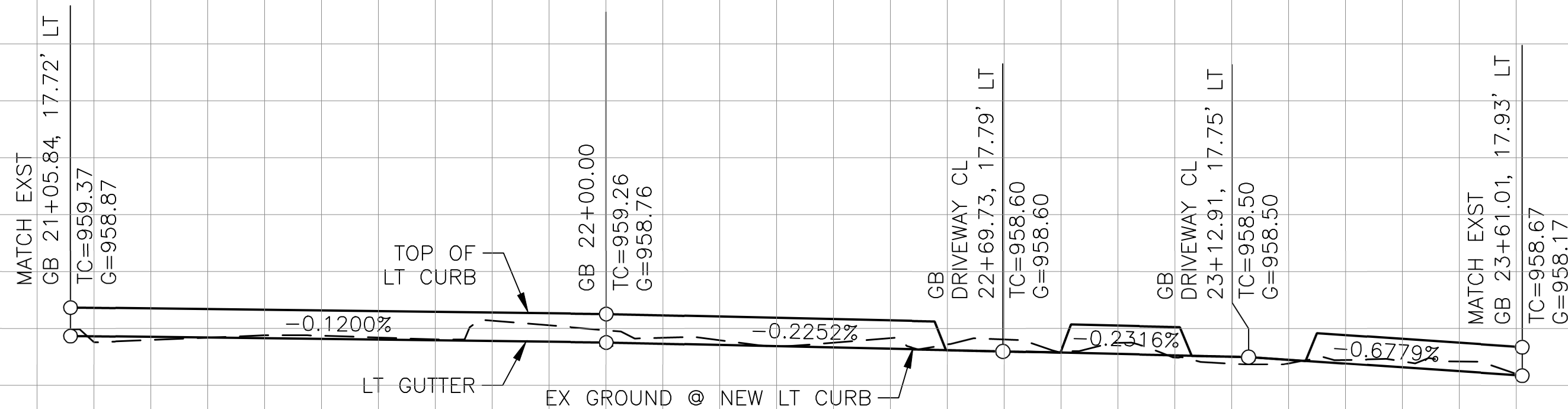
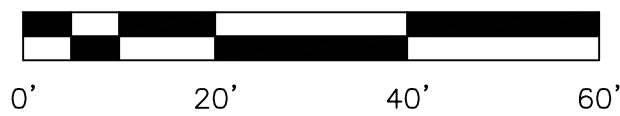
REMOVAL & RELOCATION NOTES			
NO	DESCRIPTION	UNIT	QTY
①	REMOVE AC PAVEMENT	NPI	1939
②	REMOVE CURB & GUTTER	LF	14
③	REMOVE SINGLE CURB	LF	195
④	REMOVE SIDEWALK	SF	60
⑧	REMOVE CONCRETE DRIVEWAY	SF	513

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NO.	DESCRIPTION	REV BY /CKD BY DATE



14TH ST AND STATE STREET



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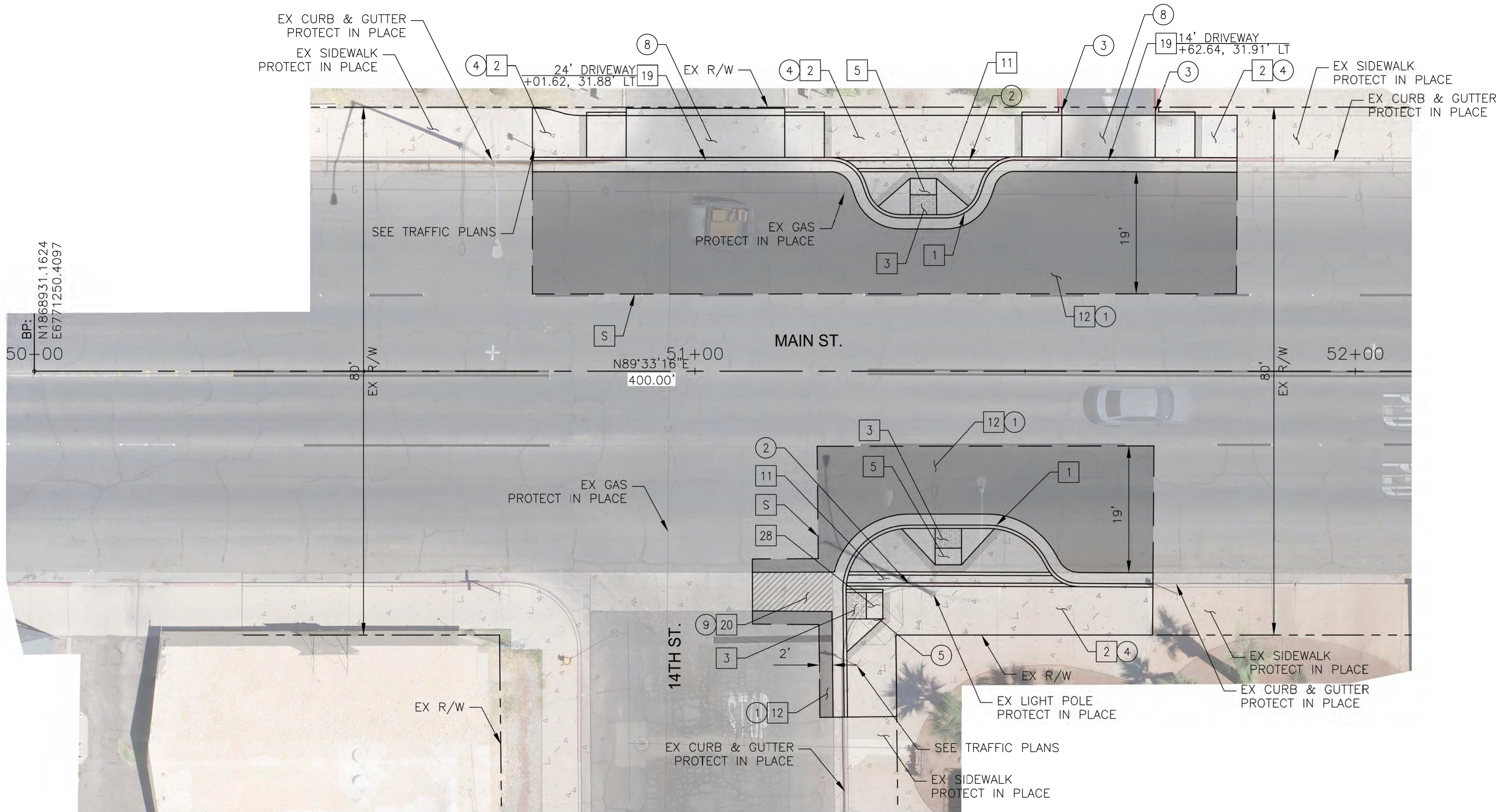
14TH STREET PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CK: JCF	DRAWING SERIES NO.
DATE: 01/26	DATE: 01/26	DATE: 01/26	
SCALE: 1"=20' HORZ 1"=2' VERT			P-01.06

REVISION BY CITY OF EL CENTRO		NO.	DESCRIPTION	REV BY	CHK BY	DATE



F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	17	47	

CONSTRUCTION NOTES			
NO	DESCRIPTION	UNIT	QTY
1	CURB & GUTTER, TYPE A-6 CITY OF EL CENTRO DET. EC-200	LF	190
2	CONCRETE SIDEWALK CITY OF EL CENTRO DET. EC-400	SF	800
3	DETECTABLE WARNING SURFACE CITY OF EL CENTRO DET. EC-403-1	SF	36
5	SIDEWALK RAMP, CITY OF EL CENTRO DET. EC-403-0 & 403-03	SF	140
11	UNDER SIDEWALK DRAIN, SEE DETAIL ON DWG G-02.05	SF	117

PAVEMENT STRUCTURAL SECTION NO. 1

12	SUBGRADE PREPARATION	SY	289
	6" ASPHALT CONCRETE PAVEMENT (3/4" MIX)	TON	95
	AGGREGATE BASE COURSE CLASS II, 12" THICK	TON	193
	EMULSIFIED ASPHALT FOR TACK COAT, SS-1H	TON	0.07
19	CONCRETE DRIVEWAY, CITY OF EL CENTRO DET. EC-250	SF	434
20	CROSS GUTTER, CITY OF EL CENTRO DET. EC-270 & EC-273	SF	71
28	SIDEWALK RAMP, CITY OF EL CENTRO DET. EC-403-0 & 403-03 MODIFIED	SF	51

REMOVAL & RELOCATION NOTES			
NO	DESCRIPTION	UNIT	QTY
1	REMOVE AC PAVEMENT	NPI	3024
2	REMOVE CURB & GUTTER	LF	169
3	REMOVE SINGLE CURB	SF	3
4	REMOVE SIDEWALK	SF	769
5	REMOVE ADA CURB RAMP	SF	46
8	REMOVE CONCRETE DRIVEWAY	SF	335
9	REMOVE CROSS GUTTER	SF	109

S SAWCUT

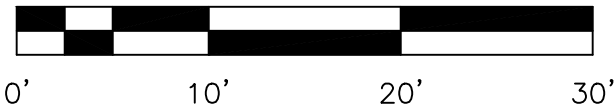
501 N. 44TH ST
SUITE 300
PHOENIX, AZ 85008
PH: 602-454-0402
www.tygsa.com

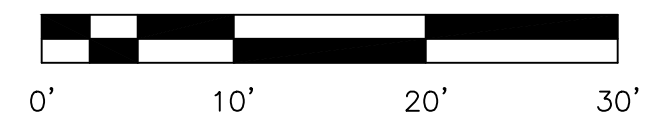
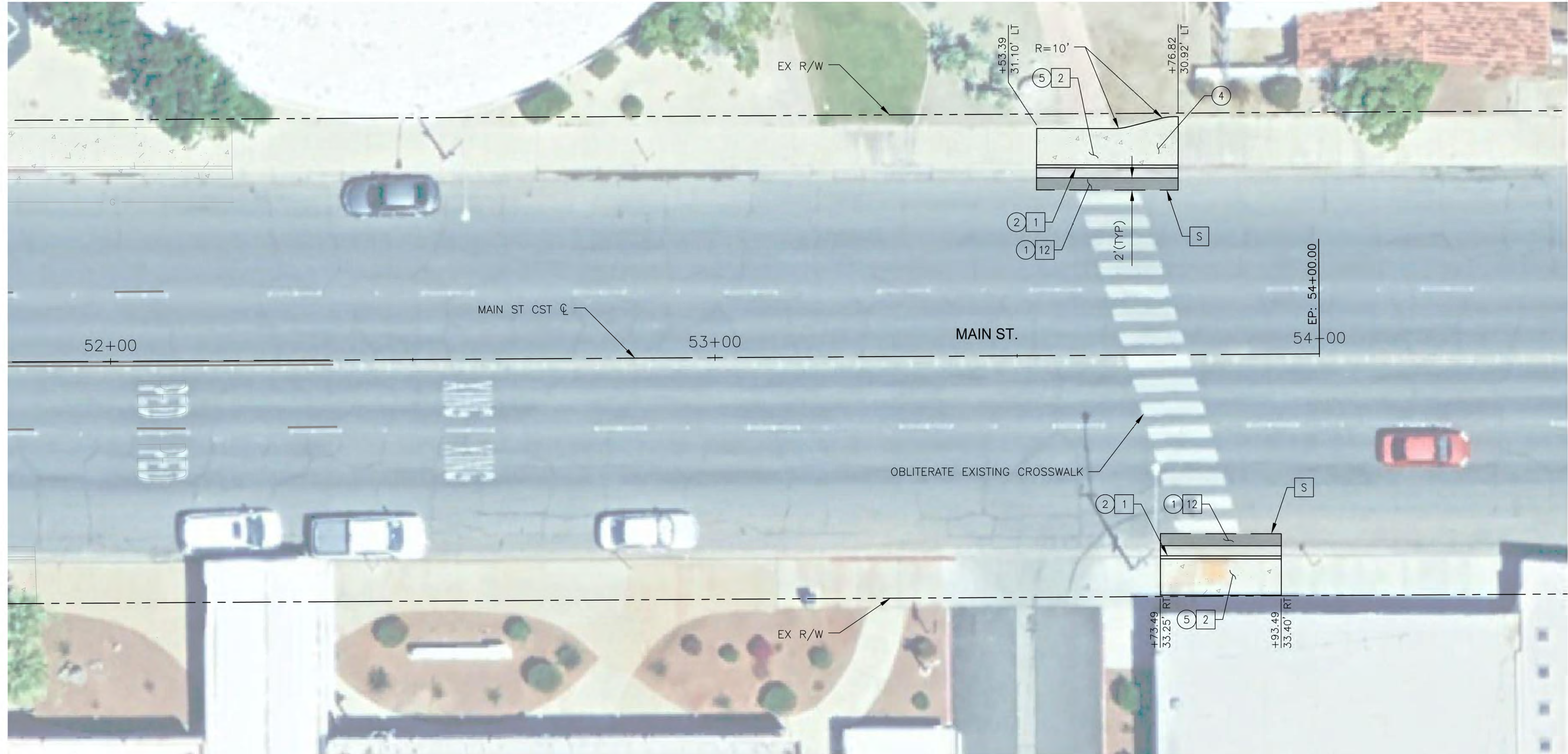
14TH STREET PLAN

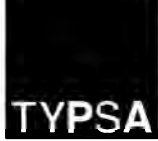
CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

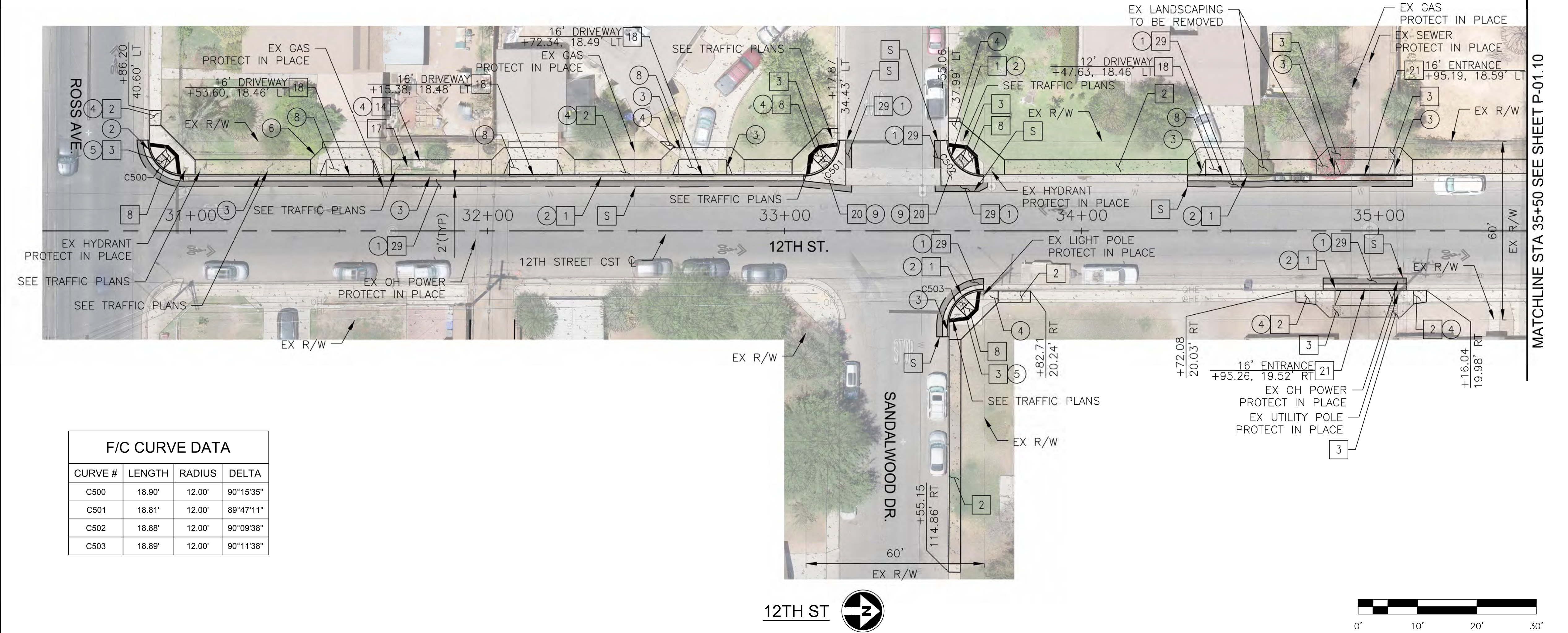
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DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	P-01.07
SCALE: 1"=10'			



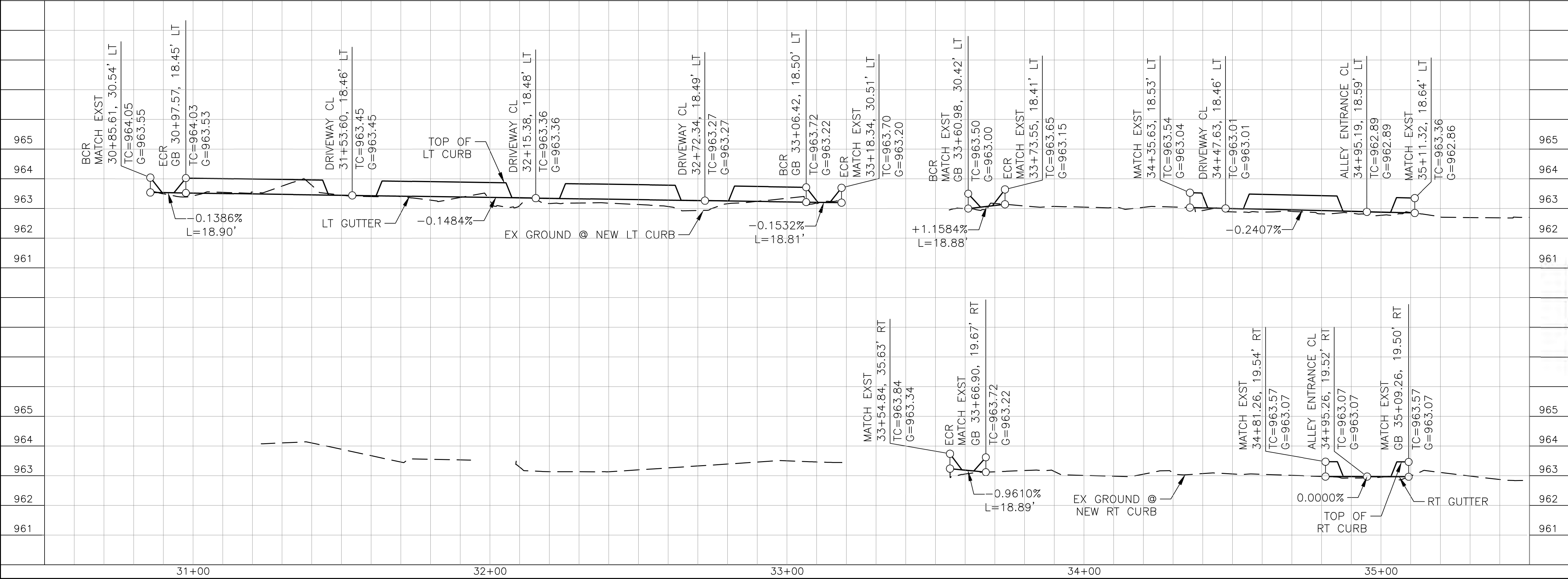
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F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	18	47	
CONSTRUCTION NOTES					
NO	DESCRIPTION			UNIT	QTY
1	CURB & GUTTER, TYPE A-6 CITY OF EL CENTRO DET. EC-200			LF	43
2	CONCRETE SIDEWALK CITY OF EL CENTRO DET. EC-400			SF	272
PAVEMENT STRUCTURAL SECTION NO. 1					
12	SUBGRADE PREPARATION			SY	10
	6" ASPHALT CONCRETE PAVEMENT (3/4" MIX)			TON	3
	AGGREGATE BASE COURSE CLASS II, 12" THICK			TON	6
	EMULSIFIED ASPHALT FOR TACK COAT, SS-1H			TON	0.01
REMOVAL & RELOCATION NOTES					
NO	DESCRIPTION			UNIT	QTY
1	REMOVE AC PAVEMENT			NPI	87
2	REMOVE CURB & GUTTER			LF	43
4	REMOVE SIDEWALK			SF	60
5	REMOVE ADA CURB RAMP			SF	212
S	SAWCUT				
					
					
501 N. 44TH ST SUITE 300 PHOENIX, AZ 85008 PH: 602-454-0402 www.typsa.com					
MAIN STREET PLAN					
CITY OF EL CENTRO DEPARTMENT OF PUBLIC WORKS					
CITY OF EL CENTRO ATP CYCLE 6 IMPROVEMENTS					
DR: RJR		DES: RJR		CK: JCF	
DATE: 01/26		DATE: 01/26		DATE: 01/26	
SCALE: 1"=10'				DRAWING SERIES NO. P-01.08	

REVISION BY CITY OF EL CENTRO		REV BY	CHK BY	DATE
NO.	DESCRIPTION			



F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C500	18.90'	12.00'	90°15'35"
C501	18.81'	12.00'	89°47'11"
C502	18.88'	12.00'	90°09'38"
C503	18.89'	12.00'	90°11'38"



F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	19	47	

CONSTRUCTION NOTES			
NO	DESCRIPTION	UNIT	QTY
1	CURB & GUTTER, TYPE A-6 CITY OF EL CENTRO DET. EC-200	LF	392
2	CONCRETE SIDEWALK CITY OF EL CENTRO DET. EC-400	SF	2279
3	DETECTABLE WARNING SURFACE CITY OF EL CENTRO DET. EC-403-1	SF	94
8	SIDEWALK RAMP, CITY OF EL CENTRO DET. EC-403-0 & 403-06	SF	692
14	ADJUST WATER METER BOX TO FINISHED GRADE	EA	1
17	ADJUST UTILITY VAULT TO GRADE	EA	1
18	CONCRETE DRIVEWAY, CITY OF EL CENTRO DET. EC-230 & EC-262	SF	340
20	CROSS GUTTER, CITY OF EL CENTRO DET. EC-270 & EC-273	SF	123
21	TYPICAL ALLEY APPROACH, CITY OF EL CENTRO DET. EC-501.1 & EC-501.2	SF	551

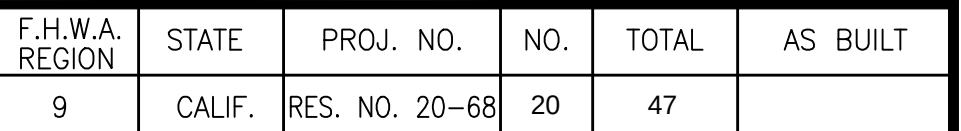
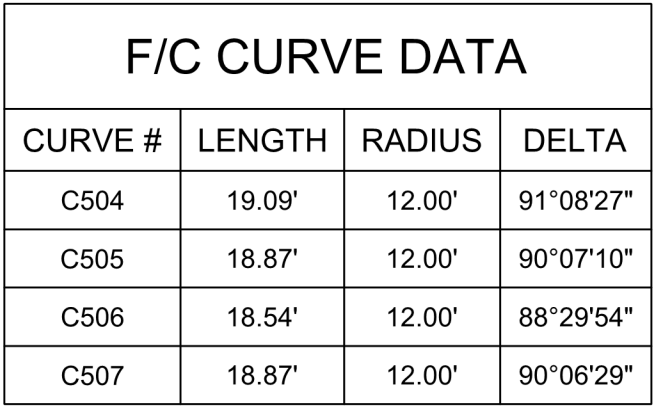
PAVEMENT STRUCTURAL SECTION NO. 2			
29	SUBGRADE PREPARATION	SY	92
	4" ASPHALT CONCRETE PAVEMENT (3/4" MIX)	TON	20
	AGGREGATE BASE COURSE CLASS II, 9" THICK	TON	46
	EMULSIFIED ASPHALT FOR TACK COAT, SS-1H	TON	0.02

REMOVAL & RELOCATION NOTES			
NO	DESCRIPTION	UNIT	QTY
1	REMOVE AC PAVEMENT	NPI	856
2	REMOVE CURB & GUTTER	LF	229
3	REMOVE SINGLE CURB	LF	123
4	REMOVE SIDEWALK	SF	428
5	REMOVE ADA CURB RAMP	SF	262
6	REMOVE FENCE	LF	1
8	REMOVE CONCRETE DRIVEWAY	SF	784
9	REMOVE CROSS GUTTER	SF	134

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12TH STREET PLAN			
CITY OF EL CENTRO DEPARTMENT OF PUBLIC WORKS			
CITY OF EL CENTRO ATP CYCLE 6 IMPROVEMENTS			
DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/2025	DATE: 01/26/2025	DATE: 01/26/2025	P-01.09
SCALE: 1"=20' HORIZ 1"=2' VERT			

REVISION BY CITY OF EL CENTRO

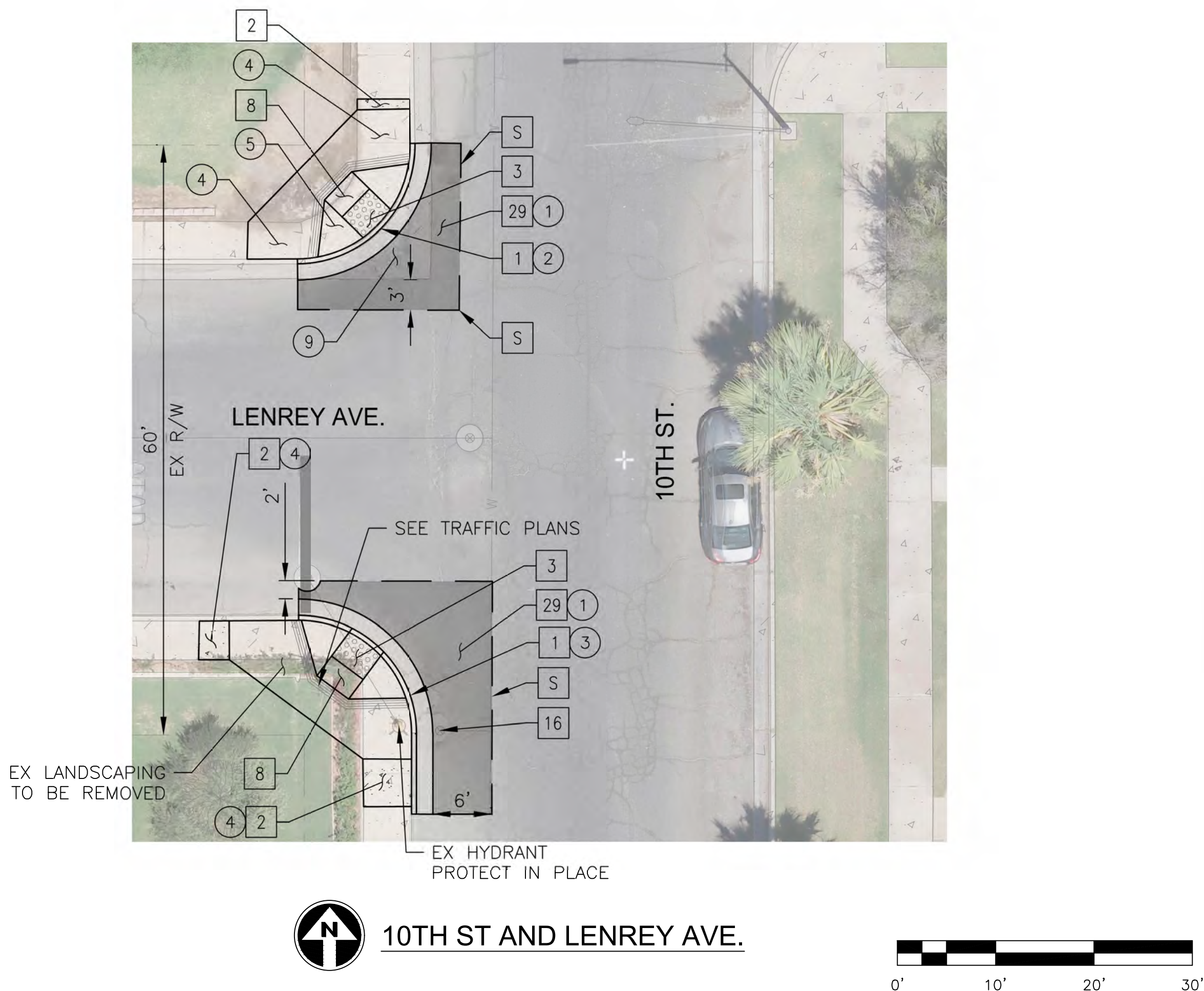
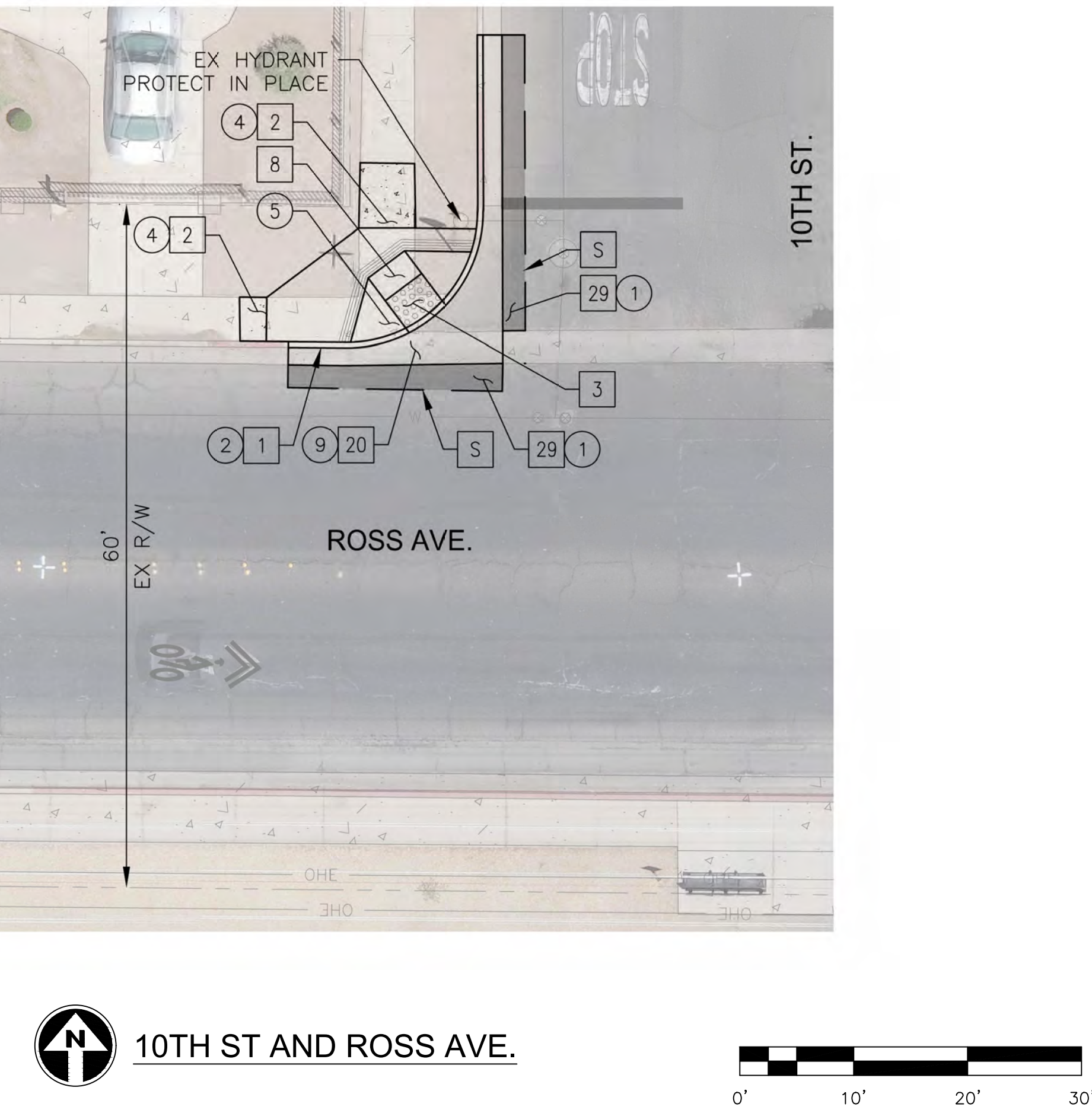
PAVEMENT STRUCTURAL SECTION NO. 2			
29	SUBGRADE PREPARATION	SY	71
	4" ASPHALT CONCRETE PAVEMENT (3/4" MIX)	TON	16
	AGGREGATE BASE COURSE CLASS II, 9" THICK	TON	36
	EMULSIFIED ASPHALT FOR TACK COAT, SS-1H	TON	0.02

S	SAWCUT
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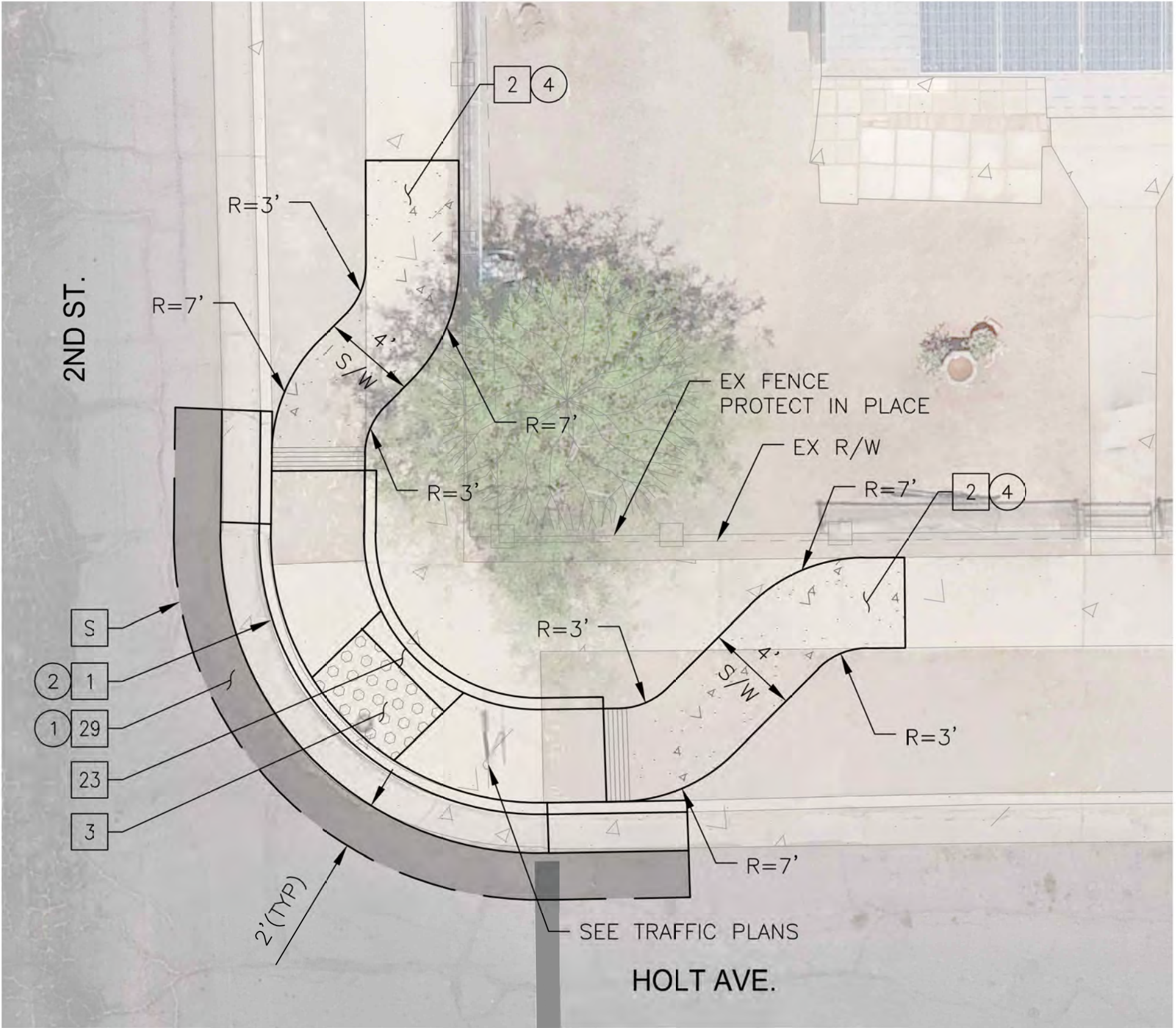
DR: RJR	DES: RJR	CK: JCF	DRAWING SERIES NO.
DATE: 01/26	DATE: 01/26	DATE: 01/26	
SCALE: 1"=20' HORZ 1"=2' VERT			P-01.10

R:\Phoenix\Projects\CAFWY1806-COEC-CIVIL-ON-CALL-SERVICES\04-ATP-Cycle-6-Improvements\CADD\Sheets\Roadway\CAFWY1806-04-PL11.dwg

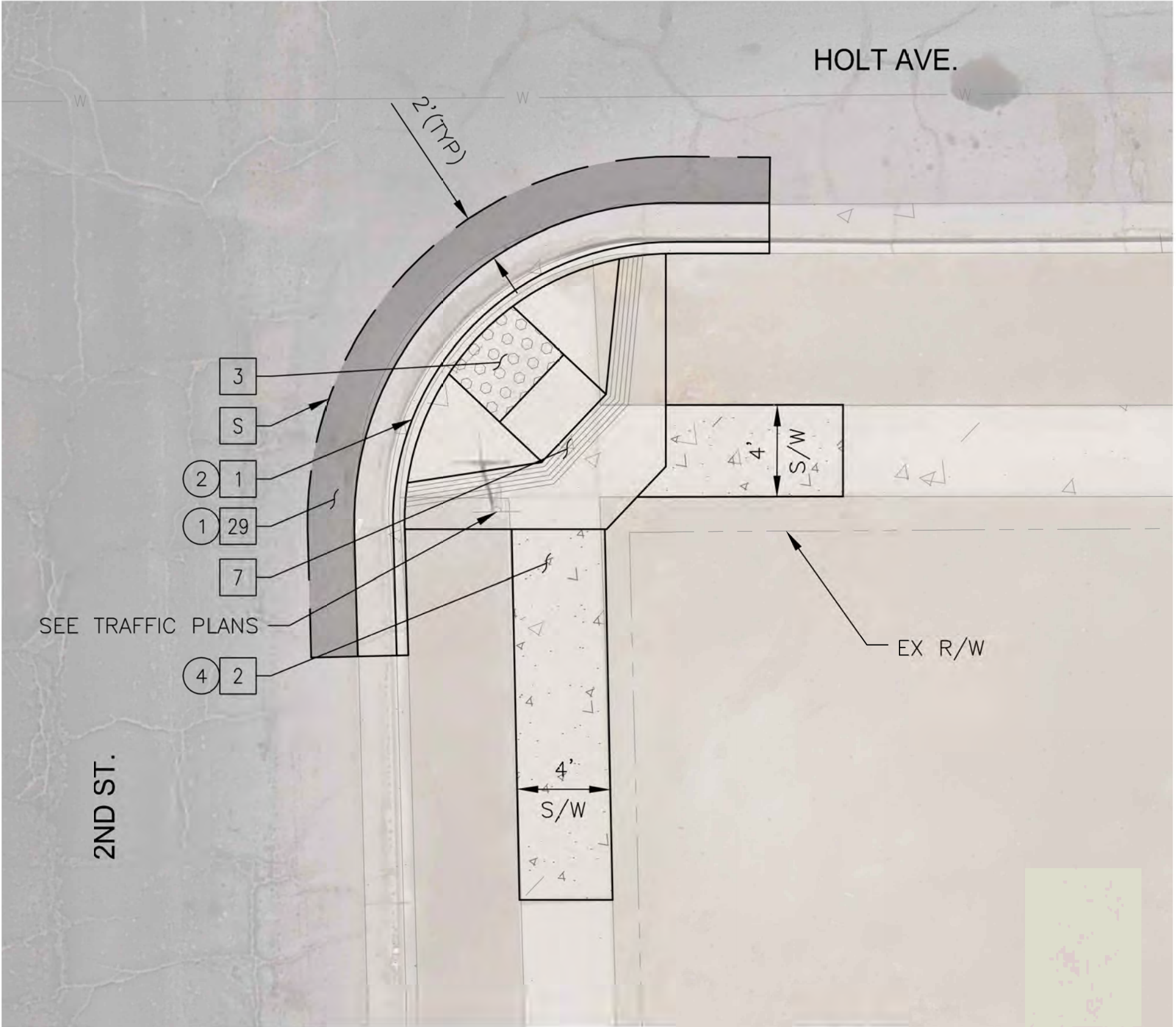
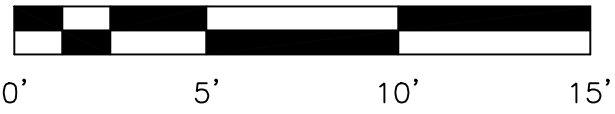


trosalez Jan 28, 2026 - 11:09pm

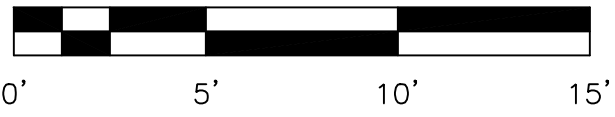
REVISION BY CITY OF EL CENTRO			
NO.	DESCRIPTION	REV BY	CHK BY



NEC 2ND ST AND HOLT AVE



SEC 2ND ST AND HOLT AVE



F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	22	47	

CONSTRUCTION NOTES				
NO	DESCRIPTION	UNIT	QTY	
1	CURB & GUTTER, TYPE A-6 CITY OF EL CENTRO DET. EC-200	LF	59	
2	CONCRETE SIDEWALK CITY OF EL CENTRO DET. EC-400	SF	212	
3	DETECTABLE WARNING SURFACE CITY OF EL CENTRO DET. EC-403-1	SF	28	
7	SIDEWALK RAMP, CITY OF EL CENTRO DET. EC-403-0 & 403-05	SF	102	
23	SIDEWALK RAMP, CITY OF EL CENTRO DET. EC-403-0 & 403-08	SF	91	

PAVEMENT STRUCTURAL SECTION NO. 2				
29	SUBGRADE PREPARATION	SY	15	
	4" ASPHALT CONCRETE PAVEMENT (3/4" MIX)	TON	3	
	AGGREGATE BASE COURSE CLASS II, 9" THICK	TON	8	
	EMULSIFIED ASPHALT FOR TACK COAT, SS-1H	TON	0.01	

REMOVAL & RELOCATION NOTES				
NO	DESCRIPTION	UNIT	QTY	
1	REMOVE AC PAVEMENT	NPI	135	
2	REMOVE CURB & GUTTER	LF	60	
4	REMOVE SIDEWALK	SF	397	

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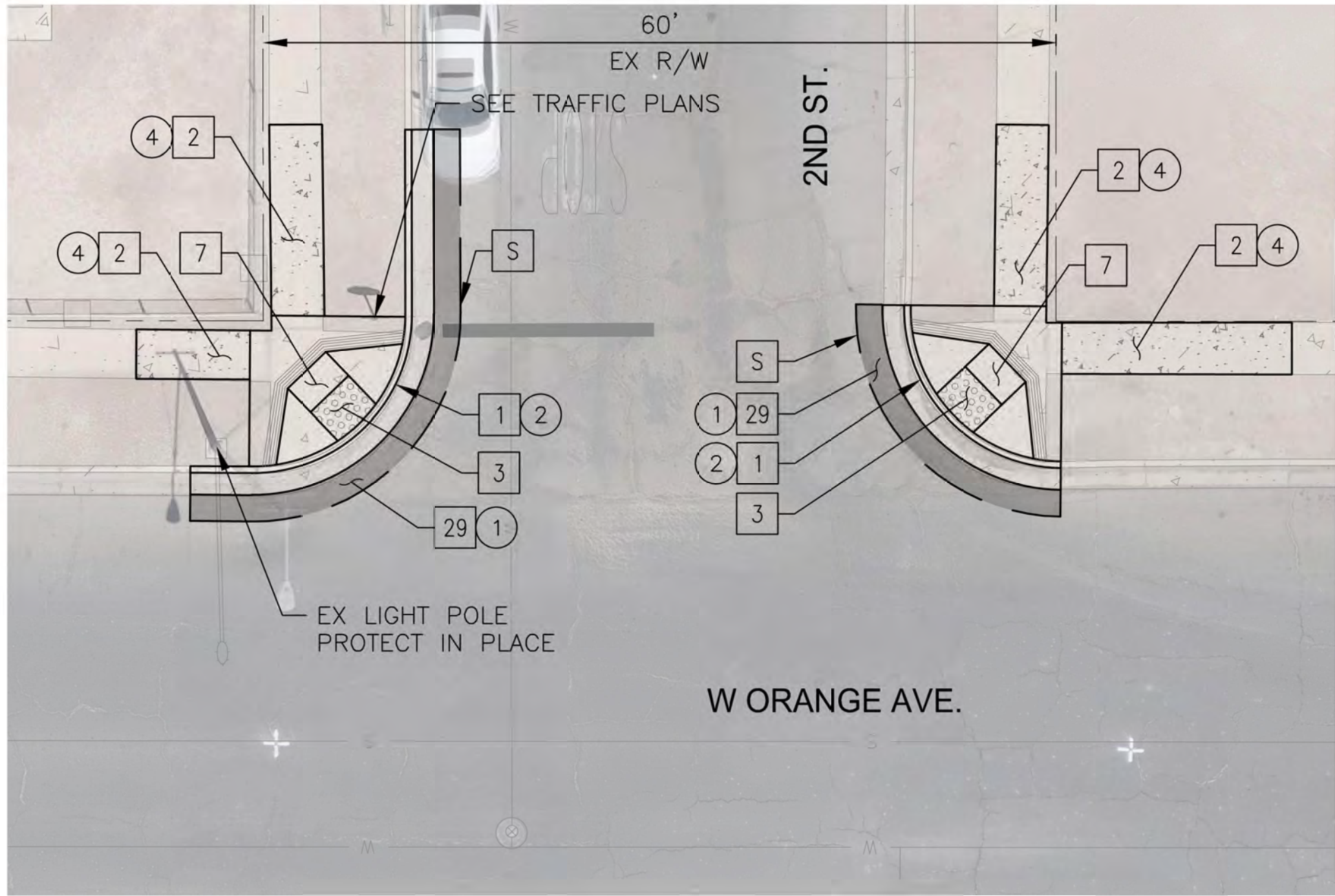
2ND STREET PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

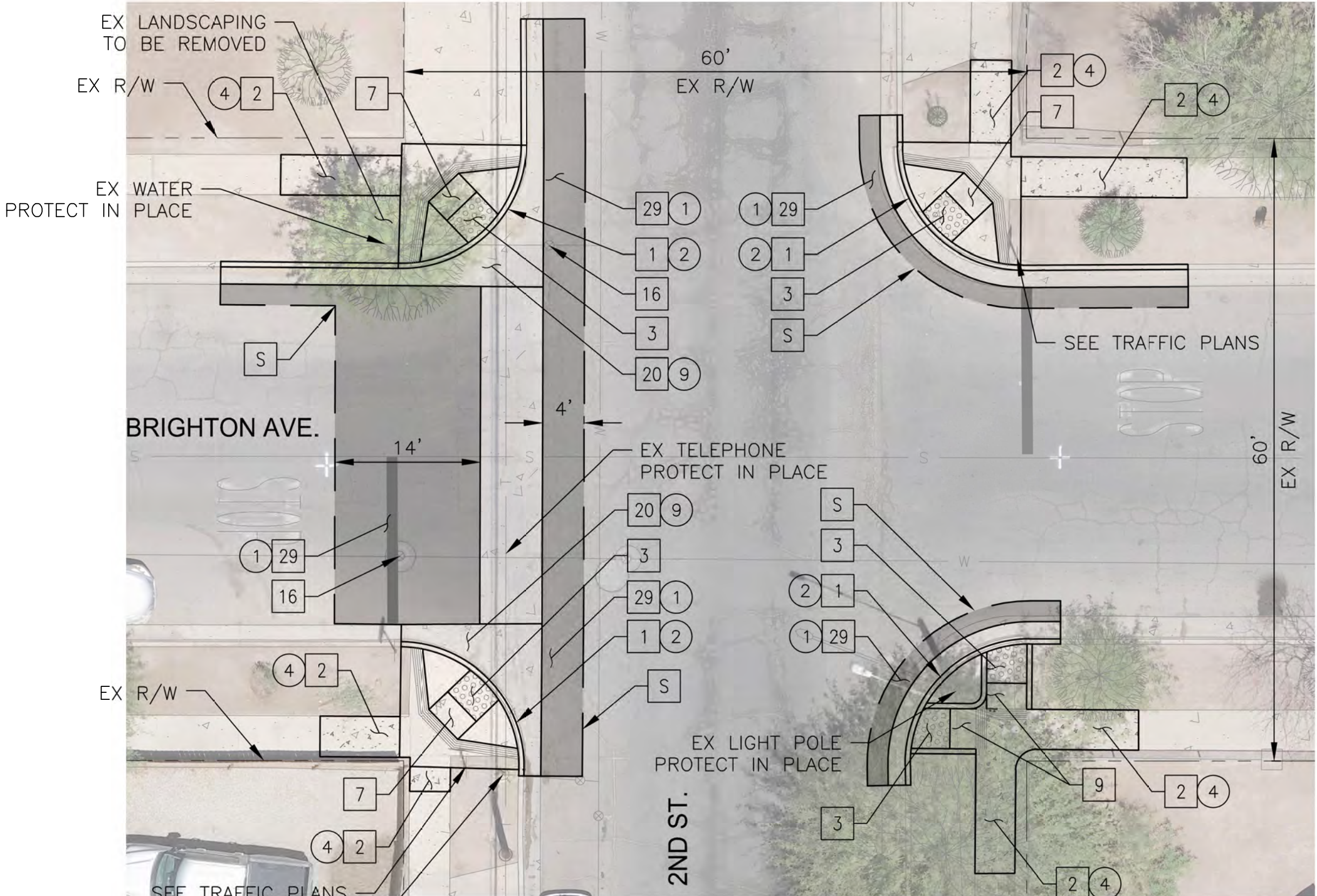
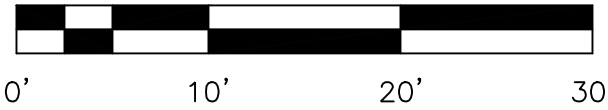
CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	P-01.12
SCALE: 1"=5'			

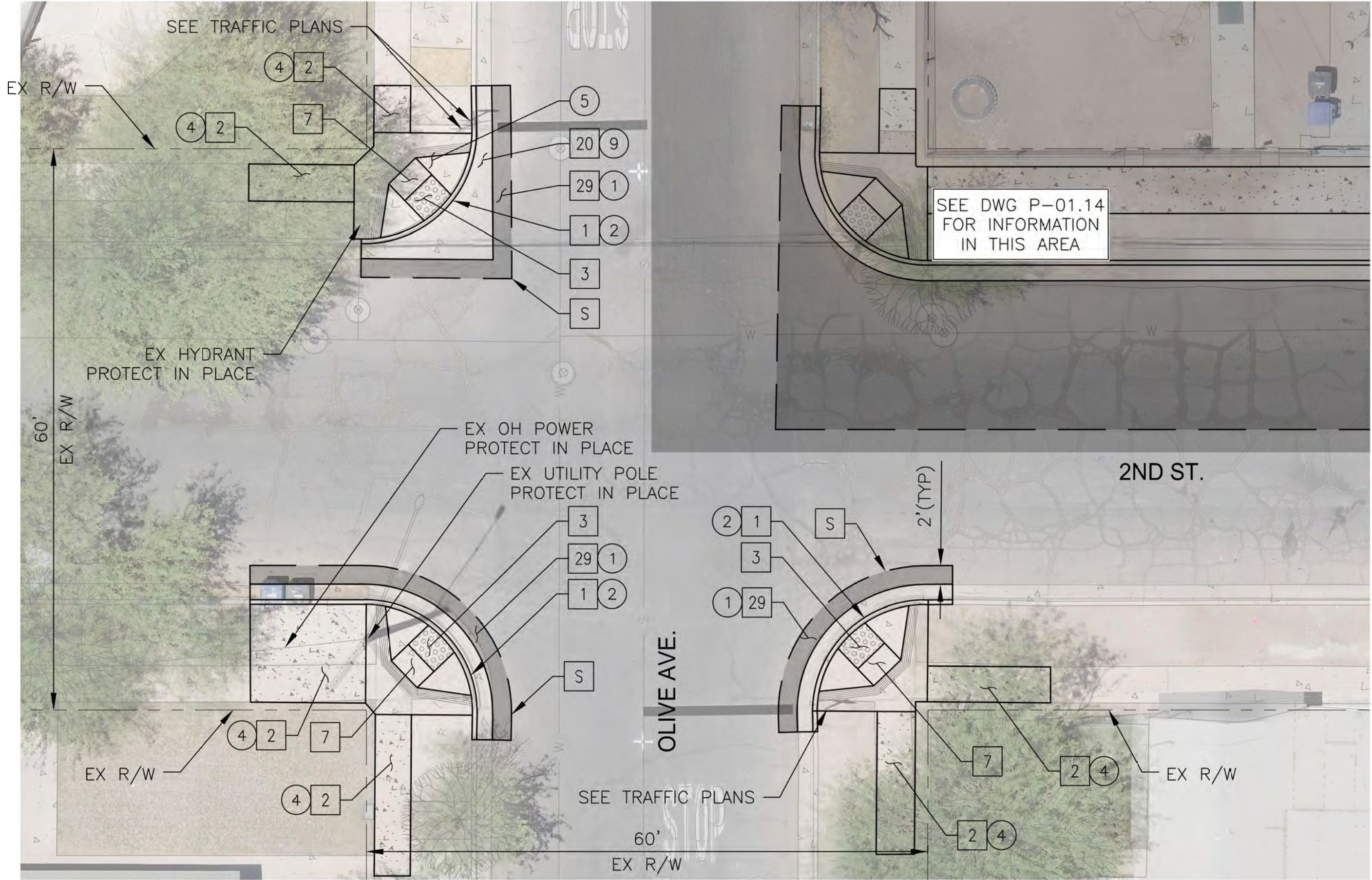
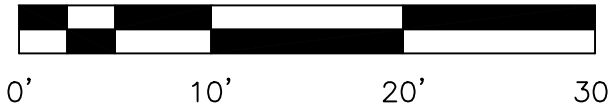
REVISION BY CITY OF EL CENTRO		NO.	DESCRIPTION	REV BY	CHK BY	DATE



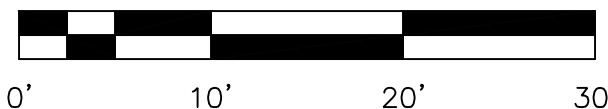
2ND ST AND ORANGE AVE



2ND ST AND BRIGHTON AVE



2ND ST AND OLIVE AVE



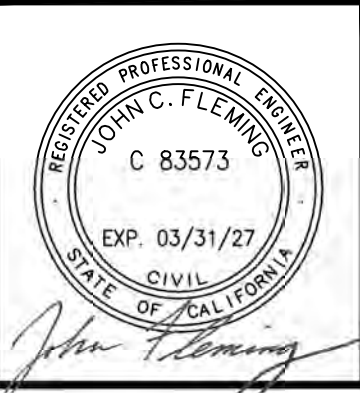
F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	23	47	

CONSTRUCTION NOTES				
NO	DESCRIPTION	UNIT	QTY	
1	CURB & GUTTER, TYPE A-6 CITY OF EL CENTRO DET. EC-200	LF	282	
2	CONCRETE SIDEWALK CITY OF EL CENTRO DET. EC-400	SF	874	
3	DETECTABLE WARNING SURFACE CITY OF EL CENTRO DET. EC-403-1	SF	126	
7	SIDEWALK RAMP, CITY OF EL CENTRO DET. EC-403-0 & 403-05	SF	841	
9	SIDEWALK RAMP, CITY OF EL CENTRO DET. EC-403-0 & 403-11	SF	57	
16	ADJUST VALVE TO GRADE	EA	2	
20	CROSS GUTTER, CITY OF EL CENTRO DET. EC-270 & EC-273	SF	317	

PAVEMENT STRUCTURAL SECTION NO. 2				
29	SUBGRADE PREPARATION	SY	135	
	4" ASPHALT CONCRETE PAVEMENT (3/4" MIX)	TON	30	
	AGGREGATE BASE COURSE CLASS II, 9" THICK	TON	68	
	EMULSIFIED ASPHALT FOR TACK COAT, SS-1H	TON	0.03	

REMOVAL & RELOCATION NOTES				
NO	DESCRIPTION	UNIT	QTY	
1	REMOVE AC PAVEMENT	NPI	1203	
2	REMOVE CURB & GUTTER	LF	271	
4	REMOVE SIDEWALK	SF	1602	
5	REMOVE ADA CURB RAMP	SF	100	
9	REMOVE CROSS GUTTER	SF	314	

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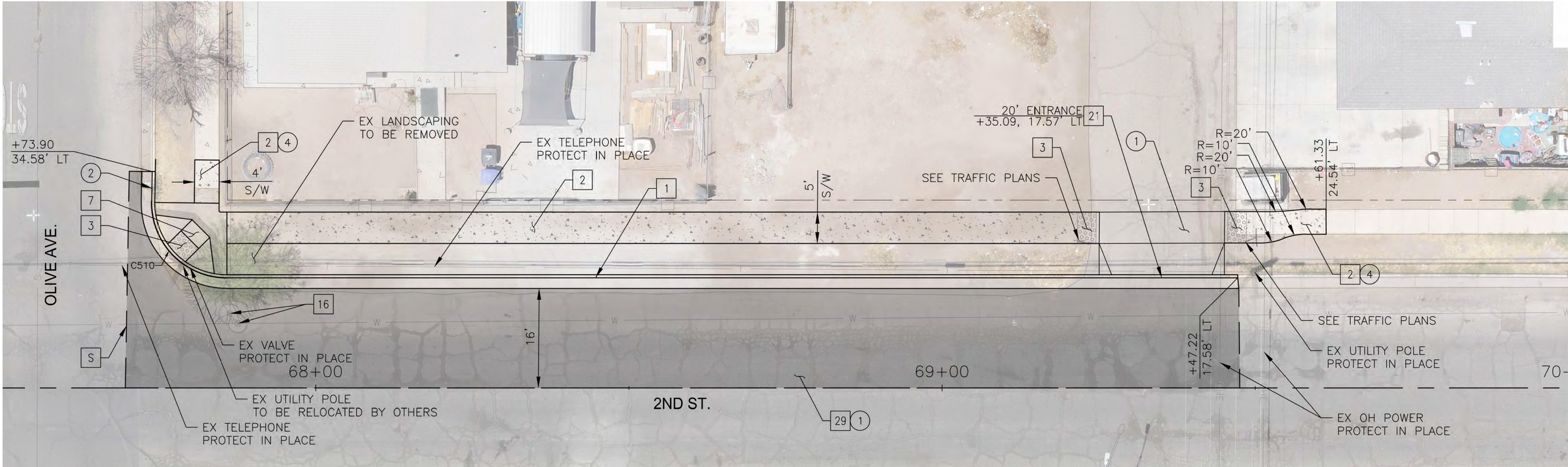
2ND STREET PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

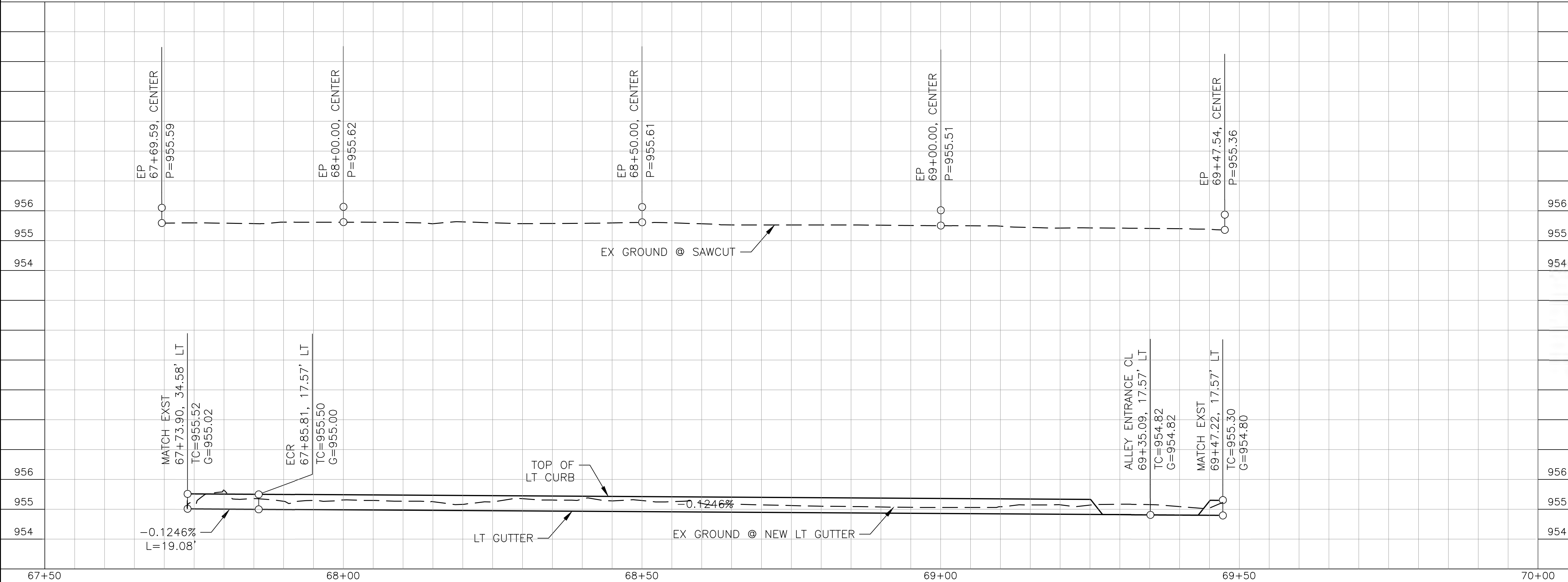
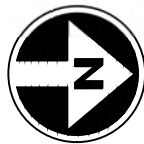
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DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	P-01.13
SCALE: 1"=10'			

REVISION BY CITY OF EL CENTRO			
NO.	DESCRIPTION	REV BY	DATE



F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C510	19.08'	12.00'	91°06'17"

2ND ST AND OLIVE AVE



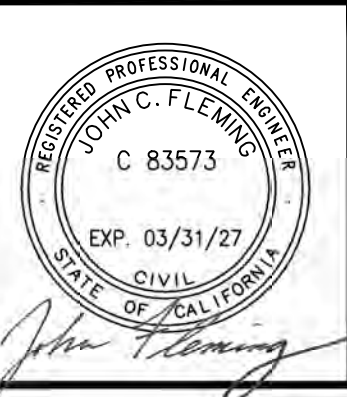
F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	24	47	

CONSTRUCTION NOTES				
NO	DESCRIPTION	UNIT	QTY	
1	CURB & GUTTER, TYPE A-6 CITY OF EL CENTRO DET. EC-200	LF	185	
2	CONCRETE SIDEWALK CITY OF EL CENTRO DET. EC-400	SF	797	
3	DETECTABLE WARNING SURFACE CITY OF EL CENTRO DET. EC-403-1	SF	42	
7	SIDEWALK RAMP, CITY OF EL CENTRO DET. EC-403-0 & 403-05	SF	102	
16	ADJUST VALVE TO GRADE	EA	2	
21	TYPICAL ALLEY APPROACH, CITY OF EL CENTRO DET. EC-501.1 & EC-501.2	SF	201	

PAVEMENT STRUCTURAL SECTION NO. 2			
29	SUBGRADE PREPARATION	SY	323
	4" ASPHALT CONCRETE PAVEMENT (3/4" MIX)	TON	71
	AGGREGATE BASE COURSE CLASS II, 9" THICK	TON	161
	EMULSIFIED ASPHALT FOR TACK COAT, SS-1H	TON	0.08

REMOVAL & RELOCATION NOTES			
NO	DESCRIPTION	UNIT	QTY
1	REMOVE AC PAVEMENT	SY	3105
2	REMOVE CURB & GUTTER	LF	3
4	REMOVE SIDEWALK	SF	126

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501 N. 44TH ST
SUITE 300
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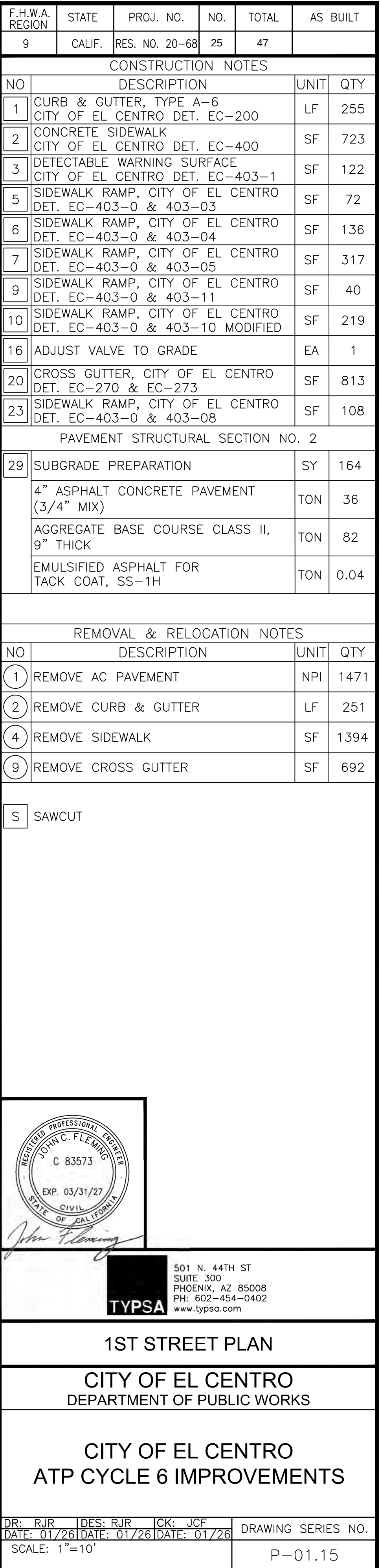
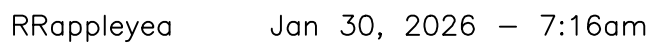
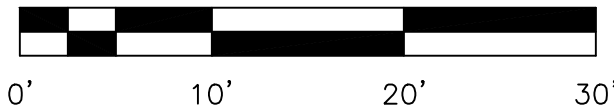
2ND STREET PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

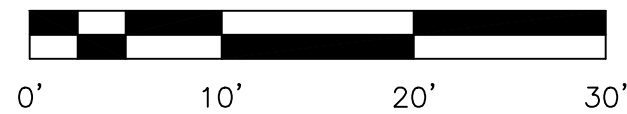
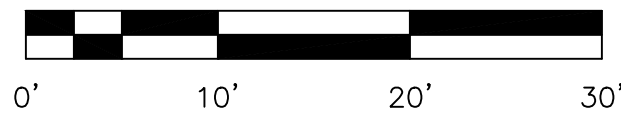
CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	P-01.14
SCALE: 1"=10' HORIZ 1"=1' VERT			

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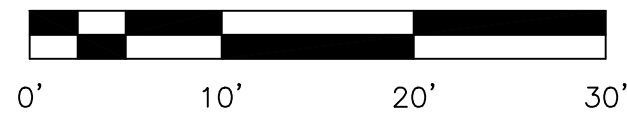
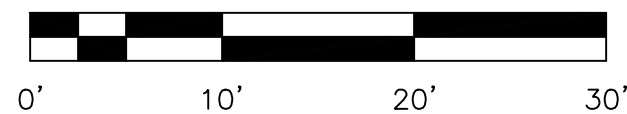


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RRappleyea Jan 28, 2026 - 5:12pm

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RRappleyea Jan 28, 2026 - 5:13pm

REVISION BY CITY OF EL CENTRO

NO.	DESCRIPTION	REV BY	CHK BY	DATE

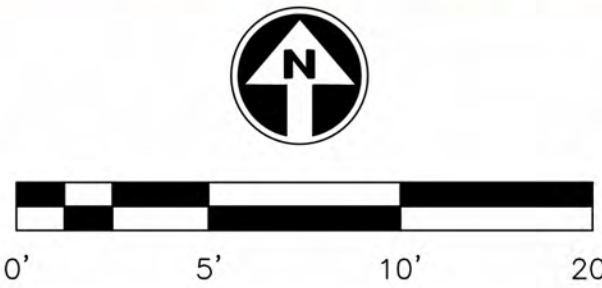
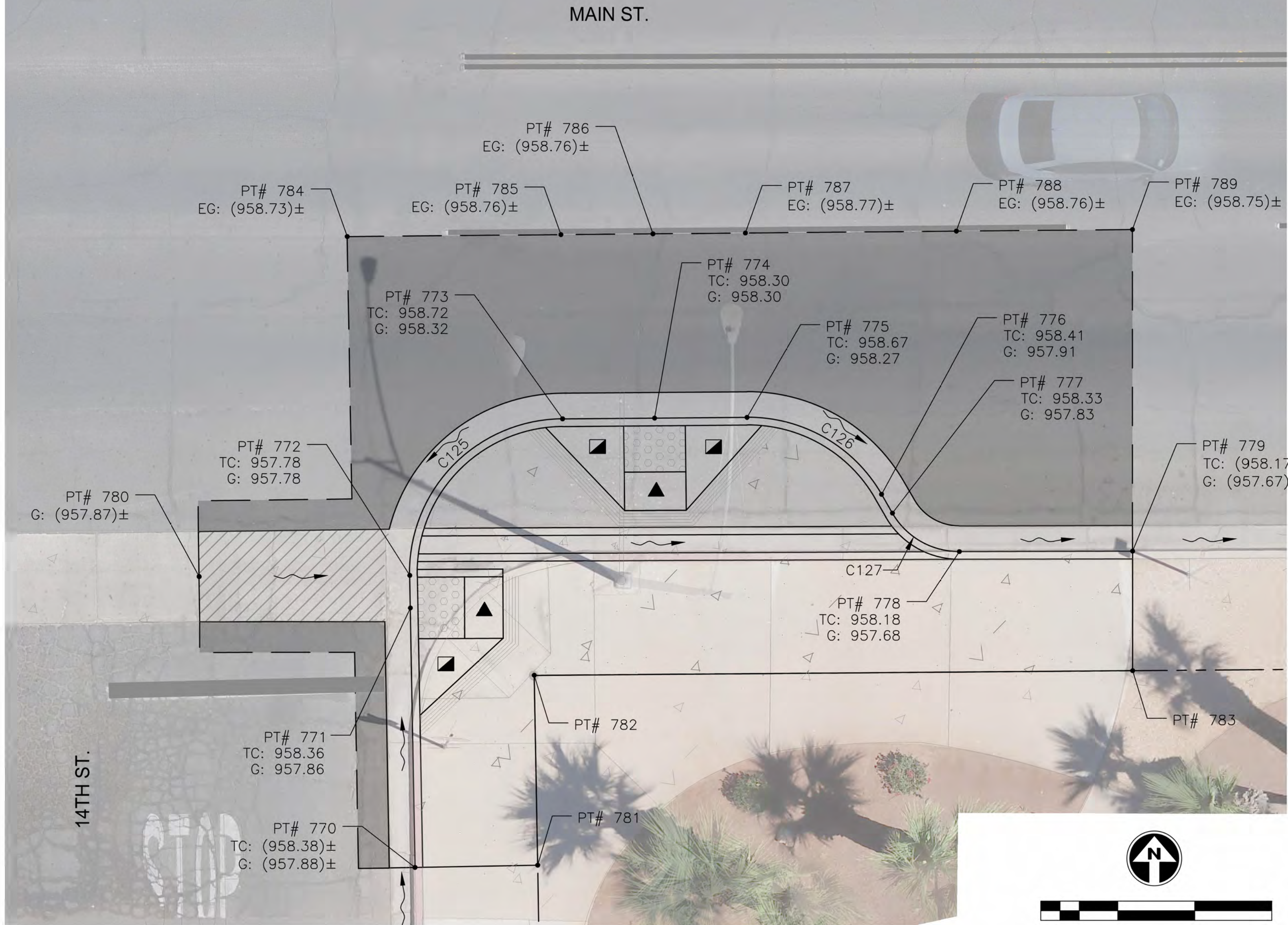
F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	28	47	

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
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741	C/L OF DRIVEWAY	1868963.8282	6771351.7685
742	PC	1868963.9653	6771370.7571
743	PT	1868960.6423	6771375.5005
744	PC	1868959.0245	6771376.0765
745	PT	1868955.3693	6771381.3015
746	C/L OF RAMP	1868955.3970	6771384.7886
747	PC	1868955.4246	6771388.2758
748	PT	1868959.1875	6771393.4508
749	PC	1868960.8517	6771394.0046
750	PT	1868964.2723	6771398.6912
751	C/L OF DRIVEWAY	1868964.3230	6771412.7652
752	MATCH EXST	1868964.3932	6771432.2485
753	NEW S/W MATCH EXST	1868971.6050	6771325.5078
754	PC	1868971.6080	6771326.2025
755	PRC	1868971.0740	6771329.4710
756	PT	1868970.5401	6771332.7760
757	NEW S/W MATCH EXST	1868971.3431	6771432.2157
758	NEW DRIVEWAY	1868971.2431	6771419.8380
759	NEW DRIVEWAY	1868971.1285	6771405.6450
760	NEW DRIVEWAY	1868971.8590	6771363.7128
761	NEW DRIVEWAY	1868971.6673	6771339.7135
762	MATCH EXST	1868943.4303	6771325.7213
763	MATCH EXST	1868943.6380	6771351.9285
764	MATCH EXST	1868943.7886	6771370.9185
765	MATCH EXST	1868943.8992	6771384.8817
766	MATCH EXST	1868944.0106	6771398.9374
767	MATCH EXST	1868944.1217	6771412.9528
768	MATCH EXST	1868944.2751	6771432.3021
770	MATCH EXST	1868879.7071	6771373.4132
771	C/L OF RAMP	1868896.5667	6771373.1116
772	PC	1868898.6829	6771373.0737
773	PT	1868908.8615	6771382.9954
774	C/L OF RAMP	1868908.9073	6771388.9683
775	PC	1868908.9534	6771394.9756
776	PT	1868903.9537	6771403.7126
777	PC	1868902.7285	6771404.4199
778	PT	1868900.2285	6771408.7641
779	MATCH EXST	1868900.2601	6771420.0150
780	FL VG MATCH EXST	1868898.6038	6771359.3895

F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C125	15.81'	10.00'	90°35'07"
C126	10.55'	10.00'	60°26'23"
C127	5.25'	5.00'	60°09'40"
C128	6.18'	5.00'	70°47'10"
C129	6.81'	5.47'	71°15'37"
C130	6.83'	5.50'	71°08'13"
C131	6.19'	5.00'	70°55'54"

S/W CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C132	3.33'	10.00'	19°03'46"
C133	3.36'	10.00'	19°16'20"

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
781	NEW S/W	1868879.8536	6771381.3812
782	NEW S/W	1868892.1870	6771381.1540
783	NEW S/W	1868892.4893	6771420.0172
784	MATCH EXST	1868920.7001	6771369.0112
785	MATCH EXST	1868920.8711	6771382.8916
786	MATCH EXST	1868920.8777	6771388.8631
787	MATCH EXST	1868920.9766	6771394.8717
788	MATCH EXST	1868921.0539	6771408.5706
789	MATCH EXST	1868921.1562	6771420.0066



- LEGEND**
- ▲ 12:1 MAX SLOPE
 - ▣ 10:1 MAX SLOPE AT CURB
 - ▨ TRUNCATED DOMES

REGISTERED PROFESSIONAL ENGINEER

JAYAN C. FLEMING

C 83573

EXP. 03/31/27

CIVIL

STATE OF CALIFORNIA

501 N. 44TH ST.

SUITE 300

PHOENIX, AZ 85008

PH: 602-454-0402

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MAIN ST. STAKING PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR DES: RJR CK: JCF

DATE: 01/26/26 DATE: 01/26/26 DATE: 01/26/26

SCALE: 1"=5'

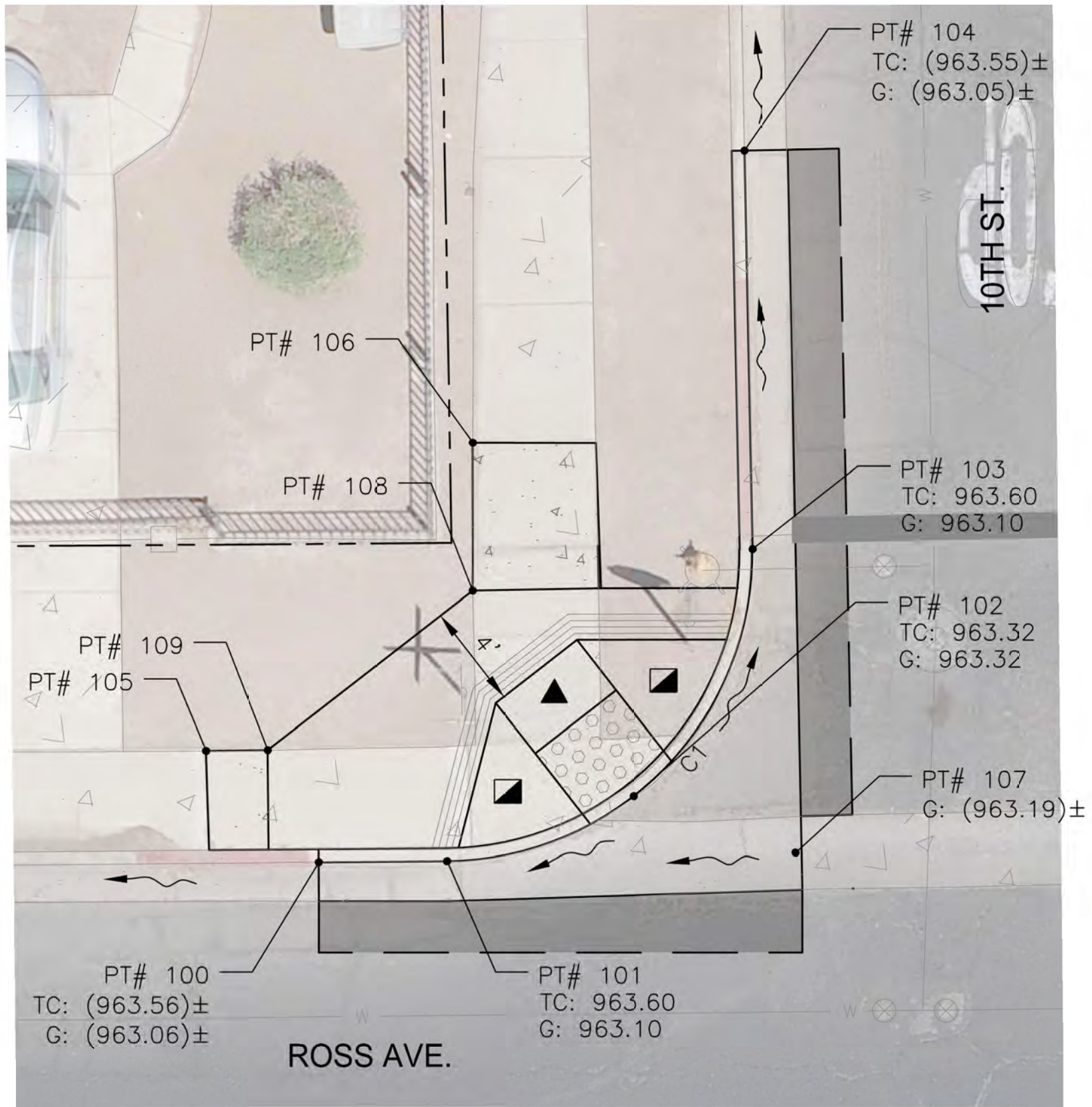
DRAWING SERIES NO.
STK-01.01

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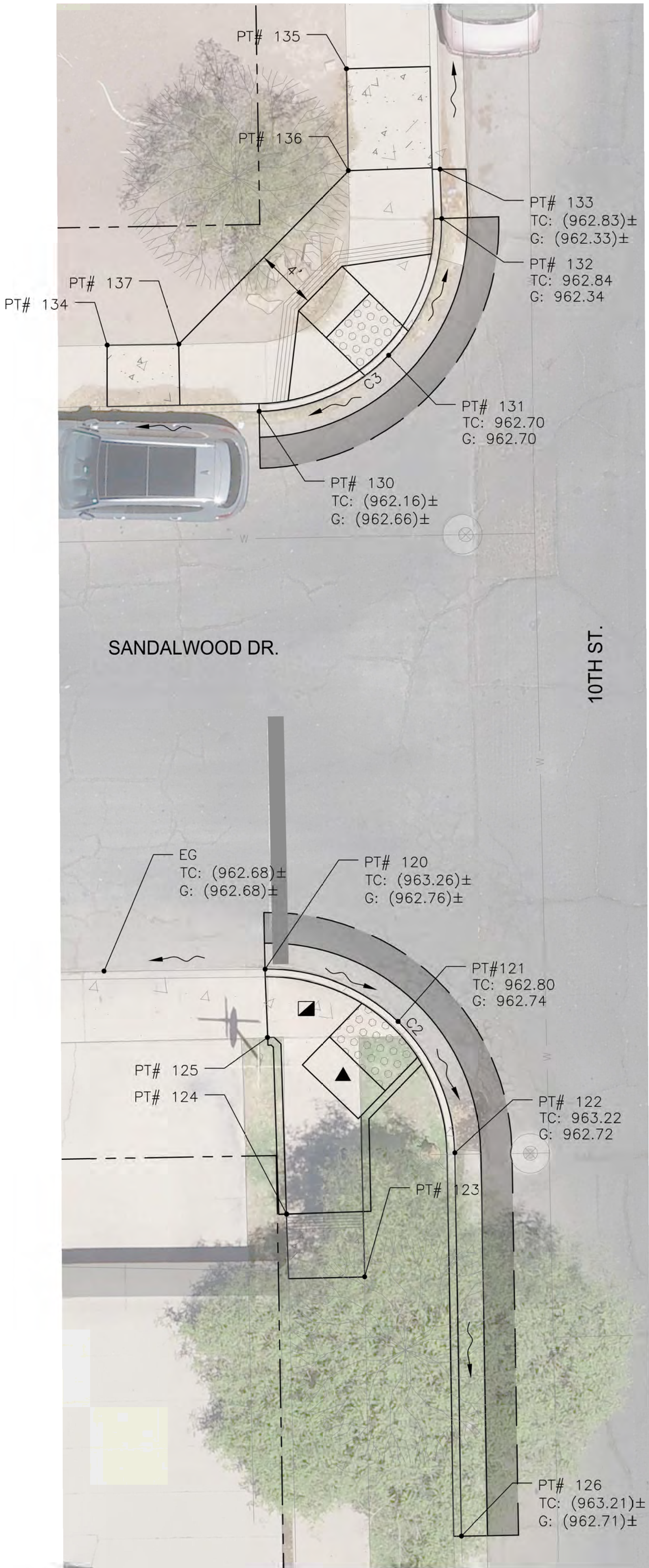
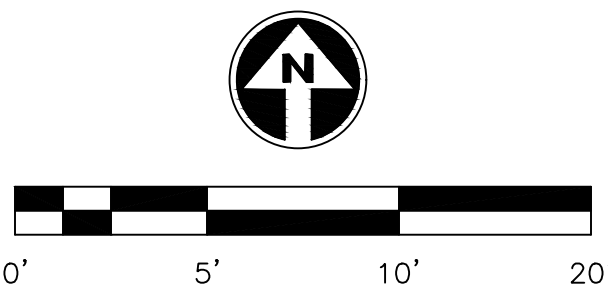
Page 690 of 758

REVISION BY CITY OF EL CENTRO		REV BY	CHK BY	DATE
NO.	DESCRIPTION			

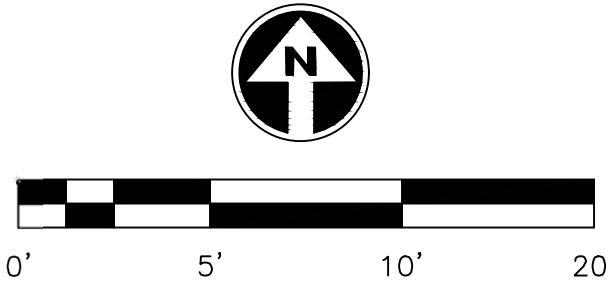


F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C1	18.90'	12.00'	90°15'35"

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
100	MATCH EXST	1864835.8956	6772656.6790
101	BCR	1864835.9355	6772661.6791
102	C/L OF RAMP	1864838.4644	6772668.9459
103	ECR	1864848.0920	6772673.5756
104	MATCH EXST	1864863.6180	6772673.2620
105	NEW S/W MATCH EXST	1864840.2294	6772652.2934
106	NEW S/W MATCH EXST	1864852.2323	6772662.6817
107	FL VG MATCH EXST	1864836.2609	6772675.2455
108	NEW S/W	1864846.4688	6772662.6757
109	NEW S/W	1864840.2573	6772654.6929



- LEGEND**
- ▲ 12:1 MAX SLOPE
 - ▣ 10:1 MAX SLOPE AT CURB
 - ▤ TRUNCATED DOMES



F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	29	47	

F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C2	18.90'	12.00'	90°15'35"
C3	19.05'	12.00'	90°56'23"

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
120	MATCH EXST	1865076.4424	6772657.2820
121	C/L OF RAMP	1865073.0760	6772665.8542
122	ECR	1865064.6259	6772669.5162
123	NEW S/W MATCH EXST	1865056.6213	6772663.6985
124	NEW S/W	1865060.6716	6772658.6657
125	NEW S/W MATCH EXST	1865072.0473	6772657.4379
126	MATCH EXST	1865039.9301	6772669.9430
130	MATCH EXST	1865112.3942	6772656.9014
131	C/L OF RAMP	1865115.9990	6772665.2495
132	ECR	1865124.8172	6772668.6654
133	MATCH EXST	1865127.9940	6772668.5528
134	NEW S/W MATCH EXST	1865116.6547	6772647.1079
135	NEW S/W MATCH EXST	1865134.4646	6772662.5271
136	NEW S/W	1865127.8773	6772662.6471
137	NEW S/W	1865116.7149	6772651.7235

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10TH ST. STAKING PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

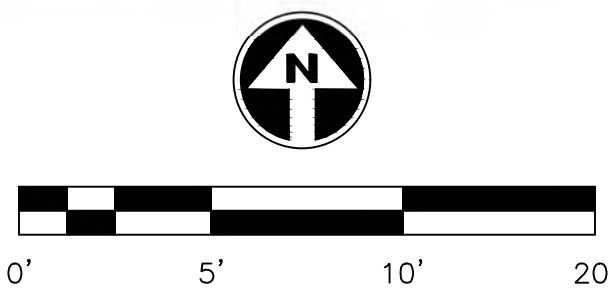
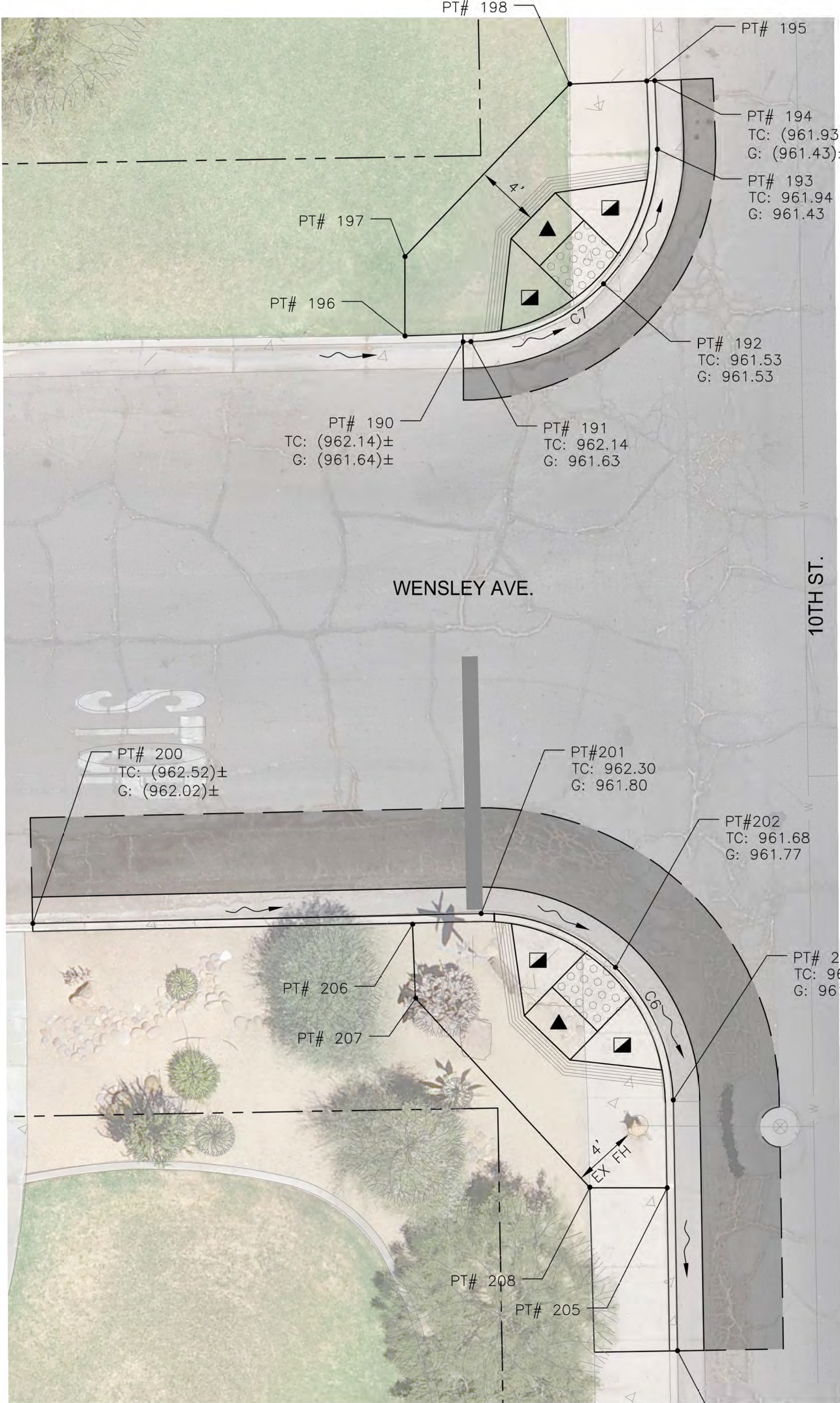
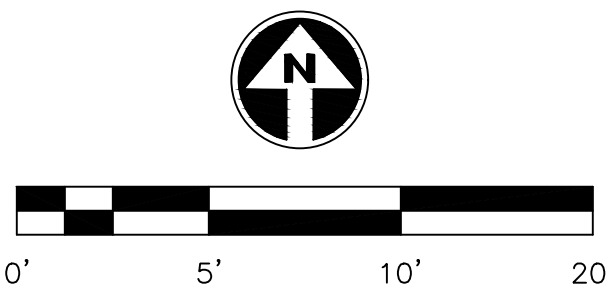
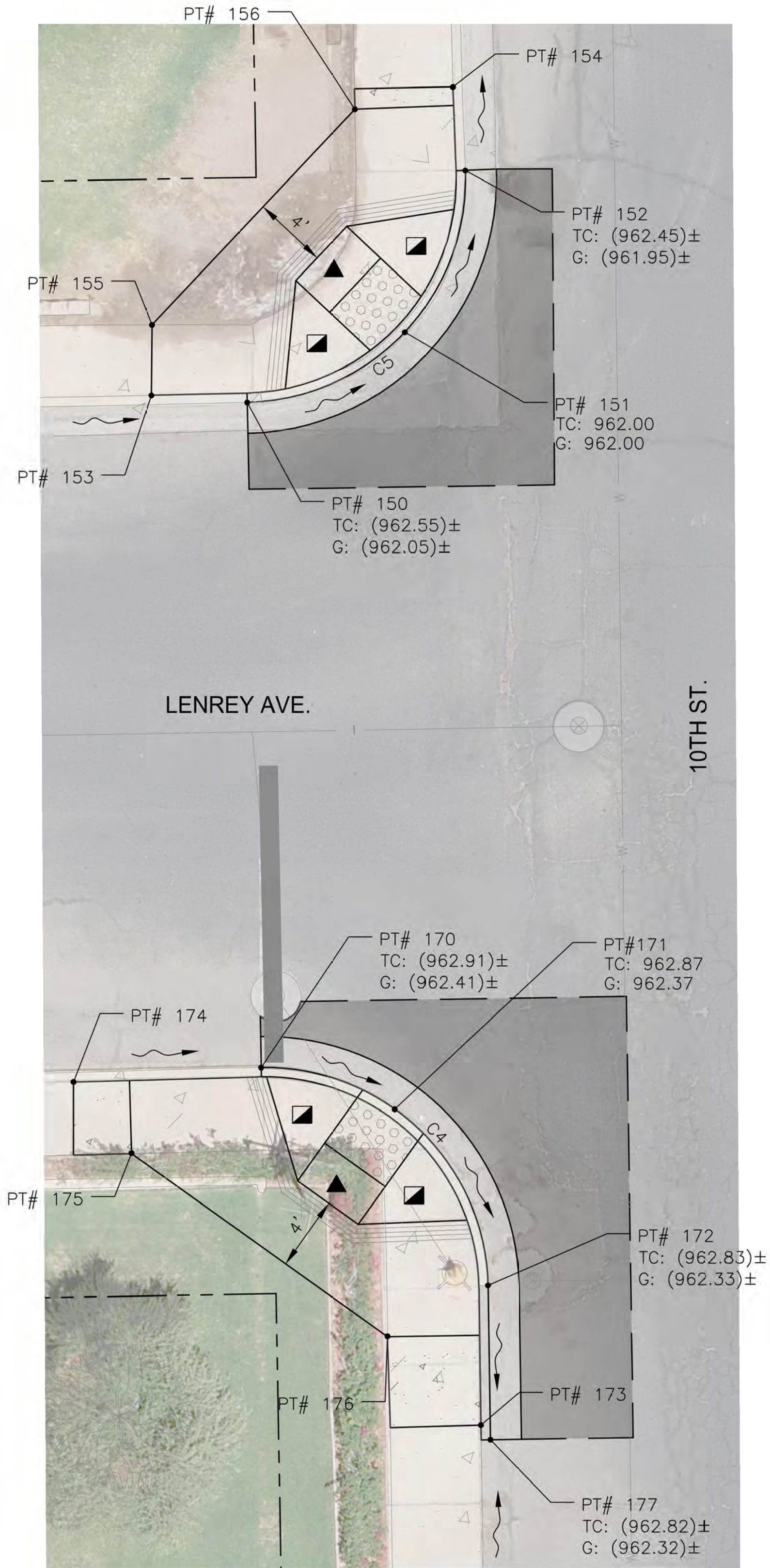
CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	STK-01.02

REVISION BY CITY OF EL CENTRO		REV BY	CHK BY	DATE
NO.	DESCRIPTION			

F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C4	18.76'	12.00'	89°34'12"
C5	19.05'	12.00'	90°56'23"

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
150	BCR	1865429.8693	6772650.8077
151	C/L OF RAMP	1865433.6453	6772659.2795
152	ECR	1865442.3328	6772662.5288
153	NEW S/W MATCH EXST	1865430.2519	6772645.6579
154	NEW S/W MATCH EXST	1865446.8278	6772661.8625
155	NEW S/W	1865434.0368	6772645.6898
156	NEW S/W	1865445.6318	6772656.5942
170	MATCH EXST	1865394.1174	6772651.5562
171	C/L OF RAMP	1865391.8786	6772658.7363
172	ECR	1865382.4070	6772663.7510
173	NEW S/W MATCH EXST	1865374.9047	6772663.3673
174	NEW S/W MATCH EXST	1865393.3483	6772641.4714
175	NEW S/W	1865389.4957	6772644.5920
176	NEW S/W	1865379.6547	6772658.3475
177	MATCH EXST	1865374.1178	6772663.8788



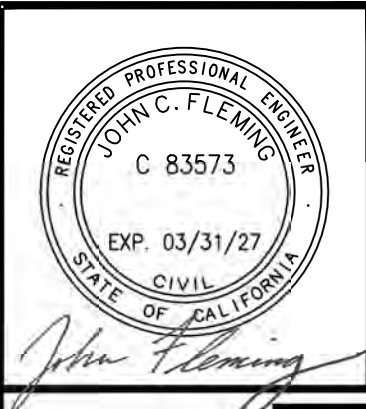
LEGEND

- ▲ 12:1 MAX SLOPE
- 10:1 MAX SLOPE AT CURB
- ▨ TRUNCATED DOMES

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	30	47	

F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C6	18.71'	12.00'	89°19'01"
C7	18.71'	12.00'	89°19'01"

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
190	MATCH EXST	1865765.0984	6772644.2010
191	BCR	1865765.1090	6772644.7009
192	C/L OF RAMP	1865768.7514	6772653.0601
193	ECR	1865777.2177	6772656.4459
194	MATCH EXST	1865781.5522	6772656.2745
195	NEW S/W MATCH EXST	1865781.5324	6772655.7749
196	NEW S/W MATCH EXST	1865765.4679	6772640.5496
197	NEW S/W	1865770.4550	6772640.5625
198	NEW S/W	1865781.3407	6772650.9283
200	MATCH EXST	1865728.4540	6772617.1010
201	BCR	1865729.0845	6772645.3434
202	C/L OF RAMP	1865725.6987	6772653.8097
203	ECR	1865717.3395	6772657.4521
204	MATCH EXST	1865701.5542	6772657.7140
205	NEW S/W MATCH EXST	1865711.8140	6772657.0238
206	NEW S/W MATCH EXST	1865728.4135	6772641.0287
207	NEW S/W	1865723.7282	6772641.2264
208	NEW S/W	1865711.8011	6772652.2069



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10TH ST. STAKING PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

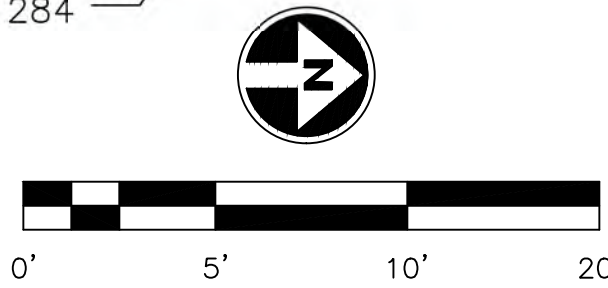
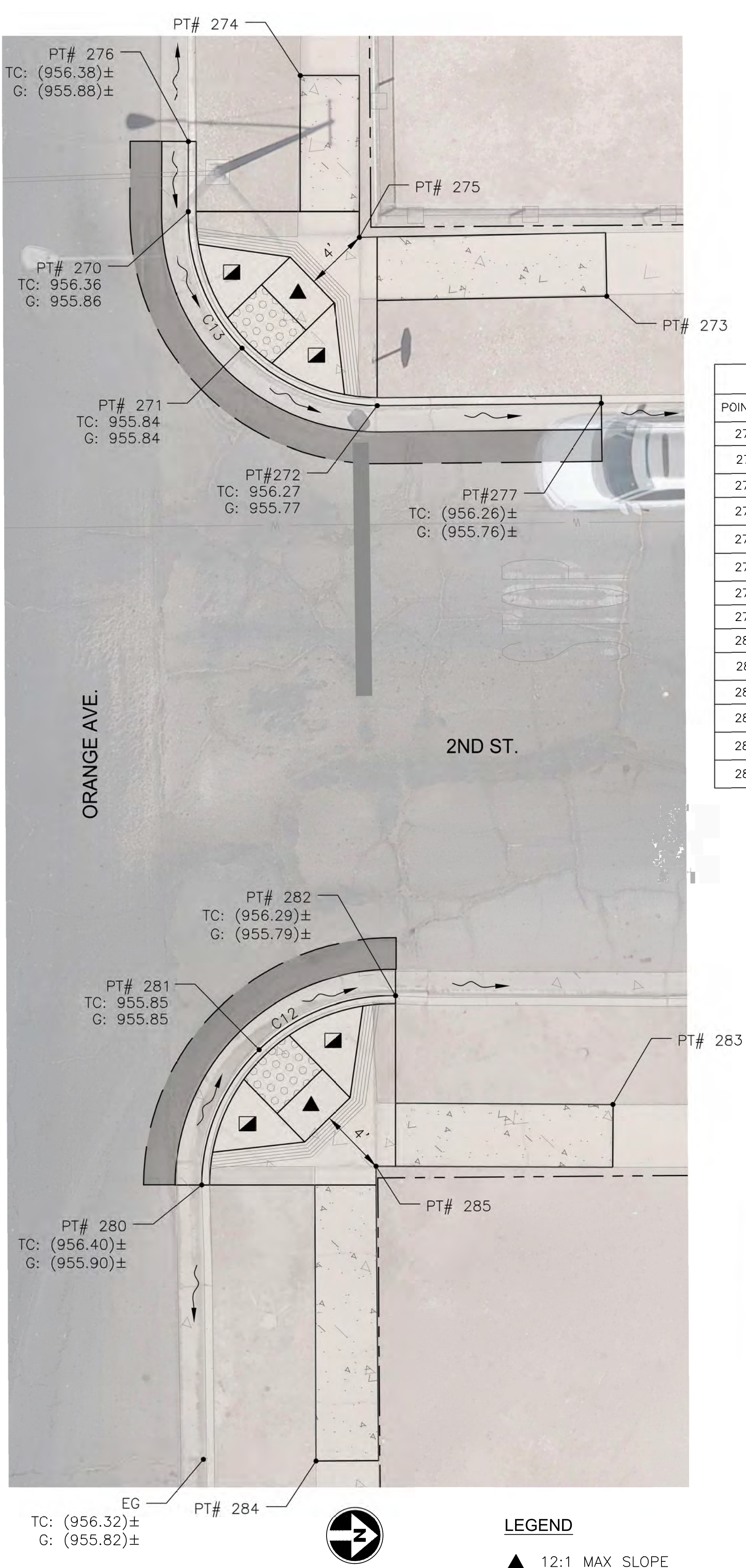
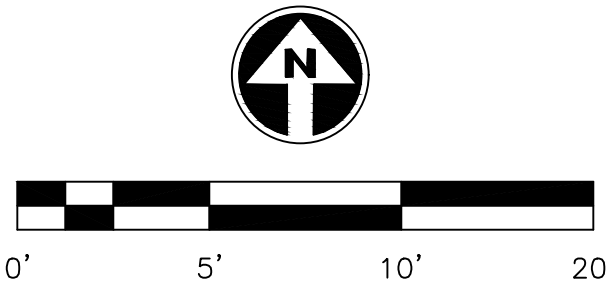
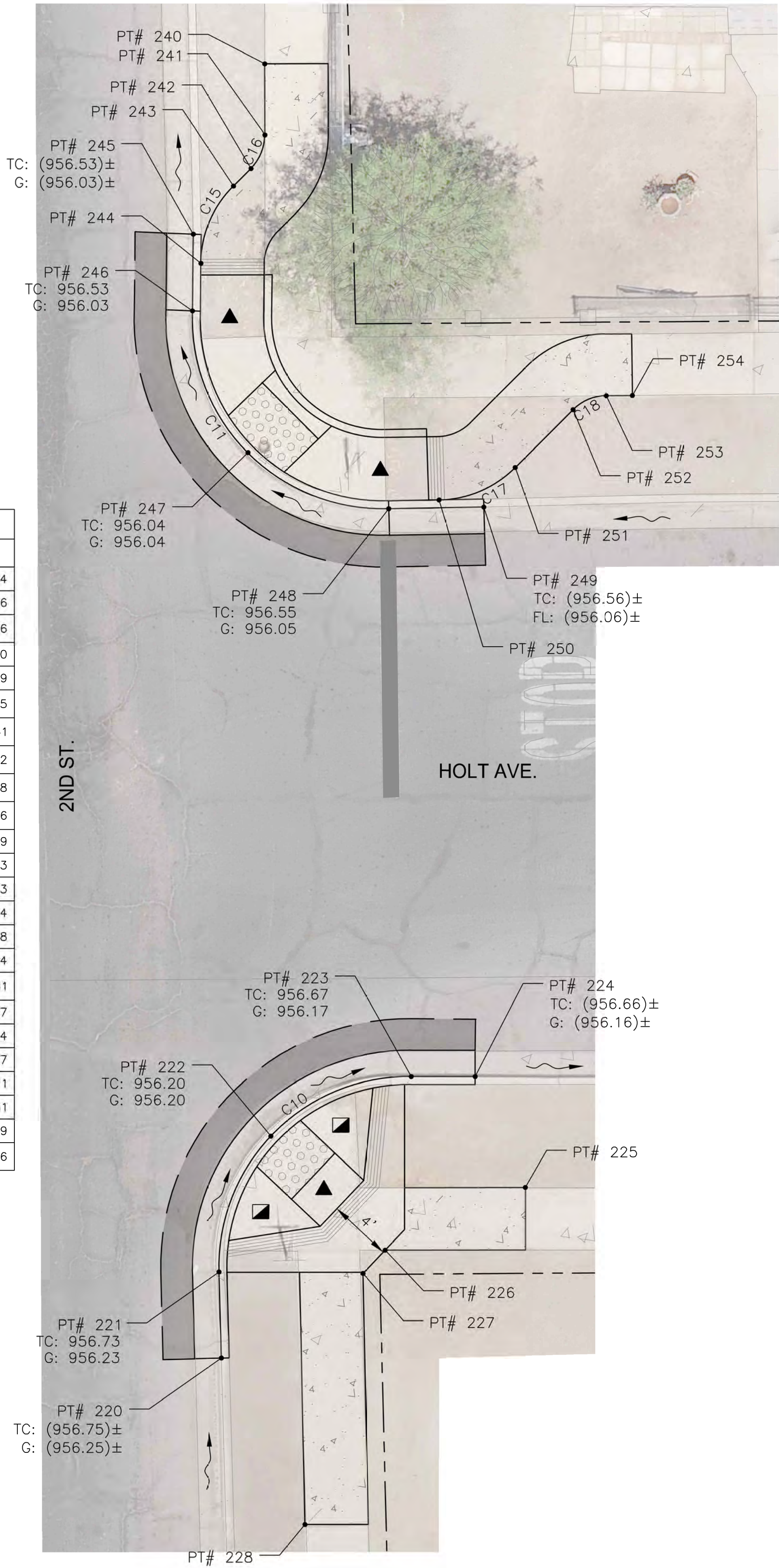
DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	STK-01.03
SCALE: 1"=5'			

REVISION BY CITY OF EL CENTRO		REV BY	CHK BY	DATE
DESCRIPTION				
NO.				

S/W CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C15	5.42'	7.00'	44°24'13"
C16	2.36'	3.00'	45°07'07"
C17	5.38'	7.00'	43°59'48"
C18	2.32'	3.00'	44°21'28"

F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C10	19.30'	12.00'	92°10'01"
C11	19.73'	12.00'	94°12'01"

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
220	MATCH EXST	1867097.8272	6778008.4064
221	BCR	1867103.2639	6778008.2596
222	C/L OF RAMP	1867111.8312	6778011.5346
223	ECR	1867115.5872	6778020.3850
224	MATCH EXST	1867115.5864	6778024.4149
225	NEW S/W MATCH EXST	1867108.5937	6778027.5825
226	NEW S/W	1867104.6352	6778018.7341
227	NEW S/W	1867103.1669	6778017.3462
228	NEW S/W MATCH EXST	1867087.3213	6778013.6808
240	NEW S/W MATCH EXST	1867179.5192	6778011.1496
241	PC	1867175.0311	6778011.1589
242	PT	1867172.9035	6778010.2803
243	PC	1867171.7956	6778009.1723
244	PT	1867166.9187	6778007.1224
245	MATCH EXST	1867168.7619	6778006.6418
246	BCR	1867163.9218	6778006.5914
247	C/L OF RAMP	1867154.9824	6778010.0931
248	ECR	1867151.4310	6778018.9637
249	MATCH EXST	1867151.5361	6778024.9634
250	PC	1867151.9867	6778022.1427
251	PT	1867154.0355	6778026.9471
252	PC	1867157.6865	6778030.5981
253	PT	1867158.5650	6778032.6859
254	NEW S/W MATCH EXST	1867158.5834	6778034.3346

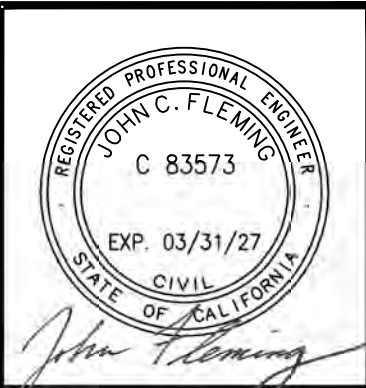


- LEGEND
- ▲ 12:1 MAX SLOPE
 - ▣ 10:1 MAX SLOPE AT CURB
 - ▤ TRUNCATED DOMES

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	31	47	

F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C12	19.03'	12.00'	90°52'12"
C13	19.03'	12.00'	90°52'12"

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
270	BCR	1867517.9613	6777850.5950
271	C/L OF RAMP	1867521.3604	6777859.2111
272	ECR	1867529.8955	6777862.8403
273	NEW S/W MATCH EXST	1867544.3913	6777855.9305
274	NEW S/W MATCH EXST	1867525.0350	6777842.0008
275	NEW S/W	1867528.7689	6777852.2260
276	MATCH EXST	1867517.9691	6777846.1641
277	MATCH EXST	1867544.0450	6777862.6880
280	MATCH EXST	1867518.8124	6777912.0235
281	C/L OF RAMP	1867522.4416	6777903.4883
282	MATCH EXST	1867531.0577	6777900.0892
283	NEW S/W MATCH EXST	1867544.7805	6777906.9457
284	NEW S/W MATCH EXST	1867526.0310	6777929.4520
285	NEW S/W	1867529.8189	6777910.8392



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2ND ST. STAKING PLAN

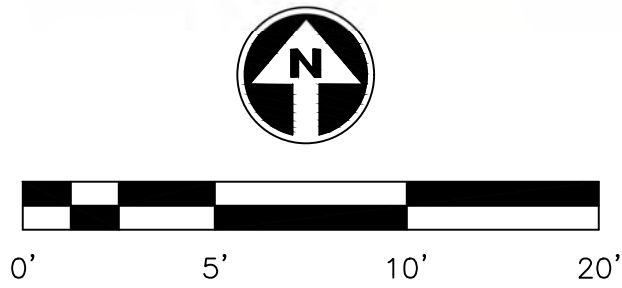
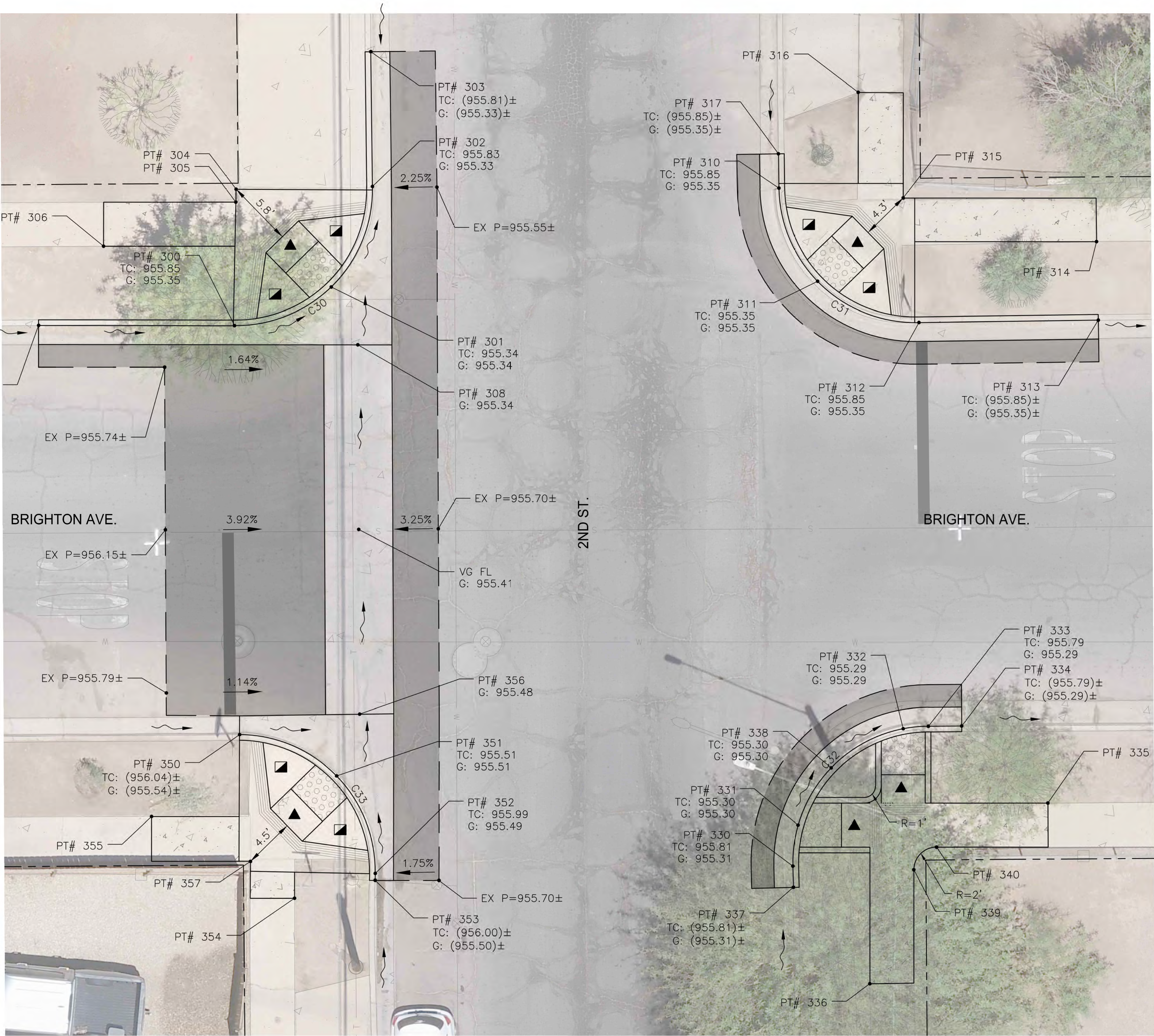
CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	STK-01.04

REVISION BY CITY OF EL CENTRO		REV BY	CHK BY	DATE
NO.	DESCRIPTION			

F/C CURVE DATA				
CURVE #	LENGTH	RADIUS	DELTA	
C30	19.23'	12.00'	91°50'20"	
C31	18.98'	12.00'	90°37'59"	
C32	19.08'	12.00'	91°07'01"	
C33	19.00'	12.00'	90°43'39"	



LEGEND	
▲	12:1 MAX SLOPE
▣	10:1 MAX SLOPE AT CURB
▤	TRUNCATED DOMES

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	32	47	

CONTROL POINTS				
POINT #	DESCRIPTION	NORTHING	EASTING	
300	BCR	1867881.0629	6777848.4074	
301	C/L OF RAMP	1867884.4637	6777856.9150	
302	ECR	1867893.3102	6777860.5418	
303	MATCH EXST	1867905.1714	6777860.3932	
304	NEW S/W MATCH EXST	1867893.0621	6777848.5444	
305	NEW S/W	1867891.9354	6777848.5214	
306	NEW S/W MATCH EXST	1867888.0509	6777836.8931	
307	MATCH EXST	1867881.0877	6777831.1791	
308	FL VG MATCH EXST	1867870.3207	6777859.3031	
310	BCR	1867893.1600	6777896.2877	
311	C/L OF RAMP	1867884.9665	6777899.6880	
312	ECR	1867881.3411	6777908.5961	
313	MATCH EXST	1867881.5603	6777924.3680	
314	NEW S/W MATCH EXST	1867888.4560	6777924.2130	
315	NEW S/W	1867892.2988	6777907.2179	
316	NEW S/W MATCH EXST	1867901.5959	6777903.2550	
317	MATCH EXST	1867896.1900	6777896.2430	
330	BCR	1867833.5042	6777897.5051	
331	C/L OF RAMP	1867837.1198	6777897.9655	
332	C/L OF RAMP	1867845.5948	6777907.2186	
333	ECR	1867845.8137	6777909.4247	
334	MATCH EXST	1867845.8389	6777912.3584	
335	NEW S/W MATCH EXST	1867839.0555	6777919.9355	
336	NEW S/W MATCH EXST	1867823.1582	6777904.2806	
337	MATCH EXST	1867831.6464	6777897.5531	
338	CURVE MIDPOINT	1867842.1618	6777900.8806	
339	PC	1867833.1840	6777908.1470	
340	PT	1867835.1840	6777910.1470	
350	MATCH EXST	1867845.0756	6777848.8545	
351	C/L OF RAMP	1867841.4464	6777857.3912	
352	ECR	1867832.8617	6777860.7909	
353	MATCH EXST	1867832.2642	6777860.7805	
354	NEW S/W MATCH EXST	1867830.6834	6777853.6830	
355	NEW S/W MATCH EXST	1867837.8721	6777841.1166	
356	FL VG MATCH EXST	1867853.2018	6777859.3219	
357	NEW S/W	1867833.9258	6777849.8126	

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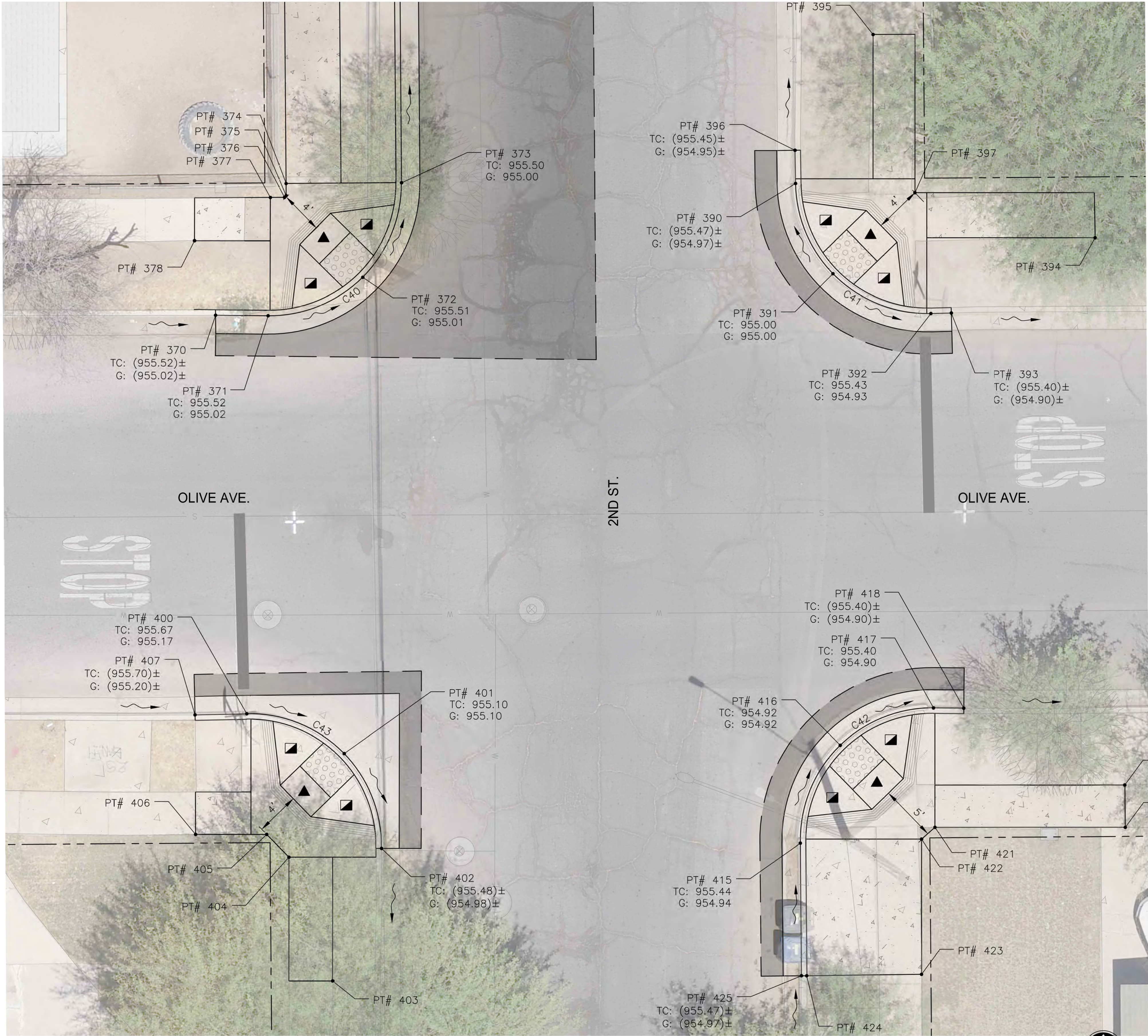
2ND ST. STAKING PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	STK-01.05
SCALE: 1"=5'			

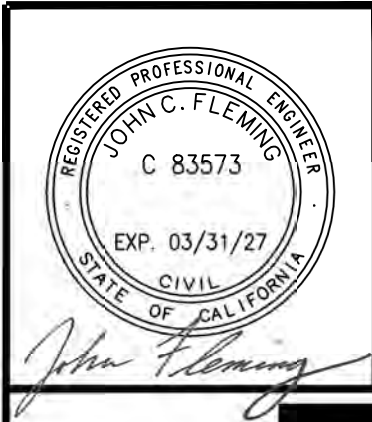
REVISION BY CITY OF EL CENTRO		REV BY	CHK BY	DATE
NO.	DESCRIPTION			



F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C40	19.08'	12.00'	91°06'17"
C41	18.98'	12.00'	90°37'59"
C42	19.28'	12.00'	92°02'05"
C43	19.36'	12.00'	92°26'30"

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	33	47	

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
370	MATCH EXST	1868241.4270	6777841.4096
371	BCR	1868241.3771	6777846.1877
372	C/L OF RAMP	1868244.8760	6777854.7944
373	ECR	1868253.4707	6777858.3238
374	NEW S/W	1868253.3973	6777847.8222
375	NEW S/W	1868252.3050	6777847.8308
376	NEW S/W	1868252.1473	6777847.6751
377	NEW S/W	1868252.1397	6777846.3965
378	NEW S/W MATCH EXST	1868248.2054	6777839.4954
390	BCR	1868253.3994	6777894.1534
391	C/L OF RAMP	1868245.2059	6777897.5537
392	ECR	1868241.5805	6777906.4618
393	MATCH EXST	1868241.6285	6777908.3197
394	NEW S/W MATCH EXST	1868248.4621	6777921.3980
395	NEW S/W MATCH EXST	1868266.9650	6777901.2080
396	MATCH EXST	1868256.4307	6777894.1087
397	NEW S/W	1868252.5749	6777905.0127
400	BCR	1868205.1802	6777844.2454
401	C/L OF RAMP	1868201.5538	6777853.1097
402	MATCH EXST	1868192.9377	6777856.5088
403	NEW S/W MATCH EXST	1868180.8740	6777852.0553
404	NEW S/W	1868192.1318	6777848.0791
405	NEW S/W	1868194.2020	6777846.0661
406	NEW S/W MATCH EXST	1868194.2020	6777839.5964
407	MATCH EXST	1868205.0759	6777839.5394
415	BCR	1868193.4002	6777894.5886
416	C/L OF RAMP	1868202.3083	6777898.2140
417	ECR	1868205.7093	6777906.7010
418	MATCH EXST	1868205.6826	6777909.4510
419	NEW S/W MATCH EXST	1868198.6887	6777924.0979
420	NEW S/W MATCH EXST	1868194.8454	6777924.1416
421	NEW S/W	1868194.8454	6777906.8301
422	NEW S/W	1868193.7731	6777905.6139
423	NEW S/W MATCH EXST	1868181.4814	6777905.6139
424	NEW S/W MATCH EXST	1868181.3463	6777895.1941
425	MATCH EXST	1868181.3463	6777894.6941



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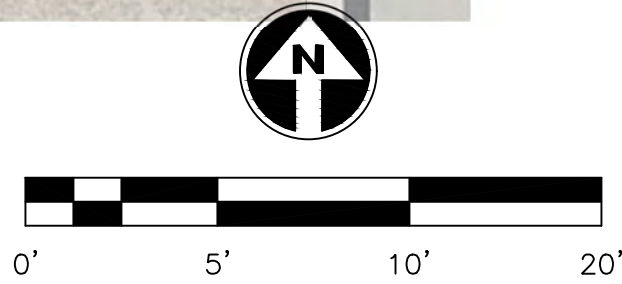
2ND ST. STAKING PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

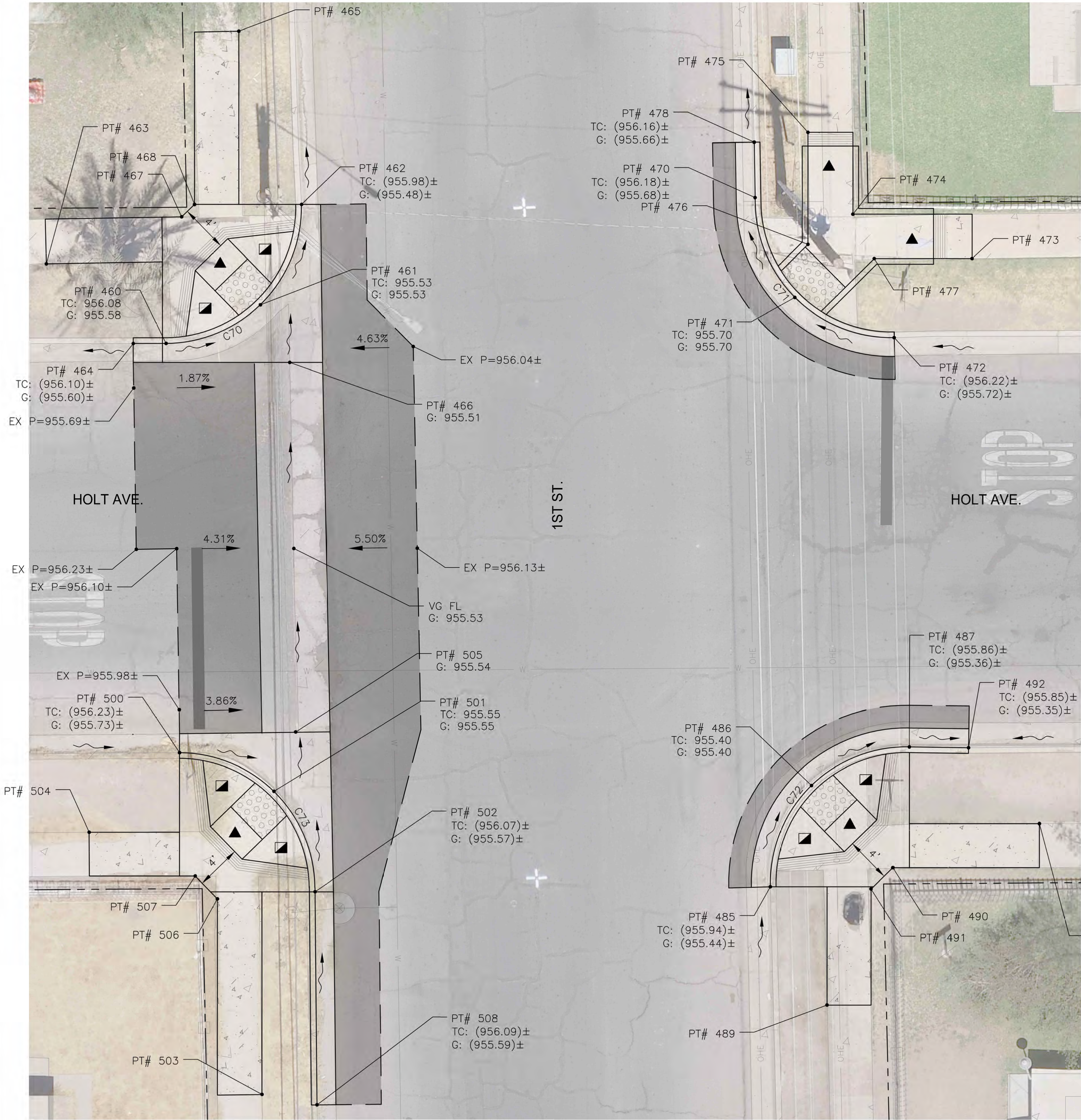
DR: RJR DES: RJR CK: JCF DRAWING SERIES NO.
DATE: 01/26/26 DATE: 01/26/26 DATE: 01/26/26
SCALE: 1"=5'

STK-01.06



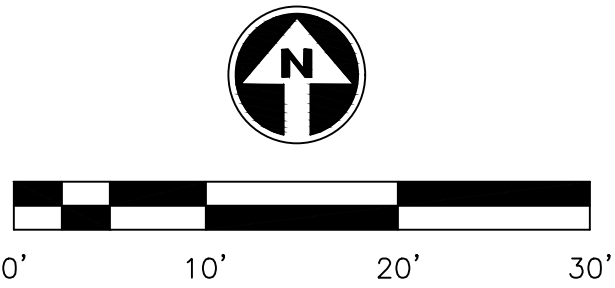
- LEGEND
- ▲ 12:1 MAX SLOPE
 - ▣ 10:1 MAX SLOPE AT CURB
 - ▤ TRUNCATED DOMES

REVISION BY CITY OF EL CENTRO		REV BY	CHK BY	DATE
DESCRIPTION				
NO.				



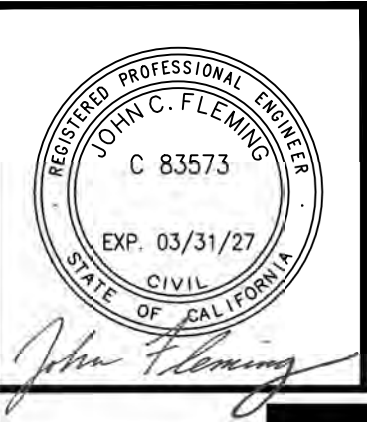
CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
460	BCR	1867155.1784	6778614.5424
461	C/L OF RAMP	1867158.5800	6778622.8954
462	MATCH EXST	1867167.4265	6778626.5222
463	NEW S/W MATCH EXST	1867162.1959	6778604.0455
464	MATCH EXST	1867155.1742	6778611.7010
465	NEW S/W MATCH EXST	1867182.6853	6778620.9917
466	FL VG MATCH EXST	1867153.5042	6778626.9255
467	NEW S/W	1867166.3284	6778615.9650
468	NEW S/W	1867167.4265	6778617.0929
470	BCR	1867168.0035	6778666.4774
471	C/L OF RAMP	1867159.2294	6778669.9613
472	MATCH EXST	1867155.6903	6778678.7132
473	NEW S/W MATCH EXST	1867162.6598	6778685.5730
474	NEW S/W	1867166.5674	6778675.0781
475	NEW S/W MATCH EXST	1867173.7674	6778671.1200
476	NEW S/W	1867163.9053	6778671.1200
477	NEW S/W	1867162.6598	6778676.9601
478	MATCH EXST	1867172.9037	6778666.4238
485	MATCH EXST	1867107.3399	6778667.8083
486	C/L OF RAMP	1867116.2480	6778671.4337
487	BCR	1867119.6471	6778680.0498
488	NEW S/W MATCH EXST	1867112.8923	6778691.5029
489	NEW S/W MATCH EXST	1867096.9221	6778672.8033
490	NEW S/W	1867109.0159	6778678.5918
491	NEW S/W	1867107.1452	6778676.6702
492	MATCH EXST	1867119.5800	6778685.2620
500	MATCH EXST	1867119.1410	6778615.7761
501	C/L OF RAMP	1867115.7406	6778624.0839
502	ECR	1867106.8957	6778627.7119
503	NEW S/W MATCH EXST	1867089.0469	6778623.0365
504	NEW S/W MATCH EXST	1867112.1391	6778607.8162
505	FL VG MATCH EXST	1867120.9676	6778627.6315
506	NEW S/W	1867106.2716	6778619.1076
507	NEW S/W	1867108.2776	6778617.1548
508	MATCH EXST	1867088.1291	6778627.8729

- LEGEND**
- ▲ 12:1 MAX SLOPE
 - ▣ 10:1 MAX SLOPE AT CURB
 - ▤ TRUNCATED DOMES



F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	34	47	

F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C70	19.08'	12.00'	91°06'01"
C71	19.41'	12.00'	92°39'09"
C72	19.40'	12.00'	92°39'03"
C73	19.03'	12.00'	90°52'39"



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1ST ST STAKING PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

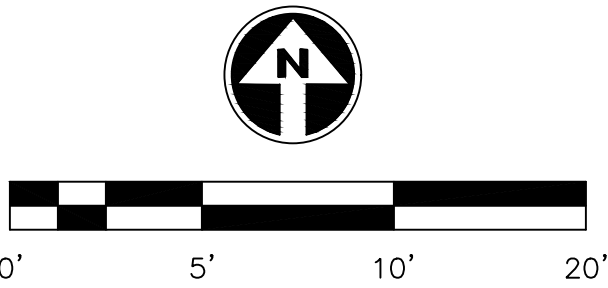
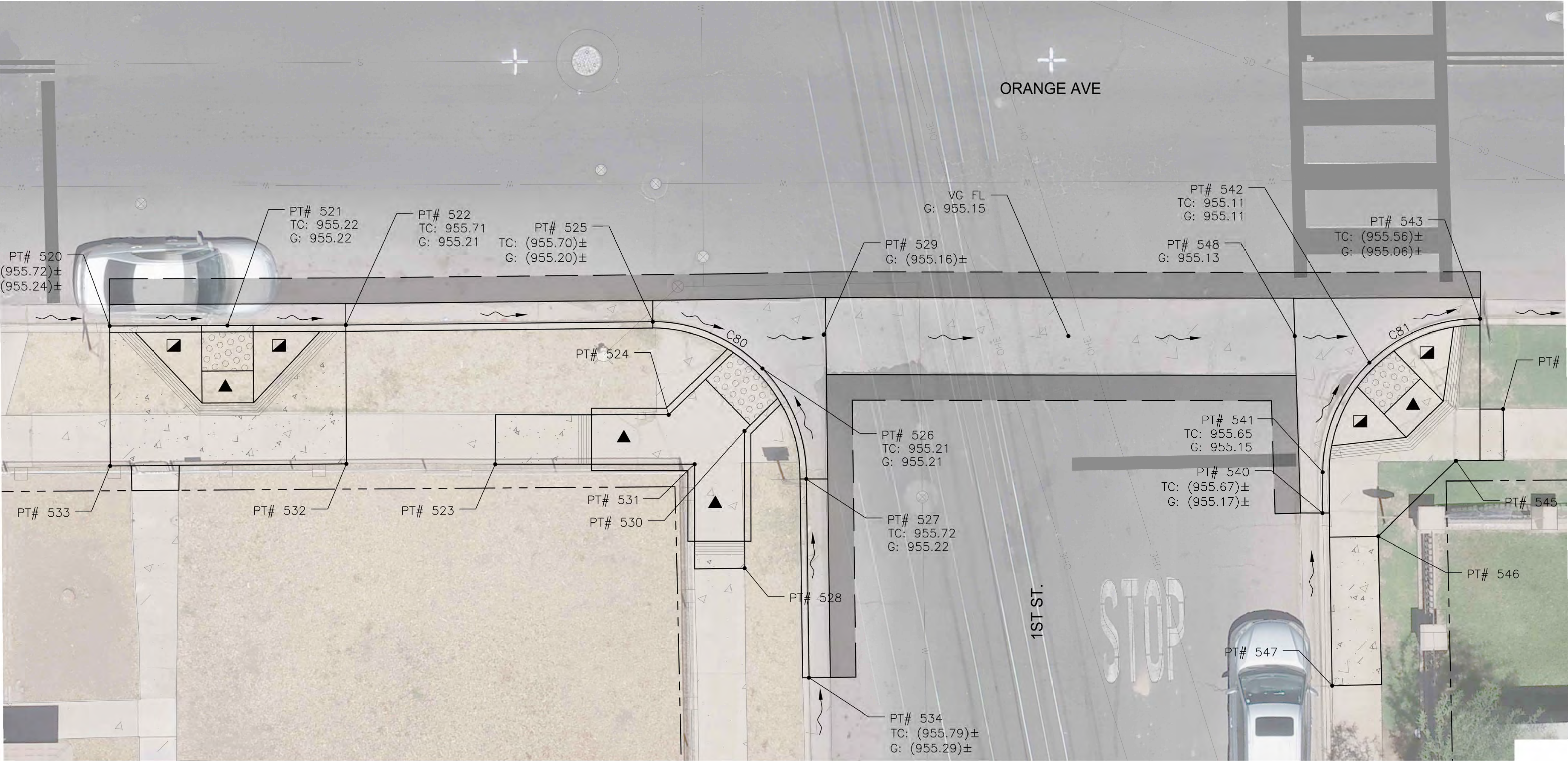
DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	STK-01.07
SCALE: 1"=5'			

REVISION BY CITY OF EL CENTRO		REV BY	CHKD BY	DATE
NO.	DESCRIPTION			

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	35	47	

F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C80	19.03'	12.00'	90°52'39"
C81	19.04'	12.00'	90°54'12"

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
520	MATCH EXST	1867482.1430	6778565.5149
521	C/L OF RAMP	1867482.1802	6778574.6852
522	RAMP END	1867482.2175	6778583.8882
523	NEW S/W MATCH EXST	1867471.3916	6778595.5389
524	NEW S/W	1867475.2293	6778609.0326
525	BCR	1867482.4763	6778607.7960
526	C/L OF RAMP	1867478.8471	6778616.3327
527	ECR	1867470.2310	6778619.7318
528	NEW S/W MATCH EXST	1867463.2972	6778614.9447
529	FL VG	1867481.4792	6778621.0960
530	NEW S/W	1867473.9905	6778614.9279
531	NEW S/W	1867471.3916	6778611.0352
532	NEW S/W	1867471.4162	6778583.9320
533	NEW S/W	1867471.2554	6778565.5591
534	MATCH EXST	1867454.7668	6778619.9449
540	MATCH EXST	1867467.5750	6778659.9300
541	BCR	1867470.7676	6778659.9450
542	C/L OF RAMP	1867479.3097	6778663.5742
543	MATCH EXST	1867482.7088	6778672.1903
544	NEW S/W MATCH EXST	1867475.6740	6778673.9937
545	NEW S/W	1867471.6625	6778670.3060
546	NEW S/W	1867465.7819	6778664.2653
547	NEW S/W MATCH EXST	1867454.1464	6778660.6843
548	FL VG	1867481.3742	6778657.7674



- LEGEND
- ▲ 12:1 MAX SLOPE
 - ▴ 10:1 MAX SLOPE AT CURB
 - ▢ TRUNCATED DOMES

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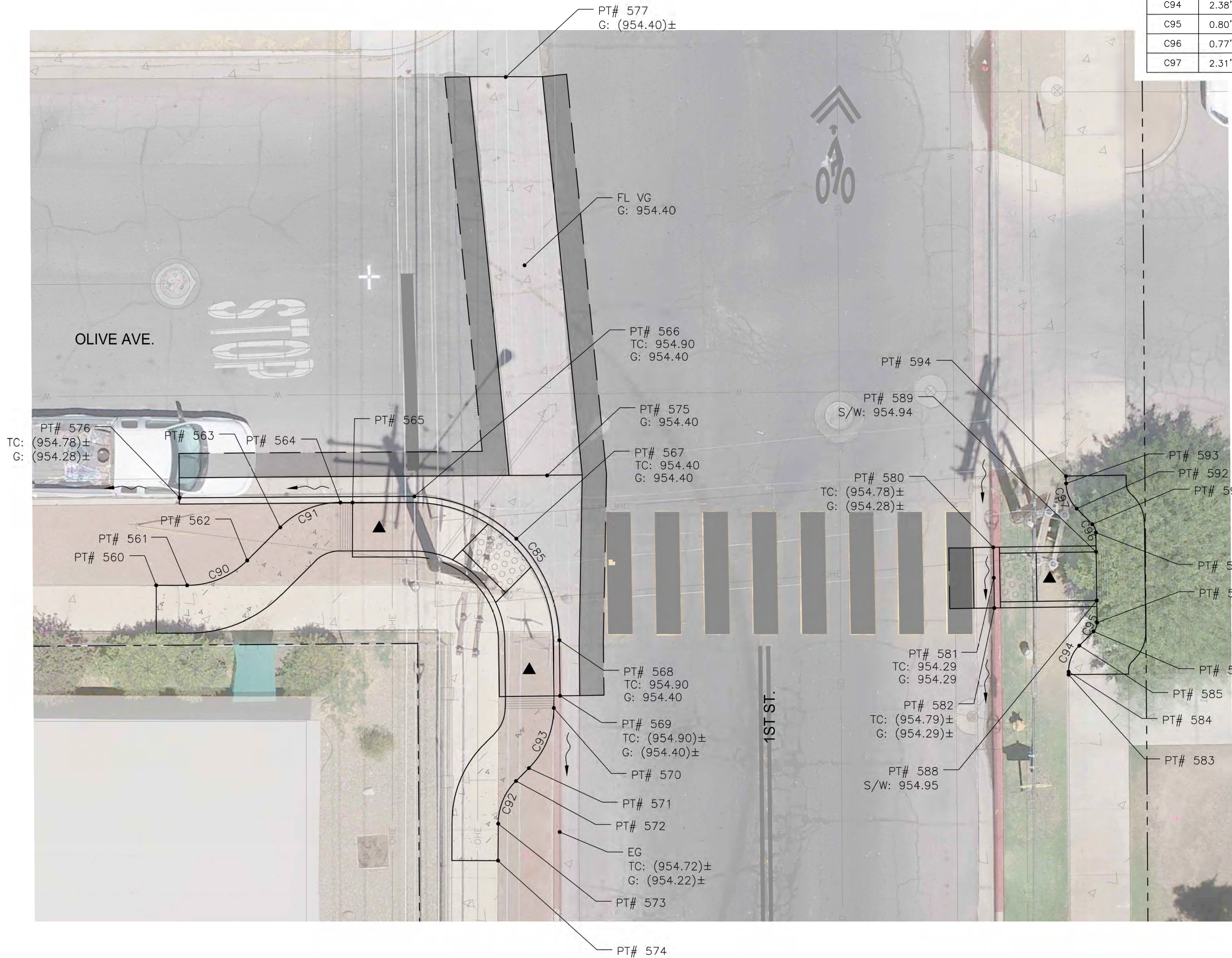
1ST ST STAKING PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	STK-01.08
SCALE: 1"=5'			

REVISION BY CITY OF EL CENTRO		REV BY	CHKD BY	DATE
NO.	DESCRIPTION			



F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C85	18.63'	12.00'	88°56'46"

S/W CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C90	5.49'	7.00'	44°58'36"
C91	5.50'	7.00'	45°01'21"
C92	3.91'	5.00'	44°44'57"
C93	5.50'	7.00'	45°01'21"
C94	2.38'	3.00'	45°26'02"
C95	0.80'	1.00'	45°44'32"
C96	0.77'	1.00'	44°15'28"
C97	2.31'	3.00'	44°02'12"

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	36	47	

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
560	NEW S/W MATCH EXST	1868202.4518	6778540.6220
561	PC	1868202.4528	6778543.1743
562	PT	1868204.5031	6778548.1212
563	PC	1868207.2249	6778550.8430
564	PT	1868209.2752	6778555.7956
565	NEW S/W	1868209.2748	6778556.7956
566	BCR	1868209.7728	6778561.8931
567	C/L OF RAMP	1868206.2911	6778570.2837
568	ECR	1868197.9320	6778573.8304
569	MATCH EXST	1868193.3580	6778573.8910
570	PC	1868192.3541	6778573.3739
571	PT	1868187.4016	6778571.3237
572	PC	1868186.3365	6778570.2586
573	PT	1868182.8229	6778568.7942
574	NEW S/W MATCH EXST	1868179.7746	6778568.7808
575	FL VG	1868211.5013	6778572.8210
576	MATCH EXST	1868209.6415	6778542.5235
577	FL VG MATCH EXST	1868244.3156	6778569.4381
580	MATCH EXST	1868205.5814	6778609.5797
581	C/L OF RAMP	1868203.0773	6778609.6203
582	MATCH EXST	1868200.5820	6778609.6607
583	NEW S/W MATCH EXST	1868195.0958	6778615.7825
584	PC	1868195.3398	6778615.7806
585	PT	1868197.4839	6778616.6592
586	PC	1868198.6591	6778617.8344
587	PT	1868199.3791	6778618.1272
588	NEW S/W	1868201.2022	6778618.1036
589	NEW S/W	1868205.2019	6778618.0518
590	PC	1868206.7921	6778618.0312
591	PT	1868207.4863	6778617.7383
592	PC	1868208.7727	6778616.4519
593	PT	1868210.8436	6778615.5736
594	NEW S/W MATCH EXST	1868211.4429	6778615.5635

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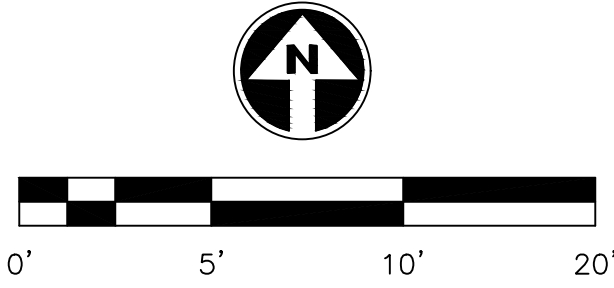
1ST ST STAKING PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR | DES: RJR | CK: JCF | DRAWING SERIES NO.
DATE: 01/26/26 | DATE: 01/26/26 | DATE: 01/26/26
SCALE: 1"=5'

STK-01.09



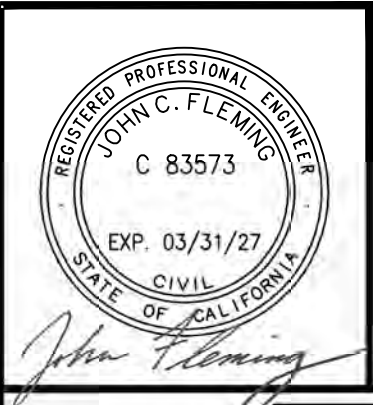
- LEGEND
- ▲ 12:1 MAX SLOPE
 - ▤ 10:1 MAX SLOPE AT CURB
 - ▤ TRUNCATED DOMES

REVISION BY CITY OF EL CENTRO		REV BY	CHKD BY	DATE
NO.	DESCRIPTION			

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	37	47	

F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C100	19.34'	12.00'	92°21'24"
C101	18.98'	12.00'	90°37'59"
C102	19.40'	12.00'	92°39'03"
C103	19.03'	12.00'	90°52'39"

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
590	MATCH EXST	1867159.9710	6779275.7858
591	C/L OF RAMP	1867163.4841	6779284.5175
592	MATCH EXST	1867172.2165	6779288.0287
593	NEW S/W MATCH EXST	1867166.7871	6779259.1040
594	NEW S/W MATCH EXST	1867179.6923	6779280.7192
595	NEW S/W	1867170.7201	6779276.8207
600	BCR	1867172.0520	6779324.0449
601	C/L OF RAMP	1867163.8585	6779327.4452
602	ECR	1867160.2332	6779336.3533
603	MATCH EXST	1867160.2811	6779338.2112
604	NEW S/W MATCH EXST	1867167.3389	6779344.4928
605	NEW S/W	1867171.1671	6779335.9804
606	NEW S/W	1867172.4746	6779334.7296
607	NEW S/W MATCH EXST	1867178.3604	6779330.8778
608	MATCH EXST	1867175.0834	6779324.0002
615	MATCH EXST	1867111.9254	6779325.1462
616	C/L OF RAMP	1867120.6966	6779328.6333
617	ECR	1867124.2326	6779337.3877
618	NEW S/W MATCH EXST	1867117.4083	6779344.1186
619	NEW S/W	1867113.5122	6779337.2490
620	NEW S/W	1867112.4886	6779336.2312
621	NEW S/W MATCH EXST	1867102.9333	6779332.3332
622	MATCH EXST	1867124.1931	6779351.7381
625	MATCH EXST	1867123.6673	6779277.1796
626	C/L OF RAMP	1867120.0381	6779285.7163
627	MATCH EXST	1867111.4220	6779289.1154
628	NEW S/W MATCH EXST	1867100.8252	6779282.3259
629	NEW S/W	1867111.4220	6779278.5817
630	NEW S/W	1867112.8830	6779277.1811
631	NEW S/W MATCH EXST	1867116.7649	6779271.7042



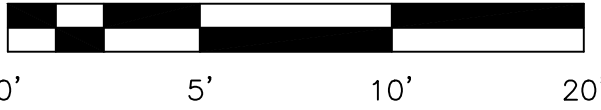
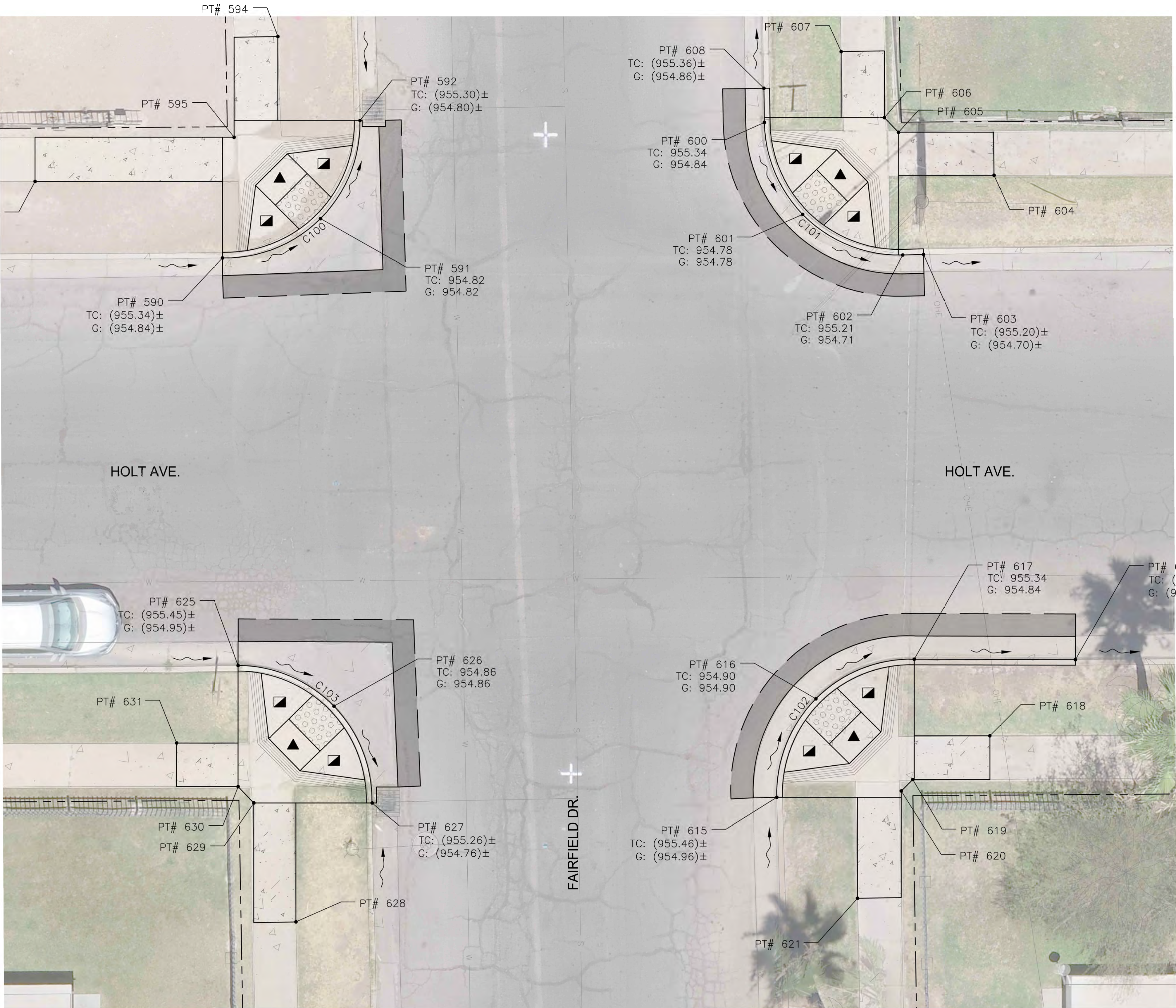
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FAIRFIELD DR. STAKING PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	STK-01.10
SCALE: 1"=5'			



LEGEND

- ▲ 12:1 MAX SLOPE
- ▣ 10:1 MAX SLOPE AT CURB
- ▤ TRUNCATED DOMES

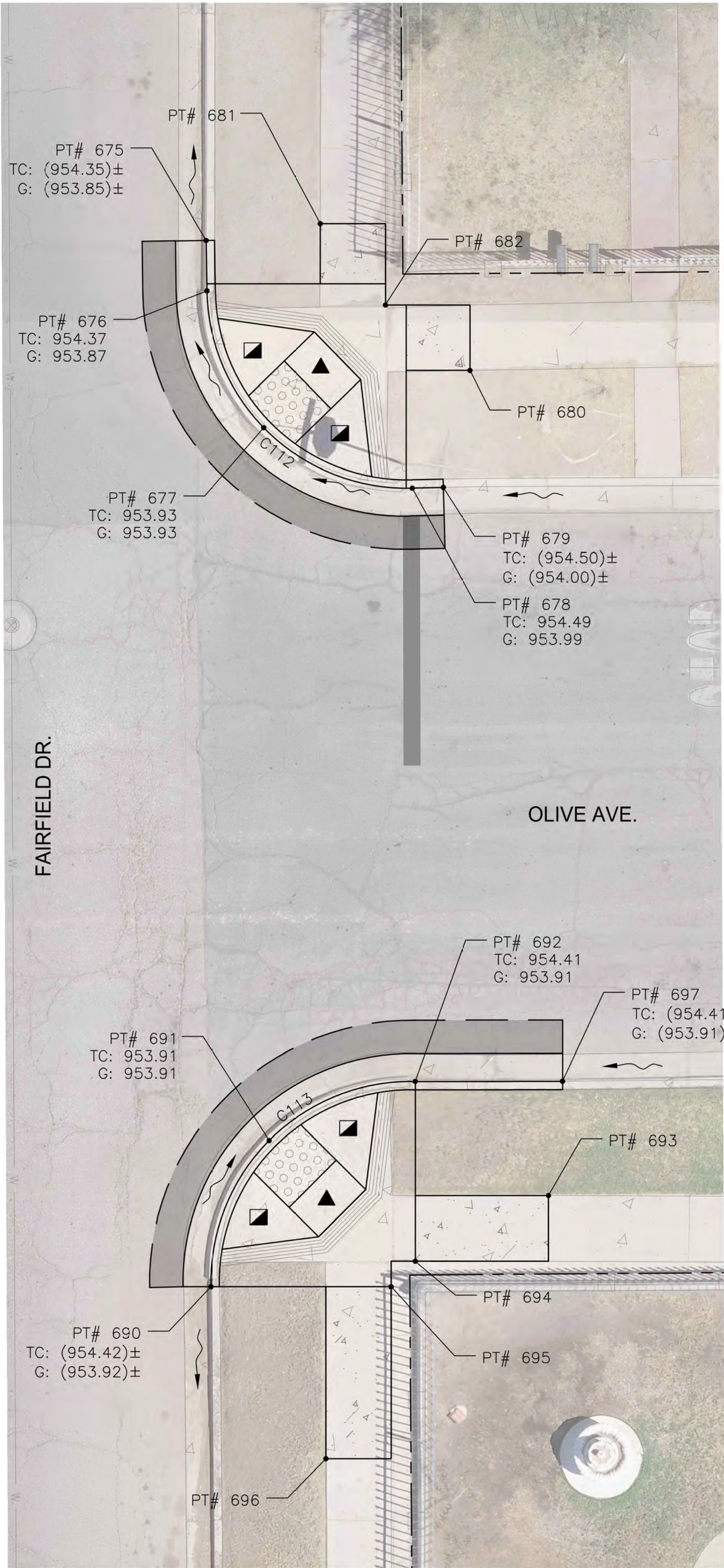
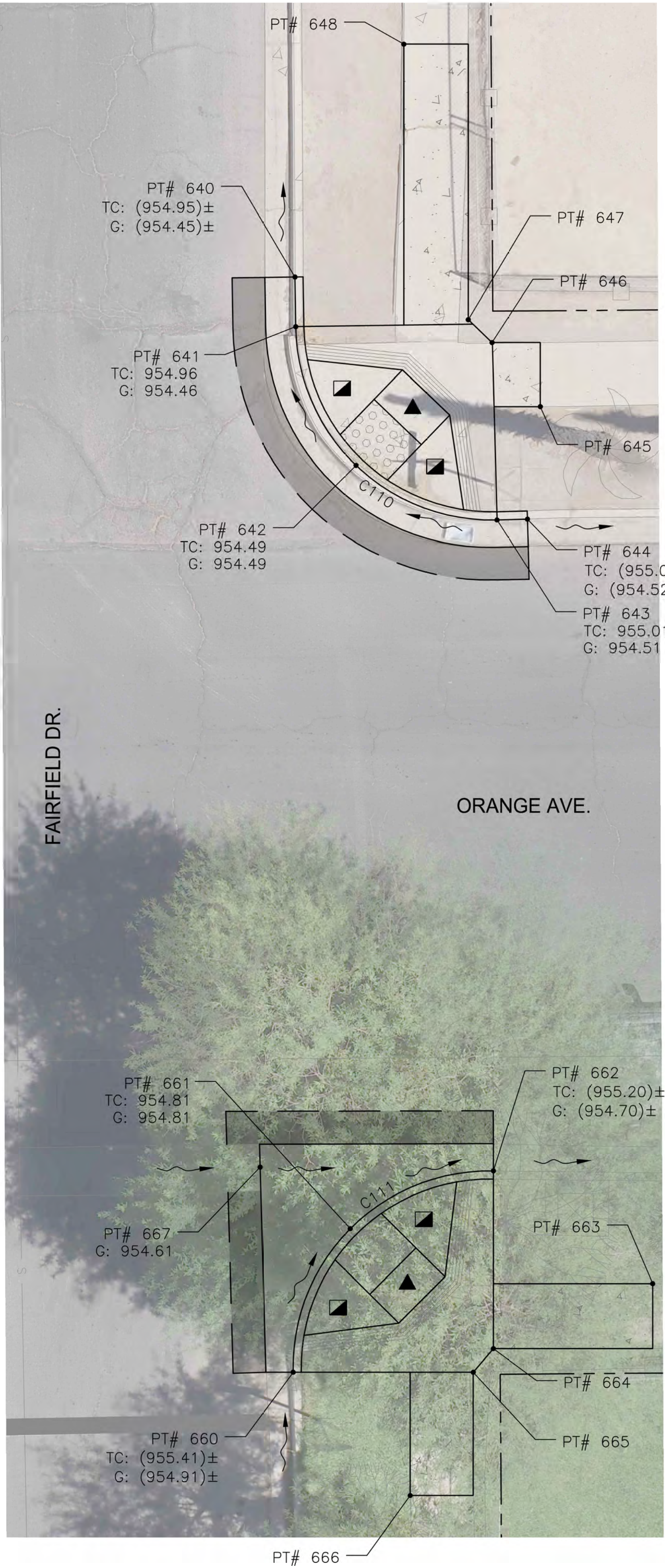
F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	38	47	

F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C112	18.98'	12.00'	90°37'59"
C113	19.40'	12.00'	92°39'03"

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
675	MATCH EXST	1868264.8933	6779312.5537
676	BCR	1868261.8620	6779312.5984
677	C/L OF RAMP	1868253.6685	6779315.9987
678	ECR	1868250.0431	6779324.9068
679	MATCH EXST	1868250.0911	6779326.7647
680	NEW S/W MATCH EXST	1868257.0932	6779328.3614
681	NEW S/W MATCH EXST	1868265.9001	6779319.3875
682	NEW S/W	1868261.0271	6779323.2942
690	MATCH EXST	1868202.1668	6779312.8396
691	C/L OF RAMP	1868210.9381	6779316.3267
692	ECR	1868214.4740	6779325.0811
693	NEW S/W MATCH EXST	1868207.6390	6779333.0628
694	NEW S/W	1868203.6970	6779325.0811
695	NEW S/W	1868202.1668	6779323.6375
696	NEW S/W MATCH EXST	1868191.8593	6779319.7307
697	MATCH EXST	1868214.4870	6779333.9063

F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C110	18.98'	12.00'	90°37'59"
C111	19.40'	12.00'	92°39'03"

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
640	MATCH EXST	1867541.9694	6779317.2105
641	BCR	1867538.9380	6779317.2555
642	C/L OF RAMP	1867530.4595	6779320.9426
643	ECR	1867527.1192	6779329.5637
644	MATCH EXST	1867527.1672	6779331.4215
645	NEW S/W MATCH EXST	1867534.0453	6779332.2096
646	NEW S/W	1867537.9651	6779329.2609
647	NEW S/W	1867539.3649	6779327.8031
648	NEW S/W MATCH EXST	1867556.2030	6779323.8652
660	MATCH EXST	1867475.0139	6779317.0992
661	C/L OF RAMP	1867483.7861	6779320.5872
662	MATCH EXST	1867487.3211	6779329.3406
663	NEW S/W MATCH EXST	1867480.4311	6779339.0764
664	NEW S/W	1867476.4487	6779329.3406
665	NEW S/W	1867475.0139	6779328.1095
666	NEW S/W MATCH EXST	1867467.4732	6779324.2559
667	FL VG MATCH EXST	1867487.5206	6779315.0704

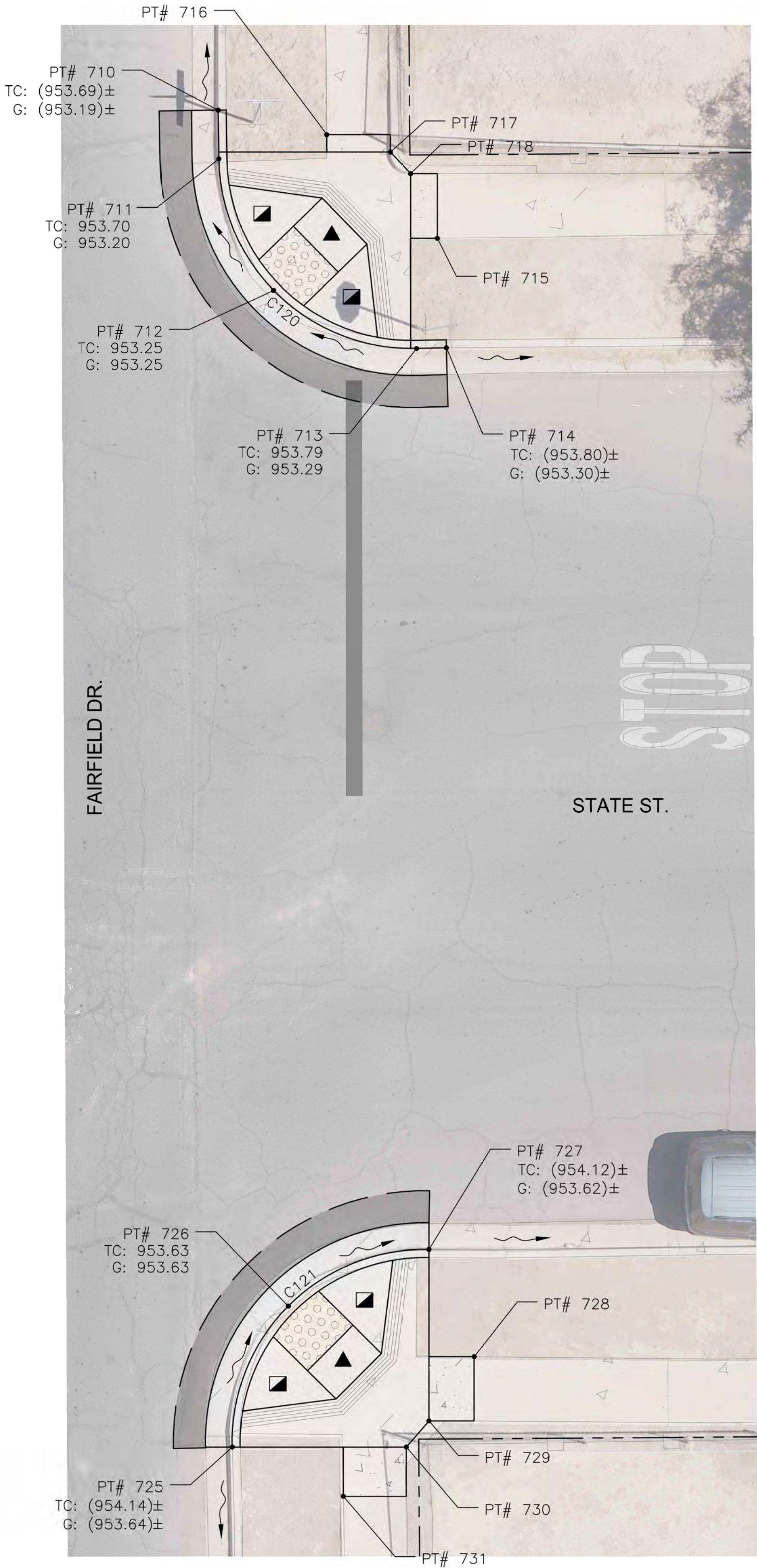
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LEGEND

- ▲ 12:1 MAX SLOPE
 ▣ 10:1 MAX SLOPE AT CURB
 [Pattern] TRUNCATED DOMES

DR: RJR	DES: RJR	CK: JCF	DRAWING SERIES NO.
DATE: 01/26	DATE: 01/26	DATE: 01/26	
SCALE: 1"=5'			STK-01.11

REVISION BY CITY OF EL CENTRO			
NO.	DESCRIPTION	REV BY	CHKD BY



F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	39	47	

F/C CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C120	18.98'	12.00'	90°37'59"
C121	19.40'	12.00'	92°39'03"

CONTROL POINTS			
POINT #	DESCRIPTION	NORTHING	EASTING
710	MATCH EXST	1868645.6811	6779309.7879
711	BCR	1868642.6497	6779309.8326
712	C/L OF RAMP	1868634.4562	6779313.2329
713	ECR	1868630.8309	6779322.1410
714	MATCH EXST	1868630.8788	6779323.9989
715	NEW S/W MATCH EXST	1868637.6987	6779323.4340
716	NEW S/W MATCH EXST	1868644.1588	6779316.5473
717	NEW S/W	1868643.0723	6779320.5115
718	NEW S/W	1868641.7212	6779321.7681
725	MATCH EXST	1868562.3920	6779310.6688
726	C/L OF RAMP	1868571.1633	6779314.1559
727	MATCH EXST	1868574.6992	6779322.9103
728	NEW S/W MATCH EXST	1868568.0242	6779325.7281
729	NEW S/W	1868564.0263	6779322.9103
730	NEW S/W	1868562.3920	6779321.4997
731	NEW S/W MATCH EXST	1868559.3303	6779317.5778

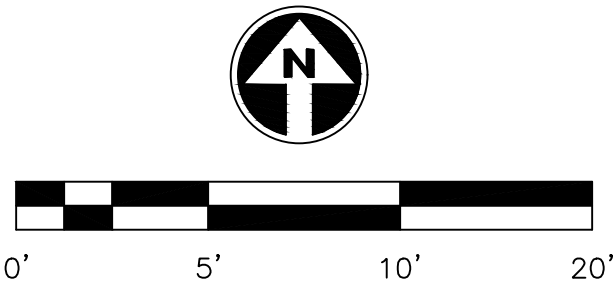
501 N. 44TH ST
SUITE 300
PHOENIX, AZ 85008
PH: 602-454-0402
www.tygsa.com

FAIRFIELD DR. STAKING PLAN

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

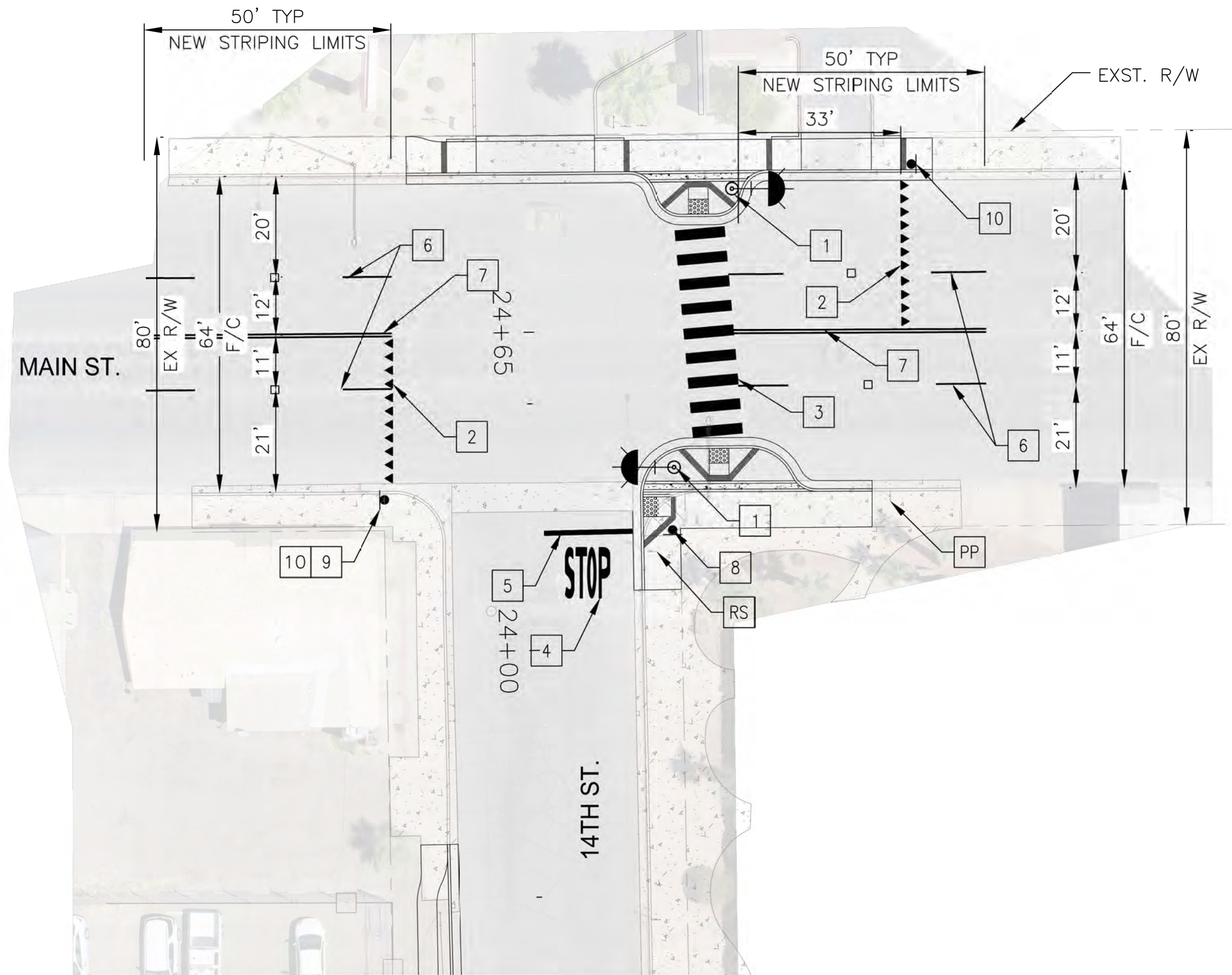
CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: RJR	DES: RJR	CHK: JCF	DRAWING SERIES NO.
DATE: 01/26/26	DATE: 01/26/26	DATE: 01/26/26	STK-01.12
SCALE: 1"=5'			



- LEGEND**
- ▲ 12:1 MAX SLOPE
 - ▣ 10:1 MAX SLOPE AT CURB
 - ▤ TRUNCATED DOMES

REVISION BY CITY OF EL CENTRO			
NO.	DESCRIPTION	REV BY	CHK BY



14TH ST AND MAIN ST

SCALE: 1"=20'



SIGNING AND PAVEMENT MARKING GENERAL NOTES (ALL SHEETS):

- PURCHASE AND INSTALLATION OF ALL SIGNS, PAVEMENT MARKINGS AND PAVEMENT MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL CONFORM TO THE LATEST EDITION OF THE FOLLOWING DOCUMENTS:
 - CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CAMUTCD).
 - CALTRANS STANDARD PLANS (2025).
 - CALTRANS STANDARD SPECIFICATIONS (2025).
- STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK") AND ALL CURRENT SUPPLEMENTS.
- THE PROPOSED LOCATIONS FOR NEW SIGNS AND PAVEMENT MARKINGS SHALL BE CLEARLY MARKED IN THE FIELD FOR APPROVAL BY THE CITY ENGINEER PRIOR TO INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL CONFLICTING PAVEMENT MARKINGS AND DOTS BY WATERBLASTING. OTHER METHODS SHALL REQUIRE PRIOR APPROVAL BY THE ENGINEER.
- SURFACES WHICH ARE TO RECEIVE NEW STRIPING AND PAVEMENT MARKERS SHALL BE CLEANED OF ALL DIRT AND LOOSE MATERIAL PRIOR TO INSTALLATION.
- ALL PAVEMENT MARKINGS WITHIN 50' OF INTERSECTION SHALL BE OBLITERATED AND REPLACED PER PLAN.

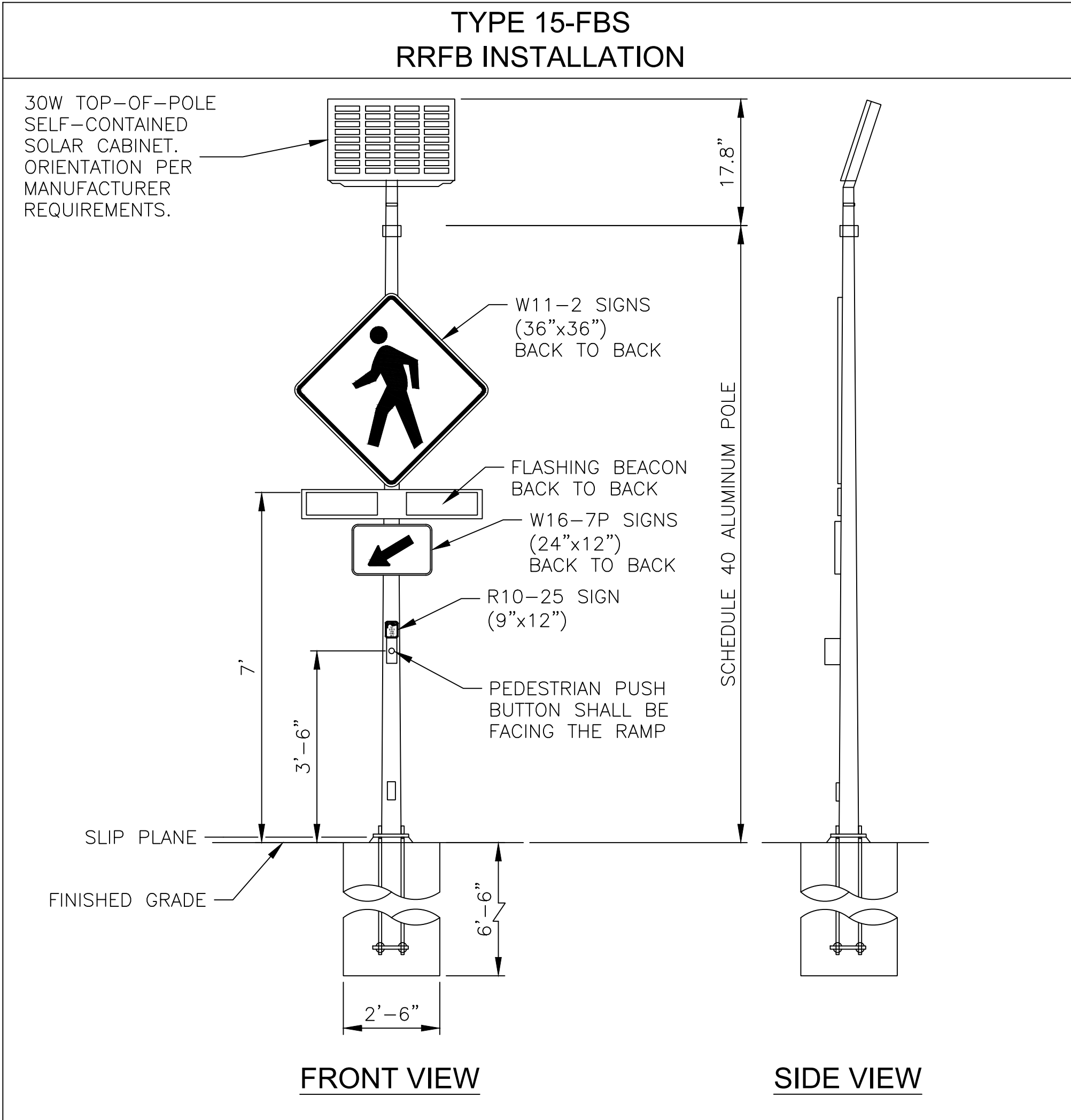
CONSTRUCTION NOTES (THIS SHEET):

- FURNISH AND INSTALL RAPID FLASHING BEACON ASSEMBLY PER DETAIL A ON THIS SHEET. THE CONTRACTOR SHALL PROGRAM THE CONTROLLER TO PROVIDE FULLY FUNCTIONAL RRFB SYSTEM.
- INSTALL YIELD LINE PER CALTRANS STANDARD PLAN A24G.
- INSTALL THERMOPLASTIC "CONTINENTAL" STYLE CROSSWALK PER CALTRANS STANDARD PLAN A24F.
- INSTALL THERMOPLASTIC "STOP" PAVEMENT LEGEND PER CALTRANS STANDARD PLAN A24D.
- INSTALL THERMOPLASTIC LIMIT LINE PER CALTRANS STANDARD PLAN A24G.
- INSTALL WHITE LANE LINE (DETAIL 9) PER CALTRANS STANDARD PLAN A20A.
- INSTALL THERMOPLASTIC YELLOW LANE LINES (DETAIL 22) PER CALTRANS STANDARD PLAN A20A.
- FURNISH AND INSTALL 36"x36" "STOP" (R1-1) SIGN PANEL ON METAL POST PER CALTRANS STANDARD PLAN RS5.
- RELOCATE STREET NAME SIGNS TO NEW STOP SIGN ON 14TH ST. REMOVE SIGN POST ASSEMBLY.
- FURNISH AND INSTALL 36"x36" "YIELD HERE TO PEDESTRIANS" SIGN PANEL ON METAL POST PER CALTRANS STANDARD PLAN RS5.
- EXISTING ROADSIDE SIGN ASSEMBLY.

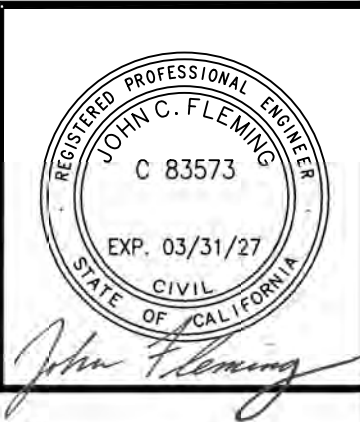
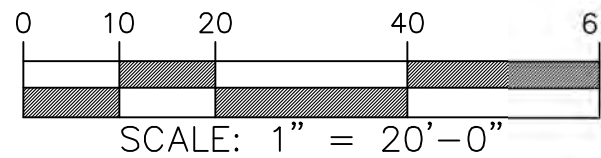
LEGEND

- PROPOSED RRFB ASSEMBLY
- EXISTING ROADSIDE SIGN
- PROPOSED ROADSIDE SIGN
- PROTECT IN PLACE

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	40	47	
01/26 DATE:					
DRAWN: LB		DESIGN: LB		CHECKED: SG	



DETAIL A



501 N. 44TH ST
SUITE 300
PHOENIX, AZ 85008
PH: 602-454-0402
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TYPPSA

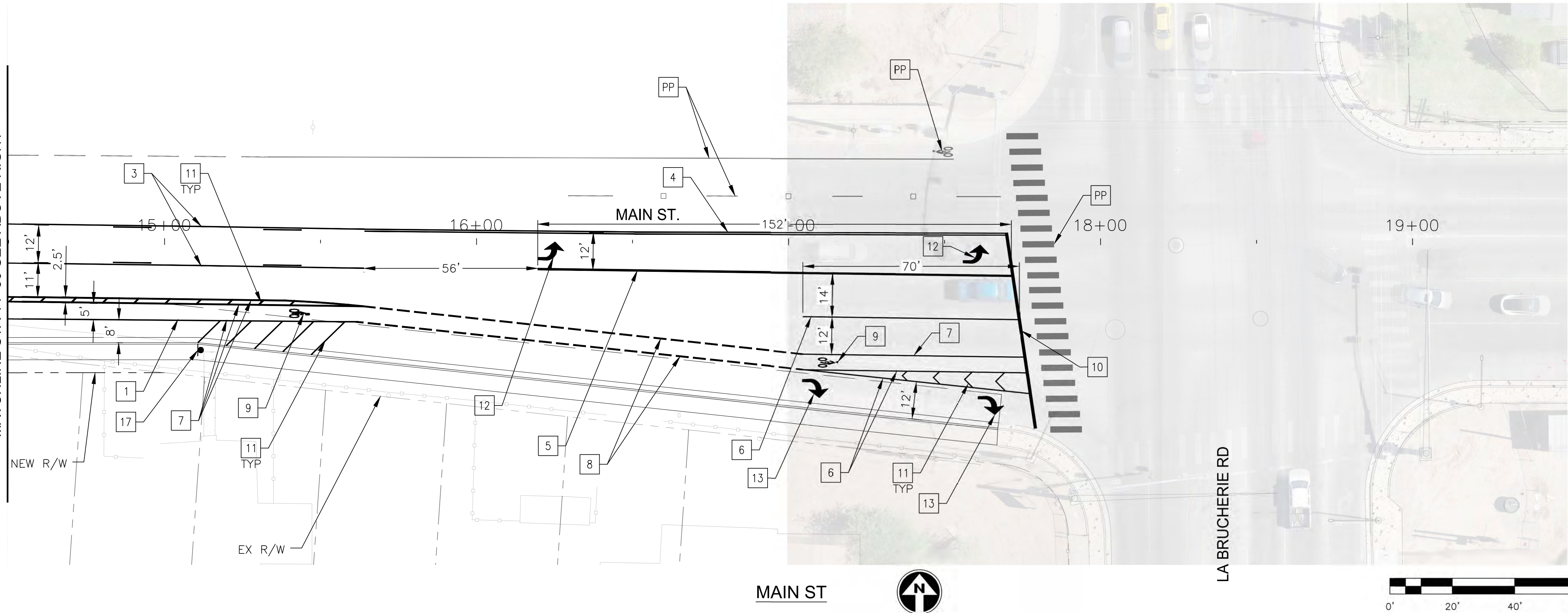
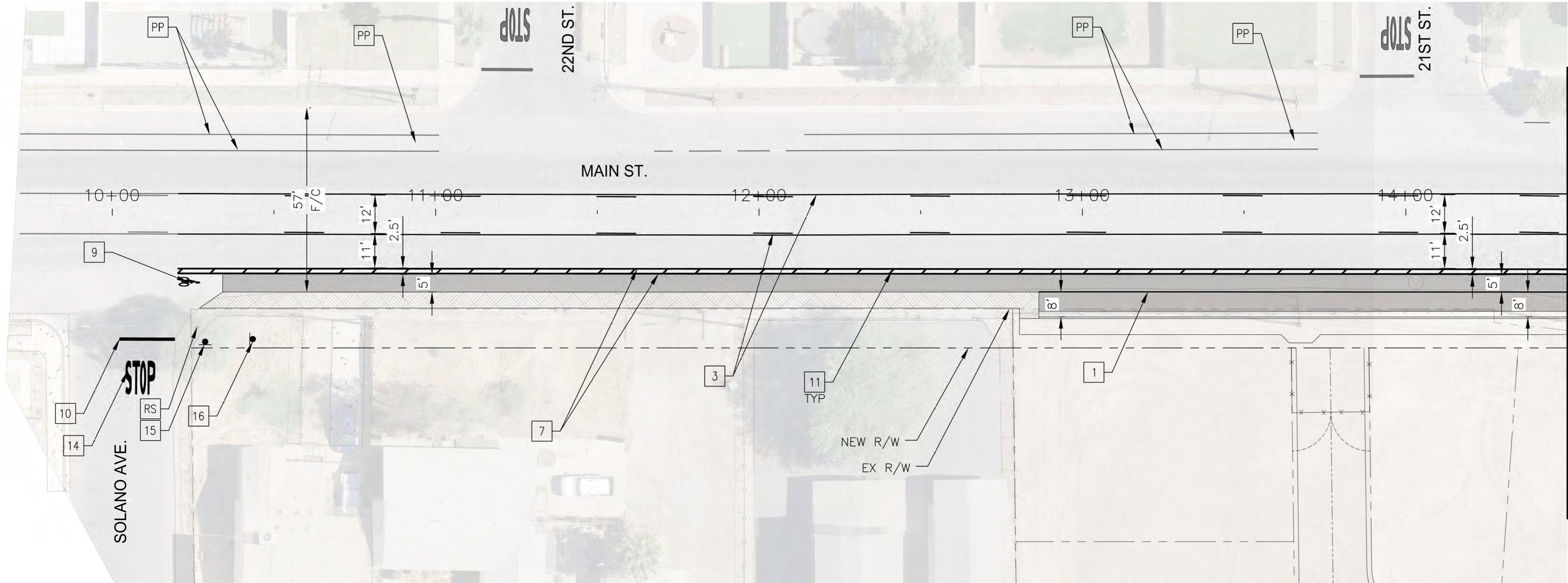
RECTANGULAR RAPID FLASHING BEACON
IMPROVEMENT PLAN -
14TH ST & MAIN ST

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: LB	DES: LB	CHK: SG	DRAWING SERIES NO.
DATE: 01/26	DATE: 01/26	DATE: 01/26	SCALE: 1"=20' HORIZONTAL
			T-03.01

REVISION BY CITY OF EL CENTRO		NO.	DESCRIPTION	REV BY	CHK BY	DATE



F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	41	47	
01/26 DATE:					
DRAWN: LB		DESIGN: LB		CHECKED: SG	

- CONSTRUCTION NOTES (THIS SHEET):
- 1 INSTALL 4" WHITE RIGHT EDGE LINE.
 - 3 INSTALL THERMOPLASTIC YELLOW LANE LINES (DETAIL 32) PER CALTRANS STANDARD PLAN A20B.
 - 4 INSTALL THERMOPLASTIC YELLOW LANE LINES (DETAIL 22) PER CALTRANS STANDARD PLAN A20A.
 - 5 INSTALL WHITE LINE (DETAIL 38) PER CALTRANS STANDARD PLAN A20D.
 - 6 INSTALL WHITE LINE (DETAIL 38A) PER CALTRANS STANDARD PLAN A20D.
 - 7 INSTALL THERMOPLASTIC BIKE LANE LINE (DETAIL 39) PER CALTRANS STANDARD PLAN A20D.
 - 8 INSTALL THERMOPLASTIC BIKE LANE LINE (DETAIL 39A) PER CALTRANS STANDARD PLAN A20D.
 - 9 INSTALL THERMOPLASTIC BIKE LANE SYMBOL WITH PERSON PER CALTRANS STANDARD PLAN A24C.
 - 10 INSTALL THERMOPLASTIC LIMIT LINE PER CALTRANS STANDARD PLAN A24G.
 - 11 INSTALL 18" CHEVRON PAVEMENT MARKING AT 45° AND 10' SPACING.
 - 12 INSTALL TYPE IV (L) ARROW PER CALTRANS STANDARD PLAN A24A.
 - 13 INSTALL TYPE IV (R) ARROW PER CALTRANS STANDARD PLAN A24A.
 - 14 INSTALL THERMOPLASTIC "STOP" PAVEMENT LEGEND PER CALTRANS STANDARD PLAN A24D.
 - 15 FURNISH AND INSTALL 36"x36" "STOP" (R1-1) SIGN PANEL ON METAL POST PER CALTRANS STANDARD PLAN RS5.
 - 16 FURNISH AND INSTALL NEW 12"x8" BIKE LANE (R81(CA)) SIGN ON POST.
 - 17 FURNISH AND INSTALL NEW 12"x18" "NO PARKING ANY TIME" (R26(CA)) SIGN ON POST.
 - RS EXISTING ROADSIDE SIGN ASSEMBLY.

LEGEND

- EXISTING ROADSIDE SIGN
- PROPOSED ROADSIDE SIGN
- PP PROTECT IN PLACE

REGISTERED PROFESSIONAL ENGINEER
JUDITH C. FLEMING
C 83573
EXP. 03/31/27
STATE OF CALIFORNIA
CIVIL

TYPSA

501 N. 44TH ST
SUITE 300
PHOENIX, AZ 85008
PH: 602-454-0402
www.tyrsa.com

MAIN STREET SIGNING AND MARKING PLAN

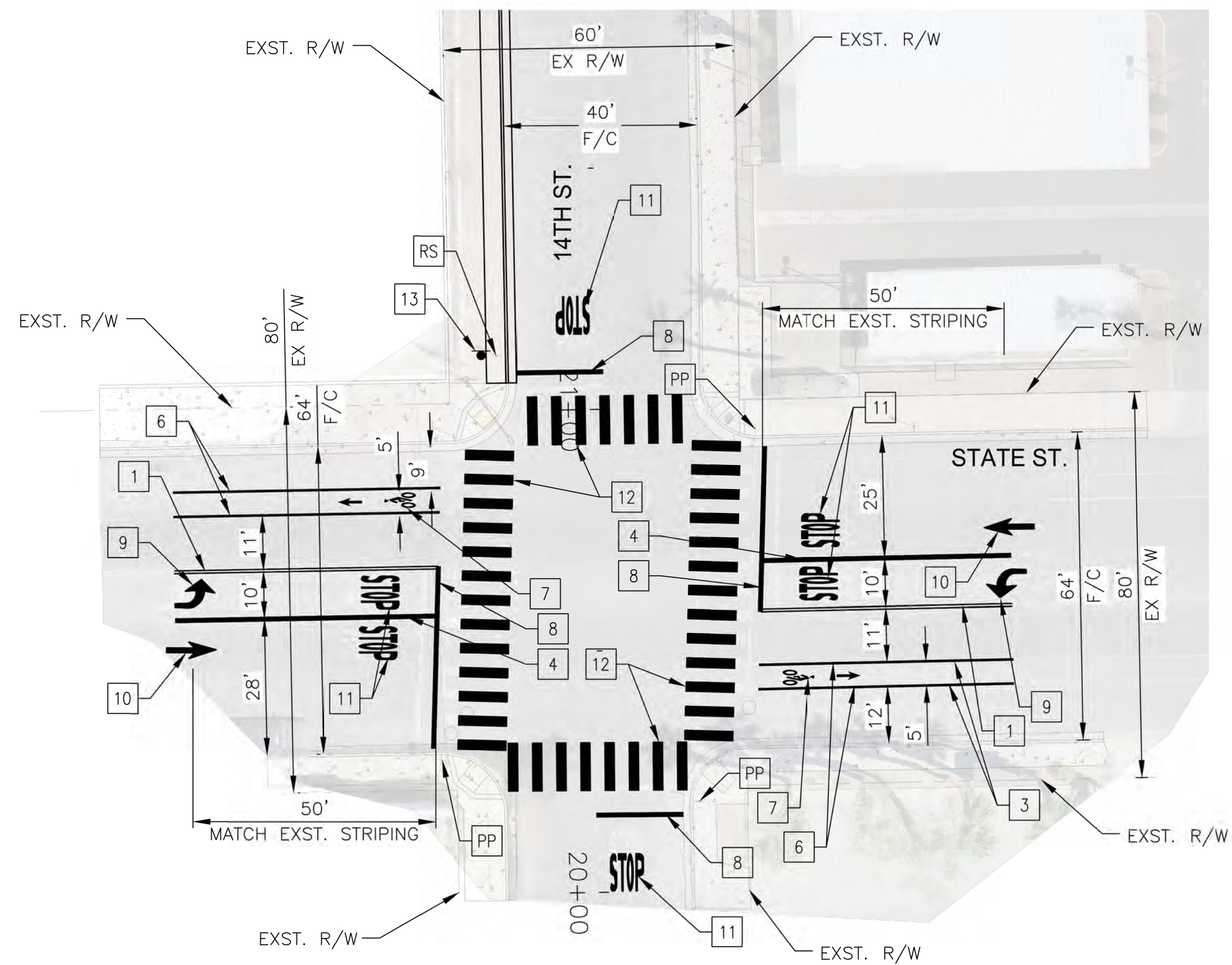
CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: LB DES: LB CK: SG
DATE: 01/26/2026 DATE: 01/26/2026 DATE: 01/26/2026
SCALE: 1"=20' HORIZONTAL

DRAWING SERIES NO.
T-03.02

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	42	47	
<u>01/26</u> DATE:					
DRAWN: LB		DESIGN: LB		CHECKED: SG	

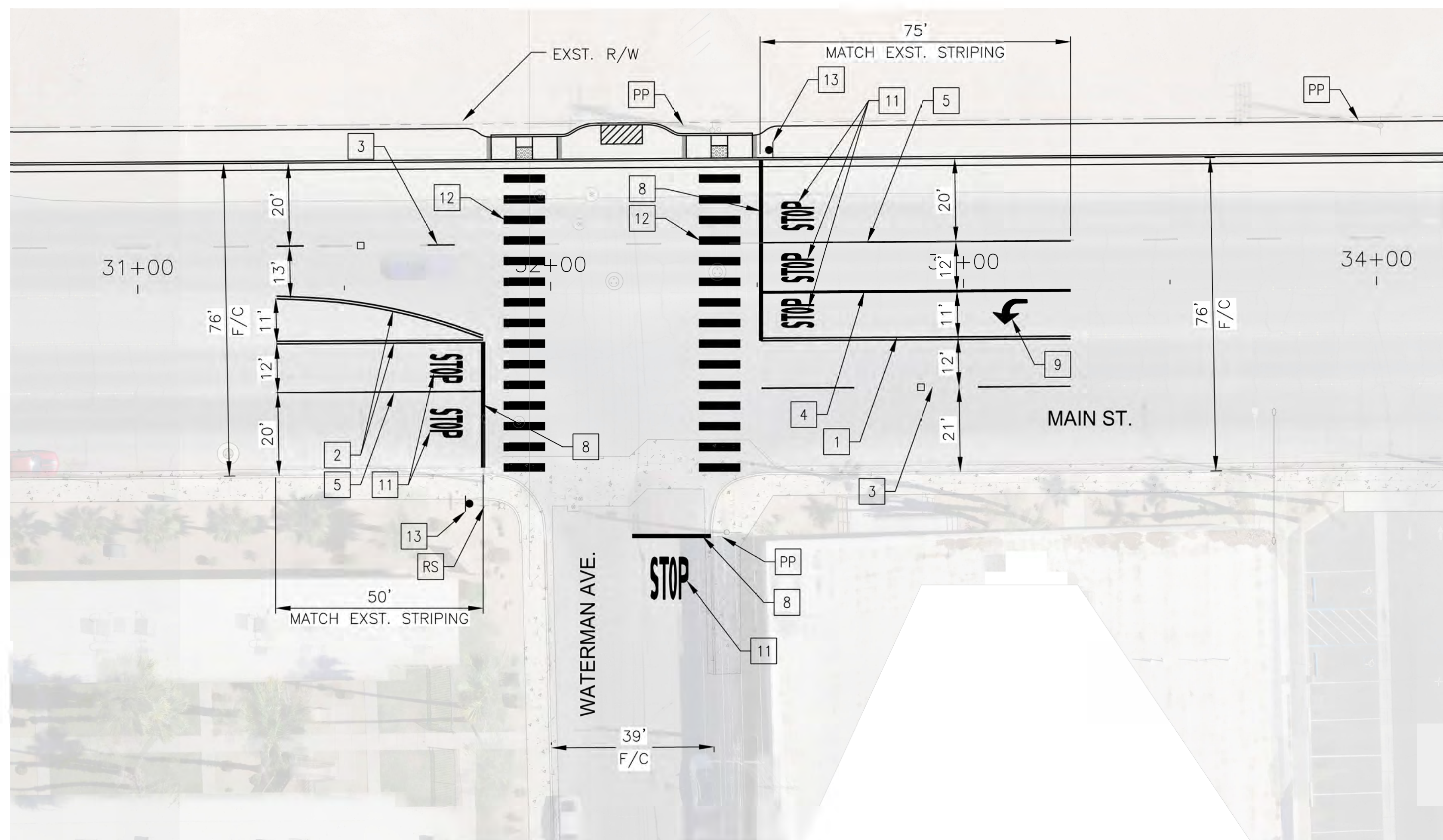


14TH ST AND STATE ST
SCALE: 1"=20'



CONSTRUCTION NOTES (THIS SHEET):

- | | |
|----|--|
| 1 | INSTALL THERMOPLASTIC YELLOW LANE LINES (DETAIL 26B) PER CALTRANS STANDARD PLAN A20B. |
| 2 | INSTALL THERMOPLASTIC YELLOW LANE LINES (DETAIL 29) PER CALTRANS STANDARD PLAN A20B. |
| 3 | INSTALL WHITE LANE LINE (DETAIL 9) PER CALTRANS STANDARD PLAN A20A. |
| 4 | INSTALL WHITE LANE LINE (DETAIL 38) PER CALTRANS STANDARD PLAN A20D. |
| 5 | INSTALL WHITE LANE LINE (DETAIL 38A) PER CALTRANS STANDARD PLAN A20D. |
| 6 | INSTALL THERMOPLASTIC BIKE LANE LINE (DETAIL 39) PER CALTRANS STANDARD PLAN A20D. |
| 7 | INSTALL THERMOPLASTIC BIKE LANE SYMBOL WITH PERSON PER CALTRANS STANDARD PLAN A24C. |
| 8 | INSTALL THERMOPLASTIC LIMIT LINE PER CALTRANS STANDARD PLAN A24G. |
| 9 | INSTALL TYPE IV (L) ARROW PER CALTRANS STANDARD PLAN A24A. |
| 10 | INSTALL TYPE I ARROW PER CALTRANS STANDARD PLAN A24A. |
| 11 | INSTALL THERMOPLASTIC "STOP" PAVEMENT LEGEND PER CALTRANS STANDARD PLAN A24D. |
| 12 | INSTALL THERMOPLASTIC "CONTINENTAL" STYLE CROSSWALK PER CALTRANS STANDARD PLAN A24F. |
| 13 | FURNISH AND INSTALL 36"x36" "STOP" (R1-1) SIGN PANEL ON METAL POST PER CALTRANS STANDARD PLAN RS5. |
| RS | EXISTING ROADSIDE SIGN ASSEMBLY. |

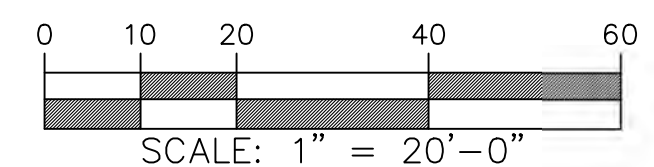


WATERMAN AVE AND MAIN ST
SCALE: 1"=20'



LEGEND

- EXISTING ROADSIDE SIGN
- PP PROTECT IN PLACE



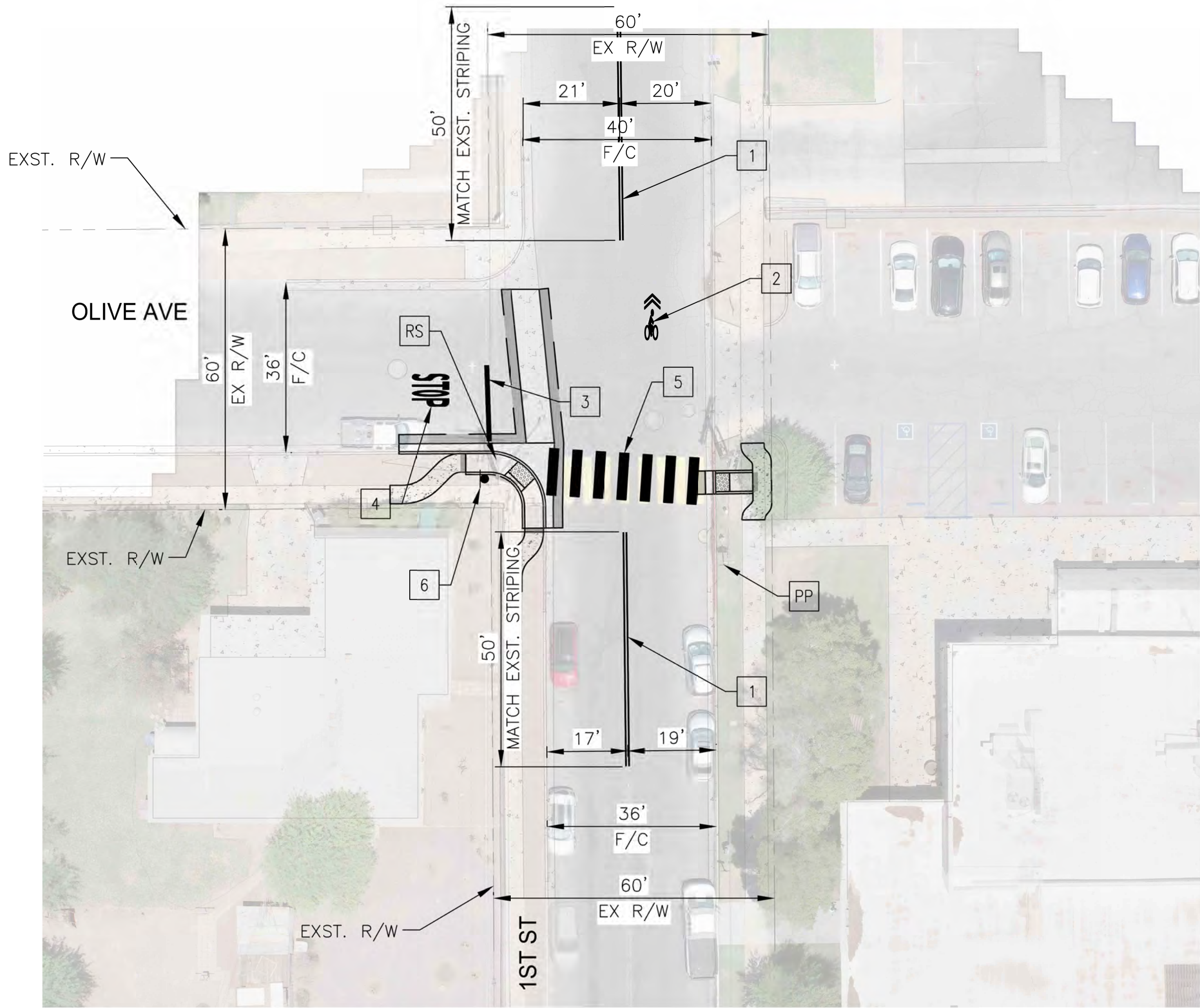
TYPSA 501 N. 44TH ST
SUITE 300
PHOENIX, AZ 85008
PH: 602-454-0402
www.typsa.com

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

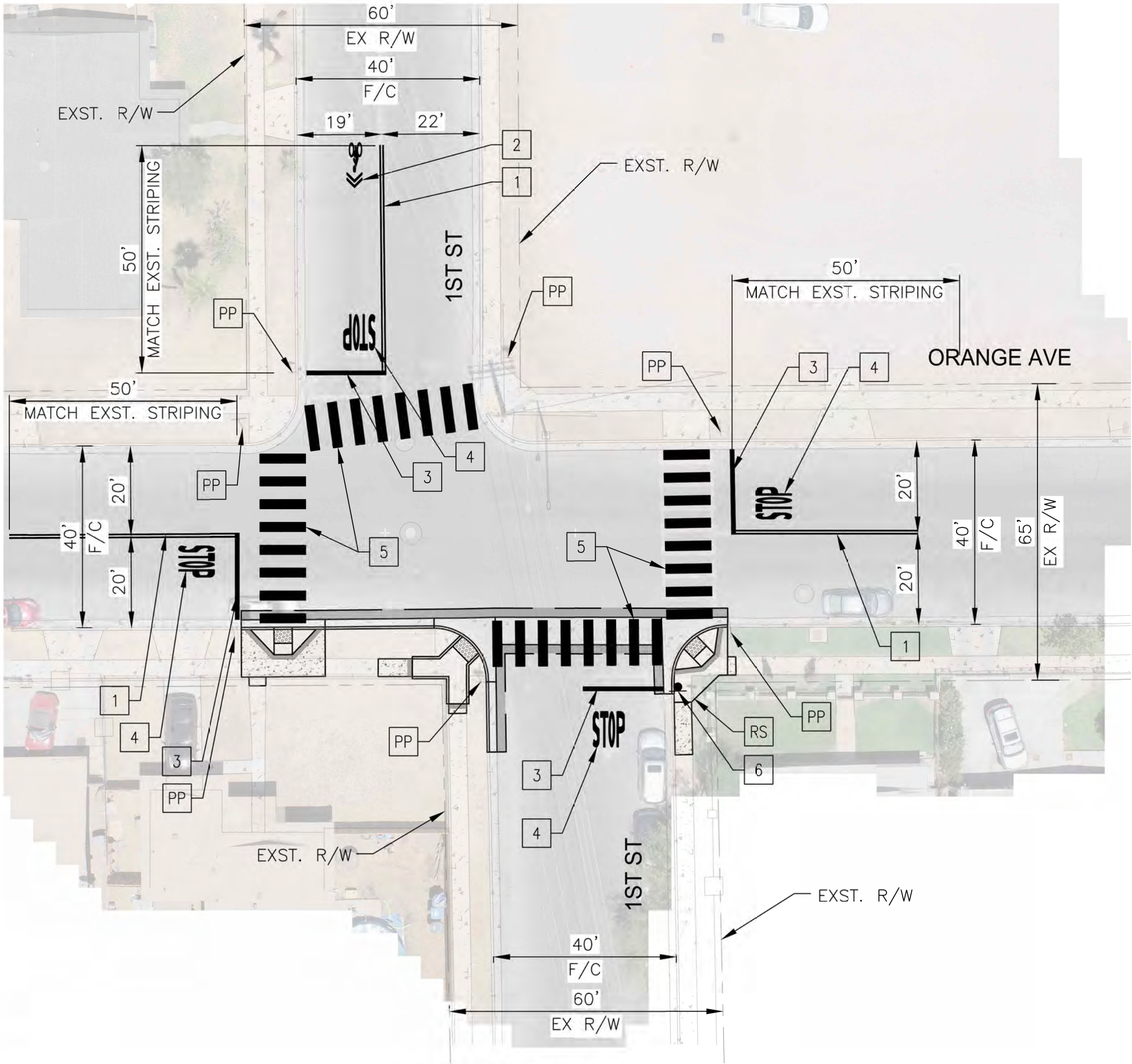
CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: LB	DES: LB	CK: SG	DRAWING SERIES NO.
DATE: 01/26	DATE: 01/26	DATE: 01/26	
SCALE: 1"=20' HORIZONTAL			T-03.03

REVISION BY CITY OF EL CENTRO			
NO.	DESCRIPTION	REV BY	DATE



1ST ST AND OLIVE AVE
SCALE: 1"=20'

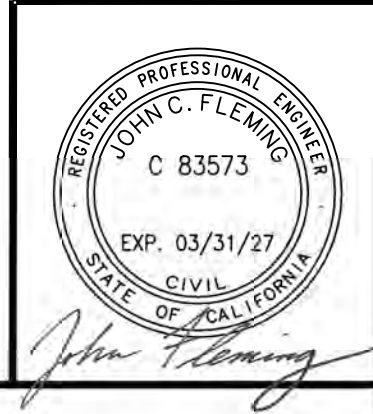
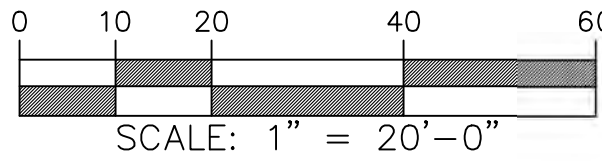


1ST ST AND ORANGE AVE
SCALE: 1"=20'

CONSTRUCTION NOTES (THIS SHEET):

- 1 INSTALL THERMOPLASTIC YELLOW LANE LINES (DETAIL 26B) PER CALTRANS STANDARD PLAN A20B.
 - 2 INSTALL THERMOPLASTIC SHARED ROADWAY BICYCLE SYMBOL PER CALTRANS STANDARD PLAN A24C.
 - 3 INSTALL THERMOPLASTIC LIMIT LINE PER CALTRANS STANDARD PLAN A24G.
 - 4 INSTALL THERMOPLASTIC "STOP" PAVEMENT LEGEND PER CALTRANS STANDARD PLAN A24D.
 - 5 INSTALL THERMOPLASTIC "CONTINENTAL" STYLE CROSSWALK PER CALTRANS STANDARD PLAN A24F.
 - 6 FURNISH AND INSTALL 36"x36" "STOP" (R1-1) SIGN PANEL ON METAL POST PER CALTRANS STANDARD PLAN RS5.
- RS EXISTING ROADSIDE SIGN ASSEMBLY.

- LEGEND
- EXISTING ROADSIDE SIGN
- PP PROTECT IN PLACE



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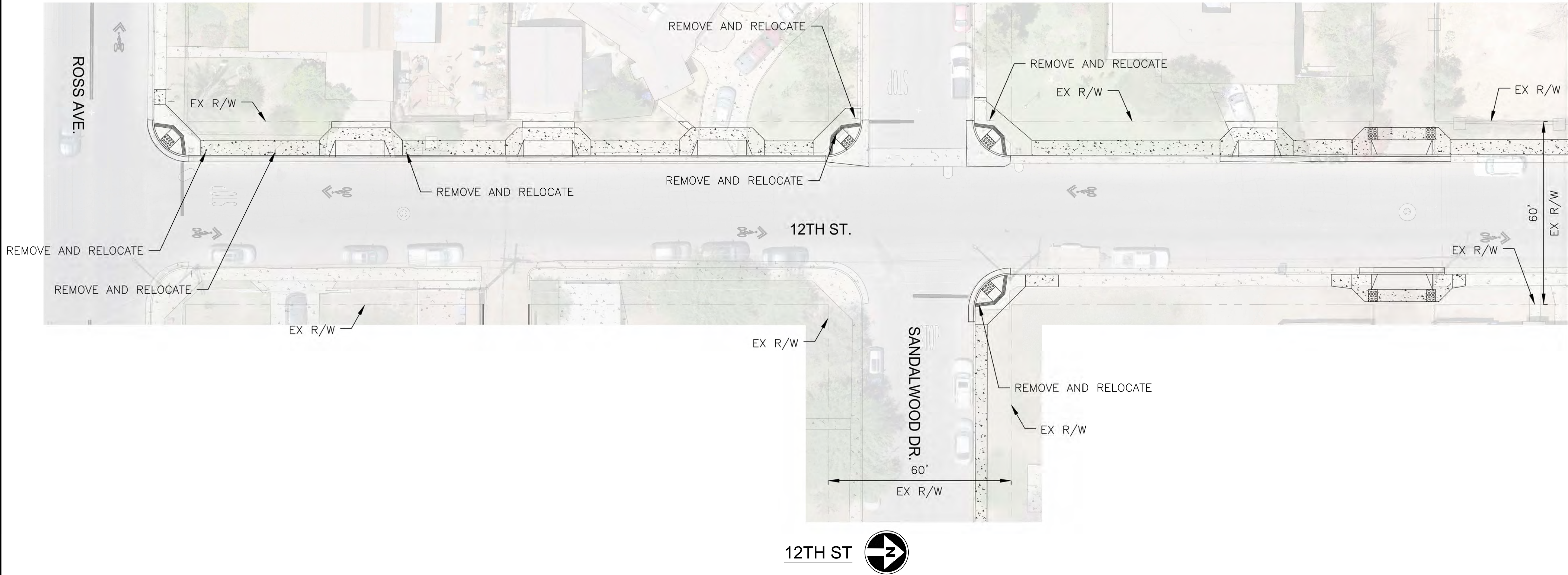
INTERSECTION SIGNAGE AND STRIPING
PLAN - 1ST ST & OLIVE AVE/ORANGE AVE

CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

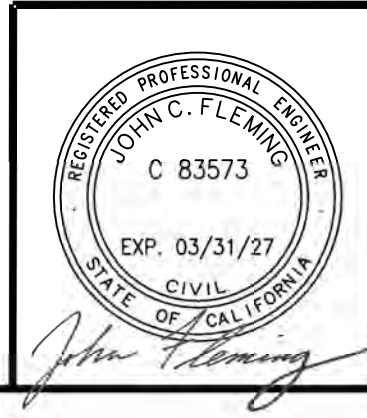
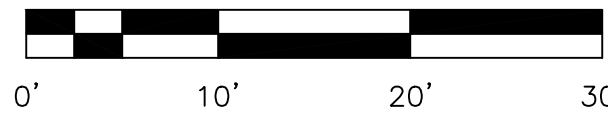
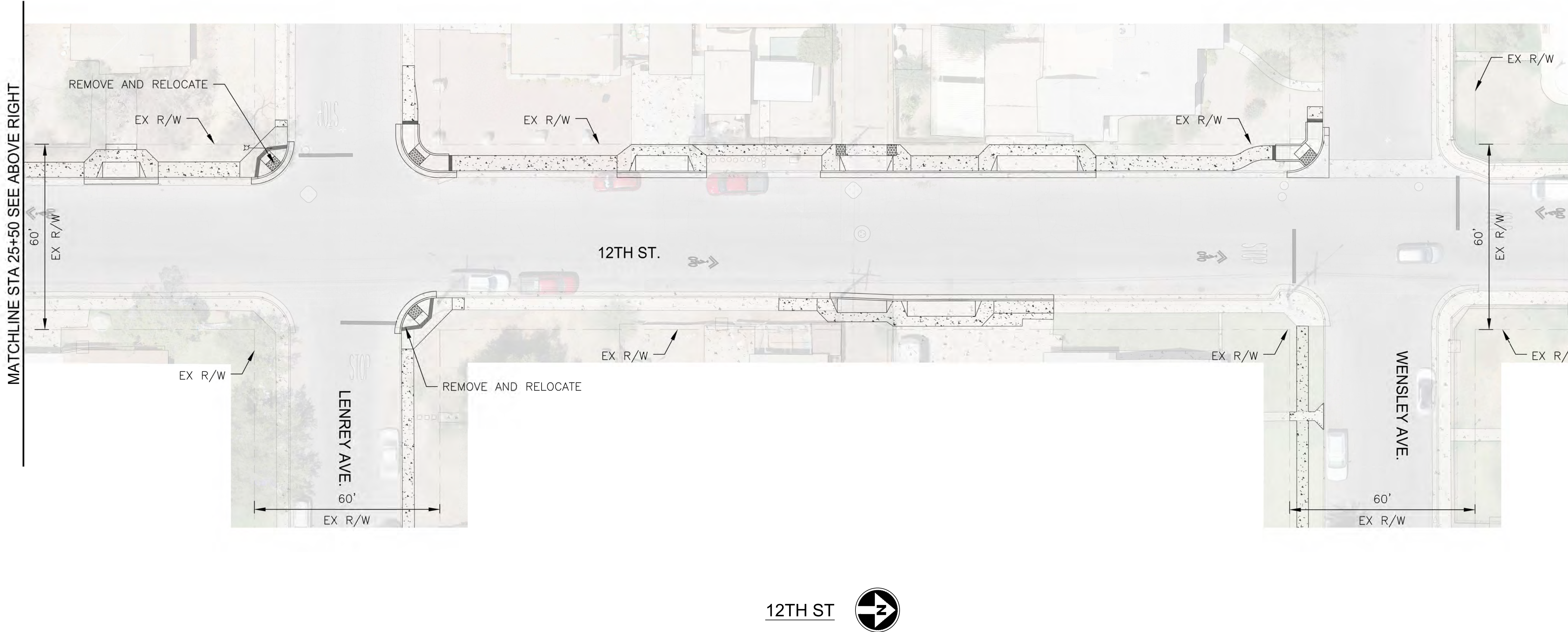
DR: LB DES: LB CK: SG
DATE: 01/26 DATE: 01/26 DATE: 01/26
SCALE: 1"=20' HORIZONTAL
DRAWING SERIES NO.
T-03.04

REVISION BY CITY OF EL CENTRO			
NO.	DESCRIPTION	REV BY	DATE



MATCHLINE STA 35+50 SEE BELOW LEFT

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	44	47	
01/26					
DATE:					
DRAWN: LB		DESIGN: LB		CHECKED: SG	



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SUITE 300
PHOENIX, AZ 85008
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CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

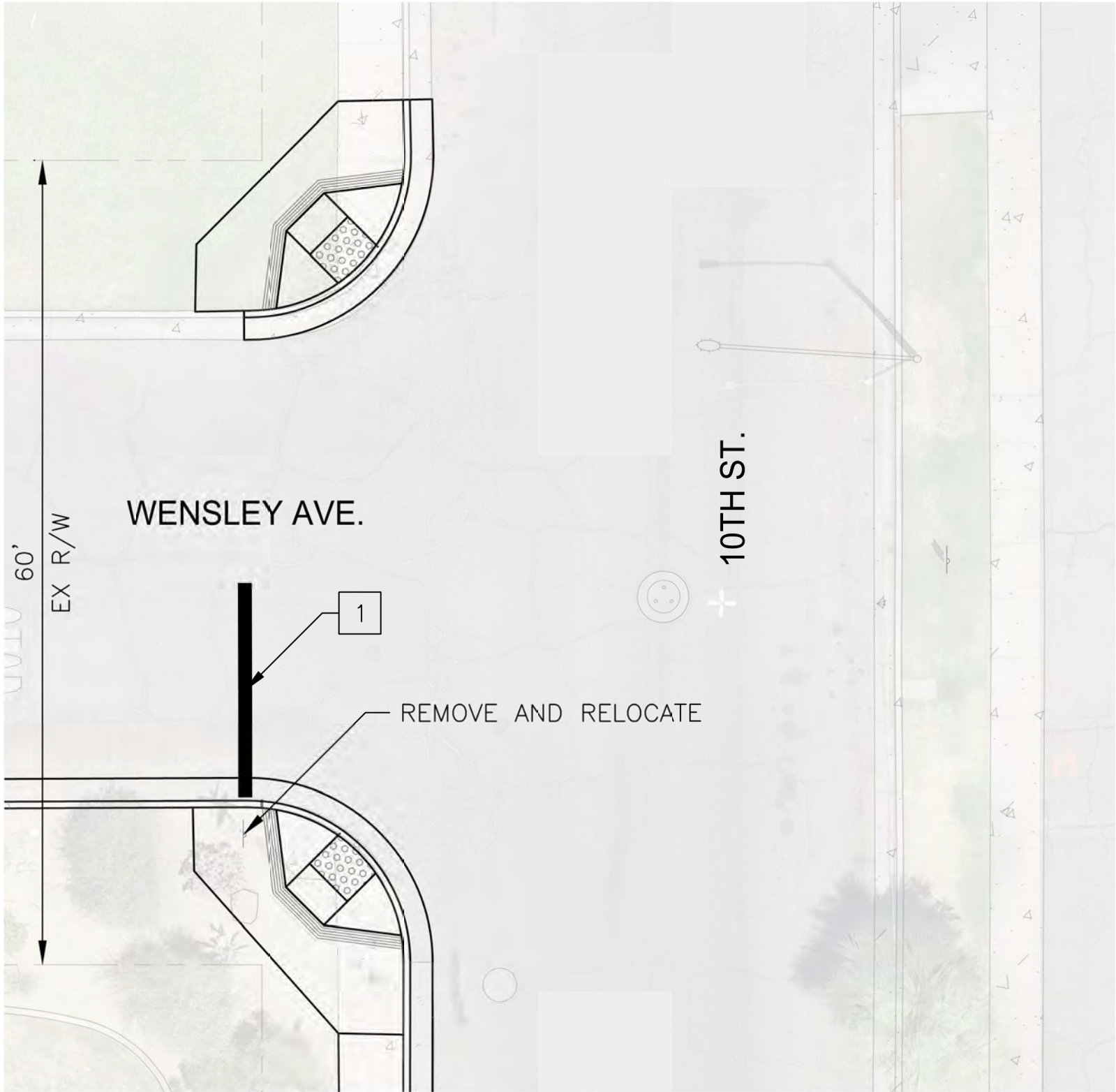
CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: LB	DES: LB	CK: SG	DRAWING SERIES NO.
DATE: 01/26	DATE: 01/26	DATE: 01/26	
SCALE: 1"=20' HORIZONTAL		T-03.05	

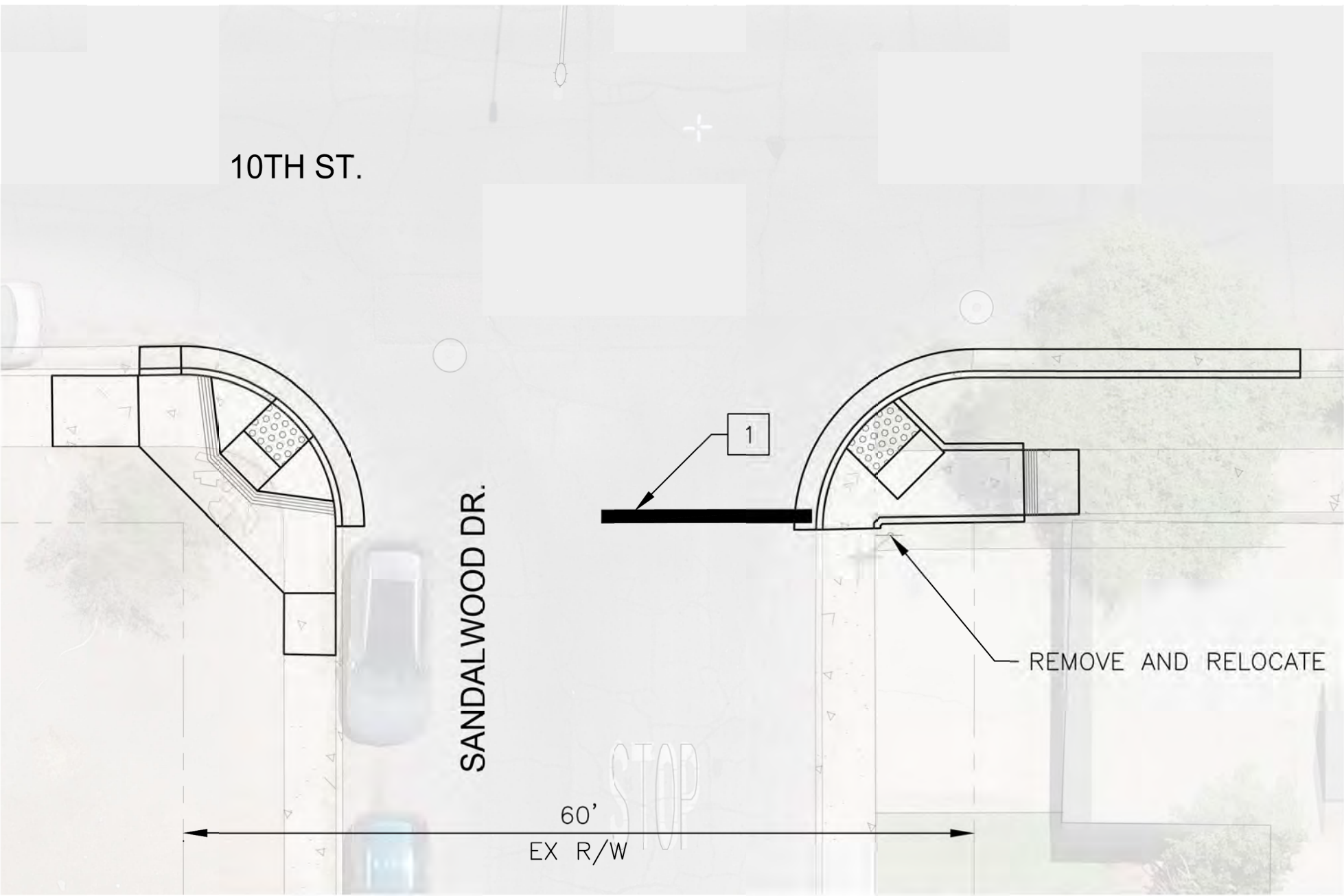
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01/26					
DATE:					
DRAWN: LB		DESIGN: LB		CHECKED: SG	

CONSTRUCTION NOTES (THIS SHEET):

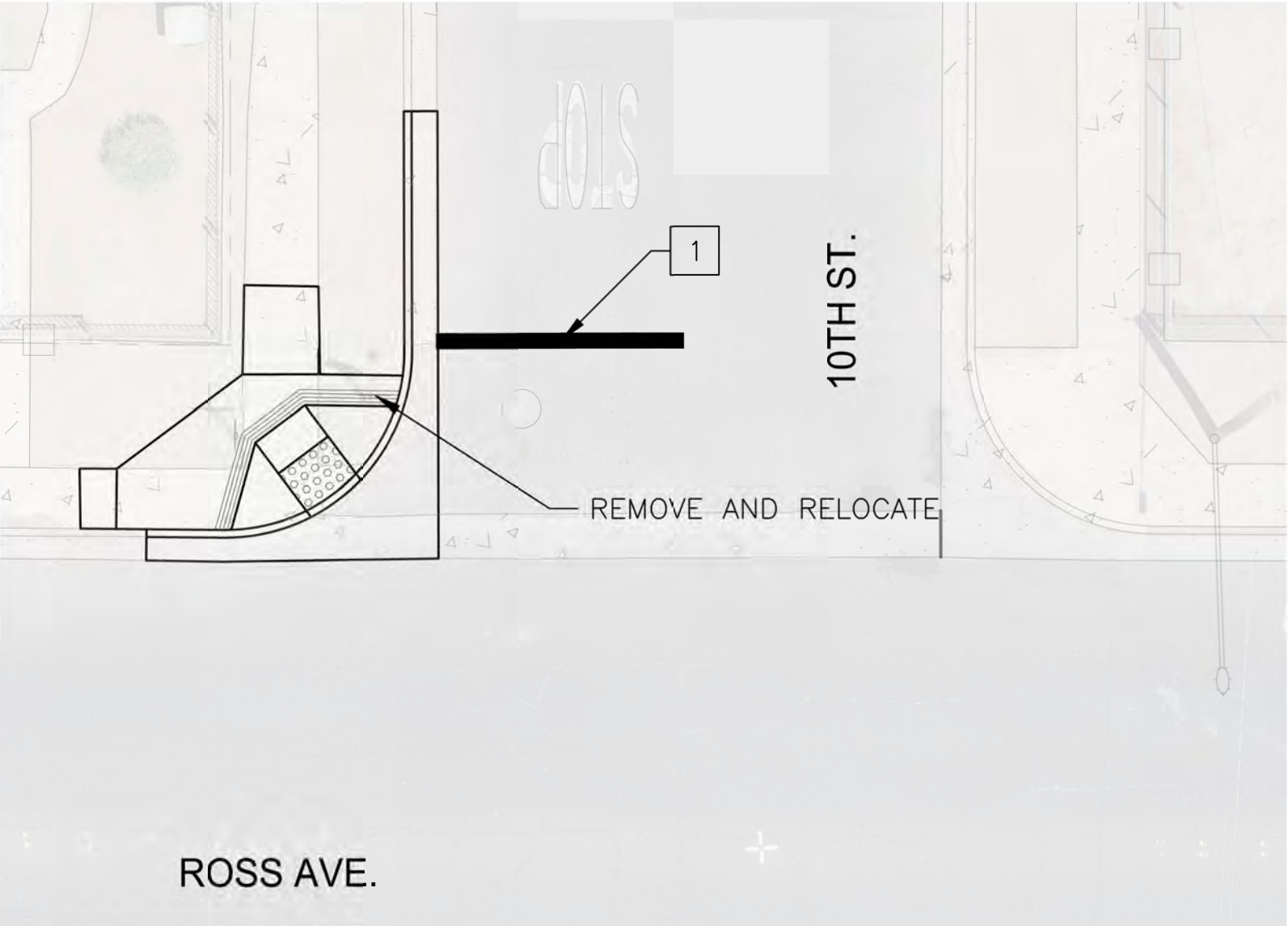
- 1
- INSTALL THERMOPLASTIC LIMIT LINE PER CALTRANS STANDARD PLAN A24G.



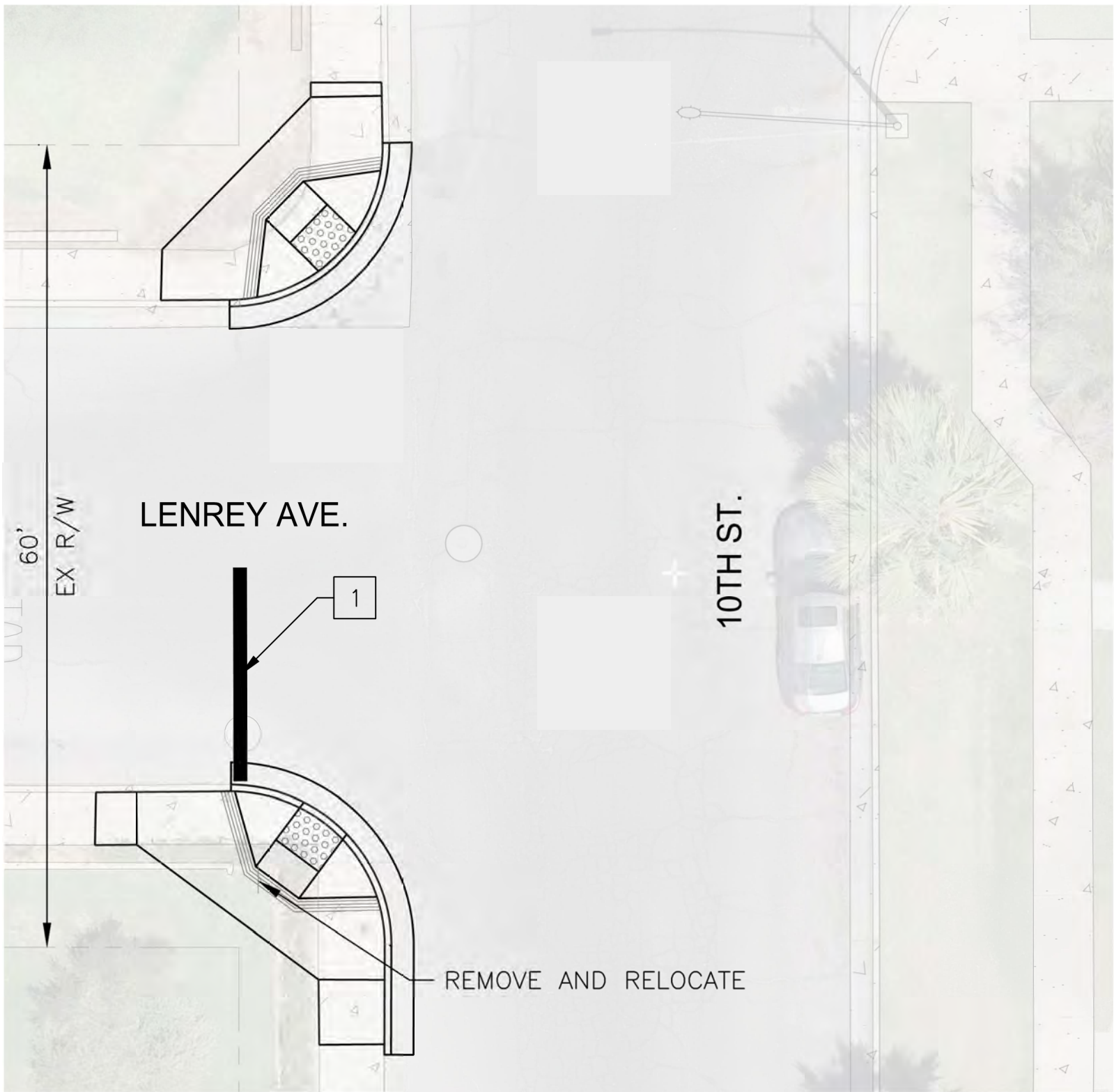
10TH ST AND WENSLEY AVE



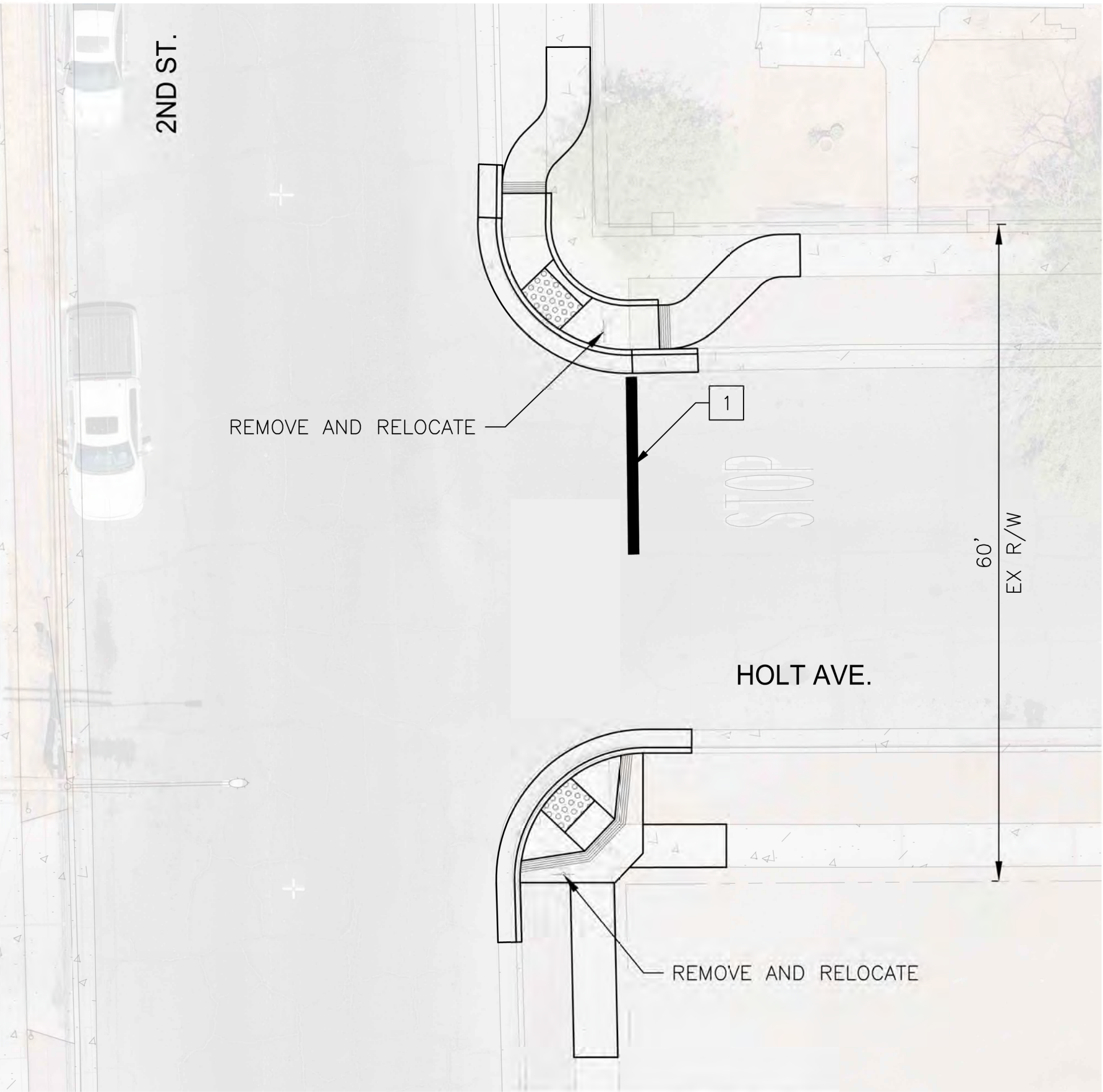
10TH ST AND SANDALWOOD DR



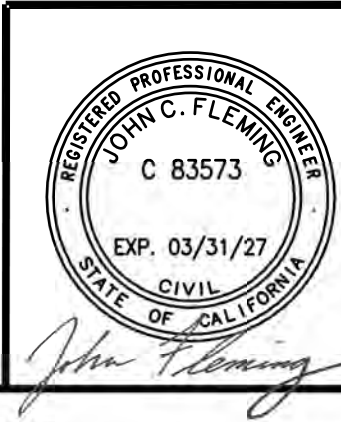
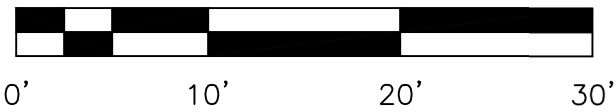
10TH ST AND ROSS AVE



10TH ST AND LENREY AVE



2ND ST AND HOLT AVE



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501 N. 44TH ST
SUITE 300
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PH: 602-454-0402
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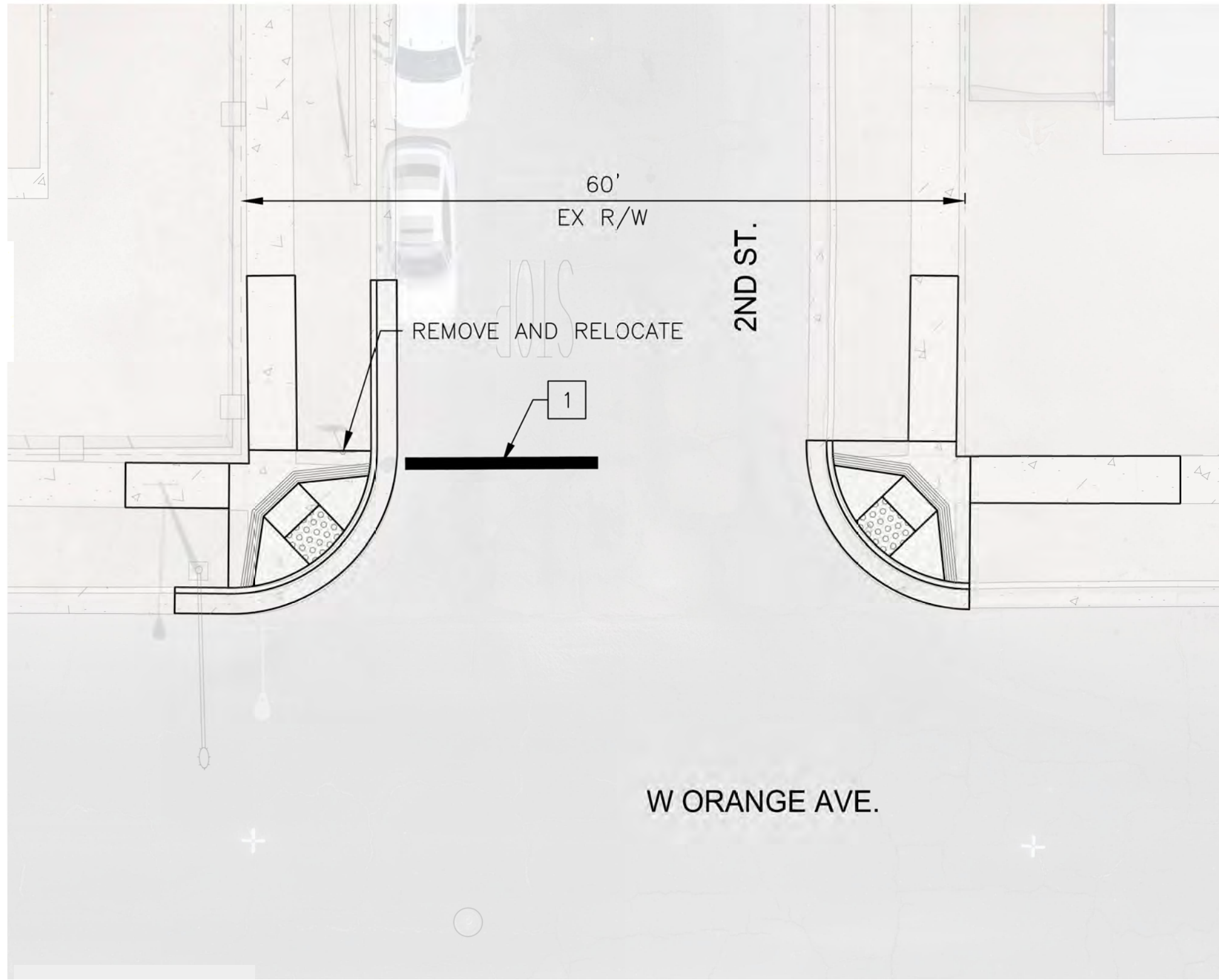
CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

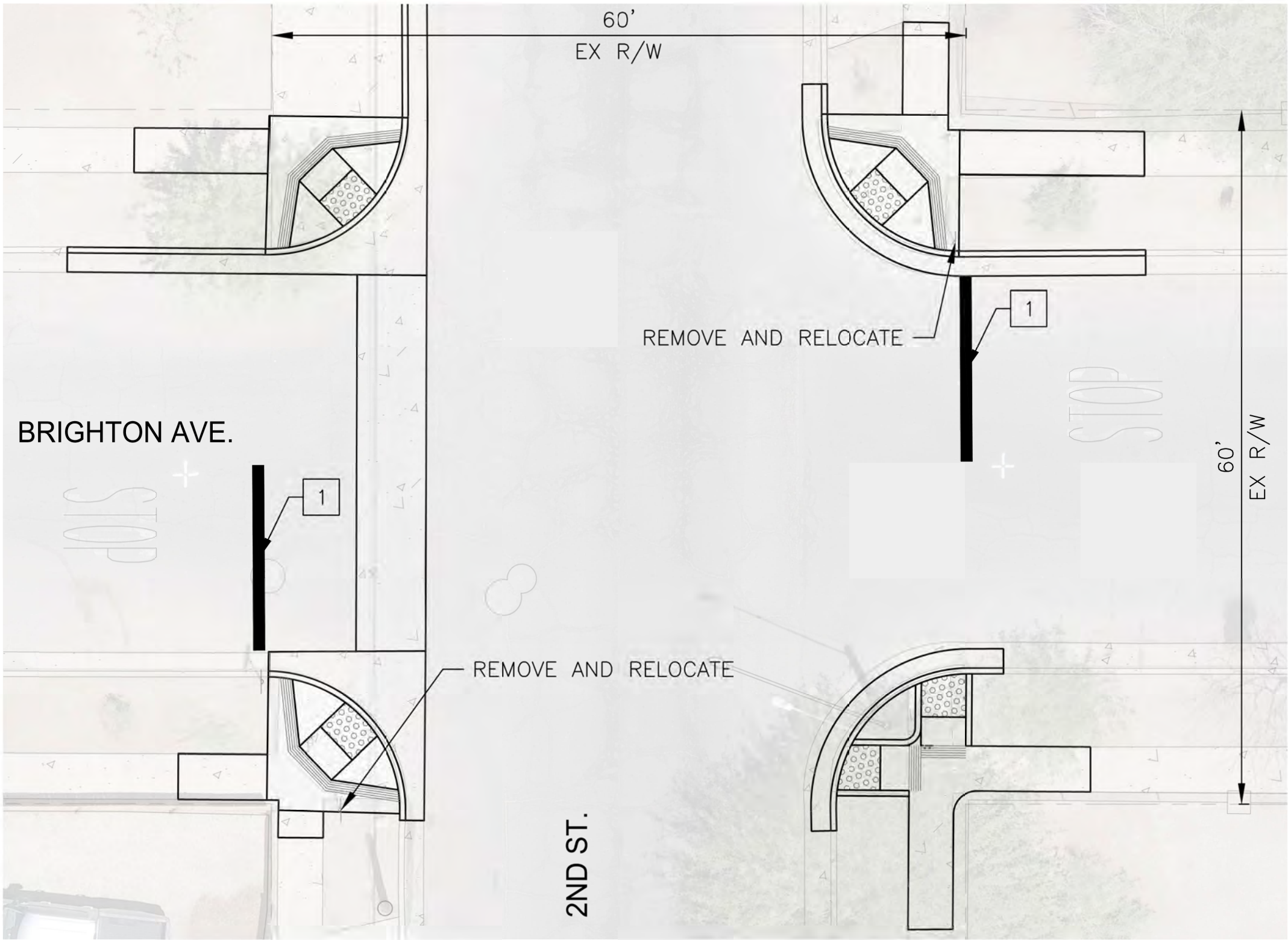
DR: LB	DES: LB	CK: SG	DRAWING SERIES NO.
DATE: 01/26	DATE: 01/26	DATE: 01/26	
SCALE: 1"=20'	HORIZONTAL		T-03.06

REVISION BY CITY OF EL CENTRO			
NO.	DESCRIPTION	REV BY	LOD BY

REVISION BY CITY OF EL CENTRO			
NO.	DESCRIPTION	REV BY	CHK BY



2ND ST AND ORANGE AVE



2ND ST AND BRIGHTON AVE

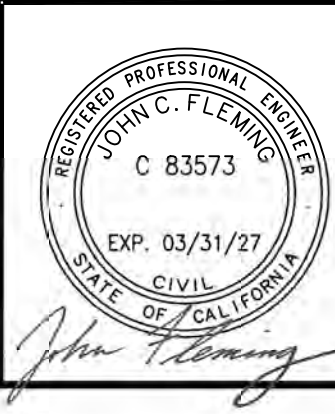


2ND ST AND OLIVE AVE

F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	46	47	
01/26					
DATE:					
DRAWN: LB		DESIGN: LB		CHECKED: SG	

CONSTRUCTION NOTES (THIS SHEET):

- 1 INSTALL THERMOPLASTIC LIMIT LINE PER CALTRANS STANDARD PLAN A24G.



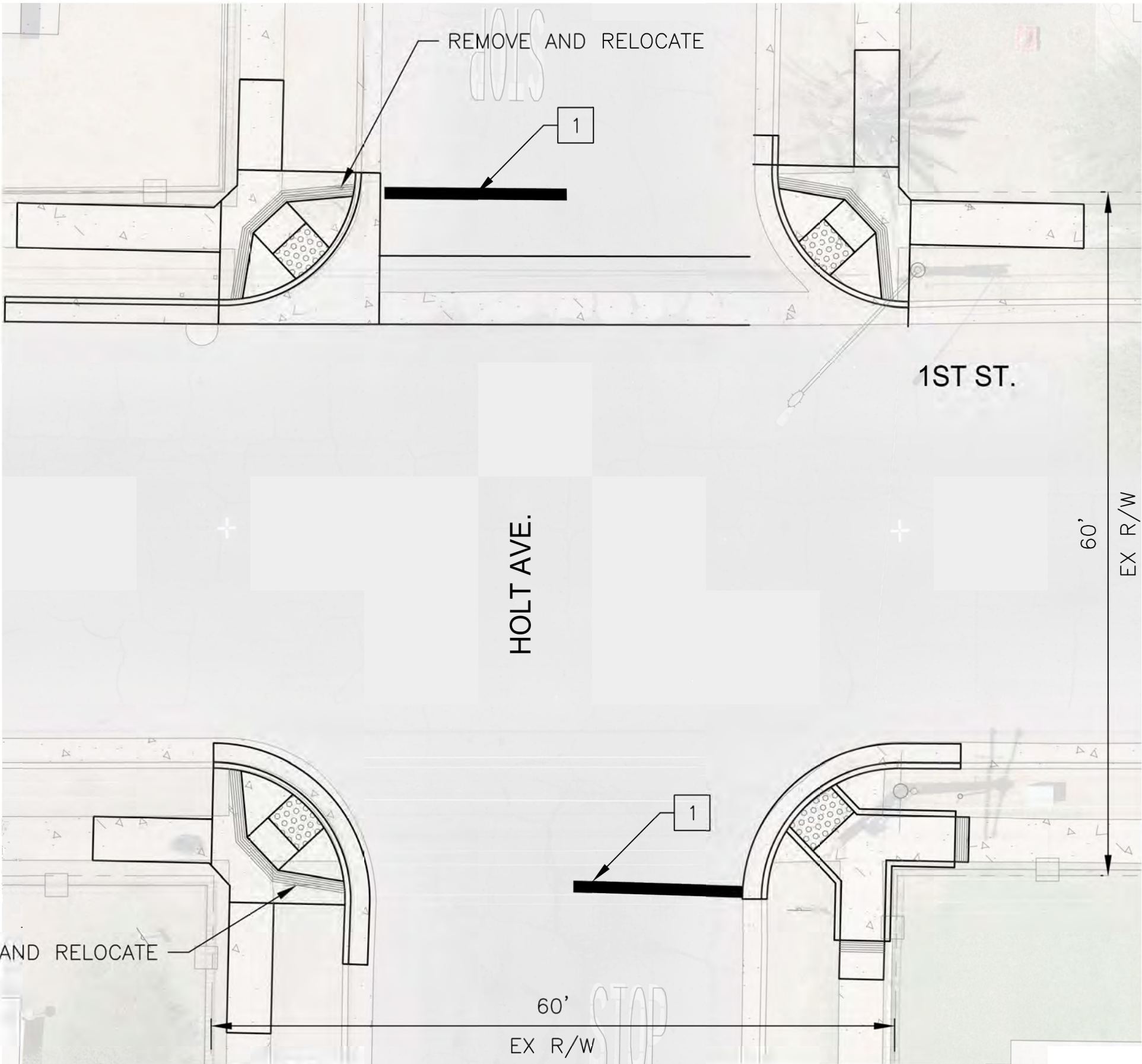
TYPSA
501 N. 44TH ST
SUITE 300
PHOENIX, AZ 85008
PH: 602-454-0402
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CITY OF EL CENTRO DEPARTMENT OF PUBLIC WORKS					
CITY OF EL CENTRO ATP CYCLE 6 IMPROVEMENTS					
DR: LB	DES: LB	CHK: SG	DRAWING SERIES NO.		
DATE: 01/26	DATE: 01/26	DATE: 01/26	T-03.07		
SCALE: 1"=20'		HORIZONTAL			

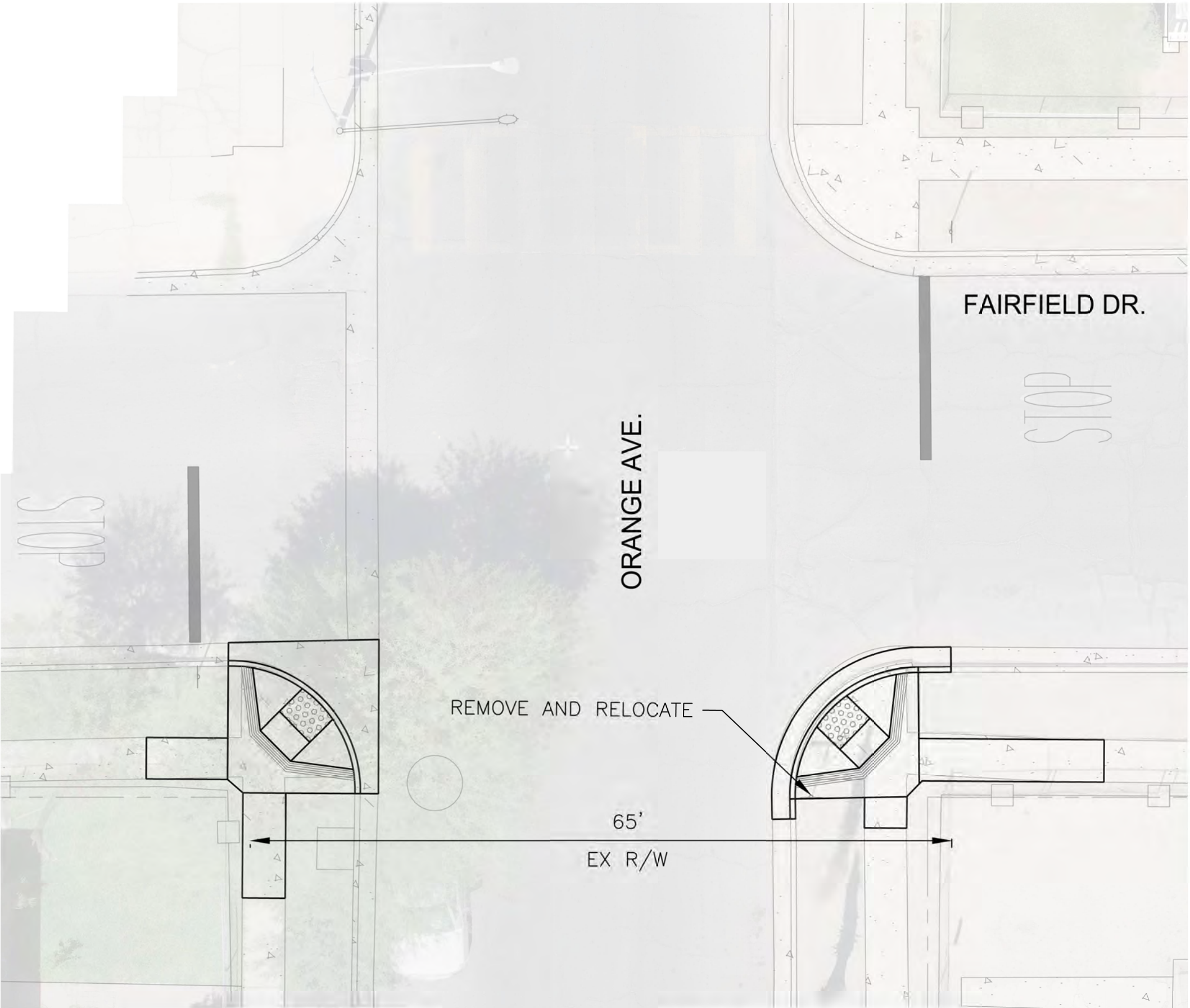
F.H.W.A. REGION	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	CALIF.	RES. NO. 20-68	47	47	
01/26 DATE:					
DRAWN: LB		DESIGN: LB		CHECKED: SG	

CONSTRUCTION NOTES (THIS SHEET):

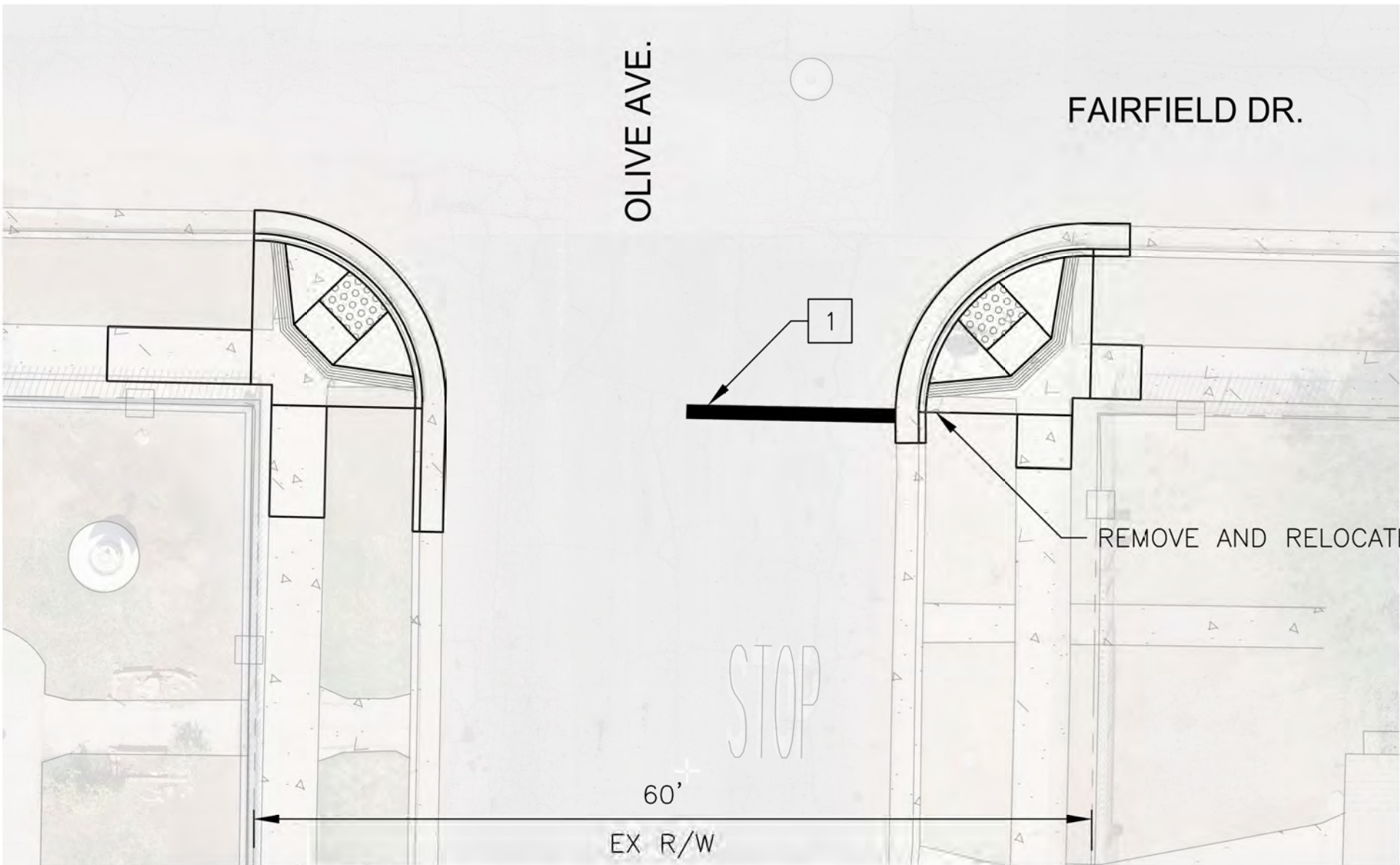
- 1 INSTALL THERMOPLASTIC LIMIT LINE PER CALTRANS STANDARD PLAN A24G.



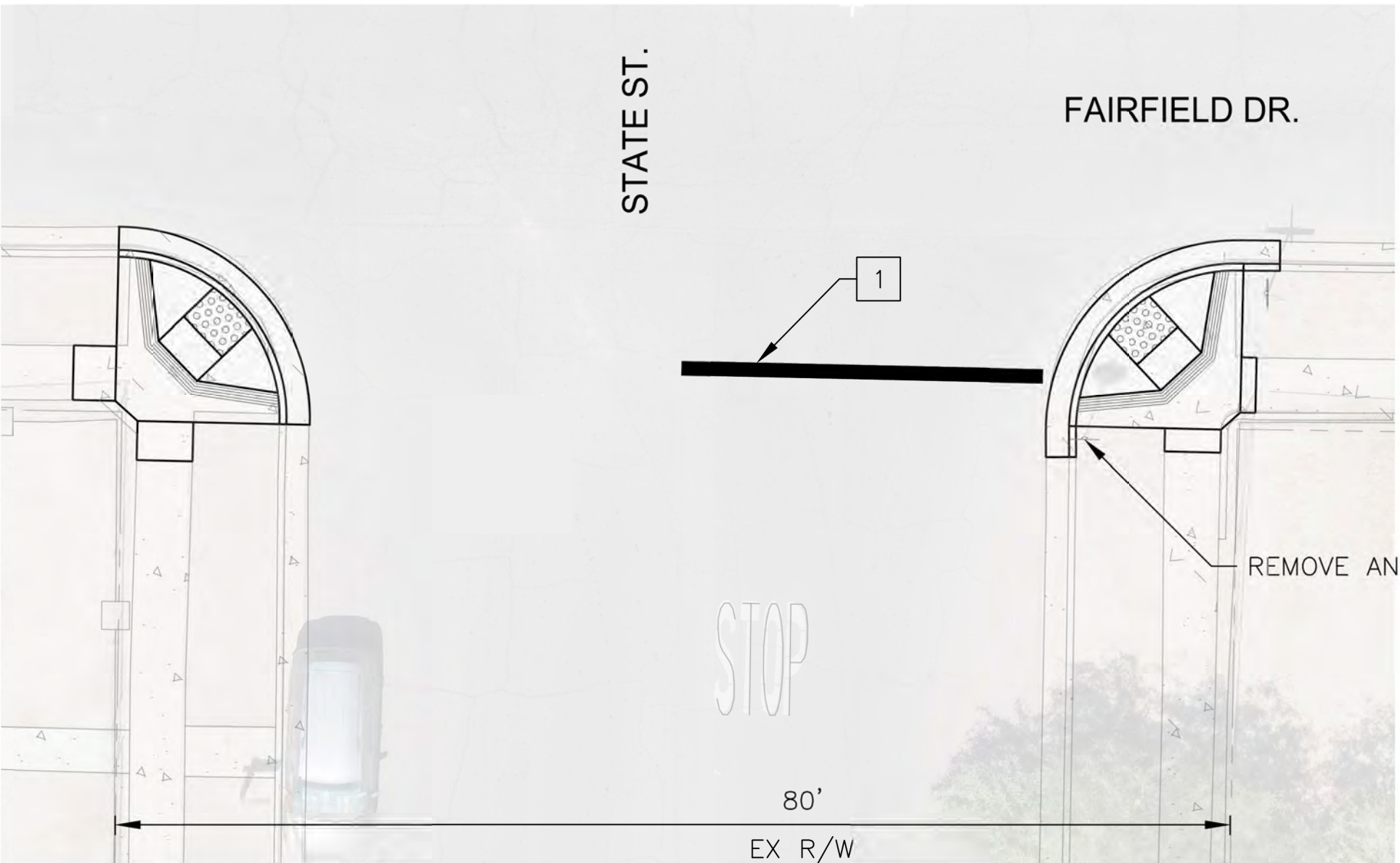
1ST ST AND HOLT AVE.



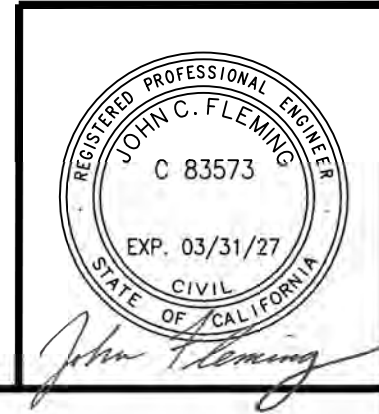
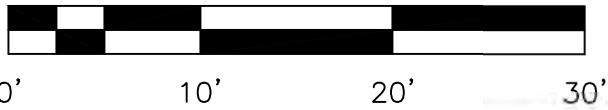
FAIRFIELD DR AND ORANGE AVE



FAIRFIELD DR AND OLIVE AVE



FAIRFIELD DR AND STATE ST



501 N. 44TH ST
SUITE 300
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CITY OF EL CENTRO
DEPARTMENT OF PUBLIC WORKS

CITY OF EL CENTRO
ATP CYCLE 6 IMPROVEMENTS

DR: LB DES: LB CK: SG
DATE: 01/26 DATE: 01/26 DATE: 01/26
SCALE: 1"=10' HORIZONTAL

DRAWING SERIES NO.
T-03.08

REVISION BY CITY OF EL CENTRO		
NO.	DESCRIPTION	DATE



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-302)

Item: 18.

Meeting: 9/1/2026 3:00 PM

Department: Public Works

Category: Presentation

Prepared by: Gabriel Martinez, Public
Works

Department Head: Abraham Campos

DOC ID: 2026-302

**Southern Pump Station Project — Construction Completion and Final Change Order
No. 8.**

CITY MANAGER'S RECOMMENDATION:

Staff recommends that the City Council:

- (1) Receive and file this report on the completed Southern Pump Station Project; and
- (2) Ratify and approve Change Order No. 8 to the construction contract with Rove Engineering, decreasing the contract price by \$542,993.40 and establishing a final, closed-out construction contract price of \$16,599,502.00. Change Order No. 8 is executed by the Contractor and recommended by the Public Works Director; Finance Director and City Manager execution are contingent on Council authorization.

FISCAL IMPACT:

No impact to the General Fund. Change Order No. 8 is a balancing change order that decreases, not increases, the construction contract price, reconciling it to actual, field-verified construction quantities.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

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

NA

BACKGROUND:

The Southern Pump Station Project was awarded to Rove Engineering on July 31, 2024 as a \$11,794,968.00 base contract. Change Order No. 6 (approved January 7, 2026) added \$51,863.00 for Manhole 42 installation. Change Order No. 7 (approved February 26, 2026) reallocated costs among several line items at no net change in contract price, while extending the contract time. These actions brought the contract to \$17,142,495.40 prior to closeout. Construction is now complete.

DISCUSSION:

Upon final reconciliation of project quantities against actual, as-built construction, total field construction costs came in below the revised contract amount. Change Order No. 8 is a balancing change order that reduces the construction contract price by \$542,993.40 to match actual, verified costs, a net credit to the City. The table below summarizes the construction contract cost history from original award through this proposed final closeout action.

Contract Action	Amount	Cumulative Contract	Approval
Original Contract (Phase 1a Base Bid)	\$11,794,968.00	\$11,794,968.00	Awarded July 31, 2024
Change Orders No. 1–3 (value engineering; advanced sewer trunk main)	\$326,385.00	\$12,121,353.00	Approved January 21, 2025
Change Order No. 4 (Phase 1b sewer main completion)	\$2,904,235.40	\$15,025,588.40	Approved April 9, 2025
Change Order No. 5 (Danenberg Ave. full-depth reclamation)	\$2,065,044.00	\$17,090,632.40	Approved July 23, 2025
Change Order No. 6 (Manhole 42 installation)	\$51,863.00	\$17,142,495.40	Approved January 7, 2026
Change Order No. 7 (scope reallocation; no net cost — 27-day time extension only)	\$0.00	\$17,142,495.40	Approved February 26, 2026
Change Order No. 8 — Final Balancing / Closeout Change Order	-\$542,993.40	\$16,599,502.00	Proposed for approval tonight

CONCLUSION:

The Southern Pump Station Project is complete. Approval of Change Order No. 8 formally closes out the construction contract with Rove Engineering at a final price of \$16,599,502.00, \$542,993.40 less than the amount previously authorized.

ATTACHMENTS:

1. Partially Executed CO No. 8_

Contractor(Original)
City Clerk (Original)
Project File (Copy)

CITY OF EL CENTRO

Date: 8/10/2026

**Contract Change Order
No. 8**

Sheet 1 of 1

Account No(s):

Southern Pump Station Project

Original Contract Time	300	w. days	Original Contract Price	\$11,794,968.00
Previously added time	193 220	w. days	Previous Change Orders	\$5,347,527.40
Requested time this CO	27	w. days	This Change Order	-\$542,993.40
Revised Contract Time	520	w. days	Revised Contract Price	\$16,599,502.00

Rove Engineering (Contractor). You are hereby directed to make the herein described changes from the plans and specifications and/or add/deduct the following described work not included in the plans and specifications of this contract.

Construction Start Date: September 26, 2024 Revised Date of Completion: February 27, 2026

Description of Work:

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
-	Contract Amount	-	-	-	\$17,142,495.40
-	Construction Amount	-	-	-	\$16,599,502.00

Basis of Payment:

- ☐ Agreed Lump Sum
☐ Negotiated Unit Price
☐ Extra Work as provided in Section _____ of the Standard Specification

TOTAL TO BE BALANCED: \$ 542,993.40

(See attached for additional information)
Change Order #8 Schedule A and Technical Memo

I, the undersigned contractor, have given careful consideration to the work proposed and hereby agree, if this proposal is approved, that payment for these change order items shall provide full compensation for all equipment, materials, labor, field and home office overhead, indirect and consequential costs, mark-ups and profit necessary to complete the work. By executing this contract change order, I agree to proceed with this work as a change order per section 3-2.1 of the Standard Specifications for Public Works Construction (2015 edition) and waive any rights to additional compensation arising out of work listed in this change order, including without limitation, any claims relating to any cumulative effect of change orders, delays, productivity impact or interruption.

Date: 08/14/2026

Contract Price: Increase ☐ Decrease ☒

Total cost of changes not to exceed: \$ -542,993.40

Submittal by: Phillip A. Ramirez 8/17/26
Phillip A. Ramirez, PE Date
(Construction Management)

Submittal by: Gabriel Martinez 8/17/26
Gabriel Martinez - Project Manager Date

Approval Recommended: Abraham Campos 8/17/26
Abraham Campos, PE Dir. Of Public Works/City Engineer Date

Director of Finance: Elizabeth Fuchen Director Date

By: **ROVE ENGINEERING**

Approved: Robert Sawyer City Manager Date

Barbara Beltran
(Project Manager)

Within Approved Council Contract Award contingency limits?

[Signature]
(Signature)

Yes ☒ No ☐

SCHEDULE A
Modification Agreement - Summary of Expenditures for Southern Pump Station

ITEM NO.	ITEM	UNIT	ORIGINAL CONTRACT QTY.	ACTUAL CONTRACT QUANTITY	DIFFERENCE	CONTRACT UNIT PRICE	ACTUAL CONSTRUCTION COST	CONTRACT AND CCO COST	CHANGE IN COST INCREASES/DECREASES
1	Mobilization/Bond	LS	1	1.00	0.00	\$430,292.00	\$ 430,292.00	\$ 430,292.00	\$0.00
2	Dewatering	LS	1	1.00	0.00	\$3,445,558.00	\$ 3,445,558.00	\$ 3,445,558.00	\$0.00
3	Temporary Bypass Pumping of Wastewater (with 100% backup standby capability)	LS	1	0.00	1.00	\$187,456.00	\$ -	\$ 187,456.00	-\$187,456.00
4	Traffic Control	LS	1	1.00	0.00	\$150,000.00	\$ 150,000.00	\$ 150,000.00	\$0.00
5	Pump Station Rom Tec	LS	1	1.00	0.00	\$3,212,800.00	\$ 3,212,800.00	\$ 3,212,800.00	\$0.00
6	14" Sewer Line	LF	2370	2,357.00	13.00	\$309.00	\$ 728,313.00	\$ 732,330.00	-\$4,017.00
7	8" Sewer Line	LF	390	150.00	240.00	\$188.00	\$ 28,200.00	\$ 73,320.00	-\$45,120.00
8	12" Sewer Line	LF	2375	1,025.00	1,350.00	\$219.00	\$ 224,475.00	\$ 520,125.00	-\$295,650.00
9	18" Sewer Line	LF	778	778.00	0.00	\$436.00	\$ 339,208.00	\$ 339,208.00	\$0.00
10	21" Sewer Line	LF	251	251.00	0.00	\$466.00	\$ 116,966.00	\$ 116,966.00	\$0.00
11	Furnish and Install Manholes	EA	12	6.00	6.00	\$64,396.00	\$ 386,376.00	\$ 772,752.00	-\$386,376.00
12	Not in Use						\$ -	\$ -	\$0.00
13	Tunneling Under UPRR	LF	260	260.00	0.00	\$2,067.00	\$ 537,420.00	\$ 537,420.00	\$0.00
14	Tunneling Under IID	LF	190	60.00	130.00	\$3,962.00	\$ 237,720.00	\$ 752,780.00	-\$515,060.00
15	Not in Use						\$ -	\$ -	\$0.00
16	Not in Use						\$ -	\$ -	\$0.00
17	Permits	LS	1	1.00	0.00	\$47,250.00	\$ 47,250.00	\$ 47,250.00	\$0.00
18	Potholing	LS	1	1.00	0.00	\$164,875.00	\$ 164,875.00	\$ 164,875.00	\$0.00
19	Erosion Control	LS	1	1.00	0.00	\$61,269.00	\$ 61,269.00	\$ 61,269.00	\$0.00
20	Survey Monument Preservation	LS	1	1.00	0.00	\$11,248.00	\$ 11,248.00	\$ 11,248.00	\$0.00
21	Construction Staking	LS	1	1.00	0.00	\$64,360.00	\$ 64,360.00	\$ 64,360.00	\$0.00
22	Material Testing	LS	1	1.00	0.00	\$143,716.00	\$ 143,716.00	\$ 143,716.00	\$0.00
23	Special Inspection	LS	1	0.00	1.00	\$31,243.00	\$ -	\$ 31,243.00	-\$31,243.00
ORIGINAL CONTRACT AMOUNT								\$ 11,794,968.00	
3.1	Deleted manholes 1A	EA	6	0.00	0.00	\$ (64,396.00)	\$ -	\$ (386,376.00)	\$386,376.00
3.2	Deleted Laterals from MH PH 1A (8")	LF	240	0.00	240.00	\$ (188.00)	\$ -	\$ (45,120.00)	\$45,120.00
3.3	Deleted 12" Sewer Line	LF	1,350	0.00	1,350.00	\$ (219.00)	\$ -	\$ (295,650.00)	\$295,650.00
3.4	Deleted AC Trench 12" sewer	LF	990	990.00	0.00	\$ (6.28)	\$ (6,217.20)	\$ (6,217.20)	\$0.00
3.5	Deleted AC Trench 18" sewer	LF	800	800.00	0.00	\$ (6.28)	\$ (5,024.00)	\$ (5,024.00)	\$0.00
3.6	RomTec Deletion	LS	1	1	0.00	\$ (97,596.00)	\$ (97,596.00)	\$ (97,596.00)	\$0.00
3.7	Deleted PS Fence replace w/chain link	LS	1	1	0.00	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$0.00
3.8	Deleted PSBuilding replaced w/shade structure	LS	1	1	0.00	\$ (115,062.15)	\$ (115,062.15)	\$ (115,062.15)	\$0.00
3.9	Deleted Landscape	LS	1	1	0.00	\$ (51,109.50)	\$ (51,109.50)	\$ (51,109.50)	\$0.00

SCHEDULE A
Modification Agreement - Summary of Expenditures for Southern Pump Station

3.10	Deleted Irrigation	LS	1	1	0.00	\$ (49,312.35)	\$ (49,312.35)	\$ (49,312.35)	\$0.00
3.11	Add Manhole Phase 1B (4, 5, 7, 8, 45)	EA	5	4.72	0.28	\$ 71,863.00	\$ 339,315.00	\$ 359,315.00	-\$20,000.00
3.12	Add 18" Sewer Line Phase 1B	LF	1,540	1540	0.00	\$ 423.00	\$ 651,420.00	\$ 651,420.00	\$0.00
3.13	Add drop Manhole Phase 1B	EA	2	2	0.00	\$ 80,463.00	\$ 160,926.00	\$ 160,926.00	\$0.00
3.14	ADD Dewatering for Phase 1B STA 19+00 to 34+40	LS	1	1	0.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$0.00
3.15	Deleted Trench patch STA 19+00 to 34+40	LF	1,540	1540	0.00	\$ (5.72)	\$ (8,808.80)	\$ (8,808.80)	\$0.00
4.1	Add MH13-15 (phase 1B, Bid Item 11)	EA	3	3	0.00	\$ 71,863.00	\$ 215,589.00	\$ 215,589.00	\$0.00
4.2	Add Drop MH 12 & 16 (Phase 1B, Bid Item 12)	EA	2	2	0.00	\$ 80,463.00	\$ 160,926.00	\$ 160,926.00	\$0.00
4.3	ADD 18" Sewer main from STA 10+00 to STA 25+23.91 (Phase 1B, Bid Item 9)	LF	1,612	1612	0.05	\$ 428.00	\$ 689,936.00	\$ 689,957.40	-\$21.40
4.4	ADD 12" Sewer Main from STA 26+12 to STA 26+40 (Phase 1B, Bid Item 8)	LF	28	28	0.00	\$ 1,135.00	\$ 31,780.00	\$ 31,780.00	\$0.00
4.5	ADD Dewatering for Phase 1B STA 10+00-26+12 (plan included)	LS	1	1	0.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$0.00
4.6	ADD Tunneling IID Phase 1B (bid item 14)	LF	88	88	0.00	\$ 3,577.00	\$ 314,776.00	\$ 314,776.00	\$0.00
4.7	Dogwood Lateral 2 delivery #28 (Clearing & grubbing only)	LS	1	1	0.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$0.00
4.8	Decommission Exist. Countryside pump station to be abandoned in place, per plans & specs	LS	1	1	0.00	\$ 87,745.00	\$ 87,745.00	\$ 87,745.00	\$0.00
4.9	Potholing	LS	1	1	0.00	\$ 192,369.00	\$ 192,369.00	\$ 192,369.00	\$0.00
4.10	Erosion Control	LS	1	1	0.00	\$ 61,268.00	\$ 61,268.00	\$ 61,268.00	\$0.00
4.11	Survey Monument Preservation	LS	1	1	0.00	\$ 11,250.00	\$ 11,250.00	\$ 11,250.00	\$0.00
4.12	Construction Staking	LS	1	1	0.00	\$ 64,340.00	\$ 64,340.00	\$ 64,340.00	\$0.00
4.13	Material Testing	LS	1	1	0.00	\$ 69,265.00	\$ 69,265.00	\$ 69,265.00	\$0.00
4.14	Sewer Bypass	LS	1	1	0.00	\$ 124,970.00	\$ 124,970.00	\$ 124,970.00	\$0.00
4.15	Traffic Control (Includes HWY 86 lane closure)	LS	1	1	0.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$0.00
4.16	Mobilization Phase 1B	LS	1	1	0.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$0.00
5.1	Mobilization - FDR Operation	LS	1	1	0.00	\$ 56,100.00	\$ 56,100.00	\$ 56,100.00	\$0.00
5.2	Full Depth Reclamation - Profile correction	SF	150,000	150000	0.00	\$ 2.65	\$ 397,500.00	\$ 397,500.00	\$0.00
5.3	Cement Emulsion - FDR on 12" thick reclaimed base	SF	150,000	150000	0.00	\$ 3.20	\$ 480,000.00	\$ 480,000.00	\$0.00
5.4	3/4" HMA Type A - Includes profile correction	TON	4,688	4688	0.00	\$ 158.00	\$ 740,704.00	\$ 740,704.00	\$0.00
5.5	Class II Base Import (6" thick layer)	CY	2,778	2778	0.00	\$ 73.00	\$ 202,794.00	\$ 202,794.00	\$0.00
5.6	Striping and markers - Two coats paint with CALTRANS specs	LS	1	1	0.00	\$ 56,223.00	\$ 56,223.00	\$ 56,223.00	\$0.00
5.7	Utility Adjustments - Water Valves	EA	17	27	-10.00	\$ 1,933.00	\$ 52,191.00	\$ 32,861.00	\$19,330.00
5.8	Road Surveying and Staking	LS	1	1	0.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$0.00
5.9	Geotechnical Testing QC - Pavement Section Materials	LS	1	1	0.00	\$ 31,235.00	\$ 31,235.00	\$ 31,235.00	\$0.00
5.10	SWPPP - Erosivity Waiver procurement	LS	1	1	0.00	\$ 22,627.00	\$ 22,627.00	\$ 22,627.00	\$0.00
6.1	Manhole 42 Installation	LS	1	1	0.00	\$ 51,863.00	\$ 51,863.00	\$ 51,863.00	\$0.00
7.1	Removal Temporary bypass	LS	1		1.00	\$ (187,456.00)	\$ -	\$ (187,456.00)	\$187,456.00
7.2	Removal Special inspection	LS	1		1.00	\$ (31,243.00)	\$ -	\$ (31,243.00)	\$31,243.00
7.3	Removal manhole #45 savings	LS	1		1.00	\$ (20,000.00)	\$ -	\$ (20,000.00)	\$20,000.00
7.4	Time and Material Allocation	LS	1	0.82	0.18	\$ 238,699.00	\$ 195,474.00	\$ 238,699.00	-\$43,225.00
Total							\$ 16,599,502.00	\$ 17,142,495.40	-\$542,993.40

Construction Change Order Memorandum

Project: City of El Centro
El Centro Pump Station
102 W Danenberg Drive
Account No: 214-6123-710106

Contractor: Rove Engineering

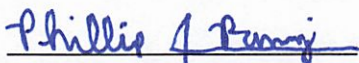
Date: 8/10/2026

Change Order No: 8

Subject: Balancing Change Order

Item 8.1: Reduce difference between Revised Contract Amount and Construction Amount

Balancing of funds is being provided at the request of the City of El Centro. The final costs of construction activities were calculated to be less than the revised contract amount. Therefore, the difference between the final construction amount and the revised contract amount shall be balanced as part of this Change Order. Upon completion of this adjustment, the final construction amount and revised contract amount shall be equal to each other.



Phillip A. Ramirez, PE
Resident Engineer

(To be Attached to Contract Change Order #8)



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-307)

Item: 19.

Meeting: 9/1/2026 3:00 PM

Department: Community Services

Category: Action Item

Prepared by: Clara Obeso, Economic
Development Manager

Department Head: Adriana Nava

DOC ID: 2025-307

**Discussion and Related Action Regarding the Working Hands Workforce
Development Program.**

CITY MANAGER'S RECOMMENDATION:

Provide direction regarding whether to continue or discontinue the Working Hands Workforce Development Program following an update on the program's current status and discussion regarding its future.

FISCAL IMPACT:

The Working Hands Workforce Development Program is funded through Permanent Local Housing Allocation (PLHA) grant funds. The original agreement allocated \$524,658.67 for program implementation. No General Fund contribution is required. As previously reported to the City Council, program expenditures to date are \$322,081.57, with a remaining balance of \$202,577.10.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Community Health, Safety & Welfare

City Beautification, Engagement & Civic Pride

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

Due diligence was carried out when the contract was awarded to Catholic Charities.

BACKGROUND:

In 2022, the City of El Centro received Permanent Local Housing Allocation (PLHA) grant funds to support local housing and homelessness initiatives. As part of the application process, the City developed and submitted a Five-Year Plan detailing how funds would be allocated to eligible activities in accordance with program guidelines. Through extensive public outreach, community stakeholders identified that the greatest need was to assist individuals who are experiencing homelessness or at risk of becoming homeless.

On February 20, 2024, the City entered into an agreement with Catholic Charities Diocese of San Diego to implement the Working Hands Workforce Development Program utilizing PLHA funds. The program was designed as a street-to-work workforce development initiative providing temporary employment opportunities, case management, supportive services, and pathways toward housing stability and self-sufficiency for individuals experiencing homelessness or at risk of homelessness.

The agreement was originally scheduled to expire on February 20, 2026. On February 17, 2026, the City Council considered a staff recommendation to extend the Agreement for an additional one-year term. Following discussion regarding the program, the City Council approved a 120-day extension to allow additional time before determining the future of the

program.

During the extension period, the Working Hands crew continued performing the street cleanup and community beautification activities required under the Agreement. June 17, 2026, was the final day the crew was deployed in the community performing these contracted field activities.

The matter is now returning to the City Council for direction regarding whether the City should continue the Working Hands Workforce Development Program or discontinue the program.

DISCUSSION:

The Working Hands Workforce Development Program was established to provide individuals experiencing homelessness with temporary employment experience and income while connecting participants with services intended to support longer-term employment and housing stability. The program includes employment stabilization, housing identification, financial literacy, case management, housing navigation, and other supportive services.

The program also includes a community beautification component. Working Hands participants performed cleanup activities in designated public areas throughout the City, including collecting trash and debris and performing other cleanup and beautification duties.

The City Council has previously received information and discussed the program, including its implementation, participant outcomes, expenditures, and community beautification activities. The purpose of this item is not to repeat the prior review, but to provide the City Council with the current status of the program and obtain direction regarding its future.

As previously reported, the program enrolled 21 participants, with 11 participants housed and 7 participants employed. Program expenditures totaled \$322,081.57, leaving a remaining PLHA balance of \$202,577.10.

The Working Hands crew continued performing contracted street cleanup and beautification activities during the 120-day extension through June 17, 2026. The City Council is now being asked to determine whether the Working Hands Workforce Development Program should continue or be discontinued.

If Council directs continuation of the program, staff will proceed with the actions necessary to continue program implementation, subject to Council direction and applicable PLHA requirements. If Council directs that the program be discontinued, staff will proceed with the appropriate closeout actions and address the remaining PLHA funds in accordance with the applicable program requirements.

CONCLUSION:

The Working Hands Workforce Development Program has been previously presented to and discussed by the City Council. Following the 120-day extension approved on February 17, 2026, the Working Hands crew continued performing contracted street cleanup and community beautification activities through June 17, 2026.

The item is being presented to the City Council to provide the current status of the program

and obtain direction regarding its future. Staff requests that the City Council determine whether to continue or discontinue the Working Hands Workforce Development Program.

ATTACHMENTS:

1. Copy of CCDSD Working Hands Expenditures - June'25-May'26
2. Signed Agreement

Justification	Catholic Charities Diocese of San Diego															
		Budget	YTD	Balance Remaining	Jun'25	July'25	Aug'25	Sept'25	Oct'25	Nov'25	Dec'25	Jan'26	Feb'26	Mar'26	Apr'26	May'26
	Personnel															
.02 FTE	Director of Homeless Services	\$ 2,060.00	\$ -	\$ 2,060.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
.07 FTE	Program Manager	\$ 5,250.00	\$ 14,777.19	\$ (9,527.19)	\$ 576.02	\$ 428.22	\$ 539.92	\$ 726.59	\$ 955.38	\$ 370.62			\$ 2,173.61	\$ 2,879.14	\$ 2,585.33	\$ 3,542.36
1.0 FTE	Case Worker Coach II	\$ 41,600.00	\$ 27,456.49	\$ 14,143.51	\$ 1,980.23	\$ 1,945.65	\$ 2,395.64	\$ 2,114.00	\$ 3,182.96	\$ 2,183.50	\$ 2,278.35	\$ 1,083.92	\$ 2,442.48	\$ 2,104.33	\$ 2,367.10	\$ 3,378.33
1.0 FTE	Case Worker Coach II	\$ 41,600.00	\$ 13,181.77	\$ 28,418.23	\$ 1,670.01	\$ 1,524.84	\$ 1,526.47	\$ 1,531.99	\$ 2,342.96	\$ 1,436.43	\$ 1,412.95	\$ 878.80	\$ 857.32			
.20 FTE	Cook	\$ 7,904.00	\$ -	\$ 7,904.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Salary Total	\$ 98,414.00	\$ 55,415.45	\$ 42,998.55	\$ 4,226.26	\$ 3,898.71	\$ 4,462.03	\$ 4,372.58	\$ 6,481.30	\$ 3,990.55	\$ 3,691.30	\$ 1,962.72	\$ 5,473.41	\$ 4,983.47	\$ 4,952.43	\$ 6,920.69
	Fringe Benefits	\$ 27,555.92	\$ 13,674.19	\$ 13,881.73	\$ 1,104.72	\$ 1,066.79	\$ 1,227.33	\$ 1,240.31	\$ 1,799.67	\$ 1,142.83	\$ 1,028.03	\$ 586.42	\$ 1,069.47	\$ 956.37	\$ 1,012.24	\$ 1,440.01
	Transportation															
insurance, maintenance, registration, gas tor vehicles used to transporrt workers and remove debris	Insurance/Maintenance/Registration	\$ 6,000.00	\$ 59.98	\$ 5,940.02									\$ 26.99		\$ 32.99	\$ -
	Fuel	\$ 2,500.00	\$ 314.22	\$ 2,185.78		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22.00	\$ 292.22				
	Transportation Total	\$ 8,500.00	\$ 374.20	\$ 8,125.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22.00	\$ 292.22	\$ 26.99	\$ -	\$ 32.99	\$ -
	Operating Expenses															
3 meals a day (est. \$13 person per day) for 15 individuals for 12 months (365days)	Meals for participants	\$ 71,175.00	\$ 14,758.91	\$ 56,416.09						\$ 5,563.96			\$ 9,164.66			\$ 30.29
gloves, shovels, pickers, cans, trash bags, etc.	Supplies for clean up	\$ 15,000.00	\$ 3,416.87	\$ 11,583.13							\$ 15.14				\$ 3,585.41	\$ (183.68)
A cohort of 5 participants at a time (20 hours week x \$16 per hour) 15 unique people total in year one	Stipends for participants	\$ 83,200.00	\$ 69,341.27	\$ 13,858.73	\$ 6,468.00	\$ 6,715.50	\$ 5,742.00	\$ 5,841.00	\$ 7,359.00	\$ 5,313.00	\$ 6,699.00	\$ 4,149.75	\$ 3,828.00	\$ 5,350.14	\$ 5,919.37	\$ 5,956.51
Day Center utilities include water, electricity	Utilities - Day Center	\$ 3,000.00	\$ 1,766.90	\$ 1,233.10	\$ 58.68	\$ 144.48	\$ 115.15	\$ 129.82	\$ 136.10	\$ 191.40	\$ 69.91	\$ 170.76	\$ 101.94	\$ 147.56	\$ 282.92	\$ 218.18
cell phone for WH use	Monthly Cell Service	\$ 420.00	\$ 276.61	\$ 143.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68.82	\$ 34.31	\$ 34.30	\$ 34.81	\$ -	\$ 69.59	\$ 34.78
CCDSD clothing, hats, t-shirts, jacket, sweatshirt	Branded Clothing - Participants & WH	\$ 10,000.00	\$ -	\$ 10,000.00												
	Operating Total	\$ 182,795.00	\$ 89,560.56	\$ 93,234.44	\$ 6,526.68	\$ 6,859.98	\$ 5,857.15	\$ 5,970.82	\$ 7,495.10	\$ 11,137.18	\$ 6,818.36	\$ 4,354.81	\$ 13,129.41	\$ 5,497.70	\$ 9,857.29	\$ 6,056.08
	Indirect 21.80%	\$ 69,163.75	\$ 19,550.92	\$ 49,612.83	\$ 1,174.94	\$ 1,113.98	\$ 1,265.38	\$ 1,251.91	\$ 1,842.42	\$ 2,381.25	\$ 1,059.63	\$ 664.12	\$ 3,459.94	\$ 1,327.05	\$ 2,165.96	\$ 1,844.34
	TOTAL	\$ 386,428.67	\$ 178,575.32	\$ 207,853.35	\$ 13,032.60	\$ 12,939.46	\$ 12,811.89	\$ 12,835.62	\$ 17,618.49	\$ 18,651.81	\$ 12,619.32	\$ 7,860.29	\$ 23,159.22	\$ 12,764.59	\$ 18,020.91	\$ 16,261.12

\$ (0.03)

Catholic Charities Diocese of San Diego - June 2025 - May 2026

Personnel	Estimated Budget	YTD Expenditures
Director of Homeless Services	\$ 2,060.00	\$ -
Program Manager	\$ 5,250.00	\$ 14,777.19
Case Worker Coach II	\$ 41,600.00	\$ 27,456.49
Case Workier Coach II	\$ 41,600.00	\$ 13,181.77
Cook	\$ 7,904.00	\$ -
Total	\$ 98,414.00	\$ 55,415.45
Fringe Benefits	\$ 27,555.92	\$ 27,138.24
Transportation		
Insurance/Maintenance/Registration	\$ 6,000.00	\$ 59.98
Fuel	\$ 2,500.00	\$ 314.22
Transportation Total	\$ 8,500.00	\$ 374.20
Operating Expenses		
Meals for participants	\$ 71,175.00	\$ 14,758.91
Supplies for clean up	\$ 15,000.00	\$ 3,416.87
Stipends for participants	\$ 83,200.00	\$ 69,341.27
Utilities - Day Center	\$ 3,000.00	\$ 1,766.90
Monthly Cell Sevice	\$ 420.00	\$ 276.61
Branded Clothing - Participants WH	\$ 10,000.00	\$ -
Operating Total	\$ 182,795.00	\$ 89,560.56
Total	\$ 317,264.92	\$ 172,488.45
Indirect 21.80%	\$ 69,163.75	\$ 19,550.92
TOTAL	\$ 386,428.67	\$ 192,039.37

AGREEMENT FOR REOCCURRING SERVICES

This AGREEMENT FOR REOCCURRING SERVICES ("AGREEMENT") is made and entered into as of February 20, 2024 (the "Effective Date"), by and between the City of El Centro, a municipal corporation and charter city ("Grantor" or "City"), and Catholic Charities Diocese of San Diego ("Grantee").

RECITALS:

Whereas, CITY as the Grantor issued the Working Hands Workforce Development Program RFP to use Permanent Local Housing Allocation funds (PLHA) to fund services to the homes, as described in the RFP; and

Whereas, Catholic Charities Diocese of San Diego responded to the RFP and is qualified to and wishes to provide such services on the terms and conditions set out in the RFP and this Agreement.

AGREEMENT:

I. SERVICES TO BE PERFORMED BY GRANTEE

Grantee will provide the services listed in the RFP/Scope of Services attached hereto and incorporated herein as Exhibit A. GRANTEE warrants that it is qualified to perform all such services and that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Where there is a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.

II. TERM

Unless earlier terminated in accordance with Paragraph 4 below, the AGREEMENT will continue in full force and effect from the Effective Date for two years, until February 20, 2026. Thereafter, the City may extend the term of this for an additional two (2) year period on the same terms and conditions. This Agreement may be terminated as set out in Section IV below.

III. COMPENSATION

A. Grantee's Fee

For services rendered pursuant to this AGREEMENT, GRANTEE will be paid monthly or quarterly in accordance with the compensation provisions included within Exhibit A, provided, however, that in no event will the total

amount of money paid the GRANTEE, for services contemplated by this AGREEMENT, exceed the sum of Five Hundred Twenty Four Thousand Six Hundred Fifty Eight and Sixty Seven Cents (\$524,658.67) ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment

Provided the GRANTEE is not in default under the terms of this AGREEMENT, upon presentation of an invoice, GRANTEE will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within forty-five calendar days after the date of the invoice.

IV. TERMINATION OF AGREEMENT

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the GRANTEE at least thirty (30) days prior written notice. Upon receipt of said notice, the GRANTEE shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT, such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to GRANTEE the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CITY. Upon termination of the AGREEMENT pursuant to this Section, the GRANTEE will submit an invoice to the CITY pursuant to Section 3.

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, 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 adjustment of compensation.

VI. RETENTION OF FUNDS

GRANTEE authorizes CITY to deduct from any amount payable to GRANTEE (whether or not arising out of this AGREEMENT) any amounts the payment of which may be in dispute or that are 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 GRANTEE's acts or omissions in performing or failing to perform GRANTEE'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 GRANTEE, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, 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 GRANTEE to insure, indemnify, and protect CITY as elsewhere provided in this AGREEMENT.

VII. CITY REPRESENTATIVE

Adriana Nava, Community Services Director (or designee) is designated as the "CITY Representative", authorized to act in its behalf with respect to the work 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.

VIII. GRANTEE REPRESENTATIVE(S)

The following principal(s) of GRANTEE are designated as being the principal(s) and representative(s) of GRANTEE authorized to act in its behalf with respect to the work specified in this AGREEMENT and make all decisions in connection with this AGREEMENT:

Appaswamy "Vino" Pajanor, Chief Executive Officer

IX. INDEPENDENT CONTRACTOR

The GRANTEE 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 the GRANTEE or any of the GRANTEE's employees, except as otherwise set forth in this AGREEMENT. The GRANTEE 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. BUSINESS LICENSE

The GRANTEE must obtain a City business license prior to the start of work under this AGREEMENT, unless GRANTEE is qualified for an exemption.

XI. OTHER LICENSES AND PERMITS

GRANTEE warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this AGREEMENT.

XII. GRANTEE'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

XIII. INDEMNIFICATION

GRANTEE shall indemnify, defend, and hold harmless the CITY, and its officers, employees and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the GRANTEE's performance of its obligations under this AGREEMENT or out of the operations conducted by GRANTEE, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from GRANTEE's performance of this AGREEMENT, the GRANTEE shall provide a defense to the CITY indemnitees or at the CITY's option, reimburse the CITY indemnities 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 indemnity. In the event of any dispute between GRANTEE and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, or agents, GRANTEE will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. GRANTEE 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.

XIV. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to GRANTEE, in the event of any default or breach by the CITY or for any amount that may become due to GRANTEE.

XV. INSURANCE

Without limiting GRANTEE's indemnification of CITY, and prior to commencement of Work, GRANTEE 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.

General liability insurance. GRANTEE shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. GRANTEE 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 GRANTEE arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] GRANTEE shall obtain and maintain an umbrella or excess liability insurance policy with limits 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, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

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

GRANTEE 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.

Other provisions or requirements

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

Duration of coverage. GRANTEE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by GRANTEE, his agents, representatives, employees or subconsultants.

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow GRANTEE or others providing insurance evidence in

compliance with these specifications to waive their right of recovery prior to a loss. GRANTEE hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the GRANTEE maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the GRANTEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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

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

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

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

Pass through clause. GRANTEE agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by GRANTEE, provide the same minimum insurance

coverage and endorsements required of GRANTEE. GRANTEE 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. GRANTEE agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

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

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

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

Additional insurance. GRANTEE 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.

XVI. CONFLICT OF INTEREST

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

XVII.

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 on 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 three mail delivery 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 on receipt, if delivery is confirmed by a return receipt.
- D.** Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.
- E.** Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice; notice is effective on 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
1249 W. Main St.
El Centro, Ca 92243
Attention: Adriana Nava Community
Services Director

To GRANTEE: Catholic Charities Diocese of San Diego
3888 Paducah Drive
San Diego, CA 92117
Attention: Appaswamy "Vino" Pajanor
Chief Executive Officer

- 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.

XVIII. 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 GRANTEE without the prior written consent of the other.

XIX. INTEGRATION; AMENDMENT

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

XX. 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.

XXI. 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.

XXII. TIME OF ESSENCE

Time is of the essence in the performance of this AGREEMENT.

XXIII. GOVERNING LAW; JURISDICTION

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

XXIV. COMPLIANCE WITH STATUTES AND REGULATIONS

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

XXV. 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.

XXVI. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this AGREEMENT (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this AGREEMENT, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post judgment attorney's fees costs and expenses and any attorneys' fees or costs incurred on appeal of any judgment.

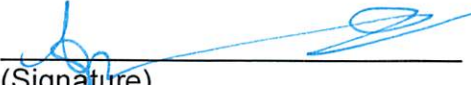
XXVII. EXHIBITS

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

XXVIII. GRANTEE'S AUTHORITY TO EXECUTE

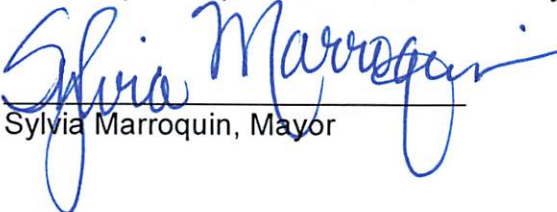
The persons executing this AGREEMENT on behalf of the GRANTEE warrant that (i) the GRANTEE is duly organized and existing under the appropriate State laws; (ii) they are duly authorized to execute this AGREEMENT on behalf of the GRANTEE; (iii) by so executing this AGREEMENT, the GRANTEE is formally bound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

GRANTEE: Catholic Charities Diocese of San Diego

By: 
(Signature)

Appaswamy "Vino" Pajanor
Chief Executive Officer

City of El Centro
A Municipal Corporation and Charter City



Sylvia Marroquin, Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:

City Attorney

By: Elizabeth Martyn
Elizabeth Martyn

Attachments:	Exhibit A	Scope of Services and Compensation
	Exhibit B	Compensation Schedule

EXHIBIT A - SCOPE OF SERVICES



CITY OF EL CENTRO WORKING HANDS WORKFORCE DEVELOPMENT PROGRAM

**PROPOSAL SUBMITTAL DEADLINE
5:00 PM, JANUARY 29, 2024**

Community Services Department
Economic Development Division
1249 Main Street
El Centro, CA 92243
(760) 337-4543
www.cityofelcentro.org

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WORKING HANDS WORKFORCE DEVELOPMENT PROGRAM**A. BACKGROUND**

The City of El Centro ("City") has received approximately \$1.4 million in Permanent Local Housing Allocation (PLHA) funds (also called the "grant"), a portion of which has been allocated to assist persons who are experiencing or are at risk of homelessness (the "chronically homeless" or "homeless"). The proposed project is the first of its kind in the City and in the Imperial Valley. The El Centro Community Services Department searched for and received the grant for the specific purposes set out here.

Pursuant to the PLHA Guidelines, eligible activities include, but are not limited to supportive services and case management services that allow chronically homeless persons to obtain and retain housing. Funding may also be used for the operation and capital costs of navigation centers.

Catholic Charities Diocese of San Diego currently operates a navigation center in El Centro, specifically at 250 W. Orange Avenue. The goal of the navigation center is to assist homeless individuals by providing supportive services with the goal of rehabilitating individuals.

Pursuant to the provisions of the grant, the funds may be awarded consistent with City procurement policies. City Municipal Code Section 2-177(a)(1) and (2) provide that the City's competitive bidding or RFP requirements do not apply to contracts for which there is only one source or for professional services. Catholic Charities is the only entity within El Centro with a navigation center that currently serves and is capable of serving the chronically homeless population within the City. Catholic Charities has expressed its interest and ability in providing a proposal to meet the terms and goals of the grant. Therefore, the City has determined to award this grant to Catholic Charities on a sole source basis upon receipt of a proposal acceptable to both parties.

B. OVERALL PURPOSE AND GOALS

Given Catholic Charities' experience and proven capacity working with homeless individuals and operating a local navigation center in El Centro, the City seeks a proposal from Catholic Charities to create a street outreach program with a workforce development component. Employment success and housing stability are interconnected, yet homeless service systems seldomly provide any type of earned income. Many people who are experiencing homelessness report that they want to work and that employment and increased income are crucial to help them permanently exit homelessness.¹

The City seeks to partner with Catholic Charities to support economic opportunity and advancement for people experiencing homelessness. By targeting employment opportunity and providing job training and other resources in a coordinated way, the City will be in a better position to strengthen pathways to employment and housing stability. The City firmly

¹ Burt, Martha et. al. (1999) Homelessness: Programs and the People They Service, Findings of the National Survey of Homeless Assistance Providers and Clients. Washington D.C.: Urban Institute.

believes that a partnership with Catholic Charities could reduce overall resource demands on the local homeless system of care as individuals transition to self-sufficiency, thus meeting the City's goals as well as those of Catholic Charities.

Integrating workforce development with homeless services will be used as a strategy to improve access and maximize employment and income resources among those experiencing homelessness. While this program and partnership with Catholic Charities is a pilot program, the objective is to reduce the number of homeless individuals in the community by providing a customized transitional job, targeting the chronically homeless in El Centro.

C. TERM OF CONTRACT

The term of the agreement is anticipated to be two (2) years with the option to renew for up to two (2) subsequent years, contingent upon satisfactory performance, availability of funds, demonstrated need, and project outcomes as set out in Section E – PERFORMANCE EXPECTATIONS below.

D. SCOPE OF WORK

Services supported by the City of El Centro funds must benefit homeless persons who are living in El Centro. Services under these contracts must be delivered within the City limits of El Centro. The City is requesting services in the following specified areas:

1. Generally, Catholic Charities will outreach local homeless individuals, provide daily employment for a window of time during the hours of 8:30 AM to 12:30 PM. Participants will work on cleanups of local public property in exchange for a daily cash wage. The program will also be provided transportation to the work site, a lunch and wrap-around services.
2. **Working Hands Workforce Development Program-** The City desires to fund the establishment of a Working Hands Program to beautify the community and eliminate blight while providing an opportunity for unhoused individuals to receive daily cash payments by providing manual labor. During the 4-hour workday, program participants will gather debris/weeds/miscellaneous trash. Catholic Charities' Program Manager will be responsible for selecting the designated area to be cleaned weekly and will coordinate with City staff regarding the designated area to be cleaned.
 - a. **Number of participants-** The City anticipates that in year one, the program, at minimum will have five participants with a goal of increasing the number of participants per year.
 - b. **Hours and days of work-** Work will be completed by program participants Monday through Friday between the hours of 8:30 AM to 12:30 PM except as otherwise scheduled based upon weather or similar environmental conditions or emergencies.

- c. **Number of Staff-** Catholic Charities shall provide a Program Manager and two Case Workers.
 - d. **Vehicles-** The City will donate two vehicles for this Program to be used for transportation associated with the Working Hands Program.
 - e. **Other Miscellaneous Equipment-** Catholic Charities will provide participants with gloves, heavy duty trash bags, pickers, dust pans, and carts, along with appropriate work attire. If necessary, Sharps containers will also be provided by Catholic Charities.
 - f. **Meals-** Catholic Charities will provide program participants with breakfast and lunch.
 - g. **Stipend-** Catholic Charities will provide program participants with a stipend of at least minimum wage per hour for up to 20 hours a week.
3. Catholic Charities will be required to participate in the Continuum of Care (CoC) Coordinated Entry System and in a Homeless Management Information System (HMIS).

E. PERFORMANCE EXPECTATIONS

1. Working Hands Program

- a. **Work Schedule –** The City anticipates that workers will work at least four (4) hours per day. The number of days per week the program is to operate will be based on participation and availability of program staff. A schedule approved by the City is to be established and observed to ensure that program participants will know when the work opportunities will be available.
- b. **Worker Safety –** Catholic Charities must ensure the safety of program participants at all times. This includes, but is not limited to:
 - i. Intoxicated and/or individuals under the influence of narcotics are not permitted.
 - ii. Water must be available at all times.
 - iii. Face masks and hand sanitizer must be available to all workers.
 - iv. Workers will not be permitted to work on city streets without an approved traffic control plan and proper signage.
 - v. Participants/workers will be required to sign appropriate waiver or releases of the City either prepared or approved by the City.
 - vi. Catholic Charities will provide workers' compensation or other coverage.

- c. Wages - Workers are to be paid at least the current minimum wage for every hour, or part thereof, of work performed. Workers are to be paid in cash at the end of each work session. Catholic Charities is responsible for any and all wage reporting for tax purposes.
- d. Outreach – It is the desire of the City to ensure the program benefits the chronically homeless. Catholic Charities will be responsible for outreach in order to obtain program participants.
- e. Program Transportation – The Program must provide transportation from designated pick up locations to the job sites and return transportation.
- f. Wrap around services
 - i. Assistance in obtaining State identification cards
 - ii. Obtaining/retrieving Social Security information and benefits
 - iii. Education on banking including assistance opening a bank account
 - iv. Tax assistance
- g. Proposers should be prepared to meet with City Staff and other identified stakeholders to address the issue of homelessness in the City of El Centro.

F. FUNDING

The City contemplates the provision of start-up funding in an amount to be specified by Catholic Charities in its proposal. Thereafter, the City contemplates reimbursement on a monthly or quarterly basis based upon invoices showing costs of the services provided plus a single administrative payment.

G. PERFORMANCE REVIEW

The agreement will set out quarterly reviews based on the scope of work (participants served and funds expended) and criteria set out in the proposal. Annual extensions are contingent upon at least satisfactory annual reviews.

H. ORGANIZATION OF PROPOSAL

1. **The proposal must be provided via email to Adriana Nava, Community Services Director, anava@cityofelcentro.org. by January 29, 2024.** All questions should be submitted by no later than January 22, 2024. The City will respond to all questions in writing via email or will document telephone conversations in writing. After submission of the proposal, the City and Catholic Charities will meet to finalize the provisions of the program and the City will provide a form of agreement for discussion and execution.
2. The proposal must be signed by an authorized representative of the entity committing the respondent to provide the services.
3. **Content Requirements**

- a. **Executive Summary**

The respondent should provide an executive summary that explains its understanding of the City of El Centro needs and objectives and how its proposal would address them. The summary must discuss the respondent's proposed staff and their professional and technical qualifications.

- b. **Professional Qualifications and Specialized Experience**

The respondent must provide the following:

- i. Organization Profile Information, including key staff members and case managers
- ii. Experience Providing Similar Services to Other Agencies/Jurisdictions
- iii. Capacity to Perform Services/Programs or Activities:
 - The respondent must describe days and hours of operations, number (estimated) of service hours provided annually, how the services/programs or activities will be monitored.
- iv. Scope of Work for proposed work with City of El Centro:
 - Detail the outreach and engagement methods for contacting homeless individuals.
 - Identify and describe proposed supportive services, including case management that will be provided to homeless individuals and housing.
 - Describe any other miscellaneous services to homeless individuals or innovative approaches related to the prevention of homelessness.

c. Cost

The cost will be commensurate with the services provided. The City of El Centro has allocated funding for these services. The respondent should provide hourly billing rates for each proposed employee as well as other proposed costs including administrative overhead that would be charged as a percentage of the hourly-billing rate, as well as itemized costs for the delivery of each program/service (Exhibit A - Sample Budget Worksheet).

d. References

Provide three (3) references (company, contact, phone number, date(s) and description of service(s) provided). References should be entities for which similar services have been provided.

e. Disclosures

A complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or a verification of no responsive incidents. Failure to comply with the terms of this provision may disqualify any proposal. The City of El Centro reserves the right to reject any proposal based upon the Proposer's prior history with the City of El Centro or with any other party, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failures. If there are no disclosures to report, this section must still be included in submittal with an indication that there are no reportable disclosures.

I. PREPARATION AND NEGOTIATION OF CONTRACT

After submission of a proposal, the City shall prepare and review with Catholic Charities an agreement incorporating the terms and conditions of the proposal as well as general contract terms to support and protect both parties. Catholic Charities should carefully review the agreement and, if desired, have it reviewed by legal counsel. Once agreed upon, a copy by Catholic Charities will be prepared for consideration of the City Council on the agenda for a public meeting.

J. CITY COUNCIL REVIEW AND APPROVAL

The City Council may, at its sole discretion, choose to reject or modify any or all of the terms of the agreements. No proposal shall be binding upon the City until an agreement is signed by duly authorized representatives of both Catholic Charities and the City.

K. GENERAL TERMS AND CONDITIONS**1. Good Faith**

This proposal request has been compiled in good faith. The information contained within is selective and subject to City update, expansion, revision and amendment which will be provided to Catholic Charities.

2. Not an Award

Nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting an offer or award of a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

3. Right to Reject Proposals, Change Criteria or Cancel the Proposal

The City reserves the right to amend or modify this any request for proposals as necessity may dictate, to reject any and all proposals submitted in response to this RFP or to waive, at its discretion, any irregularity, which the City deems reasonably correctable or otherwise not warranting rejection. The City further reserves the right to reject all proposals and reissue a Request for Proposals. The City reserves the right to amend, revise, or change the criteria listed here or to cancel the process.

EXHIBIT "A"

SAMPLE BUDGET WORKSHEET

Working Hands Program Budget

Category	Description	Monthly Cost	Annual Cost	Notes
Staffing	Program Manager			
Staffing	Two (2) Case Workers			
Outreach	Marketing expenditures			
Equipment	Maintenance of program vans			
Fuel	Fuel for program vans			
Office Supplies				
Admin	Admin related expenses			
	Total			



Catholic Charities Diocese of San Diego Working Hands Workforce Development Program Proposal

Catholic Charities Diocese of San Diego (CCDSD) is enthusiastic about the opportunity to collaborate with the City of El Centro on the Working Hands Program. Our proposal aligns with the City's vision to address homelessness by integrating workforce development and housing solutions. Through our experience in homeless services, CCDSD is well-equipped to implement the pilot program, contributing to the beautification of the community and the lives of people who are unhoused.

CCDSD has 40 years of experience in running Day Center programs, and through decades of working with people who are unhoused, our team has a deep understanding of why it takes longer to assist people in a Day Center environment. CCDSD stands as a beacon of hope and support for individuals experiencing homelessness. With a dedicated commitment to making a positive impact, our agency has been at the forefront of addressing homelessness challenges.

The Homeless Services Department addresses the needs of people who are unsheltered in San Diego and Imperial County. We operate three shelters, two day centers, and seven affordable housing locations throughout both counties. This Department provides safety-focused, trauma-informed services that address substance abuse, access to behavioral health and health services, and access to employment and housing resources. It also addresses the immediate needs of people who are unsheltered, offering access to laundry and hygiene facilities, clean clothing, three healthy meals, a phone, and a mailing address. Rental Assistance is also available to people who are at risk of losing their housing in Imperial County, and both counties provide Rapid Rehousing Services.

CCDSD currently operates the Catholic Charities Day Center (CC Day Center) at 250 W. Orange Avenue in El Centro, a crucial hub for providing supportive services with the primary goal of providing wrap-around, trauma-informed services to people who are unhoused. The CC Day Center serves as a lifeline for those in need, offering essential services and support to help individuals regain stability.

With a track record of being a successful unhoused service provider, CCDSD brings a wealth of experience and proven capacity to the Working Hands Workforce Development Program. Our expertise in operating the local CC Day Center showcases our ability to navigate the complex needs of the people who are unhoused. Recognized as the sole entity within El Centro with the CC Day Center, CCDSD has been identified as the essential provider capable of serving the chronically homeless population in the City.

CCDSD's dedication to addressing the multifaceted challenges of homelessness is evident in its partnership with the City of El Centro to create a street outreach program with a workforce development component. By leveraging its experience and understanding of the local context, CCDSD aims to enhance economic opportunities and housing stability for the people we serve.



Acknowledging the interconnectedness of employment success and housing stability, CCDSD is taking the lead in implementing this pilot program. CCDSD envisions a program that not only provides transitional jobs but also fosters self-sufficiency, reducing the overall resource demands on the local system of care. Our proactive stance, extensive experience, and unwavering commitment to serving people who are unhoused make it a pivotal partner in the Working Hands Workforce Development Program. Our impactful work continues to bring positive change to the lives of those facing homelessness in El Centro.

The Caseworker Coaches at the CC Day Center conduct intakes and provide a thorough orientation of program services, procedures, and behavioral expectations. At intake, the Caseworker Coaches collect demographic information and other pertinent information. Consistent with a Housing First approach to service delivery, the CC Day Center is a low-barrier program requiring minimal prerequisites to access services. Intake and orientation are offered daily, every day of the year. Caseworker Coach II team members are responsible for conducting a needs assessment using the Place Value instrument when appropriate and will develop a client-centered Service Plan to mitigate housing, income, and other psycho-social barriers to permanent housing. Caseworker Coaches meet with participants, depending on their level of need, to update progress toward goals and adjust Service Plans. All case management notes are entered into the HMIS and CCDSD's internal data tracking systems.

Case management is provided by highly trained and experienced in-house Caseworker Coaches who possess trauma-informed knowledge and skills to help participants navigate through systems while serving as supporters and motivators. The team makes referrals and supports participants in following through. Services include assessment of housing needs, healthcare options, social and employment programs, educational programs, and other federal and state programs for eligible participants. The case managers serve as the connectors to these services and work closely with service providers such as the Department of Social Services, Imperial County Behavioral Health Services, Imperial Valley Veterans Service Office, and other community partners.

The Program Manager, in collaboration with the team, develops Service Plans that are consistent with each participant's needs and goals. The information collected may include housing, family support, educational attainment, job readiness, etc. The Service Plan reflects the participant's strengths, resources, priorities, concerns, capabilities, interests, and informed choices. The Caseworker Coaches ensure that services are provided in accordance with each participant's Service Plan.

The Director of Homeless Services meets with the Program Manager monthly to review the current caseload and discuss emerging needs, participation records, and progress toward self-identified goals for participants. The CC Day Center provides follow-up services during the months after housing is obtained to support participants in sustaining long-term housing stability.

CCDSD offers services to low-moderate income individuals and families earning less than 80% of the area median income, unsheltered adults, foster children and parents, people living with disabilities, seniors, immigrants, and refugees. We provide services to our county's most disadvantaged and



underserved communities, including communities in the San Diego Promise Zone and Opportunity Zone. Our programs are grouped into four general departments.

The CC Day Center is a critical bridge for people who are unsheltered to begin to stabilize and obtain information and resources with the ultimate goal of moving from the street to housing. In addition to providing safe, stable respite for men, women, and children with the greatest vulnerability and special needs, the program is also an entry point to a coordinated housing placement system for people unable to resolve their homelessness in other ways. The inclusion of prevention, outreach, and HMIS activities in the current proposal will ensure that the CC Day Center will provide comprehensive services to its target population while also maximally benefiting the Imperial Valley CoC. With daily outreach to people who are unhoused, the program will help to grow the region's housing placement database with assessed individuals and households ranked in order of vulnerability and housing placement priority. With the program's HMIS funding, CCDSD will ensure that all data from the CC Day Center and its partners are integrated meaningfully with region-wide information to help direct future responses and priorities and to strengthen the CoC's capacity to rapidly reduce the number of homeless individuals and households throughout the county.

Using a trauma-informed, housing-first approach, CC Day Center provides 3 meals daily, hygiene facilities, and multiple services: Case Management, health education, screenings, referrals, family reunification, and more offered on-site. The CC Day Center also provides referrals for behavioral health services, ESL classes, employment training, and placement assistance. The program's supportive services are focused on self-sufficiency through basic employment-readiness coaching and self-advocacy skills for finding housing and obtaining services. An array of partner agencies contributes to comprehensive service plans that assist residents in resolving obstacles, including past trauma. Together, the complete blend of support services at the CC Day Center is designed to remove barriers to self-reliance and enable individuals to obtain and succeed in employment or to secure public benefits and other income to maximize their self-reliance and housing stability.

Key partners providing supportive services to the people we serve include Behavioral Health Services, Imperial County Department of Public Health, Imperial County Department of Social Services, Center for Employment and Training, Campesinos Unidos, and Covered California Staff. The Imperial Valley Food Bank assists with the provision of food for the CC Day Center. To assist participants in accessing permanent housing, our partners include Imperial County Housing Authority and Calexico Housing Authority. The Case Worker Coaches are responsible for identifying potential Working Hands participants through direct street outreach activities and from within the Day Center participant community. Candidates will be informed of a new "Working Hands Workforce Development Program" piloted by CCDSD and the City of El Centro. People enrolled in the Working Hands program will perform street clean-up for up to 20 hours a week and be compensated minimum wage for performing this work. The street clean-up will take place Mondays- Fridays 8:30 AM-12:30 PM, except as otherwise scheduled based upon weather or similar environmental conditions or emergencies. Everyone will meet at the CC Day Center to be driven to the downtown area to clean up the streets. Breakfast will be offered before



the team leaves on clean-up duty, and lunch will be provided for those working when they return to the Center at 1 PM. The program will provide participants with gloves, heavy-duty trash bags, pickers, dustpans, and carts.

During the 4-hour workday, the Working Hands program participants will pick up garbage, debris, and other items not intended for the public streets in downtown El Centro. There will be a designated street area that will be cleaned each day. The Case Worker Coaches will be responsible for creating the street grid for this program. The street grid will also have notes showing how many bags of garbage were picked up in each area. This data will help determine future routes and problem areas in downtown El Centro. The City of El Centro will determine where the garbage and debris that is picked up every day will be disposed of. Outreach and clean-up activities will initially focus on the downtown of El Centro and gradually expand to other areas of the City.

After lunch, Working Hands participants will have the opportunity to meet with Case Worker Coaches to establish goals, including obtaining longer-term employment and housing. Goals will be selected by participants with support from Catholic Charities team members. CCDSD Case Worker Coaches are responsible for cultivating and maintaining robust lists of available housing options. The Case Worker Coaches remain available after participants are housed to ensure successful collaboration between landlords and tenants and mediate differences with the goal of helping clients to maintain their housing. The Housing Specialist will also use funds from other CCDSD grants to help eligible participants obtain housing. Rapid Rehousing funds will be accessible to people matched to this program through Coordinated Entry.

The Case Worker Coaches will be available to help the Working Hands participants possibly find other employment opportunities matching participants with roles that suit their skills and experience. Resumes, letters of recommendation, and other job readiness preparations will help participants with job placement.

The Working Hands program will be a steppingstone to stability, employment, and housing while helping the city of El Centro clean up the busy streets. The goal of this program is for participants to work for a short period of time and move on to more secure and sustainable work as they progress. We will continuously rotate people through the program, helping individuals with this first step of being responsible and accountable.

The CC Day Center is a respite from the streets and provides basic necessities while giving participants access to vital services and resources. CCDSD envisioned the CC Day Center as an entrance point into the many other services offered in El Centro. Less than a year into its inception, the CC Day Center has created a community with people who are unhoused or vulnerable in El Centro.

Being unhoused is traumatic and is typically the result of a series of unfortunate events. When people find themselves unhoused, there are often many complex barriers that make it difficult to return to stability and obtain housing again. We provide access to basic services, including food, restrooms,



shower and laundry facilities, hygiene supplies, and a safe respite from the streets. In this safety-focused, trauma-informed setting, we can begin to address the other barriers holding someone back from achieving stability and obtaining housing. That is where our skilled case workers can begin their work. Connecting participants with case workers gives them access to vital resources and support navigating systems that can be overwhelming and confusing for people unfamiliar with these processes. Simply obtaining an ID card seems like an insurmountable task. An example of how meeting basic needs can solve complex problems is the process of helping participants find employment. When unhoused, the participants have little to no access to clean clothes and showers. As a result, they were reluctant to apply for work and, if they did, were not perceived as presentable when they approached potential employers. When participants are at the CC Day Center, individuals have access to showers and laundry services, which allows them to seek employment while looking presentable and more confident.

Having access to nutritious food is a huge obstacle for unhoused individuals. All food is not equal. CCDSO provides participants with meals that are healthy and nutritious, increasing their overall health. We prepare full meals that include vital food groups in our kitchens so that participants who lack access to food storage or cooking facilities are not limited to eating only what is accessible. The preparation of food in this facility ensures that the food is safe, healthy, and economically prepared. By doing this, we are protecting their health and hopefully barring them from facing any more obstacles in their path to self-sufficiency.

CCDSO is committed to the success of the Working Hands Program. We look forward to collaborating closely with the City of El Centro to address homelessness, empower individuals, and create positive, lasting change within the community.

References:

Imperial County Department of Social Services

Paula Llanas, MSW, Director

(760) 337-6884

July 1, 2020- June 30, 2024

CCDSO has had many contracts with the Imperial County Department of Social Services for our programs that work with the unhoused. They include operational support and rapid rehousing funding to support the unhoused in Imperial County.

Imperial County Behavioral Health Services (ICBHS)

Mary H. Esquer, MSW, Deputy Director

(422) 265-7886

December 2023- June 2026

CCDSO is working in partnership with ICBHS to administer the Behavioral Health Bridge Housing Program to address the immediate and sustainable housing needs of unhoused people who have serious behavioral health conditions, including serious mental illness and/or substance use disorder.



San Diego Housing Commission

Casey Snell, Vice President of Administration, Homelessness Innovations
(619) 578-7691

June 2022- July 2025

CCDSD, in partnership with the San Diego Housing Commission, opened Rachel's Promise in June 2022. Rachel's Promise is a low-barrier 40-bed 24/7 shelter designed to meet the needs of women facing multiple complex barriers to housing. The focus is on sheltering women who are most vulnerable but are not accepted into confidential domestic violence locations.

CCDSD does not have any alleged significant prior or ongoing contact failures, any civil or criminal litigation or investigations pending that involve the Proposer, or verification of no responsive incidents.

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

Appaswamy "Vino" Pajanor
Chief Executive Officer

Catholic Charities Working Hands Program Start-Up One Time Costs

START UP COSTS- ONE TIME COST

Technology

Laptop	\$	1,000.00	DELL Latitude 3520 (2)
Computer	\$	800.00	
Dual Monitors for Computers (2)	\$	500.00	DELL Optiplex 3090 Micro Computers with supplies DELL 23 Monitor – P2319H for onsite offices,
Dual Monitors for Computers (2)	\$	500.00	mobiles offices
iPhone SE	\$	430.00	

Technology Total:	\$	3,230.00	
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TOTAL Start Up	\$	3,230.00	
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EXHIBIT B - COMPENSATION SCHEDULE**Catholic Charities Diocese of San Diego -Budget Year 1 Working Hands Program****Personnel**

Director of Homeless Services	\$	2,060.00	.02 FTE
Program Manager	\$	5,250.00	.07 FTE
Case Worker Coach II	\$	41,600.00	1.0 FTE
Case Worker Coach II	\$	41,600.00	1.0 FTE
Cook	\$	7,904.00	.20 FTE
Total	\$	98,414.00	

Fringe Benefits \$ **27,555.92**

Transportation

Insurance/Maintenance/Registration	\$	6,000.00	insurance, maintenance, registration gas for vehicles used to transport workers and remove
Fuel	\$	2,500.00	debris
Transportation Total	\$	8,500.00	

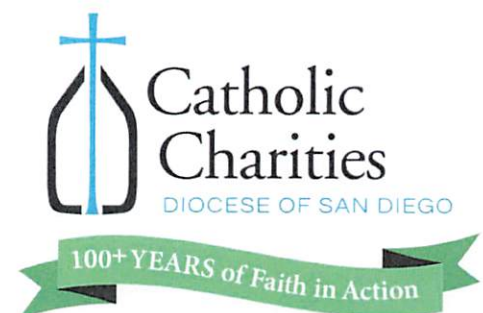
Operating Expenses

Meals for participants	\$	71,175.00	3 meals a day (est. \$13 person per day) for 15 individuals for 12 months (365days)
Supplies for clean up	\$	15,000.00	gloves, shovels, pickers, cans, trash bags, etc.
Stipends for participants	\$	83,200.00	A cohort of 5 participants at a time (20 hours week x \$16 per hour) 15 unique people total in year one
Utilities - Day Center	\$	3,000.00	Day Center utilities include water, electricity
Monthly Cell Service	\$	420.00	cell phone for WH use
Branded Clothing - Participants & WH st		10,000.00	CCDSD clothing, hats, t-shirts, jacket, sweatshirt
Operating Total	\$	182,795.00	

Total \$ **317,264.92**

Indirect 21.80% \$ 69,163.75

TOTAL \$ **386,428.67**





City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-236)

Item: 20.

Meeting: 9/1/2026 3:00 PM

Department: Public Works

Category: Informational Items

Prepared by: Elizabeth Zarate, Analyst

Department Head: Abraham Campos

DOC ID: 2026-236

Update Emergency Declaration - WWTP Bar Screen Failure.

CITY MANAGER'S RECOMMENDATION:

Informational item only

FISCAL IMPACT:

No impact to the General Fund. Project is funded by the wastewater enterprise working capital. Estimated cost are about \$800,000.00.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Environmental Sustainability & Infrastructure

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

N/A

BACKGROUND:

The first piece of equipment that receives incoming sewer flow. The purpose of the 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. The trash bar failed on January 20, 2026, Council approved a local emergency resolution to allow the repairs to proceed quickly.

DISCUSSION:

Staff has obtained quotes from the equipment supplier and has placed the order. At the May 5th Council Meeting, two agreements were approved. Notice to Proceed was issued for Cholla Construction on June 15, 2026 and they have begun mobilization on repairs to the Bar Screen at the WWTP. Parkson's agreement for the equipment has been issued a Notice to Proceed on June 15, 2026 and equipment is being designed.

The concrete repair work has been completed by Cholla. Staff is awaiting for delivery of equipment.

CONCLUSION:

Informational item only.

ATTACHMENTS:

None



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-306)

Item: 21.

Meeting: 9/1/2026 3:00 PM

Department: City Clerk

Category: Informational Items

Prepared by: Norma Valenzuela,
Secretarial Assistant

Department Head: Norma Wyles

DOC ID: 2026-306

Received and referred to Community Development Department, Application for Alcoholic Beverage License — Patriot Gas Adams Avenue Inc. 815 Adams Ave El Centro, CA 92243-2003.

CITY MANAGER'S RECOMMENDATION:

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

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

BACKGROUND:

DISCUSSION:

CONCLUSION:

ATTACHMENTS:

1. APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE PATRIOT GAS ADAMS AVE

Department of Alcoholic Beverage Control
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE
ABC 211 (6/99)

State of California
CITY CLERK'S
AUG 21 '26 AM 11:03

TO: Department of Alcoholic Beverage Control
34-160 GATEWAY DR.
STE 120
PALM DESERT, CA 92211
(760) 324-2027

File Number: **681258**
Receipt Number: **3143412**
Geographical Code: **1304**
Copies Mailed Date: **August 18, 2026**
Issued Date:

DISTRICT SERVING LOCATION: **PALM DESERT**

First Owner: **PATRIOT GAS ADAMS AVENUE INC**

Name of Business:

Location of Business: **815 ADAMS AVE
EL CENTRO, CA 92243-2003**

County **IMPERIAL**

Is Premises inside city limits **Yes** Census Tract: **0115.00**

Mailing Address:(If different
from
premises address) **PO BOX 2615
RANCHO SANTA FE, CA 92067-2615**

Type of license(s): **21** Dropping Partner: Yes___ No___

Transferor's license/name: **643752 / 7 ELEVEN INC**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
21 - Off-Sale General	PER	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	ISSUE TEMPORARY PERMIT	NA	1	08/18/26	\$100.00
Application Fee	PERSON TO PERSON TRF	NA	0	08/18/26	\$1,565.00
21 - Off-Sale General	ANNUAL FEE	NA	0	08/18/26	\$1,009.00
Total					\$2,674.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the
Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of **IMPERIAL**

Date: **August 18, 2026**

Applicant Name(s)

PATRIOT GAS ADAMS AVENUE INC

[illegible]

[illegible]



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2026-301)

Item: 22.

Meeting: 9/1/2026 3:00 PM

Department: City Clerk

Category: Informational Items

Prepared by: Norma Valenzuela,
Secretarial Assistant

Department Head: Norma Wyles

DOC ID: 2026-301

Received and referred to Community Development Department, Application for Alcoholic Beverage License — Fujisan LLC Fujisan Sushi 1560 Ocotillo Dr. Ste O El Centro, CA 92243-4237.

CITY MANAGER'S RECOMMENDATION:

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

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

BACKGROUND:

DISCUSSION:

CONCLUSION:

ATTACHMENTS:

1. Application for Alcoholic Beverage License Fujisan Sushi

Department of Alcoholic Beverage Control
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE
ABC 211 (6/99)

State of California
RCVD CITY CLERK'S
AUG 17 '26 AM 10:04

TO: Department of Alcoholic Beverage Control
34-160 GATEWAY DR.
STE 120
PALM DESERT, CA 92211
(760) 324-2027

File Number: **641685**
Receipt Number: **3141411**
Geographical Code: **1304**
Copies Mailed Date: **August 12, 2026**
Issued Date:

DISTRICT SERVING LOCATION: **PALM DESERT**

First Owner: **FUJISAN LLC**
Name of Business: **FUJISAN SUSHI**
Location of Business: **1560 OCOTILLO DR
STE O
EL CENTRO, CA 92243-4237**

County **IMPERIAL**

Is Premises inside city limits **Yes** Census Tract: **0117.00**

Mailing Address:(If different
from
premises address) **1120 S 14TH ST
EL CENTRO, CA 92243-3811**

Type of license(s): **47** Dropping Partner: Yes___ No___

Transferor's license/name:

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
47 - On-Sale General Eating Place	STK	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	STOCK TRANSFER	NA	0	08/12/26	\$1,000.00
Total					\$1,000.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the
Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of **IMPERIAL**

Date: **August 12, 2026**

Applicant Name(s)

FUJISAN LLC

CONFIDENTIAL
[Illegible text]

[Illegible text]

[Illegible text]