



AGENDA
CITY OF EL CENTRO
CITY COUNCIL/CITY COUNCIL AS
SUCCESSOR AGENCY TO THE
REDEVELOPMENT
AGENCY/SUCCESSOR HOUSING
AGENCY

TUESDAY, JULY 18, 2017

City Hall	Joint Regular Meeting	11:30 AM

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

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

Mayor:	Alex Cardenas	Deputy City Manager: Marcela Piedra
Mayor Pro-tem:	Cheryl Viegas-Walker	City Attorney: Elizabeth Martyn Evans
Council Members:	Efrain Silva	City Clerk: L. Diane Caldwell
	Edgard Garcia	
	Jason Jackson	

11:30 A.M CALL TO ORDER (OPEN 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 may do so at this time. Unless the Mayor extends the time limit, remark shall be limited to three (3) minutes. Additional opportunities for Public Comments will be given during and at the end of the meeting.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION

CITY COUNCIL CLOSED SESSION

TRADE SECRETS

The City Council will recess to closed session pursuant to Government Code Section 37606(b) for the purpose of discussion and/or deliberation of reports involving hospital trade secret(s) as defined in subdivision (d) of Section 3426.1 of the Civil Code and which is necessary, and would, if prematurely disclosed create a substantial probability

of depriving the hospital of a substantial economic benefit. There will be a discussion of Financial and Consultant Agreement; one (1) item; estimated date of public disclosure of September 2017.

ANTICIPATED LITIGATION

Significant Exposure to Litigation Against the City. A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the City. There are three (3) such potential cases. (Government Code §54956.9(d) (2).

NEGOTIATIONS REGARDING ACQUISITION/DISPOSITION OF REAL PROPERTY

The City Council will recess to closed session pursuant to Government Code §54956.8 to give instructions to the City's negotiator, Marcela Piedra, Deputy City Manager, regarding negotiations with Puente del Sol, LLC instructions will concern price, terms of payment or both, including due diligence provisions and other monetary related considerations concerning the possible acquisition of the property known as APN 064-470-105-000.

PERSONNEL MATTERS

The City Council will recess to closed session pursuant to Government Code Section 54957 to consider the following public employment: City Manager, Police Chief, Deputy City Engineer.

The City Council will recess to closed session pursuant to Government Code Section 54957 to consider the evaluations for the following positions: Deputy City Manager, City Clerk and City Attorney.

NOTICE TO THE PUBLIC

This is a public meeting. If there is an item on the agenda on which you wish to be heard, you are asked to complete a blue speaker slip and submit it to the City Clerk prior to the start of the meeting. **Persons wishing to address the Council, Successor Agency to the RDA and Successor Housing Agency 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, Successor Agency to the RDA and Successor Housing Agency concerning any other matter not appearing on the agenda, you may do so during the public comment portion of the agenda.

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

RECONVENE FOR OPEN SESSION 6:00 P.M.**6:00 P.M. OPEN SESSION****ALL TIMES ARE APPROXIMATE AND MAY VARY****CALL TO ORDER:****ROLL CALL BY CITY CLERK****PLEDGE OF ALLEGIANCE****INVOCATION****6:05-6:10 CITY ATTORNEY REPORT ON CLOSED SESSION****6:10-6:25 PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR**

1. Certificate Presentation: Ana Sofia Rodriguez for winning the Chamber of Commerce Imperial Valley Agriculture Poster Contest.
2. Special Event Sponsorship Recognition
3. National Parks Month - Parks Make Life Better

6:25-6:30 SCHEDULED PUBLIC COMMENTS

Item(s) appearing under this section have submitted a written request to the City Clerk a minimum of one week prior to the regular meeting.

4. ECPD New Employee Introduction

6:30-6:35 CONSENT AGENDA

Consent agenda items are approved by one motion. Council members or members of the public may pull consent items to be considered separately at a time determined by the Mayor.

5. Approve Payroll Registers for the month of June 2017
6. Approve Warrant Registers for the Month of June 2017
7. Approve minutes for the May 16, 2017 Joint Regular City Council/SA/SH meeting.
8. Approve plans and specifications for the Plank Park Improvements Project and authorize soliciting of bids
9. Approve Forbearance Agreement and Release with Key Government Finance, Inc., Comerica Bank, the El Centro Regional Medical Center, El Centro Financing Authority, and MUFG Union Bank, N.A. (the bond Trustee).

10. Approval of Resolution No. 17- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN EXTENSION OF THE LEASE AGREEMENT WITH PUENTE DEL SOL FOR THE TEMPORARY RELOCATION OF THE PUBLIC LIBRARY

6:35-6:50 UNFINISHED BUSINESS

11. Discussion and/or action on Permitting and Regulating Commercial Medicinal Cannabis Activities in the City

PRESENTATION: Norma M. Villicana, Community Development Director

RECOMMENDATION:

Provide direction on permitting and regulating commercial medicinal cannabis activities in the City.

LEGISLATION ACTION

INFORMATIONAL ITEMS

12. Notification of rejection of claim of Matias Arellano by Carl Warren & Co., Claims Administrator.
13. Received and filed January-June 2017 Attendance Records for Boards and Commissions (ECRMC Board of Trustees, Library & CS Board, I.V. Housing Authority, Personnel Appeals Board, Planning Commission)
14. Received and referred to Community Development Department/Planning Department, Application for Alcoholic Beverage License - Deli Haus 775 E. Danenburg Dr., Ste. 104 El Centro, CA 92243-8509
15. Received and referred to Community Development Department/Planning Department, Application for Alcoholic Beverage License - Hampton Inn El Centro, 598 E. Wake Avenue, El Centro, CA 92243-8515
16. Notification of Southern California Gas Company's request for compensation through the gas cost incentive mechanism application No. A.17-06-016.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

No business scheduled.

SUCCESSOR HOUSING AGENCY

No business scheduled.

6:50-6:55 (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.*

6:55-7:00 TASK FORCE REPORTS AND MAYOR & COUNCIL MEMBERS' REPORTS

ADJOURNMENT

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

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



City Council
1275 Main Street
El Centro, CA 92243

Meeting: 07/18/17 11:30 AM
Department: City Clerk's Office
Category: Recognition
Prepared By: Aimee Osuna

1

**SCHEDULED
PRESENTATION (ID # 2389)**

Department Head: Diane Caldwell

DOC ID: 2389

**Certificate Presentation: Ana Sofia Rodriguez for winning the
Chamber of Commerce Imperial Valley Agriculture Poster
Contest.**



City Council
1275 Main Street
El Centro, CA 92243

Meeting: 07/18/17 11:30 AM
Department: Community Services
Category: Presentation
Prepared By: Suzanna Perkins
Department Head: Marcela Piedra

2

**SCHEDULED
PRESENTATION (ID # 2371)**

DOC ID: 2371

Special Event Sponsorship Recognition



City Council
1275 Main Street
El Centro, CA 92243

Meeting: 07/18/17 11:30 AM
Department: Community Services
Category: Proclamation
Prepared By: Suzanna Perkins
Department Head: Marcela Piedra

3

**SCHEDULED
PRESENTATION (ID # 2395)**

DOC ID: 2395

National Parks Month - Parks Make Life Better

Proclamation presentation by Mayor Alex Cardenas



**SCHEDULED
INFORMATION ITEM (ID # 2390)**

ECPD New Employee Introduction

CITY MANAGER'S RECOMMENDATION:

The Police Department would like to introduce Brittany Watson, our newest dispatcher who was hired July 11th, 2017.



**SCHEDULED
ACTION ITEM (ID # 2387)**

Approve Payroll Registers for the month of June 2017

CITY MANAGER'S RECOMMENDATION:

Approve Payroll Registers for the month of June 2017

ATTACHMENTS:

- Payroll Registers for June 2017 (PDF)

06/08/2017 09:22
lcastroCITY OF EL CENTRO
TOTALS PROOF

Pay Period 05/23/17 To 06/05/17

P
prpyddp

WARRANT: 060917 PAYROLL TYPE: BI WEEKLY

CHECK DATE: 06/09/2017

EARNINGS SUMMARY
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PAY TYPE	HOURS	AMOUNT	PAY EARNED	ESCROW AMOUNT
100 REG	15,871.50	408,403.18	0.00	0.00
150 HRLY	2,648.75	31,205.15	0.00	0.00
180 AWP	71.00	2,447.45	0.00	0.00
200 OT1.0	66.50	1,606.36	0.00	0.00
201 OT1.5	1,236.75	49,900.33	0.00	0.00
205 HOL 1.	102.00	2,160.50	0.00	0.00
206 HP 1.5	59.00	1,685.50	0.00	0.00
210 FLSA	130.00	3,091.35	0.00	0.00
215 OCP1.0	20.00	433.25	0.00	0.00
216 OCP1.5	32.00	1,487.13	0.00	0.00
217 CBP1.5	108.00	4,531.28	0.00	0.00
218 STBY	148.00	4,403.23	0.00	0.00
226 CTPS	235.00	6,296.34	0.00	0.00
300 VAC	755.75	18,084.26	0.00	0.00
310 SICK	479.49	11,887.93	0.00	0.00
320 ADMN	-23.00	-800.22	0.00	0.00
330 ANNUAL	666.00	20,352.26	0.00	0.00
340 PN	64.00	1,363.33	0.00	0.00
347 ADMP	706.00	31,920.44	0.00	0.00
348 ALP	443.42	13,433.36	0.00	0.00
350 CMP1.5	211.00	0.00	0.00	0.00
351 CMPUSD	58.25	1,400.01	0.00	0.00
352 CMP1.0	13.00	0.00	0.00	0.00
355 HOLI	1,141.20	31,847.64	0.00	0.00
356 BDAY	26.00	652.26	0.00	0.00
360 BERE	27.00	450.80	0.00	0.00
400 CAR	1,637.40	1,118.42	0.00	0.00
410 BLNG	7,333.40	3,490.86	0.00	0.00
415 PREM	517.40	646.75	0.00	0.00
420 EDI	5,189.40	3,645.05	0.00	0.00
440 CERT %	3,608.00	5,357.15	0.00	0.00
445 CERT	4,144.00	4,102.74	0.00	0.00
481 ACT	146.00	400.17	0.00	0.00
482 ACT-NP	137.00	148.06	0.00	0.00
485 ACT %	0.00	1,019.95	0.00	0.00
510 EXPERT	880.00	1,142.35	0.00	0.00
515 FTO	11.00	325.00	0.00	0.00
520 HAZARD	1,280.00	1,156.87	0.00	0.00
530 SHIFT	1,456.00	1,451.90	0.00	0.00
545 ADDNL	0.00	738.50	0.00	0.00
600 LONG	952.00	328.91	0.00	0.00
737 FM	304.00	160.20	0.00	0.00
796 UANOPE	0.00	54.62	0.00	0.00
800 4850	100.80	1,724.68	0.00	0.00
801 DI	15.41	371.88	0.00	0.00
900 AWOP	234.60	0.00	0.00	0.00
990 LFE>50	0.00	238.46	0.00	0.00
Total:	53,243.02	675,865.64	0.00	0.00

06/08/2017 09:22
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CITY OF EL CENTRO
TOTALS PROOF

Pay Period 05/23/17 To 06/05/17

WARRANT: 060917

PAYROLL TYPE: BI WEEKLY

CHECK DATE: 06/09/2017

Total Employees: 291

prpyddp

06/08/2017 09:22
lcastroCITY OF EL CENTRO
TOTALS PROOF

Pay Period 05/23/17 To 06/05/17

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prpyddp

WARRANT: 060917 PAYROLL TYPE: BI WEEKLY

CHECK DATE: 06/09/2017

DEDUCTION SUMMARY
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DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS	FICA/MED CALC
1000	FICA 6.2%	569.83	569.83	1,139.66	9,190.85 X 12.40% =	1,139.67
1100	MEDI 1.45%	8,851.97	8,851.97	17,703.94	610,480.40 X 2.90% =	17,703.93
2000	ADD FAMILY	154.36	0.00	154.36	94,683.65	
2001	ADD IND	68.25	0.00	68.25	66,690.23	
2004	BASIC AD&D F	0.00	14.40	14.40	105,671.55	
2005	BASIC LIFE	0.00	391.00	391.00	644,911.74	
2006	DEP LIFE	0.00	114.50	114.50	644,911.74	
2007	BASIC AD&D	0.00	35.64	35.64	539,240.19	
2010	TERM LIFE	1,313.35	0.00	1,313.35	324,754.51	
2050	ADDL LFE SPO	159.80	0.00	159.80	120,050.39	
2051	ADDL SPS CHI	46.00	0.00	46.00	139,648.93	
2055	SUP LIFE	0.00	371.44	371.44	274,125.88	
2300	MED INS	25,517.54	88,478.62	113,996.16	610,651.43	
2305	MED INS LIM	-812.82	812.82	0.00	130,792.24	
2320	EAP	0.00	3,236.22	3,236.22	648,825.14	
2325	VISION	0.00	1,180.85	1,180.85	598,135.12	
2330	ADMN	0.00	25.65	25.65	5,104.77	
2334	LTD	0.00	176.03	176.03	69,033.18	
2335	LTD	0.00	1,063.73	1,063.73	420,318.09	
2336	STD	0.00	1,238.95	1,238.95	420,318.09	
2340	UNEMPLOYMENT	0.00	12,467.48	12,467.48	554,110.07	
2345	WORKERS COMP	0.00	38,950.59	38,950.59	556,436.22	
2400	ACCIDENT	1,040.14	0.00	1,040.14	169,243.75	
2405	CANCER	1,836.66	0.00	1,836.66	234,879.45	
2406	ICU	167.77	0.00	167.77	74,216.63	
2407	S125 MED	2,978.40	0.00	2,978.40	183,686.93	
2408	S125 DEP CAR	416.66	0.00	416.66	5,403.90	
2409	PERSONAL REC	86.97	0.00	86.97	29,705.54	
2450	STD	837.25	0.00	837.25	59,958.33	
2455	CRITICAL ILL	195.47	0.00	195.47	34,808.74	
2900	DEF - LINC	6,245.00	0.00	6,245.00	185,893.71	
2901	DEF NRS	552.00	0.00	552.00	29,634.02	
2902	DEF PERS	120.00	0.00	120.00	7,644.27	
2905	DEF - LIN CU	2,155.55	0.00	2,155.55	14,626.67	
3000	FIT	68,155.30	0.00	68,155.30	588,301.32	
4000	SIT	19,116.64	0.00	19,116.64	588,301.32	
6000	CHILD SUPP	5,647.83	0.00	5,647.83	41,462.27	
6001	CHILD SUPP	380.67	0.00	380.67	3,752.67	
6500	GARN IRS	92.00	0.00	92.00	1,728.30	
6501	GARN FTB	226.84	0.00	226.84	9,633.41	
6550	MISC	250.00	0.00	250.00	5,414.73	
7000	CALPERS ER	0.00	43,447.81	43,447.81	330,628.39	
7001	CALPERS EE	17,854.64	0.00	17,854.64	255,065.71	
7002	CALPERS EE	4,722.65	0.00	4,722.65	75,562.68	
7010	CALPERS ER	0.00	37,314.00	37,314.00	175,760.70	
7011	CALPERS EE	15,818.51	0.00	15,818.51	175,760.70	
7012	CALPERS EE	5,192.57	0.00	5,192.57	42,388.27	
7013	CALPERS ER	0.00	5,434.61	5,434.61	42,388.27	

06/08/2017 09:22
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TOTALS PROOFP
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Pay Period 05/23/17 To 06/05/17

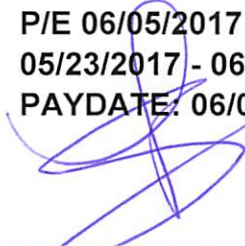
WARRANT: 060917 PAYROLL TYPE: BI WEEKLY

CHECK DATE: 06/09/2017

7015	SURVIVOR BEN	247.38	0.00	247.38	664,117.89
8110	AT ACCIDENT	73.22	0.00	73.22	39,949.16
8150	AT AD&D	11.25	0.00	11.25	15,702.00
8151	AT AD&D	1.80	0.00	1.80	8,906.50
8155	AT TLF	14.00	0.00	14.00	511.38
8175	AT-ROTH LINC	75.00	0.00	75.00	6,785.10
8450	WELLNESS PRO	1,196.00	0.00	1,196.00	213,798.33
8500	FFA DUES	1,296.00	0.00	1,296.00	112,323.19
8510	MGMT DUES	570.05	0.00	570.05	51,236.82
8515	POA DUES	1,650.00	0.00	1,650.00	101,508.68
8520	TEAM DUES	868.00	0.00	868.00	75,126.43
8525	UNITED WAY	15.00	0.00	15.00	8,955.15
8530	ECRMC	33.00	0.00	33.00	5,298.63
8535	ARAG LEGAL	357.25	0.00	357.25	98,403.79
9800	FICU	1,190.00	0.00	1,190.00	35,883.55
9998	DIRECT DEP	4,436.00	0.00	4,436.00	59,352.45
9999	DIRECT DEP	438,429.06	0.00	438,429.06	627,758.47
Total:		640,420.81	244,176.14	884,596.95	
Total Employees: 291					

** END OF REPORT - Generated by Luisa Castro **

P/E 06/05/2017
 05/23/2017 - 06/05/2017
 PAYDATE: 06/09/2017


 Leticia Salcido
 DIRECTOR OF FINANCE

06/06/2017 11:59
lcastroCITY OF EL CENTRO
TOTALS PROOF

Pay Period 05/23/17 To 06/05/17

P
prpyddp

WARRANT: M60617 PAYROLL TYPE: MISC

CHECK DATE: 06/06/2017

EARNINGS SUMMARY
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PAY TYPE	HOURS	AMOUNT	PAY EARNED	ESCROW AMOUNT
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100 REG	53.00	1,744.42	0.00	0.00
225 CTP	10.00	329.14	0.00	0.00
300 VAC	9.00	296.22	0.00	0.00
344 PNP	16.00	526.62	0.00	0.00
345 VP	221.80	7,300.21	0.00	0.00
355 HOLI	9.00	296.22	0.00	0.00
900 AWOP	9.00	0.00	0.00	0.00
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Total:	327.80	10,492.83	0.00	0.00
Total Employees: 1				

06/06/2017 11:59
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TOTALS PROOF

Pay Period 05/23/17 To 06/05/17

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WARRANT: M60617 PAYROLL TYPE: MISC

CHECK DATE: 06/06/2017

DEDUCTION SUMMARY
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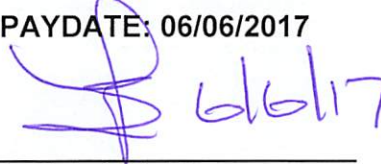
DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS	FICA/MED CALC
1100	MEDI 1.45%	140.06	140.06	280.12	9,659.30 X 2.90% =	280.12
2005	BASIC LIFE	0.00	3.40	3.40	10,492.83	
2006	DEP LIFE	0.00	0.50	0.50	10,492.83	
2007	BASIC AD&D	0.00	0.36	0.36	10,492.83	
2010	TERM LIFE	8.00	0.00	8.00	10,492.83	
2050	ADDL LFE SPO	1.60	0.00	1.60	10,492.83	
2051	ADDL SPS CHI	2.00	0.00	2.00	10,492.83	
2300	MED INS	467.64	1,208.88	1,676.52	10,492.83	
2320	EAP	0.00	27.66	27.66	10,492.83	
2325	VISION	0.00	11.30	11.30	10,492.83	
2335	LTD	0.00	5.96	5.96	2,336.86	
2336	STD	0.00	6.97	6.97	2,336.86	
2340	UNEMPLOYMENT	0.00	52.58	52.58	2,336.86	
2345	WORKERS COMP	0.00	163.58	163.58	2,336.86	
2405	CANCER	69.00	0.00	69.00	10,492.83	
2406	ICU	30.56	0.00	30.56	10,492.83	
2407	S125 MED	50.00	0.00	50.00	10,492.83	
2408	S125 DEP CAR	208.33	0.00	208.33	10,492.83	
3000	FIT	0.00	0.00	0.00	9,495.72	
4000	SIT	0.00	0.00	0.00	9,495.72	
7000	CALPERS ER	0.00	307.09	307.09	2,336.86	
7001	CALPERS EE	163.58	0.00	163.58	2,336.86	
7015	SURVIVOR BEN	0.93	0.00	0.93	10,492.83	
8450	WELLNESS PRO	57.00	0.00	57.00	10,492.83	
Total:		1,198.70	1,928.34	3,127.04		
Total Employees: 1						

** END OF REPORT - Generated by Luisa Castro **

MISCELLANEOUS CHECK

05/23/2017 - 06/05/2017

PAYDATE: 06/06/2017


 Leticia Salcido
 DIRECTOR OF FINANCE

Packet Pg. 17

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Pay Period 05/23/17 To 06/05/17
CHECK DATE: 06/08/2017

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Total:
Total Employees: 1

06/09/2017 09:29
lcastroCITY OF EL CENTRO
TOTALS PROOFP
prpyddp

Pay Period 05/23/17 To 06/05/17

WARRANT: M60817 PAYROLL TYPE: MISC

CHECK DATE: 06/08/2017

DEDUCTION SUMMARY
=====

DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS	FICA/MED CALC
1100	MEDI 1.45%	39.39	39.39	78.78	2,716.39 X 2.90% =	78.78
2005	BASIC LIFE	0.00	3.40	3.40	2,828.07	
2006	DEP LIFE	0.00	0.50	0.50	2,828.07	
2007	BASIC AD&D	0.00	0.36	0.36	2,828.07	
2300	MED INS	111.68	625.28	736.96	2,828.07	
2320	EAP	0.00	27.66	27.66	2,828.07	
2325	VISION	0.00	11.30	11.30	2,828.07	
2335	LTD	0.00	2.63	2.63	1,029.69	
2336	STD	0.00	3.91	3.91	1,029.69	
2340	UNEMPLOYMENT	0.00	23.17	23.17	1,029.69	
2345	WORKERS COMP	0.00	72.08	72.08	1,029.69	
3000	FIT	472.85	0.00	472.85	2,590.25	
4000	SIT	115.63	0.00	115.63	2,590.25	
7012	CALPERS EE	126.14	0.00	126.14	1,029.69	
7013	CALPERS ER	0.00	132.02	132.02	1,029.69	
7015	SURVIVOR BEN	0.93	0.00	0.93	2,828.07	
Total:		866.62	941.70	1,808.32		
Total Employees:	1					

** END OF REPORT - Generated by Luisa Castro **

MISCELLANEOUS CHECK

05/23/2017 - 06/05/2017

PAYDATE: 06/08/2017



Leticia Salcido
DIRECTOR OF FINANCE

06/22/2017 08:10
lcastroCITY OF EL CENTRO
TOTALS PROOF

Pay Period 06/06/17 To 06/19/17

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WARRANT: 062317 PAYROLL TYPE: BI WEEKLY

CHECK DATE: 06/23/2017

EARNINGS SUMMARY
=====

PAY TYPE	HOURS	AMOUNT	PAY EARNED	ESCROW AMOUNT
100 REG	16,884.00	435,281.55	0.00	0.00
150 HRLY	3,596.70	41,816.68	0.00	0.00
180 AWP	80.00	2,757.69	0.00	0.00
200 OT1.0	12.00	207.97	0.00	0.00
201 OT1.5	619.25	22,448.05	0.00	0.00
206 HP 1.5	8.00	450.39	0.00	0.00
215 OCP1.0	22.00	480.72	0.00	0.00
216 OCP1.5	52.00	2,111.54	0.00	0.00
217 CBP1.5	183.00	6,271.35	0.00	0.00
218 STBY	171.00	4,896.56	0.00	0.00
226 CTPS	237.00	7,691.77	0.00	0.00
300 VAC	938.16	22,376.34	0.00	0.00
310 SICK	411.54	9,053.00	0.00	0.00
320 ADMN	76.00	4,135.66	0.00	0.00
330 ANNUAL	574.46	17,643.13	0.00	0.00
340 PN	140.50	2,964.42	0.00	0.00
350 CMP1.5	104.00	0.00	0.00	0.00
351 CMPUSD	80.50	1,891.96	0.00	0.00
352 CMP1.0	0.50	0.00	0.00	0.00
354 HOL AC	4.00	0.00	0.00	0.00
355 HOLI	18.00	348.87	0.00	0.00
356 BDAY	3.00	82.72	0.00	0.00
360 BERE	8.00	178.11	0.00	0.00
362 JD	6.00	138.98	0.00	0.00
400 CAR	1,680.00	1,130.71	0.00	0.00
410 BLNG	7,296.40	3,472.36	0.00	0.00
415 PREM	560.00	700.00	0.00	0.00
420 EDI	5,216.40	3,710.37	0.00	0.00
440 CERT %	3,536.00	5,286.42	0.00	0.00
445 CERT	4,144.00	4,102.74	0.00	0.00
480 ACT	-532.00	-538.32	0.00	0.00
481 ACT	95.50	323.97	0.00	0.00
482 ACT-NP	842.00	1,036.33	0.00	0.00
485 ACT %	0.00	1,019.95	0.00	0.00
510 EXPERT	880.00	1,142.35	0.00	0.00
515 FTO	13.00	325.00	0.00	0.00
520 HAZARD	1,280.00	1,156.87	0.00	0.00
530 SHIFT	1,520.00	1,422.34	0.00	0.00
545 ADDNL	1.00	938.50	0.00	0.00
600 LONG	880.00	297.76	0.00	0.00
737 FM	304.00	160.20	0.00	0.00
796 UANOPE	0.00	54.62	0.00	0.00
800 4850	112.00	1,916.31	0.00	0.00
801 DI	26.80	679.76	0.00	0.00
806 RETO	0.00	107.41	0.00	0.00
900 AWOP	137.04	0.00	0.00	0.00
990 LFE>50	0.00	238.46	0.00	0.00
Total:	52,221.75	611,911.57	0.00	0.00

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CITY OF EL CENTRO
TOTALS PROOF

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WARRANT: 062317

PAYROLL TYPE: BI WEEKLY

Pay Period 06/06/17 To 06/19/17
CHECK DATE: 06/23/2017

Total Employees: 331

06/22/2017 08:10
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TOTALS PROOF

Pay Period 06/06/17 To 06/19/17

P 3
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WARRANT: 062317 PAYROLL TYPE: BI WEEKLY

CHECK DATE: 06/23/2017

DEDUCTION SUMMARY
=====

DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS	FICA/MED CALC
1000	FICA 6.2%	1,264.39	1,264.39	2,528.78	20,393.53	X 12.40% =
1100	MEDI 1.45%	7,996.27	7,996.27	15,992.54	551,463.30	X 2.90% =
2000	ADD FAMILY	154.36	0.00	154.36	84,820.44	
2001	ADD IND	68.25	0.00	68.25	59,310.35	
2004	BASIC AD&D F	0.00	14.40	14.40	84,250.00	
2005	BASIC LIFE	0.00	389.30	389.30	568,806.98	
2006	DEP LIFE	0.00	0.50	0.50	66,730.89	
2007	BASIC AD&D	0.00	35.46	35.46	484,556.98	
2010	TERM LIFE	1,313.35	0.00	1,313.35	292,597.41	
2050	ADDL LFE SPO	159.80	0.00	159.80	108,033.94	
2051	ADDL SPS CHI	46.00	0.00	46.00	128,237.42	
2055	SUP LIFE	0.00	371.44	371.44	217,400.08	
2300	MED INS	25,011.14	87,528.28	112,539.42	538,692.83	
2305	MED INS LIM	-812.82	812.82	0.00	120,140.89	
2320	EAP	0.00	3,208.56	3,208.56	572,163.34	
2325	VISION	0.00	1,169.55	1,169.55	525,716.62	
2330	ADNM	0.00	25.65	25.65	4,817.67	
2334	LTD	0.00	176.03	176.03	69,033.21	
2335	LTD	0.00	1,066.74	1,066.74	421,497.09	
2336	STD	0.00	1,246.56	1,246.56	421,497.09	
2340	UNEMPLOYMENT	0.00	12,675.19	12,675.19	563,335.67	
2345	WORKERS COMP	0.00	39,596.47	39,596.47	565,661.82	
2400	ACCIDENT	1,040.14	0.00	1,040.14	155,456.34	
2405	CANCER	1,836.66	0.00	1,836.66	211,001.01	
2406	ICU	167.77	0.00	167.77	60,994.06	
2407	S125 MED	2,978.40	0.00	2,978.40	153,180.90	
2408	S125 DEP CAR	416.66	0.00	416.66	4,648.92	
2409	PERSONAL REC	86.97	0.00	86.97	24,568.56	
2450	STD	837.25	0.00	837.25	56,903.01	
2455	CRITICAL ILL	195.47	0.00	195.47	30,871.37	
2900	DEF - LINC	6,245.00	0.00	6,245.00	159,090.69	
2901	DEF NRS	552.00	0.00	552.00	25,942.55	
2902	DEF PERS	120.00	0.00	120.00	6,455.79	
2905	DEF - LIN CU	2,155.55	0.00	2,155.55	11,304.70	
3000	FIT	55,439.16	0.00	55,439.16	525,028.11	
4000	SIT	14,702.17	0.00	14,702.17	525,028.11	
6000	CHILD SUPP	5,670.91	0.00	5,670.91	39,278.13	
6001	CHILD SUPP	288.92	0.00	288.92	4,349.16	
6500	GARN IRS	92.00	0.00	92.00	1,728.31	
6501	GARN FTB	226.84	0.00	226.84	8,529.52	
6550	MISC	250.00	0.00	250.00	5,693.02	
7000	CALPERS ER	0.00	43,183.25	43,183.25	326,644.40	
7001	CALPERS EE	17,592.99	0.00	17,592.99	251,327.62	
7002	CALPERS EE	4,830.49	0.00	4,830.49	75,316.78	
7010	CALPERS ER	0.00	36,864.89	36,864.89	173,645.46	
7011	CALPERS EE	15,628.13	0.00	15,628.13	173,645.46	
7012	CALPERS EE	5,054.42	0.00	5,054.42	46,811.96	
7013	CALPERS ER	0.00	5,290.01	5,290.01	46,811.96	

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TOTALS PROOF

Pay Period 06/06/17 To 06/19/17

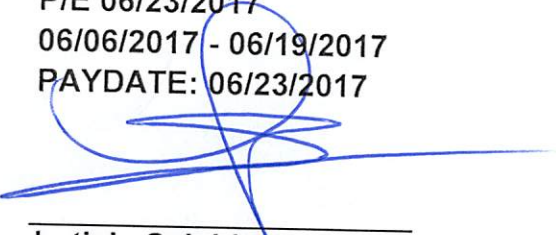
P 4
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WARRANT: 062317 PAYROLL TYPE: BI WEEKLY

CHECK DATE: 06/23/2017

7015	SURVIVOR BEN	251.10	0.00	251.10	588,961.14
8110	AT ACCIDENT	73.22	0.00	73.22	38,544.71
8150	AT AD&D	11.25	0.00	11.25	13,209.05
8151	AT AD&D	1.80	0.00	1.80	8,868.96
8155	AT TLF	14.00	0.00	14.00	511.38
8175	AT-ROTH LINC	75.00	0.00	75.00	6,414.02
8500	FFA DUES	1,296.00	0.00	1,296.00	89,379.54
8510	MGMT DUES	570.05	0.00	570.05	44,515.59
8515	POA DUES	1,650.00	0.00	1,650.00	96,549.96
8520	TEAM DUES	868.00	0.00	868.00	76,856.63
8525	UNITED WAY	15.00	0.00	15.00	8,730.03
8530	ECRMC	19.00	0.00	19.00	3,761.64
8535	ARAG LEGAL	357.25	0.00	357.25	84,526.94
9800	FICU	990.00	0.00	990.00	17,558.76
9996	DIRECT DEP	653.00	0.00	653.00	5,493.33
9998	DIRECT DEP	4,365.00	0.00	4,365.00	45,049.42
9999	DIRECT DEP	387,613.42	0.00	387,613.42	557,407.33
Total:		570,431.73	242,915.76	813,347.49	
Total Employees: 331					

** END OF REPORT - Generated by Luisa Castro **

P/E 06/23/2017
06/06/2017 - 06/19/2017
PAYDATE: 06/23/2017

 Leticia Salcido
 DIRECTOR OF FINANCE



**SCHEDULED
ACTION ITEM (ID # 2385)**

Approve Warrant Registers for June 2017

CITY MANAGER'S RECOMMENDATION:

Approve Warrant Registers for the Month of June 2017

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION:

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

BACKGROUND:

DISCUSSION:

CONCLUSION:

ATTACHMENTS:

- June 2017 (PDF)

06/01/2017 08:57 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/02/17

| P 1
| apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60127	06/02/2017	PRTD	576 ACADEMI AWARDS & TRO		4996	04/24/2017	21705749	060217	120.68
						CHECK		60127 TOTAL:	120.68
60128	06/02/2017	PRTD	3933 ACME SAFETY & SUPPLY		110693-00	04/30/2017	21705670	060217	60.00
						CHECK		60128 TOTAL:	60.00
60129	06/02/2017	PRTD	4287 AIRGAS		9063029109	05/02/2017	21705676	060217	59.81
						CHECK		60129 TOTAL:	59.81
60130	06/02/2017	PRTD	2403 AIRWAVE COMMUNICATIO		431716	05/17/2017	21705758	060217	136.94
						CHECK		60130 TOTAL:	136.94
60131	06/02/2017	PRTD	796 ALL AMERICAN CLEANIN		10074	05/10/2017	21705753	060217	112.06
						CHECK		60131 TOTAL:	112.06
60132	06/02/2017	PRTD	6047 ALLIANT INSURANCE SE		0107	04/20/2017	21705852	060217	207.00
						CHECK		60132 TOTAL:	207.00
60133	06/02/2017	PRTD	7 AMERICAN LINEN		LYUM1170497	05/23/2017	21705734	060217	23.50
					LYUM1168531	05/16/2017	21705733	060217	126.29
					LYUM1168522	05/16/2017	21705732	060217	187.69
					LYUM1170488	05/23/2017	21705732	060217	49.04
					LYUM1168524	05/16/2017	21705618	060217	30.49
						CHECK		60133 TOTAL:	417.01
60134	06/02/2017	PRTD	8412 ASSA ABLOY ENTRANCE		SEI/01100188	05/10/2017	21705785	060217	1,142.03
						CHECK		60134 TOTAL:	1,142.03
60135	06/02/2017	PRTD	4140 ADAM AVILA		116053	04/06/2017	21705674	060217	200.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/01/2017 08:57 CITY OF EL CENTRO
 enunez A/P CASH DISBURSEMENTS JOURNAL - 06/02/17

P 2
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CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60135	TOTAL:	200.00
60136	06/02/2017	PRTD	7642 BAJA HEATING AND AIR	3120		04/20/2017	21705778	060217	1,250.00
						CHECK	60136	TOTAL:	1,250.00
60137	06/02/2017	PRTD	4922 BAKER & TAYLOR	5014535456		04/26/2017	21705687	060217	161.09
						CHECK	60137	TOTAL:	161.09
60138	06/02/2017	PRTD	7847 BASTIAN ACCOUNTING,	1385		05/17/2017	21705780	060217	26,960.00
						CHECK	60138	TOTAL:	26,960.00
60139	06/02/2017	PRTD	6340 BRINKS INCORPORATED	10249250		04/01/2017	21705856	060217	208.86
				1865226		04/30/2017	21705857	060217	808.69
						CHECK	60139	TOTAL:	1,017.55
60140	06/02/2017	PRTD	586 BSN SPORTS, INC.	120888147		03/20/2017	21704558	060217	3,464.75
						CHECK	60140	TOTAL:	3,464.75
60141	06/02/2017	PRTD	2001 CARSON INDUSTRIES, I	32176		04/13/2017	21705653	060217	109.95
						CHECK	60141	TOTAL:	109.95
60142	06/02/2017	PRTD	1631 CATHOLIC CHARITIES	106729		05/11/2017	21705649	060217	1,951.00
						CHECK	60142	TOTAL:	1,951.00
60143	06/02/2017	PRTD	3233 CLARK BAKER MUSIC	106731		04/25/2017	21705456	060217	570.01
						CHECK	60143	TOTAL:	570.01
60144	06/02/2017	PRTD	2405 COMPLETE METAL FABRI	39029		05/15/2017	21705657	060217	32.71
						CHECK	60144	TOTAL:	32.71

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

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NET

60145	06/02/2017	PRTD	1371 CONSOLIDATED ELEC DI	1964-472477		05/12/2017	21705647	060217	111.52
			CHECK	60145 TOTAL:					111.52
60146	06/02/2017	PRTD	2434 COSTCO	34682		02/16/2017	21705759	060217	150.83
			CHECK	60146 TOTAL:					150.83
60147	06/02/2017	PRTD	8117 COTA COLE LLP	23776		04/05/2017	21705725	060217	31,671.22
				23927		05/10/2017	21705725	060217	14,468.04
				23928		05/05/2017	21705725	060217	50.21
				23929		05/05/2017	21705725	060217	361.50
				23930		05/05/2017	21705725	060217	342.32
						CHECK	60147 TOTAL:		46,893.29
60148	06/02/2017	PRTD	852 DEPARTMENT OF MOTOR	106898		05/31/2017	21705806	060217	10.00
						CHECK	60148 TOTAL:		10.00
60149	06/02/2017	PRTD	595 DESERT RV	6257		05/18/2017	21705799	060217	1,404.76
						CHECK	60149 TOTAL:		1,404.76
60150	06/02/2017	PRTD	7774 DIGITAL BUSINESS SYS	208315		04/19/2017	21705715	060217	70.01
				211333		05/04/2017	21705715	060217	.42
				213107/PLN		05/16/2017	21705714	060217	19.97
						CHECK	60150 TOTAL:		90.40
60151	06/02/2017	PRTD	240 DRISCOLLS	40787		05/03/2017	21705629	060217	162.38
						CHECK	60151 TOTAL:		162.38
60152	06/02/2017	PRTD	5078 EBSCO SUBSCRIPTION S	0403520		05/23/2017	21705695	060217	2,271.37

06/01/2017 08:57 CITY OF EL CENTRO
enunez A/P CASH DISBURSEMENTS JOURNAL - 06/02/17

P 4
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CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60152	TOTAL:	2,271.37
60153	06/02/2017	PRTD	1402 EL CENTRO ELEMENTARY	106899		05/18/2017	21705809	060217	236.88
				106900		05/18/2017	21705809	060217	241.18
						CHECK	60153	TOTAL:	478.06
60154	06/02/2017	PRTD	1921 EL CENTRO GREYHOUND	555714		04/15/2017	21705651	060217	32.00
				555716		05/02/2017	21705651	060217	33.00
						CHECK	60154	TOTAL:	65.00
60155	06/02/2017	PRTD	107 ELMS EQUIPMENT RENTA	21153880001		05/05/2017	21705620	060217	105.68
				2116068-0001		05/08/2017	21705620	060217	38.62
						CHECK	60155	TOTAL:	144.30
60156	06/02/2017	PRTD	201 EMPLOYMENT DEVELOPME	L0896756256		05/01/2017	21705742	060217	22,181.00
						CHECK	60156	TOTAL:	22,181.00
60157	06/02/2017	PRTD	2714 EVOQUA WATER TECHNOL	903094098		05/08/2017	21705761	060217	11,215.08
						CHECK	60157	TOTAL:	11,215.08
60158	06/02/2017	PRTD	4462 FERGUSON ENTERPRISES	4632994		05/02/2017	21705680	060217	4.45
				4609316		05/11/2017	21705680	060217	603.49
				4668719		05/10/2017	21705679	060217	39.80
				4710273		05/22/2017	21705839	060217	25.99
						CHECK	60158	TOTAL:	673.73
60159	06/02/2017	PRTD	121 GIO'S MOBILE HOME ES	98700300/MAY2017		05/22/2017	21705789	060217	40.42
						CHECK	60159	TOTAL:	40.42

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/01/2017 08:57 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/02/17

P 5
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CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60160	06/02/2017	PRTD	7530 GRACIA, DAVID A	328385		05/02/2017	21705777	060217	172.00
				338783		05/11/2017	21705777	060217	83.00
						CHECK	60160	TOTAL:	255.00
60161	06/02/2017	PRTD	125 HAAKER EQUIPMENT CO	C27117		05/05/2017	21705736	060217	329.08
						CHECK	60161	TOTAL:	329.08
60162	06/02/2017	PRTD	2170 HELIX LABORATORIES,	18182		05/11/2017	21705757	060217	468.39
				18175		05/01/2017	21705757	060217	7,111.50
						CHECK	60162	TOTAL:	7,579.89
60163	06/02/2017	PRTD	4982 HOME DEPOT	2974326		03/22/2017	21705690	060217	65.17
				9974857		04/04/2017	21705690	060217	168.46
				7970718		04/26/2017	21705690	060217	37.80
				5970790		04/28/2017	21705693	060217	82.17
				2970862		05/01/2017	21705693	060217	295.43
				4971228		05/09/2017	21705693	060217	171.76
				7970688		04/26/2017	21705691	060217	18.67
				8974048		03/16/2017	21705691	060217	25.02
				9974003		03/15/2017	21705691	060217	43.77
				7974980		04/06/2017	21705691	060217	85.47
				1970233		04/12/2017	21705691	060217	82.12
						CHECK	60163	TOTAL:	1,075.84
60164	06/02/2017	PRTD	8086 ILLINOIS LIBRARY ASS	126660		01/19/2017	21705724	060217	553.35
						CHECK	60164	TOTAL:	553.35

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO
 CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE

INVT DATE PO WARRANT NET

60165	06/02/2017	PRTD	7741	IMPERIAL COUNTY AREA	SD 17-18 1	05/16/2017	21705779	060217	700.00
						CHECK	60165	TOTAL:	700.00
60166	06/02/2017	PRTD	8393	IMPERIAL REGIONAL AL	106771	05/16/2017	21705730	060217	500.00
						CHECK	60166	TOTAL:	500.00
60167	06/02/2017	PRTD	148	IMPERIAL STORES	754696/5	05/08/2017	21705740	060217	22.97
					754009/5	05/01/2017	21705740	060217	31.94
					755092/5	05/12/2017	21705740	060217	35.82
					755603/5	05/18/2017	21705738	060217	36.82
					755464/5	05/16/2017	21705738	060217	37.23
					755382/5	05/16/2017	21705738	060217	22.59
					755278/5	05/15/2017	21705738	060217	14.85
					755096/5	05/12/2017	21705738	060217	1.45
					755407/5	05/16/2017	21705738	060217	33.50
					751920/5	04/07/2017	21705739	060217	15.37
					755151/5	05/12/2017	21705739	060217	26.53
					755112/5	05/12/2017	21705739	060217	8.09
					752709/5	04/17/2017	21705739	060217	18.51
					753662/5	04/27/2017	21705624	060217	9.17
					756103/5	05/24/2017	21705365	060217	30.88
					756117/5	05/24/2017	21705365	060217	41.41
					756046/5	05/23/2017	21705365	060217	11.75
					755996/5	05/23/2017	21705365	060217	39.26
						CHECK	60167	TOTAL:	438.14

06/01/2017 08:57 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/02/17

| P 7
 | apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60168	06/02/2017	PRTD	607 IMPERIAL VALLEY PRES	11047347		04/13/2017	21705750	060217	189.00
				11050683		04/21/2017	21705639	060217	270.00
						CHECK	60168	TOTAL:	459.00
60169	06/02/2017	PRTD	141 IMPERIAL VALLEY TERM	0244891		05/08/2017	21705621	060217	39.00
				0244893		05/08/2017	21705621	060217	75.00
				0244892		05/01/2017	21705621	060217	39.00
						CHECK	60169	TOTAL:	153.00
60170	06/02/2017	PRTD	8131 CITY DIRECTORIES	83512093		05/12/2017	21705862	060217	799.40
						CHECK	60170	TOTAL:	799.40
60171	06/02/2017	PRTD	4925 INGRAM LIBRARY SERVI	98026618		04/09/2017	21705688	060217	65.93
				98102007		04/13/2017	21705688	060217	18.22
				98102008		04/13/2017	21705688	060217	57.52
						CHECK	60171	TOTAL:	141.67
60172	06/02/2017	PRTD	6144 INLAND FAIR HOUSING	12862		04/30/2017	21705705	060217	3,735.81
						CHECK	60172	TOTAL:	3,735.81
60173	06/02/2017	PRTD	5753 JAM SERVICES, INC.	93035		04/24/2017	21705698	060217	848.68
						CHECK	60173	TOTAL:	848.68
60174	06/02/2017	PRTD	163 JIM REITER'S LOCKSMI	256385		05/22/2017	21705625	060217	18.86
				256892		04/04/2017	21705741	060217	49.22
						CHECK	60174	TOTAL:	68.08
60175	06/02/2017	PRTD	6291 K-C WELDING & RENTAL	77109		03/30/2017	21705711	060217	127.96
				79075		05/10/2017	21705776	060217	162.95

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/01/2017 08:57
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| P      8
| apcshdsb
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CASH ACCOUNT: 000		101001	CASH - WELLS FARGO	
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER INVOICE

INV DATE	PO	WARRANT	NET

				CHECK	60175 TOTAL:	290.91	
60176	06/02/2017	PRTD	8064 KIDZ PARTY PALS	106802	05/10/2017 21705783 060217	300.00	
					CHECK	60176 TOTAL:	300.00
60177	06/02/2017	PRTD	3654 KIMLEY-HORN & ASSOCI	9138783	03/31/2017 21705763 060217	1,686.25	
				095865103-1016	10/31/2016 21705666 060217	6,294.57	
				9116324	03/31/2017 21705600 060217	2,102.50	
					CHECK	60177 TOTAL:	10,083.32
60178	06/02/2017	PRTD	4406 LABRUCHERIE IRRIGATI	137068C	05/02/2017 21705678 060217	29.04	
				137934C	05/18/2017 21705768 060217	21.99	
				137935C	05/18/2017 21705768 060217	106.73	
				137647C	05/12/2017 21705768 060217	78.11	
				137745C	05/15/2017 21705768 060217	27.38	
				137771C	05/15/2017 21705768 060217	346.40	
				137826C	05/16/2017 21705769 060217	23.96	
				137590C	05/11/2017 21705769 060217	38.60	
					CHECK	60178 TOTAL:	672.21
60179	06/02/2017	PRTD	814 LOWE'S	910617	05/10/2017 21705641 060217	107.08	
					CHECK	60179 TOTAL:	107.08
60180	06/02/2017	PRTD	4270 MAXIMUS, INC.	101916.01.09-003	05/31/2017 21705835 060217	1,500.00	
					CHECK	60180 TOTAL:	1,500.00
60181	06/02/2017	PRTD	276 MCNEECE BROS. OIL CO	672716	05/02/2017 21705744 060217	672.64	
					CHECK	60181 TOTAL:	672.64

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

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Packet Pg. 32

06/01/2017 08:57 CITY OF EL CENTRO
enunez A/P CASH DISBURSEMENTS JOURNAL - 06/02/17

P 10
apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO	INVOICE	INV DATE	PO	WARRANT	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME	VOUCHER				
			1705103	05/15/2017	21703360	060217	75.00
			1705104	05/15/2017	21703360	060217	75.00
			1705105	05/15/2017	21703360	060217	75.00
			1705106	05/15/2017	21705727	060217	75.00
			1705109	05/15/2017	21705727	060217	75.00
			1705107	05/15/2017	21705727	060217	75.00
			1705108	05/15/2017	21705727	060217	75.00
			1705110	05/15/2017	21705727	060217	75.00
				CHECK	60185	TOTAL:	1,875.00
60186	06/02/2017	PRTD 767 NATIONAL RECREATION	149509/2017	05/24/2017	21705752	060217	650.00
				CHECK	60186	TOTAL:	650.00
60187	06/02/2017	PRTD 7897 360 BUSINESS PRODUCT	OE-27753-1	05/16/2017	21705717	060217	61.16
			OE-25889-1	03/09/2017	21705718	060217	82.96
			OE-26634-1	04/06/2017	21705718	060217	86.92
			OE-26786-1	04/11/2017	21705718	060217	31.38
			OE-26803-1	04/11/2017	21705718	060217	86.37
			OE-26892-1	04/13/2017	21705718	060217	86.37
			OE-26852-1	04/13/2017	21705782	060217	71.44
			OE-26853-1	04/13/2017	21705782	060217	47.44
			WO-8487-1	04/28/2017	21705782	060217	302.48
				CHECK	60187	TOTAL:	856.52
60188	06/02/2017	PRTD 3700 ONE SOURCE DISTRIBUT	S5492979.001	05/01/2017	21705668	060217	90.74
				CHECK	60188	TOTAL:	90.74

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/01/2017 08:57 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/02/17

| P 11
| apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60189	06/02/2017	PRTD	2571 PACIFIC COAST LANDSC		32368	05/17/2017	21705760	060217	4,500.00
						CHECK	60189	TOTAL:	4,500.00
60190	06/02/2017	PRTD	8013 PADRE USA		16004491	03/17/2017	21705722	060217	138.61
						CHECK	60190	TOTAL:	138.61
60191	06/02/2017	PRTD	8409 QUALITY GRAPHICS		423	04/02/2017	21705784	060217	129.30
						CHECK	60191	TOTAL:	129.30
60192	06/02/2017	PRTD	293 QUILL CORPORATION		6736348	05/11/2017	21705745	060217	129.88
						CHECK	60192	TOTAL:	129.88
60193	06/02/2017	PRTD	5940 RECON ENVIRONMENTAL		55540	04/17/2017	21705699	060217	10,850.25
						CHECK	60193	TOTAL:	10,850.25
60194	06/02/2017	PRTD	6150 REXEL		S116838734.001	04/27/2017	21705773	060217	177.85
						CHECK	60194	TOTAL:	177.85
60195	06/02/2017	PRTD	2198 SAN DIEGO FRICTION P		23070450	05/17/2017	21705654	060217	46.83
						CHECK	60195	TOTAL:	46.83
60196	06/02/2017	PRTD	330 SHERWIN WILLIAMS CO.		2588-8	05/17/2017	21705747	060217	299.44
						CHECK	60196	TOTAL:	299.44
60197	06/02/2017	PRTD	7486 SILVER & WRIGHT LLP		21739	04/01/2017	21705712	060217	313.62
						CHECK	60197	TOTAL:	313.62
60198	06/02/2017	PRTD	4920 SPARKLETTS		16184342051317	05/13/2017	21705770	060217	29.16
						CHECK	60198	TOTAL:	29.16

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/01/2017 08:57 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/02/17

| P 12
| apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60199	06/02/2017	PRTD	3519 SPECTRUM		13304	05/23/2017	21705762	060217	2,657.54
						CHECK	60199	TOTAL:	2,657.54
60200	06/02/2017	PRTD	1856 STANLEY ACCESS TECH		904796459	03/20/2017	21705650	060217	183.18
						CHECK	60200	TOTAL:	183.18
60201	06/02/2017	PRTD	322 SUPREME ELECTRICAL C		29446	05/04/2017	21705746	060217	190.89
						CHECK	60201	TOTAL:	190.89
60202	06/02/2017	PRTD	4062 TERMINIX OF IMPERIAL		02-0159070	04/20/2017	21705673	060217	45.00
						CHECK	60202	TOTAL:	45.00
60203	06/02/2017	PRTD	6050 TIME WARNER CABLE		420010573023/MAY2017	05/08/2017	21705772	060217	87.73
					420010572710/MAY2017	05/08/2017	21705771	060217	139.63
						CHECK	60203	TOTAL:	227.36
60204	06/02/2017	PRTD	6289 U.S. BANK		13841046/4-24-17	04/24/2017	21705710	060217	552.98
					19291774/4-24-17	04/24/2017	21705775	060217	336.07
					19877085/4-24-17	04/24/2017	21705774	060217	790.82
						CHECK	60204	TOTAL:	1,679.87
60205	06/02/2017	PRTD	2781 UNITED PARCEL SERVIC		15275w197	05/13/2017	21705822	060217	46.26
					15275w207	05/20/2017	21705821	060217	38.51
						CHECK	60205	TOTAL:	84.77
60206	06/02/2017	PRTD	368 VALLIANT UPHOLSTERY		160854	05/12/2017	21705635	060217	442.19
						CHECK	60206	TOTAL:	442.19
60207	06/02/2017	PRTD	528 WAXIE SANITARY SUPPL		76664287	04/28/2017	21705636	060217	25.68
					76705487	05/18/2017	21705748	060217	207.13

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/01/2017 08:57 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/02/17

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO
 CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE

INV DATE PO WARRANT

| P 13
 | apcsbdsb

NET

76711704	05/22/2017	21705748	060217	70.22
76711593	05/22/2017	21705748	060217	66.97
CHECK 60207 TOTAL:				370.00
NUMBER OF CHECKS	81	*** CASH ACCOUNT TOTAL ***	185,855.48	
TOTAL PRINTED CHECKS	81	AMOUNT	185,855.48	

*** GRAND TOTAL ***

185,855.48

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06/08/2017 08:54 CITY OF EL CENTRO
 enunez A/P CASH DISBURSEMENTS JOURNAL - 06/09/17

P 1
 apcshdsb

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO
 CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE

INV DATE PO WARRANT NET

60208	06/09/2017	PRTD	2200 4IMPRINT, INC.	5406098	05/03/2017	21705525	060917	2,744.03
					CHECK	60208	TOTAL:	2,744.03
60209	06/09/2017	PRTD	5615 ABTECH SUPPORT INC.	M703035-IN	03/01/2017	21705697	060917	379.00
				M705039-IN	05/02/2017	21705697	060917	379.00
					CHECK	60209	TOTAL:	758.00
60210	06/09/2017	PRTD	576 ACADEMI AWARDS & TRO	5038	05/31/2017	21705891	060917	120.68
					CHECK	60210	TOTAL:	120.68
60211	06/09/2017	PRTD	1135 ACE UNIFORMS & ACCES	36099	04/20/2017	21705645	060917	1,385.85
				36085	04/20/2017	21705644	060917	1,374.42
					CHECK	60211	TOTAL:	2,760.27
60212	06/09/2017	PRTD	3933 ACME SAFETY & SUPPLY	110905-00	05/09/2017	21705764	060917	277.67
					CHECK	60212	TOTAL:	277.67
60213	06/09/2017	PRTD	2403 AIRWAVE COMMUNICATIO	606802	05/31/2017	21701015	060917	280.00
				431704	05/12/2017	21705656	060917	260.97
				431559	04/04/2017	21705656	060917	206.99
					CHECK	60213	TOTAL:	747.96
60214	06/09/2017	PRTD	2053 ALLSTAR FIRE EQUIPME	198857	05/26/2017	21705756	060917	87.55
					CHECK	60214	TOTAL:	87.55
60215	06/09/2017	PRTD	4344 AM COPIERS, INC.	28903	05/23/2017	21705836	060917	95.00
					CHECK	60215	TOTAL:	95.00
60216	06/09/2017	PRTD	7 AMERICAN LINEN	LYUM1169670	05/19/2017	21705786	060917	41.88
				LYUM1169319	05/18/2017	21705787	060917	105.96

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/08/2017 08:54
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A/P CASH DISBURSEMENTS JOURNAL - 06/09/17P 2
apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					LYUM1169320	05/18/2017	21705787	060917	77.96
						CHECK	60216	TOTAL:	225.80
60217	06/09/2017	PRTD	6249 AT&T		106964	06/05/2017	21705905	060917	2,451.14
						CHECK	60217	TOTAL:	2,451.14
60218	06/09/2017	PRTD	8414 BOB MURRAY & ASSOCIA		7289	05/15/2017	21705863	060917	3,619.03
						CHECK	60218	TOTAL:	3,619.03
60219	06/09/2017	PRTD	8366 BURKE, WILLIAMS & SO		213607	05/11/2017	21705914	060917	285.50
						CHECK	60219	TOTAL:	285.50
60220	06/09/2017	PRTD	2555 CALIBER SCREENPRINTI		41572	05/17/2017	21705815	060917	188.36
					41458	05/04/2017	21705817	060917	579.13
						CHECK	60220	TOTAL:	767.49
60221	06/09/2017	PRTD	2091 CALPERS 457 PLAN		000000107088	06/08/2017		060917	120.00
						CHECK	60221	TOTAL:	120.00
60222	06/09/2017	PRTD	2633 ALEX CARDENAS		107060	06/06/2017	21705931	060917	302.00
						CHECK	60222	TOTAL:	302.00
60223	06/09/2017	PRTD	5273 EDUARDO CARRILLO		107043	05/22/2017	21705847	060917	64.00
						CHECK	60223	TOTAL:	64.00
60224	06/09/2017	PRTD	1167 MANUELA CARRILLO		000000107087	06/08/2017		060917	222.50
						CHECK	60224	TOTAL:	222.50
60225	06/09/2017	PRTD	6403 ADRIAN CHILPA		106911	04/05/2017	21705098	060917	2,172.34
						CHECK	60225	TOTAL:	2,172.34

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/08/2017 08:54 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/09/17

| P 3
 | apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60226	06/09/2017	PRTD	2470 COUNTY OF SAN DIEGO,	17	CITYECN11	06/01/2017	21700490	060917	55.00
						CHECK	60226	TOTAL:	55.00
60227	06/09/2017	PRTD	235 CREDIT BUREAU OF IMP	4526		05/01/2017	21705628	060917	70.00
						CHECK	60227	TOTAL:	70.00
60228	06/09/2017	PRTD	3751 FELIX DE LEON	106977		05/31/2017	21705831	060917	64.00
						CHECK	60228	TOTAL:	64.00
60229	06/09/2017	PRTD	3751 FELIX DE LEON	107046		05/22/2017	21705832	060917	64.00
						CHECK	60229	TOTAL:	64.00
60230	06/09/2017	PRTD	3211 DELL MARKETING L.P.	10168208933		05/24/2017	21705596	060917	1,750.79
						CHECK	60230	TOTAL:	1,750.79
60231	06/09/2017	PRTD	1964 DESERT DOC SHREDDER	34729		04/24/2017	21705652	060917	116.00
						CHECK	60231	TOTAL:	116.00
60232	06/09/2017	PRTD	6166 DESERT VETERINARY GR	159304		04/13/2017	21705706	060917	31.00
				161069		05/15/2017	21705706	060917	151.00
						CHECK	60232	TOTAL:	182.00
60233	06/09/2017	PRTD	7774 DIGITAL BUSINESS SYS	213702/CM		05/19/2017	21705859	060917	56.07
				213702/CA		05/19/2017	21705909	060917	56.06
						CHECK	60233	TOTAL:	112.13
60234	06/09/2017	PRTD	2777 DJ CHEVRON SERVICE	2095		05/01/2017	21705663	060917	534.00
						CHECK	60234	TOTAL:	534.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/08/2017 08:54
enunez

CITY OF EL CENTRO
A/P CASH DISBURSEMENTS JOURNAL - 06/09/17

P 4
apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60235	06/09/2017	PRTD	7930 DURATECH USA, INC.		4783	03/31/2017	21704656	060917	1,275.63
						CHECK		60235 TOTAL:	1,275.63
60236	06/09/2017	PRTD	4228 ECRMC FOUNDATION		000000107090	06/08/2017		060917	33.00
						CHECK		60236 TOTAL:	33.00
60237	06/09/2017	PRTD	4872 EL CENTRO PAL		25	05/10/2017	21705686	060917	324.90
						CHECK		60237 TOTAL:	324.90
60238	06/09/2017	PRTD	6019 ELLISON WILSON ADVOC		617	06/01/2017	21700097	060917	750.00
						CHECK		60238 TOTAL:	750.00
60239	06/09/2017	PRTD	107 ELMS EQUIPMENT RENTA		2116179-0001	05/16/2017	21705735	060917	114.67
					2115751-0001	04/25/2017	21705788	060917	811.99
						CHECK		60239 TOTAL:	926.66
60240	06/09/2017	PRTD	245 EMPIRE SOUTHWEST		EMPS4120931	05/22/2017	21700862	060917	44.07
						CHECK		60240 TOTAL:	44.07
60241	06/09/2017	PRTD	4837 ESCOBEDO PAINT AND B		3351	05/19/2017	21705843	060917	350.00
						CHECK		60241 TOTAL:	350.00
60242	06/09/2017	PRTD	7749 EVERBRIDGE, INC.		M33380	05/24/2017	21705713	060917	3,500.00
						CHECK		60242 TOTAL:	3,500.00
60243	06/09/2017	PRTD	3157 FASTENAL COMPANY		CAEL182501	05/17/2017	21705825	060917	20.97
						CHECK		60243 TOTAL:	20.97
60244	06/09/2017	PRTD	247 FEDEX		5-808-39756	05/19/2017	21705743	060917	248.88
					5-799-96455	05/12/2017	21705630	060917	186.56

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/08/2017 08:54 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/09/17

| P 5
 | apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60244	TOTAL:	435.44
60245	06/09/2017	PRTD	7877 FILTER SERVICE AND S		6307	05/25/2017	21705911	060917	160.00
						CHECK	60245	TOTAL:	160.00
60246	06/09/2017	PRTD	202 FIRST IMPERIAL CREDI		000000107084	06/08/2017		060917	3,410.05
						CHECK	60246	TOTAL:	3,410.05
60247	06/09/2017	PRTD	1623 JOSE FLORES		107055	05/23/2017	21705811	060917	64.00
						CHECK	60247	TOTAL:	64.00
60248	06/09/2017	PRTD	3767 FRANCHISE TAX BOARD		000000107089	06/08/2017		060917	226.84
						CHECK	60248	TOTAL:	226.84
60249	06/09/2017	PRTD	8411 FERNANDO GARCIA		107058	05/05/2017	21705731	060917	901.45
						CHECK	60249	TOTAL:	901.45
60250	06/09/2017	PRTD	4282 GOSERCO, INC.		9514	05/15/2017	21705675	060917	4,642.95
						CHECK	60250	TOTAL:	4,642.95
60251	06/09/2017	PRTD	3453 GPS INTERNATIONAL TE		17989	03/01/2017	21705665	060917	1,200.00
						CHECK	60251	TOTAL:	1,200.00
60252	06/09/2017	PRTD	4982 HOME DEPOT		3973450	03/01/2017	21705844	060917	35.58
					33011858	02/28/2017	21705844	060917	132.77
						CHECK	60252	TOTAL:	168.35
60253	06/09/2017	PRTD	205 IMPERIAL CO SHERIFF'		000000107085	06/08/2017		060917	250.00
						CHECK	60253	TOTAL:	250.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/08/2017 08:54 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/09/17

P 6
 apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60254	06/09/2017	PRTD	755 IMPERIAL COUNTY AUDI		107062	05/05/2017	21705640	060917	2,293.50
						CHECK		60254 TOTAL:	2,293.50
60255	06/09/2017	PRTD	4966 IMPERIAL LANDFILL		4136-000015496	04/30/2017	21705689	060917	55.97
						CHECK		60255 TOTAL:	55.97
60256	06/09/2017	PRTD	148 IMPERIAL STORES		754051/5	05/01/2017	21705737	060917	33.57
					754084/5	05/01/2017	21705737	060917	41.46
					754740/5	05/08/2017	21705737	060917	6.56
					755601/5	05/18/2017	21705793	060917	18.00
					755508/5	05/17/2017	21705793	060917	43.29
					755511/5	05/17/2017	21705623	060917	60.66
						CHECK		60256 TOTAL:	203.54
60257	06/09/2017	PRTD	607 IMPERIAL VALLEY PRES		11060544	05/20/2017	21705892	060917	148.43
						CHECK		60257 TOTAL:	148.43
60258	06/09/2017	PRTD	894 INTERNAL REVENUE SER		000000107086	06/08/2017		060917	92.00
						CHECK		60258 TOTAL:	92.00
60259	06/09/2017	PRTD	8389 IRON WALL SECURITY,		1350	03/07/2017	21705729	060917	9,275.00
						CHECK		60259 TOTAL:	9,275.00
60260	06/09/2017	PRTD	2513 IVRMA		1426	02/14/2017	21705948	060917	288.00
						CHECK		60260 TOTAL:	288.00
60261	06/09/2017	PRTD	4727 IVROP		106925	05/18/2017	21705842	060917	25.00
					107061	04/20/2017	21705685	060917	25.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/08/2017 08:54 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/09/17

| P 7
 | apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60261	TOTAL:	50.00
60262	06/09/2017	PRTD	3654 KIMLEY-HORN & ASSOCI	9301733		04/30/2017	21705828	060917	18,000.00
						CHECK	60262	TOTAL:	18,000.00
60263	06/09/2017	PRTD	4406 LABRUCHERIE IRRIGATI	137854C		05/17/2017	21705838	060917	54.13
				138264C		05/24/2017	21705900	060917	481.52
						CHECK	60263	TOTAL:	535.65
60264	06/09/2017	PRTD	2790 LANDMARK GEO-ENGR &	LE0517-19		05/16/2017	21705823	060917	1,408.80
						CHECK	60264	TOTAL:	1,408.80
60265	06/09/2017	PRTD	683 LIEBERT CASSIDY WHIT	1439315		04/30/2017	21705803	060917	409.93
						CHECK	60265	TOTAL:	409.93
60266	06/09/2017	PRTD	8408 LORENA MANDUJANO	000000107094		06/08/2017		060917	380.67
						CHECK	60266	TOTAL:	380.67
60267	06/09/2017	PRTD	8026 MAN-K9 INC.	5517A		05/05/2017	21705723	060917	1,300.00
				51117A		05/11/2017	21705723	060917	409.44
						CHECK	60267	TOTAL:	1,709.44
60268	06/09/2017	PRTD	764 MCCAIN INC.	INV0219629		05/25/2017	21705186	060917	4,505.47
						CHECK	60268	TOTAL:	4,505.47
60269	06/09/2017	PRTD	276 MCNEECE BROS. OIL CO	846791		05/31/2017	21705883	060917	268.17
				671731		04/27/2017	21705884	060917	495.32
				673607		05/31/2017		060917	-495.32
				846060		04/30/2017	21705632	060917	10,113.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/08/2017 08:54 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/09/17

| P 8
| apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60269	TOTAL:	10,381.17
60270	06/09/2017	PRTD	6025 MED-TECH RESOURCE, I		519676	05/24/2017	21705851	060917	13,280.44
						CHECK	60270	TOTAL:	13,280.44
60271	06/09/2017	PRTD	1012 AARON MESSICK		106929	04/11/2017	21702506	060917	656.91
						CHECK	60271	TOTAL:	656.91
60272	06/09/2017	PRTD	2219 MYGOV, LLC		2523/BLDG	06/01/2017	21705896	060917	1,620.00
						CHECK	60272	TOTAL:	1,620.00
60273	06/09/2017	PRTD	3200 COUNTY MOTOR PARTS		668637	04/26/2017	21703048	060917	107.10
						CHECK	60273	TOTAL:	107.10
60274	06/09/2017	PRTD	4453 NATIONWIDE RETIREMEN		000000107091	06/08/2017		060917	552.00
						CHECK	60274	TOTAL:	552.00
60275	06/09/2017	PRTD	7057 O'REILLY AUTO PARTS		4340-347145	05/11/2017	21705415	060917	104.08
					4340-348391	05/18/2017	21705415	060917	31.27
					4340-349007	05/22/2017	21705415	060917	121.67
					4340-349157	05/23/2017	21705415	060917	78.47
					4340-349179	05/23/2017	21705415	060917	29.22
					4340-349260	05/23/2017	21705415	060917	63.42
					4340-349569	05/25/2017	21705415	060917	167.19
					4340-350674	06/01/2017	21705415	060917	109.52
					4340-349657	05/25/2017		060917	-164.97
						CHECK	60275	TOTAL:	539.87
60276	06/09/2017	PRTD	7897 360 BUSINESS PRODUCT		OE-27880-1	05/19/2017	21705781	060917	90.82
					WO-8725-1	05/22/2017	21705945	060917	28.79

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/08/2017 08:54 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/09/17

| P 9
 | apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK 60276 TOTAL:	119.61
60277	06/09/2017	PRTD	3700 ONE SOURCE DISTRIBUT		S5486184.001	04/25/2017	21705667	060917	14.08
								CHECK 60277 TOTAL:	14.08
60278	06/09/2017	PRTD	1112 ORANGE COUNTY SHERIF		106997	05/23/2017	21705643	060917	140.00
								CHECK 60278 TOTAL:	140.00
60279	06/09/2017	PRTD	8013 PADRE USA		16004490	03/17/2017	21705860	060917	71.74
								CHECK 60279 TOTAL:	71.74
60280	06/09/2017	PRTD	6116 PITNEY BOWES GLOBAL		3101186123	04/17/2017	21705704	060917	209.67
								CHECK 60280 TOTAL:	209.67
60281	06/09/2017	PRTD	3121 PRO RECORD STORAGE &		18645	06/01/2017	21705933	060917	165.27
								CHECK 60281 TOTAL:	165.27
60282	06/09/2017	PRTD	188 PUBLIC EMPLOYEES RET		000000107082	06/08/2017		060917	130,503.77
								CHECK 60282 TOTAL:	130,503.77
60283	06/09/2017	PRTD	1977 PUENTE DEL SOL, LLC		T0004476/JUNE2017	05/30/2017	21705868	060917	11,763.36
								CHECK 60283 TOTAL:	11,763.36
60284	06/09/2017	PRTD	293 QUILL CORPORATION		6106082	04/18/2017	21705633	060917	136.32
					6333905	04/26/2017	21705633	060917	54.51
					6667207	05/10/2017	21705633	060917	12.64
								CHECK 60284 TOTAL:	203.47
60285	06/09/2017	PRTD	6036 RABOBANK		000000107093	06/08/2017		060917	1,472.03

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/08/2017 08:54 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/09/17

| P 10
 | apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60285	TOTAL:	1,472.03
60286	06/09/2017	PRTD	631 REFRIGERATION SUPPLI	3232212-00		03/23/2017	21705383	060917	50.73
				3232280-00		03/24/2017	21705383	060917	74.79
						CHECK	60286	TOTAL:	125.52
60287	06/09/2017	PRTD	3913 DANIEL ROMERO	106934		02/16/2017	21704202	060917	587.88
						CHECK	60287	TOTAL:	587.88
60288	06/09/2017	PRTD	2560 SAN DIEGO MIRAMAR CO	16005		04/25/2017	21705660	060917	46.00
						CHECK	60288	TOTAL:	46.00
60289	06/09/2017	PRTD	6359 SAN DIEGO PADRES	107069		06/01/2017	21705943	060917	7,122.00
						CHECK	60289	TOTAL:	7,122.00
60290	06/09/2017	PRTD	1045 SAN DIEGO REGIONAL T	109-1		04/24/2017	21705642	060917	8.00
						CHECK	60290	TOTAL:	8.00
60291	06/09/2017	PRTD	316 SHELL FLEET CARD SER	65904344705		04/29/2017	21705634	060917	35.00
						CHECK	60291	TOTAL:	35.00
60292	06/09/2017	PRTD	7700 SKOUSEN FARMS PARTER	420		04/17/2017	21705858	060917	2,750.58
				421		04/17/2017	21705858	060917	9,356.88
				422		04/17/2017	21705858	060917	2,254.07
				423		04/17/2017	21705858	060917	6,173.39
				424		04/17/2017	21705858	060917	795.56
				425		04/17/2017	21705858	060917	712.17
						CHECK	60292	TOTAL:	22,042.65

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/08/2017 08:54 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/09/17

| P 11
| apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60293	06/09/2017	PRTD	1281 SMART & FINAL		42045	03/30/2017	21705894	060917	218.92
					42105	05/17/2017	21705646	060917	48.40
						CHECK	60293	TOTAL:	267.32
60294	06/09/2017	PRTD	213 SOUTHERN CALIFORNIA		05162691009/MAY2017	05/17/2017	21705371	060917	15.53
					04322688005/MAY2017	05/17/2017	21705794	060917	15.39
					17977410368/MAY2017	05/17/2017	21705794	060917	26.83
					13132656284/MAY2017	05/16/2017	21705794	060917	18.22
					18592554002/MAY2017	05/16/2017	21705794	060917	54.39
					06022765009/APR2017	04/20/2017	21705626	060917	45.26
						CHECK	60294	TOTAL:	175.62
60295	06/09/2017	PRTD	3519 SPECTRUM		13219	04/03/2017	21705827	060917	5,000.00
						CHECK	60295	TOTAL:	5,000.00
60296	06/09/2017	PRTD	6990 CALIFORNIA STATE CON		REPID#1120243	11/16/2016	21705872	060917	246.57
						CHECK	60296	TOTAL:	246.57
60297	06/09/2017	PRTD	5990 STATE DISBURSEMENT U		000000107092	06/08/2017		060917	5,425.33
						CHECK	60297	TOTAL:	5,425.33
60298	06/09/2017	PRTD	1460 BJORN STRUEBING		112	05/22/2017	21705895	060917	1,200.00
						CHECK	60298	TOTAL:	1,200.00
60299	06/09/2017	PRTD	2506 T-MOBILE		558080132/APR2017	04/24/2017	21705659	060917	35.84
						CHECK	60299	TOTAL:	35.84
60300	06/09/2017	PRTD	5776 MARCOS TARAZON		107020	05/25/2017	21705848	060917	64.00
					107070	05/24/2017	21705849	060917	64.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/08/2017 08:54 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/09/17

| P 12
| apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60300	TOTAL:	128.00
60301	06/09/2017	PRTD	6050 TIME WARNER CABLE		420010045113/MAY2017	05/08/2017	21705853	060917	87.73
					420010010091/MAY2017	05/04/2017	21705702	060917	101.15
						CHECK	60301	TOTAL:	188.88
60302	06/09/2017	PRTD	214 TURBO DATA SYSTEMS I		26008	04/30/2017	21705627	060917	464.85
						CHECK	60302	TOTAL:	464.85
60303	06/09/2017	PRTD	4123 U.S. BANK		4644941	05/25/2017	21705951	060917	2,970.00
					4644942	05/25/2017	21705951	060917	2,970.00
						CHECK	60303	TOTAL:	5,940.00
60304	06/09/2017	PRTD	6289 U.S. BANK		02660861/5-22-17(1)	05/22/2017	21705870	060917	461.05
					02660861/5-22-17(2)	05/22/2017	21705869	060917	643.42
					02660861/CR5-22-17	05/22/2017		060917	-16.23
					02327677/5-22-17	05/22/2017	21705854	060917	207.35
					13840931/1-23-17(3)	01/23/2017	21703612	060917	450.00
					19877119/3-22-17	03/22/2017	21705709	060917	320.27
					19877119/CR3-22-17	03/22/2017		060917	-13.98
					19877119/4-24-17	04/24/2017	21705708	060917	138.09
					01391591/5-22-17	05/22/2017	21705942	060917	175.35
						CHECK	60304	TOTAL:	2,365.32
60305	06/09/2017	PRTD	200 UNITED WAY OF IMPERI		000000107083	06/08/2017		060917	15.00
						CHECK	60305	TOTAL:	15.00
60306	06/09/2017	PRTD	4647 VERIZON WIRELESS		9784503884	04/23/2017	21705684	060917	1,812.47
					9783427262	04/06/2017	21705683	060917	1,710.52

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/08/2017 08:54 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/09/17

| P 13
| apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					9784715025	04/26/2017	21705682	060917	570.15
					9785244814	05/06/2017	21705902	060917	1,806.51
						CHECK	60306	TOTAL:	5,899.65
60307	06/09/2017	PRTD	8233 EDUARDO VILLA		106961	05/03/2017	21705573	060917	901.45
						CHECK	60307	TOTAL:	901.45
60308	06/09/2017	PRTD	528 WAXIE SANITARY SUPPL		76707919	05/19/2017	21705798	060917	23.96
					76660601	04/27/2017	21705379	060917	93.66
						CHECK	60308	TOTAL:	117.62
60309	06/09/2017	PRTD	380 WYMORE, INC.		1189701	05/24/2017	21705795	060917	6,404.75
					1189608	05/17/2017	21705796	060917	55.10
						CHECK	60309	TOTAL:	6,459.85
60310	06/09/2017	PRTD	1780 VICENTE ZAMBRANO		949942	05/24/2017	21705812	060917	82.50
						CHECK	60310	TOTAL:	82.50
NUMBER OF CHECKS 103						*** CASH ACCOUNT TOTAL ***			315,490.93
						COUNT	AMOUNT		
TOTAL PRINTED CHECKS						103	315,490.93		

*** GRAND TOTAL *** 315,490.93

Pat R... 6/8/17

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/15/2017 09:28 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/16/17

| P 1
 | apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60311	06/16/2017	PRTD	1 A-MODERN SANITATION		036255 Q1	05/22/2017	21705875	061617	90.78
					036254 Q1	05/22/2017	21705875	061617	145.00
						CHECK	60311	TOTAL:	235.78
60312	06/16/2017	PRTD	4369 ABG MARKETING AND BU		2708623	05/31/2017	21705981	061617	11.30
					2708624	05/31/2017	21705980	061617	831.40
					2708626	05/31/2017	21705979	061617	1,440.28
						CHECK	60312	TOTAL:	2,282.98
60313	06/16/2017	PRTD	6143 ADVANCE SERVICE INC.		28652	05/01/2017	21705904	061617	11,465.00
						CHECK	60313	TOTAL:	11,465.00
60314	06/16/2017	PRTD	8025 AIR EXHAUST, CO.		422039	06/01/2017	21705913	061617	32.00
						CHECK	60314	TOTAL:	32.00
60315	06/16/2017	PRTD	2403 AIRWAVE COMMUNICATIO		606803	05/31/2017	21705962	061617	567.00
						CHECK	60315	TOTAL:	567.00
60316	06/16/2017	PRTD	4624 ALL-VALLEY FENCE & S		4795C	05/31/2017	21705901	061617	27.80
					4687C	05/03/2017	21705901	061617	9.70
					4752C	05/17/2017	21705901	061617	13.79
						CHECK	60316	TOTAL:	51.29
60317	06/16/2017	PRTD	7 AMERICAN LINEN		LYUM1172394	05/30/2017	21705876	061617	30.49
					LYUM1172401	05/30/2017	21705864	061617	126.41
					LYUM1167713	05/12/2017	21705865	061617	41.88
					LYUM1171643	05/26/2017	21705865	061617	41.88
					LYUM1157919	04/07/2017	21705877	061617	101.62
					LYUM1159890	04/14/2017	21705877	061617	221.33

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/15/2017 09:28
enunez

CITY OF EL CENTRO
A/P CASH DISBURSEMENTS JOURNAL - 06/16/17

CASH ACCOUNT: 000
CHECK NO CHK DATE

101001
TYPE VENDOR NAME

CASH - WELLS FARGO
VOUCHER

INVOICE

INV DATE PO WARRANT

NET

LYUM1161761	04/21/2017	21705877	061617	101.62
LYUM1163714	04/28/2017	21705877	061617	224.85
LYUM1156805	04/04/2017	21705878	061617	38.78
LYUM1158758	04/11/2017	21705878	061617	48.16
LYUM1160678	04/18/2017	21705878	061617	35.78
LYUM1162580	04/25/2017	21705878	061617	48.16
LYUM1164558	05/02/2017	21705919	061617	3.05
LYUM1166534	05/09/2017	21705919	061617	92.99
LYUM1168526	05/16/2017	21705919	061617	3.05
LYUM1170492	05/23/2017	21705919	061617	94.40
LYUM1172396	05/30/2017	21705919	061617	3.05
LYUM1164559	05/02/2017	21705920	061617	66.45
LYUM1165589	05/09/2017	21705920	061617	110.00
LYUM1166535	05/09/2017	21705920	061617	55.89
LYUM1168527	05/16/2017	21705920	061617	55.89
LYUM1170493	05/23/2017	21705920	061617	55.89
LYUM1172397	05/30/2017	21705920	061617	56.49
LYUM1164561	05/02/2017	21705921	061617	22.88
LYUM1166537	05/09/2017	21705921	061617	22.88
LYUM1168529	05/16/2017	21705921	061617	22.88
LYUM1170495	05/23/2017	21705921	061617	22.88
LYUM1172399	05/30/2017	21705921	061617	22.88
LYUM1164562	05/02/2017	21705922	061617	71.69
LYUM1166538	05/09/2017	21705922	061617	71.69
LYUM1168530	05/16/2017	21705922	061617	71.69
LYUM1170496	05/23/2017	21705922	061617	72.51

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06/15/2017 09:28 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/16/17

| P 3
| apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO	INVOICE	INV DATE	PO	WARRANT	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME	VOUCHER				
			LYUM1172400	05/30/2017	21705922	061617	73.33
			LYUM1166532	05/09/2017	21705917	061617	109.04
			LYUM1170490	05/23/2017	21705917	061617	113.24
			LYUM1164557	05/02/2017	21705918	061617	11.09
			LYUM1166533	05/09/2017	21705918	061617	54.37
			LYUM1168525	05/16/2017	21705918	061617	11.09
			LYUM1170491	05/23/2017	21705918	061617	58.57
			LYUM1172395	05/30/2017	21705918	061617	11.09
			LYUM1170489	05/23/2017	21705916	061617	30.49
				CHECK	60317	TOTAL:	2,532.40
60318	06/16/2017	PRTD 5957 AMERICAN MESSAGING	L1043037RF	06/01/2017	21705903	061617	217.24
				CHECK	60318	TOTAL:	217.24
60319	06/16/2017	PRTD 3164 ASBURY ENVIRONMENTAL	I500-00188973	05/22/2017	21705935	061617	404.80
				CHECK	60319	TOTAL:	404.80
60320	06/16/2017	PRTD 6215 AT&T	107340	06/14/2017	21706102	061617	1,770.63
				CHECK	60320	TOTAL:	1,770.63
60321	06/16/2017	PRTD 6249 AT&T	107341	06/14/2017	21706103	061617	5,075.47
			107342	06/14/2017	21706104	061617	5,079.70
				CHECK	60321	TOTAL:	10,155.17
60322	06/16/2017	PRTD 3146 MANUEL AVENDANO	20170309121241	03/09/2017	21705934	061617	800.00
				CHECK	60322	TOTAL:	800.00
60323	06/16/2017	PRTD 1493 BAKER DISTRIBUTING C	S952775	04/20/2017	21705755	061617	3,700.36
			T166533	05/01/2017	21705755	061617	118.10

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/15/2017 09:28
enunez

CITY OF EL CENTRO
A/P CASH DISBURSEMENTS JOURNAL - 06/16/17

P 4
apcshdsb

CASH ACCOUNT: 000
CHECK NO CHK DATE

101001
TYPE VENDOR NAME

CASH - WELLS FARGO

VOUCHER

INVOICE

INV DATE

PO

WARRANT

NET

						CHECK	60323 TOTAL:	3,818.46
60324	06/16/2017	PRTD	5471 BARTEL ASSOCIATES, L	17-349	06/07/2017	21706091	061617	1,500.00
						CHECK	60324 TOTAL:	1,500.00
60325	06/16/2017	PRTD	8421 BRAUN, MICHAEL F.	107292	06/14/2017		061617	35.00
						CHECK	60325 TOTAL:	35.00
60326	06/16/2017	PRTD	6276 C R & R INCORPORATED	107291	06/12/2017	21705985	061617	173,084.28
						CHECK	60326 TOTAL:	173,084.28
60327	06/16/2017	PRTD	2555 CALIBER SCREENPRINTI	41506	05/11/2017	21705816	061617	389.70
						CHECK	60327 TOTAL:	389.70
60328	06/16/2017	PRTD	2775 CARAHSOFT TECHNOLOGY	IN460677	06/08/2017	21700005	061617	1,410.00
						CHECK	60328 TOTAL:	1,410.00
60329	06/16/2017	PRTD	7967 CPSM C/O BASTIAN AC	1385	05/17/2017	21705967	061617	26,960.00
						CHECK	60329 TOTAL:	26,960.00
60330	06/16/2017	PRTD	452 ELIZABETH CESENA	107333	06/13/2017	21706048	061617	225.00
						CHECK	60330 TOTAL:	225.00
60331	06/16/2017	PRTD	2701 CHEMTRADE CHEMICALS	92099492	05/11/2017	21705820	061617	3,737.55
				92085281	04/13/2017	21705819	061617	4,098.36
						CHECK	60331 TOTAL:	7,835.91
60332	06/16/2017	PRTD	54 CITY OF EL CENTRO-WA	859686	05/25/2017	21705995	061617	97.31
				859685	05/25/2017	21705995	061617	61.61
						CHECK	60332 TOTAL:	158.92

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/15/2017 09:28 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/16/17

| P 5
 | apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60333	06/16/2017	PRTD	650 CLINICAL LAB OF SAN		956362	05/12/2017	21705800	061617	790.00
						CHECK	60333	TOTAL:	790.00
60334	06/16/2017	PRTD	1371 CONSOLIDATED ELEC DI		1964-471595	03/23/2017	21705808	061617	37.71
						CHECK	60334	TOTAL:	37.71
60335	06/16/2017	PRTD	2470 COUNTY OF SAN DIEGO,		17ELCNFDN11	06/01/2017	21705963	061617	1,650.00
						CHECK	60335	TOTAL:	1,650.00
60336	06/16/2017	PRTD	1607 CURTIS ROADRUNNER LO		16811	03/07/2017	21705975	061617	298.00
						CHECK	60336	TOTAL:	298.00
60337	06/16/2017	PRTD	3211 DELL MARKETING L.P.		10167666320	05/22/2017	21705532	061617	2,817.17
					10165850192	05/12/2017	21705020	061617	2,096.60
						CHECK	60337	TOTAL:	4,913.77
60338	06/16/2017	PRTD	670 DEPARTMENT OF WATER		1800110184	05/01/2017	21705802	061617	2,372.00
						CHECK	60338	TOTAL:	2,372.00
60339	06/16/2017	PRTD	1963 DESERT BUILDING & DE		107328	05/26/2017	21705976	061617	23,163.00
					107329	06/06/2017	21705976	061617	642.00
					107330	06/06/2017	21705976	061617	1,280.00
					107331	06/06/2017	21705976	061617	350.00
					107332	05/26/2017	21705976	061617	9,740.00
						CHECK	60339	TOTAL:	35,175.00
60340	06/16/2017	PRTD	7774 DIGITAL BUSINESS SYS		215144	05/31/2017	21705910	061617	277.17
					214432	05/25/2017	21705873	061617	37.32
					216246	06/05/2017	21705990	061617	195.48

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/15/2017 09:28 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/16/17

P 6
apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO	INVOICE	INV DATE	PO	WARRANT	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME	VOUCHER				
			216503	05/31/2017	21705989	061617	59.75
				CHECK	60340	TOTAL:	569.72
60341	06/16/2017	PRTD 107 ELMS EQUIPMENT RENTA	21158700001	05/17/2017	21705969	061617	425.46
				CHECK	60341	TOTAL:	425.46
60342	06/16/2017	PRTD 2668 ENERSPECT MEDICAL SO	33153	05/26/2017	21705818	061617	18,432.46
				CHECK	60342	TOTAL:	18,432.46
60343	06/16/2017	PRTD 247 FEDEX	5-815-98075	05/26/2017	21705956	061617	118.98
				CHECK	60343	TOTAL:	118.98
60344	06/16/2017	PRTD 4462 FERGUSON ENTERPRISES	4743301	05/31/2017	21705938	061617	21.07
				CHECK	60344	TOTAL:	21.07
60345	06/16/2017	PRTD 8065 CYNTHIA GREER	107179	06/02/2017	21705874	061617	350.00
				CHECK	60345	TOTAL:	350.00
60346	06/16/2017	PRTD 477 MARIA ELENA HERBERT	689051	01/30/2017	21705974	061617	20.95
				CHECK	60346	TOTAL:	20.95
60347	06/16/2017	PRTD 2771 HOLMAN PROF COUNSEL	INV2011756	06/01/2017	21705932	061617	931.02
			INV2011745	06/01/2017	21705932	061617	6,883.25
				CHECK	60347	TOTAL:	7,814.27
60348	06/16/2017	PRTD 4982 HOME DEPOT	9971048	05/04/2017	21705846	061617	46.53
			7971970	05/26/2017	21705692	061617	109.87
				CHECK	60348	TOTAL:	156.40
60349	06/16/2017	PRTD 4982 HOME DEPOT	0972227	06/02/2017	21705983	061617	1,661.80

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/15/2017 09:28 CITY OF EL CENTRO
 enunez A/P CASH DISBURSEMENTS JOURNAL - 06/16/17

P 7
 apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60349	TOTAL:	1,661.80
60350	06/16/2017	PRTD	2517 IMPERIAL COUNTY HEAL	18472		05/10/2017	21705814	061617	780.00
						CHECK	60350	TOTAL:	780.00
60351	06/16/2017	PRTD	145 IMPERIAL IRRIGATION		3034482/APR2017	05/10/2017	21705791	061617	13,276.00
						CHECK	60351	TOTAL:	13,276.00
60352	06/16/2017	PRTD	146 IMPERIAL PRINTERS	17-1835		04/27/2017	21705792	061617	49.80
				17-2017		05/22/2017	21705970	061617	49.80
				17-1972		05/17/2017	21705971	061617	96.34
						CHECK	60352	TOTAL:	195.94
60353	06/16/2017	PRTD	8393 IMPERIAL REGIONAL AL	107197		04/13/2017	21705915	061617	7,500.00
						CHECK	60353	TOTAL:	7,500.00
60354	06/16/2017	PRTD	148 IMPERIAL STORES	754686/5		05/08/2017	21705881	061617	34.88
				754770/5		05/09/2017	21705881	061617	19.63
				755517/5		05/17/2017	21705881	061617	73.85
				755749/5		05/19/2017	21705881	061617	83.33
				755345/5		05/15/2017	21705881	061617	103.16
				749567/5		03/13/2017	21705881	061617	58.97
				755994/5		05/23/2017	21705924	061617	1,100.47
				756713/5		05/31/2017	21705365	061617	50.80
				756747/5		06/01/2017	21705365	061617	15.05
				756554/5		05/30/2017	21705866	061617	25.55
				756790/5		06/01/2017	21705880	061617	59.51
				756657/5		05/31/2017	21705880	061617	52.17
				756532/5		05/30/2017	21705880	061617	31.33

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/15/2017 09:28 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/16/17

| P 8
 | apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					756531/5	05/30/2017	21705880	061617	2.31
					756166/5	05/24/2017	21705880	061617	64.47
					756024/5	05/23/2017	21705880	061617	28.17
					755629/5	05/18/2017	21705880	061617	14.06
					756541/5	05/30/2017	21705880	061617	26.53
					756319/5	05/26/2017	21705880	061617	2.15
					756321/5	05/26/2017	21705880	061617	1.13
					753636/5	04/26/2017	21705954	061617	6.12
					752836/5	04/18/2017	21705954	061617	33.55
					748880/5	03/06/2017	21705954	061617	41.97
					754122/5	05/02/2017	21705972	061617	23.08
						CHECK	60354	TOTAL:	1,952.24
60355	06/16/2017	PRTD	607 IMPERIAL VALLEY PRES		11064303	06/01/2017	21705947	061617	222.64
					11064362	06/02/2017	21706006	061617	208.80
					11055464	05/09/2017	21706005	061617	233.00
					11058108	05/17/2017	21706005	061617	242.02
					11062597	05/30/2017	21706005	061617	324.10
						CHECK	60355	TOTAL:	1,230.56
60356	06/16/2017	PRTD	141 IMPERIAL VALLEY TERM		244663	04/25/2017	21705790	061617	85.00
					245462	05/01/2017	21705790	061617	120.00
					245867	06/05/2017	21705923	061617	38.00
					245868	06/05/2017	21705923	061617	128.00
						CHECK	60356	TOTAL:	371.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/15/2017 09:28 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/16/17

| P 9
 | apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60357	06/16/2017	PRTD	821 JCI JONES CHEMICALS,	720889		05/11/2017	21705805	061617	11,712.20
				720945		05/11/2017		061617	-6,000.00
						CHECK	60357	TOTAL:	5,712.20
60358	06/16/2017	PRTD	662 JJJ ENTERPRISES	73929		05/10/2017	21705801	061617	97.50
						CHECK	60358	TOTAL:	97.50
60359	06/16/2017	PRTD	171 JONES BROS. GLASS CO	Q276441		05/30/2017	21705867	061617	22.72
						CHECK	60359	TOTAL:	22.72
60360	06/16/2017	PRTD	8064 KIDZ PARTY PALS	107219		05/31/2017	21705946	061617	400.00
						CHECK	60360	TOTAL:	400.00
60361	06/16/2017	PRTD	1353 KIMBALL MIDWEST	5608646		05/12/2017	21705807	061617	303.60
						CHECK	60361	TOTAL:	303.60
60362	06/16/2017	PRTD	3967 KUSSMAUL ELECTRONICS	101633		06/05/2017	21705834	061617	634.19
						CHECK	60362	TOTAL:	634.19
60363	06/16/2017	PRTD	4406 LABRUCHERIE IRRIGATI	138365C		05/26/2017	21705899	061617	12.88
				138360C		05/26/2017	21705899	061617	10.32
				138518C		05/30/2017	21705899	061617	33.51
				138297C		05/25/2017	21705899	061617	445.56
				138296C		05/25/2017	21705899	061617	57.12
				137863C		05/17/2017	21705837	061617	64.20
						CHECK	60363	TOTAL:	623.59
60364	06/16/2017	PRTD	264 LAWSON PRODUCTS, INC	9304941825		05/15/2017	21705926	061617	149.53

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/15/2017 09:28 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/16/17

| P 10
| apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60364	TOTAL:	149.53
60365	06/16/2017	PRTD	1330 LUXE WATER SOLUTIONS	3092		06/01/2017	21705959	061617	170.64
						CHECK	60365	TOTAL:	170.64
60366	06/16/2017	PRTD	276 MCNEECE BROS. OIL CO	846792		05/31/2017	21705886	061617	140.17
				672070		05/05/2017	21705957	061617	459.37
				672446		05/12/2017	21705957	061617	97.14
				672872		05/19/2017	21705957	061617	286.80
				673297		05/26/2017	21705957	061617	242.28
				673298		05/26/2017	21705957	061617	720.92
				846789		05/31/2017	21705885	061617	1,975.69
				846790		05/31/2017	21705882	061617	5,692.03
						CHECK	60366	TOTAL:	9,614.40
60367	06/16/2017	PRTD	3317 MISSION JANITORIAL S	560304-00		05/22/2017	21705936	061617	99.83
						CHECK	60367	TOTAL:	99.83
60368	06/16/2017	PRTD	5903 MSC INDUSTRIAL SUPPL	70344417		02/27/2017	21705850	061617	869.20
						CHECK	60368	TOTAL:	869.20
60369	06/16/2017	PRTD	617 MUNICIPAL CODE CORPO	286620		05/25/2017	21705958	061617	4,150.89
						CHECK	60369	TOTAL:	4,150.89
60370	06/16/2017	PRTD	2363 MUNICIPAL EMERGENCY	IN1136372		06/02/2017	21705655	061617	219.01
						CHECK	60370	TOTAL:	219.01
60371	06/16/2017	PRTD	1483 HECTOR MUNOZ	107243		04/05/2017	21705810	061617	105.00
						CHECK	60371	TOTAL:	105.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/15/2017 09:28 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/16/17

| P 11
| apcshdsb

CASH ACCOUNT: 000		101001		CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET		
60372	06/16/2017	PRTD	2219 MYGOV, LLC		2523/PW	06/01/2017	21705929	061617	1,080.00		
						CHECK		60372 TOTAL:	1,080.00		
60373	06/16/2017	PRTD	3200 COUNTY MOTOR PARTS		669907	05/19/2017	21703048	061617	43.24		
						CHECK		60373 TOTAL:	43.24		
60374	06/16/2017	PRTD	7057 O'REILLY AUTO PARTS		4340-347012	05/10/2017	21705944	061617	2,234.09		
					4340-349181	05/23/2017		061617	-541.25		
						CHECK		60374 TOTAL:	1,692.84		
60375	06/16/2017	PRTD	7897 360 BUSINESS PRODUCT		WO-8883-1	06/07/2017	21706024	061617	839.11		
					WO-8883-2	06/08/2017	21706024	061617	44.48		
					CP-WO-8883-1-1	06/08/2017		061617	-25.87		
					WO-8921-1	06/09/2017	21706025	061617	38.31		
					CP-WO-8921-1-1	06/09/2017		061617	-25.87		
					WO-8784-2	05/30/2017	21705720	061617	48.28		
					WO-8784-1	05/29/2017	21705720	061617	183.50		
					WO-8783-1	05/29/2017	21705721	061617	261.94		
					WO-8783-2	05/30/2017	21705721	061617	165.60		
						CHECK		60375 TOTAL:	1,529.48		
60376	06/16/2017	PRTD	3700 ONE SOURCE DISTRIBUT		S5521000.001	05/31/2017	21705897	061617	55.60		
						CHECK		60376 TOTAL:	55.60		
60377	06/16/2017	PRTD	3700 ONE SOURCE DISTRIBUT		S5459036.001	04/10/2017	21705830	061617	4,324.32		
						CHECK		60377 TOTAL:	4,324.32		
60378	06/16/2017	PRTD	8013 PADRE USA		16005190	05/24/2017	21705992	061617	49.17		

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/15/2017 09:28 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/16/17

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO
CHECK NO CHK DATE TYPE VENDOR NAME INVOICE VOUCHER

| P 12
| apcshdsb

INV DATE PO WARRANT NET

CHECK 60378 TOTAL: 49.17

60379 06/16/2017 PRD 5098 MARCELA PIEDRA 107250 04/06/2017 21705035 061617 136.00

CHECK 60379 TOTAL: 136.00

60380 06/16/2017 PRD 4380 PITNEY BOWES PURCHAS 01945414/MAY2017 05/16/2017 21705898 061617 33.55

CHECK 60380 TOTAL: 33.55

60381 06/16/2017 PRD 3121 PRO RECORD STORAGE & 18706 06/01/2017 21705949 061617 62.38

CHECK 60381 TOTAL: 62.38

60382 06/16/2017 PRD 293 QUILT CORPORATION 7069516 05/25/2017 21705927 061617 357.21

CHECK 60382 TOTAL: 357.21

60383 06/16/2017 PRD 631 REFRIGERATION SUPPLI 3234471 05/26/2017 21705927 061617 53.32

CHECK 60383 TOTAL: 53.32

60384 06/16/2017 PRD 7449 REPORTING SYSTEMS, I 2017_3520 05/25/2017 21705927 061617 129.86

CHECK 60384 TOTAL: 129.86

60385 06/16/2017 PRD 330 SHERWIN WILLIAMS CO. 5370-3 05/09/2017 21705893 061617 854.58

CHECK 60385 TOTAL: 854.58

60386 06/16/2017 PRD 213 SOUTHERN CALIFORNIA 0222688000/MAY2017 06/01/2017 21705966 061617 620.67

CHECK 60386 TOTAL: 620.67

60387 06/16/2017 PRD 09772541000/MAY2017 06/05/2017 21705973 061617 108.75

CHECK 60387 TOTAL: 108.75

60388 06/16/2017 PRD 12964862366/MAY2017 05/17/2017 21705955 061617 81.02

CHECK 60388 TOTAL: 81.02

60389 06/16/2017 PRD 09772541000/MAY2017 05/16/2017 21705955 061617 68.56

CHECK 60389 TOTAL: 68.56

60390 06/16/2017 PRD 12964862366/MAY2017 05/22/2017 21705955 061617 64.98

CHECK 60390 TOTAL: 64.98

06/15/2017 09:28 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/16/17

| P 13
 | apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60386	TOTAL:	214.56
60387	06/16/2017	PRTD	3519 SPECTRUM	13293		05/19/2017	21705950	061617	500.00
				13319		06/06/2017	21700240	061617	2,580.00
						CHECK	60387	TOTAL:	3,080.00
60388	06/16/2017	PRTD	4062 TERMINIX OF IMPERIAL	01-0479517		05/18/2017	21705977	061617	37.00
				01-0479519		05/18/2017	21705978	061617	42.00
						CHECK	60388	TOTAL:	79.00
60389	06/16/2017	PRTD	4918 CHRIS A. TEWALT	107337		06/06/2017	21705982	061617	593.76
						CHECK	60389	TOTAL:	593.76
60390	06/16/2017	PRTD	6050 TIME WARNER CABLE	420090009484/JUN2017		06/01/2017	21705984	061617	79.99
						CHECK	60390	TOTAL:	79.99
60391	06/16/2017	PRTD	521 TYLER TECHNOLOGIES,	045-192023		05/31/2017	21704992	061617	700.00
						CHECK	60391	TOTAL:	700.00
60392	06/16/2017	PRTD	6289 U.S. BANK	02898511/2-22-17		02/22/2017	21704380	061617	485.85
				02898511/5-22-17		05/22/2017	21705906	061617	.99
				13840865/5-22-17		05/22/2017	21705907	061617	455.35
				00479996/5-22-17		05/22/2017	21705908	061617	2,339.33
				00405594/5-22-17		05/22/2017	21705987	061617	342.52
						CHECK	60392	TOTAL:	3,624.04
60393	06/16/2017	PRTD	833 U.S. POSTAL SERVICE	107273		06/09/2017	21703168	061617	99.00
						CHECK	60393	TOTAL:	99.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/15/2017 09:28 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/16/17

| P 14
| apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60394	06/16/2017	PRTD	355 UNDERGROUND SERV ALE		520170230	06/01/2017	21700577	061617	183.00
						CHECK	60394	TOTAL:	183.00
60395	06/16/2017	PRTD	4585 USA BLUE BOOK		263708	05/19/2017	21705841	061617	349.44
						CHECK	60395	TOTAL:	349.44
60396	06/16/2017	PRTD	528 WAXIE SANITARY SUPPL		76710928	05/22/2017	21705887	061617	268.50
					76711258	05/22/2017	21705888	061617	145.06
					76721838	05/26/2017	21705888	061617	805.38
					76646668	04/20/2017	21705890	061617	161.64
					76710764	05/22/2017	21705889	061617	22.87
						CHECK	60396	TOTAL:	1,403.45
60397	06/16/2017	PRTD	2382 WEX BANK		50147730	06/06/2017	21700579	061617	4.00
						CHECK	60397	TOTAL:	4.00
60398	06/16/2017	PRTD	380 WYMORE, INC.		1189723	05/23/2017	21705928	061617	4.22
					1189651	05/18/2017	21705928	061617	50.82
						CHECK	60398	TOTAL:	55.04
					NUMBER OF CHECKS	88	*** CASH ACCOUNT TOTAL ***		390,816.74
					COUNT	AMOUNT			
					TOTAL PRINTED CHECKS	88	390,816.74		
					*** GRAND TOTAL ***		390,816.74		

Allen
6/15/17

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

| P 1
| apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60399	06/23/2017	PRTD	3933 ACME SAFETY & SUPPLY		111333-00	05/31/2017	21706080	062317	62.00
CHECK 60399 TOTAL:									62.00
60400	06/23/2017	PRTD	6143 ADVANCE SERVICE INC.		28650	05/01/2017	21706101	062317	1,415.00
					28653	05/01/2017	21706100	062317	285.00
					28654	05/01/2017	21706100	062317	325.00
CHECK 60400 TOTAL:									2,025.00
60401	06/23/2017	PRTD	2403 AIRWAVE COMMUNICATIO		606754	04/30/2017	21706012	062317	764.00
					606804	05/31/2017	21706012	062317	764.00
					431660	04/25/2017	21706012	062317	142.33
					431363	02/21/2017	21706012	062317	89.18
CHECK 60401 TOTAL:									1,759.51
60402	06/23/2017	PRTD	7 AMERICAN LINEN		LYUM1173168	06/01/2017	21706034	062317	77.81
					LYUM1173167	06/01/2017	21706034	062317	105.96
					LYUM1171269	05/25/2017	21706034	062317	150.39
					LYUM1171268	05/25/2017	21706034	062317	107.80
					LYUM1174318	06/01/2017	21706033	062317	30.49
					LYUM1167329	05/11/2017	21705953	062317	111.76
					LYUM1171266	05/25/2017	21705953	062317	63.65
					LYUM1169684	05/19/2017	21705953	062317	27.24
					LYUM1165736	05/05/2017	21705953	062317	26.53
					LYUM1176193	06/13/2017	21706128	062317	30.49
					LYUM1174327	06/06/2017	21705994	062317	82.26
					LYUM1170498	05/23/2017	21705994	062317	141.46
					LYUM1172403	05/30/2017	21705994	062317	82.26
					LYUM1168533	05/16/2017	21705994	062317	82.51

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

P 2
apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60402	TOTAL:	1,120.61
60403	06/23/2017	PRTD	8105 ARAG LLC		000000107644	06/22/2017		062317	714.50
						CHECK	60403	TOTAL:	714.50
60404	06/23/2017	PRTD	6249 AT&T		107561	06/20/2017	21706261	062317	2,068.79
					107562	06/20/2017	21706260	062317	4,187.24
						CHECK	60404	TOTAL:	6,256.03
60405	06/23/2017	PRTD	4170 AUTOZONE, INC.		2803070847	06/05/2017	21704950	062317	113.57
					2803070816	06/05/2017	21704950	062317	124.39
					2803074569	06/08/2017	21704950	062317	173.11
					2803070848	06/05/2017		062317	-124.39
					2803040328	05/12/2017	21704203	062317	99.36
					2803040493	05/12/2017	21704203	062317	77.83
					2803047497	05/18/2017	21704203	062317	20.25
					2803074632	06/08/2017	21704203	062317	162.34
					2803079336	06/12/2017	21704203	062317	47.05
						CHECK	60405	TOTAL:	693.51
60406	06/23/2017	PRTD	4922 BAKER & TAYLOR		5014544508	05/03/2017	21706184	062317	23.22
					5014571702	05/24/2017	21706184	062317	162.03
						CHECK	60406	TOTAL:	185.25
60407	06/23/2017	PRTD	3598 BORG EQUIP. & SUPPLY		2035129	05/23/2017	21706211	062317	37.96
						CHECK	60407	TOTAL:	37.96
60408	06/23/2017	PRTD	5975 BRENNTAG PACIFIC, IN		BPI732834	05/25/2017	21706094	062317	1,768.97

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

| P 3
 | apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60408	TOTAL:	1,768.97
60409	06/23/2017	PRTD	6340 BRINKS INCORPORATED	10271249		05/01/2017	21706121	062317	208.38
				1895234		05/31/2017	21706120	062317	810.58
						CHECK	60409	TOTAL:	1,018.96
60410	06/23/2017	PRTD	589 CALIFORNIA POLICE CH	7069		01/01/2017	21706004	062317	145.00
				7375		01/01/2017	21706004	062317	1,544.00
						CHECK	60410	TOTAL:	1,689.00
60411	06/23/2017	PRTD	2091 CALPERS 457 PLAN	000000107637		06/22/2017		062317	120.00
						CHECK	60411	TOTAL:	120.00
60412	06/23/2017	PRTD	2230 CANON SOLUTIONS AMER	988862334		05/31/2017	21706064	062317	278.89
						CHECK	60412	TOTAL:	278.89
60413	06/23/2017	PRTD	2633 ALEX CARDENAS	107366		06/08/2017	21705964	062317	334.12
						CHECK	60413	TOTAL:	334.12
60414	06/23/2017	PRTD	41 CARQUEST AUTO PARTS	1879-284634		05/15/2017	21700011	062317	8.47
				1879-284609		05/15/2017	21700011	062317	10.38
				1879-284610		05/15/2017	21700011	062317	10.58
				1879-284670		05/16/2017	21700011	062317	10.01
				1879-284747		05/18/2017	21700011	062317	7.48
				1879-284934		05/24/2017	21700011	062317	9.67
				1879-284931		05/24/2017	21700011	062317	32.39
				1879-284988		05/25/2017	21700011	062317	5.15
				1879-285029		05/26/2017	21700011	062317	21.10
				1879-285030		05/26/2017	21700011	062317	10.58

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

P 4
apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					1879-285031	05/26/2017	21700011	062317	3.79
					1879-285138	05/30/2017	21700011	062317	10.58
					1879-285135	05/30/2017	21700011	062317	10.58
					1879-285190	05/31/2017	21700011	062317	7.58
					1879-285309	06/05/2017	21700011	062317	13.92
						CHECK	60414	TOTAL:	172.26
60415	06/23/2017	PRTD	5273 EDUARDO CARRILLO		R207308853598	04/06/2017	21706088	062317	300.00
						CHECK	60415	TOTAL:	300.00
60416	06/23/2017	PRTD	1167 MANUELA CARRILLO		000000107636	06/22/2017		062317	222.50
						CHECK	60416	TOTAL:	222.50
60417	06/23/2017	PRTD	1631 CATHOLIC CHARITIES		107618	05/12/2017	21706208	062317	237.12
						CHECK	60417	TOTAL:	237.12
60418	06/23/2017	PRTD	8419 CED SOLUTIONS, LLC		51083	06/14/2017	21705993	062317	6,995.00
						CHECK	60418	TOTAL:	6,995.00
60419	06/23/2017	PRTD	2701 CHEMTRADE CHEMICALS		92106580	05/23/2017	21706069	062317	4,069.18
						CHECK	60419	TOTAL:	4,069.18
60420	06/23/2017	PRTD	6403 ADRIAN CHILPA		2625	05/20/2017	21706022	062317	30.16
						CHECK	60420	TOTAL:	30.16
60421	06/23/2017	PRTD	7475 CITY OF EC PETTY CAS		107557	12/27/2016	21702969	062317	300.00
					107558	12/27/2016	21702969	062317	400.00
						CHECK	60421	TOTAL:	700.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

| P 5
 | apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60422	06/23/2017	PRTD	2551 COAST TO COAST COMPU		A1654678	05/23/2017	21706160	062317	167.79
						CHECK	60422	TOTAL:	167.79
60423	06/23/2017	PRTD	1637 COAST TO COAST SOLUT		IVC0081144	05/22/2017	21706155	062317	602.15
						CHECK	60423	TOTAL:	602.15
60424	06/23/2017	PRTD	70 COUNTY OF IMPERIAL		EC001	06/15/2017	21706223	062317	26,000.00
						CHECK	60424	TOTAL:	26,000.00
60425	06/23/2017	PRTD	2470 COUNTY OF SAN DIEGO,		17ELCNPWN11	06/01/2017	21706066	062317	2,145.00
					17ELCNPDN11	06/01/2017	21705930	062317	3,217.50
					17ELCNPDN10	05/01/2017	21706013	062317	3,217.50
						CHECK	60425	TOTAL:	8,580.00
60426	06/23/2017	PRTD	235 CREDIT BUREAU OF IMP		4569	06/01/2017	21706000	062317	35.00
						CHECK	60426	TOTAL:	35.00
60427	06/23/2017	PRTD	1871 DANIELS TIRE SERVICE		227032992	05/11/2017	21705442	062317	20.86
					227033106	05/19/2017	21705442	062317	492.82
					227033119	05/22/2017	21705442	062317	281.37
					227033127	05/22/2017	21705442	062317	544.49
					227033181	05/25/2017	21705442	062317	43.72
					227033190	05/25/2017	21705442	062317	73.45
					227033285	06/01/2017	21705442	062317	139.34
					227033175	05/23/2017	21703657	062317	26.08
						CHECK	60427	TOTAL:	1,622.13
60428	06/23/2017	PRTD	3751 FELIX DE LEON		107373	05/04/2017	21706079	062317	88.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 CITY OF EL CENTRO
enunez A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

P 6
apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60428	TOTAL:	88.00
60429	06/23/2017	PRTD	3211 DELL MARKETING L.P.		10169482540	05/31/2017	21706165	062317	1,686.54
						CHECK	60429	TOTAL:	1,686.54
60430	06/23/2017	PRTD	1357 DESERT AUTO PLAZA		619685	05/30/2017	21705280	062317	139.69
									6.61
									156.06
						CHECK	60430	TOTAL:	302.36
60431	06/23/2017	PRTD	6166 DESERT VETERINARY GR		161355	05/22/2017	21706021	062317	30.00
									32.00
						CHECK	60431	TOTAL:	62.00
60432	06/23/2017	PRTD	7774 DIGITAL BUSINESS SYS		212672	05/12/2017	21706197	062317	224.49
									1,131.38
									20.99
									91.43
						CHECK	60432	TOTAL:	1,468.29
60433	06/23/2017	PRTD	2777 DJ CHEVRON SERVICE		2096	06/01/2017	21706014	062317	477.00
						CHECK	60433	TOTAL:	477.00
60434	06/23/2017	PRTD	3638 E.S. BABCOCK & SONS,		BE72480-2683	05/31/2017	21706076	062317	310.00
						CHECK	60434	TOTAL:	310.00
60435	06/23/2017	PRTD	4228 ECRMC FOUNDATION		000000107640	06/22/2017		062317	19.00
						CHECK	60435	TOTAL:	19.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

| P 7
 | apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60436	06/23/2017	PRTD	1921 EL CENTRO GREYHOUND		555717	06/01/2017	21706158	062317	33.00
						CHECK	60436	TOTAL:	33.00
60437	06/23/2017	PRTD	102 EL CENTRO MOTORS		5128876	05/10/2017	21700858	062317	30.71
						CHECK	60437	TOTAL:	30.71
60438	06/23/2017	PRTD	103 EL CENTRO POSTMASTER		107526	06/05/2017	21705879	062317	300.00
						CHECK	60438	TOTAL:	300.00
60439	06/23/2017	PRTD	105 EL OASIS WATER		746374	05/31/2017	21706036	062317	40.37
						CHECK	60439	TOTAL:	40.37
60440	06/23/2017	PRTD	8373 EPIC LAND SOLUTIONS,		0417-0600	04/30/2017	21706127	062317	460.00
						CHECK	60440	TOTAL:	460.00
60441	06/23/2017	PRTD	2549 ALEJANDRO ESPINOZA		107619	06/10/2017	21706068	062317	160.75
						CHECK	60441	TOTAL:	160.75
60442	06/23/2017	PRTD	8149 EXPERT NETWORKS, INC		215017	05/18/2017	21705726	062317	560.00
						CHECK	60442	TOTAL:	560.00
60443	06/23/2017	PRTD	3157 FASTENAL COMPANY		CAEL182244	05/01/2017	21706074	062317	67.42
						CHECK	60443	TOTAL:	67.42
60444	06/23/2017	PRTD	247 FEDEX		5-800-98130	05/12/2017	21706045	062317	21.83
					5-732-73695/ENG	03/10/2017	21706045	062317	22.14
					5-808-57820	05/19/2017	21706045	062317	73.82
					5-822-58000	06/02/2017	21706045	062317	26.80
					5-828-71273	06/09/2017	21706143	062317	68.46
					5-829-82047	06/09/2017	21706044	062317	173.61

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

P 8
 apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60444	TOTAL:	386.66
60445	06/23/2017	PRTD	4462 FERGUSON ENTERPRISES	4694659		06/12/2017	21705544	062317	1,181.63
				4667530		05/25/2017	21706180	062317	3,872.09
				CM833846		06/08/2017		062317	-257.57
				4701016		05/18/2017	21706018	062317	8.49
				4701054		05/18/2017	21706018	062317	4.61
				4451348		03/15/2017	21706018	062317	15.67
				4667799		05/10/2017	21706018	062317	7.29
						CHECK	60445	TOTAL:	4,832.21
60446	06/23/2017	PRTD	8069 FERNANDO RUIZ, INC.	133094		06/01/2017	21706125	062317	485.00
						CHECK	60446	TOTAL:	485.00
60447	06/23/2017	PRTD	202 FIRST IMPERIAL CREDI	000000107633		06/22/2017		062317	3,210.05
						CHECK	60447	TOTAL:	3,210.05
60448	06/23/2017	PRTD	3767 FRANCHISE TAX BOARD	000000107639		06/22/2017		062317	226.84
						CHECK	60448	TOTAL:	226.84
60449	06/23/2017	PRTD	8094 GOLD COAST ENVIRONME	11641		05/15/2017	21706126	062317	2,500.00
						CHECK	60449	TOTAL:	2,500.00
60450	06/23/2017	PRTD	1372 CORY GUSTAFSON	107545		05/24/2017	21706011	062317	800.00
						CHECK	60450	TOTAL:	800.00
60451	06/23/2017	PRTD	6113 HD SUPPLY WATERWORKS	H174438		05/23/2017	21706098	062317	1,849.64
				H287895		06/05/2017	21706098	062317	1,122.76

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

| P 9
 | apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60451	TOTAL:	2,972.40
60452	06/23/2017	PRTD	4982 HOME DEPOT	7972304		06/05/2017	21706087	062317	51.58
				6972378		06/06/2017	21706086	062317	60.52
						CHECK	60452	TOTAL:	112.10
60453	06/23/2017	PRTD	1890 IFMC	523162		05/04/2017	21706157	062317	55.00
				523163		05/08/2017	21706157	062317	55.00
				523565		05/16/2017	21706157	062317	54.00
						CHECK	60453	TOTAL:	164.00
60454	06/23/2017	PRTD	5398 IMP VALLEY ENVIRONME	8791		05/30/2017	21706090	062317	4,123.00
						CHECK	60454	TOTAL:	4,123.00
60455	06/23/2017	PRTD	205 IMPERIAL CO SHERIFF'	000000107634		06/22/2017		062317	250.00
						CHECK	60455	TOTAL:	250.00
60456	06/23/2017	PRTD	755 IMPERIAL COUNTY AUDI	107577		06/12/2017	21706008	062317	2,567.50
						CHECK	60456	TOTAL:	2,567.50
60457	06/23/2017	PRTD	145 IMPERIAL IRRIGATION	107587		06/20/2017	21706227	062317	158,653.01
				107588		06/20/2017	21706271	062317	121,994.81
						CHECK	60457	TOTAL:	280,647.82
60458	06/23/2017	PRTD	4966 IMPERIAL LANDFILL	4136-000015570		05/31/2017	21705941	062317	55.99
						CHECK	60458	TOTAL:	55.99
60459	06/23/2017	PRTD	148 IMPERIAL STORES	757090/5		06/05/2017	21706039	062317	35.74
				757117/5		06/05/2017	21706041	062317	248.41
				756055/5		05/23/2017	21706040	062317	212.72

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

| P 10
 | apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					756271/5	05/25/2017	21706040	062317	54.10
					756939/5	06/02/2017	21706040	062317	30.05
					757050/5	06/04/2017	21706040	062317	32.42
					756632/5	05/31/2017	21706040	062317	8.10
					753062/5	04/20/2017	21706139	062317	9.37
					755367/5	05/15/2017	21706139	062317	18.23
					755759/5	05/19/2017	21706139	062317	27.80
					754896/5	05/10/2017	21705997	062317	5.65
					757734/5	06/12/2017	21705997	062317	51.96
					756259/5	05/25/2017	21705997	062317	17.38
					756552/5	05/30/2017	21705997	062317	1.09
						CHECK	60459	TOTAL:	753.02
60460	06/23/2017	PRTD	607 IMPERIAL VALLEY PRES		11067290	06/11/2017	21706218	062317	167.27
						CHECK	60460	TOTAL:	167.27
60461	06/23/2017	PRTD	141 IMPERIAL VALLEY TERM		245645	05/25/2017	21706037	062317	85.00
					245800	06/01/2017	21705996	062317	47.00
					245801	06/01/2017	21705996	062317	50.00
						CHECK	60461	TOTAL:	182.00
60462	06/23/2017	PRTD	4925 INGRAM LIBRARY SERVI		98321601	05/01/2017	21706185	062317	397.99
					98337976	05/02/2017	21706185	062317	21.55
					98477379	05/11/2017	21706185	062317	15.92
					98477380	05/11/2017	21706185	062317	18.29
					98684025	05/28/2017	21706185	062317	164.83
					98684026	05/28/2017	21706185	062317	11.31

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

| P 11
 | apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60462	TOTAL:	629.89
60463	06/23/2017	PRTD	6144 INLAND FAIR HOUSING	12888		05/31/2017	21706216	062317	3,636.01
						CHECK	60463	TOTAL:	3,636.01
60464	06/23/2017	PRTD	894 INTERNAL REVENUE SER	000000107635		06/22/2017		062317	92.00
						CHECK	60464	TOTAL:	92.00
60465	06/23/2017	PRTD	853 IRON ORNAMENTAL WORK	219		01/23/2017	21706054	062317	410.00
						CHECK	60465	TOTAL:	410.00
60466	06/23/2017	PRTD	4727 IVROP	107576		05/18/2017	21705940	062317	25.00
						CHECK	60466	TOTAL:	25.00
60467	06/23/2017	PRTD	8074 JACKSON, JASON	107409		06/15/2017	21706028	062317	395.12
						CHECK	60467	TOTAL:	395.12
60468	06/23/2017	PRTD	3760 JADE SECURITY SYSTEM	0132147		05/10/2017	21706170	062317	24.99
						CHECK	60468	TOTAL:	24.99
60469	06/23/2017	PRTD	5753 JAM SERVICES, INC.	94531		06/05/2017	21706213	062317	1,160.44
						CHECK	60469	TOTAL:	1,160.44
60470	06/23/2017	PRTD	163 JIM REITER'S LOCKSMI	257045		04/26/2017	21705925	062317	11.69
						CHECK	60470	TOTAL:	11.69
60471	06/23/2017	PRTD	6343 KEARNEY MESA FORD	1294627		05/30/2017	21700216	062317	314.26
						CHECK	60471	TOTAL:	314.26
60472	06/23/2017	PRTD	6037 KEMIRA WATER Solutio	9017545731		05/24/2017	21706096	062317	6,306.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

P 12
 apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60472	TOTAL:	6,306.00
60473	06/23/2017	PRTD	3371 KNOWBUDDY RESOURCES		ARU0232677	05/30/2017	21706166	062317	605.05
						CHECK	60473	TOTAL:	605.05
60474	06/23/2017	PRTD	4406 LABRUCHERIE IRRIGATI		138285C	05/25/2017	21706084	062317	132.07
					138635C	06/01/2017	21706085	062317	13.72
						CHECK	60474	TOTAL:	145.79
60475	06/23/2017	PRTD	2790 LANDMARK GEO-ENGR &		LE0517-55	05/31/2017	21706071	062317	4,112.05
						CHECK	60475	TOTAL:	4,112.05
60476	06/23/2017	PRTD	395 LEAGUE OF CALIFORNIA		1757	05/31/2017	21706237	062317	480.00
						CHECK	60476	TOTAL:	480.00
60477	06/23/2017	PRTD	518 THE LIGHTHOUSE INC.		346162	06/07/2017	21700682	062317	45.86
					346452	06/08/2017	21700682	062317	143.81
						CHECK	60477	TOTAL:	189.67
60478	06/23/2017	PRTD	1036 LINS COTT LAW & GREEN		32710-00102	04/19/2017	21706055	062317	5,638.92
					32710-00103	05/17/2017	21706056	062317	12,925.07
						CHECK	60478	TOTAL:	18,563.99
60479	06/23/2017	PRTD	5873 LOS ANGELES COUNTY A		17ME0340	06/01/2017	21706019	062317	1,749.00
						CHECK	60479	TOTAL:	1,749.00
60480	06/23/2017	PRTD	814 LOWE'S		910554	05/18/2017	21706009	062317	21.55
					902165	05/17/2017	21706009	062317	138.05
						CHECK	60480	TOTAL:	159.60

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

| P 13
| apcshdsb

CASH ACCOUNT: 000		101001		CASH - WELLS FARGO					
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60481	06/23/2017	PRTD	2493 MALLORY SAFETY & SUP		4266243	05/17/2017	21705813	062317	87.46
						CHECK	60481	TOTAL:	87.46
60482	06/23/2017	PRTD	8026 MAN-K9 INC.		6617A	06/06/2017	21706027	062317	1,300.00
						CHECK	60482	TOTAL:	1,300.00
60483	06/23/2017	PRTD	276 MCNEECE BROS. OIL CO		846822	05/31/2017	21706001	062317	9,465.47
						CHECK	60483	TOTAL:	9,465.47
60484	06/23/2017	PRTD	2219 MYGOV, LLC		2428/PW	05/01/2017	21706063	062317	1,080.00
						CHECK	60484	TOTAL:	1,080.00
60485	06/23/2017	PRTD	4453 NATIONWIDE RETIREMEN		000000107641	06/22/2017		062317	552.00
						CHECK	60485	TOTAL:	552.00
60486	06/23/2017	PRTD	7057 O'REILLY AUTO PARTS		4340-351971	06/08/2017	21705415	062317	167.48
					4340-352428	06/12/2017	21705415	062317	25.83
					4340-352494	06/12/2017	21705415	062317	107.16
						CHECK	60486	TOTAL:	300.47
60487	06/23/2017	PRTD	7897 360 BUSINESS PRODUCT		OE-28334-1	06/07/2017	21706124	062317	126.08
					OE-28351-1	06/07/2017	21706124	062317	16.88
					WO-8762-1	05/25/2017	21706123	062317	417.52
					OE-28492-1	06/14/2017	21705719	062317	496.95
					WO-8666-1	05/17/2017	21706198	062317	99.11
					WO-8487-2	05/01/2017	21706198	062317	128.47
					OE-27601-1	05/10/2017	21706200	062317	274.98
					OE-28163-1	06/01/2017	21706200	062317	495.51
					WO-5954-1	06/14/2017	21705991	062317	200.25

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

P 14
 apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					WO-8968-1	06/14/2017	21706026	062317	122.47
					WO-8968-2	06/15/2017	21706026	062317	111.37
					OE-28429-1	06/12/2017	21706219	062317	25.87
						CHECK	60487	TOTAL:	2,515.46
60488	06/23/2017	PRTD	3700 ONE SOURCE DISTRIBUT		S5514663.002	05/24/2017	21706078	062317	174.26
					S5514663.001	05/23/2017	21706078	062317	16.79
					S5509979.001	05/18/2017	21706015	062317	102.65
						CHECK	60488	TOTAL:	293.70
60489	06/23/2017	PRTD	5370 OVERLAND PACIFIC & C		1704163	05/08/2017	21706089	062317	2,267.50
						CHECK	60489	TOTAL:	2,267.50
60490	06/23/2017	PRTD	3093 PENWORTHY COMPANY		0527444-IN	04/05/2017	21706164	062317	506.33
					0528738-IN	05/10/2017	21706164	062317	432.65
						CHECK	60490	TOTAL:	938.98
60491	06/23/2017	PRTD	3686 PHOENIX UNIFORMS		491191	05/17/2017	21705937	062317	21.43
						CHECK	60491	TOTAL:	21.43
60492	06/23/2017	PRTD	4380 PITNEY BOWES PURCHAS		107600	05/19/2017	21706017	062317	997.43
						CHECK	60492	TOTAL:	997.43
60493	06/23/2017	PRTD	3940 POLYDYNE, INC.		1142293	05/25/2017	21706081	062317	2,863.21
						CHECK	60493	TOTAL:	2,863.21
60494	06/23/2017	PRTD	6362 PREFERRED BENEFIT IN		EIA21016	06/01/2017	21706194	062317	12,837.76
						CHECK	60494	TOTAL:	12,837.76

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 enunez CITY OF EL CENTRO
A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

P 15
apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60495	06/23/2017	PRTD	3121 PRO RECORD STORAGE &	18674		06/01/2017	21706072	062317	88.88
				18676		06/01/2017	21706072	062317	45.98
						CHECK	60495	TOTAL:	134.86
60496	06/23/2017	PRTD	188 PUBLIC EMPLOYEES RET	000000107631		06/22/2017		062317	128,954.37
						CHECK	60496	TOTAL:	128,954.37
60497	06/23/2017	PRTD	3364 PYRAMID CONST.	3394		05/31/2017	21706075	062317	171,018.36
						CHECK	60497	TOTAL:	171,018.36
60498	06/23/2017	PRTD	293 QUILL CORPORATION	7179567		05/31/2017	21706002	062317	196.78
				6911212		05/18/2017	21706002	062317	216.46
				6911223		05/18/2017	21706002	062317	261.75
				6911399		05/18/2017	21706002	062317	494.94
				6911216		05/18/2017	21706002	062317	64.89
				6940683		05/22/2017	21706002	062317	145.03
						CHECK	60498	TOTAL:	1,379.85
60499	06/23/2017	PRTD	6036 RABOBANK	000000107643		06/22/2017		062317	1,472.03
						CHECK	60499	TOTAL:	1,472.03
60500	06/23/2017	PRTD	5926 MIKE REED	5976		06/07/2017	21706214	062317	183.15
						CHECK	60500	TOTAL:	183.15
60501	06/23/2017	PRTD	4048 AARON REEL	107609		06/07/2017	21706016	062317	106.24
						CHECK	60501	TOTAL:	106.24
60502	06/23/2017	PRTD	631 REFRIGERATION SUPPLI	3234806-00		05/16/2017	21706052	062317	52.48
				3234911-00		05/18/2017	21706007	062317	161.36

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 |CITY OF EL CENTRO
enunez |A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO
CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE

INV DATE PO WARRANT

NET

CHECK 60502 TOTAL:										213.84
60503	06/23/2017	PRTD	4235 ROMAN'S WATER INC.	45052			05/31/2017	21706176	062317	40.00
CHECK 60503 TOTAL:										40.00
60504	06/23/2017	PRTD	8417 SCHOLASTIC INC.	15184831			05/30/2017	21706205	062317	284.75
CHECK 60504 TOTAL:										284.75
60505	06/23/2017	PRTD	4049 LOIS SHELTON	107448			06/15/2017	21706172	062317	86.67
CHECK 60505 TOTAL:										86.67
CHECK 60506 TOTAL:										31.57
60506	06/23/2017	PRTD	1281 SMART & FINAL	043810			05/25/2017	21706010	062317	31.57
CHECK 60506 TOTAL:										31.57
60507	06/23/2017	PRTD	213 SOUTHERN CALIFORNIA	04986508523/MAY2017			05/22/2017	21706043	062317	26.62
CHECK 60507 TOTAL:										26.62
CHECK 60508 TOTAL:										16.19
60508	06/23/2017	PRTD	4920 SPARKLETTES	9442848060117			06/01/2017	21700212	062317	16.19
CHECK 60508 TOTAL:										16.19
60509	06/23/2017	PRTD	1856 STANLEY ACCESS TECH	904873919/LIBRARY			04/20/2017	21706156	062317	97.43
CHECK 60509 TOTAL:										97.43
CHECK 60510 TOTAL:										48.71
CHECK 60511 TOTAL:										146.14

06/22/2017 09:39 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

P 17
apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60510	06/23/2017	PRTD	829 STATE CONTROLLER		107458	06/15/2017	21706153	062317	100.00
						CHECK		60510 TOTAL:	100.00
60511	06/23/2017	PRTD	5990 STATE DISBURSEMENT U		000000107642	06/22/2017		062317	5,737.33
						CHECK		60511 TOTAL:	5,737.33
60512	06/23/2017	PRTD	1460 BJORN STRUEBING		111	05/17/2017	21706058	062317	3,600.00
						CHECK		60512 TOTAL:	3,600.00
60513	06/23/2017	PRTD	6129 SUNBELT RENTALS INC.		69321423-001	05/24/2017	21706099	062317	900.73
						CHECK		60513 TOTAL:	900.73
60514	06/23/2017	PRTD	322 SUPREME ELECTRICAL C		29453	05/18/2017	21706046	062317	80.00
					29458	06/01/2017	21706047	062317	80.00
					29457	05/24/2017	21706047	062317	425.01
						CHECK		60514 TOTAL:	585.01
60515	06/23/2017	PRTD	3345 TEAMSTERS LOCAL UNIO		000000107638	06/22/2017		062317	1,736.00
						CHECK		60515 TOTAL:	1,736.00
60516	06/23/2017	PRTD	4062 TERMINIX OF IMPERIAL		01-0479523	05/18/2017	21706174	062317	45.00
						CHECK		60516 TOTAL:	45.00
60517	06/23/2017	PRTD	5987 TEST AMERICA LABORAT		44260438	05/25/2017	21706095	062317	1,199.50
						CHECK		60517 TOTAL:	1,199.50
60518	06/23/2017	PRTD	6050 TIME WARNER CABLE		420010513490/JUN2017	05/13/2017	21706097	062317	119.99
					420010010091/JUN2017	06/04/2017	21706020	062317	101.16
						CHECK		60518 TOTAL:	221.15

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

P 18
apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60519	06/23/2017	PRTD	8418 TOTAL IMAGING SOLUTI	10732		05/22/2017	21706206	062317	10,975.84
						CHECK	60519	TOTAL:	10,975.84
60520	06/23/2017	PRTD	8314 TUCKER'S MINI STORAG	107614		06/01/2017	21706029	062317	310.00
						CHECK	60520	TOTAL:	310.00
60521	06/23/2017	PRTD	521 TYLER TECHNOLOGIES,	045-192152		05/31/2017	21706238	062317	1,100.00
						CHECK	60521	TOTAL:	1,100.00
60522	06/23/2017	PRTD	6289 U.S. BANK	13841046/5-22-17(1)		05/22/2017	21706191	062317	517.19
				13840790/5-22-17		05/22/2017	21706119	062317	720.67
				02917865/5-22-17		05/22/2017	21706118	062317	95.29
				02466306/4-24-17		04/24/2017	21705556	062317	2,602.42
				02466306/CR4-24-17		04/24/2017		062317	-112.53
				02915257/4-24-17		04/24/2017	21706117	062317	540.78
				13840949/2-22-17(1)		02/22/2017	21706106	062317	287.54
				13840949/2-22-17(2)		02/22/2017	21705952	062317	859.57
				19877119/5-22-17		05/22/2017	21706108	062317	74.68
				00166469/5-22-17		05/22/2017	21706111	062317	75.41
				00166469/4-24-17		04/24/2017	21706112	062317	173.83
				00126042/5-22-17		05/22/2017	21705871	062317	1,716.54
				18552838/3-22-17(1)		03/22/2017	21703971	062317	1,715.38
				18552838/3-22-17(2)		03/22/2017	21706110	062317	561.66
				18552838/4-24-17		04/24/2017	21706109	062317	434.62
						CHECK	60522	TOTAL:	10,263.05
60523	06/23/2017	PRTD	200 UNITED WAY OF IMPERI	000000107632		06/22/2017		062317	15.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/22/2017 09:39 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/23/17

| P 19
 | apcsdshb

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO
 CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE

INV DATE PO WARRANT

NET

60524	06/23/2017	PRTD	2218	VALLEY PETROLEUM EQU	40993	05/24/2017	21706062	062317	241.96
						CHECK	60524	TOTAL:	241.96
60525	06/23/2017	PRTD	528	WAXIE SANITARY SUPPL	76711749	05/22/2017	21706151	062317	44.54
					76741193	06/06/2017	21706151	062317	984.73
					76715404	05/23/2017	21706050	062317	46.53
						CHECK	60525	TOTAL:	1,075.80
60526	06/23/2017	PRTD	2395	WESTAIR GASES & EQUI	10502541	05/31/2017	21706065	062317	205.23
					10502601	05/31/2017	21706065	062317	6.48
					10503419	06/01/2017	062317		-6.48
						CHECK	60526	TOTAL:	205.23
60527	06/23/2017	PRTD	1925	WOOLFOLK'S WELDING A	1928	04/14/2017	21706061	062317	693.05
						CHECK	60527	TOTAL:	693.05
					NUMBER OF CHECKS	129	*** CASH ACCOUNT TOTAL ***		796,390.89
					TOTAL PRINTED CHECKS	129			796,390.89

*** GRAND TOTAL ***

796,390.89

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06/29/2017 11:09 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

| P 1
 | apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60528	06/30/2017	PRTD	1712 A&R CONSTRUCTION		1575-2	06/05/2017	21706282	063017	942,482.65
						CHECK	60528	TOTAL:	942,482.65
60529	06/30/2017	PRTD	1880 AFLAC CONTINENTAL AM		A084206600	05/31/2017	21706246	063017	390.94
						CHECK	60529	TOTAL:	390.94
60530	06/30/2017	PRTD	3431 ALLSTAR SEED COMPANY		87733	05/22/2017	21706167	063017	8,437.50
						CHECK	60530	TOTAL:	8,437.50
60531	06/30/2017	PRTD	196 AFLAC		458049	06/20/2017	21706234	063017	8,183.58
						CHECK	60531	TOTAL:	8,183.58
60532	06/30/2017	PRTD	7 AMERICAN LINEN		LYUM1178103	06/20/2017	21706268	063017	30.49
					LYUM1166545	05/09/2017	21706032	063017	56.99
					LYUM1170502	05/23/2017	21706032	063017	55.41
					LYUM1175112	06/08/2017	21706269	063017	152.41
					LYUM1175111	06/08/2017	21706269	063017	105.96
					LYUM1173510	06/02/2017	21706130	063017	41.88
					LYUM1148046	03/03/2017	21706133	063017	41.88
					LYUM1172392	05/30/2017	21706129	063017	62.64
					LYUM1172607	05/30/2017	21706129	063017	14.47
					LYUM1174317	06/06/2017	21706129	063017	49.04
					LYUM1176200	06/13/2017	21706132	063017	129.59
					LYUM1174326	06/06/2017	21706131	063017	25.75
					LYUM1168729	05/16/2017	21706362	063017	69.73
					LYUM1165690	05/05/2017	21706221	063017	115.12
					LYUM1167677	05/12/2017	21706221	063017	221.33
					LYUM1169637	05/19/2017	21706221	063017	101.62

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

| P 2
| apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					LYUM1171607	05/26/2017	21706221	063017	227.94
					LYUM1164560	05/02/2017	21706220	063017	38.78
					LYUM1166536	05/09/2017	21706220	063017	50.77
					LYUM1168528	05/16/2017	21706220	063017	38.78
					LYUM1170494	05/23/2017	21706220	063017	48.16
					LYUM1151047	05/14/2017	21706030	063017	24.33
					LYUM1155045	03/28/2017	21706030	063017	26.47
					LYUM1164569	05/02/2017	21706031	063017	555.56
					LYUM1166546	05/09/2017	21706031	063017	221.10
					LYUM1168537	05/16/2017	21706031	063017	120.65
					LYUM1170503	05/23/2017	21706031	063017	127.79
					LYUM1172407	05/30/2017	21706031	063017	127.79
						CHECK	60532	TOTAL:	2,882.43
60533	06/30/2017	PRTD	2535 AMERICAN SAFETY EMER		12701	06/02/2017	21706251	063017	125.00
						CHECK	60533	TOTAL:	125.00
60534	06/30/2017	PRTD	2050 APPLE VALLEY COMMUNI		1910138	06/01/2017	21706247	063017	45.00
						CHECK	60534	TOTAL:	45.00
60535	06/30/2017	PRTD	1493 BAKER DISTRIBUTING C		T358158	05/26/2017	21706059	063017	34.46
						CHECK	60535	TOTAL:	34.46
60536	06/30/2017	PRTD	18 BARRETT ENGINEERED P		104572	06/02/2017	21706270	063017	522.12
						CHECK	60536	TOTAL:	522.12
60537	06/30/2017	PRTD	8415 BISSELL COMMERCIAL S		774004-IN	06/14/2017	21705968	063017	314.55
						CHECK	60537	TOTAL:	314.55

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

| P 3
 | apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60538	06/30/2017	PRTD	8414 BOB MURRAY & ASSOCIA	7322		06/16/2017	21706360	063017	3,481.00
						CHECK	60538	TOTAL:	3,481.00
60539	06/30/2017	PRTD	5975 BRENNTAG PACIFIC, IN	BPI738945		06/08/2017	21706188	063017	966.82
						CHECK	60539	TOTAL:	966.82
60540	06/30/2017	PRTD	5178 TERI BROWNLEE	107911		06/26/2017	21706389	063017	62.02
						CHECK	60540	TOTAL:	62.02
60541	06/30/2017	PRTD	6276 C R & R INCORPORATED	0217041		06/01/2017	21706105	063017	384.33
						CHECK	60541	TOTAL:	384.33
60542	06/30/2017	PRTD	8374 C.S. LEGACY CONSTRUC	APP#3		06/12/2017	21706398	063017	362,563.45
						CHECK	60542	TOTAL:	362,563.45
60543	06/30/2017	PRTD	1456 CALED	300000496		06/08/2017	21706374	063017	100.00
				300000946		06/13/2017	21706373	063017	570.00
						CHECK	60543	TOTAL:	670.00
60544	06/30/2017	PRTD	2555 CALIBER SCREENPRINTI	41752		06/09/2017	21706161	063017	435.17
				41751		06/09/2017	21706161	063017	259.80
						CHECK	60544	TOTAL:	694.97
60545	06/30/2017	PRTD	41 CARQUEST AUTO PARTS	1879-285528		06/10/2017	21706222	063017	92.49
				1879-285573		06/12/2017	21706222	063017	9.40
				1879-285523		06/10/2017	21706222	063017	3.94
				1879-284416		05/08/2017	21706222	063017	58.40
						CHECK	60545	TOTAL:	164.23

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

P 4
 apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60546	06/30/2017	PRTD	4323 CDW GOVERNMENT, INC.	JHC6394		06/23/2017	21706290	063017	12,786.82
				JDQ5229		06/21/2017	21705767	063017	4,180.79
						CHECK	60546	TOTAL:	16,967.61
60547	06/30/2017	PRTD	8419 CED SOLUTIONS, LLC	51591		06/23/2017	21706399	063017	100.00
						CHECK	60547	TOTAL:	100.00
60548	06/30/2017	PRTD	2701 CHEMTRADE CHEMICALS	92119044		06/05/2017	21706252	063017	3,729.50
						CHECK	60548	TOTAL:	3,729.50
60549	06/30/2017	PRTD	54 CITY OF EL CENTRO-WA	856004		05/25/2017	21706035	063017	189.89
						CHECK	60549	TOTAL:	189.89
60550	06/30/2017	PRTD	650 CLINICAL LAB OF SAN	956789		06/14/2017	21706241	063017	270.00
						CHECK	60550	TOTAL:	270.00
60551	06/30/2017	PRTD	7455 CROP PRODUCTION SERV	33231759		06/01/2017	21706195	063017	1,665.00
						CHECK	60551	TOTAL:	1,665.00
60552	06/30/2017	PRTD	1607 CURTIS ROADRUNNER LO	16576		12/14/2016	21706154	063017	59.40
						CHECK	60552	TOTAL:	59.40
60553	06/30/2017	PRTD	1871 DANIELS TIRE SERVICE	227033188		05/25/2017	21706245	063017	734.61
				227033191		05/25/2017	21706245	063017	157.29
				227033194		05/25/2017	21706245	063017	149.21
				227033196		05/25/2017	21706245	063017	149.21
				227033287		06/01/2017	21706245	063017	149.21
				227033289		06/01/2017	21706245	063017	149.21

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

| P 5
| apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60553	TOTAL:	1,488.74
60554	06/30/2017	PRTD	3211 DELL MARKETING L.P.		10168208917	05/24/2017	21705595	063017	1,753.16
						CHECK	60554	TOTAL:	1,753.16
60555	06/30/2017	PRTD	3211 DELL MARKETING L.P.		10174011605	06/23/2017	21706209	063017	3,515.17
						CHECK	60555	TOTAL:	3,515.17
60556	06/30/2017	PRTD	7774 DIGITAL BUSINESS SYS		216247	06/05/2017	21706356	063017	5.26
					218076	06/16/2017	21706355	063017	80.74
					216248	06/05/2017	21706196	063017	456.66
					217253	06/12/2017	21706217	063017	303.01
					217847/PLN	06/15/2017	21706298	063017	33.89
					218254	06/19/2017	21706437	063017	114.64
					217847/ENG	06/15/2017	21706394	063017	33.89
						CHECK	60556	TOTAL:	1,028.09
60557	06/30/2017	PRTD	7774 DIGITAL BUSINESS SYS		58320-01	06/23/2017	21706393	063017	8,432.52
						CHECK	60557	TOTAL:	8,432.52
60558	06/30/2017	PRTD	2777 DJ CHEVRON SERVICE		006	06/02/2017	21706070	063017	50.00
						CHECK	60558	TOTAL:	50.00
60559	06/30/2017	PRTD	5470 DRAGON'S EXTERMINATO		158182	06/07/2017	21706296	063017	150.00
						CHECK	60559	TOTAL:	150.00
60560	06/30/2017	PRTD	102 EL CENTRO MOTORS		6208811/1	06/06/2017	21706224	063017	62.50
						CHECK	60560	TOTAL:	62.50

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

| P 6
| apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60561	06/30/2017	PRTD	107 ELMS EQUIPMENT RENTA		2116398-0001	05/31/2017	21706225	063017	77.25
						CHECK	60561	TOTAL:	77.25
60562	06/30/2017	PRTD	8420 ESCOBEDO PAINT & BOD		3351	05/12/2017	21706267	063017	348.92
						CHECK	60562	TOTAL:	348.92
60563	06/30/2017	PRTD	2989 EXECUTIVE LANDSCAPE,		1877	06/01/2017	21706163	063017	1,210.00
					1874	06/01/2017	21706163	063017	784.00
						CHECK	60563	TOTAL:	1,994.00
60564	06/30/2017	PRTD	3157 FASTENAL COMPANY		CAEL182478	05/16/2017	21706073	063017	13.66
						CHECK	60564	TOTAL:	13.66
60565	06/30/2017	PRTD	247 FEDEX		5-836-38040/CM	06/16/2017	21706308	063017	15.33
					5-829-58352	06/09/2017	21706144	063017	29.06
					5-837-46172	06/16/2017	21706274	063017	268.89
					5-829-84448	06/09/2017	21706365	063017	44.06
						CHECK	60565	TOTAL:	357.34
60566	06/30/2017	PRTD	4462 FERGUSON ENTERPRISES		4779647	06/09/2017	21706182	063017	37.12
					4780032	06/09/2017	21706182	063017	12.84
					4741751	05/31/2017	21706181	063017	101.99
					4740331	05/31/2017	21706181	063017	56.94
					0597396	06/05/2017	21706259	063017	361.90
						CHECK	60566	TOTAL:	570.79
60567	06/30/2017	PRTD	8009 FRANCES A. FINK		107729	06/15/2017	21706201	063017	135.20
						CHECK	60567	TOTAL:	135.20

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

| P 7
 | apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60568	06/30/2017	PRTD	1459 FIRE ETC		103883	06/06/2017	21706243	063017	85.78
					102975	05/16/2017	21706324	063017	788.16
					104600	06/22/2017	21704945	063017	306.35
						CHECK	60568	TOTAL:	1,180.29
60569	06/30/2017	PRTD	8407 FLEET SOLUTION EXPER		9184	06/06/2017	21706266	063017	857.16
						CHECK	60569	TOTAL:	857.16
60570	06/30/2017	PRTD	8150 MANUEL GUTIERREZ		4854	06/03/2017	21706203	063017	167.00
						CHECK	60570	TOTAL:	167.00
60571	06/30/2017	PRTD	6113 HD SUPPLY WATERWORKS		H321555	06/12/2017	21706190	063017	130.43
						CHECK	60571	TOTAL:	130.43
60572	06/30/2017	PRTD	5691 I.C. WORK TRAINING C		1988	05/31/2017	21706187	063017	2,706.00
					1989	05/31/2017	21706187	063017	4,324.01
					1987	05/31/2017	21706186	063017	4,969.92
						CHECK	60572	TOTAL:	11,999.93
60573	06/30/2017	PRTD	145 IMPERIAL IRRIGATION		3034482/MAY2017	06/08/2017	21706135	063017	16,908.00
						CHECK	60573	TOTAL:	16,908.00
60574	06/30/2017	PRTD	146 IMPERIAL PRINTERS		17-1962	05/17/2017	21706136	063017	87.23
					17-1111	03/21/2017	21706207	063017	323.25
					17-1998	05/22/2017	21706137	063017	729.69
						CHECK	60574	TOTAL:	1,140.17
60575	06/30/2017	PRTD	148 IMPERIAL STORES		755441/5	05/16/2017	21706230	063017	25.32
					755734/5	05/19/2017	21706230	063017	8.68

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09
enunezCITY OF EL CENTRO
A/P CASH DISBURSEMENTS JOURNAL - 06/30/17P 8
apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					755619/5	05/18/2017	21706230	063017	30.27
					757777/5	06/12/2017	21706272	063017	110.49
					757381/5	06/07/2017	21706272	063017	151.97
					757817/5	06/12/2017	21706138	063017	64.37
					757740/5	06/12/2017	21706138	063017	8.21
					757730/5	06/12/2017	21706138	063017	72.14
					757380/5	06/07/2017	21706138	063017	50.25
					756820/5	06/01/2017	21706138	063017	27.76
					757356/5	06/07/2017	21706138	063017	10.68
					757292/5	06/06/2017	21706138	063017	13.86
					757242/5	06/06/2017	21706138	063017	16.67
					757235/5	06/06/2017	21706138	063017	17.84
					757241/5	06/06/2017		063017	-19.47
					756603/5	05/30/2017	21706228	063017	145.69
					757040/5	06/04/2017	21706229	063017	16.22
					757479/5	06/08/2017	21706229	063017	182.28
					544165/5	06/10/2017	21706140	063017	71.48
					758031/5	06/14/2017	21706231	063017	76.15
					754816/5	05/09/2017	21706038	063017	12.10
					755347/5	05/15/2017	21706038	063017	14.88
					755442/5	05/16/2017	21706038	063017	21.63
					755533/5	05/17/2017	21706038	063017	68.12
						CHECK	60575	TOTAL:	1,197.59
60576	06/30/2017	PRTD	149 IMPERIAL VALLEY PAIN		360867B	05/23/2017	21706232	063017	37.73
					361114B	06/08/2017	21706273	063017	595.33
					361138B	06/09/2017		063017	-544.61

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

| P 9
 | apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO								
CHECK NO	CHK	DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
							CHECK	60576	TOTAL:	88.45
60577	06/30/2017	PRTD	607	IMPERIAL VALLEY PRES	866089/vwm2017		06/20/2017	21706279	063017	30.07
					11071793		06/22/2017	21706408	063017	1,282.50
							CHECK	60577	TOTAL:	1,312.57
60578	06/30/2017	PRTD	141	IMPERIAL VALLEY TERM	245871		06/01/2017	21706226	063017	39.00
					245870		06/05/2017	21706226	063017	39.00
					245872		06/12/2017	21706226	063017	75.00
					245869		06/02/2017	21706134	063017	48.00
							CHECK	60578	TOTAL:	201.00
60579	06/30/2017	PRTD	1147	INTERNATIONAL CODE C	3151287		06/12/2017	21706321	063017	135.00
							CHECK	60579	TOTAL:	135.00
60580	06/30/2017	PRTD	4727	IVROP	107926		06/20/2017	21706423	063017	75.00
							CHECK	60580	TOTAL:	75.00
60581	06/30/2017	PRTD	2113	J.S. FLOOR COVERING,	34240		04/27/2017	21706327	063017	2,825.00
							CHECK	60581	TOTAL:	2,825.00
60582	06/30/2017	PRTD	3760	JADE SECURITY SYSTEM	133012		06/10/2017	21706212	063017	44.99
					133113		06/10/2017	21706169	063017	27.99
					133023		06/10/2017	21706169	063017	27.99
					133441		06/10/2017	21706169	063017	54.98
					133111		06/10/2017	21706169	063017	49.98
							CHECK	60582	TOTAL:	205.93

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

P 10
 apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60583	06/30/2017	PRTD	3385 JARED PREECE OVERHEA		12-1192	06/05/2017	21706256	063017	500.00
						CHECK	60583	TOTAL:	500.00
60584	06/30/2017	PRTD	163 JIM REITER'S LOCKSMI		257337	06/05/2017	21706141	063017	38.97
						CHECK	60584	TOTAL:	38.97
60585	06/30/2017	PRTD	6291 K-C WELDING & RENTAL		80492	06/09/2017	21706193	063017	110.75
					80775	06/15/2017	21706262	063017	238.12
						CHECK	60585	TOTAL:	348.87
60586	06/30/2017	PRTD	3654 KIMLEY-HORN & ASSOCI		9301732	04/30/2017	21706168	063017	9,843.75
						CHECK	60586	TOTAL:	9,843.75
60587	06/30/2017	PRTD	4406 LABRUCHERIE IRRIGATI		139165C	06/12/2017	21706177	063017	17.28
					139021C	06/08/2017	21706177	063017	55.61
					139151C	06/12/2017	21706177	063017	3.67
					139064C	06/09/2017	21706177	063017	118.43
					138855C	06/06/2017	21706177	063017	253.31
					138858C	06/06/2017	21706177	063017	44.76
					138617C	06/01/2017	21706177	063017	59.97
					138639C	06/01/2017	21706177	063017	40.62
					138594C	05/31/2017	21706177	063017	91.85
					138675C	06/01/2017	21706177	063017	121.21
					139217C	06/13/2017	21706177	063017	445.56
					139024C	06/08/2017		063017	-55.61
					139001C	06/08/2017	21706291	063017	361.56
					139022C	06/08/2017	21706291	063017	35.82
					138223C	05/24/2017	21706178	063017	52.80

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

| P 11
 | apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					139266C	06/12/2017	21706179	063017	227.97
					139491C	06/16/2017	21706258	063017	24.80
						CHECK	60587	TOTAL:	1,899.61
60588	06/30/2017	PRTD	2790 LANDMARK GEO-ENGR &		LE-0617-21	06/12/2017	21706283	063017	6,784.65
						CHECK	60588	TOTAL:	6,784.65
60589	06/30/2017	PRTD	395 LEAGUE OF CALIFORNIA		104145	06/20/2017	21706275	063017	4,509.15
						CHECK	60589	TOTAL:	4,509.15
60590	06/30/2017	PRTD	2471 ALEJANDRO S. LEE		107794	06/15/2017	21706159	063017	250.25
						CHECK	60590	TOTAL:	250.25
60591	06/30/2017	PRTD	683 LIEBERT CASSIDY WHIT		1441098	05/31/2017	21706370	063017	140.00
						CHECK	60591	TOTAL:	140.00
60592	06/30/2017	PRTD	814 LOWE'S		901669	05/17/2017	21706053	063017	244.16
					909090	05/26/2017	21706053	063017	29.25
					909961	05/25/2017	21706152	063017	94.04
					902978.	05/30/2017	21706152	063017	19.85
					902689.	05/24/2017	21706152	063017	125.83
					902936.	05/30/2017	21706152	063017	56.95
					902881	05/25/2017	21706152	063017	15.03
					902051	05/08/2017	21706242	063017	4.95
					902268	05/04/2017	21706242	063017	180.65
						CHECK	60592	TOTAL:	770.71
60593	06/30/2017	PRTD	3528 MCMASTER-CARR SUPPLY		34004409	06/08/2017	21706287	063017	432.10

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

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| P      12
| apcshdsb
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NET

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

| P 13
 | apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60600	TOTAL:	342.63
60601	06/30/2017	PRTD	8013 PADRE USA	16005165		05/24/2017	21706202	063017	407.80
						CHECK	60601	TOTAL:	407.80
60602	06/30/2017	PRTD	3686 PHOENIX UNIFORMS	158467		06/21/2017	21704851	063017	344.24
						CHECK	60602	TOTAL:	344.24
60603	06/30/2017	PRTD	3940 POLYDYNE, INC.	1146065		06/09/2017	21706288	063017	2,863.21
				1146746		06/13/2017	21706171	063017	9,027.83
						CHECK	60603	TOTAL:	11,891.04
60604	06/30/2017	PRTD	4292 PRECISION ENGINEERIN	3296		06/02/2017	21706289	063017	18,690.00
						CHECK	60604	TOTAL:	18,690.00
60605	06/30/2017	PRTD	3364 PYRAMID CONST.	3395		05/31/2017	21706381	063017	422,642.78
						CHECK	60605	TOTAL:	422,642.78
60606	06/30/2017	PRTD	293 QUILL CORPORATION	7178918		05/31/2017	21706146	063017	54.11
				7261981		06/05/2017	21706147	063017	49.77
				7288110		06/05/2017	21706147	063017	51.93
				7373854		06/07/2017	21706148	063017	410.47
						CHECK	60606	TOTAL:	566.28
60607	06/30/2017	PRTD	5940 RECON ENVIRONMENTAL	55820		06/07/2017	21706390	063017	27,234.61
						CHECK	60607	TOTAL:	27,234.61
60608	06/30/2017	PRTD	4048 AARON REEL	107980		05/23/2017	21705672	063017	726.63
						CHECK	60608	TOTAL:	726.63

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09
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A/P CASH DISBURSEMENTS JOURNAL - 06/30/17P 14
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CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60609	06/30/2017	PRTD	631 REFRIGERATION SUPPLI		3235450-00	05/30/2017	21706051	063017	149.51
					3235884-00	06/08/2017	21706369	063017	19.01
						CHECK	60609	TOTAL:	168.52
60610	06/30/2017	PRTD	2761 JESUS J. RODRIGUEZ		107949	06/20/2017	21706253	063017	261.40
						CHECK	60610	TOTAL:	261.40
60611	06/30/2017	PRTD	2214 RAYMOND ROMERO		178	06/09/2017	21706330	063017	200.00
						CHECK	60611	TOTAL:	200.00
60612	06/30/2017	PRTD	2198 SAN DIEGO FRICTION P		23070514	05/18/2017	21706248	063017	1.29
						CHECK	60612	TOTAL:	1.29
60613	06/30/2017	PRTD	2640 SANDERS INC ARCHITEC		0617-03	06/08/2017	21706162	063017	3,415.00
						CHECK	60613	TOTAL:	3,415.00
60614	06/30/2017	PRTD	330 SHERWIN WILLIAMS CO.		2996-3	06/02/2017	21706150	063017	201.04
					5846-6	06/06/2017	21706367	063017	95.50
						CHECK	60614	TOTAL:	296.54
60615	06/30/2017	PRTD	8348 JOEL SIERRA		107831	06/15/2017	21706204	063017	325.00
						CHECK	60615	TOTAL:	325.00
60616	06/30/2017	PRTD	7710 SIGN FACTORY, PRINTI		2182	06/07/2017	21705988	063017	287.38
						CHECK	60616	TOTAL:	287.38
60617	06/30/2017	PRTD	1722 SOCIETY FOR HUMAN RE		01216687/FY2017	06/22/2017	21706325	063017	199.00
						CHECK	60617	TOTAL:	199.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

| P 15
 | apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60618	06/30/2017	PRTD	213 SOUTHERN CALIFORNIA		05162691009/JUNE2017	06/16/2017	21705371	063017	36.52
					13132656284/JUNE2017	06/15/2017	21706307	063017	19.77
						CHECK	60618	TOTAL:	56.29
60619	06/30/2017	PRTD	4920 SPARKLETTS		9441804060117	06/01/2017	21706295	063017	293.13
					16184342061017	06/10/2017	21706183	063017	60.63
						CHECK	60619	TOTAL:	353.76
60620	06/30/2017	PRTD	6444 STANLEY CONVERGENT S		14536097	05/01/2017	21706122	063017	774.33
						CHECK	60620	TOTAL:	774.33
60621	06/30/2017	PRTD	1460 BJORN STRUEBING		1112	06/22/2017	21706280	063017	2,400.00
						CHECK	60621	TOTAL:	2,400.00
60622	06/30/2017	PRTD	2506 T-MOBILE		558080132/MAY2017	05/24/2017	21706067	063017	35.84
						CHECK	60622	TOTAL:	35.84
60623	06/30/2017	PRTD	4062 TERMINIX OF IMPERIAL		01-0479511	05/18/2017	21706082	063017	20.00
					01-0479518	05/18/2017	21706082	063017	42.00
					01-0479516	05/18/2017	21706173	063017	35.00
					01-0480032	05/18/2017	21706173	063017	48.00
					01-0479521	05/18/2017	21706173	063017	42.00
					01-0479515	05/18/2017	21706173	063017	35.00
					01-0479520	05/18/2017	21706173	063017	42.00
					01-0482851	06/15/2017	21706384	063017	20.00
					01-0482858	06/15/2017	21706384	063017	42.00
					02-0153566	10/21/2016	21706340	063017	3.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

P 16
 apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60623	TOTAL:	329.00
60624	06/30/2017	PRTD	400 THE HOLT GROUP, INC.	17-05-008		05/31/2017	21706276	063017	2,388.50
						CHECK	60624	TOTAL:	2,388.50
60625	06/30/2017	PRTD	6050 TIME WARNER CABLE	420010573023/JUN2017		06/08/2017	21706189	063017	87.74
				420010045113/JUN2017		06/08/2017	21706215	063017	87.74
				420010513490/JUL2017		06/13/2017	21706391	063017	119.99
						CHECK	60625	TOTAL:	295.47
60626	06/30/2017	PRTD	8422 TOTAL INDUSTRIES INC	1013		04/17/2017	21706361	063017	650.00
						CHECK	60626	TOTAL:	650.00
60627	06/30/2017	PRTD	5835 TRIDENT TECHNOLOGIES	2422657		06/01/2017	21706093	063017	279.26
						CHECK	60627	TOTAL:	279.26
60628	06/30/2017	PRTD	8268 TYLER BUSINESS FORMS	303870		06/20/2017	21706359	063017	224.69
						CHECK	60628	TOTAL:	224.69
60629	06/30/2017	PRTD	6289 U.S. BANK	13840790/10-24-16(4)		10/24/2016	21704924	063017	285.60
				02661534/5-22-17		05/22/2017	21706113	063017	783.25
				19598616/4-24-17(1)		04/24/2017	21706116	063017	1,780.87
				19598616/4-24-17(3)		04/24/2017	21706114	063017	1,543.86
				19598616/CR4-24-17		04/24/2017		063017	-402.23
				19598616/5-22-17		05/22/2017	21706107	063017	2,160.70
				18365439/5-22-17		05/22/2017	21706192	063017	214.86
				13841046/5-22-17(2)		05/22/2017	21706354	063017	107.17
				13840931/5-22-17(1)		05/22/2017	21706344	063017	319.42
				13840931/5-22-17(2)		05/22/2017	21706345	063017	598.00

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

| P 17
 | apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					13840956/5-22-17	05/22/2017	21705986	063017	27.60
					18879207/5-22-17(1)	05/22/2017	21706348	063017	44.64
					18879207/5-22-17(2)	05/22/2017	21706349	063017	589.57
					18879207/5-22-17(3)	05/22/2017	21706350	063017	537.57
					02481441/5-22-17	05/22/2017	21706347	063017	104.28
					19291774/5-22-17	05/22/2017	21706351	063017	163.14
					19877085/5-22-17	05/22/2017	21706352	063017	135.67
					13840931/2-22-17(5)	02/22/2017	21706392	063017	84.32
						CHECK	60629	TOTAL:	9,078.29
60630	06/30/2017	PRTD	2781 UNITED PARCEL SERVIC		15275W237	06/10/2017	21706336	063017	88.99
						CHECK	60630	TOTAL:	88.99
60631	06/30/2017	PRTD	4628 DEPARTMENT OF THE TR		PCORI/2017	06/27/2017	21706422	063017	1,193.28
						CHECK	60631	TOTAL:	1,193.28
60632	06/30/2017	PRTD	4585 USA BLUE BOOK		288692	06/19/2017	21706292	063017	941.50
						CHECK	60632	TOTAL:	941.50
60633	06/30/2017	PRTD	5112 USA TODAY		4422376/FY2018	06/22/2017	21706342	063017	255.62
						CHECK	60633	TOTAL:	255.62
60634	06/30/2017	PRTD	368 VALLIANT UPHOLSTERY		160867	05/25/2017	21706235	063017	193.61
						CHECK	60634	TOTAL:	193.61
60635	06/30/2017	PRTD	4101 VEGETABLE GROWERS SU		ELC00060786	06/09/2017	21706175	063017	225.73
						CHECK	60635	TOTAL:	225.73
60636	06/30/2017	PRTD	4647 VERIZON WIRELESS		9786325757	05/23/2017	21705939	063017	2,438.47

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

| P 18
| apcshdsb

CASH ACCOUNT: 000		101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	60636	TOTAL:	2,438.47
60637	06/30/2017	PRTD	528 WAXIE SANITARY SUPPL	76666290		05/01/2017	21706003	063017	65.11
				76762665		06/15/2017	21706278	063017	639.58
				76767716		06/19/2017	21706277	063017	14.93
				76767839		06/19/2017	21706277	063017	51.60
				76767715		06/19/2017	21706239	063017	38.97
				76711564		05/22/2017	21706240	063017	24.02
				76768105		06/19/2017	21706368	063017	121.55
				76757034		06/13/2017	21706315	063017	115.61
				76764349		06/16/2017	21706313	063017	100.52
				76710927		05/22/2017	21706049	063017	294.18
				76710765		05/22/2017	21706049	063017	23.96
				76710767		05/22/2017	21706049	063017	40.05
				76710769		05/22/2017	21706049	063017	47.91
				76714114		05/23/2017	21706049	063017	38.32
				76716648		05/24/2017	21706049	063017	38.32
						CHECK	60637	TOTAL:	1,654.63
60638	06/30/2017	PRTD	530 WEST 80 ELECTRIC	22379		06/08/2017	21706316	063017	203.83
						CHECK	60638	TOTAL:	203.83
60639	06/30/2017	PRTD	2395 WESTAIR GASES & EQUI	80142230		05/31/2017	21706249	063017	167.22
				10503422		06/01/2017	21706250	063017	32.55
				10504211		06/02/2017	21706250	063017	27.25
						CHECK	60639	TOTAL:	227.02

Attachment: June 2017 (2385 : Warrant Registers - June 2017)

06/29/2017 11:09 | CITY OF EL CENTRO
 enunez | A/P CASH DISBURSEMENTS JOURNAL - 06/30/17

| P 19
 | apcshdsb

CASH ACCOUNT: 000	101001	CASH - WELLS FARGO						
CHECK NO	CHK DATE	TYPE VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
60640	06/30/2017	PRTD 380 WYMORE, INC.		1190039	06/12/2017	21706236	063017	12,667.41
					CHECK	60640	TOTAL:	12,667.41
60641	06/30/2017	PRTD 3543 ZAMORA'S BACKFLOW SE		2475	04/04/2017	21706337	063017	100.00
					CHECK	60641	TOTAL:	100.00
60642	06/30/2017	PRTD 3247 ELIZABETH ZARATE		107968	06/20/2017	21706286	063017	72.76
					CHECK	60642	TOTAL:	72.76
NUMBER OF CHECKS 115					*** CASH ACCOUNT TOTAL ***			1,969,014.34
					COUNT	AMOUNT		
TOTAL PRINTED CHECKS					115	1,969,014.34		
					*** GRAND TOTAL ***			1,969,014.34

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 6/25/17

Attachment: June 2017 (2385 : Warrant Registers - June 2017)



City Council
1275 Main Street
El Centro, CA 92243

Meeting: 07/18/17 11:30 AM
Department: City Clerk's Office
Category: Minutes
Prepared By: Diane Caldwell

7

**SCHEDULED
ACTION ITEM (ID # 2392)**

Department Head: Diane Caldwell

DOC ID: 2392

City Council Minutes for May 16, 2017

CITY MANAGER'S RECOMMENDATION:

Approve minutes for the May 16, 2017 Joint Regular City Council/SA/SH meeting.

ATTACHMENTS:

- 5-16-17 Reg. Meeting CC Minutes (PDF)

**REGULAR MEETING
EL CENTRO CITY COUNCIL/CITY COUNCIL AS SUCCESSOR
AGENCY TO THE REDEVELOPMENT AGENCY/SUCCESSOR HOUSING AGENCY
CITY HALL, COUNCIL CHAMBERS
1275 MAIN STREET, EL CENTRO AND
TELECONFERENCE LOCATION:
45100 GOLF CENTER PARKWAY, SUITE 3
INDIO, CA 92201
TUESDAY, MAY 16, 2017 11:30 A.M.**

The El Centro City Council/City Council as Successor Agency to the Redevelopment Agency/Housing Agency met in regular session on Tuesday, May 16, 2017, at 11:32 a.m. in Conference Room "A", El Centro City Hall, 1275 Main Street, El Centro, California for the purpose of Closed Session and with Council Member Jason Jackson participating from teleconference location 45100 Golf Center Parkway, Suite 3, Indio, CA 92201. Compliance with all the requirements of Government Code Section 54953(b) was confirmed before the meeting was called to order. It was announced that no public was present at teleconference site.

PRESENT: Council: Silva, Cardenas, Viegas-Walker, Garcia, Jackson (via teleconference)
City Clerk Caldwell, Deputy City Manager Piedra, City Attorney Martyn Evans
ABSENT: None

Closed Session Public Comment

None

CITY COUNCIL CLOSED SESSION

Moved by Viegas-Walker, second by Silva, to adjourn into closed session for:

ANTICIPATED LITIGATION

The City Council will recess to closed session with its attorney regarding anticipated litigation in that:

Significant Exposure To Litigation Against The City. A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the City. There are **four (4)** such potential cases. (Government Code §54956.9(d)(2).

NEGOTIATIONS REGARDING ACQUISITION/DISPOSITION OF REAL PROPERTY

The City Council will recess to closed session pursuant to Government Code §54956.8 to give instructions to the City's negotiator, Marcela Piedra, Deputy City Manager, regarding negotiations with Puente del Sol, LLC instructions will concern price, terms of payment or both, including use restrictions, development obligations and other monetary related considerations concerning the purchase, sale, exchange and/or lease of the property known as APN 064-470-105-000.

LABOR RELATIONS NEGOTIATIONS

The City Council will recess to closed session pursuant to Government Code §54957.6 to meet with Agency Representatives **Marcela Piedra, Deputy City Manager, Leticia Salcido, Finance Director, and Teri Brownlee, Human Resources Director** for the purpose of reviewing the City's position and instructing its

representative(s) regarding matters of salaries, salary schedules, compensation paid in the form of fringe benefits, or, as applicable, other matters dealing with mandatory subjects within the scope of representation pursuant to Government Code §3504; negotiating with **All Department Heads, All Unrepresented Units, All Bargaining Units.**

Motion unanimously carried. All Members present. Closed Session concluded at 12:50 p.m.

Reconvened at 6:00 p.m. for Open Session.

The El Centro City Council/City Council as Successor Agency to the Redevelopment Agency/Housing Agency met in regular session on Tuesday, May 16, 2017 at 6:03 p.m. in Council Chambers, El Centro City Hall, 1275 Main Street, El Centro, California.

PRESENT: Council: Jackson, Silva, Cardenas, Viegas-Walker, Garcia
City Clerk Caldwell, Deputy City Manager Piedra, City Attorney Martyn Evans

ABSENT: None

Pledge of Allegiance to the flag of the United States of America was led by Police Chief Eddie Madueno.

Invocation was given by Mayor Cardenas.

CITY ATTORNEY REPORT ON CLOSED SESSION

City Attorney Evans reported there was no reportable action coming from closed session.

PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR

1. Presentation of Proclamation to Terry Hagen, Director of Public Works/City Engineering recognizing May 21-27, 2017 as National Public Works Week in the City of El Centro.

SCHEDULED PUBLIC COMMENTS

2. Introduction of the El Centro Police Department's new Public Safety Dispatcher Aristeo Valdez.
3. Presentation by Joey Imperial requesting a collaborative working partnership with the City of El Centro and his non-profit IV @ Risk Youth Betterment Foundation, Inc. to beautify and maintain the Sunflower Baseball Fields. Council consensus was to move forward with a collaborative relationship with Mr. Imperial to beautifying these fields.

CONSENT AGENDA:

Moved by Garcia, seconded by Viegas-Walker, approval of the consent agenda as presented.

4. Approval of the Payroll Registers for the month of April 2017.
5. Approval of the Treasurer's Report for the Month of April 2017.
6. Approval of the Warrant Registers for the Month of April 2017.
7. Approval of the minutes for the May 2, 2017 Joint Regular City Council/SA/SH meeting.
8. Approval of the Denial of Application for Permission to File Late Claim regarding Jesus Zazueta as recommended by El Centro Regional Medical Center (ECRMC) Claims Administrator.
9. Authorize the filing of the fiscal year 2016-2017 claims with Imperial County Transportation Commission (ICTC) for Public Transportation pursuant to:
 1. Article 8(e) of the Public Utilities code for bus benches/shelter in the amount of \$18,785.
 2. Article 8(e) of the Public Utilities code for 7th/State Street bus terminal in the amount of \$45,000.
 3. Article 8(e) of the Public Utilities code for regional maintenance and upkeep benches/shelter in the amount of \$25,000.
 4. Article 3 of the Public Utilities code for bicycle and pedestrian facilities in the amount of \$37,300.
10. Adoption of **Resolution No. 17-40**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT WITH AMERINAT TO PROVIDE ESCROW AND LOAN SERVICING SERVICES FOR THE CITY OF EL CENTRO'S HOUSING PROGRAMS
11. Adoption of **Resolution No. 17-41**, RESOLUTION OF THE CITY OF EL CENTRO APPROVING AN EXECUTION OF AGREEMENT TO PROVIDE LEAD BASED PAINT AND ASBESTOS TESTING SERVICES FOR THE CITY'S HOUSING PROGRAMS BETWEEN ENVIRONCHECK AND THE CITY OF EL CENTRO
12. Adoption of **Resolution No. 17-42**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT WITH CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC TO PROVIDE A COMPREHENSIVE ANALYSIS OF THE FIRE DEPARTMENT FOR THE CITY OF EL CENTRO
13. Adoption of **Resolution No. 17-43**, RESOLUTION OF THE CITY OF EL CENTRO, CALIFORNIA AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 2007-1 (LEGACY RANCH) FOR FISCAL YEAR 2017/2018

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

PUBLIC HEARING

Prior to item #14 being discussed Mayor Cardenas announced that he had a conflict and would be recusing himself as he lives in the area assessed by the Buena Vista Landscaping and Lighting District. Mayor Cardenas stepped down from the dais and left the Chambers. Mayor Pro-Tem Viegas-Walker conducted the public hearing for item #14 only.

14. This was the date and time set for a public hearing for the purpose of approving the Engineer's Report regarding Buena Vista Landscaping and Lighting District; and the levy and collection of assessments related thereto commencing in fiscal year 2017/2018. Presentation by Leticia Salcido, Director of Finance. Staff answered questions from City Council. Mayor Pro-Tem Viegas-Walker opened the public hearing and asked if anyone wish to speak on this issue to please come forward. Seeing no one come forward to speak, the public hearing was closed.

Moved by Jackson, second by Silva, adopting **Resolution No. 17-44**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, APPROVING THE ENGINEER'S REPORT REGARDING BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT; AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSEMNTS RELATED THERETO COMMENCING IN FISCAL YEAR 2017-2018

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

Mayor Cardenas returned to the Cambers and to his positon on the dais for the remainder of the meeting.

15. This was the date and time set for a public hearing for the purpose of approving the Engineer's Report regarding Legacy Ranch Landscaping and Lighting District; and the levy and collection of assessments related thereto commencing in fiscal year 2017/2018. Presentation by Leticia Salcido, Director of Finance. Mayor Cardenas opened the public hearing and asked if anyone wish to speak on this issue to please come forward. Seeing no one come forward to speak, the public hearing was closed.

Moved by Viegas-Walker, second by Garcia, adopting **Resolution No. 17-45**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ENGINEER'S REPORT REGARDING LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT; AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2017-2018

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

16. This was the date and time set for a public hearing for the purpose of approving the Engineer's Report regarding the El Centro Town Center Landscaping and Lighting District; and authorize the levy and collection of assessments related thereto commencing in fiscal year 2017/2018. Presentation by Leticia Salcido, Director of Finance. Mayor Cardenas opened the public hearing and asked if anyone wish to speak on this issue to please come forward. Seeing no one come forward to speak, the public hearing was closed.

Moved by Jackson, second by Silva, adopting **Resolution No. 17-46**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ENGINEER'S REPORT REGARDING THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2017-2018

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

NEW BUSINESS

17. Moved by Viegas-Walker, second by Jackson, approving the request for sponsorship from the Imperial Regional Alliance, Inc, for their 3rd annual Imperial Valley General Assembly and Economic Summit in the amount of \$500.

Council directed staff to prepare an agenda item, to be added to consent agenda, revising the Community Sponsorship policy to state the Mayor would be making the funding recommendation.

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

18. Presentation by Norma Villicana, Director of Community Development regarding increased and targeted code enforcement efforts.

Moved by Jackson, second by Garcia, directing staff to amend the anti-graffiti provisions of the code to make the offense a misdemeanor and authorize staff to initiate process for third-party processing.

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

LEGISLATION ACTION

None.

INFORMATIONAL ITEMS

19. Receive and referred to Community Development Department /Planning Department, Application for Alcoholic Beverage License – Charlie's Mexican Food, 401 Broadway Avenue, El Centro, CA 92243.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

No business scheduled.

SUCCESSOR AGENCY HOUSING AGENCY

No business scheduled.

PUBLIC COMMENTS

None

TASK FORCE AND MAYOR & COUNCIL MEMBER REPORTS

Garcia:	Reported he attended the Dancing with the Stars event where he watched former Mayor and current Council Member Jason Jackson put on quite a show. It was a very well attended event and look forward to attending next year.
Viegas-Walker	Reported she attended the SCAG General Assembly Regional Council meeting General Assembly in Palm Desert May 3-5 th ; Reported she attended Dancing with the Stars; Announced she was appointed to help with the I.V. Food Bank Harvest Bowl to be held in Brawley on October 14th; Reported on the Chamber of Commerce Board Meeting and reported that SDSU Dean Ponce was the guest speaker, and would also be the guest speaker at the League of California Cities Division Meeting/Dinner on May 25 th .
Silva:	Congratulated Mayor and Council Member Jason Jackson on his third place recognition at Dancing with the Stars; Reported that Deputy City Manager Piedra and himself met today with members of the Mexican Consulate, and reported that the workshops being held at the Old Post Office Pavilion have been incredibly successful, and possibly workshops may be held in the summer.
Jackson:	Reported he had a great time at Dancing with the Stars; Attended El Centro Day at Petco Stadium;
Cardenas:	Announced he attended Costco's 25 th year anniversary celebration; Attended the Homeless Task Force meeting and provided to Council the Imperial County 2017 Point-in-Time Count and Survey; Reported El Centro Police Department Annual Report was nicely done; Announced he, Marcela Piedra, Deputy City Manager and Stacy Cox, Community Development Specialist met with the U.S. Census with regard to the upcoming 2020 Census; Thanked Liz Zarate for the Street Overlay Press Release; Directed staff to bring back on June 6 th for discussion and consideration the dates the City Council would be going dark for the summer.

ADJOURNMENT

With no further business to be discussed, the meeting was adjourned at 7:51 p.m.

L. Diane Caldwell, City Clerk

APPROVED BY:

Alex Cardenas, Mayor

Attachment: 5-16-17 Reg. Meeting CC Minutes (2392 : City Council Minutes of May 16, 2017)



**SCHEDULED
ACTION ITEM (ID # 2384)**

Discussion and any necessary action regarding Plank Park Improvement Plans

CITY MANAGER'S RECOMMENDATION:

Approve plans and specifications for the Plank Park Improvements Project and authorize soliciting of bids

FISCAL IMPACT:

The City allocated \$517,000 in Park Development Fees in its 2017 Budget to develop Plank Park. Of the \$517,000 budgeted, \$445,000 will be used to pay for the construction of this park.

\$445,000 is allocated in the 2018 Budget under fund 460. The engineer's estimate is within the available budget.

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION:

Goal 3, Recreation & lifelong learning. Objective 3 - New park facilities

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

N/A

BACKGROUND:

In January 2017 the City contracted with Kimley-Horn to obtain the necessary architectural landscaping and engineering services to complete design plans for Plank Park. Plank Park is a proposed 3.62 acre park located in the Desert Village West Subdivision generally located west of Austin Road, east of Plank Drive, and north of Ross Avenue.

The major design elements of the Plank Park project are a trail system, play structures with shades, irrigation for plantings, lighting, and amenities, such as benches, drinking fountains, and trash cans.

On March 1, 2017, Kimley-Horn along with City staff held a community workshop with residents from the Desert Village West Subdivision and Wildflower Subdivision. Approximately 20 residents attended the workshop. Overall the workshop was a great meeting and residents were able to provide feedback on their top priorities for this park. Those top amenities consist of 1) playgrounds, 2) shade, and 3) walking trails and lighting. The residents who attended the workshop seemed to grasp and understand the budget for this park and flexibility for future improvements should the City be able to allocate future funds to this park.

DISCUSSION:

Kimley-Horn and city staff have completed the plans and specifications based on the master plan presented to City Council on March 21, 2017. The components as presented in the plan remain the same such as:

1. Playground equipment will be provided
2. Shade is provided
3. A concrete sidewalk walking trail around the playground area is provided as well as decomposed granite trail extending throughout the remainder of the site.
4. Lighting is provided along the trail.

Grass area is provided in the center near the playground area, however due to budget constraints, the rest of the site will be hydroseeded with native desert vegetation such as can be seen in the sides of freeway I-8 in the nearby desert areas. It will bloom in the spring. Sample pictures are attached to this report.

The estimated project timeline to complete Plank Park is as follows:

Design Completed - June 2017

Contract Award for Construction - September 2017

Construction Complete - March 2018

FURTHER DISCUSSION:

City staff applied for the Urban Greening Grant for an additional \$648,000. Should this be awarded, the project scope can be incremented and improved, such as turf areas and trails. The park has been designed such that it can easily be added to. A decision on the grant is expected fall of this year.

CONCLUSION:

Approve plans and specifications for the Plank Park Improvements Project and authorize soliciting of bids

ATTACHMENTS:

- Sample Seed Treatment Photos (PDF)
- Plank Park Final Specifications - Vol 1 00028641 (DOCX)
- Plank Park Final Special Provisions - Vol 2 (PDF)
- 2017.06.27 EL CENTRO PLANK PARK Final Plans (PDF)

Planted Trees on Irrigation, Non-Irrigated Native S

1
8.a



Attachment: Sample Seed Treatment Photos (2384 : Plank Park plans and specs)





City of El Centro, California

Bid Proposal, Contract Documents and Specifications

for

PLANK PARK

Volume 1 of 2

For use in conjunction with "Standard Specification for Public Works Construction," 2015 Edition, together with subsequent annual supplements as published by Building News, Inc.

APPROVED:

Terry Hagen, P.E.
Director of Public Works

PLANK PARK

TABLE OF CONTENTS

	<u>PAGE</u>
<u>VOLUME 1 OF 2</u>	
NOTICE INVITING SEALED PROPOSALS (BIDS)	NIB 1 - 3
BIDDING DOCUMENTS	BD 1 - 23
CONTRACT DOCUMENTS	CD 1 - 8
Agreement	CD 1 - 4
Performance Bond	CD 5 - 6
Payment Bond	CD 7 - 8
GENERAL CONDITIONS	GC 1 - 68
SUPPLEMENTAL GENERAL CONDITIONS	SGC 1 - 8
<u>VOLUME 2 OF 2</u>	
SPECIAL PROVISIONS	SP 1 - 159

NOTICE INVITING BIDS

RECEIPT OF BIDS: Sealed Bids will be received at the office of the City Clerk, City of El Centro, OWNER of the WORK, located at 1275 Main Street, El Centro, CA 92243, until 2017, at 2:00 p.m. for the construction of the “**PLANK PARK.**”

DESCRIPTION OF WORK: The WORK includes but is not limited to:

Furnishing all labor, materials, necessary tools, equipment, supervision, appurtenances, construction permits, utility owner coordination, and all utility and transportation services required for; Construction of a community park including: Erosion control measures, clearing and grubbing of the existing site; and construction of a playground area, concrete curbing, sidewalk, decomposed granite trails, drainage facilities, landscaping and irrigation, pedestrian lighting, and site amenity improvements including: benches, entry monument, trash receptacles, and other miscellaneous site amenities, all as shown on the construction plans.

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

SITE OF WORK: The site of the WORK is located in the City of El Centro at the northwest corner of Plank Road and Wensley Avenue.

COMPLETION OF WORK: The WORK must be completed within seventy (70) Working Days after the commencement date stated in the Notice to Proceed.

OPENING OF BIDS: The Bids will be publicly opened and read at 2:00 pm on _____, 2017, at the above-mentioned office of OWNER.

OBTAINING CONTRACT DOCUMENTS: The Contract Documents are entitled “**PLANK PARK.**”

The Contract Documents may be obtained at the Engineering office located at 1275 W. Main Street, El Centro, CA, 92243 for a non-refundable fee of two hundred fifty-five dollars (\$255). Compact disks containing electronic copies of the Contract Documents may be obtained for a non-refundable fee of five dollars (\$5). Checks are to be made payable to the City of El Centro.

MANDATORY PRE-BID CONFERENCE: Bidders are required to attend a pre-bid meeting which will be conducted by the City of El Centro CONSTRUCTION MANAGER at _____ on _____, 2017. The meeting will be held at the City of El Centro, Economic Development Conference Room located at 1249 W. Main Street, El Centro CA 92243. The object of the meeting is to acquaint Bidders with the site conditions and mandatory bidding requirements and subcontractors of subcontracting and material supply opportunities. At that meeting the City of El Centro’s Equal Opportunity Program goals and reporting procedures will be discussed.

QUESTIONS: Technical questions should be directed to the CONSTRUCTION MANAGER at ACampos@ci.el-centro.ca.us.

Questions must arrive at least seven (7) days prior to the bid opening to allow time for distributing answers and/or clarifications to plan holders. Responses to questions that may be asked will be provided by Addendum. No oral comments shall be of any force or effect with respect to this solicitation.

CITY'S RESPONSES: Responses to questions that may be asked will be provided by Addenda. No oral comments shall be of any force or effect with respect to this solicitation.

ALL SUBMISSIONS MUST BE BY PERSONAL DELIVERY OR BY MAIL. No electronic submissions will be accepted.

REQUIRED DOCUMENTS AT BID TIME:

The bid shall be considered incomplete and be disqualified if any of the required BIDDING DOCUMENTS in pages BD8 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 one hundred twenty (120) calendar Days from the date of Bid opening.

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

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

CONTRACTOR AND SUBCONTRACTOR REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS:

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

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

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.

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 AGENCY of its concerns by submitting a detailed Solicitation Protest Statement in accordance with the requirements set forth below in this Section A. The Protest does not replace the requirement to report irregularities in the bid documents.

(1) Contents and Requirements

A solicitation protest must be submitted to the contact named in the bid documents by personal delivery or email by close of business at least fifteen (15)

calendar days prior to the Bid due date, and must contain all of the following to be considered:

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

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

(2) Evaluation and Determination

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

The Public Works Director 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 AGENCY.

F. Remedies

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

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

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

L. Diane Caldwell, City Clerk

- END OF NOTICE INVITING BIDS -

BIDDING DOCUMENTS

City of El Centro
Plank Park
A17-0145

Attachment: Plank Park Final Specifications - Vol 1 00028641 (2384 : Plank Park plans and specs)

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. – WHERE THESE PROVISIONS ARE DUPLICATIVE THEY MUST BE EXACTLY THE SAME OR SHOULD BE REMOVED**
 - 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 seven (7) 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. 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 LICENSE.** All Bidders and their Subcontractors not already having a license from the City of El Centro for the WORK 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 "PLANK PARK," 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 (or other corporate officer). Such Bid shall 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.
11. **BID SECURITY, BONDS AND INSURANCE.** Each Bid shall be accompanied by a certified or cashiers' 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 "PLANK PARK." 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) 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 in the amount of \$500 per day are set forth in the Agreement Section XVIII.
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 -

Attachment: Plank Park Final Specifications - Vol 1 00028641 (2384 : Plank Park plans and specs)

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 "PLANK PARK."

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: _____

City of El Centro
PLANK PARK

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

PLANK PARK

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.

Bid items designated with an 'S' are Specialty Items pursuant to subsection 2-3.2, Additional Responsibility, SSPWC.

Bid items designated with an "F" are Final Payment quantities pursuant to SPECIAL PROVISIONS subsection 9-1.1, General

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: PLANK PARK

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

BID PROPOSAL SUMMARY*

TOTAL PRICE FOR BASE BID ITEMS (in figures): _____

TOTAL PRICE FOR BASE BID ITEMS (in words): _____

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

Bidder's Initials _____

Schedule of Values

Item No.	Item	Approx. Quantity	Unit Price	Amount
GENERAL				
1	Mobilization & Demobilization	1 Lump Sum		
2	Construction Surveying Including As-Built Plan Documents	1 Lump Sum		
3	Clearing and Grubbing	1 Lump Sum		
4	Temporary Construction Fence	1,200 LF		
5	Traffic Control	1 Lump Sum		
6	Stormwater Pollution Prevention Plan, Permit, & Maintenance	1 Lump Sum		
CIVIL IMPROVEMENTS				
7	Unclassified Excavation	1,400 CY		
8	Furnish and Install Reduced Pressure Principal Backflow w/ Backflow Assembly Enclosure w/ 4" Concrete Pad	1 EA		
CONCRETE CURBS, SIDEWALK, AND WALLS				
9	Construct Stabilized Decomposed Granite Path Without Header (3" Depth)	45 TON		
10	Construct Concrete Sidewalk (4" Thick with 4" Sand Sub-Base per EC-400)	2,765 SF		
11	Construct Concrete Turndown at Playground	115 LF		
PARK AMENITIES				
12	Furnish and Install Bench	7 EA		
13	Furnish and Install 32 Gallon Trash Receptacle	3 EA		
14	Furnish and Install Playground Structure (includes 18'x18' Shade Topper)	1 EA		
15	Furnish and Install Playground Wood Fiber Surfacing (15" Depth Compacted to 12")	50 CY		
16	Construct Park Monument Sign	1 EA		
17	Construct Playground Accessibility Concrete Ramp	100 SF		

LANDSCAPE AND IRRIGATION				
18	Fine Grading (Turf Area)	11,660 SF		
19	Furnish and Install Turf Hydroseed (Including Preparation and Establishment)	11,660 SF		
20	Furnish and Install Wildflower/Native Desert Hydroseed (Including Preparation and Establishment)	143,325 SF		
21	120 Day Maintenance Period	1 LS		
22	Irrigation	1 LS		
SITE ELECTRICAL				
23	Furnish and Install Site Lighting and Electrical Equipment	1 LS		

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	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 _____

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 -

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the Bid schedule(s) of OWNER's Contract Documents entitled:

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.

SIGNED AND SEALED, this _____ day of _____, 20____

(Principal) (SEAL) _____ (SEAL)
(Surety)

By: _____ By: _____
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

- END BID BOND -

**CORPORATE CERTIFICATION
OR
PARTNERSHIP INFORMATION**

Name of Corporation or Partnership _____

State of Incorporation _____

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

Date _____

Contractor _____

Signature _____

Title _____

ATTEST:

Signature by

Title

END OF CORPORATE CERTIFICATION OR PARTNERSHIP INFORMATION

DRUG/ALCOHOL TESTING REQUIREMENTS

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

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

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

Dated _____

CONTRACTOR's Name

CONTRACTOR's Signature

Title

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

WORKERS' COMPENSATION CERTIFICATE

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

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

CONTRACTOR: _____

By: _____

Title: _____

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

Attachment: Plank Park Final Specifications - Vol 1 00028641 (2384 : Plank Park plans and specs)

SITE VISIT CERTIFICATE

THIS IS TO CERTIFY that:

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

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

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

 (Name and Signature of Bidder or his Representative)

Date : _____

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

- END OF SITE VISIT CERTIFICATE -

CONTRACTOR'S CERTIFICATION OF QUALIFICATION FOR LICENSE CLASSIFICATION

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

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

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

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

DATED: _____ CONTRACTOR: _____

SIGNATURE: _____ TITLE: _____

ATTEST:

SIGNATURE BY: _____

TITLE: _____

- END OF CONTRACTOR'S CERTIFICATION OF QUALIFICATION -

- END OF BIDDING DOCUMENTS -

CONTRACT DOCUMENTS

Attachment: Plank Park Final Specifications - Vol 1 00028641 (2384 : Plank Park plans and specs)

**CITY OF EL CENTRO
PLANK PARK
CONSTRUCTION SERVICES AGREEMENT**

This CONSTRUCTION SERVICES AGREEMENT ("Agreement"), is made and effective , 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

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

Furnishing all labor, materials, necessary tools, equipment, supervision, appurtenances, construction permits, utility owner coordination, and all utility and transportation services required for; Construction of a community park including: Erosion control measures, clearing and grubbing of the existing site; and construction of a playground area, concrete curbing, sidewalk, decomposed granite trails, drainage facilities, landscaping and irrigation, pedestrian lighting, and site amenity improvements including: benches, entry monument, trash receptacles, and other miscellaneous site amenities, all as shown on the construction plans.

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

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

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed

by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual Prime Contractors to the CITY comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within "working" days as defined by the Caltrans Working day calendar <http://www.dot.ca.gov/hq/construc/calendar/2017.pdf>

III. THE CONTRACT SUM

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

IV. PROGRESS PAYMENTS

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

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

V. RETENTION OF SECURITIES

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

VI. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by

the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VII. PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Imperial County. Wage rates shall conform to those posted at www.cityofelcentro.org under the RFP and Bids City website section for this project and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.
 - 8. Section 1776 – Payroll Records

VIII. RECORD AUDIT

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

IX. CERTIFICATIONS

A. Contractor shall have a Class A License.

X. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Architect.

XI. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

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

XII. INSURANCE

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

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

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

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

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with

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

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

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

Builder's risk insurance.
Other provisions or requirements

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

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims.

CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

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

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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

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

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

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

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

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

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

Timely notice of claims. CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's

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

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

XIII. CONTRACTOR'S LICENSE

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

XIV. REGISTRATION REQUIREMENTS [applicable to public works projects]

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

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

CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

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

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

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

XV. 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.

XVI. 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.

XVII. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
 - 1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for

performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVIII. LIQUIDATED DAMAGES

Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the CITY will suffer damage. It is therefore agreed that the CONTRACTOR shall pay to the CITY the sum of five hundred dollars (\$500) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

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

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

XIX. COMPONENT PARTS OF THE CONTRACT

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

Notice Inviting Bids
Scope of Summary
Information for Bidders
Bid Form

Proposed Subcontractors
Bid Bond
Information Required of Bidder
Contract

Non-Collusion Affidavit
 Site Visit Certification
 Faithful Performance Bond
 Labor and Materials Payment Bond
 General Conditions
 Supplementary General Conditions
 Special Conditions
 Project Construction Schedule

Certificate Re. Worker's Compensation
 Drug-free Workplace Certification
 Plans and Specifications
 Addenda
 Drawings
 Change Orders
 Shop Drawings Transmittals
 Contractor's Certificate Regarding Non-Asbestos Containing Materials

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

XX. ENTIRE CONTRACT

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

CONTRACTOR

CITY

City of El Centro

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENTS:

Non-collusion Affidavit
 Faithful Performance Bond
 Labor and Materials Bond

PERFORMANCE BOND

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

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

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

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

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

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

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

(SEAL)

(SEAL)

(CONTRACTOR)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

- END OF PERFORMANCE BOND -

Attachment: Plank Park Final Specifications - Vol 1 00028641 (2384 : Plank Park plans and specs)

PAYMENT BOND

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

Whereas, Under the terms of the Agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of El Centro to secure the claims to which reference is made in Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, the principal and the undersigned as corporate surety, are held firmly bound unto the City of El Centro and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the Agreement and referred to in Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code in the sum of _____ dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of El Centro in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

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

(SEAL)

(SEAL)

(CONTRACTOR)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

- END OF PAYMENT BOND -

- END OF CONTRACT DOCUMENTS -

Attachment: Plank Park Final Specifications - Vol 1 00028641 (2384 : Plank Park plans and specs)

GENERAL CONDITIONS

Attachment: Plank Park Final Specifications - Vol 1 00028641 (2384 : Plank Park plans and specs)

GENERAL CONDITIONS

ARTICLE1 -- 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.
WORKING DAY MEANS -

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
 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 Year's 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 re-assumption 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 NOT USED

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 NOT USED

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
- Public notification flyers
- Traffic control plans
- Portland cement concrete design mix
- Pedestrian and area light standards
- Lighting control and operation equipment
 - Main electrical panel must be approved by IID prior to purchasing and installation
- Wood Fibar Mulch
- Playground equipment
- Park monument sign
- Pre-emergent herbicide(s)
- Inorganic soil amendments, fertilizers, and chemicals
- Plant materials: shrubs, and ground covers – photographs from nursery
- Ancillary landscape material and support accessories called for on the Plans
- Irrigation
 - Controllers, enclosures, and control wiring conductors
 - Water flow controls, sensors, and shut-off devices
 - Valves, valve boxes, and accessories
 - Piping, PVC sleeving, and solvent weld adhesives called out on the Plans and in these Special Provisions
 - Sprinklers, heads, assemblies, and subsurface watering devices
 - Ancillary irrigation materials and accessories necessary to complete the installation
- Hardscape & Street Furniture
 - Benches
 - Trash/recycling receptacles

- Related mock-ups, shop drawings, and material samples

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.

6.26.11 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. 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 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. Nondirect labor costs including the superintendent, Project manager and other labor identified in 11.3.7.1 shall be considered part of the overhead markup identified in this Article.

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

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

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

11.3.3.3 Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.

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

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

11.3.4 Equipment - CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under

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

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

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

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

11.3.5 Rental Equipment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.4 COSTS RELATING TO WEATHER DAMAGE

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

11.5 WRITTEN JUSTIFICATION SUBSTANTIATING ADJUSTMENT

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

11.5.2 Cost and Time Notice Requirements - Notice of the amount of the request for adjustment in cost and/or time with supporting data shall be delivered within fourteen (14) Days

after such start of occurrence, unless CONSTRUCTION MANAGER allows an additional period of time to ascertain more accurate data in support of the request.

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

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

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

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

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

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

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

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 GENERAL

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

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

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

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

12.3 CRITERIA FOR DETERMINING ADJUSTMENTS IN CONTRACT TIME

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

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

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

12.4 TIME ONLY ENTITLEMENT

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

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

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

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

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

13.1 TESTS AND INSPECTIONS

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

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

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

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

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

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

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

13.2 CONTRACTOR INSPECTION AND TESTING RESPONSIBILITY

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

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

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

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

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

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

Civil Engineering Inspections/Reviews

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

13.3 COVERING WORK TO BE INSPECTED

13.3.1 Covered Work Prior To Inspection Or Testing - If any WORK (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSTRUCTION MANAGER, it must, when requested by CONSTRUCTION MANAGER, be uncovered for inspection. CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, unless CONTRACTOR has given CONSTRUCTION MANAGER and/or agencies timely notice of CONTRACTOR's intention to cover the same, and CONSTRUCTION MANAGER has not acted with reasonable promptness in response to such notice.

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

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

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

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

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

13.5 CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

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

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

13.5.3 OWNER May Correct Defective Work

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

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

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

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

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

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

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

13.6 WARRANTY AND GUARANTEE

13.6.1 General - CONTRACTOR warrants and guarantees to OWNER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to OWNER or CONSTRUCTION MANAGER shall be given to CONTRACTOR. All

Defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13. Defective Work may be rejected even if approved by prior inspection.

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

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

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

13.7 EXTENDED WARRANTIES AND GUARANTEES - OWNER may at its sole discretion extend the one (1) year warranty period up to twenty-four (24) months, in which case CONTRACTOR shall maintain the warranties and guarantees. If such extension of the one (1) year warranty period causes an increase in the cost of the warranties and guarantees provided by CONTRACTOR, an adjustment in Contract Price shall be made as provided by the Contract Documents.

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

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 BASIS FOR PAYMENT

14.1.1 Lump Sum Items

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

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

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

14.1.2 Unit Priced Items

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

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

14.1.2.3 Certified Weight - When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by CONSTRUCTION MANAGER, on a completely automated weighing and recording system. CONTRACTOR shall furnish CONSTRUCTION MANAGER with duplicate licensed weighmaster's certificates showing the actual net weights.

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

14.2 PAYMENT

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

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

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

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

14.3 APPLICATION FOR PROGRESS PAYMENT

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

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

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

14.3.4 Retention - A retention of five (5) percent of each approved progress payment will be withheld until the work is fifty (50) percent complete; then OWNER may, at its option, refund that portion of retainage held by OWNER that is in excess of five (5) percent of the total of the

WORK done to date and thereafter continue to retain five (5) percent of the value of all approved progress payment requests subsequently submitted. When the Notice of Completion is issued, OWNER at its option, may refund any portion of the remaining retention.

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

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

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

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

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

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

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

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

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

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

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

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

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

14.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

14.9 PARTIAL UTILIZATION AND BENEFICIAL OCCUPANCY

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

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

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

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

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

14.11 FINAL APPLICATION FOR PAYMENT - After CONTRACTOR has completed all of the remaining work items referred to in Article 14, removed all temporary structures and utilities, cleared the site, delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents, and after CONSTRUCTION MANAGER has indicated that the WORK is acceptable, CONTRACTOR may make application for Final Payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers satisfactory to OWNER of all liens arising out of or filed in connection with the WORK. If CONTRACTOR has specific claims outstanding he shall restate these claims by stating the nature of the claim, the basis for entitlement and the estimated value of the claim. CONTRACTOR shall specifically release OWNER from any other claims not renewed.

14.12 FINAL PAYMENT AND ACCEPTANCE

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

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

14.13 LIQUIDATED DAMAGES

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

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

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

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

14.15.1 OWNER - A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled liens, from Defective Work appearing after final inspection pursuant to

Article 14, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

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

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

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

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

ARTICLE 15 -- SUSPENSION OF WORK AND TERMINATION

15.1 SUSPENSION OF WORK BY OWNER - OWNER, acting through CONSTRUCTION MANAGER, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety (90) Days by notice in writing to CONTRACTOR. CONTRACTOR shall resume the WORK on receipt from CONSTRUCTION MANAGER of a notice of resumption of WORK. CONTRACTOR may submit a request for a change in the Contract Price or of the Contract Time, or both, directly attributable to the suspension as provided in Articles 11 and 12.

15.2 ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES

15.2.1 If a discovery is made of an archaeological or paleontological interest, CONTRACTOR shall immediately cease operations in the area of the discovery and shall not continue until

ordered by CONSTRUCTION MANAGER. This suspension of work may exceed the ninety (90) Day limit without creating a CONTRACTOR right to terminate the Agreement. When resumed, operations within the area of the discovery shall be as directed by CONSTRUCTION MANAGER.

15.2.2 Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, fossils or any item with culturally significance.

15.2.3 CONTRACTOR shall be entitled to an extension of time and compensation in accordance with the provisions of the Contract Documents.

15.3 TERMINATION OF AGREEMENT BY OWNER FOR CAUSE

15.3.1 In the event of default by CONTRACTOR, OWNER shall give fourteen (14) Days written notice to CONTRACTOR of OWNER's intent to terminate the Agreement and provide CONTRACTOR opportunity to remedy the conditions constituting the default.

15.3.2 CONTRACTOR Default - It shall be considered a default by CONTRACTOR when CONTRACTOR:

15.3.2.1 Declares bankruptcy, becomes insolvent, assigns its assets for the benefit of its creditors, or is unable to pay debts as they become due;

15.3.2.2 Fails to provide materials or workmanship meeting the requirements of the Contract Documents, and fails to correct the Defective Work as required by Article 13;

15.3.2.3 Disregards or violates provisions of the Contract Documents or CONSTRUCTION MANAGER's instructions;

15.3.2.4 Fails to prosecute the WORK according to the approved progress schedule;

15.3.2.5 Fails to provide a qualified superintendent, competent workers or materials or equipment meeting the requirements of the Contract Documents;

15.3.2.6 Fails to maintain license or insurance.

15.3.3 If CONTRACTOR fails to remedy the conditions constituting default within the time allowed, OWNER may then issue the notice of termination.

15.3.4 In the event the Agreement is terminated in accordance with Article 15, OWNER may take possession of the WORK and may complete the WORK by whatever method or means OWNER may select. The cost of completing the WORK shall be deducted from the balance which would have been due CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, CONTRACTOR shall pay the excess amount to OWNER. If such

cost is less than the balance which would have been due, CONTRACTOR shall not have claim to the difference.

15.4 RIGHTS OF OWNER PRESERVED - Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.5 TERMINATION BY OWNER FOR JUST CAUSE - OWNER may terminate the Contract for just cause at its own discretion or when conditions encountered during the WORK make it impossible or impractical to proceed, or when OWNER is prevented from proceeding with the Agreement by act of God, by law or by official action of a public authority.

15.5.1 Termination for Convenience of OWNER

15.5.1.1 Termination of CONTRACTOR's Performance of WORK - OWNER may terminate, subject to the express terms and conditions set forth below, CONTRACTOR's performance of work under this Agreement, in whole or, from time to time, in part, if OWNER's City Council does not appropriate sufficient monies to fund the Agreement. The City Manager shall terminate on behalf of OWNER by delivering to CONTRACTOR a notice of termination, in writing, specifying the extent of termination and the effective date

15.5.1.2 Notice of Termination - After receipt of the notice of termination, and except as otherwise directed by OWNER's City Manager, CONTRACTOR shall immediately proceed as follows:

15.5.1.2.1 Stop WORK immediately or as specified in the notice;

15.5.1.2.2 Immediately place no further subcontracts for materials, services or facilities, except as necessary to complete any authorized, continued portion of the Agreement;

15.5.1.2.3 Immediately terminate all subcontracts to the extent they relate to the WORK terminated;

15.5.1.2.4 With approval by OWNER's City Manager, settle all outstanding obligations arising from the termination of subcontracts, the approval of which will be final for purposes of this clause;

15.5.1.2.5 As directed by OWNER's City Manager, transfer the title and deliver to OWNER, completed or partially completed drawings, plans, calculations, Specifications and any other documents and records that, if the Agreement has been completed, would be required to be furnished to OWNER;

15.5.1.2.6 Complete performance of the WORK not terminated;

15.5.1.2.7 Take any action that may be necessary, or that OWNER's City Manager may direct, for the protection and preservation of the property related to the Contract Documents that is in the possession of CONTRACTOR and in which OWNER has or may acquire an interest.

15.5.1.3 Removal of CITY Property - CONTRACTOR may request OWNER to remove OWNER's property or enter into an agreement for its storage. Within sixty (60) Days, OWNER will accept title of property and remove it or enter into a storage agreement.

15.5.1.4 Termination Settlement - After termination, CONTRACTOR shall submit a final termination settlement proposal to OWNER's City Manager in the form and with the certification prescribed by OWNER's City Manager. CONTRACTOR shall submit the proposal promptly, but not later than six (6) months from the effective date of termination, unless extended in writing, by OWNER's City Manager upon written request of CONTRACTOR within this six (6) month period. However, if OWNER's City Manager determines that the facts justify it, a termination settlement proposal may be received and acted on after six (6) months or any extension. If CONTRACTOR fails to submit the proposal within the time allowed, OWNER may, in good faith, determine, on the basis of information available, the fair and reasonable amount, if any, due CONTRACTOR as a result of the termination and pay the amount determined. If CONTRACTOR does not agree that the amount determined by OWNER's City Manager is fair and reasonable, and if CONTRACTOR gives notice of such disagreement to OWNER in accordance with this paragraph of the Agreement within thirty (30) Days of receipt of payment, then the amount due shall be as fixed in a court of law.

15.5.1.5 Payment for CONTRACTOR Due to Termination - Subject to the above paragraph, CONTRACTOR and OWNER's City Manager may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, exclusive of costs shown in Paragraph 15.5.1.6.3 below, may not exceed the total dollar amount authorized by OWNER as reduced by (1) the amount of payments previously made; and (2) the Contract Price of work not terminated. The Contract Documents shall be amended, and CONTRACTOR paid the agreed amount. The paragraph below shall not limit, restrict or affect the amount that may be agreed upon to be paid under this paragraph.

15.5.1.6 Failure to Agree on Payment - If CONTRACTOR and OWNER fail to agree on the whole amount to be paid because of the termination of WORK, OWNER shall pay CONTRACTOR the fair and reasonable amounts determined in good faith by OWNER as follows, but without duplication of any amounts agreed above:

15.5.1.6.1 The Contract Price for completed services accepted by OWNER not previously paid for, adjusted for any saving of freight and other charges.

15.5.1.6.2 The total of:

15.5.1.6.2.1 The costs incurred in the performance of the WORK terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs' attributable to services paid or to be paid under Paragraph 15.5.1.6;

15.5.1.6.2.2 The fair and reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Agreement if not included in paragraph above; and

15.5.1.6.2.3 A sum, as profit on the above paragraph determined by OWNER's City Manager to be fair and reasonable under the circumstances; however, if it appears that CONTRACTOR would have sustained a loss on the entire Agreement had it been completed, OWNER shall allow no profit under this paragraph and shall reduce the settlement to reflect the indicated rate of loss.

15.5.1.6.3 The reasonable costs of settlement of the WORK terminated, including:

15.5.1.6.3.1 Accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination of settlement proposals and supporting data;

15.5.1.6.3.2 The termination and settlement of subcontracts (excluding the amounts of such settlements); and

15.5.1.6.3.3 Storage, transportation and other costs incurred, reasonable necessary for the preservation, protection or disposition of property in which OWNER has or may acquire an interest.

15.5.1.7 Dispute of Payment - If CONTRACTOR does not agree that the amount determined by OWNER's City Manager under the paragraph above is fair and reasonable and if CONTRACTOR gives notice of such disagreement to OWNER in accordance with Paragraph 15.5.1.4 of this Contract within thirty (30) Days of receipt of payment, then the amount due shall be as determined in a court of law.

15.5.1.8 Payment for Property Destroyed, Lost Stolen or Damaged - Except to the extent that OWNER expressly assumed the risk of loss, OWNER's City Manager shall exclude from the amounts payable to CONTRACTOR under Paragraph 15.5.1.6 above, the fair value, as determined by OWNER's City Manager, of property that is destroyed, lost, stolen or damaged so as to become undeliverable to OWNER.

15.5.1.9 Determination of Amount Due CONTRACTOR - In arriving at the amount due CONTRACTOR under this clause, there shall be deducted:

15.5.1.9.1 All unliquidated advance or other payments to CONTRACTOR under the terminated portion of this Agreement;

15.5.1.9.2 Any claim which OWNER has against CONTRACTOR under this Agreement; and

15.5.1.9.3 The agreed price for, or the proceeds of sale of, materials, supplies or other things acquired by CONTRACTOR or sold under the provisions of this clause and not recovered by or credited to OWNER.

15.5.2 Partial Termination - If the termination is partial, CONTRACTOR may file a proposal with OWNER's City Manager for an equitable adjustment of the price(s) of the continued portion of the Agreement. OWNER shall make any equitable adjustment agreed upon. Any proposal by CONTRACTOR for an equitable adjustment under this clause shall be requested within ninety (90) Days from the effective date of termination unless extended, in writing, by OWNER's City Manager.

15.5.2.1 Partial Termination Payment - OWNER may, under the terms and conditions it prescribes, make partial payment and payments against costs incurred by CONTRACTOR for the terminated portion of the Agreement if OWNER's City Manager believes the total of these payments will not exceed the amount to which CONTRACTOR will be entitled. If the total payments exceed amount finally determined to be due, CONTRACTOR shall repay the excess to OWNER upon demand, together with interest. Interest shall be at a rate of six (6) percent per annum compounded daily and shall be computed for the period from the date the excess payment is received by CONTRACTOR to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in CONTRACTOR's termination settlement proposal because of retention or disposition, or a later date determined by OWNER's City Manager because of the circumstances.

15.5.5.3 Records and Documents Relating to Termination - Unless otherwise provided in the Agreement or by statute, CONTRACTOR shall maintain all records and documents relating to the terminated portion of this Agreement for three (3) years after final settlement. This includes all books and other evidence bearing on CONTRACTOR's costs and expenses under this Agreement. CONTRACTOR shall make these records and documents available to OWNER, at CONTRACTOR's office, at all reasonable times, without any direct charge. If approved by OWNER's City Manager, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

15.6 TERMINATION OF AGREEMENT BY CONTRACTOR - CONTRACTOR may terminate the Agreement upon ten (10) Days written notice to OWNER, whenever:

15.6.1 the WORK has been suspended under the provisions of Article 15, for more than ninety (90) consecutive Days through no fault or negligence of CONTRACTOR, and notice to resume work or to terminate the Agreement has not been received from OWNER within this time period; or,

15.6.2 OWNER should fail to pay CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within ninety (90) Days after presentation to CONSTRUCTION MANAGER by CONTRACTOR of a request therefor, unless within said ten (10) Day period OWNER shall have remedied the condition upon which the payment delay was based.

15.6.3 In the event of such termination, CONTRACTOR shall have no claims against OWNER except for those claims specifically enumerated in Article 15, herein, and as determined in accordance with the requirements of said paragraph.

ARTICLE 16 - DISPUTES

16.1 GENERAL - All claims, counterclaims, disputes and other matters in question arising under, or relating to, the Contract Documents and/or the breach thereof shall be processed in accordance with the provisions of this Article and are subject to audit by OWNER's internal audit staff in accordance with Article 17.

16.2 REQUESTS FOR CHANGE

16.2.1 CONTRACTOR's Right To Request a Change - In accordance with Articles 11 and 12, CONTRACTOR may request a change in the Contract Price or an extension of the Contract Time. Such a request shall be in writing, and shall be delivered to CONSTRUCTION MANAGER within the time periods outlined in Articles 11 and 12.

16.2.2 Initial Determination - CONSTRUCTION MANAGER shall make an initial determination on CONTRACTOR's request in writing, within twenty (20) working Days of receipt of the requested supporting data.

16.2.3 CONTRACTOR Appeal and Claim - Should CONTRACTOR disagree with CONSTRUCTION MANAGER's initial determination, CONTRACTOR may file a Claim requesting a final determination from CONSTRUCTION MANAGER. Such a request shall be in writing, and shall be delivered within twenty (20) working Days after receipt of CONSTRUCTION MANAGER's initial determination, and after certifying his Claim in accordance with Paragraph 16.3.

16.2.4 Waiver Of Rights - Failure of CONTRACTOR to notify CONSTRUCTION MANAGER and deliver supporting data in accordance with the time periods outlined above or failure to respond to CONSTRUCTION MANAGER's initial determination within the time period outlined in this paragraph, shall be deemed to be a waiver of objection or right to further Claim of this matter.

16.3 CLAIMS

16.3.1 Definition of Claim - A Claim means a written demand by CONTRACTOR seeking an adjustment in Contract Price and payment of monies so due, an extension or shortening in Contract Time, or other relief arising under or relating to the Agreement following denial of CONTRACTOR's request for a CONSTRUCTION MANAGER's initial determination. A written demand by CONTRACTOR seeking the payment of money or an extension of time is not a Claim under this Article until certified as required below. A voucher, invoice or other routine Application for Payment that is not in dispute when submitted, is not a Claim under this Article.

16.3.2 Claim Arising Under The Agreement - A Claim arising under the Agreement, unlike a Claim relating to the Agreement, is a Claim that can be resolved under an Agreement provision that provides for or excludes the relief sought by the claimant. Such Claims shall be resolved under the applicable provisions of the Agreement.

16.3.3 Period Of Claim - For any Claim under this Article to be valid, it shall be based upon written notice delivered by CONTRACTOR to CONSTRUCTION MANAGER promptly, but in no event later than twenty (20) working Days, after receipt of CONSTRUCTION MANAGER's initial determination as outlined in Paragraph 16.2. The responsibility to substantiate Claims shall rest with the party making the Claim.

16.3.4 Claim Certification Requirements - For all CONTRACTOR Claims seeking an increase in Contract Price or Contract Time, CONTRACTOR shall submit with the Claim an affidavit certifying that:

16.3.4.1 Claim Made In Good Faith - The Claim is made in good faith, and the amount claimed 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 occurrence of the claimed event;

16.3.4.2 Cost And Pricing Data - Supporting cost and pricing data are current, accurate, complete and represent the best of CONTRACTOR's knowledge and belief; and,

16.3.4.3 CONTRACTOR's Agent - If CONTRACTOR is an individual, the affidavit shall be executed by that individual; if CONTRACTOR is not an individual, the affidavit shall be executed by a senior company official in charge at CONTRACTOR's plant or location involved or a responsible officer or general partner of CONTRACTOR.

16.3.5 Progress Schedule Analysis - All Claims for time shall be supported by an analysis of the CPM Progress Schedule detailing the impact of the claimed work on specific impacted schedule activities.

16.4 CLAIM RESOLUTION PROCESS

16.4.1 CONTRACTOR Claim - CONTRACTOR must submit his Claim certification and request for CONSTRUCTION MANAGER's Final Determination to OWNER within twenty (20) working Days of receipt of CONSTRUCTION MANAGER's initial determination.

16.4.2 CONSTRUCTION MANAGER Final Determination - CONSTRUCTION MANAGER must make a final written determination within twenty (20) working Days after receipt of CONTRACTOR's certified Claim and written request for a final determination.

16.4.3 CONTRACTOR Notice - Should CONTRACTOR disagree with CONSTRUCTION MANAGER's final determination, CONTRACTOR must submit a written request for a settlement meeting with OWNER to CONSTRUCTION MANAGER within fifteen (15) working Days.

16.4.4 Settlement Meeting - Within fifteen (15) working Days of receipt of CONTRACTOR's request for settlement meeting, OWNER will schedule a settlement meeting with CONTRACTOR's representative. This meeting will be an opportunity for CONTRACTOR to

explain his Claim to OWNER. If a settlement agreement cannot be reached, OWNER will proceed to make his written determination.

16.4.5 OWNER Written Determination - OWNER shall make a written determination within twenty (20) working Days after the settlement meeting. OWNER's determination shall be final and binding on CONTRACTOR unless CONTRACTOR notifies OWNER and CONSTRUCTION MANAGER in writing of his objection within fifteen (15) working Days after receipt of OWNER's determination. Failure to give notice of objection within said fifteen (15) working Days period shall be deemed to be a waiver of his right to pursue the Claim.

Notwithstanding anything to the contrary, the following provisions shall apply regarding claims:

As set out in Public Contract Code Section 9402, this provision 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 the City of El Centro.

(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.

(2) (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.

(B) 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.

(3) 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.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) 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.

(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.

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 -

Attachment: Plank Park Final Specifications - Vol 1 00028641 (2384 : Plank Park plans and specs)

SUPPLEMENTARY GENERAL CONDITIONS

Attachment: Plank Park Final Specifications - Vol 1 00028641 (2384 : Plank Park plans and specs)

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 seventy (70) Working Days after the commencement date stated in the Notice to Proceed.

SGC-4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES

In the preparation of the Contract Documents, DESIGN CONSULTANT has relied upon:

- A. The following reports of explorations and tests of subsurface conditions at the site of the WORK:
 - 1. Report dated _____, prepared by _____.
 - A. Copies of these reports and drawings may be examined at the City of El Centro, 1275 West Main Street, El Centro, CA during regular business hours. As provided in Paragraph 4.2 of the General Conditions and as identified and established above, CONTRACTOR may rely upon the accuracy of all information contained in these reports and certain aspects of the drawings which are incorporated in the Contract Documents by reference. 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.

SGC-5.1 PERFORMANCE AND OTHER BOND AMOUNTS

CONTRACTOR shall furnish a satisfactory Performance Bond in the amount of one hundred (100) percent of the Contract Price and a satisfactory Payment Bond in the amount of one hundred (100) percent of the Contract Price.

SGC-5.2.2 CONTRACTOR shall provide the types and amounts of insurance as set out in the Agreement:

SGC-5.2.3 HOLD HARMLESS – as set out in the Agreement – do you specifically need a hazardous materials indemnification added?

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 two thousand three hundred dollars (\$2,300) for every calendar Day that expires in excess of the time specified for final completion of the WORK.

END OF SUPPLEMENTARY GENERAL CONDITIONS

Attachment: Plank Park Final Specifications - Vol 1 00028641 (2384 : Plank Park plans and specs)

SECTION 200	ROCK MATERIALS	2
SECTION 201	CONCRETE, MORTAR, AND RELATED MATERIALS	2
SECTION 212	WATER AND SEWER SYSTEM VALVES AND APPURTANCES	3
SECTION 213	ENGINEERING GEOSYNTHETICS	3
SECTION 300	EARTHWORK.....	4
SECTION 301	SUBGRADE PREPARATION, TREATED MATERIALS AND PLACEMENT OF BASE MATERIALS.....	6
SECTION 303	CONCRETE AND MASONRY CONSTRUCTION	7
SECTION 306	OPEN TRENCH CONDUIT CONSTRUCTION.....	7
SECTION 314	TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS.....	8
SECTION 700	MATERIALS	10
SECTION 701	CONSTRUCTION	14
SECTION 703	PAYMENT.....	16
SECTION 800	MATERIALS	17
SECTION 801	INSTALLATION	20
SECTION 900	NON-GREENBOOK STANDARD SPECIFICATIONS AS INCLUDED AND AMENDED.....	26
SECTION 901	BENCH	26
SECTION 902	32 GALLON TRASH RECEPTACLE	27
SECTION 903	PLAYGROUND STRUCTURE	28
SECTION 904	PLAYGROUND WOOD FIBER SURFACING	30
SECTION 905	PARK MONUMENT SIGN.....	33
SECTION 906	STABILIZED DECOMPOSED GRANITE PATH	37
APPENDIX A	GEOTECHNICAL REPORT	38
APPENDIX B	SOILS REPORT.....	39
APPENDIX C	IID SPECIFICATIONS.....	40

CITY OF EL CENTRO
SPECIAL PROVISIONS

PLANK PARK

AMENDMENTS TO THE “2015 GREENBOOK”

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

PART 2 CONSTRUCTION MATERIALS

SECTION 200 ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS

200-2.1 General. ADD the following:

Aggregate base shall be either recycled Class 2 Aggregate Base or Class 2 Aggregate Base per Caltrans Standard Specification, Section 26: Aggregate Bases, Subsection 26-1.02A, $\frac{3}{4}$ " maximum size, except as modified herein.

SECTION 201 CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1.4 Concrete Specified By Compressive Strength. ADD the following:

Curb ramps (all types), hardscape and all other concrete surface improvements not specified in the Plans or these Special Provisions shall attain a minimum compressive strength of 4,000 psi at 28 days.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.4 Type “A” Sealant (Two-Part Polyurethane Sealant). ADD the following:

All finished concrete surfaces, unless otherwise noted, shall have a $\frac{1}{2}$ " continuous expansion joint at locations indicated on the Plans and shall be located either parallel to perpendicular to the curb line, where applicable.

Contractor shall provide joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.

Contractor shall submit product data from the manufacturer of each joint sealant product required, including instructions for joint preparation and joint sealer application. Contractor shall also submit samples for initial selection purposes in form of manufacturer's standard bead samples, consisting of strips of actual products showing full range of colors available, for each product exposed to view. Samples shall be submitted to Engineer. Submit complete schedule of type (and location where type is to be used) of each sealant.

Contractor shall engage an experienced installer who has completed joint sealant applications similar in material, design and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.

Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

Provide color selections made by Engineer from manufacturer's full range of standard colors for products of type indicated.

Joint sealants shall be multi-component polyurethane sealant. Except as otherwise indicated, provide manufacturer's standard, non-modified, 2-or-more-part, polyurethane-based, elastomeric sealant; complying with either ASTM-C-920-87, Type M, Grade P, Class 25, or FS TT-S 0227E Class A, non-sag, Type II.

Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

Plastic foam joint fillers shall be preformed, compressible, resilient, non-staining, non-waxing, non-extruding strips of flexible plastic foam either open-cell polyurethane foam or closed-cell polyethylene foam, subject to approval of sealant manufacturer, for cold-applied sealants only.

Polystyrene foam is not acceptable.

SECTION 212 WATER AND SEWER SYSTEM VALVES AND APPURTANCES

212-7 BACKFLOW PREVENTION DEVICES

ADD the following Subsection:

212-7.4 Backflow Assembly Enclosure

The Contractor shall install the irrigation backflow preventer assembly as specified in the Plans and in accordance with manufacturer's specifications and the Contract Documents. Exact location and positioning shall be approved by the Engineer.

SECTION 213 ENGINEERING GEOSYNTHETICS

ADD the following Section:

213-6 EROSION CONTROL SPECIALTIES

213-6.1 Compost Filter Soxx (Temporary Fiber Roll)

FILTREXX COMPOST FILTER SOXX or approved equal shall be used for temporary erosion control as indicated on the Plans.

CITY OF EL CENTRO

SPECIAL PROVISIONS

PLANK PARK

AMENDMENTS TO THE "2015 GREENBOOK"

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

PART 3 CONSTRUCTION METHODS**SECTION 300 EARTHWORK****300-1 CLEARING AND GRUBBING****300-1.1 General.** ADD the following:

Clearing and grubbing shall also include the 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.

ADD the following to the third paragraph:

During surface clearing operations, the Contractor shall not cover or bury any plant material or other objectionable materials. If the Contractor cannot successfully separate the plant material from the surface soil and advertently or inadvertently mixes organic or other objectionable materials with the soil, the soil so contaminated shall be removed from the site by the Contractor. All costs associated with removing and disposing of the soil mixed with organic or other objectionable materials and importing of soil to replace said contaminated soil shall be borne by the Contractor and no additional payment shall be made therefor.

ADD the following, in addition to the above items:

Clearing and Grubbing shall also include, but not be limited to, the following items as shown on the Plans or specified in these Special Provisions:

Clearing for and providing temporary graded driveways and continuing maintenance thereof to provide for safe, smooth, stable and continuous all weather access to all residences within the project area and as directed by the Engineer.

Minor grading for swales and drainage control.

Dust control throughout the duration of the project conforming to 7-8, Work Site Maintenance.

Progressive clean-up and maintenance of project appearance.

Control of water and dewatering during construction.

Clean-up of project area upon completion of the Work. Disturbed areas beyond the limits of grading within the park shall be restored to existing conditions.

Providing and maintaining, throughout the duration of construction, perimeter chain link fencing. Perimeter chain link fencing shall be 6' in height and shall include fabric screening and lockable access gates.

Removing and disposing of interfering portions of, making modifications to, and maintaining existing private or public irrigation and sprinkler systems in working order. This includes water supply, water distribution, electrical supply, and electrical control elements of the existing sprinkler system.

Removing existing street signs and other miscellaneous signs that are in conflict with construction and replacing/relocating them at new locations per Plan or salvaging as directed by the Engineer.

Protection of all existing structures and improvements which fall within or are adjacent to the limits of work specified under this Contract in accordance with Section 7-9 of the Standard Specifications.

Removal and salvage/disposal of miscellaneous items such as utility boxes and covers, utility poles, posts, interfering portions of irrigation, water, sewer and storm drain pipes, fences, shade structures, concrete pads, restroom facilities, foundations, recreational equipment, and lighting fixtures.

Removal and disposal of interfering portions of abandoned utility lines and structures.

Installation, maintenance, and removal of fences, temporary fences, and gates as shown on the Plans and/or for the Contractor's convenience.

Removal and disposal of any additional items not specifically mentioned which may be found within the work limits as directed by the Engineer.

Removal and disposal/ recycling of existing concrete pedestrian ramps, sidewalk, curb and gutter, driveways, slabs, and curbs which may be found within the work limits as directed by the Engineer.

Sawcutting and removal/ recycling of asphalt concrete and aggregate base course.

Milling of asphalt pavement.

Removal and disposal/salvaging of site furnishings.

If the Contractor encounters hazardous waste as defined by Section 25117 of the Health and Safety Code the Contractor shall immediately notify the Engineer in writing and shall have its Safety Representative prepare a Health and Safety Plan (HSP) in accordance with all applicable Federal and State laws, regulations, and standards for the safe removal, handling, and legal disposal of said material. Said Plan shall be submitted to the Engineer within three (3) days of the discovery by Contractor of such materials. If hazardous material is encountered, the preparation of the Health and Safety Plan (HSP) and disposal of the hazardous material shall be paid for in accordance with Section 3-3, "Extra Work", of the Standard Specifications.

The Contractor shall consult with a state certified pest control advisor and state certified pesticide applicator to determine the appropriate systematic preemergent to utilize for the foliar application in a native Sonoran Desert restoration.

Preemergent shall be as designated in accordance with the requirements herein. Preemergent shall be herbicides and pesticides used in their appropriate applications with strict adherence to manufacturer's specifications and instructions.

Contractor shall submit herbicide and pesticide material data sheet of chemical properties, components, and application process to the Engineer for approval prior to application. Submittal shall conform to guidelines on the plans and in these Special Provisions.

300-1.2 Preservation of Property. ADD the following:

The Contractor shall protect utility facilities relocated prior to or during construction of the Work.

300-1.4 Payment. DELETE and REPLACE with the following:

Payment for "**Clearing and Grubbing**" shall be made at the contract lump sum price paid as shown on the Bid Schedule and shall include full compensation for all work within the Project Site. No other payments shall be made therefor.

Payment for “**Temporary Construction Fence**” shall be made at the contract unit price paid as shown on the Bid Schedule and shall include full compensation for all work within the Project Site. No other payments shall be made therefor.

Payment for the removal, relocation, and capping of water service laterals, non-hazardous irrigation systems and all other water system appurtenances shall be included in the contract lump sum price paid for “**Clearing and Grubbing**” which shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved in the removal, relocation, and capping of existing water and non-hazardous irrigation systems as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Payment for the removal, adjustment, relocation, and salvaging of existing signage and the removal of existing pavement markings shall be included in the contract lump sum paid for “**Traffic Control**” and no additional compensation will be made therefor.

300-2 UNCLASSIFIED EXCAVATION.

300-2.1 General. DELETE the first paragraph and ADD the following:

Unclassified excavation shall consist of making all cuts and fills to the lines and grades shown on the Plans, stockpiling of suitable material, transport, subgrade preparation, placement of stockpiled material to its ultimate location, all mixing, moisture conditioning, and compaction of stockpile and fill material per the geotechnical recommendations, fine grading, import of fill material, and export of excess material to a legal site. Unclassified excavation shall meet the guidelines as described in the project Geotechnical Report found in Appendix A.

300-2.9 Payment. DELETE and REPLACE with the following:

Payment for “**Unclassified Excavation**” shall be made at the contract unit price paid as shown on the Bid Schedule and shall include all Work within the Project site, including full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in Unclassified Excavation and no other payments shall be made therefor.

For progress payments, the percentage of “**Unclassified Excavation**” completed shall be estimated by the Engineer. The Engineer's percentage of Unclassified Excavation completed shall be considered the definitive determinant for quantities for progress and final payments.

Payment for “**Unclassified Excavation**” shall include all costs for salvaging clean and suitable material and filling areas to the required grades and cross sections, transport, placement, water, rework of compressible soils, slope rounding, grading, stockpiling, matching existing grades, construction of transitions, and grading of earthen swales and drainage channels as shown on the drawings or required by the contract documents.

Payment for unclassified fill (per section 300-4) shall be included in the contract unit price paid for “**Unclassified Excavation**” and no additional payment will be made therefor.

ADD the following section:

300-2.10 Grading Tolerance.

The Contractor shall finish excavated areas other than slopes and subgrade below structures, within the sidewalk areas within 0.1' of the grades shown on the plans. Subgrade tolerances for these areas shall conform to the requirements of section 301-1.4.

SECTION 301 SUBGRADE PREPARATION, TREATED MATERIALS AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.7 Payment. DELETE and REPLACE the first paragraph with the following:

Payment for preparing a subgrade including but not limited to removal, replacement, scarify, moisture condition, and compaction of subgrade materials in accordance with these Special Provisions shall be considered as included in the work for which the subgrade is prepared.

SECTION 303 CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURB AND SIDEWALK

303-5.1 Requirements.

303-5.1.1 General. MODIFY as follows:

The first sentence of the second paragraph of section 303-5.1.1 to read: the minimum thickness of sidewalks shall be 4 inches.

303-5.9 Measurement and Payment. ADD the following:

Payment for “**Construct Concrete Sidewalk (4” Thick with 4” Sand Sub-Base per EC-400)**”, “**Construct Concrete Turndown at Playground**” and “**Construct Playground Accessibility Concrete Ramp**” shall be made at the contract unit prices paid as shown on the Bid Schedule and shall include full compensation for all labor, materials, tools, equipment, concrete, subgrade preparation, finishing, curing, reinforcement, incidentals, and for doing all work involved in providing the Work as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be made therefor.

SECTION 306 OPEN TRENCH CONDUIT CONSTRUCTION

306-3 TRENCH EXCAVATION

306-3.4 Minimum and Maximum Pipe Zone Trench Width.

ADD the following:

The work covers trench excavation, installation and backfill of polyvinyl chloride (PVC) pipe, irrigation conduit, other conduits of any type, and other appurtenant work.

Open excavations on the Project Site shall be either backfilled by the end of each work day or secured with steel plates or temporary 6’ chain link fence as approved by the Engineer.

306-6 BEDDING

306-6.2 Bedding for Narrow Trenches.

DELETE the second sentence of the third paragraph and REPLACE with the following:

The pipe (conduit) shall be placed on at least four inches of bedding below the pipe. Full compensation for this bedding material and work shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

306-6.5 Placement and Compaction.

306-6.5.1 General. DELETE and REPLACE the first sentence of the first paragraph with the following:

The material in the bedding zone shall be placed and compacted mechanically.

DELETE the third paragraph and REPLACE with the following:

The ponding or jetting of pipe bedding is not allowed.

306-12 BACKFILL

306-12.1 General. MODIFY as follows:

References to Relative Compaction for trench backfill shall be deleted and the following provision shall be substituted therefor:

All trench backfill material shall be per the City of El Centro requirements.

All trench backfill material within the street right-of-way shall consist of material having a Sand Equivalent of 20 or greater. This requirement applies to all conduits of any type installed in the right-of-way including those for utility companies that may have a different backfill specification.

The Contractor shall install detectable underground utility marking tape above each or, in the case of bundled underground conduit of the same type, the upper underground conduit being installed by the open trench method. The type and color of detectable underground utility marking tape shall be as shown on the Plans.

306-12.2 Backfill for Narrow Trenches. ADD the following:

References to Relative Compaction for trench backfill shall be deleted and the following provision shall be substituted therefor.

306-12.3 Mechanically Compacted Trench Backfill

306-12.3.2 Compaction Requirements. DELETE this section and REPLACE with the following:

The Contractor shall compact trench backfill to a minimum of 90 percent relative compaction except that in the top 12" of the street right-of-way sub-grade compaction shall be 95 percent.

306-12.4 Jetted Trench Backfill. DELETE this section.

306-15 PAYMENT

306-15.1 General

REMOVE and REPLACE the first sentence with:

Payment for pipe and conduit shall be considered as included in the work for which the conduit is required.

REMOVE and REPLACE 306-15.1c with:

Payment for removal and disposal of abandoned conduits and structures shall be included in the lump sum price paid for "**Clearing and Grubbing**" and no additional payment will be made therefor.

ADD the following:

There shall be no additional payments or deductions for variations in the trench excavation width.

There shall be no direct payment for trench temporary and/or permanent pavement resurfacing.

SECTION 314 TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

ADD the following section:

314-6 TEMPORARY TRAFFIC SIGNING

314-6.1 General.

The Contractor shall provide and install all temporary traffic control signs, markers, markings, and delineators at locations shown on plans and specified herein.

ADD the following section:

314-6.2 Maintenance of Temporary Traffic Signs.

If temporary traffic signs are displaced or overturned, from any cause, during the progress of the work, the Contractor shall immediately replace the signs in their original approved locations. The Contractor shall maintain all temporary traffic signs used in the Work in a clean, reflective and readable condition. The Contractor shall replace or restore graffiti marked temporary traffic signs and posts within 24 hours of discovery.

ADD the following section:

314-6.3 Measurement and Payment.

Payment for “**Traffic Control**” shall be made at the contract lump sum price paid as shown on the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved including, but not limited to, preparing and submitting traffic control plans for approval, applying, installing, maintaining, relocating, and removing temporary traffic pavement markers, channelizers, signing, railing (type K), crash cushions and appurtenances, arrow boards, and flaggers, and for furnishing and installing permanent traffic control signage and striping, complete in place, as shown on the Plans, as specified in the Standard Specification and these Special Provisions, and as directed by the Engineer and no additional payment will be made therefor.

The preparation, materials, printing, and distribution of all notifications shall be included in the contract price bid for Traffic Control and no additional payment shall be made therefor.

**CITY OF EL CENTRO
SPECIAL PROVISIONS**

PLANK PARK

AMENDMENTS TO THE “2015 GREENBOOK”

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

PART 7 STREET LIGHTING SYSTEMS

SECTION 700 MATERIALS

700-1 EXTERIOR LIGHTING

700-1.0 Quality Assurance

Comply with the following codes and standards:

1. *National Electrical Code (NEC)* for components and installation.
2. AASHTO LTS-5 Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, including interim revisions,
3. International Building Code
4. ASCE-7, Minimum Design Loads for Buildings and Other Structures
5. The national Energy Policy Act and Energy Star requirements for lighting products.

Provide luminaires listed and labeled by a nationally recognized testing laboratory (NRTL) for the application, installation condition, and the environments in which installed.

Use manufacturers that are experienced in manufacturing poles, luminaires, lamps and ballasts similar to those indicated for this Project and have a record of successful in-service performance.

700-1.1 Service Conditions

International Building Code and ASCE 7 design wind conditions:

1. Exposure Category: C
2. Basic Wind Speed: 90 mph (3-second gust at 33 ft above ground, mean recurrence interval of 50 years)
3. Importance Factor: 1.00.

Maximum solar heat gain: 110 W/sq ft.

700-1.2 Submittals

Submit the following in accordance with project submittal procedures.

1. Catalog Data: Submit catalog data describing poles, luminaires, lamps, ballasts, and pole and luminaire finishes. Include data substantiating that materials comply with specified requirements. Arrange data for luminaires in the order of luminaire designation.
2. Performance Curves/Data: Submit certified photometric data for each type of luminaire.
3. Shop Drawings: Submit manufacturer's drawings for non-standard luminaires.
4. Maintenance Data: Submit maintenance instructions for inclusion in the operations and maintenance manuals.

5. Warranties: Submit warranties for light emitting diode (LED) luminaires.

700-1.3 Extra Materials

Furnish the following extra materials matching products installed. Package with protective covering for storage and identify with labels describing contents.

1. LED Luminaires: 5 percent of quantity of LED luminaires of each type, but no fewer than two of each type.
2. Lenses, Diffusers, Covers, Globes, and Guards: 1 percent of quantity of each type, but not less than one of each type.
3. Photoelectric Relays: 5 percent of quantity of photoelectric relays of each type, but not less than two of each type.
4. Fuses: 5 percent of quantity of fuse of each type, but not less than two of each type.

700-1.4 Receiving, Storing and Protecting

Receive, inspect, handle, and store products according to the manufacturer's written instructions and NECA/IESNA 501, Recommended Practice for Installing Exterior Lighting Systems.

700-1.5 Product Options and Substitutions

Alternate products may be accepted; follow substitution procedures.

700-1.6 Finishes

Furnish luminaires, poles, and accessories with finishes as scheduled that are resistant to fading, chalking, and other changes due to aging and exposure to heat and ultraviolet light. Acceptable finishes for metals are:

1. Hot-dipped galvanized steel: ASTM A 123/A 123M.
2. Brushed natural aluminum
3. Anodized aluminum: AAMA 611, Anodized Architectural Aluminum, Class I.
4. Powder coated aluminum: Fluorocarbon polymer powder coating per AAMA 2605, Superior Performing Organic Coatings over chrome phosphate conversion coated aluminum.
5. Powder coated steel: Fluorocarbon polymer powder coating per AAMA 2605, Superior Performing Organic Coatings over zinc phosphate conversion coated shot-blasted steel.

Reject luminaires, poles, and accessories with finish having runs, streaks, stains, holidays and defects.

Replace luminaires, poles, and accessories showing evidence of yellowing, fading, chalking, and other changes indicating failure during warranty period.

Use stainless steel for exposed hardware.

700-1.7 Exterior Luminaires - General

Luminaires shall be NRTL-listed as conforming to UL 1598 - *Luminaires*.

Photometric characteristics shall be based on IESNA approved methods for photometric measurements performed by a recognized photometric laboratory.

There shall be no light emitted above a horizontal plane through the lowest light-emitting part of the luminaire.

Luminaire housing shall be primarily metal.

1. Metal parts shall be free from burrs and sharp corners and edges.

2. Sheet metal components shall be fabricated from corrosion-resistant aluminum, formed and supported to prevent sagging and warping.
3. Exposed fasteners: Stainless steel.

Doors and frames shall be smooth operating and free from light leakage under operating conditions. Doors, frames, lenses and diffusers shall be designed to prevent accidental falling when secured in the operating position.

Provide lenses, diffusers, covers and globes as scheduled on the Drawings fabricated from materials that are UV stabilized to be resistant to yellowing and other changes due to aging or exposure to heat and ultraviolet radiation.

Doors shall have resilient gaskets that are heat-resistant and aging-resistant to seal and cushion lens and refractor.

700-1.8 LED Luminaires

Conform to UL 1598 and to UL 8250 – *Safety Standard for Light-Emitting Diode (LED) Light Sources for Use in Lighting Products*.

Lead and mercury free.

Photometric characteristics: Established using IESNA LM-79-08, *IESNA Approved Method for the Electrical and Photometric Measurement of Solid-State Lighting Products*.

Ingress protection for optical assembly: IP65 or better in accordance with ANSI/IEC 60529 - *Degrees of Protection Provided by Enclosures*.

Color characteristics as follows in accordance with ANSI C78.377 – *Specifications for the Chromaticity of Solid State Lighting Products*:

1. Color temperature (deg K): 4000
2. Color rendering index: not less than 70

LED and driver cooling system: Passive and shall resist the buildup of debris.

LED luminaire output after 50,000 hours of operation: Not less than 70 percent of the initial lumen output when determined in accordance with IESNA LM-80-08 – *IESNA approved Method for Measuring Lumen Maintenance of LED Lighting Sources*.

LED luminaire electrical characteristics:

1. Supply voltage: 240V as indicated on the Drawings.
2. Total harmonic distortion (current): Not more than 20 percent
3. Power factor: Not less than 90%
4. RF interference: Meet FCC 47 CFR Part 15/18
5. Driver input surge protection device: UL 1449 3rd Edition recognized component meeting IEEE C62.41.2 - *IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and Less) AC Power Circuits*, Category C, High Exposure.

Warranty:

1. Manufacturer shall replace any luminaires that fail to operate properly within 60 months of the date of acceptance of the installation. Lens yellowing or hazing will be considered a failure.
2. Manufacturer shall replace any luminaires that experience housing or finish failure within 5 years of the date of acceptance of the installation.

700-1.9 Poles and Accessories

Furnish poles and accessories that comply with requirements specified in this Section and the luminaire schedule on the Drawings.

Pole, base, and anchorage shall carry the luminaires, supports, and appurtenances at the indicated height above grade without deflection or whipping.

Mountings, fastenings and other appurtenances shall be fabricated from corrosion-resistant materials that are compatible with poles and luminaires and will not cause galvanic action at contact points. Mountings shall correctly position luminaires to provide scheduled light distribution.

A reinforced access handhole, minimum 2.5 x 5 inches, shall be located in the wall of each metal pole.

A welded 1/2-inch grounding lug shall be accessible through the handhole of each metal pole. Grounding connection shall be designed to prevent electrolysis when used with copper ground wire.

Metal poles shall have anchor type bases and galvanized steel anchor bolts, leveling nuts and bolt covers.

Each non-breakaway metal pole shall have a metal base cover that covers the entire base plate and anchorage.

Protect painted, anodized, or brushed pole finishes during shipment and installation. Minimum protection shall consist of spirally wrapping each pole shaft with protective paper secured with tape, and shipping small parts in boxes.

Steel poles shall be fabricated from tubing having minimum 7-gage steel with minimum yield/strength of 48,000 psi.

1. Poles shall be anchor bolt mounted type.
2. Poles shall be one-piece construction up to 40 feet in length. Poles over 40 feet in length may be in two or more sections with overlapping joints.
3. Poles shall be welded construction with no bolts, rivets, or other means of fastening except as specifically approved.
4. Tops of shafts shall be fitted with a round or tapered cover.
5. Pole markings shall be approximately 3 to 4 feet above grade and shall include manufacturer, year of manufacture, top and bottom diameters, and length.
6. Provide poles with finish color indicated on the Drawings and conforming to FINISHES article of this Section. If pole is not galvanized, coat inside of pole with suitable rust-inhibiting finish.
7. Base covers for steel poles shall be structural-quality, hot-rolled carbon-steel plate having a minimum yield of 36,000 psi. Finish shall be the same as the corresponding poles.

Metal pole brackets shall be designed to match pole metal and finish. Provide cantilever brackets without underbrace, in the sizes and styles indicated on the Drawings, with straight tubular end section to accommodate the luminaire.

Pole-top tenons: Conform to IEEE C136.21, fabricated to support the luminaire indicated, and securely fastened to the pole top.

Anchor bolts: Steel rod having minimum yield strength of 50,000 psi, with the top 12 inches galvanized per ASTM A153/A153M.

Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cree
2. Luminaire
3. Invue
4. Musco

700-1.10 Lighting Control Equipment

Furnish photoelectric relays to control exterior lighting as indicated on the Drawings.

1. For photoelectric relays not mounted on luminaires use products conforming to either UL 773 or UL 773A, *Non-industrial Photoelectric Switches for Lighting Control*. Provide the photoelectric relays with single-pole double-throw contacts to switch mechanically-held contactors.
2. Photoelectric relay contacts shall be factory set to turn exterior lighting "ON" at or below 3 footcandles and "OFF" at 4 to 10 footcandles. A time delay shall prevent switching from transient light sources.

Furnish a "hand-off-auto" control switch and enclosure to facilitate testing of the lighting system.

SECTION 701 CONSTRUCTION

701-1.1 Examination

Examine areas, spaces, and surfaces to receive exterior luminaire (s) or poles for compliance with installation tolerances and other conditions affecting performance of the product. Do not proceed with installation until unsatisfactory conditions have been corrected.

701-1.2 Installation

Install products in accordance with manufacturer's instructions, NECA/IESNA 501, and approved shop drawings.

Locations of luminaires and poles shown on the Drawings are diagrammatic. Coordinate luminaire locations with building finishes, building structure, paving and striping, utility piping, security fences, and existing and new trees.

Set poles and luminaires plumb, square, level and secure.

701-1.3 Concrete Foundations

Construct concrete foundations with exterior 4000 psi concrete and reinforcing

Comply with details on the Drawings and manufacturer's recommendations for foundation dimensions, reinforcing, anchor bolts, nuts and washers.

Position power conduits and ground rod to terminate within the pole shaft area and one inch above the top of the foundation

Cure concrete foundations for 7 full curing days before erecting poles.

701-1.4 Pole Erection

Do not install poles without luminaires.

Use fabric web slings to raise and set poles.

Use leveling nuts or shims to make poles plumb. When leveling nuts are used, set the lower nuts not more than 1 inch from the concrete foundation.

Tighten anchor bolt nuts and other pole hardware to torque recommended by manufacturer.

After pole is leveled, pack non-shrink grout between anchor base and concrete foundation to provide a full bearing surface. Use a short piece of 1/2-inch diameter pipe to make a drain hole through grout; arrange to drain condensation from interior of pole.

701-1.5 Grounding

Install grounding for exterior lighting using materials and methods specified.

Install a 10-foot-long, minimum 5/8-inch diameter copper-clad ground rod at each pole. At metal poles mounted on reinforced concrete foundations, install the ground rod in the concrete foundation.

Connect ground lug of metal pole to ground rod using a 6 AWG copper conductor.

Connect ground lug of metal pole to circuit equipment grounding conductor.

Ground metallic components of lighting unit with non-metallic pole to ground rod using a 6 AWG copper conductor.

701-1.6 Lighting Control System

Install exterior lighting control system components in accordance with the manufacturers' instructions. Have installation instructions available at the construction site.

Install a HAND-OFF-AUTO selector switch in the control system to allow for testing of luminaires.

701-1.7 Field Quality Control

Inspect each installed lighting unit for damage. Replace damaged luminaires, poles, and components.

Test installed luminaires for proper operation.

1. Provide instruments to make and record test results.
2. Replace or repair malfunctioning luminaires and components then re-test.
3. Repeat procedure until all luminaires operate properly.

Check poles for signs of vibration induced by 10 to 30 mph wind: visible swaying, loosened anchor bolt nuts, vibration perceptible by touch, or wires rattling inside pole. Notify the owner and the pole manufacturer – vibration mitigation devices may be required.

701-1.8 Adjusting and Cleaning

Clean each luminaire inside and out, including plastics and glassware. Use methods and materials recommended by manufacturer.

Aim adjustable luminaires to provide required light intensities as indicated on the Drawings

SECTION 703 PAYMENT

Payment for **“Furnish and Install Site Lighting and Electrical Equipment”** shall be made at the contract lump sum price paid as shown in the Bid Schedule and shall include full compensation for all labor, materials, tools, equipment, incidentals, and for completing installation of all items including installation, pull rope, excavation, conduits, poles, backfill, foundations, grounding, luminaires, equipment, warranty, and for doing all work involved in providing a complete and in place lighting and communication system and no further compensation will be made therefor.

CITY OF EL CENTRO

SPECIAL PROVISIONS

PLANK PARK

AMENDMENTS TO THE "2015 GREENBOOK"

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

PART 8 LANDSCAPING AND IRRIGATION**SECTION 800 MATERIALS****800-1 LANDSCAPING MATERIALS**

ADD the following section:

800-1.0 City of El Centro approved materials list

Landscape materials supplied to the project shall comply with the Plans. Substitutions are not allowed without written approval from the City of El Centro.

800-1.1 Topsoil**800-1.1.1 General.** ADD the following:

Topsoil for this project shall be designated as Class A (imported), as specified herein.

800-1.2 Soil Fertilizer and Conditioning Materials**800-1.2.1 General.** ADD the following:

When required by the Engineer/Inspector or their designated representative, the Contractor shall furnish a Certificate of Compliance stating that the material substantially meets the specifications.

Once grading operations are completed and prior to landscape installation work commencement, the Contractor shall conduct a landscape soil test (utilizing a minimum of three separate location samples – locations to be approved by Engineer). The tests shall be evaluated by an independent soils testing laboratory specializing in landscape soil amendment evaluations.

Tests must be in accordance with laboratory procedures including protocols for taking the samples and depth requirements.

Soil analysis must include as a minimum:

1. Soil texture
2. Infiltration rate
3. pH
4. Total soluble solids
5. Sodium
6. Percent organic matter
7. Soil amendment and fertilizer recommendations

Contractor shall submit soil testing results to Engineer for approval prior to construction.

800-1.2.5 Mulch. DELETE this section and ADD the following:

Mulch shall be as designated in accordance with the requirements herein. Mulch shall be from a bulk source approved by the Engineer or their designated representative in advance of delivery to the Work site

Attachment: Plank Park Final Special Provisions - Vol 2 (2384 : Plank Park plans and specs)

Wood Fiber Mulch: Conwed Fibers Hydro Mulch 2000 with premium tackifier. By PROFILE Products LLC, 750 Lake Cook Road – Suite 440 Buffalo Grove, IL 60089. Phone: 1-800-366-1180. Or approved equal.

800-1.3 Seed. ADD the following:

Seed mix supplied to be per City of El Centro Standards and approved by City Staff.

Seed (Turf): Cynodon dactylon 'Highlander' by K-F Seed, 4307 Fifield Road, El Centro, CA 92227, Phone: 760-595-5900 or 760-550-0936. Point of Contact: Mike Mills. Or approved equal.

Seed (Native): Seed mix shall be per plan. By S & S Seeds Inc., PO Box 1275, Carpinteria, CA 93014, Phone: 805-684-0436. Or approved equal.

800-1.4 Plants

800-1.4.1 General. ADD the following:

The plant seeds required for this project may require special contract growing. The Contractor is to verify the availability of all plant material immediately at time of notice to proceed. Contractor shall coordinate lead time for any plant material that requires special contract growing the City Engineer or designee.

800-1.4.2 Trees. DELETE this Section and ADD the following:

The trees are to meet the minimum requirements for the American Standards for Nursery Stock (ANSI Z60.1). Unless otherwise notified, trees shall be furnished and installed by the City of El Centro. The City of El Centro shall assume all liability for the trees until the trees are delivered to the site and installed and accepted by the Contractor, in writing.

800-1.4.3 Shrubs. DELETE this Section.

800-1.4.4 Flatted Plants DELETE this Section.

800-1.4.5 Sod and Stolons (turf grass) DELETE this Section:

800-1.4.6 Cuttings DELETE this Section.

800-1.5 Headers, Stakes, and Ties DELETE this Section.

800-2 IRRIGATION SYSTEM MATERIALS

800-2.1 Pipe and Fittings

800-2.1.2 Steel Pipe ~~DELETE this Section.~~

800-2.1.4 Plastic Pipe for Use with Rubber Ring Gaskets ~~DELETE this Section and ADD the following Section:~~

800-2.1.6 Brass Pipe and Fittings

Brass pipe shall be IPS standard weight 125 LB 85 percent copper and 15 percent zinc, trade designation seamless red brass pipe conforming to the requirements of ASTM B43-91. Brass pipe fittings and connections shall be Standard 125 LB class 85 percent red brass fittings and connections.

800-2.2 Valves and Valve Boxes

800-2.2.2 Gate Valves ~~DELETE this Section.~~

800-2.2.3 Manual Control Valves. ~~DELETE this Section and ADD the following:~~

Ball valves in sizes of 2 inches and smaller shall be all brass double disc wedge type with integral taper seats and non-rising stem.

Ball valve sizes greater than 2 inches shall be resilient wedge, brass construction, as manufactured by Clow.

Ball valves shall have bottom-loaded pressure-retaining stems, glass-reinforced seats, and reinforced TFE stem packing seals. Valves sizes 13 mm (½") to 50 mm (2") shall be pressure rated at 4140 kPa (600 PSI) WOG and 1030 kPa (150-PSI) saturated steam. Each valve shall be tested, air under water, in the opened and closed position by the manufacturer. Ball valve must conform to Federal Specification WW-V-35B, Type II, Class A, Style 3, End Connection A or C.

800-2.2.4 Remote Control Valves ADD the following to section b):

And molded-plastic body normally closed with 24-V ac solenoid.

800-2.2.5 Garden Valves ~~DELETE this Section.~~

800-2.2.7 Valve Boxes. ~~DELETE this Section and ADD the following:~~

Valve boxes shall be Polymer-Concrete (or Injected Mold, or Structural Foam HDPE) Boxes.

Valve Boxes and cover shall be with open bottom and openings for piping; designed for installing flush with grade.

Valve Box shape shall be rectangular. Shut off Valves and Quick Coupler Valves shall be Round.

Valve box sidewall material shall be polymer concrete or injected molded structural foam HDPE resin with lateral and vertical sidewalk design loading of 5,000 lb minimum over 10 by 10 inches square.

Valve box and lid color shall be green.

All valve boxes shall be marked "RCV", "BV" or "QC", "PB" respectively. In addition, remote control valves shall be branded with 2" station numbers. RCV boxes shall have locking covers. Other boxes such as pull boxes, etc., shall be marked with appropriate identification.

Valve box size for any particular application shall be as required for valves and service and approved by the City Engineer, or designee.

800-3 ELECTRICAL MATERIALS

800-3.1 General. ADD the following:

All electrical materials shall conform to the requirements of the National Electrical Code in effect at time of bid.

800-3.2 Conduit and Conductors

800-3.2.2 Conductors. ADD the following:

Low voltage electric wiring running from controller to the automatic control valves shall be no smaller than No. 14 solid single conductor, copper wire, 0.015 mm (60 mil) insulation, 0.015 mm (60 mil) neoprene jacket, style UF (Direct Burial), or equal, color code wires to each valve. Neutral wires shall be white, no smaller than No. 12 solid single conductor wire, 0.015 mm (60 mil) insulation, 0.015 mm (60 mil) neoprene jacket, style UF (Direct Burial).

SECTION 801 INSTALLATION

801-1 GENERAL

ADD the following section:

801-1.1 Progress Inspections

Progress inspections will be performed by the Engineer for planting and irrigation system work at the designated stages during the life of the contract.

Progress inspections will not relieve the Contractor of responsibility for installation in conformance with provision in the Plans and Specifications. Work within an area shall not progress beyond each stage until the inspection has been completed, corrective work has been performed, and the work is approved, unless otherwise permitted by the Engineer.

The requirements for progress inspections will not preclude additional inspections of work by the Engineer at other times during the life of the contract.

The Contractor shall notify the Engineer, in writing, at least 4 days prior to completion of the work for each stage of an area and shall allow a minimum of 3 working days for the inspection.

Progress Inspections will be performed at the following stages of work:

- 1) During pressure testing of the pipelines on the supply side of control valves.
- 2) During testing of low voltage conductors.
- 3) Before planting begins and after completion of the earthwork work.
- 4) Before plant establishment work begins and after completion of work specified for planting in Section 801-4.
- 5) At intervals of one month during the plant establishment period.

801-2 EARTHWORK AND TOPSOIL PLACEMENT

801-2.2 Topsoil Preparation and Conditioning.

801-2.2.1 General. ADD the following:

The Contractor shall take a soil samples at locations approved by the Engineer per Section 800 of these Special Provisions to determine the optimum soil amendments to be added. Contractor to coordinate this effort with final replacement backfill of the site soils to final grades.

801-2.2.2 Fertilization and Conditioning Procedures. ADD the following:

All fertilizing shall be performed in accordance with the American National Standard Industry - A300 standards.

The Contractor shall cultivate the surface of all areas to be planted or hydroseeded by discing, ripping or scarifying the finish grade. After cultivation the Contractor shall clear the planting areas of stones to the depth of cultivation and shall be rake the planting areas to a smooth friable and plantable surface. The Contractor shall cultivate all planting areas, except slopes steeper than 3-1/2:1 (horizontal to vertical), to a depth of 12". The planting areas that are slopes steeper than 3-1/2:1, shall be cultivated to a depth of 6".

801-2.3 Finish Grading. ADD the following:

Planted areas shall be provided with positive drainage.

The Contractor shall prepare the finish grade in hydroseed slope areas with a moderately rough texture to provide a suitable surface for adherence of the hydroseed mix.

Change Section title as follows:

801-3 HEADER INSTALLATION

DELETE this Section.

801-4 PLANTING

801-4.1 General. ADD the following:

The Contractor shall perform actual planting during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice and as approved by the Engineer. No planting shall be done in any area until it has been satisfactorily prepared in accordance with these specifications. Soil moisture level prior to planting shall be no less than 75 percent of field capacity. The Contractor shall obtain the Engineer's approval of planting pits before planting operations begin. For pit planted vegetation when the soil moisture level is found to be insufficient for planting, the Contractor shall fill the planting pits with water and allow them to drain before starting planting operations. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. The Contractor shall plant and water all plants as herein specified immediately after removal from their containers. Containers shall not be cut prior to placing the plants in the planting area.

All plant material shall meet the minimum standards set by the American Association of Nurseryman and these specifications.

801-4.2 Protection and Storage. ADD the following:

The Contractor shall submit a sheltered and secure location for on-site plant storage area for the Engineer's approval prior to the delivery of any plant materials. Any plant determined by the Engineer to be wilted, broken, or otherwise damaged shall be rejected at any time during the project, whether in the ground or not. All plants shall be handled by their containers. Any plant that has been handled by its trunk or stem shall be rejected. All rejected plants shall be removed from the site immediately.

801-4.3 Layout and Plant Location. MODIFY as follows:

Planting areas shall be staked by the Contractor and the Contractor shall obtain the Engineer's approval of the planting layout before planting operations begin.

Trees and shrubs shall not be planted within five (5) feet of irrigation heads (excluding bubblers) for all slope applications.

801-4.5 Tree Planting. DELETE this section and ADD the following:

Immediately after notice to proceed, the contractor is to coordinate, in writing, a schedule for delivery and installation of proposed trees with the City of El Centro and/or designee. The Contractor is to coordinate with the City of El Centro and/or designee, the final locations of planting pits prior to installation of the irrigation system.

801-4.8.2 Seed.

DELETE Section: a) Method A.

801-4.8.3 Sod. DELETE this section.

801-4.8.4 Stolon. DELETE this section.

801-4.9 Erosion Control Planting. DELETE this section.

801-5 IRRIGATION SYSTEM INSTALLATION

801-5.1 General. ADD the following:

Existing irrigation facilities that are being connected to new facilities shall be checked for missing or damaged components and proper operation in the presence of the Engineer prior to performing new irrigation system work and at least once every 30 days thereafter until completed work is accepted. A written list of existing irrigation system deficiencies shall be submitted to the Engineer within 2 working days after initially checking the existing facilities. Failure of the Contractor to submit a list of deficiencies within the specified time frame shall constitute the Contractor's declaration that the system is in working order and free of defects.

801-5.3 Irrigation Pipeline Installation. ADD the following:

The Contractor shall not backfill any lines until such time as they have been tested and inspected and approved by the Engineer for tightness, quality of workmanship, and materials.

801-5.3.3 Plastic Pipeline. ADD the following:

The Contractor shall store all pipe and fittings under cover until used, and all pipe and fittings shall be transported in a vehicle with a bed long enough to allow the length of pipe to lay flat so as not to be subjected to undue bending or concentrated external load at any point. Pipe ends and fittings shall be wiped with MEK, or equal, before welding solvent is applied. Welded joints shall be given a minimum of 15 minutes to set before moving or handling. All field cuts shall be beveled to remove burrs and excess before fitting and gluing together. The Contractor shall center load pipe with small amount of backfill to prevent arching and slipping under pressure. Joints shall be exposed for inspection during testing. Plastic-to-plastic joints shall be solvent-welded, using only solvent recommended by pipe manufacturer.

ADD the following section:

801-5.3.6 Installation of Brass Pipe.

The Contractor shall cut brass piping by power hacksaw, circular cutting machine using an abrasive wheel, or hand hacksaw. No piping shall be cut with metallic wheel cutter of any description. The Contractor shall ream and remove rough edges or burrs on all pipe so that smooth and unobstructed flow is obtained, place Teflon tape, Teflon dope, or approved equal on male threads only, and tighten to prevent any leakage. The Contractor shall tighten screwed joints with tongs or wrenches. Caulking is not permitted.

801-5.4 Installation of Valves, Valve Boxes, and Special Equipment. ADD the following:

The Contractor shall install each control valve in a separate valve box with a minimum of 12" separation between valves and 6" from any fixed object or structure.

The Contractor shall install no more than one valve per box.

All valve box lids shall be marked with 2" letters/numbers by "branding" method identifying the type of valve and the controller station number.

ADD the following section:

801-5.5 Sprinkler Head Installation and Adjustment.

801-5.5.1 General. DELETE this section and REPLACE with the following:

In accordance with the requirements of Section 801-5.6, all mains, laterals and irrigation lines, including risers, shall be flushed and pressure tested before installing sprinkler heads and bubblers, after which a water coverage test shall be performed.

801-5.5.2 Location, Elevation, and Spacing. DELETE this section and REPLACE with the following:

Sprinkler head and bubbler spacing shall not exceed the maximum shown on the drawings or recommended by the manufacturer.

Sprinkler heads shall be installed 4 inches from adjacent vertical elements projecting above grade such as walks, planter boxes, curbs, and fences.

Sprinkler heads projecting above finish grade shall be at least 12 inches from adjacent curbs, walks, paving, and similar improvements.

801-5.5.4 Sprinkler Head Adjustment. ADD the following:

The Contractor shall flush and adjust all irrigation heads and valves for optimum performance and to prevent overspray onto walks, roadways buildings, walls, and other structures.

801-5.6 Automatic Control System Installation. ADD the following:

The Contractor shall install all portions of the electrical installation with materials and methods conforming to the requirements of the edition of the National Electrical Code in effect at time of bid. The Contractor shall provide no less than one control wire and one common ground wire to service each valve in system.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT

MODIFY Paragraph 5 as follows:

After planting is completed, a field notification will be issued to the Contractor to establish the effective beginning date of the plant establishment period the plant establishment period shall be for a period of 120 calendar days

and shall be extended by the Engineer if the planted areas are improperly maintained, appreciable plant replacement is required, or other corrective work becomes necessary.

801-8 PAYMENT

DELETE and ADD the following:

Payment for all fine grading work shall be made at the contract unit price paid for "**Fine Grading (Turf Area)**" as shown on the Bid Schedule and shall include all items necessary for earthwork and topsoil placement including the preparation for and the spreading, densification, cultivation, and raking of topsoil, and shall include all items necessary to sustain healthy growing conditions throughout the contract period including fertilization and conditioning, soils testing and soil amendments, all tools, materials, equipment, and no additional payment shall be made therefor.

Payment for all turf hydroseed work shall be made at the contract unit price paid for "**Furnish and Install Turf Hydroseed (including Preparation and Establishment)**" as shown on the Bid Schedule and shall include all items necessary to seed, mulch, compost, binder, inoculum, all tools, materials, equipment, and no additional payment shall be made therefor.

Payment for all turf hydroseed work shall be made at the contract unit price paid for "**Furnish and Install Wildflower/Native Desert Hydroseed (including Preparation and Establishment)**" as shown on the Bid Schedule and shall include all items necessary to seed, mulch, compost, binder, inoculum, apply preemergent, all tools, materials, equipment, and no additional payment shall be made therefor.

Payment for all fine grading work shall be made at the contract lump sum price paid for "**120 Day Maintenance Period**" as shown on the Bid Schedule and shall include all items necessary to maintain all planted areas and trees on a continuous basis during the progress of Work and during the plant establishment period, excavation, all tools, materials, equipment, and no additional payment shall be made therefor.

Payment for all reduced pressure backflow, backflow assembly enclosure, and concrete pad work shall be made at the contract unit price paid for "**Furnish and Install ¾" Reduced Pressure Principal Backflow with Backflow Assembly Enclosure with 4" Concrete Pad**" as shown on the Bid Schedule and shall include all items associated with the installation of a complete, functioning, tested and approved backflow with all appurtenances, extra parts, manuals, utility services, service cabinets, enclosures, permits, etc. and no additional payment shall be made therefor.

Payment for all irrigation work shall be made at the contract lump sum price paid for "**Furnish and Install Irrigation System**" as shown on the Bid Schedule and shall include all items associated with the installation of a complete, functioning, tested and approved irrigation system with all appurtenances, extra parts, controllers, manuals, utility services, service cabinets, meters, valve boxes, valves, piping, permits, etc. and no additional payment shall be made therefor.

Contractor shall provide a schedule of values for all irrigation materials for review by the Engineer within 10 days of notification of award of bid. The schedule of values shall include, but is not limited to, each separate item of work specified on the Plans and listed in the table below and must include type, size, and installation method for each item of work. The schedule of values shall provide the basis of payment for work beyond what is shown on the plans. Unit prices for each type of work shall be included in the schedule of values submitted. Unit of measure on a lump sum basis shall not be included in the schedule of values.

Schedule of Values

Item No.	Item	Unit	Unit Price
IRRIGATION1			
1	Service Lateral Connection (as shown on Plans and Special Provisions)	EA	
2	Water Meter and Meter Box (as shown on Plans and Special Provisions)	EA	
3	Backflow Preventer (as shown on Plans and Special Provisions)	EA	
4	Backflow Preventer Enclosure (as shown on Plans and Special Provisions)	EA	
5	Controller (including electrical service and stainless steel pedestal as shown on the Plans and Special Provisions)	EA	
6	Weather Sensor (including post and foundation as shown on Plans and Special Provisions)	EA	
7	Flow Sensor (as shown on the Plans and Special Provisions)	EA	
8	Master Control Valve (as shown on the Plans and Special Provisions)	EA	
9	Remote Control Valve (as shown on the Plans and Special Provisions)	EA	
10	Quick Coupler Valve (as shown on Plans and Special Provisions)	EA	
11	Shut-Off Valve (as shown on Plans and Special Provisions)	EA	
12	Valve-Box (as shown on Plans and Special Provisions)	EA	
13	Remote Control Wiring (as shown on Plans and Special Provisions)	LF	
14	Sleeve, PVC Schedule 40 (as shown on Plans and Special Provisions)	LF	
15	Mainline, PVC Schedule 40 (as shown on Plans and Special Provisions)	LF	
16	Lateral Line, PVC Schedule 40 (as shown on Plans and Special Provisions)	LF	
17	Rotators (including all heads, risers, swing joints, and fittings as shown on the Plans and Special Provisions)	EA	
18	Bubblers (including all bubblers heads, sleeves, unions and fittings as shown on the Plans and Special Provisions)	EA	

CITY OF EL CENTRO
SPECIAL PROVISIONS

PLANK PARK

AMENDMENTS TO THE "2015 GREENBOOK"

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

PART 9 NON-GREENBOOK STANDARD SPECIFICATIONS

SECTION 900 NON-GREENBOOK STANDARD SPECIFICATIONS AS INCLUDED AND AMENDED

901 BENCH

PART 1 - GENERAL

- A. Plans and general provisions of the Contract, including Special Provisions, apply to this Section.

901-1.1 Summary

- A. Section Includes: Bench

901-1.2 Action Submittals

- A. Product Data: For each type of product for final approval by Engineer
- B. Samples: For each exposed product and for each color and texture specified for approval by Engineer.
- C. Product Schedule: For site furnishings. Use same designations as indicated on Drawings.

901-1.3 Closeout Submittals

- A. Maintenance Data: For bench to include maintenance manuals.

PART 2 – PRODUCTS

901-2.1 Bench

- A. Bench to be considered as equal to those specified herein and per plans shall be approved by the Engineer, in writing, at least ten working days prior to the project bid date.

901-2.2 Fabrication

- A. Exposed Surfaces: Polished, sanded, or otherwise finished; all surfaces smooth, free of burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded or capped.
- B. Factory Assembly: Assemble components in the factory to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

901-2.3 General Finish Requirements

- A. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 – EXECUTION

901-3.1 Examination

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finish grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

901-3.2 Installation, General

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of trash receptacle where required.
- B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.
- C. Install bench level, plumb, true, and securely anchored, and positioned at locations indicated on Plans.
- D. Install all benches on concrete bases and anchors per manufacturer's recommendations.

901-3.3 Measure and Payment

Payment for **"Furnish and Install Bench"** shall be made at the contract unit price as shown on the Bid Schedule and shall include full compensation for all labor, materials, tools, equipment, mounting, site furniture and accessories, incidentals, and for doing all work involved in furnishings and installing the site furniture as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer and no additional payment will be made therefor.

902 32 GALLON TRASH RECEPTACLE

PART 1 – GENERAL

- A. Plans and general provisions of the Contract, including Special Provisions, apply to this Section.

902-1.1 Summary

- A. Section Includes: 32 Gallon Trash Receptacle

902-1.2 Action Submittals

- A. Product Data: For each type of product for final approval by Engineer
- B. Samples: For each exposed product and for each color and texture specified for approval by Engineer.
- C. Product Schedule: For site furnishings. Use same designations as indicated on Drawings.

902-1.3 Closeout Submittals

- A. Maintenance Data: For trash receptacle to include maintenance manuals.

PART 2 – PRODUCTS

902-2.1 Trash Receptacle

- A. Trash Receptacle to be considered as equal to those specified herein and per plans shall be approved by the Engineer, in writing, at least ten working days prior to the project bid date.

902-2.2 Fabrication

- A. Exposed Surfaces: Polished, sanded, or otherwise finished; all surfaces smooth, free of burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded or capped.
- B. Factory Assembly: Assemble components in the factory to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

902-2.3 General Finish Requirements

- A. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 – EXECUTION

902-3.1 Examination

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finish grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

902-3.2 Installation, General

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of trash receptacle where required.
- B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.
- C. Install trash receptacle level, plumb, true, and securely anchored, and positioned at locations indicated on Plans.
- D. Install all trash receptacles on concrete bases and anchors per manufacturer's recommendations.

902-3.3 Measure and Payment

Payment for **"Furnish and Install 32 Gallon Trash Receptacle"** shall be made at the contract unit price as shown on the Bid Schedule and shall include full compensation for all labor, materials, tools, equipment, mounting, site furniture and accessories, incidentals, and for doing all work involved in furnishings and installing the site furniture as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer and no additional payment will be made therefor.

903 PLAYGROUND STRUCTURE (INCLUDES 18' X 18' SHADE TOPPER)

PART 1 – GENERAL

903-1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Special Provisions Sections, apply to this section.

903-1.2 Summary

A. Section Includes: Playground Structure with Shade Topper.

903-1.3 Action Submittals

A. Product Data: For each type of product.

B. Product Schedule: For playground equipment. Use same designations indicated on Drawings.

903-1.4 Closeout Submittals

A. Maintenance Data: For playground structure to include in maintenance manuals.

PART 2 – PRODUCTS

903-2.1 Playground Structure

1. MANUFACTURER: Landscape Structures
 - a. Manufacturer: Landscape Structures, Inc.
 - i. Address: 601 7th St. South, Delano MN. 55328
 - ii. Phone: 763-972-5200 or 888-438-6574
 - iii. www.playlsi.com
2. MODEL NO: PlayBooster Drawing # 313 with 18' x 18' Shade Cool Topper
 - a. Component Numbers:
 - i. 182503: Welcome Sign (LSI Provided) 5-12 Years
 - ii. 152911: Left Transfer Module
 - iii. 152907: Deck Link with Barriers & Steel End Panels Two Steps
 - iv. 123331: Double Poly Slide
 - v. 116249: Vert. Ladder
 - vi. 116244: Pipe Barrier
 - vii. 115254: Store Front Panel (Below Deck)
 - viii. 148426: Firepole
 - ix. 128608: Summit Climber
 - x. 122914: Loop Arch
 - xi. 116244: Pipe Barrier
 - xii. 120818: Playstructure Seat (Below Deck)
 - xiii. 124863: Sidewinder2
 - xiv. 136488: Integrated Cool Topper Full Sail 60" Bury on Post
 - b. Colors: Contractor to submit color samples for final approval by the City prior to manufacturing/ordering.
 - i. Post (ProShield): Buttercup
 - ii. Clamps (ProShield): Limon
 - iii. Components (ProShield): Grass
 - iv. Polyethylene: Limon
 - v. Permalene: Leaf
 - vi. Decks (TenderTuff): Gray
 - vii. Shade System Fabrics: Tan

A. Playground Structure to be considered as equal to those specified herein shall be approved by the Engineer, in writing, at least ten working days prior to the project bid date.

PART 3 – EXECUTION

903-3.1 Examination

A. Examine areas and conditions with installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

903-3.2 Installation, General

- A. Comply with manufacturer's written installation instruction unless more stringent requirements are indicated. Complete field assembly of playground structure where required.
- B. Coordinate the installation of playground equipment with the installation of the playground engineered wood fiber safety surfacing.
- C. Install play structure equipment level plumb, true, and securely anchored, and positioned at locations indicated on the Plans.
- D. Post Setting: Set support posts in manufacturer's recommended footings. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing.
- E. Install all trash receptacles on concrete bases and anchors per manufacturer's recommendations.

903-3.3 Measure and Payment

Payment for "Furnish and Install Playground Structure (includes 18' x 18' Shade Topper)" shall be at the contract unit price as shown on the Bid Schedule and shall include full compensation for all labor, materials, tools, equipment, mounting, playground structure, 18' x 18' shade topper, and accessories, incidentals, and for doing all work involved in furnishing and installing the playground structure,

904 PLAYGROUND WOOD FIBER SURFACING

PART 1 – GENERAL

- A. Drawings and general provisions of the Contract, including General and Special Provisions Sections, apply to this Section.

904-1.1 Summary

- B. Section Includes:

All labor, materials and equipment necessary to install engineered playground wood fiber mulch play surface as indicated herein and per plan.

904-1.2 Performance Requirements

- A. Impact Attenuation: According to ASTM F 1292 and HIC
- B. Accessibility of Surface Systems: According to ASTM F 1951
- C. Ease of ignition under BS-5696.
- D. Fire resistance under UL94.

904-1.3 Action Submittals

- A. Product Data: For each type of product for final approval by Engineer
- B. Shop Drawings: For Engineered Wood Fiber Mulch play surface, including materials, plans, cross section, drainage, installation, penetration details, and edge termination.
- C. Samples for Verification: For Engineered Wood Fiber Mulch play surface as indicated,

Minimum 1-quart Engineered Wood Fiber Mulch sealed in a container.

D. Product Schedule: For Engineered Wood Fiber Mulch

904-1.4 Informational Submittals

- A. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from Installers of the items involved.
- B. Extent of surface systems and use zones for equipment.
- C. Critical heights for playground surfaced and fall heights for equipment.
- D. Qualification Data: For qualified Installer and testing agency.
- E. Material Certificates: For each type of playground surface system, from manufacturer.
- F. Material Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each playground surface system.
- G. Field quality: Control reports.
- H. Warranty: Sample of special warranty.

904-1.4 Closeout Submittals

- A. Maintenance Data: For Playground Wood Fiber Surfacing to include maintenance manuals.

904-1.5 Quality Assurance

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Source Limitations: Obtain playground surface system materials from single source from single manufacturer.
- C. Provide secondary materials and repair materials of type and from source recommended by manufacturer of playground surface system materials.
- D. Standards and Guidelines: Comply with CPSC No. 325, "Handbook for Public Playground Safety", ASTM F 1292; and ASTM F 1487.

904-1.6 Project Conditions

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit Playground Wood Fiber Surfacing installation to be performed according to manufacturers' written instructions and warranty requirements.

904-1.7 Delivery, Storage, and Handling

- A. Deliver all materials in the original unopened packages with labels intact.
- B. Store materials protected from weather and direct sunlight.

904-1.8 Warranty

- A. When warranties are required, verify with Owner's counsel that special warranties stated in this article are not less than remedies available to Owner under prevailing local laws.
- B. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of playground surface system that fails in materials or workmanship within specified warranty period.
- C. Failures include, but are not limited to, the following:
 - Reduction in impact attenuation.
 - Deterioration of surface and other materials beyond normal weathering.
 - Verify available warranties and warranty periods with manufacturers listed in Part 2 articles.
 - Warranty period: Five years from date of Substantial Completion.

PART 2 – PRODUCTS**904-2.1 Playground Wood Fiber Surfacing**

- A. Basis of Design Product: Subject to compliance with requirements as noted herein and per plans. Playground Wood Fiber Surfacing to be considered as equal to those specified herein shall be approved by the Engineer, in writing, at least ten working days prior to the project bid date.
- B. Mulch shall be manufactured of size-controlled softwoods and/or hardwoods that average 1-2" in length and contain a maximum of 15% fine particles to aid in knitting.
- C. Mulch is to be non-toxic and shall not contain paint, chemicals or additives.
- D. Mulch shall contain minimal bark and be free of twigs, leaf debris, and other organic material.
- E. The mulch shall meet all applicable ASTM standards.

PART 3 – EXECUTION**904-3.1 Examination**

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finish grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

904-3.2 Preparation

- A. General: Prepare substrates to receive wood fiber mulch according to manufacturer's written instructions. Verify that substrates are sound and without high spots, ridges, holes and depressions.

904-3.3 Installation, General

- A. General: Comply with playground surface system manufacturer's written installation instructions. Install playground surface system over area and at a thickness as indicated on plans.

904-3.4 Installation of Engineered Wood Fiber Mulch Surfacing

- A. Comply with playground surface system manufacturer's written installation instructions.
- B. Install mulch over area and in thickness indicated on plans.

904-3.5 Field Quality Control

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing and inspecting of completed applications of playground surface system shall take place according to ASTM F 1292.
- C. Remove and replace applications of playground surface system where test results indicate that it does not comply with requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with requirements.

904-3.6 Measure and Payment

Payment for **"Furnish and Install Playground Wood Fiber Surfacing"** shall be made at the contract unit price as shown on the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and performing all work necessary to complete, maintain, and guarantee Playground Wood Fiber Surfacing work described or specified in the contract documents, including submittal of the operation and maintenance manuals and all appurtenances to the aforementioned items, as well as any maintenance effort required until the City's take-over of maintenance, and project guarantees and no additional payment will be made therefor.

905 PARK MONUMENT SIGN

PART 1 – GENERAL

- A. Contractor shall coordinate with the Engineer prior to ordering and fabricating improvements to be constructed and/or installed in conjunction with the Monument Sign.
- B. Contractor shall coordinate the fabrication and delivery dates of the Monument Sign with the Engineer during the development of the project construction schedule and shall incorporate the features, fabrication, delivery, and installation into the baseline construction schedule.
- C. Contractor shall provide the Engineer a minimum of 20 working days' notice indicating that the site will be prepared for the installation of the Monument Sign.
- D. Contractor shall transport, deliver to the site, unload, and store the Monument Sign as indicated in these Special Provisions. Contractor assumes all liability for damage of the Monument Sign during loading, transport, delivery, unloading, storing, and installation operations until such time that the Monument Sign is accepted by the Engineer. Repairs to damaged Monument Sign shall be performed at the discretion of and to the satisfaction of the Engineer, at no additional cost to the Owner. No additional contract working days will be provided due to damage to the Monument Sign features.
- E. The City's representative/designee shall be present during the loading, unloading, and installation of the Monument Sign.
- F. The Monument Sign shall be stored in a safe, dry, and protected location onsite. Storage location shall be approved by the Engineer prior to use.

PART 2 – PRODUCTS

905-2.1 Entry Monument Sign

- A. Contractor shall construct and fabricate the Park Monument Sign per the Plans.
- B. Monument Sign locations will be determined in the field with City's representative or designee.

PART 3 – EXECUTION

905-3.1 Examination

- A. Examine areas and conditions, with Installer (Contractor, Engineer, or City's representative/designee) present, for compliance with requirements for correct and level finished grade, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Unless otherwise indicated, install the Monument Sign after adjacent paving operations have been completed.
- D. Contractor shall protect all paved surfaces from damage during the installation of the Monument Sign. Specific attention is called out for the close proximity paved trail entrance in relation to Wensley Avenue. Damage to paved surfaces shall be replaced at the discretion of and to the satisfaction of the Engineer at no additional cost to the Owner.
- E. Install the Monument Sign level, plumb, true, and securely anchored and positioned at the location indicated on the Plans.

905-3.2 Measure and Payment

Payment for **“Construct Park Monument Sign”**, Complete and in Place shall be made at the contract unit price as shown on the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and performing all work necessary to complete the installation of the Park Monument Sign described or specified in the contract documents including transportation, unloading, storage, excavation, and incidentals necessary to perform the work and no additional payment will be made therefor.

906 STABILIZED DECOMPOSED GRANITE PATH

PART 1 – GENERAL

- A. Drawings and general provisions of the Contract, including General and Special Provisions Sections, apply to this Section.

906-1.1 Summary

- B. This Section includes material and labor requirements for construction with Decomposed Granite with Stabilizer binder additive for the following items:
 - 1. Stabilized Decomposed Granite Path

906-1.2 Performance Requirements

- A. Perform gradation of decomposed granite material

906-1.3 Submittals

- A. Product Data: For each product specified. Submit a 5 lb. sample and sieve analysis for grading of decomposed granite prior to any construction for approval by Engineer.
- B. Shop Drawings: Show details of installation, including plans and sections.

906-1.4 Project/Site Conditions

- A. Field Measurements: Each bidder is required to visit the site of the Work to verify existing conditions. No adjustments will be made to the Contract Sum for Variations in the existing conditions.
- B. Where surfacing is indicated with other construction, verify dimensions of other construction by field measurement before proceeding with the Work.
- C. Environmental Limitations: Do not install decomposed granite during rainy conditions or below 40 degrees Fahrenheit.

906-1.5 Quality Assurance

- A. Installer Qualifications: Installer to provide evidence to indicate successful experience in providing decomposed granite containing Stabilizer binder additive.
- B. Mock-ups: Install 4 ft. wide x 8 ft. long mock-up of decomposed granite with Stabilizer additive at location as directed by owner's representative.

906-1.6 Warranty

- A. General Warranty: The special warranty specified in this section shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranty: Submit a written warranty executed by the installer agreeing to repair or replace components of stabilized surfacing that fail in materials or workmanship within the specified warranty period. Failures include, but not limited to, the following:
 - 1. Premature wear and tear, provide the material is maintained in accordance with manufacturer's written maintenance instructions.
 - 2. Failure of system to meet performance requirements.
- C. Warranty Period: Contractor shall provide warranty for performance of product. Contractor shall warranty installation of product for the time of one year from completion.
- D. Contractor shall provide, for a period of sixty days, unconditional maintenance and repairs as required.

PART 2 – PRODUCTS

906-2.1 Manufacturer

- A. Basis of Design Product: Subject to compliance with requirements as noted herein. Stabilized Decomposed Granite Surfacing to be considered as equal to those specified herein shall be approved by the Engineer, in writing, at least ten working days prior to the project bid date.

- B. Stabilizer:
1. MANUFACTURER: Gail Materials
 - a. Manufacturer: Gail Materials, Inc.
 - i. Address: 10060 Dawson Canyon Rd. Corona, CA 92883
 - ii. Phone: 951-279-1095
 - iii. www.gailmaterials.com
 2. PRODUCT: Natracil
- C. Decomposed Granite:
1. MANUFACTURER: Gail Materials
 - a. Manufacturer: Gail Materials, Inc.
 - i. Address: 10060 Dawson Canyon Rd. Corona, CA 92883
 - ii. Phone: 951-279-1095
 - iii. www.gailmaterials.com
 2. PRODUCT: ½" minus Stabilized Gold D.G.

PART 3 – EXECUTION

906-3.1 Blending Stabilizer

- A. Blend decomposed granite with Stabilizer per manufacturer's recommendation for pathway use.

906-3.2 Placement

- A. After pre-blending, place the Stabilized decomposed aggregate on prepared sub-grade. Level to desired grade and cross section.
- B. Depth of walking paths per plans.

906-3.3 Watering

- A. Water heavily to achieve full depth moisture penetration of the Stabilized pathway Profile. Water activates Stabilizer. To achieve saturation of Stabilized pathway Profile, 25 to 45 gallons of water per 1-ton must be applied.

906-3.4 Compaction

- A. Upon thorough moisture penetration, compact aggregate screening to 85% relative compaction by compaction equipment such as; a 2 to 4 ton double drum roller or a 1,000 lb. single drum roller with vibratory plate tamp. Do not begin compaction for 6 hours after placement and up to 48 hours.
- B. Take care in compacting decomposed granite when adjacent to planting and irrigation systems. Hand tamping with 8" or 10" hand tamp is recommended.

906-3.5 Inspection

- A. Finished surface of pathway shall be smooth, uniform, and solid. There shall be no evidence of chipping or cracking. Cured and compacted pathway shall be firm throughout profile with no spongy areas. Loose material shall not be present on the surface. Any significant irregularities in path surface shall be repaired to the uniformity of entire installation.

906-3.6 Maintenance

- A. Remove debris, such as paper, grass clippings, leaves or other organic material by mechanically blowing or hand raking the surface as needed.

- B. During the first year, a minor amount of loose aggregate will appear on the paving surface (1/16" to 1/4"). If this material exceeds a 1/4", redistribute the material over the entire surface. Water thoroughly to the depth of 1". Compact with power roller of no less than 1000 lbs. This process should be repeated as needed.
- C. If cracking occurs, simply sweep fines into the cracks, water thoroughly and hand tamp with an 8" – 10" hand tramp plate. This process should be repeated as needed.

906-3.7 Repairs

- A. Excavate damaged area to a depth of the Stabilized D.G., square of sidewalls, and thicken edges located at all sides and ends
- B. If area is dry, moisten damaged portion lightly.
- C. Pre-blend the dry required amount of Stabilizer powder with the proper amount of aggregate in a concrete mixer.
- D. Add water to the pre-blended aggregate and Stabilizer. Thoroughly moisten mix with 25 to 45 gallons per 1-ton of pre-blended material or to approximately 10% moisture content.
- E. Apply moistened pre-blended aggregate to excavated area to finish grade.
- F. Compact with an 8" to 10" hand tamp or 250 to 300 Pound roller. Keep traffic off areas for 12 to 48 hours after repair has been completed.

906-3.8 Measure and Payment

Payment for "**Construct Stabilized Decomposed Granite Path Without Header (3" Depth)**" shall be made at the contract unit price as shown on the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment, stabilizer, incidentals and performing all work necessary to complete, maintain, and guarantee Stabilized Decomposed Granite Path work described or specified in the contract documents, and as directed by the Engineer and no additional payment will be made therefor.

APPENDIX A

GEOTECHNICAL REPORT

APPENDIX B

SOILS REPORT



EarthWorks
SOIL AMENDMENTS, INC.

DATE: April 26, 2017

RE: Plank Park, El Centro

Randall, four representative samples were pulled at the above referenced job in El Centro in March. The soil is consistent throughout the project. All four samples have moderate alkalinity. The pH values range from 7.48 to 7.74. Salinity is high. It ranges from 6.03 to 7.22 millimho/cm. Soils are defined as being saline if the salinity is over 4 millimho/cm. Chloride is high. It ranges from 813 to 1,249 parts per million in the saturation extract. Salt-sensitive plants need chloride below about 150 parts per million. Soluble sulfur is also high.

Nitrogen, potassium, magnesium and sulfur are high. Gypsum is present. Phosphorus and boron are low. Potassium, iron, manganese, and copper are sufficient. Total available sodium is high. SAR (sodium adsorption ratio) ranges from 5.9 to 7.5.

Recommendations

General soil preparation on a square foot basis, broadcast the following materials uniformly. The rates are per 1,000 square feet for a 6-inch lift. Incorporate them homogeneously 6 inches deep:

Triple superphosphate (0-45-0) – 4 pounds
Custom Amendment Mix (WCP33) – 3 cy

The amendment mix is an acidic mix, which will help correct the alkalinity of the soil. It will also provide both short and long term nutrient value to the benefit of the plant material.

Homogeneously blend into the excavated site soil. Reducing the salinity to less than 3.00 millimho/cm will be a critical step in amending the soil once the amendments have been added to the soil. This is achieved by leaching the soil.

If you have any questions or need further information, please don't hesitate to contact us.

Sincerely,



WALLACE LABS		SOILS REPORT		Print Date	Mar. 13, 2017	Receive Date	3/10/17	8.c	
365 Coral Circle		Location		Plank Park, El Centro					
El Segundo, CA 90245		Requester		Lefo, EarthWorks Soil Amendments, Inc.					
(310) 615-0116		graphic interpretation: * very low, ** low, *** moderate							
ammonium bicarbonate/DTPA		*** * high, ***** very high							
extractable - mg/kg soil		Sample ID Number	17-72-25	17-72-26	17-72-27	17-72-28			
Interpretation of data		Sample Description	#1	#2	#3	#4			
low medium high		elements	graphic	graphic	graphic	graphic			
0 - 7 8-15 over 15		phosphorus	3.08 **	2.72 *	2.36 *	3.31 **			
0-60 60 -120 121-180		potassium	223.48 *****	212.31 *****	199.66 *****	186.10 *****			
0 - 4 4 - 10 over 10		iron	9.10 ***	8.50 ***	8.99 ***	10.15 ****			
0- 0.5 0.6- 1 over 1		manganese	5.93 ****	5.90 ****	4.25 ****	7.19 ****			
0 - 1 1 - 1.5 over 1.5		zinc	0.71 **	0.58 **	0.45 *	0.65 **			
0- 0.2 0.3- 0.5 over 0.5		copper	3.87 *****	3.42 *****	3.26 *****	3.20 *****			
0- 0.2 0.2- 0.5 over 1		boron	0.25 ***	0.24 ***	0.26 ***	0.23 ***			
		calcium	210.09 ***	199.39 ***	206.15 ***	213.57 ***			
		magnesium	639.05 *****	736.76 *****	716.05 *****	608.54 *****			
		sodium	714.64 *****	814.18 *****	903.77 *****	661.58 *****			
		sulfur	927.84 *****	1,285.03 *****	1,703.63 *****	988.84 *****			
		molybdenum	0.11 ****	0.11 ****	0.13 ****	0.13 ****			
		nickel	0.23 *	0.24 *	0.21 *	0.24 *			
The following trace elements may be toxic		aluminum	n d *	n d *	n d *	n d *			
The degree of toxicity		arsenic	0.16 *	0.18 *	0.17 *	0.23 *			
depends upon the pH of the soil, soil texture,		barium	0.82 *	0.52 *	0.42 *	0.56 *			
organic matter, and the		cadmium	0.07 *	0.07 *	0.06 *	0.06 *			
concentrations of the		chromium	n d *	n d *	n d *	0.01 *			
individual elements as well		cobalt	0.06 *	0.06 *	0.07 *	0.08 *			
as to their interactions		lead	1.64 **	1.46 **	1.48 **	1.60 **			
		lithium	0.33 *	0.33 *	0.34 *	0.29 *			
		mercury	n d *	n d *	n d *	n d *			
		selenium	0.60 **	0.71 **	0.56 **	0.60 **			
		silver	n d *	n d *	n d *	n d *			
		strontium	3.43 *	3.07 *	3.02 *	3.17 *			
		tin	n d *	n d *	n d *	n d *			
		vanadium	0.43 *	0.42 *	0.42 *	0.52 *			
		Saturation Extract							
over 8.0 is too alkaline		pH value	7.48 ***	7.64 ****	7.69 ****	7.74 ****			
The ECe is a measure of the soil salinity:		ECe (milli-mho/cm)	6.09 *****	6.86 *****	7.22 *****	6.03 *****			
1-2 affects a few plants		calcium	549.5 27.5	600.6 30.0	580.6 29.0	554.6 27.5			
2-4 affects some plants,		magnesium	150.4 12.4	188.3 15.6	185.2 15.3	160.4 13.3			
> 4 affects many plants.		sodium	622.6 27.1	703.5 30.6	809.5 35.2	611.8 26.6			
		potassium	18.1 0.5	16.8 0.4	16.8 0.4	14.8 0.4			
		cation sum	67.4	76.6	80.0	68.0			
problems over 150 ppm		chloride	813 22.9	915 25.8	1,249 35.2	819 23.1			
good 20 - 30 ppm		nitrate as N	86 6.1	113 8.1	129 9.2	140 10.0			
		phosphorus as P	0.2 0.0	0.2 0.0	0.1 0.0	0.2 0.0			
toxic over 800		sulfate as S	680.3 42.5	725.8 45.4	745.2 46.6	659.3 41.7			
		anion sum	71.6	79.2	90.9	74.3			
toxic over 1 for many plants		boron as B	0.16 *	0.17 *	0.17 *	0.10 *			
increasing problems start at 3		SAR	6.1 ****	6.4 ****	7.5 ****	5.9 ***			
est. gypsum requirement-lbs./1000 sq. ft.			250	299	307	231			
		relative infiltration rate	fair/slow	fair	fair	fair/slow			
		estimated soil texture	clay	clay	clay	clay			
		lime (calcium carbonate)	high	high	high	high			
		organic matter	low	low	low	low			
		moisture content of soil	6.9%	7.3%	6.9%	5.9%			
		half saturation percentage	33.6%	38.1%	30.7%	28.6%			

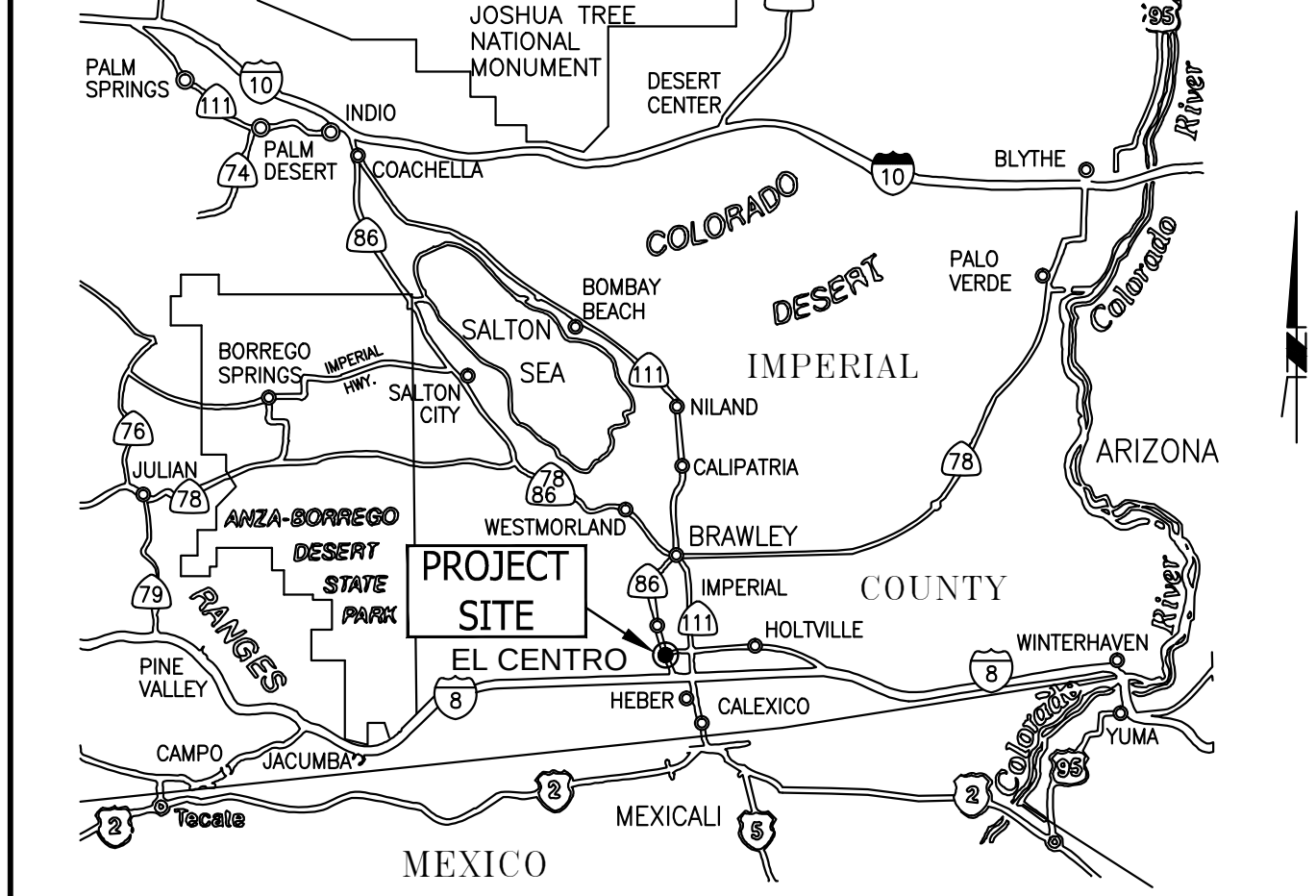
Plank Park Final Special Provisions - Vol 2 (2384 : Plank Park plans and specs)

Elements are expressed as mg/kg dry soil or mg/l for saturation extract.
 pH and ECe are measured in a saturation paste extract. nd means not detected.
 Analytical data determined on soil fraction passing a 2 mm sieve.

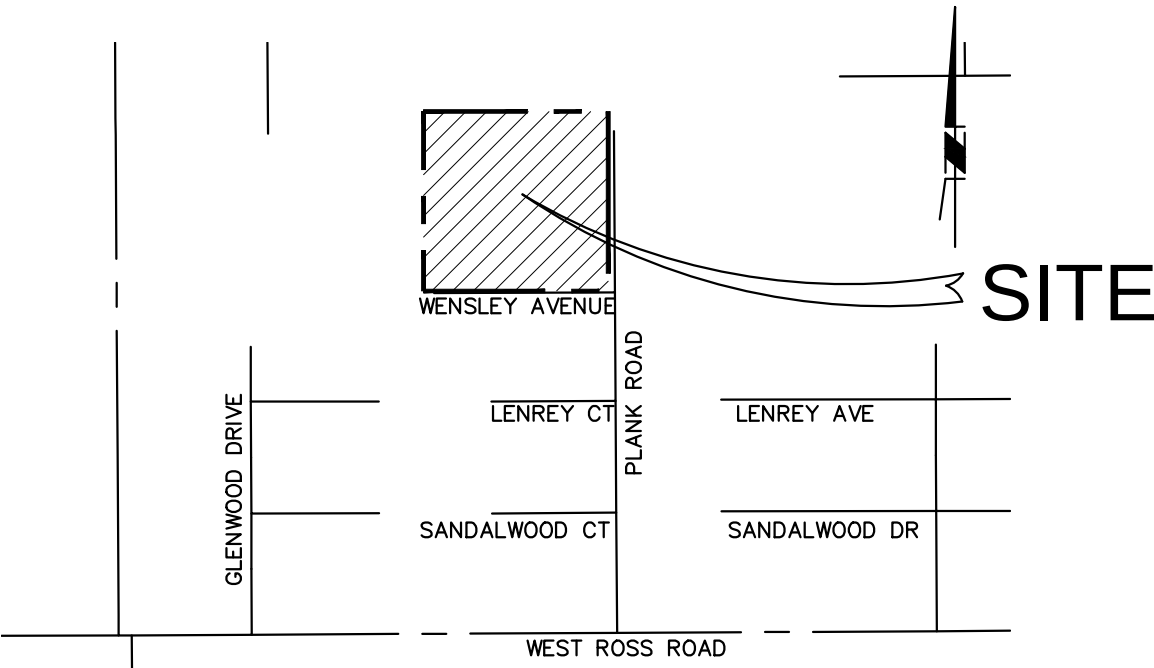
APPENDIX C

IID SPECIFICATIONS

Drawing name: \\sdrp01\loc_and1\SDC_DEVELOPMENT\06 El Centro On-Call\Y04 Plank Park\Design\Plan Sheets\095865105-CV.dwg Jun 26, 2017 8:43am by Joe Cogswell



VICINITY MAP



LOCATION MAP

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ASSUME FULL RESPONSIBLE CHARGE FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE SIGNATURE OF THESE PLANS AND THE REVIEW OF THE PLANS BY THE CITY OF EL CENTRO, IS A REVIEW OF GENERAL COMPLIANCE WITH CITY STANDARDS. THIS APPROVAL IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OR ACCURACY OF THE DESIGN IMPROVEMENTS. SUCH APPROVAL DOES NOT, THEREFORE, RELIEVE ME OF MY RESPONSIBILITY FOR THE DESIGN OF THESE IMPROVEMENTS.

BY: *Megan R. Ulery* 6/23/2017
MEGAN R. ULERY, P.E. 73385 DATE:

ENGINEER OF WORK "AS-BUILT" CERTIFICATE

AS ENGINEER OF WORK, I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE IMPROVEMENTS SHOWN ON THIS SET OF CONSTRUCTION PLANS, HAVE BEEN INSTALLED AND CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THESE AS-BUILT PLANS, INCLUDING ALL APPROPRIATE STANDARDS AND ANY DISCRETIONARY APPROVAL(S) FOR THE PROJECT.

MEGAN R. ULERY, P.E. 73385 DATE:



Kimley»Horn

401 B Street, Suite 600, San Diego, California 92101
Phone: 619.234.9411 / Fax: 619.234.9433 /
www.kimley-horn.com

CITY OF EL CENTRO
PUBLIC IMPROVEMENT PLANS FOR
PLANK PARK
CONSTRUCTION DOCUMENTS

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 AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE 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, AND STORM DRAINS 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 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. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE FOLLOWING OWNERS OF UTILITIES OR STRUCTURES AT LEAST THREE (3) DAYS PRIOR TO ANY EXCAVATION FOR VERIFICATION AND LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK:
 - A. CITY OF EL CENTRO (760) 337-5182
 - B. UNDERGROUND SERVICE ALERT (800) 422-4133
 - C. WATER AND SEWER (760) 337-4505
 - D. TIME WARNER (760) 764-5455
 - E. AT&T (858) 886-1935
 - F. SOUTHERN CALIFORNIA GAS COMPANY (800) 422-4133
 - G. IMPERIAL IRRIGATION DISTRICT - WATER (760) 339-9254
 - H. IMPERIAL IRRIGATION DISTRICT - POWER (760) 339-9280
6. 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 THE PLANS. ALL DAMAGES THERETO CAUSED BY THE CONTRACTOR SHALL BE REPAIRED TO THE APPROPRIATE SPECIFICATIONS AND STANDARDS AT THE EXPENSE OF THE CONTRACTOR.
7. 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.
8. LOCATION AND ELEVATION OF EXISTING IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.
9. CONTRACTOR SHALL COORDINATE WITH CITY PROVIDED TESTING ENGINEER FOR ALL WORK NEEDING MATERIALS TESTING, SUCH AS BUT NOT LIMITED TO: PAVEMENT SUBGRADE, PAVEMENT BASE, ASPHALT CONCRETE, AND PORTLAND CEMENT CONCRETE.
10. ANY WORK DONE WITHOUT INSPECTION OR MATERIALS TESTING IS SUBJECT TO REMOVAL OR CORRECTION AT CONTRACTOR'S EXPENSE.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ANY DAMAGE TO THE EXISTING IMPROVEMENTS AND REPLACEMENT TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE OWNER.

BASIS OF BEARINGS

THE BEARING OF SOUTH 89°57'21" EAST ALONG THE NORTH LINE OF PARCEL "A" ACCORDING TO MAP ON FILE IN BOOK 21, PAGES 94-96, OF FINAL MAPS IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER IS THE BASIS FOR MEASURED BEARINGS SHOWN HEREON.

BENCHMARK

THE BENCHMARK FOR THIS PROJECT IS THE SAME BENCHMARK AS THE DESERT VILLAGE WEST UNITS 1 & 2, PROVIDED BY DYNAMIC CONSULTING ENGINEERS, INC.

BENCHMARKS:

1. CHIPPED "+" EAST SIDE MANHOLE RIM AT THE INTERSECTION OF ORANGE AVE & LOTUS AVE. ELEVATION 63.97
2. CHIPPED "S" SOUTHEAST CORNER UPSTREAM WING WALL EVERGREEN CHECK AT DELIVERY 18. ELEVATION 70.50
3. CHIPPED "S" EAST UPSTREAM WING WALL CHECK IN LOTUS CANAL N. OF ORANGE AVE. ELEVATION 67.61
4. CHIPPED "+" WEST END OF HEADWALL IN LOTUS CANAL SOUTH OF ROSS AVE. ELEVATION 71.15
5. CHIPPED "+" EAST SIDE OF MANHOLE RIM AT C/L HAMILTON AVE., 300'+ W. LOTUS CANAL. ELEVATION 65.90
6. CHIPPED "S" E. END OUTLET EVERGREEN CANAL NORTH SIDE ROSS AVE. ELEVATION 72.23

CONSTRUCTION NOTES

1. THE EXISTING CONDITIONS REFLECTED ON THESE PLANS ARE AS OF THE DATE THE PLANS WERE SIGNED BY THE ENGINEER OF WORK. THE CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS IN THE NEW IMPROVEMENTS (DRIVEWAY AND WALKWAY LOCATIONS, WIDTHS, AND MATERIALS) TO CONFORM TO THE EXISTING CONDITIONS AT THE TIME OF CONSTRUCTION. THE CONTRACTOR SHALL REVIEW ALL PROPOSED ADJUSTMENTS WITH THE CITY ENGINEER PRIOR TO THEIR CONSTRUCTION.
2. ALL DRIVEWAY AND WALKWAY IMPROVEMENTS CONSTRUCTED ON PRIVATE PROPERTY TO TRANSITION FROM THE NEW PUBLIC IMPROVEMENTS TO EXISTING PRIVATE IMPROVEMENTS SHALL BE INSTALLED WITH THE FOLLOWING CRITERIA:
 - A. MAXIMUM LONGITUDINAL SLOPE: DRIVEWAYS = 9.67%; WALKWAYS = 5%
 - B. MAXIMUM CROSS SLOPE: DRIVEWAYS = 1.7%; WALKWAYS = 1.7%

UNDERGROUND UTILITY CONFLICT NOTES

1. LOCATIONS AND DEPTHS OF UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND BASED ON AVAILABLE RECORD DRAWINGS. EXACT LOCATIONS AND DEPTHS OF EXISTING GAS LATERALS ARE UNKNOWN.
2. CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE MARK-OUT OF ALL UNDERGROUND FACILITIES PRIOR TO ANY EXCAVATION.
3. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL LOCATION AND DEPTH OF ALL UNDERGROUND FACILITIES. WHERE THE CONTRACTOR DETERMINES A CONFLICT EXISTS BETWEEN AN EXISTING "DRY" UTILITY AND THE PROPOSED IMPROVEMENTS, THE CONTRACTOR SHALL COORDINATE THE TIMELY RELOCATION OF THE UTILITY WITH THE UTILITY OWNER.
4. PRIOR TO EXCAVATING FOR THIS CONTRACT THE CONTRACTOR SHALL CONFIRM THAT NO UNDERGROUND UTILITIES ARE WITHIN 3' HORIZONTALLY OF THE PROPOSED EXCAVATION. ANY UTILITY FOUND TO BE WITHIN 3' OF THE EXCAVATION SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER. THE LOCATION OF THE PROPOSED IMPROVEMENTS SHALL BE ADJUSTED AS DIRECTED BY THE CITY ENGINEER.

BY: *Megan R. Ulery*
MEGAN R. ULERY, P.E. 73385

NOTES TO CONTRACTOR

1. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.
2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

SHEET INDEX	
Sheet Number	Sheet Title
CV-01	COVER SHEET
EC-01	EROSION CONTROL DETAILS
EC-02	EROSION CONTROL PLAN
HC-01	HORIZONTAL CONTROL PLAN
GD-01	GRADING PLAN
HS-01	HARDSCAPE PLAN
HS-02	HARDSCAPE DETAILS
EL-01	GENERAL NOTES
EL-02	ELECTRICAL PLAN
EL-03	ELECTRICAL DETAILS
LS-01	LANDSCAPE PLAN
IR-01	IRRIGATION PLAN
IR-02	IRRIGATION DETAILS

PROJECT INFORMATION

OWNER

CITY OF EL CENTRO
1275 MAIN STREET
EL CENTRO, CA 92243
TEL. (760) 337-4508

CIVIL ENGINEER, ELECTRICAL ENGINEER,
AND LANDSCAPE ARCHITECTURE

KIMLEY-HORN AND ASSOCIATES, INC.
401 B STREET
SUITE 600
SAN DIEGO, CA 92101
TEL (619) 234-9411

SURVEY

DYNAMIC CONSULTING ENGINEERS, INC.
2415 IMPERIAL BUSINESS PARK DRIVE
SUITE B
IMPERIAL, CA 92251
TEL (760) 545-0162

ABBREVIATIONS

AB	AGGREGATE BASE	HORIZ	HORIZONTAL	S	SOUTH
AC	ASPHALT CONCRETE	HT	HEIGHT	SB	SOUTH BOUND
ACP	ASBESTOS CEMENT PIPE	ICB	IRRIGATION CONTROL BOX	SCH	SCHEDULE
AIC	AMPERES OF INTERRUPTING CURRENT	ICV	IRRIGATION CONTROL VALVE	SD	STORM DRAIN
	OR ALTERNATING CURRENT BASELINE	IE	INVERT ELEVATION	ST	STREET
AVE	AVENUE	INT	INTERSECTION	STD	STANDARD
BEG	BEGIN	INV	INVERT	SDRSD	SAN DIEGO REGIONAL STANDARD
BFP	BACK FLOW PREVENTER	IP	IMPROVEMENT PLAN		DRAWINGS
BKR	BREAKER	IRR	IRRIGATION	SL	STREET LIGHT
BLVD	BOULEVARD	KVA	KILO VOLT-AMPERES	SPEC	SPECIFICATION
BR	BIKE RACK	L	LENGTH	SPPWC	STANDARD PLANS FOR PUBLIC WORKS
BRAC	BRACKET	LED	LIGHT EMITTING DIODE		CONSTRUCTION
C	CONDUIT	LF	LINEAR FEET	STA	STATION
CA	CALIFORNIA	LP	LOW POINT	STR	STRUCTURE
C/L	CENTERLINE	LPS	LOW PRESSURE SODIUM	S/W, SDWK	SIDEWALK
C-C, O.C.	ON CENTER	LT	LEFT	TC	TOP OF CURB
C&G	CURB AND GUTTER	LTP	LIGHT POLE	TD	TOP OF DRAIN
CHIS	CHISELED	LTC	LIGHTING	TELE	TELEPHONE
CI	CURB INLET	MAX.	MAXIMUM	TEMP	TEMPORARY
CIP	CAST IRON PIPE	ME	MATCH EXISTING	TG	TOP OF GRATE
CIR	CIRCUIT	MH	MANHOLE	TP	TOP OF PIPE
CO	CLEANOUT	MIN.	MINIMUM	TRASH	TRASH CAN
CONC	CONCRETE	M/O	MILL AND OVERLAY	TS	TRAFFIC SIGNAL
CT	CALTRANS	MUTCD	MANUAL ON UNIFORM TRAFFIC	TYP	TYPICAL
DG	DECOMPOSED GRANITE		CONTROL DEVICES	UON	UNLESS OTHERWISE NOTED
DI	DROP INLET, DRAINAGE	NB	NORTH BOUND	UG	UNDERGROUND UTILITY TRENCH
Dia	DIAMETER	NIC	NOT IN CONTRACT	VAR	VARIES
DOC	DOCUMENT	NTS	NOT TO SCALE	VERT	VERTICAL
DR	DRIVE	NAVD	NORTH AMERICA VERTICAL DATUM	W	WEST
DWS	DETECTABLE WARNING SURFACE	NO	NUMBER	WB	WEST BOUND
E	EAST	NW	NORTH WEST	W/	WITH
EB	EAST BOUND	OHE	OVERHEAD ELECTRIC	WM	WATER METER
E VAULT	ELECTRICAL VAULT	PB	PULL BOX	WTR	WATER
EG	EXISTING GROUND	P.C.C.	PORTLAND CEMENT CONCRETE	WV	WATER VALVE
ELEC	ELECTRICAL	PH	PHASE		
EL, Elev	ELEVATION	PKWY	PARKWAY		
EP	EDGE OF PAVEMENT	PP	POWER POLE		
EX. EXIST	EXISTING	PROP	PROPOSED		
FD	FOUND	PRVC	POINT OF REVERSE VERTICAL CURVE		
FG	FINISHED GROUND	PVC	POLYVINYL CHLORIDE		
FH	FIRE HYDRANT	RCP	REINFORCED CONCRETE PIPE		
FL	FLOW LINE	RD	ROAD		
FS	FINISHED SURFACE	RT	RIGHT		
FTN	FOUNTAIN	R.S.	RECORD OF SURVEY		
Gnd	GROUND	R/W	RIGHT OF WAY		

CONSTRUCTION LEGEND

ITEM	STD	DWG	SYMBOL
INSTALL A.C. PAVING	-	-	
INSTALL P.C.C. SIDEWALK	CITY OF EL CENTRO	EC-400	
INSTALL WATER LATERAL	CITY OF EL CENTRO	EC-810-2	
INSTALL WATER METER	CITY OF EL CENTRO	EC-704	
INSTALL BACKFLOW PREVENTER	CITY OF EL CENTRO	EC-702	
RIGHT OF WAY LINE			
EXISTING CURB AND GUTTER			
EXISTING FENCE			
EXISTING PED. RAMP			
EXISTING STREET LIGHT			
EXISTING ELECTRICAL CABINET			
EXISTING FIRE HYDRANT			
EXISTING VEGETATION			
EXISTING STORM DRAIN AND INLET			
EXISTING WATER			
EXISTING SANITARY SEWER			
EXISTING GAS LINE			
EXISTING OVERHEAD ELECTRICAL			
EXISTING CONTOUR			
PROPOSED CONTOUR			
EARTHEN SWALE			
GRADING DAYLIGHT LINE			
TOP OF SLOPE			
TOE OF SLOPE			
SLOPE DAGGERS			

Attachment: 2017.06.27 EL CENTRO PLANK PARK Final Plans (2384 : Plank Park Plans and Specs)

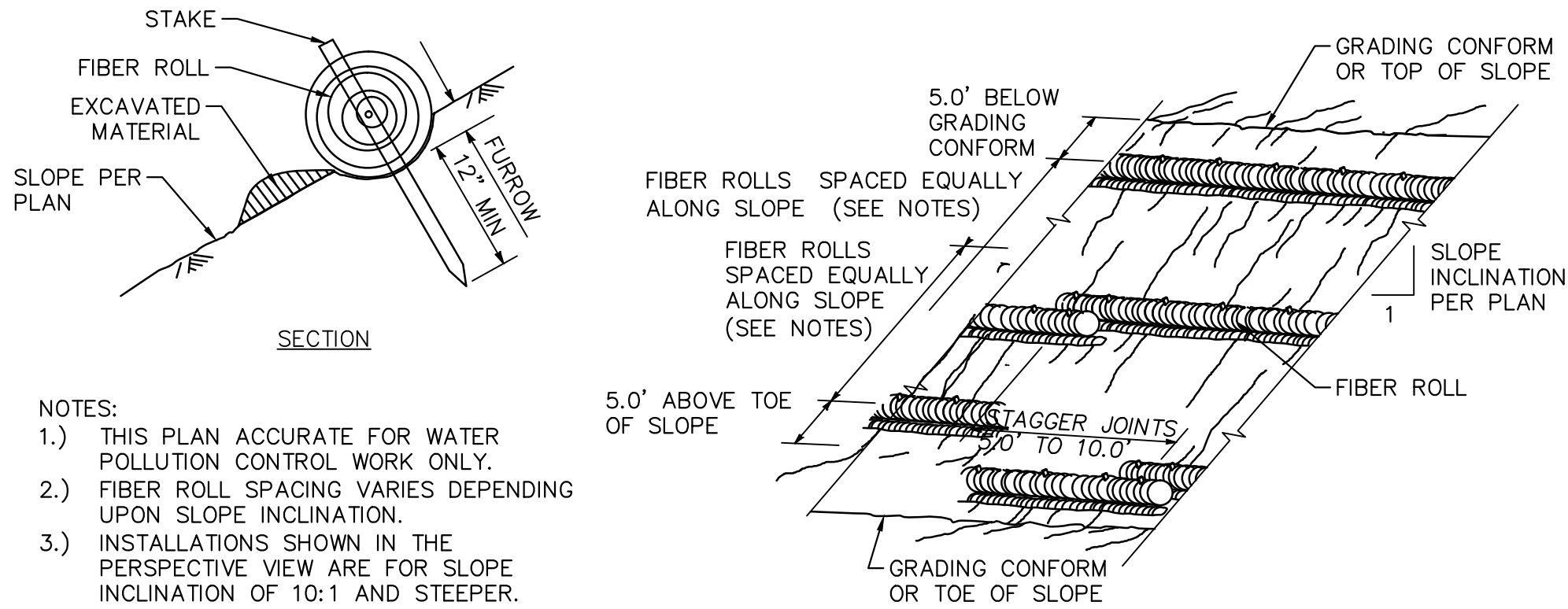
ENGINEER OF WORK		CITY OF EL CENTRO		CITY APPROVED CHANGES	APP	DATE	RECOMMENDED FOR APPROVAL	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF EL CENTRO		DRAWING NO.
BY: <i>Megan R. Ulery</i>	DEPARTMENT OF PARKS AND RECREATION	375 SOUTH FIRST STREET	EL CENTRO, CA 92243				BY: MARCELA PIEDRA	BY: ABRAHAM CAMPOS, P.E. 70281	BY: TERRY HAGEN, P.E. 24740	SEE ABOVE	PUBLIC IMPROVEMENT PLANS FOR: PLANK PARK COVER SHEET		CV-01
CIVIL ENGINEER	DATE: 6/23/2017	(760) 337-4557					DEPUTY CITY MANAGER	CIVIL ENGINEER	PUBLIC WORKS DIRECTOR				

EROSION CONTROL NOTES

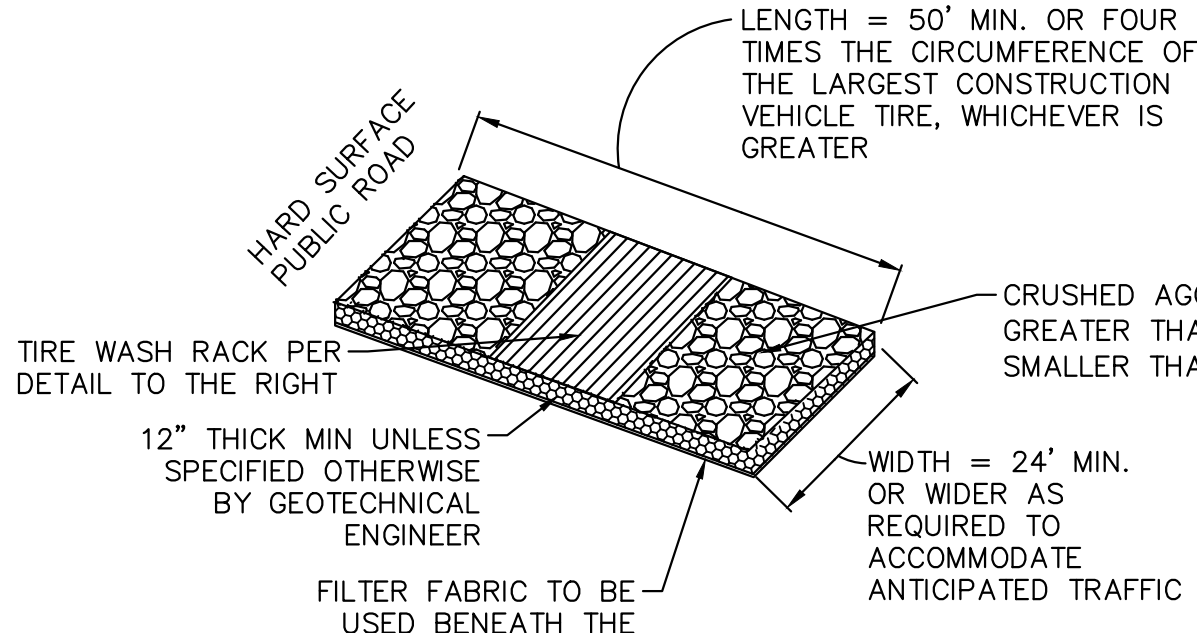
1. THE CONTRACTOR IS RESPONSIBLE FOR MAKING SURE ALL EROSION CONTROL MEASURES HAVE BEEN COMPLETED AND INSPECTED AND ENSURE THAT THE EROSION CONTROL PLAN IS UPDATED REFLECTING THE CURRENT CONDITIONS WITH ADEQUATE BMP CONTROL MEASURES AT ALL TIMES FOR AREAS IN WHICH VEGETATION HAS NOT BEEN PERMANENTLY ESTABLISHED AND/OR CONSTRUCTION IS NOT SCHEDULED TO COMMENCE WITHIN THE NEXT SEVEN (7) DAYS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION, MODIFICATION AND PROPER MAINTENANCE OF THE EROSION CONTROL DEVICES AS NECESSARY. IN THE EVENT OF FAILURE OR REFUSAL TO PROPERLY MAINTAIN SAID DEVICES, THE CITY ENGINEER MAY CAUSE EMERGENCY MAINTENANCE WORK TO BE DONE TO PROTECT ADJACENT PRIVATE AND PUBLIC PROPERTY, THE COST (INCLUDING AN INITIAL MOBILIZATION AMOUNT) OF WHICH SHALL BE CHARGED TO THE OWNER.
3. ALL EROSION CONTROL MEASURES REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO SAFELY DISCHARGE ANY ACCELERATED RUNOFF GENERATED BY THE PROJECT SHALL BE INSTALLED DURING THE INITIAL CONSTRUCTION PHASE OF THE PROJECT.
4. THE CONSTRUCTION AND MAINTENANCE OF ALL EROSION CONTROL SYSTEMS SHALL BE IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED EROSION CONTROL PLAN.
5. TEMPORARY EROSION CONTROL DEVICES SHOWN ON THE EROSION CONTROL PLAN WHICH INTERFERE WITH THE WORK SHALL BE RELOCATED OR MODIFIED AS THE WORK PROGRESSES AS RECOMMENDED BY THE ENGINEER AND AS APPROVED BY THE CITY ENGINEER.
6. ALL REMOVABLE PROTECTION DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40-PERCENT.
7. THE CONSTRUCTION BMP'S MUST BE IN PLACE AT THE END OF EACH WORKING DAY WHEN RAIN IS IMMINENT.
8. THE CONTRACTOR SHALL ONLY GRADE, INCLUDING CLEARING AND GRUBBING, AREAS FOR WHICH THE CONTRACTOR OR QUALIFIED PERSON CAN PROVIDE EROSION AND SEDIMENT CONTROL MEASURES.
9. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL SUB-CONTRACTORS AND SUPPLIERS AREA AWARE OF ALL STORM WATER QUALITY MEASURES AND IMPLEMENT SUCH MEASURES. FAILURE TO COMPLY WITH THE APPROVED SWPPP/WPCP WILL RESULT IN THE ISSUANCE OF CORRECTION NOTICES, CITATIONS, CIVIL PENALTIES AND/OR STOP WORK NOTICES.
10. THE CONTRACTOR OR QUALIFIED PERSON SHALL BE RESPONSIBLE FOR CLEANUP OF ALL SILT, DEBRIS AND MUD ON AFFECTED AND ADJACENT STREET(S) AND WITHIN STORM DRAIN SYSTEM DUE TO CONSTRUCTION VEHICLES/EQUIPMENT AND CONSTRUCTION ACTIVITY AT THE END OF EACH WORK DAY.
11. THE CONTRACTOR SHALL PROTECT NEW AND EXISTING STORM WATER CONVEYANCE SYSTEMS FROM SEDIMENTATION. CONCRETE RINSE, OR OTHER CONSTRUCTION RELATED DEBRIS AND DISCHARGES WITH THE APPROPRIATE BMPS THAT ARE ACCEPTABLE TO THE ENGINEER AND AS INDICATED IN THE SWPPP/WPCP.
12. THE CONTRACTOR SHALL CONDUCT VISUAL INSPECTIONS DAILY AND MAINTAIN ALL BMPS AS NEEDED. VISUAL INSPECTIONS AND MAINTENANCE OF ALL BMPS SHALL BE CONDUCTED BEFORE, DURING AND AFTER EVERY RAIN EVENT AND EVERY 24 HOURS DURING ANY PROLONGED RAIN EVENT. THE CONTRACTOR SHALL MAINTAIN AND REPAIR ALL BMPS AS SOON AS POSSIBLE AS SAFETY ALLOWS.
13. EROSION CONTROL SYSTEMS SHALL BE SERVICED AND MAINTAINED TO PROVIDE CONTINUOUS CAPACITY AND ADEQUACY TO FUNCTION AS DESIGNED. AFTER PRECIPITATION EXCEEDING ONE-QUARTER (1/4) INCH IN ANY 12-HOUR PERIOD, OR UPON DIRECTION OF THE CITY ENGINEER, SILT AND DEBRIS SHALL BE REMOVED FROM CHECK DAMS AND DESILTING BASINS AND THE BASINS PUMPED DRY AND OTHERWISE RESTORED TO THE ORIGINAL DESIGN CONDITION.
14. DESILTING BASINS CONSTRUCTED OF COMPACTED EARTH SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 90 PERCENT OF MAXIMUM DENSITY. A SOIL ENGINEERING REPORT INCLUDING THE TYPE OF FIELD TESTING PERFORMED, LOCATION, AND RESULTS OF TESTING SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL UPON COMPLETING THE DESILTING BASIN.
15. EROSION CONTROL PROVISIONS SHALL INCLUDE AND COMPLEMENT DRAINAGE PATTERNS DURING THE CURRENT AND FUTURE PHASES OF GRADING THROUGHOUT THE RAINY SEASON.
16. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION. NECESSARY PRECAUTIONS MAY INCLUDE, BUT NOT BE LIMITED TO, APPROPRIATE PERIMETER FENCING OR A 24-HOUR GUARD PREVENTING UNAUTHORIZED PERSONS FROM ENTERING THE BASINS.
17. GRADED AREAS AROUND THE TRACT PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY.
18. PAVED STREETS, SIDEWALKS, AND OTHER IMPROVEMENTS SHALL BE MAINTAINED IN A NEAT AND CLEAN CONDITION, FREE OF LOOSE SOIL, CONSTRUCTION DEBRIS, AND TRASH. STREET SWEEPING OR OTHER EQUALLY EFFECTIVE MEANS SHALL BE USED ON A REGULAR BASIS TO CONTROL EROSION. WATERING SHALL NOT BE USED TO CLEAN STREETS EXCEPT FOR THE REMOVAL OF FINE MATERIAL NOT OTHERWISE REMOVED BY SWEEPING OR OTHER MECHANICAL MEANS.
19. STAND-BY CREWS SHALL BE ALERTED BY THE CONTRACTOR FOR EMERGENCY WORK DURING RAINSTORMS.
20. GRAVEL BAGS AND NECESSARY MATERIALS IN ACCORDANCE WITH THE APPROVED PLANS, SHALL BE AVAILABLE ONSITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES OR TO REPAIR ANY DAMAGED EROSION CONTROL MEASURES WHEN RAIN IS IMMINENT. A STAND-BY CREW SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON.
21. ALL UTILITY TRENCHES SHALL BE BACKFILLED WITHIN 24 HOURS AND MUST BE BACKFILLED BEFORE THE END OF THE WORKDAY IF A 40-PERCENT CHANCE OF RAIN IS PREDICTED.
22. A GRAVEL BAG SILT BASIN OR TRAP SHALL BE PROVIDED AT EVERY STORM DRAIN INLET TO PREVENT SEDIMENT FROM ENTERING THE STORM DRAIN SYSTEM.
23. PROVIDE VELOCITY CHECK DAMS IN ALL UNPAVED STREET AREAS AT THE INTERVALS INDICATED BELOW. VELOCITY CHECK DAMS MAY BE CONSTRUCTED OF GRAVEL BAGS, TIMBER, OR OTHER EROSION RESISTANT MATERIALS APPROVED BY THE CITY ENGINEER, AND SHALL EXTEND COMPLETELY ACROSS THE STREET AT RIGHT ANGLES TO THE CENTERLINE. EARTH DIKES MAY NOT BE USED AS VELOCITY CHECK DAMS. CHECK DAM INSTALLATION SHALL PROVIDE FOR THE PREVENTION OF EROSION AROUND THE ENDS OF THE DAM.

GRADE OF THE STREET INTERVAL
LESS THAN 2% AS REQUIRED
2% TO 4% 100 FEET
4% TO 10% 50 FEET
OVER 10% 25 FEET
24. THE CONTRACTOR MUST PROVIDE HYDROSEED (PER LANDSCAPE SEED MIX) ON ALL EXPOSED GRADED AREAS IF THE SITE IS EXPECTED TO SIT DORMANT FOR MORE THAN A MONTH.
25. THE CONTRACTOR MUST PROVIDE A 24-HOUR TELEPHONE NUMBER AND THE NAME(S) OF THE PERSON(S) RESPONSIBLE FOR EMERGENCY WORK. A TELEPHONE ANSWERING MACHINE OR ANSWERING SERVICE IS UNACCEPTABLE.

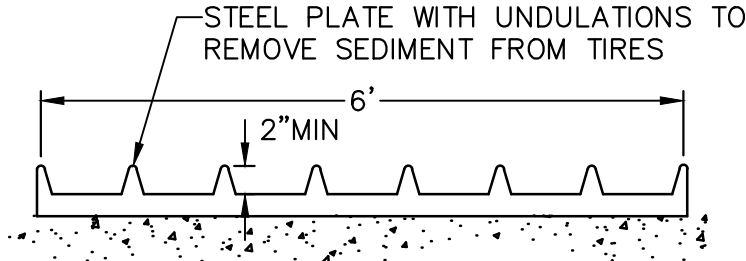
NAME 24-HOUR TELEPHONE NUMBER



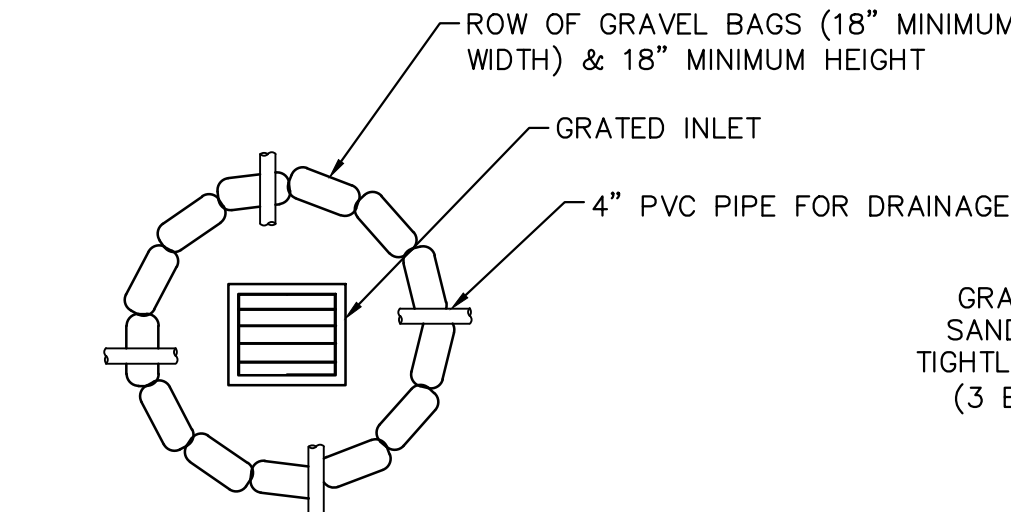
A TEMPORARY FIBER ROLL
NOT TO SCALE
(CASQA SE-5)



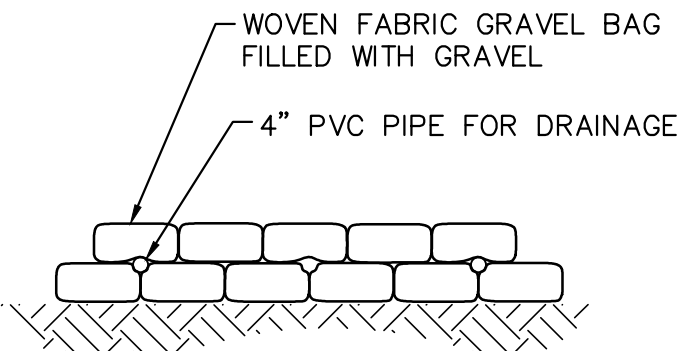
B STABILIZED CONSTRUCTION ENTRANCE/EXIT
NOT TO SCALE
(CASQA TC-1)



TIRE WASH RACK
NOT TO SCALE



GRADED INLET - PLAN VIEW



GRADED INLET - FRONT VIEW

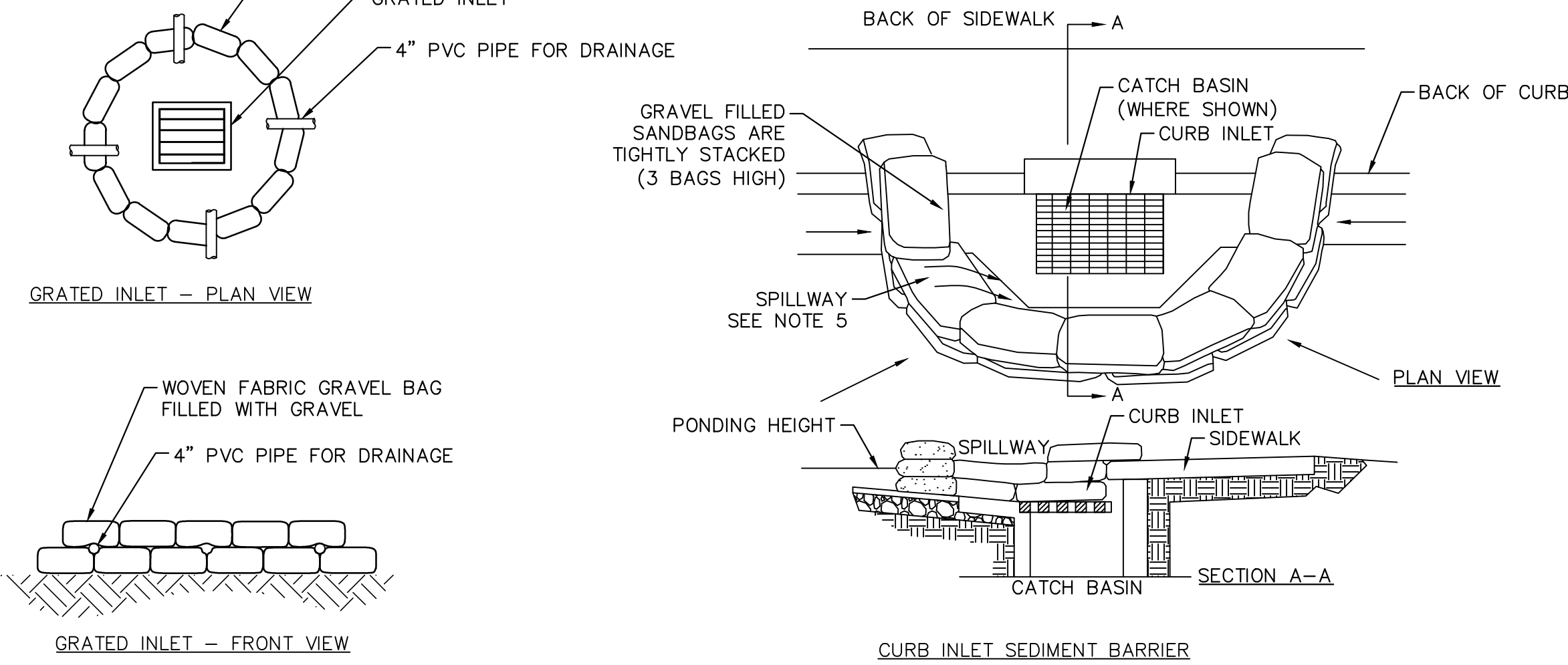
NOTES:

1. GRAVEL BAG MATERIAL: POLYPROPYLENE, POLYETHYLENE OR POLYIMIDE WOVEN FABRIC, MINIMUM UNIT WEIGHT 4 OUNCES PER SQUARE YARD, MULLEN BURST STRENGTH EXCEEDING 300 PSI AND ULTRAVIOLET STABILITY EXCEEDING 70%.
2. GRAVEL BAG SHALL BE FILLED WITH 3/4" ROCK OR 1/4" PEA GRAVEL.
3. PLACE SEVERAL LAYERS OF GRAVEL BAGS (12" MINIMUM HIGH) OVERLAPPING THE BAGS AND PACKING THEM TIGHTLY TOGETHER.
4. LEAVE GAP OF ONE BAG ON THE TOP ROW TO SERVE AS A SPILLWAY.
5. PLACE WIRE MESH OVER AND 1' (MINIMUM) BEYOND THE INLET STRUCTURE.
6. PLACE FILTER FABRIC OVER WIRE MESH.
7. PLACE 3/4" TO 3" GRAVEL OVER THE FILTER FABRIC/WIRE MESH (12" MINIMUM DEPTH OVER THE ENTIRE INLET OPENING).

NOTES:

1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. SANDBAGS, OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY.
3. LEAVE ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.
5. FOR SUMP CONDITION: SPILLWAY SHALL BE 1 BAG HIGH AND BE LOCATED ON BOTH SIDES OF THE CURB INLET. FOR FLOW-BY CONDITION: SPILLWAY SHALL BE 2 BAGS HIGH AND BE LOCATED ON THE UPSTREAM SIDE OF CURB INLET.

C GRAVEL BAG INLET PROTECTION
NOT TO SCALE
(CASQA SE-10)

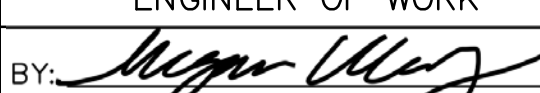
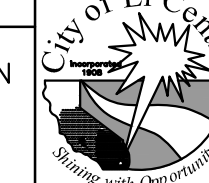


CURB INLET SEDIMENT BARRIER

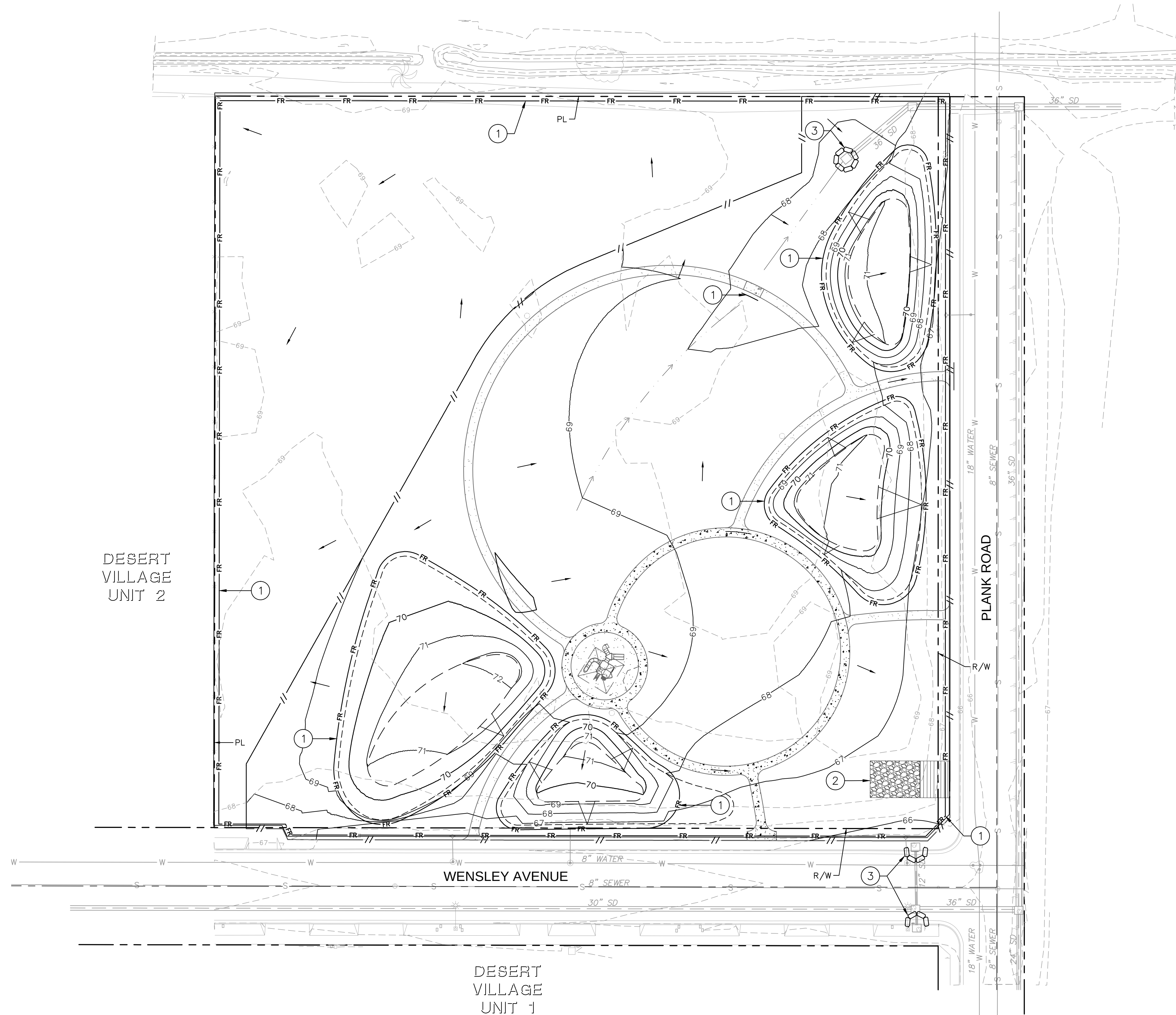


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ENGINEER OF WORK		CITY OF EL CENTRO		CITY APPROVED CHANGES	APP	DATE	RECOMMENDED FOR APPROVAL	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF EL CENTRO	DRAWING NO.
BY:  MEGAN R. ULERY, P.E. 73385		DEPARTMENT OF PARKS AND RECREATION 375 SOUTH FIRST STREET EL CENTRO, CA 92243 (760) 337-4557					BY: MARCELA PIEDRA DEPUTY CITY MANAGER	BY: ABRAHAM CAMPOS, P.E. 70281	BY: TERRY HAGEN, P.E. 24740	SEE SHEET CV-01	PUBLIC IMPROVEMENT PLANS FOR: PLANK PARK EROSION CONTROL DETAILS	EC-01
CIVIL ENGINEER		DATE: 6/23/2017					DATE	DATE	DATE			

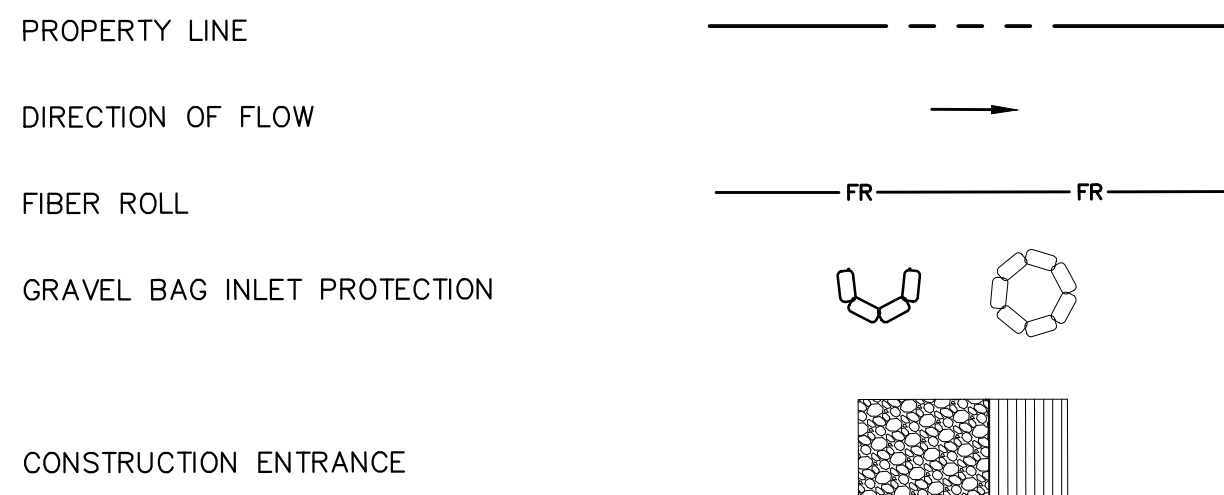
Drawing name: \\SND\PROJ\CA_SND\1\SD_DEV\095865100 El Centro On-Call\104 Plank Park\Design\Plan Sheets\095865105-EC.dwg EC-02 - EROSION CONTROL PLAN Jun 23, 2017 11:37am by joshua.bellik



EROSION CONTROL NOTES

- 1 INSTALL TEMPORARY FIBER ROLLS PER DETAIL A ON SHEET EC-01 (CASQA SE-5)
- 2 INSTALL CONSTRUCTION ENTRANCE/EXIT PER DETAIL C ON SHEET EC-01 (CASQA TC-1)
- 3 GRAVEL BAG INLET PROTECTION PER DETAIL D ON SHEET EC-01 (CASQA SE-10)

LEGEND

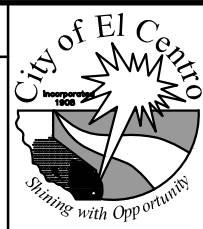


CONTRACTOR SHALL INSTALL AND MAINTAIN A 6' CHAIN LINK FENCE WITH FABRIC SCREEN AND GATES AROUND PERIMETER OF SITE DURING CONSTRUCTION. GATE SHALL BE CLOSED AND LOCKED DURING NON-WORKING HOURS. CONTRACTOR MUST FURNISH LOCKS AND PROVIDE A COPY OF THE KEY TO CITY.



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CITY APPROVED CHANGES	APP	DATE

RECOMMENDED FOR APPROVAL	DATE
BY: MARCELA PIEDRA DEPUTY CITY MANAGER	

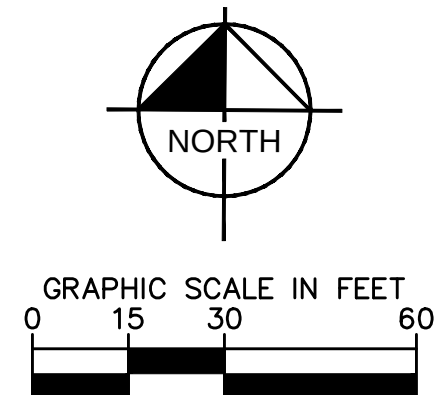
RECOMMENDED FOR APPROVAL	DATE
BY: ABRAHAM CAMPOS, P.E. 70281	

APPROVED FOR CONSTRUCTION	DATE
BY: TERRY HAGEN, P.E. 24740	

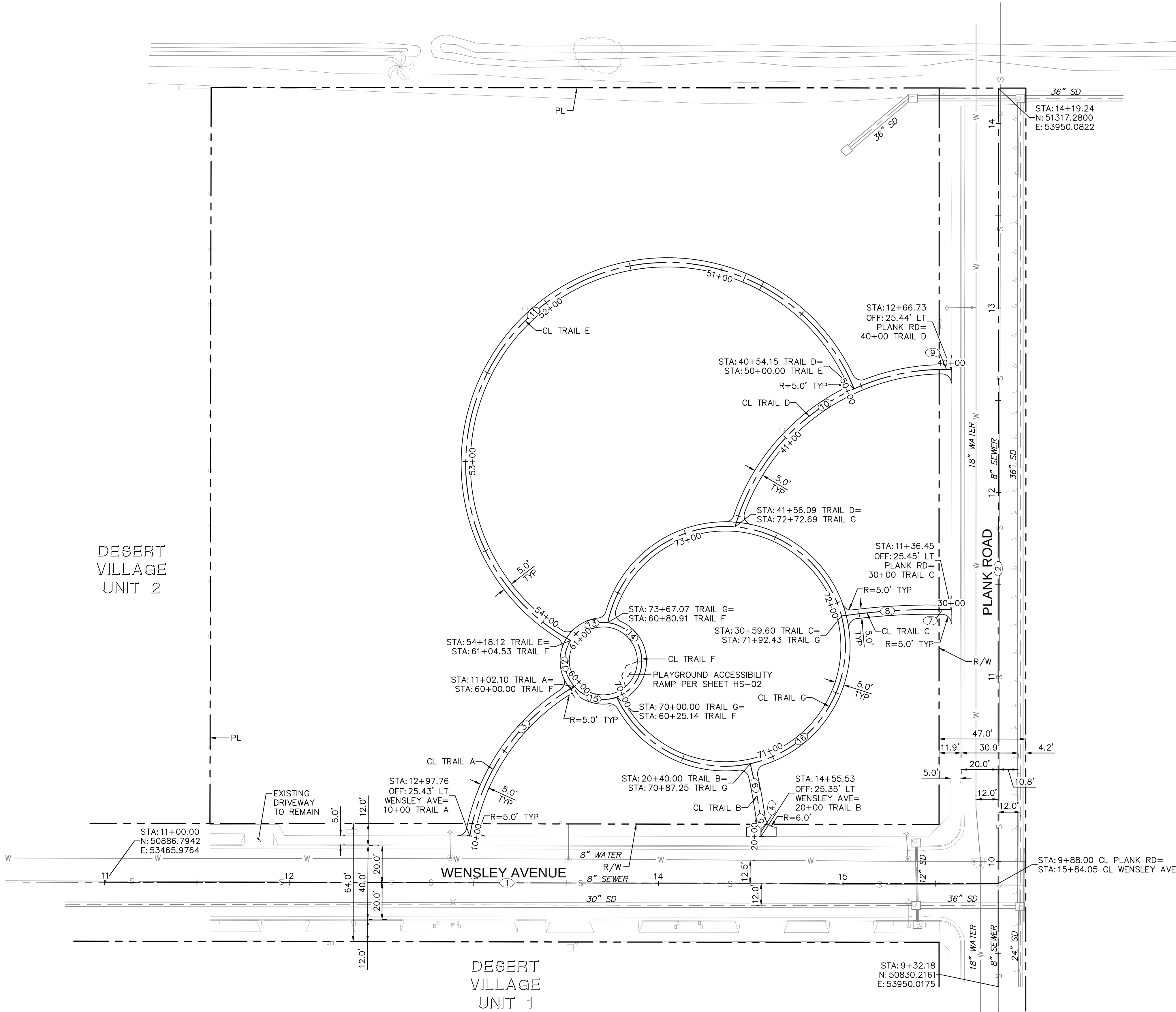
BENCH MARK
SEE SHEET CV-01

CITY OF EL CENTRO
PUBLIC IMPROVEMENT PLANS FOR:
PLANK PARK
EROSION CONTROL PLAN

DRAWING NO.
EC-02



Drawing name: \\SNDP001\CA_SND\1_SND_DEV\095865100 El Centro On-Call\104 Plank Park\Design\Plan Sheets\095865105-HC.dwg HC-01 - HORIZONTAL CONTROL PLAN Jun 23, 2017 11:38am by: pathua.bielik

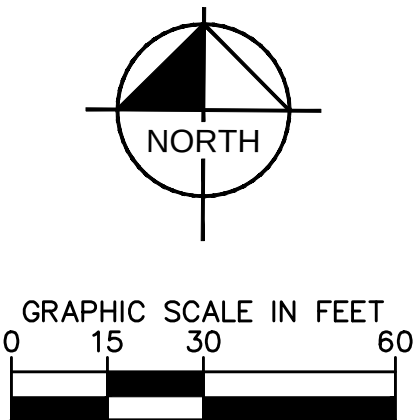


CENTERLINE DATA				
NO.	DELTA OR BRG	RADIUS	LENGTH	REMARKS
1	S 89°54'39" E		484.05'	WENSLEY AVE
2	N 0°00'27" E		487.06'	PLANK RD
3	Δ=50° 27' 22"	115.94'	102.10'	TRAIL A
4	N 0°11'40" E		4.74'	TRAIL B
5	Δ=8° 28' 38"	50.00'	7.40'	TRAIL B
6	Δ=5° 27' 03"	292.84'	27.86'	TRAIL B
7	N 89°33'53" W		9.47'	TRAIL C
8	Δ=8° 50' 07"	325.09'	50.13'	TRAIL C
9	S 89°56'17" W		5.06'	TRAIL D
10	Δ=73° 34' 42"	117.61'	151.03'	TRAIL D
11	Δ=219° 30' 01"	109.14'	418.12'	TRAIL E
12	Δ=73° 31' 42"	20.91'	26.83'	TRAIL F
13	Δ=64° 44' 11"	20.91'	23.62'	TRAIL F
14	Δ=152° 49' 57"	20.91'	55.77'	TRAIL F
15	Δ=68° 54' 09"	20.91'	25.14'	TRAIL F
16	Δ=323° 33' 44"	65.00'	367.07'	TRAIL G



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BY:  MEGAN R. ULERY, P.E. 73385		DEPARTMENT OF PARKS AND RECREATION 375 SOUTH FIRST STREET EL CENTRO, CA 92243 (760) 337-4557					BY: MARCELA PIEDRA DEPUTY CITY MANAGER DATE	BY: ABRAHAM CAMPOS, P.E. 70281 CIVIL ENGINEER DATE	BY: TERRY HAGEN, P.E. 24740 PUBLIC WORKS DIRECTOR DATE	SEE SHEET CV-01	PUBLIC IMPROVEMENT PLANS FOR: PLANK PARK HORIZONTAL CONTROL PLAN		HC-01

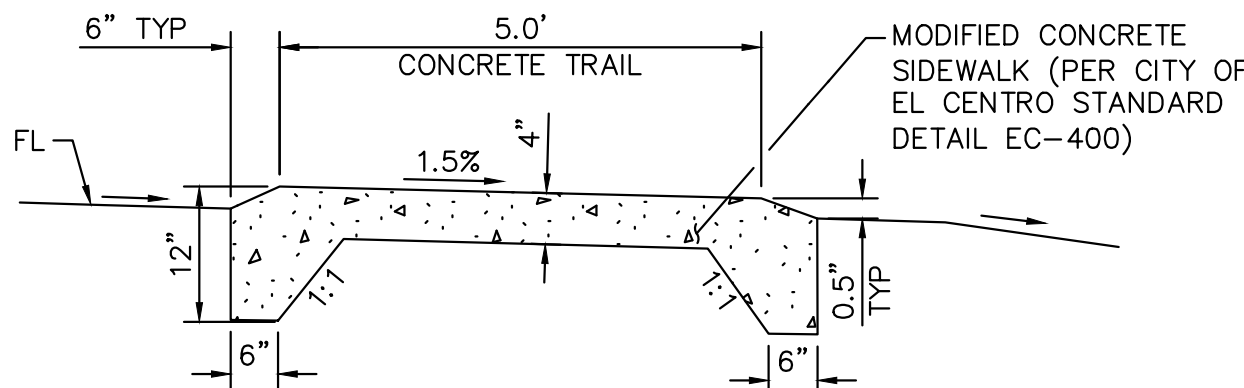
CONSTRUCTION NOTES

- 1 PROTECT IN PLACE
- 2 CONSTRUCT CONCRETE TRAIL SECTION PER DETAIL BELOW

EARTHWORK QUANTITIES

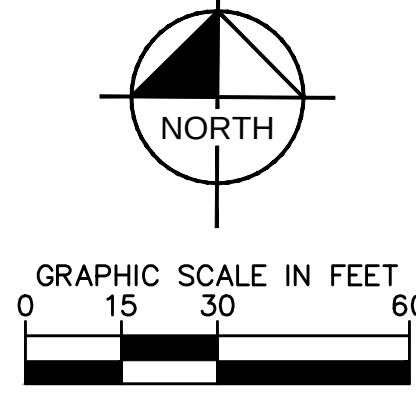
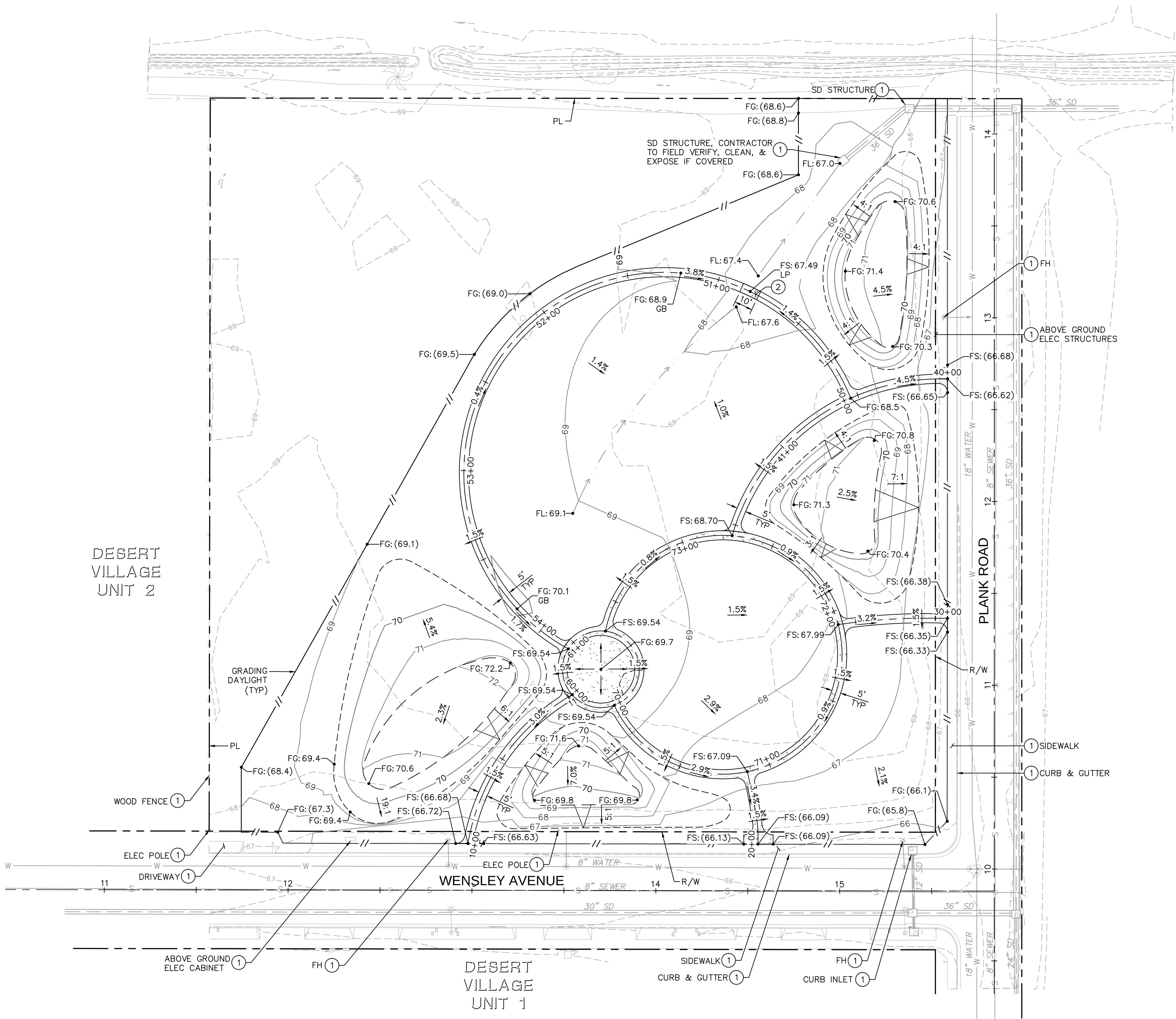
ESTIMATED TOTAL CUT (RAW): 1,600 CY
ESTIMATED TOTAL FILL (RAW): 1,500 CY
ESTIMATED TOTAL NET (RAW): 100 CY

- NOTES:
- 1.) GRADING QUANTITIES SHOWN HEREON ARE ESTIMATED FOR BIDDING PURPOSES ONLY AND ARE NOT TO BE USED FOR FINAL PAY QUANTITIES.
 - 2.) QUANTITIES ARE GEOMETRIC QUANTITIES AND DO NOT INCLUDE ADJUSTMENTS FOR SHRINKAGE OR BULKING.
 - 3.) THE DESIGN INTENT FOR THIS PROJECT IS TO GRADE WITH MATERIAL ONSITE ONLY, THUS THERE IS NO FORESEEN IMPORT OR EXPORT OF EARTHWORK MATERIAL.
 - 4.) ADDITIONAL EARTHWORK GENERATED BY GRADING OPERATIONS THAT NEEDS TO BE PLACED ONSITE CAN BE ADDED TO THE EARTHEN MOUNDED AREAS.



CONCRETE TRAIL SECTION

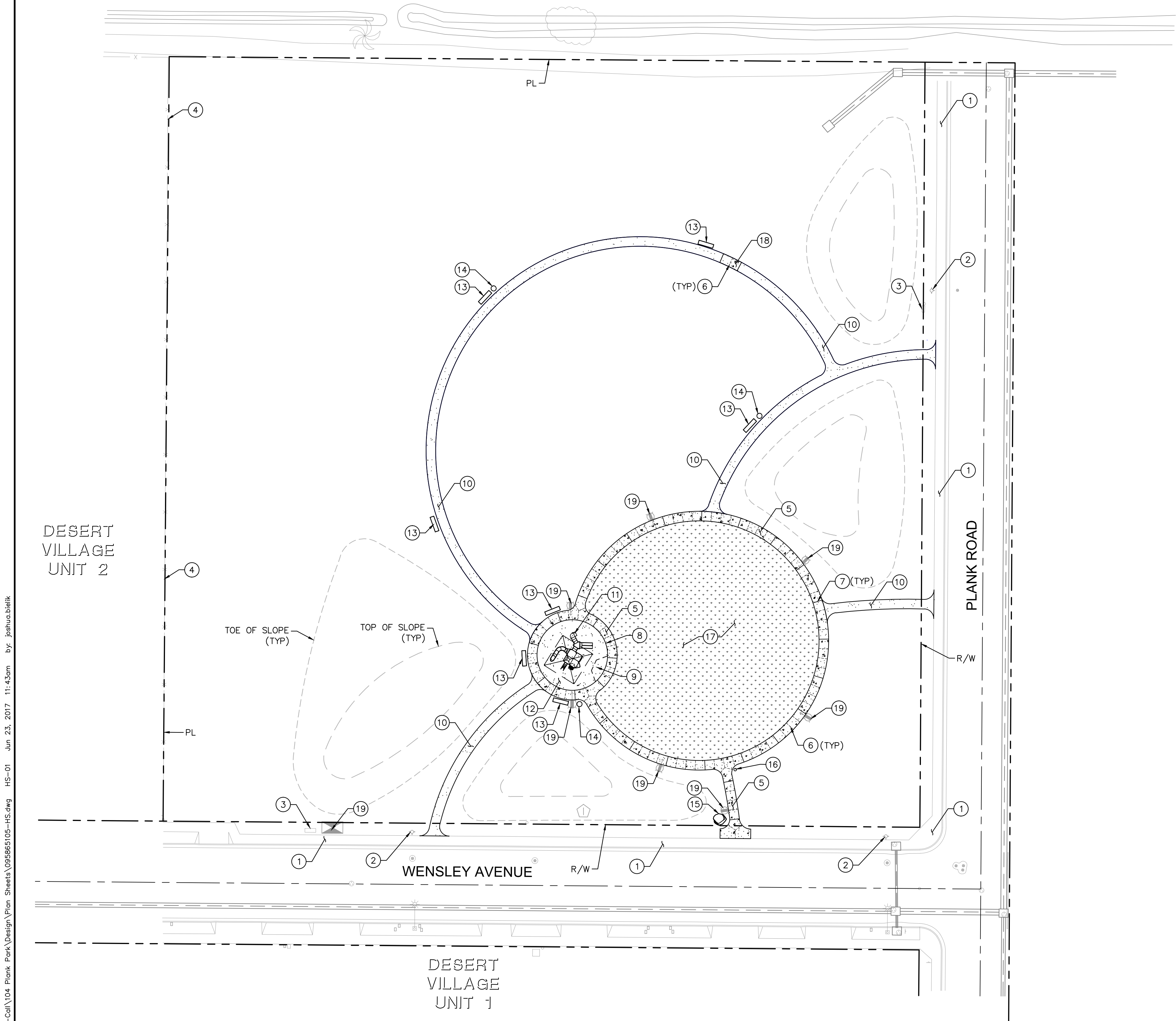
NOT TO SCALE
AT LOW POINT LOCATION IN TRAIL E



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ENGINEER OF WORK	CITY OF EL CENTRO	CITY APPROVED CHANGES	APP	DATE	RECOMMENDED FOR APPROVAL	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF EL CENTRO PUBLIC IMPROVEMENT PLANS FOR: PLANK PARK GRADING PLAN	DRAWING NO. GD-01
BY: <i>Megan Ulery</i> MEGAN R. ULERY, P.E. 73385 CIVIL ENGINEER DATE: 6/23/2017	DEPARTMENT OF PARKS AND RECREATION 375 SOUTH FIRST STREET EL CENTRO, CA 92243 (760) 337-4557				BY: <i>Marcela Piedra</i> MARCELA PIEDRA DEPUTY CITY MANAGER DATE	BY: <i>Abraham Campos</i> ABRAHAM CAMPOS, P.E. 70281 CIVIL ENGINEER DATE	BY: <i>Terry Hagen</i> TERRY HAGEN, P.E. 24740 PUBLIC WORKS DIRECTOR DATE	SEE SHEET CV-01		

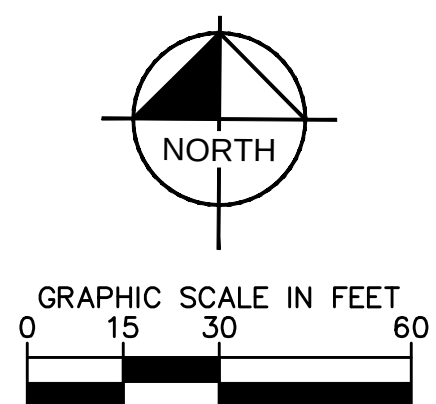


HARDSCAPE CONSTRUCTION NOTES

- 1 EXISTING CONCRETE SIDEWALK TO REMAIN (TYP)
- 2 EXISTING HYDRANT TO REMAIN (TYP)
- 3 EXISTING UTILITY CABINET TO REMAIN (TYP)
- 4 EXISTING FENCE/WALL TO REMAIN (TYP)
- 5 CONSTRUCT 5'-0" WIDE CONCRETE SIDEWALK (TYP)
PER CITY OF EL CENTRO STANDARD DETAIL EC-400
- 6 CONSTRUCT CONCRETE WEAKENED PLANE JOINT (TYP)
(SEE DETAIL 1 ON SHEET HS-02)
- 7 CONSTRUCT CONCRETE EXPANSION JOINT (TYP)
(SEE DETAIL 2 ON SHEET HS-02)
- 8 CONSTRUCT CONCRETE TURNDOWN AT PLAYGROUND EDGE (TYP)
(SEE DETAIL 3 ON SHEET HS-02)
- 9 CONSTRUCT PLAYGROUND ACCESSIBILITY RAMP (TYP)
(SEE DETAIL 8 ON SHEET HS-02)
- 10 CONSTRUCT STABILIZED DECOMPOSED GRANITE TRAIL (TYP)
(SEE DETAIL 4 ON SHEET HS-02)
- 11 FURNISH AND INSTALL PLAY STRUCTURE (TYP)
(SEE SPECIFICATIONS FOR TYPE)
- 12 FURNISH AND INSTALL ENGINEERED WOOD FIBER (TYP)
SOFTFALL (OR APPROVED EQUAL) CRUSHED WOOD FIBER COMPRISED OF
SOFTWOODS AND/OR HARDWOODS, CONSISTING OF RANDOMLY SIZED WOOD
FIBERS, WHICH DO NOT EXCEED 1.5" IN LENGTH AND CONTAIN NO MORE THAN
20% FINES TO AID IN COMPACTION. TO BE INSTALLED AT 15" DEPTH (MIN) AND
COMPACTED TO 12"
- 13 FURNISH AND INSTALL BENCH* (TYP)
MANUF: WABASH VALLEY
MODEL: 6' CONTEMPORARY SERIES - RIB PATTERN - IN-GROUND MOUNT
WITH CENTER ARM (CN440N)
COLOR: DARK BRONZE (BENCH AND LEGS)
(INSTALL PER MANUFACTURER'S SPECIFICATIONS)
- 14 FURNISH AND INSTALL TRASH RECEPTACLE* (TYP)
MANUF: WABASH VALLEY
MODEL: 55 GALLON RECEPTACLE - PERFORATED - IN-GOUND MOUNT
W/ 55 GALLON SOLID BONNET LID (COLOR: DARK BRONZE)
COLOR: DARK BRONZE
(INSTALL PER MANUFACTURER'S SPECIFICATIONS)
- 15 FURNISH AND INSTALL PARK SIGN MONUMENT (TYP)
(SEE DETAIL 7 ON SHEET HS-02)
- 16 FURNISH AND INSTALL PET BAG DISPENSER (TYP)
(SEE DETAIL 5 ON SHEET HS-02)
- 17 FURNISH AND INSTALL TURF (TYP)
(SEE LANDSCAPE PLANS)
- 18 CONSTRUCT CONCRETE TRAIL SECTION (TYP)
(SEE DETAIL ON SHEET GD-01)
- 19 FURNISH AND INSTALL SITE LIGHTING (TYP)
(SEE ELECTRICAL PLANS)

SPECIAL NOTES:
1. SEE HORIZONTAL CONTROL PLANS FOR LAYOUT OF ALL HARDSCAPE ELEMENTS.
2. CONTRACTOR TO COORDINATE SCORING/JOINT PLAN WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

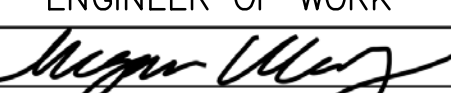
* OR APPROVED EQUAL





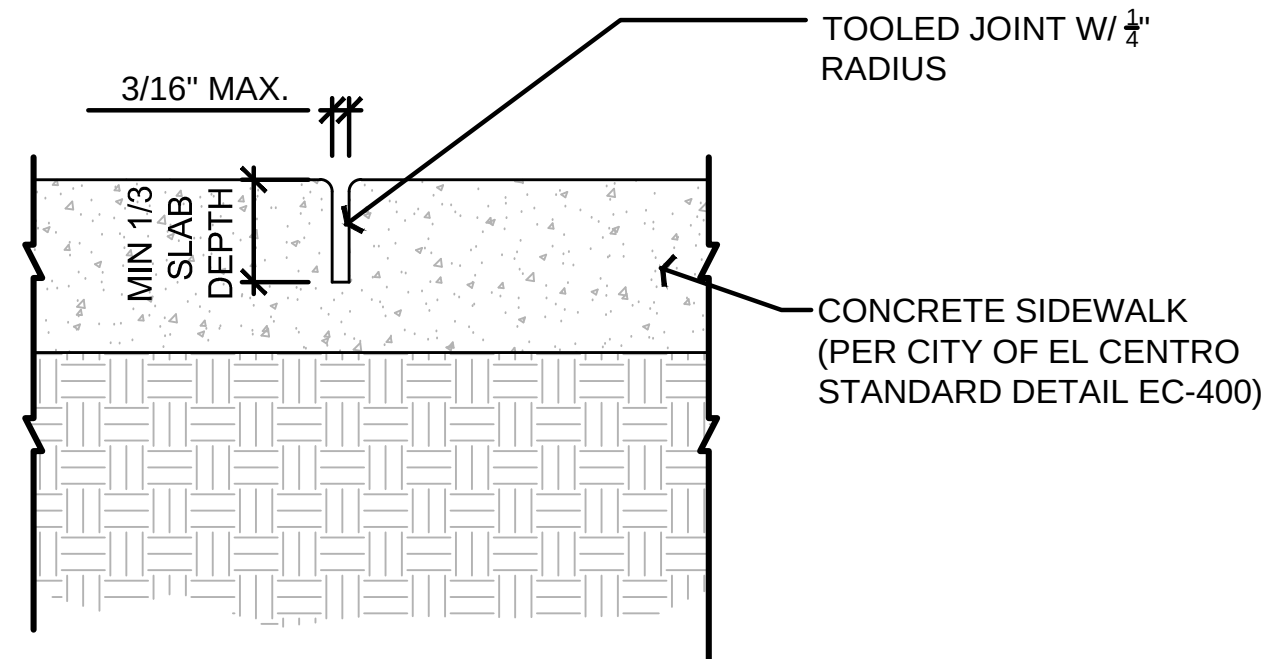
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ENGINEER OF WORK		CITY OF EL CENTRO		CITY APPROVED CHANGES	APP	DATE	RECOMMENDED FOR APPROVAL	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF EL CENTRO		DRAWING NO.
BY:  MEGAN R. OLERY, P.E. 73360		DEPARTMENT OF PARKS AND RECREATION 375 SOUTH FIRST STREET EL CENTRO, CA 92243 (760) 337-4557					BY: MARCELA PIEDRA DEPUTY CITY MANAGER	BY: ABRAHAM CAMPOS, P.E. 70281	BY: TERRY HAGEN, P.E. 24740	SEE SHEET CV-01	PUBLIC IMPROVEMENT PLANS FOR: PLANK PARK HARDSCAPE PLAN		HS-01
CIVIL ENGINEER		DATE 6/23/2017					DATE	CIVIL ENGINEER	DATE	PUBLIC WORKS DIRECTOR	DATE		

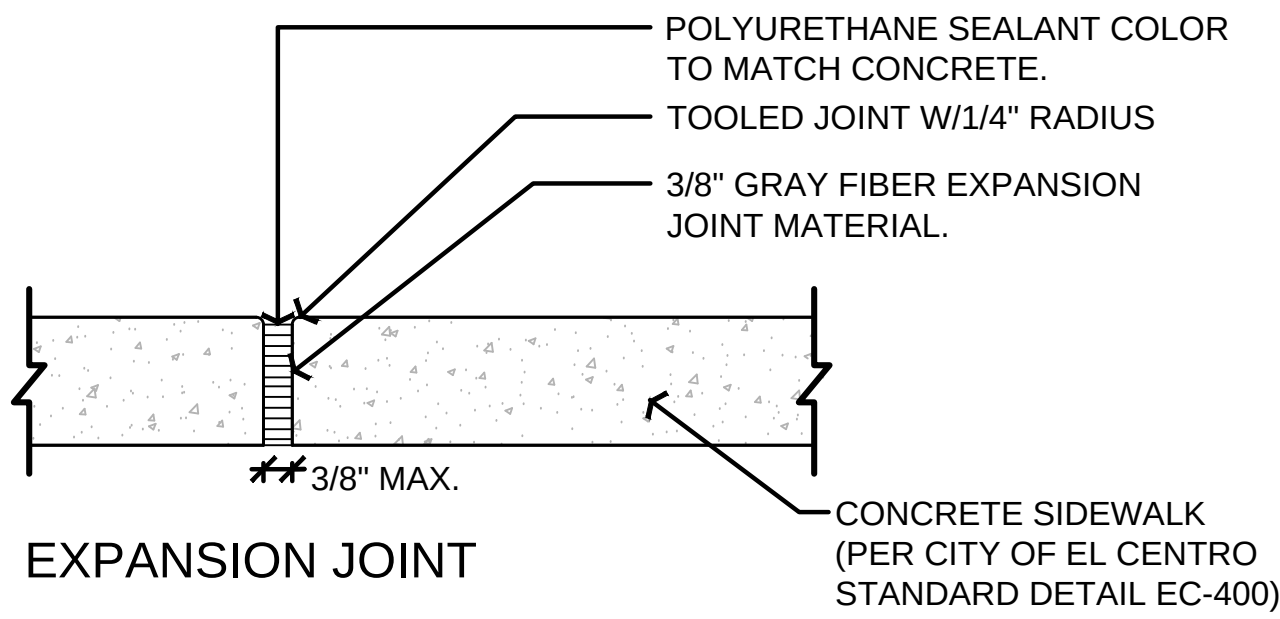
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HS-01 Jun 23, 2017 11:43am by: jsthuabielek



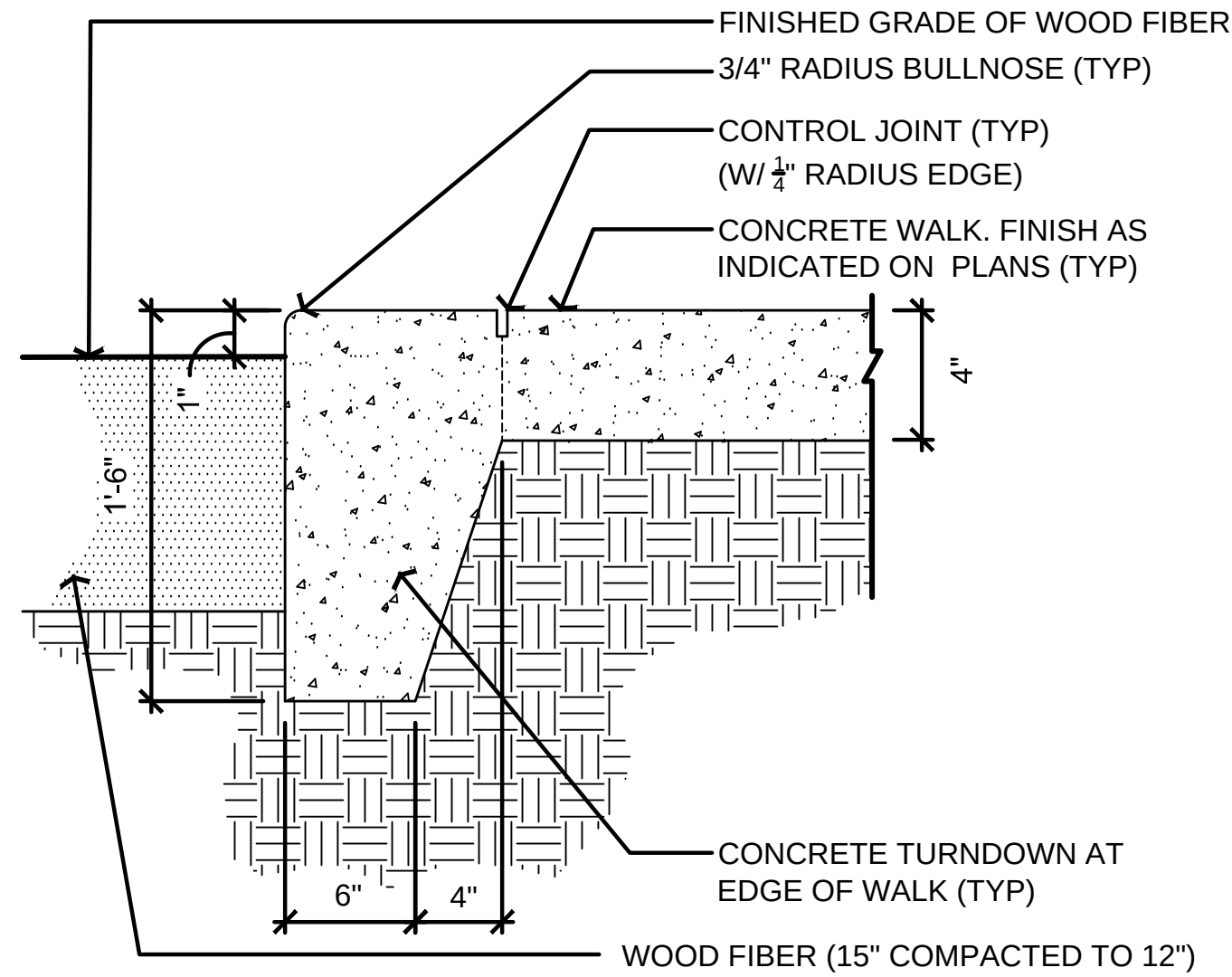
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1. JOINT SPACING SHOWN PER CITY STANDARD DETAIL EC-400.

1 WEAKENED PLANE JOINT
NTS
DETAIL

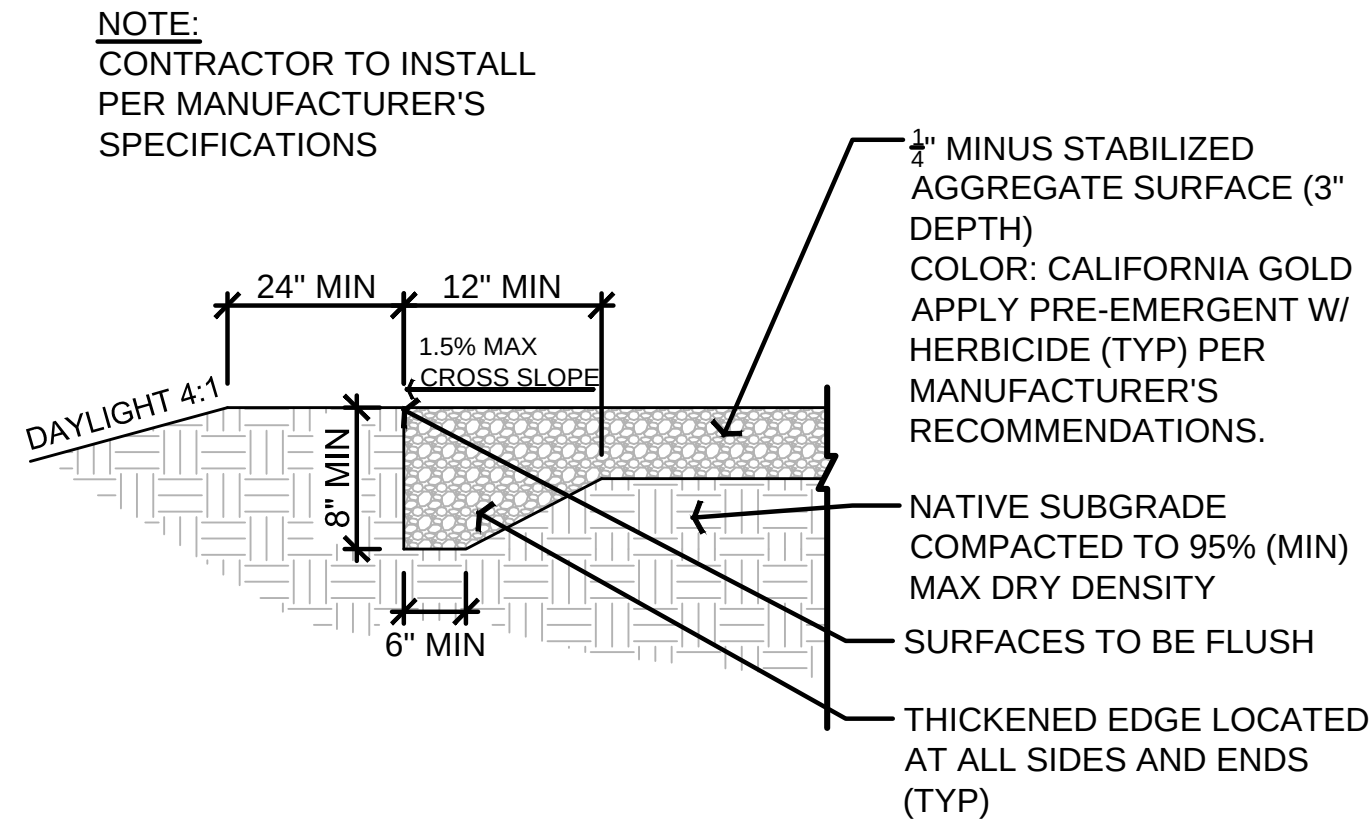


NOTE:
1. JOINT SPACING SHOWN PER CITY STANDARD DETAIL EC-400.

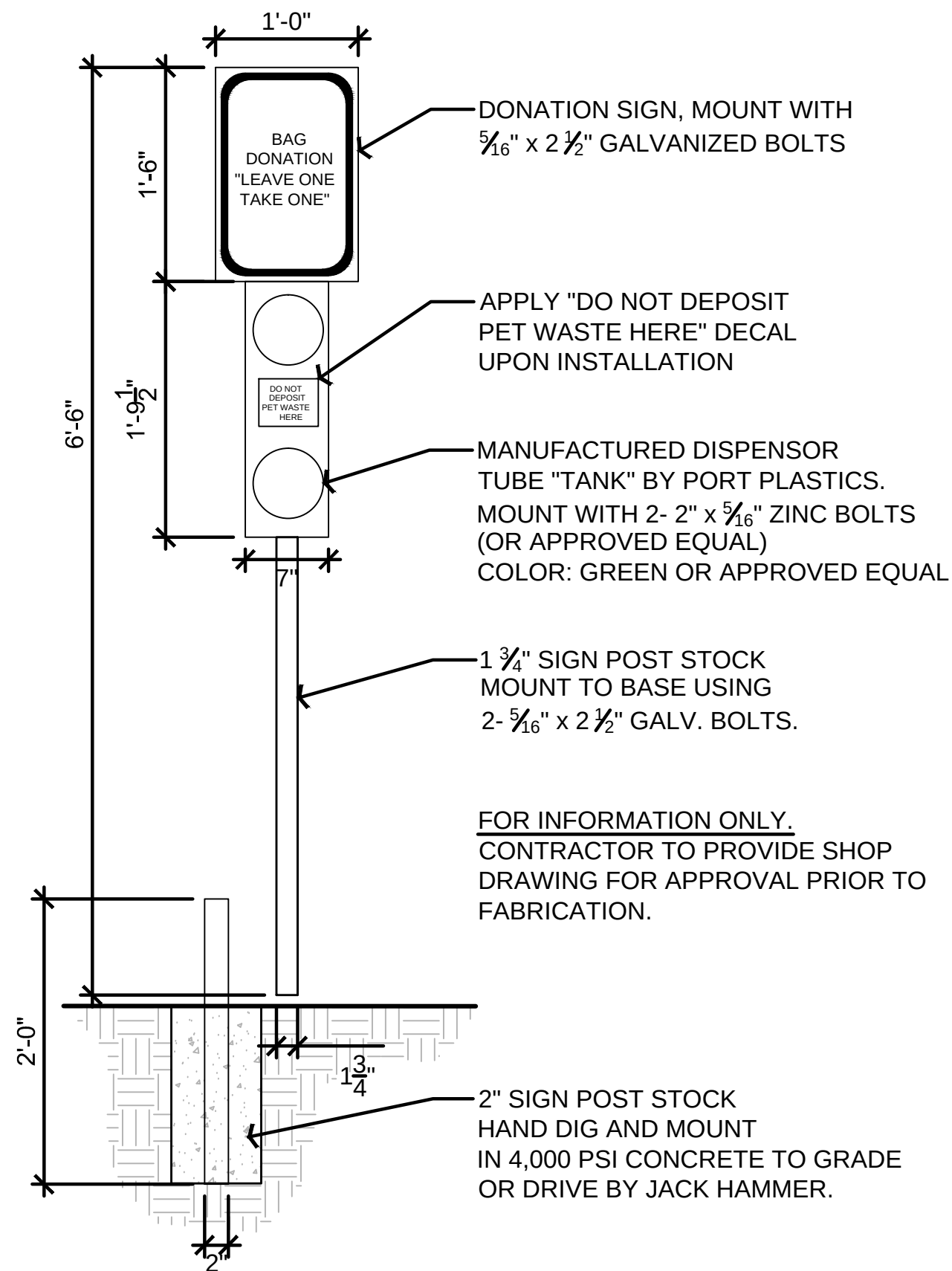
2 EXPANSION JOINT
NTS
DETAIL



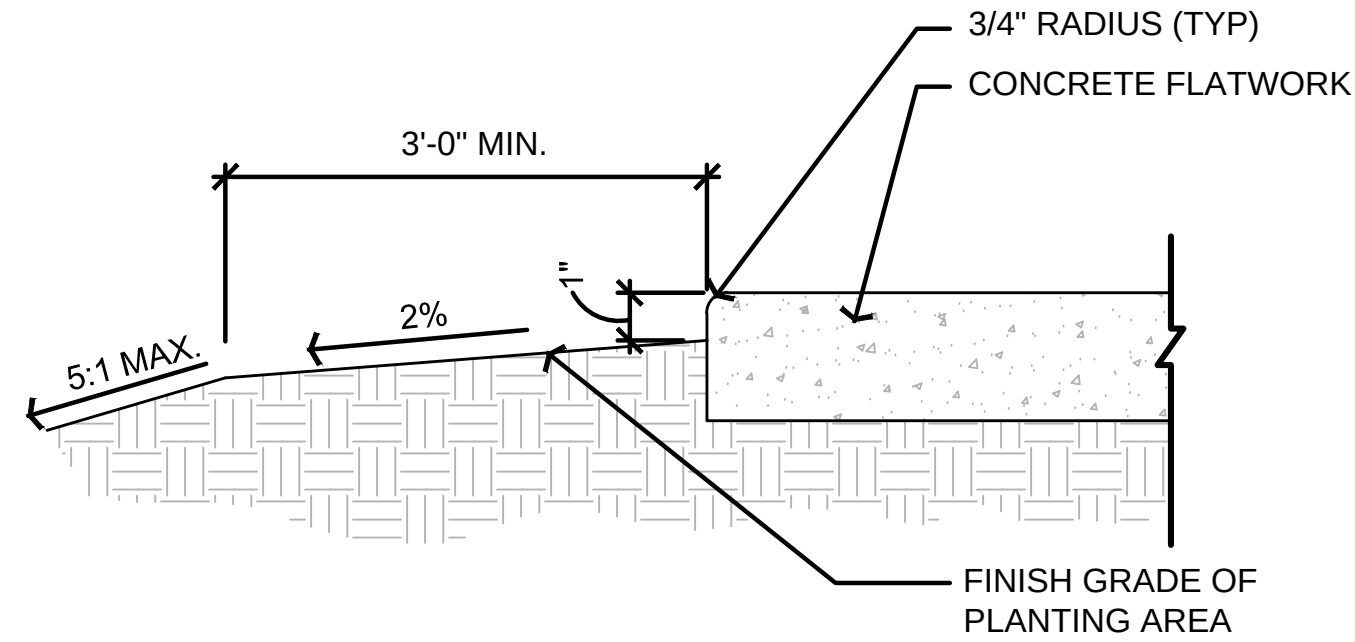
3 CONCRETE TURNDOWN AT PLAYGROUND
NTS
DETAIL



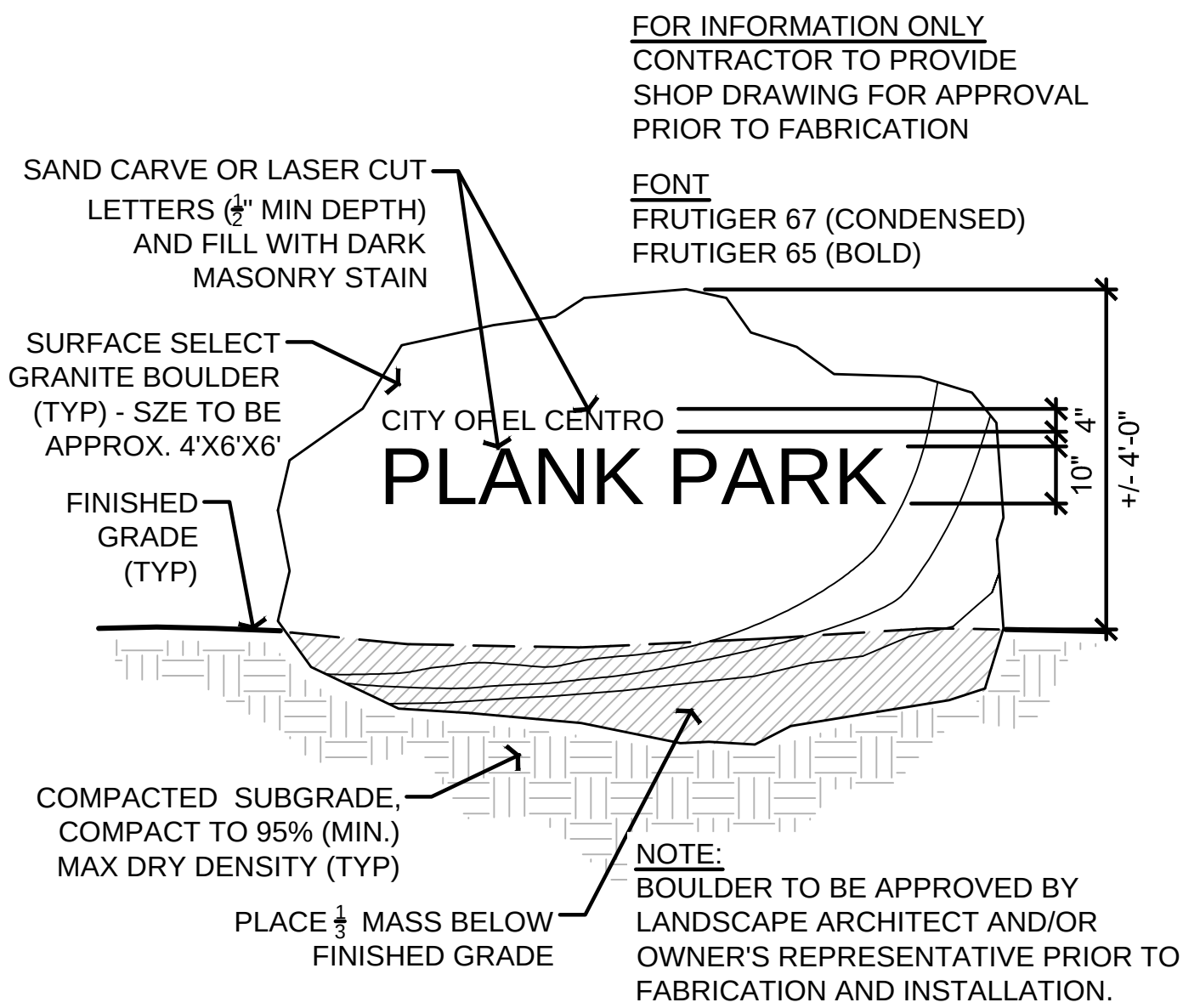
4 STABILIZED D.G. TRAIL
NTS
DETAIL



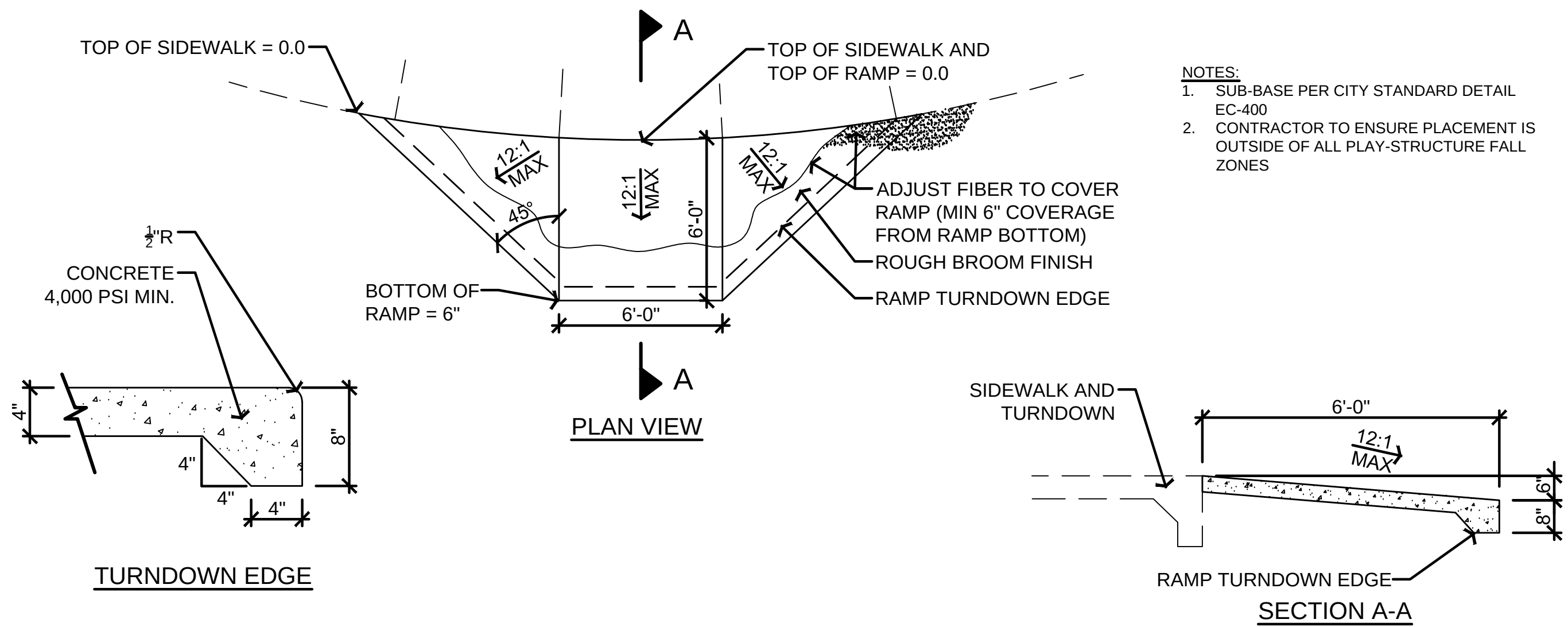
5 PET BAG DISPENSER
NTS
DETAIL



6 FINISH GRADE AT EDGE OF SIDEWALK
NTS
DETAIL



7 PARK SIGN MONUMENT
NTS
DETAIL



8 PLAYGROUND ACCESSIBILITY RAMP
NTS
DETAIL



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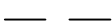
ENGINEER OF WORK		CITY OF EL CENTRO		CITY APPROVED CHANGES	APP	DATE	RECOMMENDED FOR APPROVAL	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF EL CENTRO		DRAWING NO.
BY: <i>Megan R. Olery</i> MEGAN R. OLERY, P.E. 73362		DEPARTMENT OF PARKS AND RECREATION 375 SOUTH FIRST STREET EL CENTRO, CA 92243 (760) 337-4557					BY: MARCELA PIEDRA DEPUTY CITY MANAGER DATE	BY: ABRAHAM CAMPOS, P.E. 70281 CIVIL ENGINEER DATE	BY: TERRY HAGEN, P.E. 24740 PUBLIC WORKS DIRECTOR DATE	SEE SHEET CV-01	PUBLIC IMPROVEMENT PLANS FOR: PLANK PARK HARDSCAPE DETAILS		HS-02

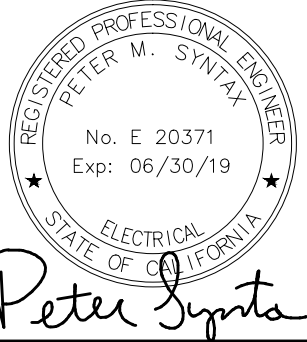
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ELECTRICAL GENERAL NOTES

1. FURNISH ALL LABOR, MATERIALS, TOOLS, ACCESSORIES, ETC. REQUIRED FOR A COMPLETE WORKING ELECTRICAL SYSTEM.
2. ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, COUNTY AND LOCAL CODES AND ORDINANCES, AS WELL AS ALL CURRENT STANDARDS, CODES AND PRACTICES AS REQUIRED BY NEC, NEMA, ANSI, NFPA, UBC, UL, IEEE, AND UTILITY COMPANY STANDARDS.
3. ALL EQUIPMENT, MATERIALS AND WORK SHOWN ARE NEW UNLESS SPECIFICALLY NOTED AS EXISTING OR NOTED OTHERWISE ON OTHER SHEETS.
4. PRIOR TO PURCHASE OF ANY PANEL, PROTECTIVE DEVICES, SWITCH, STARTER, CONDUIT, WIRE, ETC., TO FEED ANY PIECE OF MECHANICAL EQUIPMENT VERIFY THE VOLTAGE, PHASE, AND LOAD OF THAT ITEM IN THE FIELD AND/OR WITH THE PARTICULAR ENTITY INVOLVED IN THE FURNISHING THE ITEM SUCH THAT THE PROPER SIZE & RATING OF THE MATERIALS ARE PURCHASED. NO EXTRAS WILL BE ALLOWED FOR FAILURE TO COMPLY. THIS APPLIES TO ALL EQUIPMENT UNDER OTHER SECTIONS & BY THE OWNER.
5. PULL ROPES: PROVIDE 300 POUND PULL WIRE OR NYLON EQUIVALENT IN ALL INTERIOR EMPTY CONDUIT RUNS. PROVIDE 1/4" DIA NYLON PULL ROPE IN EACH EMPTY EXTERIOR CONDUIT OR DUCT.
6. VERIFY THE EXACT LOCATION AND ELEVATION OF ALL ELECTRICAL EQUIPMENT PRIOR TO ROUGH-IN. FINAL CONNECTIONS OF EQUIPMENT SHALL BE PER MANUFACTURERS APPROVED WIRING DIAGRAMS, DETAILS AND INSTRUCTIONS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE MATERIALS AND EQUIPMENT COMPATIBLE WITH EQUIPMENT ACTUALLY SUPPLIED.
7. ORDER AND/OR RELEASE ORDERED MATERIALS PROMPTLY AFTER SUBMITTAL APPROVAL. NO SUBSTITUTIONS OR ALTERNATE METHODS OF INSTALLATION WILL BE ACCEPTED FOR FAILURE TO ORDER MATERIALS IN A TIMELY FASHION.
8. OBTAIN WRITTEN APPROVAL FROM THE ENGINEER OF ALL SHOP DRAWINGS AND MANUFACTURERS DATA FOR PANEL BOARDS, TRANSFORMERS, WIRING DEVICES, ETC. BEFORE RELEASING ORDERED MATERIALS. SUBMITTAL DATA SHALL INDICATE THAT THE CONTRACTOR HAS REVIEWED THE INFORMATION THEREIN AND THAT THE PROPOSED EQUIPMENT WILL MEET THE PHYSICAL CONSTRAINTS AT THE JOB SITE. ANY SUBSTITUTIONS SHALL BE OF THE EQUIVALENT OR BETTER QUALITY THAN THE SPECIFIED COMPONENTS.
9. TYPE MC OR TYPE AC CABLE SHALL ONLY BE USED WITH THE SPECIFIC WRITTEN PERMISSION OF THE PROGRAM/PROJECT MANAGER. ENT TYPE CONDUIT IS NOT ALLOWED.
10. CONDUIT/ CONDUCTOR RUNS SHOWN ARE DIAGRAMMATICAL ONLY. THE BEST FINAL CONDUIT ROUTING SHALL BE AS DETERMINED BY THE ELECTRICAL CONTRACTOR AT THE TIME OF CONSTRUCTION.
11. ALL WIRE SHALL BE COPPER WITH XHHW INSULATION.
12. ALL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40. ALL ELBOWS AND EXPOSED RISERS SHALL BE WRAPPED RIGID STEEL CONDUIT.
13. PROVIDE ALL PANEL BOARDS WITH TYPED DIRECTORIES INSTALLED UNDER A CLEAR PLASTIC COVER. SUBMIT DIRECTORY INFORMATION TO THE OWNER FOR APPROVAL PRIOR TO FINALIZATION.
14. SERIES RATING OF UPSTREAM OR DOWNSTREAM CIRCUIT BREAKERS OR FUSES IS PROHIBITED. ONLY FULLY RATED SYSTEM COMPONENTS WILL BE ACCEPTED.
15. PROVIDE ALL TRENCHING, EXCAVATION, BACK FILLING, SHORING. PUMPING, COMP ACTION TEST ETC. THAT ARE REQUIRED FOR THE SCOPE OF ELECTRICAL WORK.
16. ALL PANEL BOARDS, SWITCHES, MOTOR STARTERS AND SWITCHBOARD CIRCUIT BREAKERS SHALL HAVE ENGRAVED MICARTA NAMEPLATES.
17. ALL CONDUIT SHALL BE ROUTED UNDER FOOTINGS WHERE APPLICABLE. REFER TO STRUCTURAL DETAILS.
18. ALL MULTIPLE POLE CIRCUITS SHALL BE PROVIDED WITH HANDLE TIES AS REQUIRED BY NEC.
19. EACH LIGHT POLE SHALL HAVE A 10' X 5/8" COPPER CLAD GROUND ROD DRIVEN BENEATH PULL BOX. A #6 AWG BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN LIGHT POLE HAND HOLE IS REQUIRED.
20. CONTRACTOR SHALL BID ALL WORK SHOWN. ALL POLES AND FIXTURES FOR SPORTS FIELD LIGHTING WILL BE PROVIDED BY CITY. CONTRACTOR RESPONSIBLE FOR COORDINATING DELIVERY AND INSTALLING CITY PROVIDED EQUIPMENT FOR COMPLETE SYSTEM.

LEGEND

-  NEW 46W TYPE 4 LED AREA LIGHT
-  NEW 120/240V 1Ø, 3W METER PEDESTAL
-  UNDERGROUND CONDUIT RUN
-  IRRIGATION CONTROLLER



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ENGINEER OF WORK

BY: 
MEGAN R. OLERY, P.E. 73365
CIVIL ENGINEER DATE 6/23/2017

CITY OF EL CENTRO

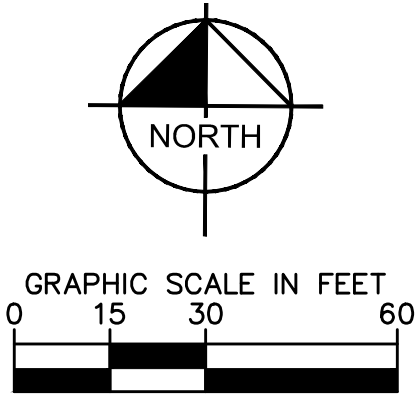
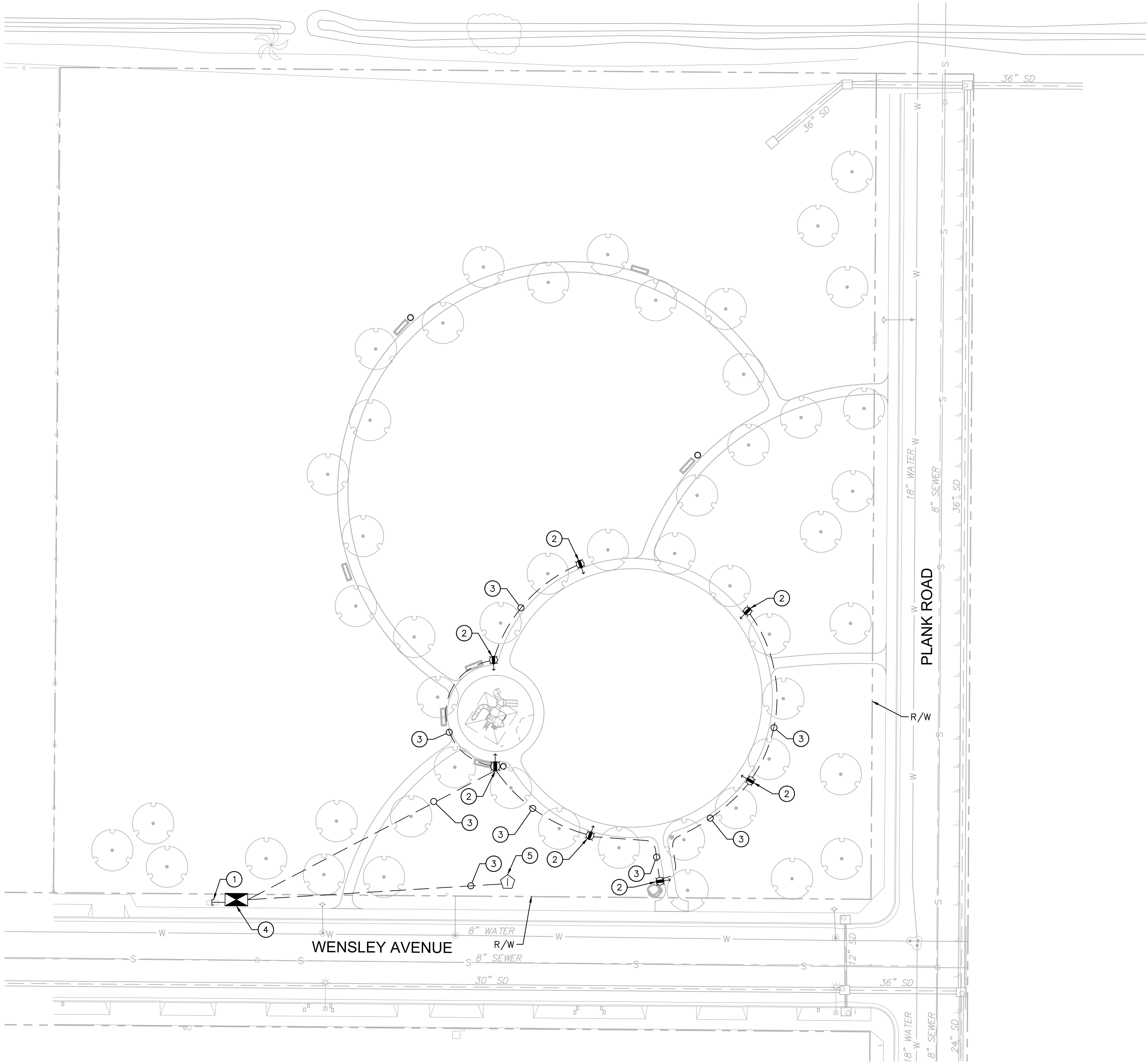
DEPARTMENT OF PARKS AND RECREATION
375 SOUTH FIRST STREET
EL CENTRO, CA 92243
(760) 337-4557



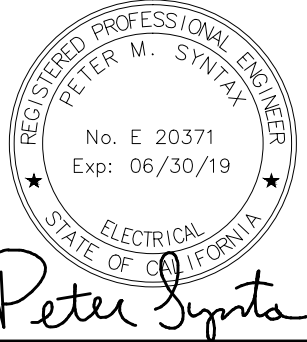
CITY APPROVED CHANGES	APP	DATE	RECOMMENDED FOR APPROVAL	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF EL CENTRO	DRAWING NO.
			BY: MARCELA PIEDRA DEPUTY CITY MANAGER DATE	BY: ABRAHAM CAMPOS, P.E. 70281 CIVIL ENGINEER DATE	BY: TERRY HAGEN, P.E. 24740 PUBLIC WORKS DIRECTOR DATE	SEE SHEET CV-01	PUBLIC IMPROVEMENT PLANS FOR: PLANK PARK GENERAL NOTES	EL-01

ELECTRICAL CONSTRUCTION NOTES

- 1 CONTRACTOR SHALL INSTALL CONDUIT AND CONDUCTORS TO EXISTING POWER COMPANY PAD MOUNTED TRANSFORMER PER POWER COMPANY REQUIREMENTS AND SPECIFICATIONS.
- 2 NEW 46W TYPE 4 LED AREA LIGHT ON CIGUIT #1 AND #3. CREE EDGE, CATALOG# ARE-EDR-4MB-04-E-UL-BZ-350. SEE DETAIL 2 ON SHEET EL-03 FOR INSTALLATION DETAILS.
- 3 (2) #12 XHHW CONDUCTORS AND (1) #12 GROUND IN 1" CONDUIT. SEE DETAIL 4 ON SHEET EL-03.
- 4 NEW 100A MAIN 120/240V 1Ø 3W NEMA 3R PANEL BOARD. SEE DETAIL 1 AND 3 ON SHEET EL-03. CONTRACTOR TO RECEIVE IID APPROVAL PRIOR TO ORDERING EQUIPMENT.
- 5 STUB OUT CONDUIT AND CONDUCTORS TO SERVE IRRIGATION CONTROLLER.



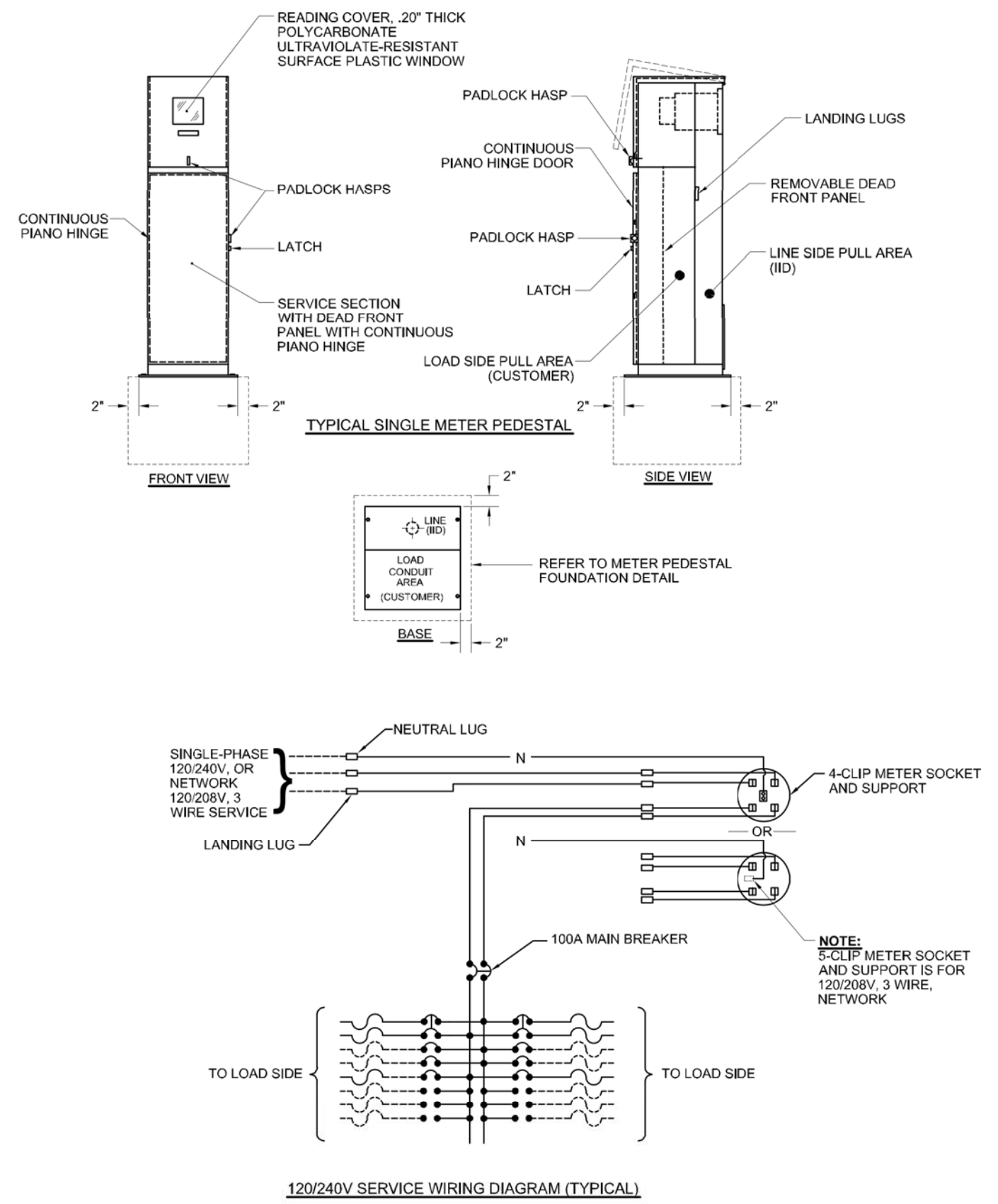
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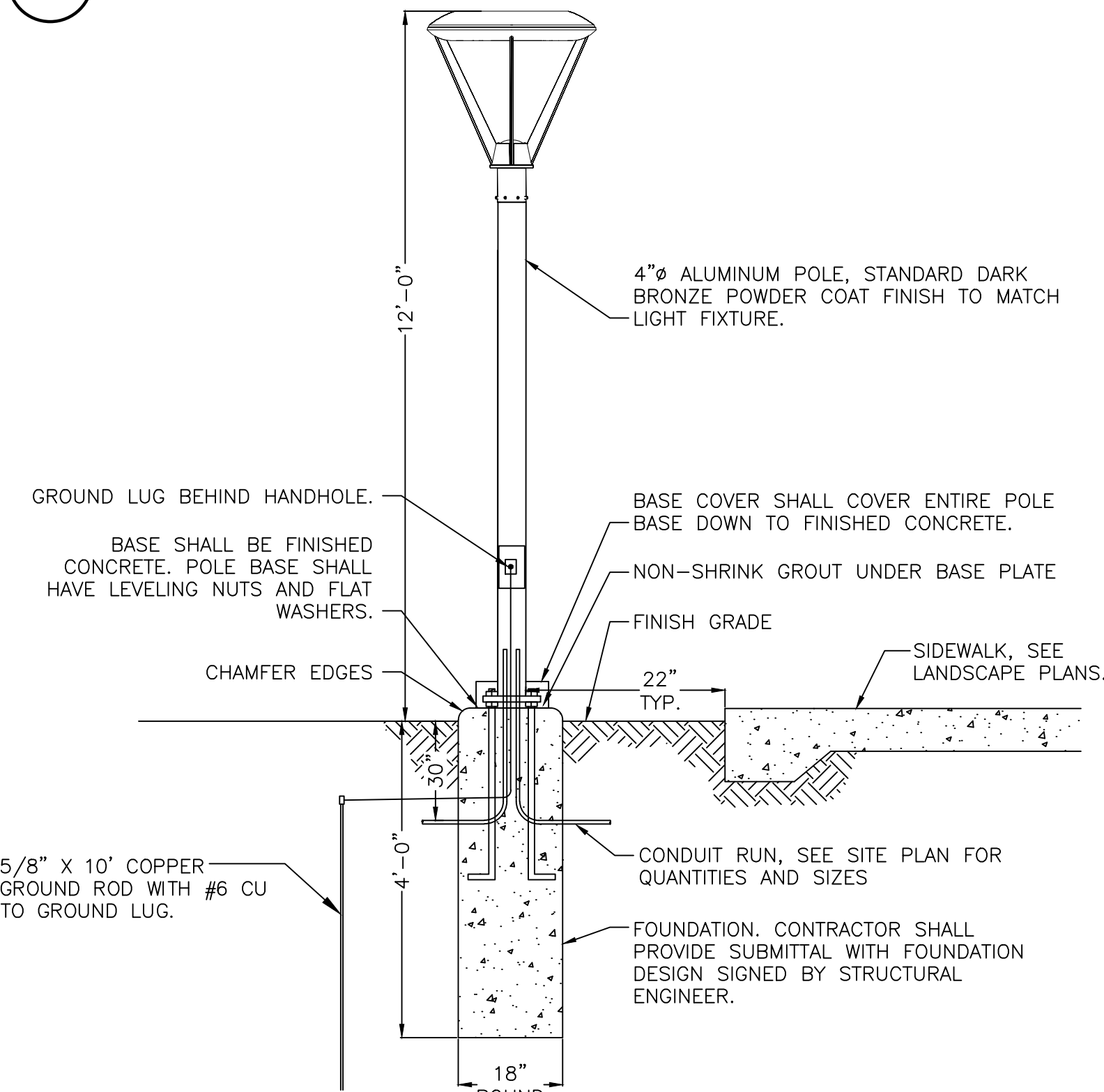
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BY: <i>Megan R. Olery</i> MEGAN R. OLERY, P.E. 73365		DEPARTMENT OF PARKS AND RECREATION 375 SOUTH FIRST STREET EL CENTRO, CA 92243 (760) 337-4557						BY: MARCELA PIEDRA DEPUTY CITY MANAGER DATE	BY: ABRAHAM CAMPOS, P.E. 70281 CIVIL ENGINEER DATE	BY: TERRY HAGEN, P.E. 24740 PUBLIC WORKS DIRECTOR DATE	SEE SHEET CV-01	PUBLIC IMPROVEMENT PLANS FOR: PLANK PARK ELECTRICAL PLAN		EL-02

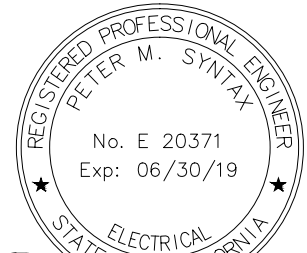


		IMPERIAL IRRIGATION DISTRICT	
DRAWN BY			COMMERCIAL METER PEDESTAL SINGLE SOCKET, 1#
REVIEWED			
APPROVED			
REVISION	REV 04		
DATE	11-17-2016		
		185.51	

1 IID TYPICAL PEDESTAL DETAIL

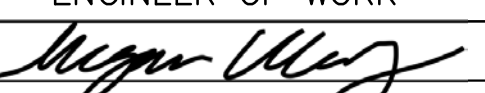


2 AREA LIGHT DETAIL

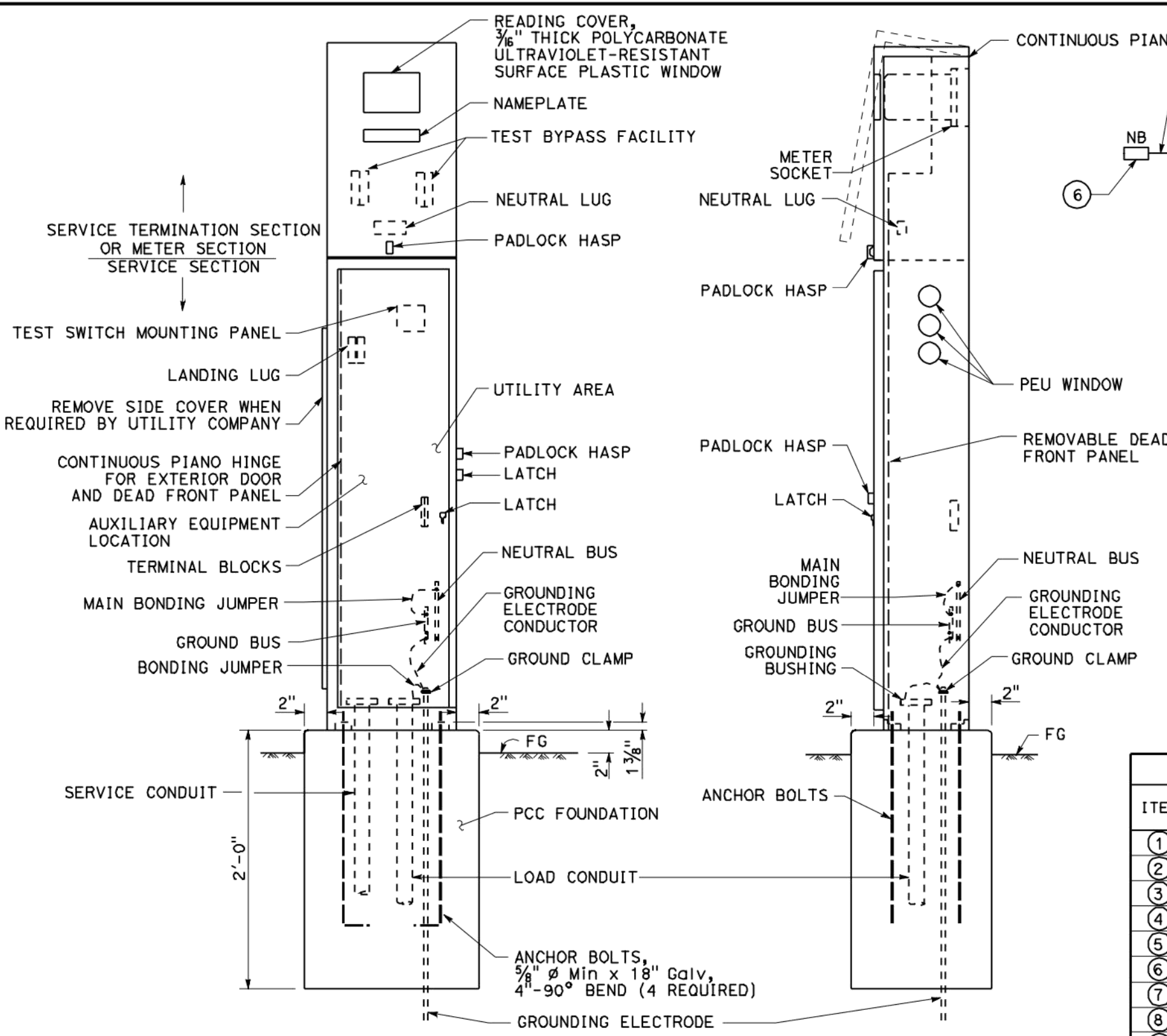


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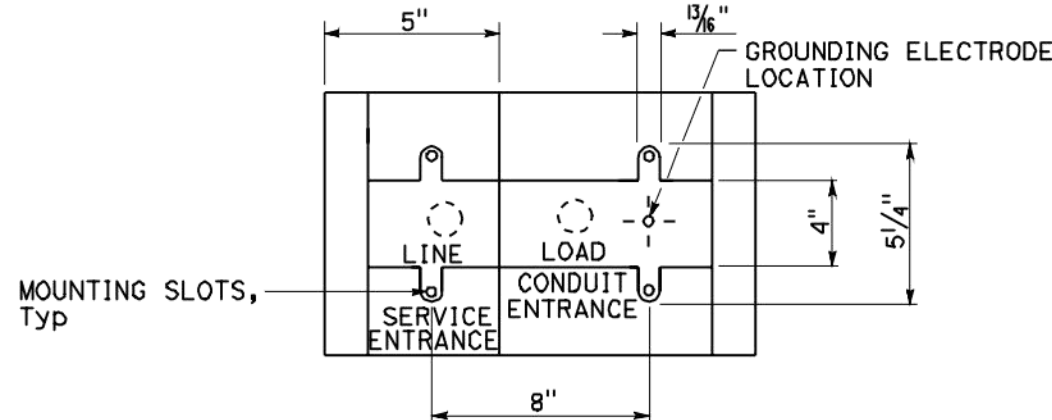
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BY:  MEGAN R. OLERY, P.E. 73365		DEPARTMENT OF PARKS AND RECREATION 375 SOUTH FIRST STREET EL CENTRO, CA 92243 (760) 337-4557						BY: MARCELA PIEDRA DEPUTY CITY MANAGER DATE	BY: ABRAHAM CAMPOS, P.E. 70281 CIVIL ENGINEER DATE	BY: TERRY HAGEN, P.E. 24740 PUBLIC WORKS DIRECTOR DATE	SEE SHEET CV-01	PUBLIC IMPROVEMENT PLANS FOR: PLANK PARK ELECTRICAL DETAILS		EL-03
CIVIL ENGINEER		DATE 6/23/2017												

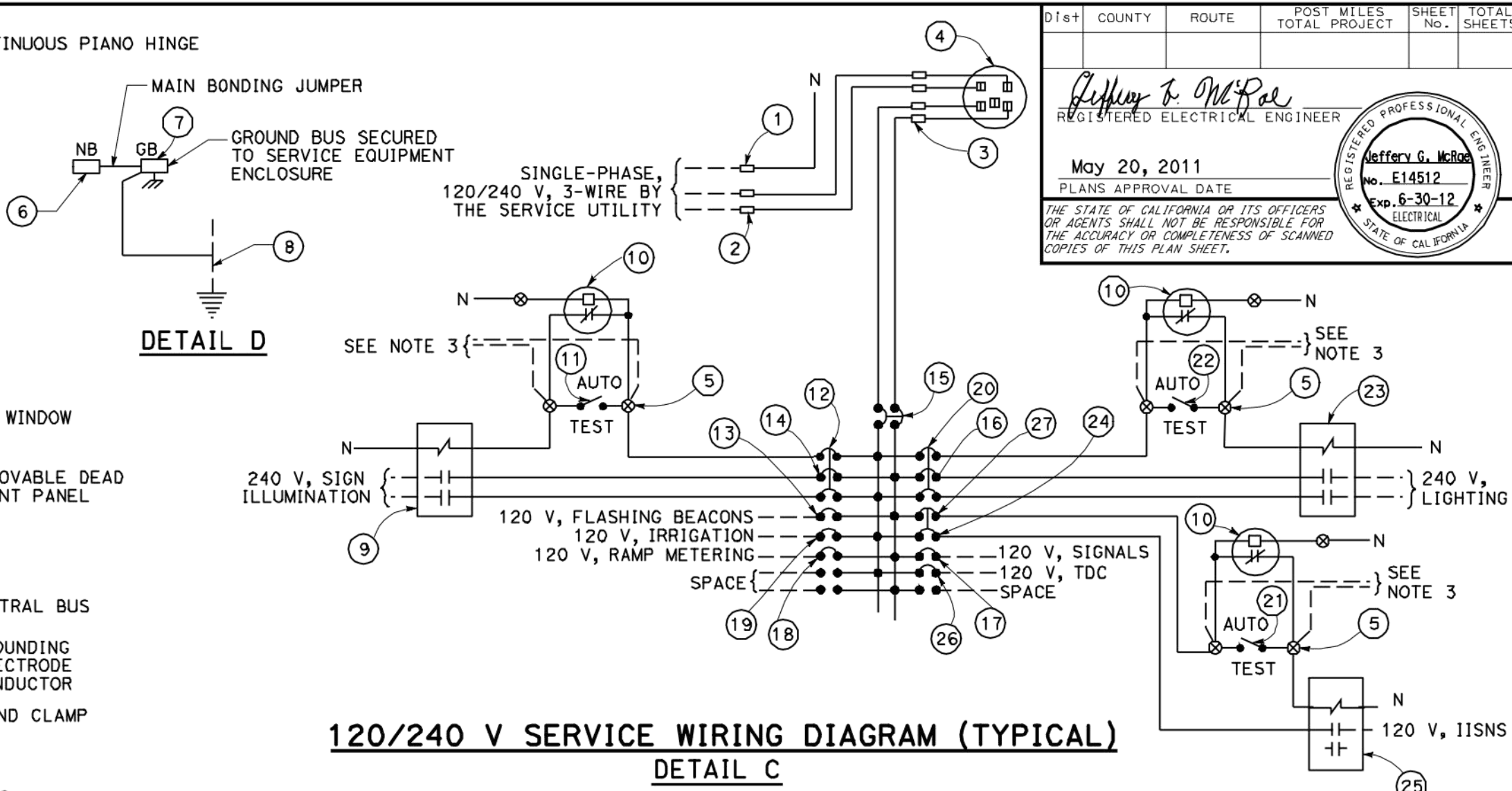
431



TYPE III-AF SERVICE
EQUIPMENT ENCLOSURE (TYPICAL)
DETAIL A



BASE FOR TYPE III-A
SERVICE EQUIPMENT ENCLOSURE
DETAIL B



TYPE III-A SERVICE EQUIPMENT ENCLOSURE LEGEND (120/240 V)				
ITEM	COMPONENT	NAMEPLATE DESCRIPTION	ITEM	NAMEPLATE DESCRIPTION
1	NEUTRAL LUG		14	30 A, 240 V, 2P, CB
2	LANDING LUG (NOTE 6)		15	100 A, 240 V, 2P, CB
3	TEST BYPASS FACILITY		16	30 A, 240 V, 2P, CB
4	METER SOCKET AND SUPPORT		17	50 A, 120 V, 1P, CB
5	TERMINAL BLOCKS		18	30 A, 120 V, 1P, CB
6	NEUTRAL BUS		19	20 A, 120 V, 1P, CB
7	GROUND BUS		20	15 A, 120 V, 1P, CB
8	GROUNDING ELECTRODE		21	15 A, 1P, TEST SWITCH
9	30 A, 2P, NO CONTACTOR	SIGN ILLUMINATION	22	15 A, 1P, TEST SWITCH
10	PHOTOELECTRIC UNIT (NOTE 7)	PEU	23	60 A, 2P, NO CONTACTOR
11	15 A, 1P, TEST SWITCH	SIGN ILLUMINATION TEST SWITCH	24	15 A, 120 V, 1P, CB
12	15 A, 120 V, 1P, CB	SIGN ILLUMINATION CONTROL	25	30 A, 2P, NO CONTACTOR
13	15 A, 120 V, 1P, CB	FLASHING BEACON	26	20 A, 120 V, 1P, CB
			27	15 A, 120 V, 1P, CB

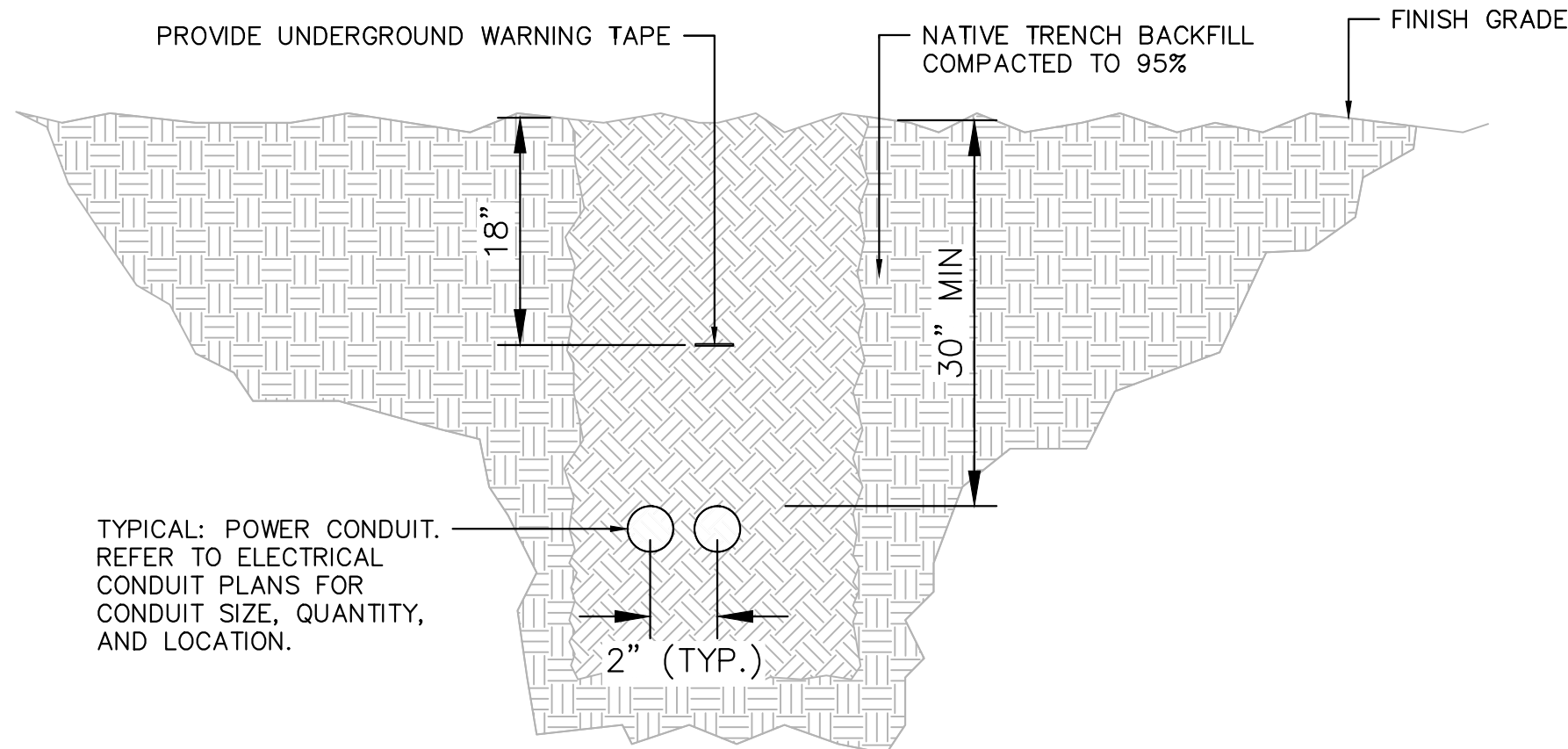
- NOTES:
- Voltage ratings of service equipment shall conform to the service voltages indicated on the plans.
 - Unless otherwise indicated on the plans, service equipment items shall be provided for each service equipment enclosure as shown.
 - Connect to remote test switch mounted on lighting standards, sign post or structure when required.
 - Items 1 and 6 shall be isolated from the service equipment enclosure.
 - Meter sockets shall be 5 clip type.
 - The landing lug shall be suitable for multiple conductors.
 - Type I photoelectric control shall be used unless otherwise indicated on the plans.
 - Item 12, 23 and 27 shall be ganged operated CB.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(SERVICE EQUIPMENT ENCLOSURE
AND TYPICAL WIRING DIAGRAM,
TYPE III - A SERIES)**

NO SCALE

ES-2D

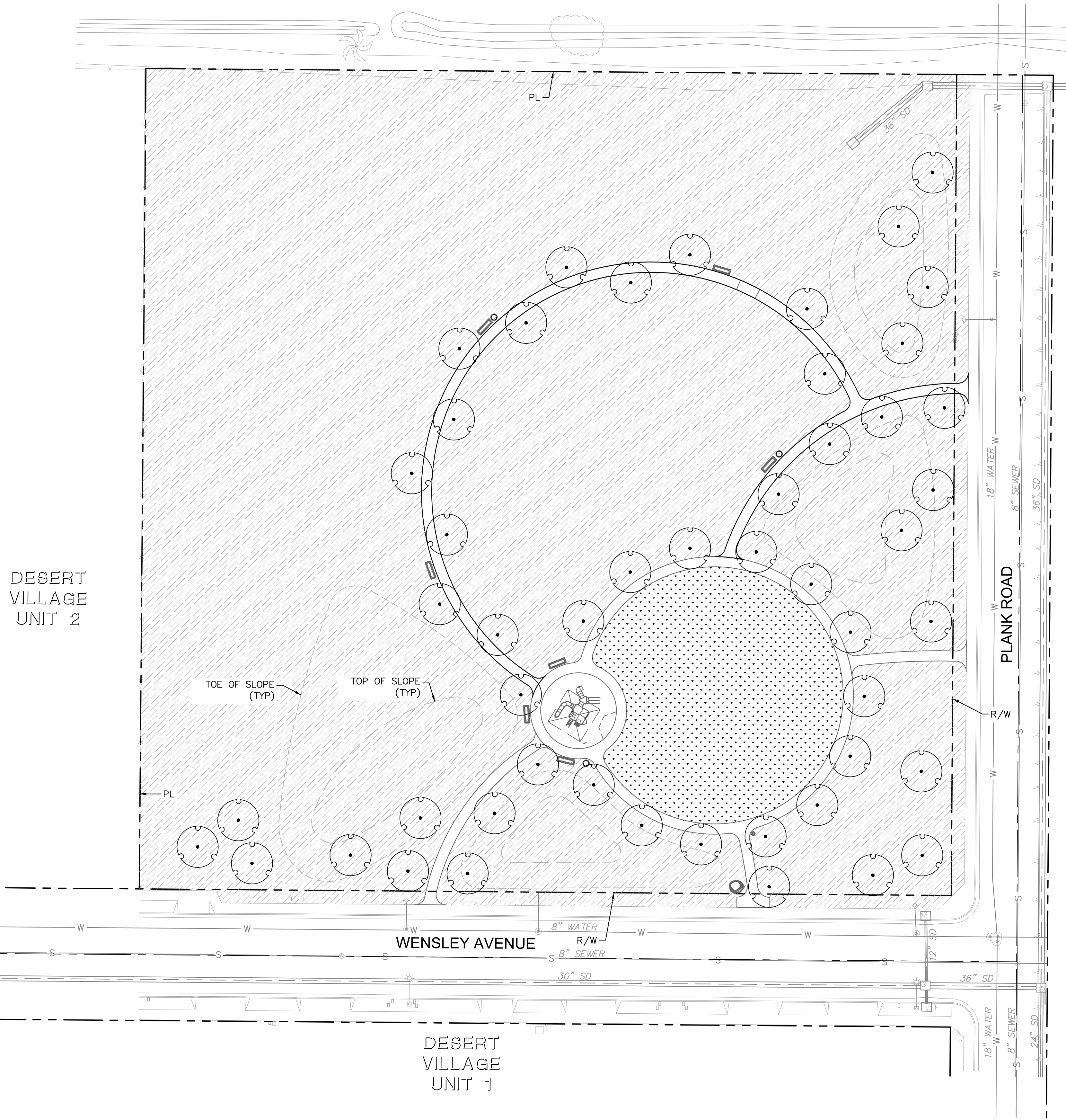
Return to Table of Contents



4 TRENCH DETAIL

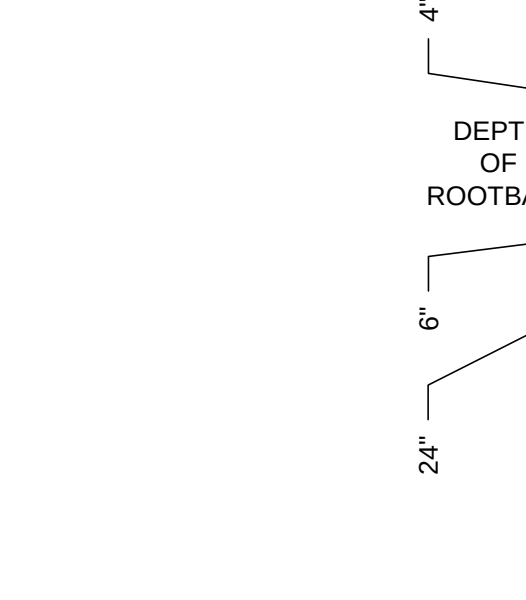
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DESERT
VILLAGE
UNIT 2

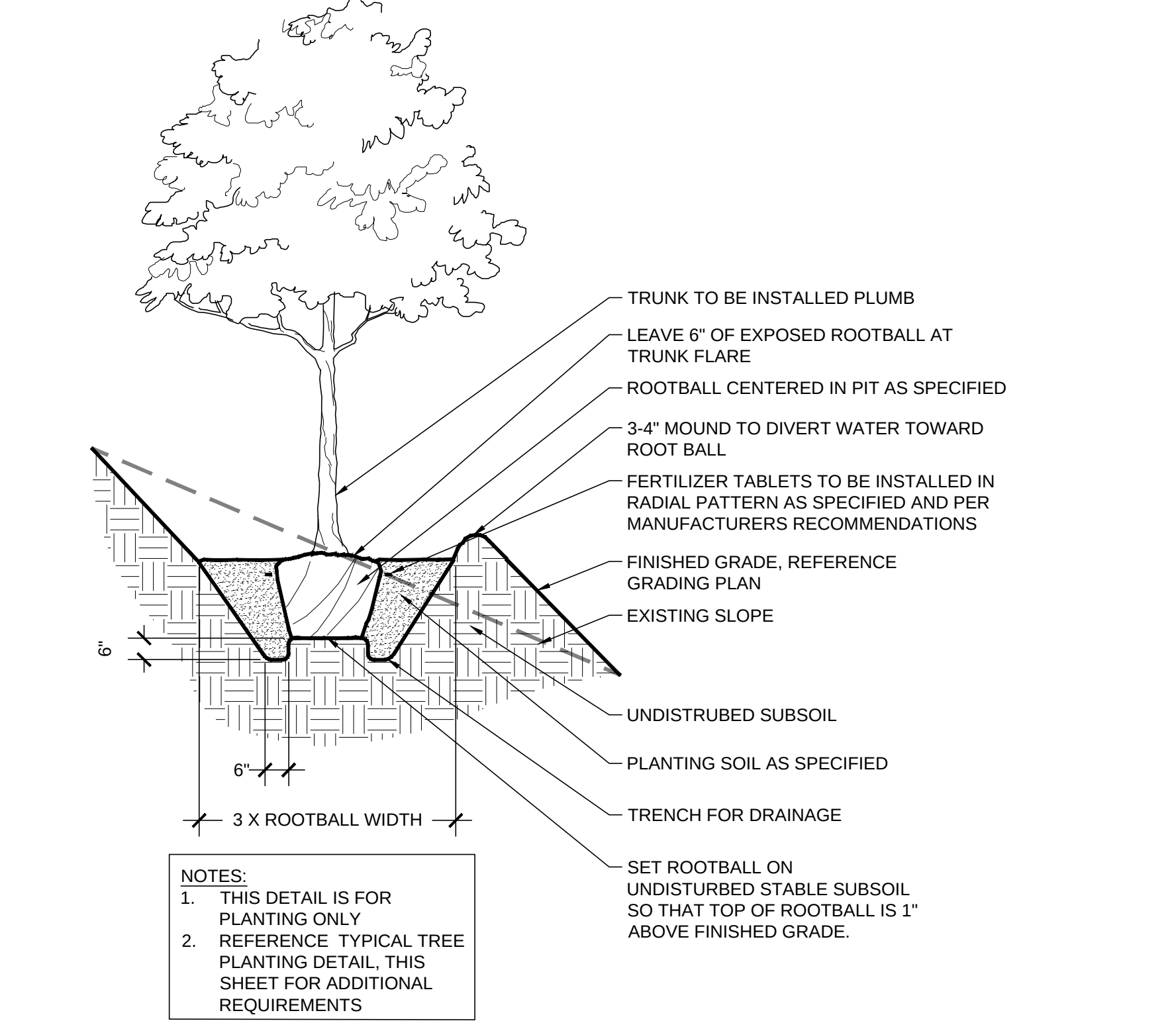


- NOTES:
1. REFERENCE PLANTING SPECIFICATIONS/ SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION.
 2. TRIPLE STAKE ALL TREES 36" BOX SIZE AND LARGER.
 3. LOCATE ALL STAKES OUTSIDE OF ROOTBALL. DO NOT DRIVE STAKES INTO ROOTBALL. STAKE MUST BE DRIVEN MIN. 24" INTO NATIVE SOIL AT BOTTOM OF PLANTING PIT. REMOVE ANYTHING (IE. BURLAP, WIRES, STRAPS, ETC.) THAT COULD GIRDLING TREE OR RESTRICT TREE GROWTH.
 - 4.

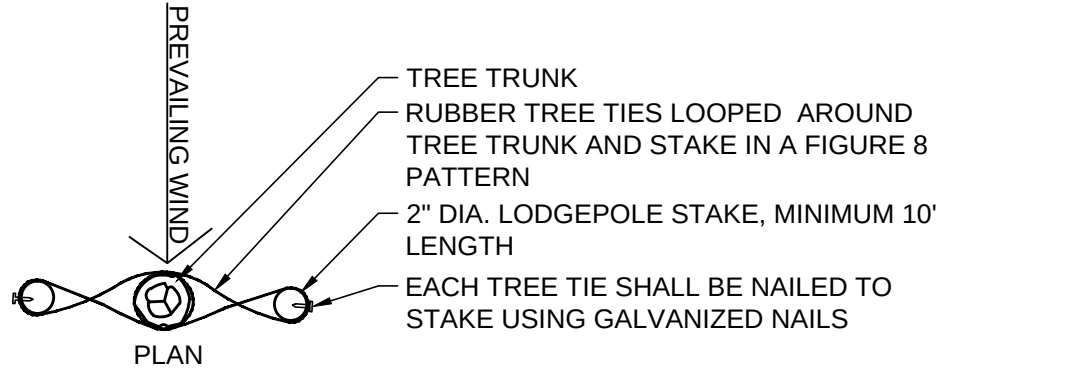
4" PERFORATED PVC STANDPIPE/BREATHING TUBE WITH FLAT, BLACK, GRATE CAP (FASTENED WITH (2) STAINLESS STEEL SCREWS) PLACE 2"-3" ABOVE FINISH GRADE, WRAPPED IN FILTER FABRIC, EXTEND TO BOTTOM OF PLANTER PIT



A TYPICAL TREE PLANTING (BY OTHERS)
SCALE: N.T.S.



B TREE PLANTING ON SLOPE (BY OTHERS)
SCALE: N.T.S.



PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME / COMMON NAME
	50*	DALBERGIA SISSOO / ROSEWOOD (*BY OTHERS) IMMEDIATELY AFTER NOTICE TO PROCEED, THE CONTRACTOR IS TO COORDINATE, IN WRITING, A SCHEDULE FOR DELIVERY AND INSTALLATION OF PROPOSED TREES WITH THE CITY OF EL CENTRO AND/OR DESIGNEE. UNLESS OTHERWISE NOTIFIED, TREES SHALL BE FURNISHED AND INSTALLED BY THE CITY OF EL CENTRO. THE CONTRACTOR IS TO COORDINATE WITH THE CITY OF EL CENTRO AND/OR DESIGNEE, THE PLACEMENT OF PLANTING PITS PRIOR TO INSTALLATION OF THE IRRIGATION SYSTEM. THE CITY OF EL CENTRO SHALL ASSUME ALL LIABILITY FOR THE TREES UNTIL THE TREES ARE DELIVERED TO THE SITE AND INSTALLED AND ACCEPTED BY THE CONTRACTOR, IN WRITING.
HYDROSEED	QTY	BOTANICAL NAME / COMMON NAME
	11,658 SF	CYNODON DACTYLON 'HIGHLANDER' / HIGHLANDER BERMUDA GRASS
	143,321 SF	WILDFLOWER / NATIVE DESERT HYDROSEED SEE HYDROSEED MIX CHART, THIS SHEET AND SPECIAL PROVISIONS

Hydroseed Mix		
Latin Name	Common Name	Lbs/Acre
<i>Amsinckia intermedia</i>	Common Fiddleneck	2.0
<i>Cryptantha angustifolia</i>	Panamint Cryptantha	0.5
<i>Baileya multiradiata</i>	Desert Marigold	1.5
<i>Encelia farinosa</i>	Brittlebush	3.0
<i>Eschscholzia californica</i> 'Mexicana'	Mexican Gold Poppy	1.5
<i>Festuca octoflora</i>	Six Weeks Fescue	2.0
<i>Isocoma acradenia</i>	Alkali Goldenbrush	2.0
<i>Larrea tridentata</i>	Creosote Bush	3.0
<i>Lupinus sparsiflorus</i>	Coulter's Lupine	2.0
<i>Sesuvium verrucosum</i>	Verrucose Sea-purslane	0.5
<i>Sphaeralcea ambigua</i>	Desert Mallow	2.0
<i>Sporobolus airoides</i>	Alkali Sacaton	2.0
<i>Stipa hymenoides</i>	Indian Ricegrass	4.0
Total (Lbs)		26
Slurry Add Mixture		
Conwed Wood Fiber Mulch 2,000 lbs/acre Hydopost Premium Compost 1,000 lbs/acre Ecology Controls M-Binder 150 lbs/acre AM 120 corrhizal Inoculum 60 lbs/acre		

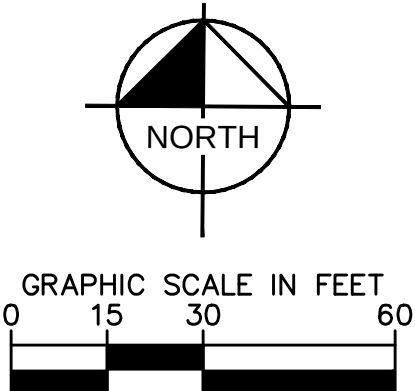


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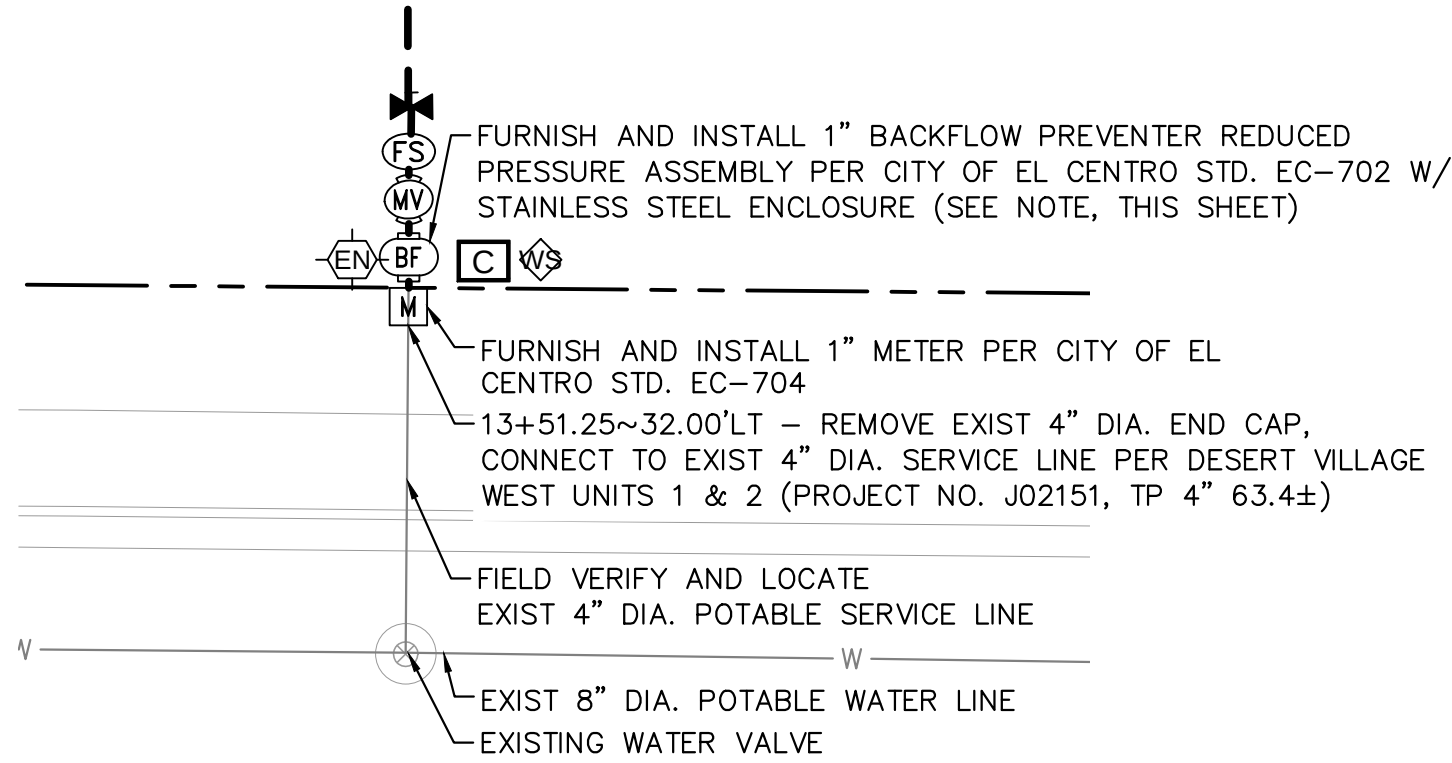
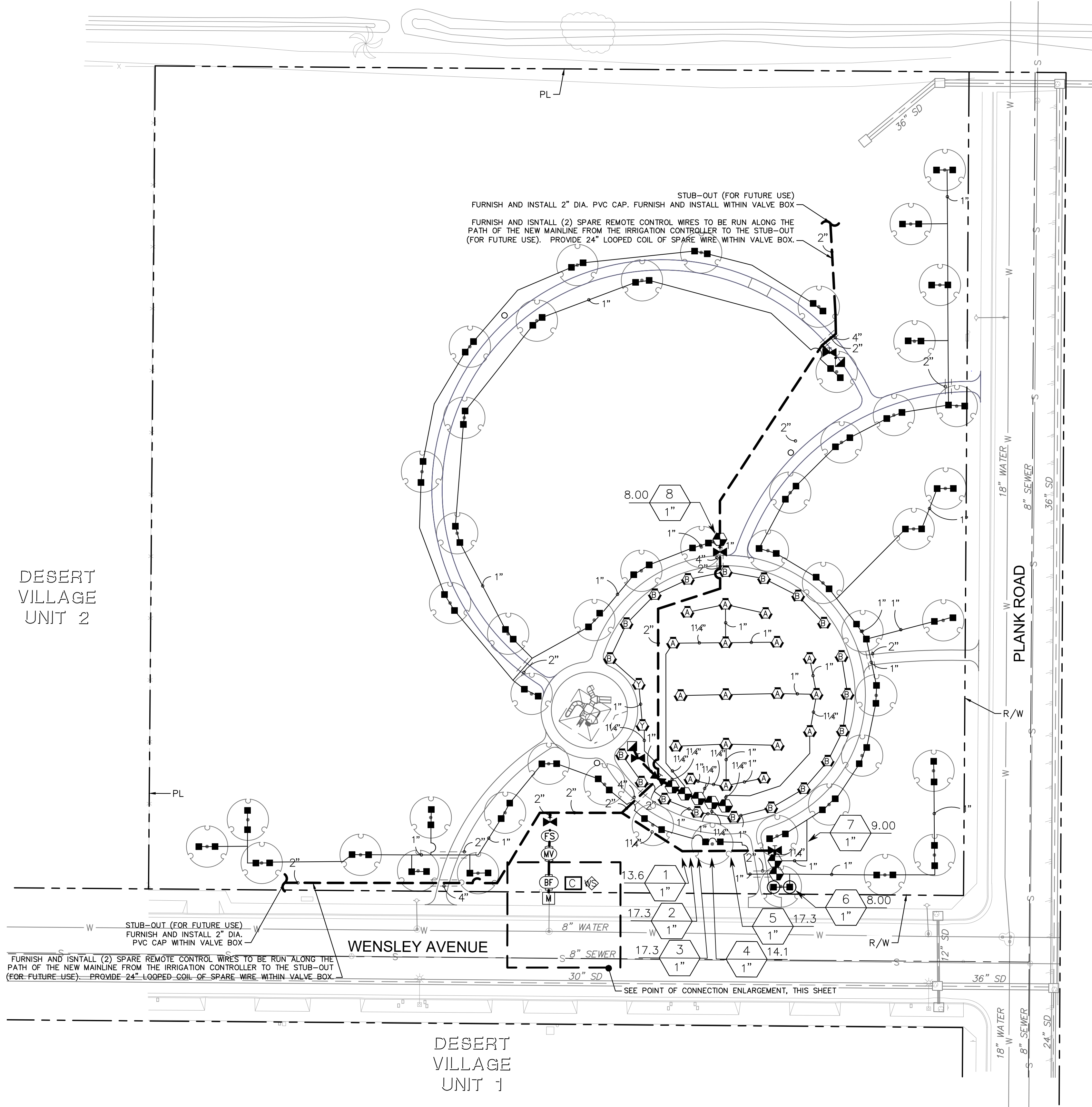
I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

Michael P. Madsen
MICHAEL P. MADSEN, LLA 5798



ENGINEER OF WORK	CITY OF EL CENTRO	CITY APPROVED CHANGES	APP	DATE	RECOMMENDED FOR APPROVAL	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF EL CENTRO	DRAWING NO.
BY: <i>Megan R. Olery</i> MEGAN R. OLERY, P.E. 73362 CIVIL ENGINEER	DEPARTMENT OF PARKS AND RECREATION 375 SOUTH FIRST STREET EL CENTRO, CA 92243 (760) 337-4557				BY: MARCELA PIEDRA DEPUTY CITY MANAGER DATE	BY: ABRAHAM CAMPOS, P.E. 70281 CIVIL ENGINEER DATE	BY: TERRY HAGEN, P.E. 24740 PUBLIC WORKS DIRECTOR DATE	SEE SHEET CV-01	PUBLIC IMPROVEMENT PLANS FOR: PLANK PARK LANDSCAPE PLAN	LS-01

\\sdrp01\loc_and\SD\LODEV\055865105-IR.dwg IR-01 Jun 26, 2017 8:48am by: jecogswell
Drawing name: \\sdrp01\loc_and\SD\LODEV\055865105-IR.dwg



WENSLEY AVENUE
POINT OF CONNECTION ENLARGEM
SCALE: 1" = 10'

IRRIGATION SCHEDULING INFORMATION		
HYDROZONE "A"	TREE BUBBLERS	(1) 25 MIN. RUN PER DAY, EVERY 4 DAYS
HYDROZONE "B"	ROTATORS	(1) 50 MIN. RUN (2) DAYS PER WEEK
SEASONAL ADJUSTMENT GUIDELINES:	50%	DEC. 16 - MAR. 14
	75%	MAR. 15 - JUNE 14
	100%	JUNE 15 - SEPT. 14
	75%	SEPT. 15 - DEC. 14
NOTES:		
1. WATERING TIMES SHALL BE BETWEEN THE HOURS OF 9 P.M. AND 6 A.M.		
2. WATERING REQUIREMENTS ARE APPROXIMATE PER SEASON AND SHOULD BE ADJUSTED TO REFLECT SEASONAL FLUCTUATIONS IN AVERAGE PRECIPITATION.		
3. "IRRIGATION SCHEDULING INFORMATION" IS TO BE USED FOR WATERING TIME/DURATION/FREQUENCY FOR THE FIRST THREE YEARS, HOWEVER THE SYSTEM SHOULD BE MONITORED FREQUENTLY AND ADJUSTED TO MEET THE NEEDS OF THE PLANT MATERIAL AS MATURE ROOT SYSTEMS DEVELOP.		
4. ALL PLANTS TO RECEIVE APPROPRIATE ADDITIONAL WATERING DURING INSTALLATION PERIOD IN ORDER TO ESTABLISH HEALTHY AND DEEP ROOT GROWTH.		

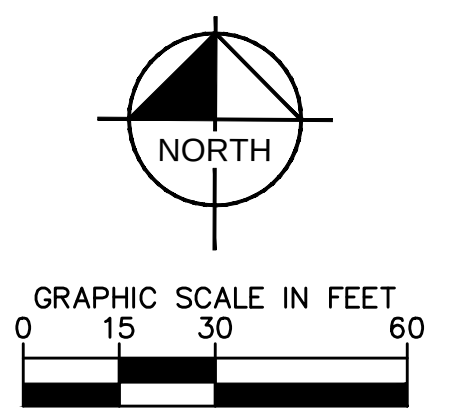
STATE OF CALIFORNIA ESTIMATED WATER USE						
TOTAL WATER USE IS CALCULATED BY SUMMING THE AMOUNT OF WATER ESTIMATED FOR EACH HYDROZONE. WATER USE FOR EACH HYDROZONE IS ESTIMATED WITH THE FOLLOWING FORMULA:						
ESTIMATED TOTAL WATER USE (ETWU) = GAL / YEAR PER HYDROZONE						
ET ADJUSTMENT FACTOR (ETAF) = PLANT FACTOR (PF) / IRRIGATION EFFICIENCY (IE)						
PLANT FACTOR (PF) = WATER USE CLASSIFICATION OF LANDSCAPE SPECIES						
HYDROZONE AREA (HA) = (SF OF LANDSCAPE) OR (16 SF / TREE)						
CONVERSION FACTOR (CONVERTS ACRE-INCHES PER ACRE PER YEAR TO GALLONS PER SQUARE FOOT PER YEAR) = 0.62						
IRRIGATION EFFICIENCY (IE) = 0.75 (OVERHEAD SPRAY) 0.81 (DRIP)						
SPECIAL LANDSCAPE AREA (SLA) = SF OF EDIBLE PLANTS, RECREATIONAL AREAS, AREAS IRRIGATED WITH RECYCLED WATER, OR WATER FEATURES USING RECYCLED WATER						
EVAPOTRANSPIRATION RATE (ETo) = QUANTITY OF WATER EVAPORATED FROM ADJ. SOIL AND TRANSPIRED BY PLANTS OVER A SPECIFIED TIME						
ETWU = [(ETo) * (PF) * (HA) * (0.62)] / (IE)						
MAWA = (ETo) * (0.62) [ETAF] * (SUM OF SLA & HA) + [(1-ETAF) * (SLA)]						
HYDROZONE "A" (BUBBLERS)						
ETO	PF	HA	CONVERSION FACTOR	IE	SLA	ETWU (GAL/YEAR)
82.10	0.30	800.00	0.62	0.81	-	15,082.07
HYDROZONE "B" (ROTATORS)						
ETO	PF	HA	CONVERSION FACTOR	IE	SLA	ETWU (GAL/YEAR)
82.10	0.70	-	0.62	0.75	11,658.00	553,854.48
ESTIMATED TOTAL WATER USE (GAL/YEAR)						568,936.56
MAXIMUM APPLIED WATER ALLOWANCE (MAWA)						
ETO	PF	SUM OF SLA & HA	CONVERSION FACTOR	ETAF	SLA	ETWU (GAL/YEAR)
82.10	0.30	12,458.00	0.62	0.65	11,658.00	1,202,200.54
MAXIMUM APPLIED WATER ALLOWANCE (GAL/YEAR)						1,771,137.10
MAXIMUM APPLIED WATER ALLOWANCE PERCENT OF ESTIMATED TOTAL WATER USE						32%

IRRIGATION SCHEDULE		
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER MP3000 PROS-06-PRS40-CV TURF ROTATOR, 6" (15.24 CM) POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE ON PRS40 BODY. B=BLUE ADJ ARC 90-210, Y=YELLOW ADJ ARC 210-270, A=GRAY 360 ARC.	18
	HUNTER MP3000 PROS-06-PRS40-CV TURF ROTATOR, 6" (15.24 CM) POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE ON PRS40 BODY. B=BLUE ADJ ARC 90-210, Y=YELLOW ADJ ARC 210-270, A=GRAY 360 ARC.	19
	HUNTER MP3000 PROS-06-PRS40-CV TURF ROTATOR, 6" (15.24 CM) POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE ON PRS40 BODY. B=BLUE ADJ ARC 90-210, Y=YELLOW ADJ ARC 210-270, A=GRAY 360 ARC.	2
	HUNTER RZWS-SLEEVE-36-CV 36" LONG RZWS WITH FILTER FABRIC SLEEVE, .250PM BUBBLER, CHECK VALVE, 1/2" SWING JOINT FOR CONNECTION TO 1/2" PIPE	100
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER ICV-G 1" 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE.	8
	TORO 100-SLVLC 1" ONE-PIECE, 1" SINGLE LUG QUICK COUPLER VALVE WITH VINYL LOCKING COVER. CONTRACTOR TO PROVIDE A KEY AND PERMANENT HOSE VACUUM BREAKER TO BE INCLUDED FOR THE CITY'S USE.	2
	NIBCO T-580-A BRASS SHUT OFF VALVE WITH STEM HANDLE, SAME SIZE AS MAINLINE PIPE DIAMETER AT VALVE LOCATION. SIZE RANGE - 1/2" - 2"	6
	HUNTER IBV-201G-FS 2" BRASS ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE.	1
	FEBCO 825Y 1" REDUCED PRESSURE BACKFLOW PREVENTER PER CITY OF EL CENTRO STD. EC-704 WITH STAINLESS STEEL ENCLOSURE (SEE NOTE BELOW)	1
	HUNTER IC-1200-PED-SS MODULAR CONTROLLER, 12 STATIONS, OUTDOOR MODEL. STAINLESS STEEL PEDESTAL. COMMERCIAL USE. WITH ONE IGM-600 MODULE INCLUDED.	1
	HUNTER SOLAR-SYNC-SEN SOLAR, RAIN FREEZE SENSOR WITH OUTDOOR INTERFACE, CONNECTS TO HUNTER X-CORE AND ACC CONTROLLERS, INSTALL AS NOTED. INCLUDES GUTTER MOUNT BRACKET. WIRED. MODULE NOT INCLUDED.	1
	HUNTER HFS-150 FLOW SENSOR FOR USE WITH ACC CONTROLLER, 1-1/2" SCHEDULE 40 SENSOR BODY, 24 VAC, 2 AMP.	1
	WATER METER 1"	1
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 1" PVC SCHEDULE 40 IRRIGATION PIPE. ONLY LATERAL TRANSITION PIPE SIZES 1" AND ABOVE ARE INDICATED ON THE PLAN.	2,339 L.F.
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 1 1/4" PVC SCHEDULE 40 IRRIGATION PIPE. ONLY LATERAL TRANSITION PIPE SIZES 1" AND ABOVE ARE INDICATED ON THE PLAN.	245.8 L.F.
	IRRIGATION MAINLINE: PVC SCHEDULE 40 1"	24.0 L.F.
	IRRIGATION MAINLINE: PVC SCHEDULE 40 1 1/4"	97.8 L.F.
	IRRIGATION MAINLINE: PVC SCHEDULE 40 2"	633.0 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40 2" TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL BE TWO TIMES THE SIZE OF THE PIPE IT IS SERVING. ALL PIPE/FITTINGS SHALL EASILY SLIDE THROUGH THE SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES BEYOND EDGES OF PAVING OR CONSTRUCTION.	46.1 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40 4" TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL BE TWO TIMES THE SIZE OF THE PIPE IT IS SERVING. ALL PIPE/FITTINGS SHALL EASILY SLIDE THROUGH THE SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES BEYOND EDGES OF PAVING OR CONSTRUCTION.	36.5 L.F.

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN.
MICHAEL P. MADSEN, LLA 5798

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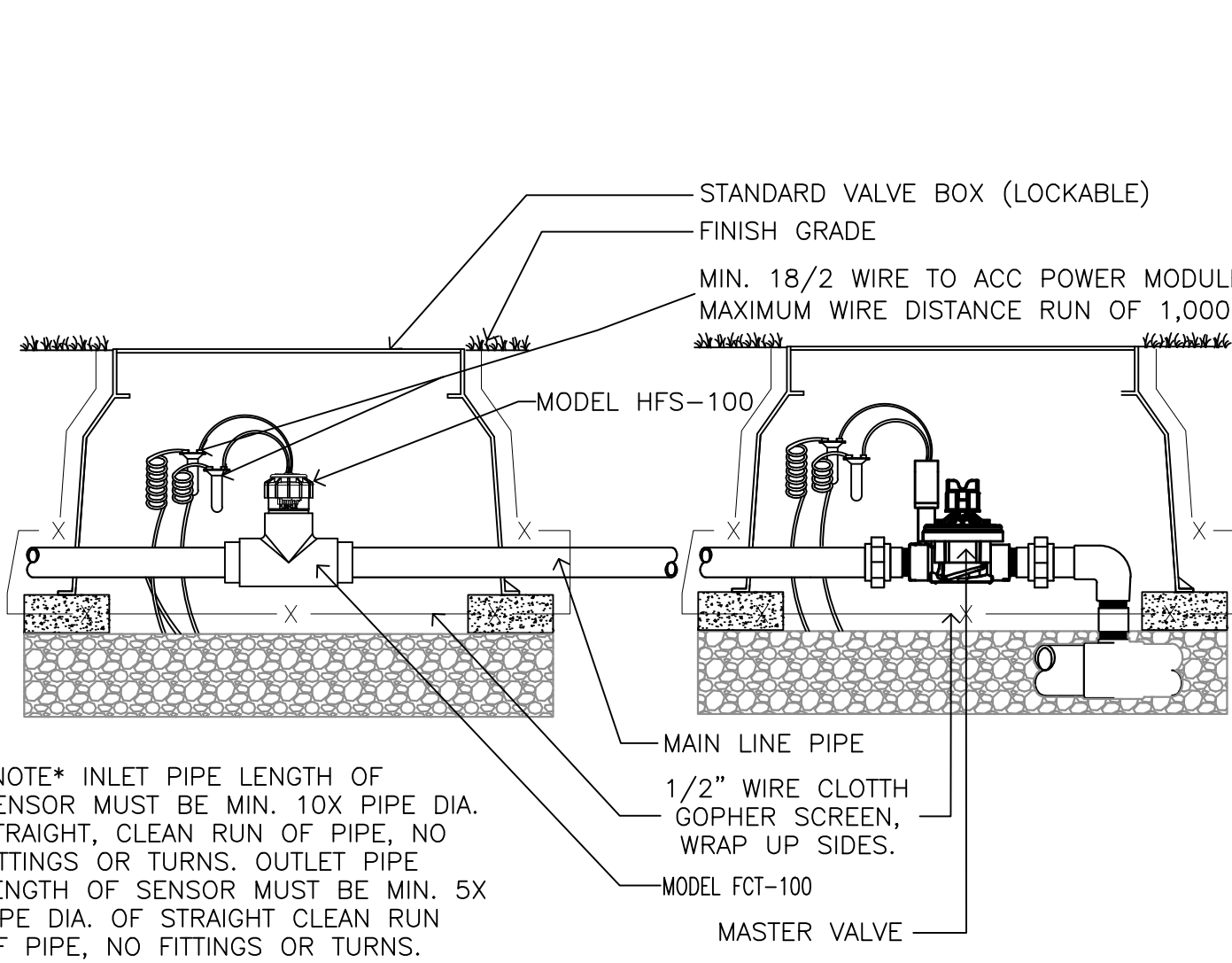
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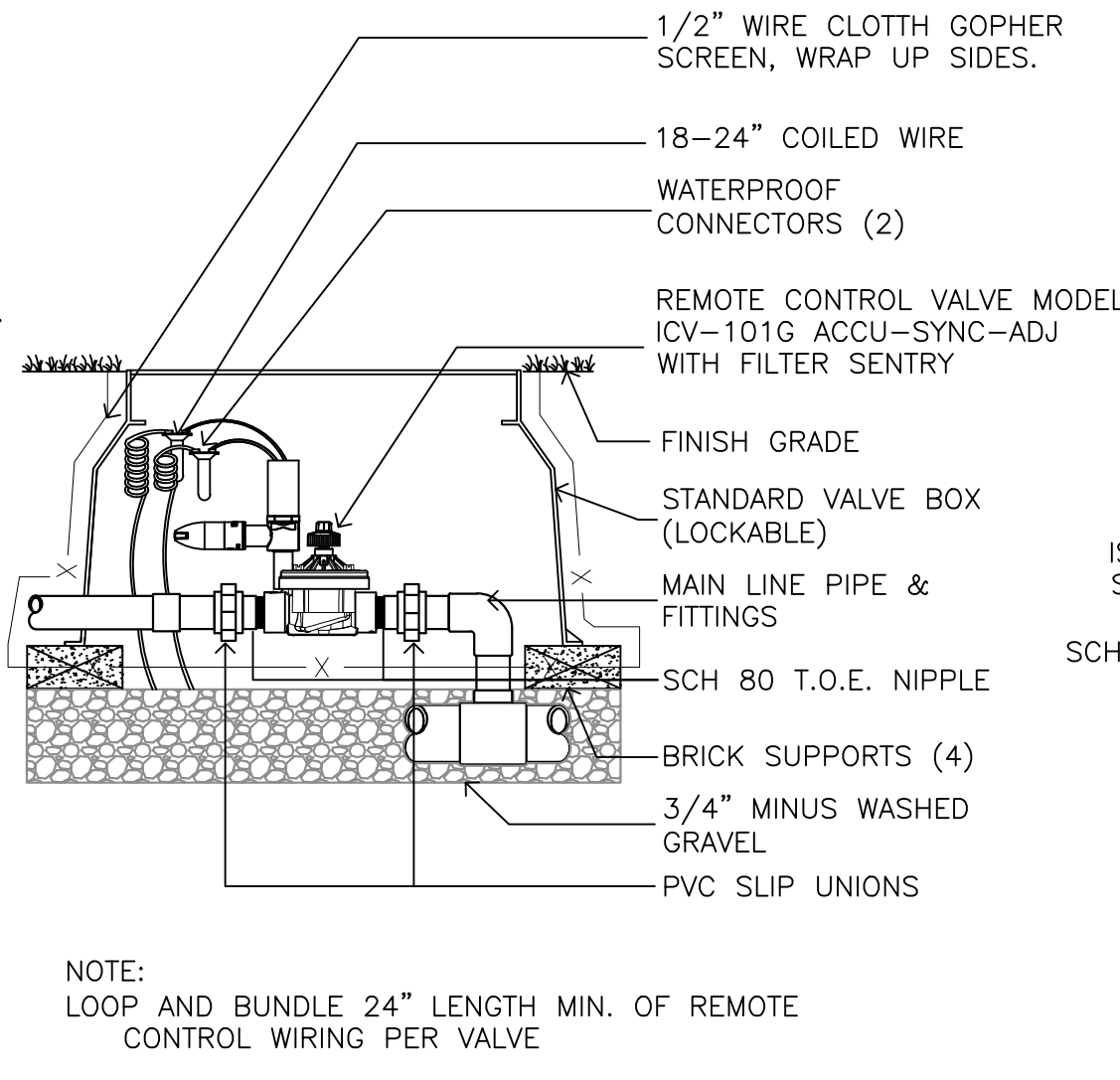
VALVE SCHEDULE NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	WIRE	DESIGN PSI	FRICTION LOSS	VALVE LOSS	PSI	PSI @ POC	PRECIP
1	HUNTER ICV-G	1"	TURF ROTARY	13.61	10	120.7	25	3.27	3	31.26	50.34	0.36 in/h
2	HUNTER ICV-G	1"	TURF ROTARY	17.28	6	127.7	25	2.43	3	30.43	49.57	0.33 in/h
3	HUNTER ICV-G	1"	TURF ROTARY	17.28	6	134.7	25	0.83	3	28.83	48.03	0.33 in/h
4	HUNTER ICV-G	1"	TURF ROTARY	14.09	11	141.4	25	1.31	3	29.31	48.57	0.40 in/h
5	HUNTER ICV-G	1"	TURF ROTARY	17.28	6	148.3	25	2.33	3	30.33	49.73	0.31 in/h
6	HUNTER ICV-G	1"	BUBBLER	8.00	32	179.6	20	1.67	2.80	24.48	45	13.62 in/h
7	HUNTER ICV-G	1"	BUBBLER	8.50	34	173.2	20	3.21	2.85	26.06	46.46	0.85 in/h
8	HUNTER ICV-G	1"	BUBBLER	8.50	34	250.6	20	3.53	2.85	26.38	48.34	0.85 in/h

REDUCED PRESSURE BACKFLOW PREVENTER NOTE:
PROVIDE PRE-MANUFACTURED STAINLESS STEEL ENCLOSURE SIZED TO FIT CITY STANDARD RBPB UNIT. ACCEPTABLE MANUFACTURERS ARE LEWIS & BOYD "SERIES, BPD" "GUARDSHACK" UNITS, OR APPROVED EQUAL. MODIFY PRE-MANUFACTURED UNITS FASTENING SYSTEMS WITH HEAVY DUTY HINGES AND ANCHORING BOLT SYSTEM. SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO INSTALLATION.

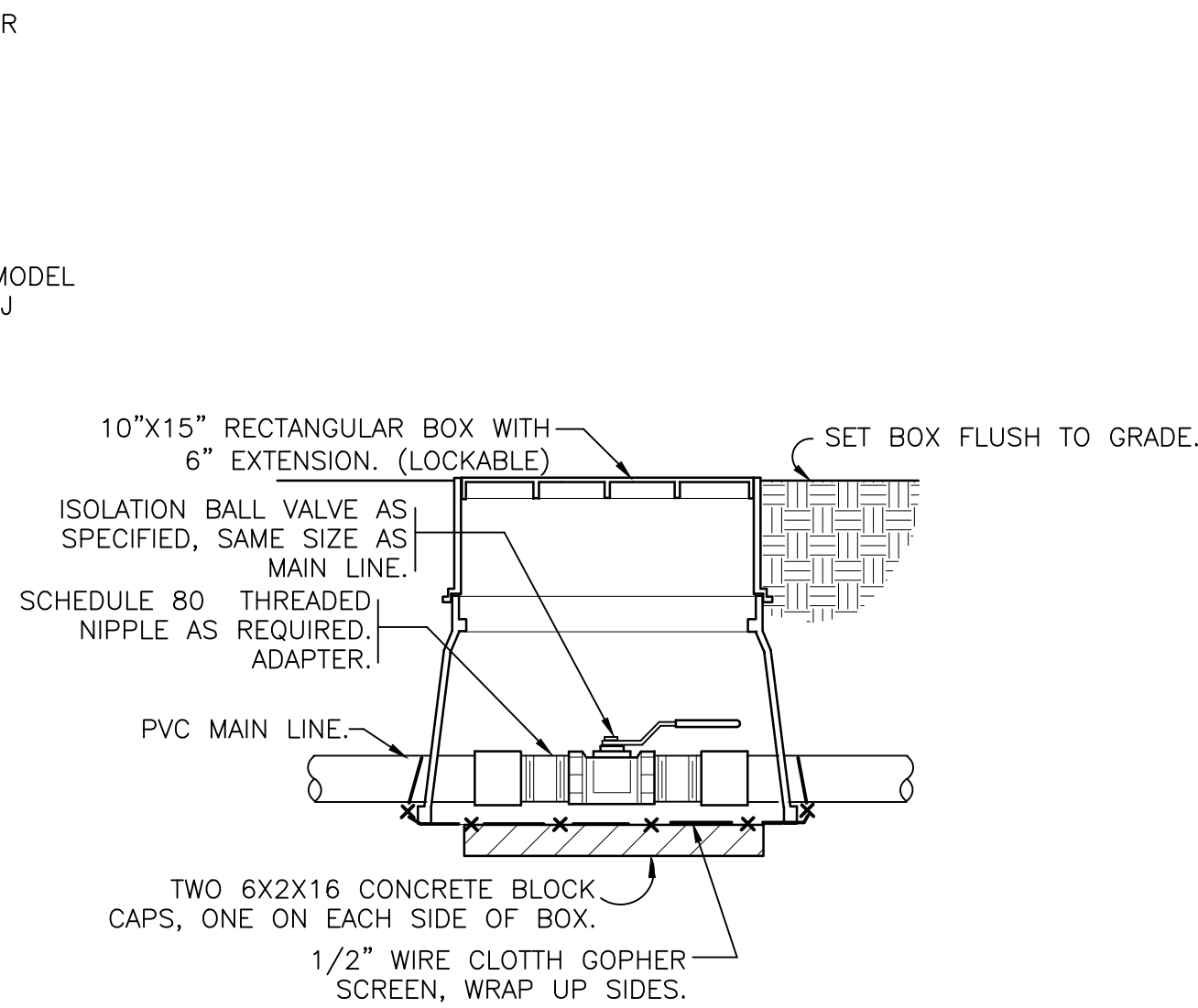
ENGINEER OF WORK		CITY OF EL CENTRO		CITY APPROVED CHANGES		APP	DATE	RECOMMENDED FOR APPROVAL		RECOMMENDED FOR APPROVAL		APPROVED FOR CONSTRUCTION		BENCH MARK		CITY OF EL CENTRO		DRAWING NO.	
BY:	MEGAN R. OLERY, P.E. 73365	DEPARTMENT OF PARKS AND RECREATION	375 SOUTH FIRST STREET EL CENTRO, CA 92243 (760) 337-4557					BY: MARCELA PIEDRA DEPUTY CITY MANAGER	DATE	BY: ABRAHAM CAMPOS, P.E. 70281	DATE	BY: TERRY HAGEN, P.E. 24740	DATE	SEE SHEET CV-01		PUBLIC IMPROVEMENT PLANS FOR: PLANK PARK IRRIGATION PLAN		IR-01	



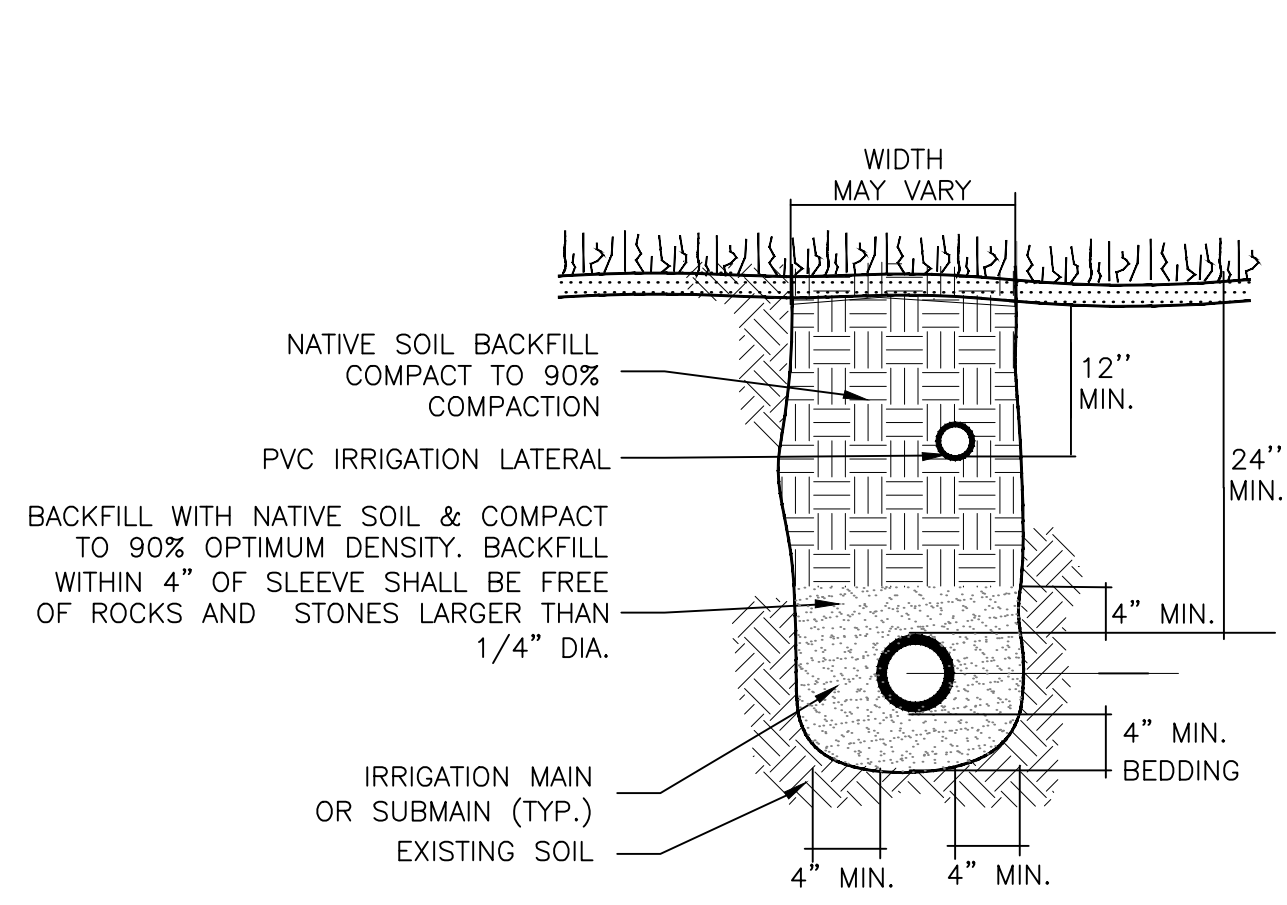
A FLOW SENSOR
NOT TO SCALE



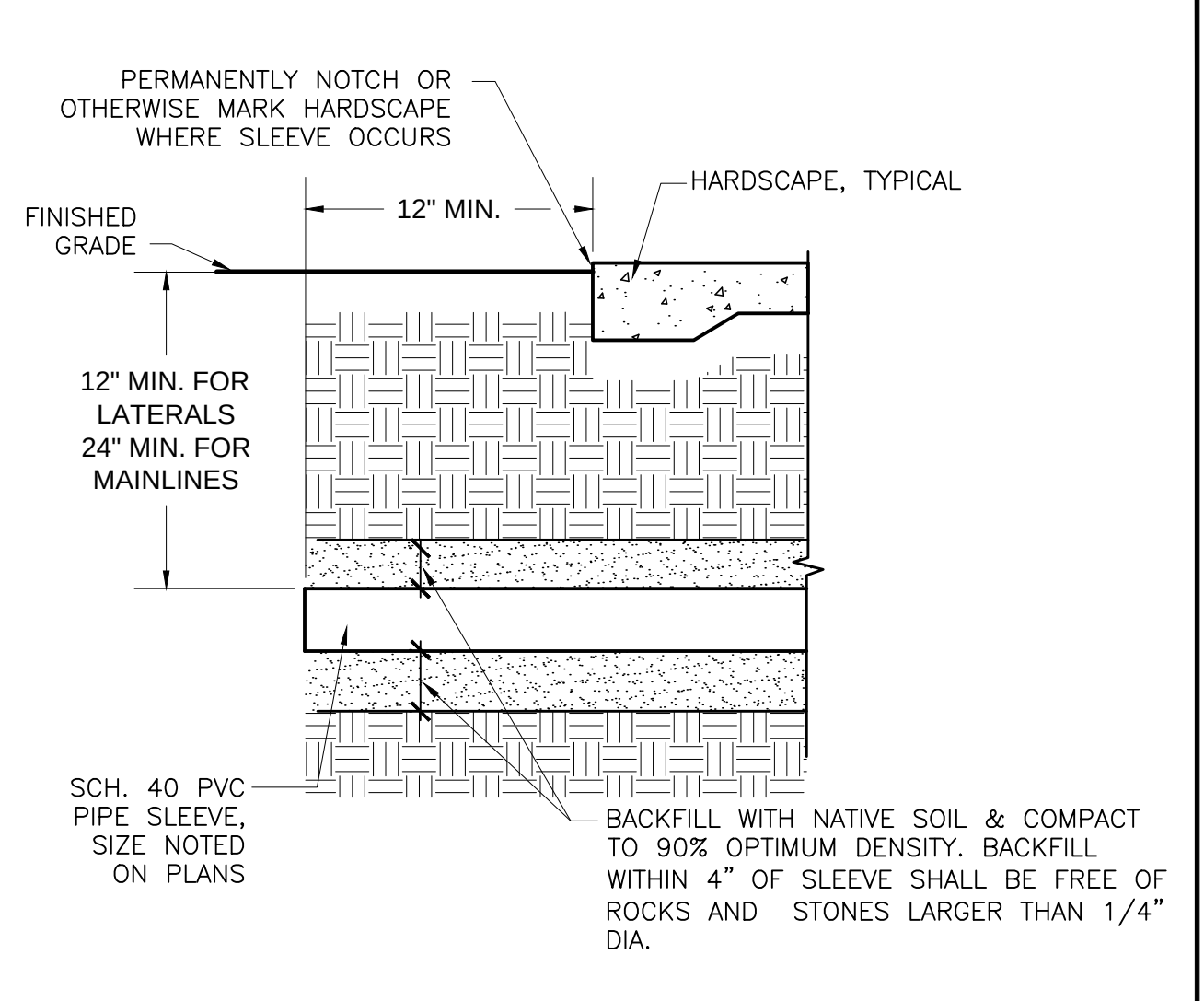
B REMOTE CONTROL VALVE
NOT TO SCALE



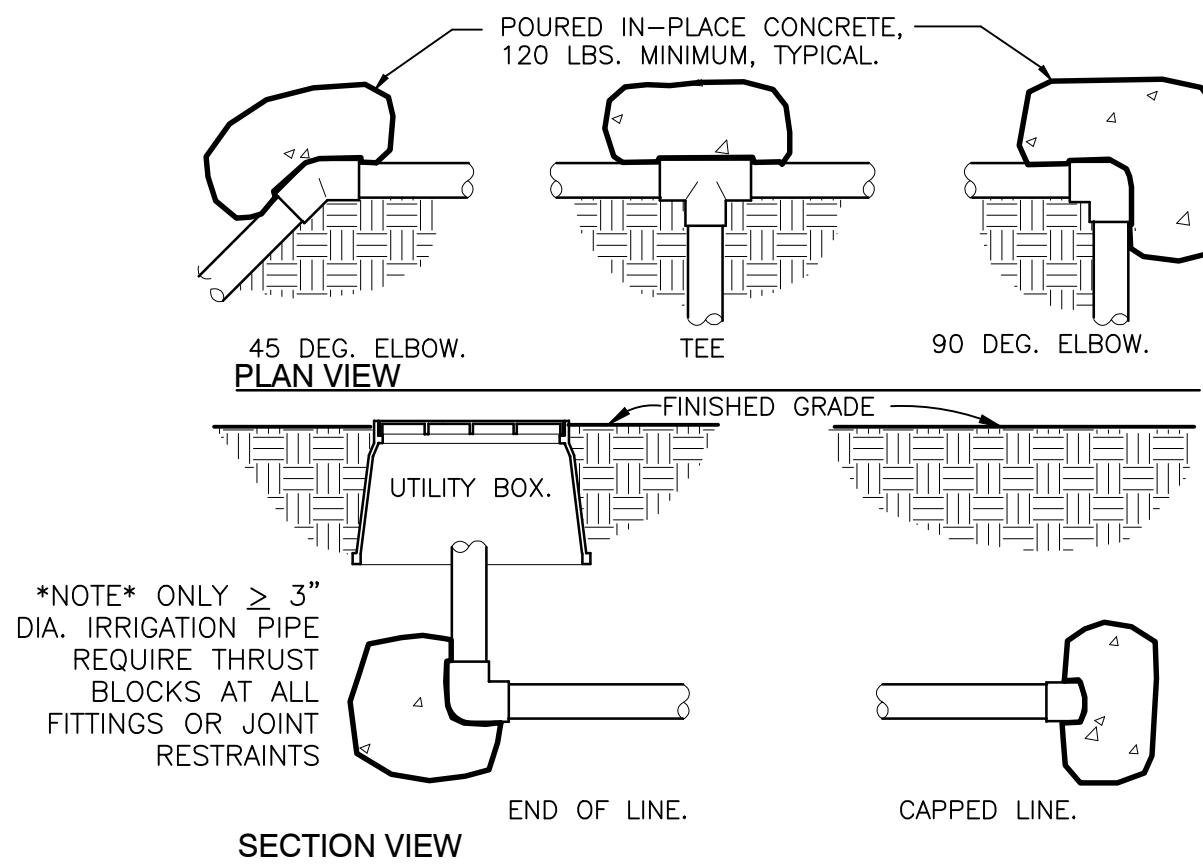
C BRONZE BALL ISOLATION VALVE
NOT TO SCALE



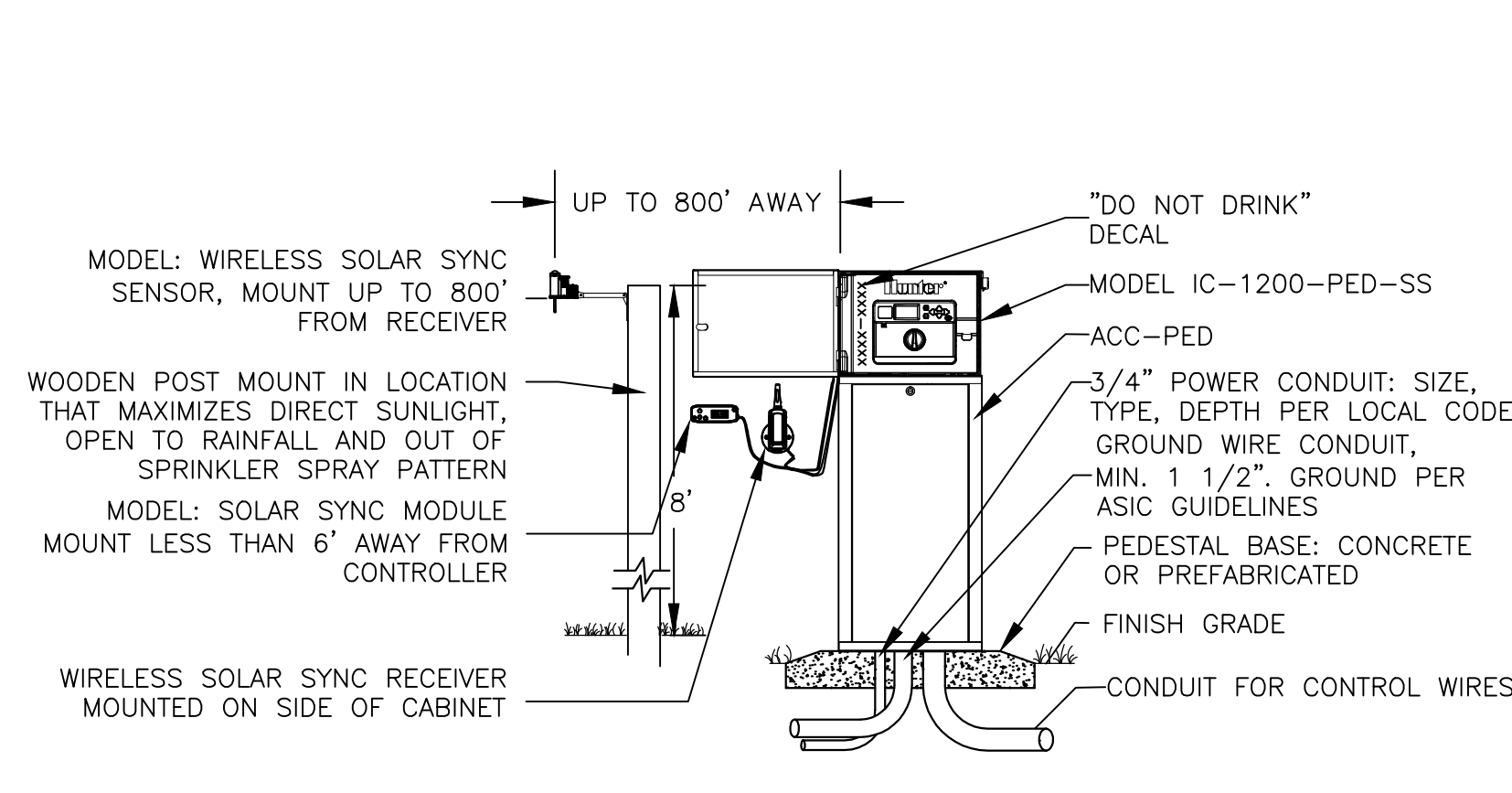
D TRENCHING AND PIPE SLEEVING DETAIL
NOT TO SCALE



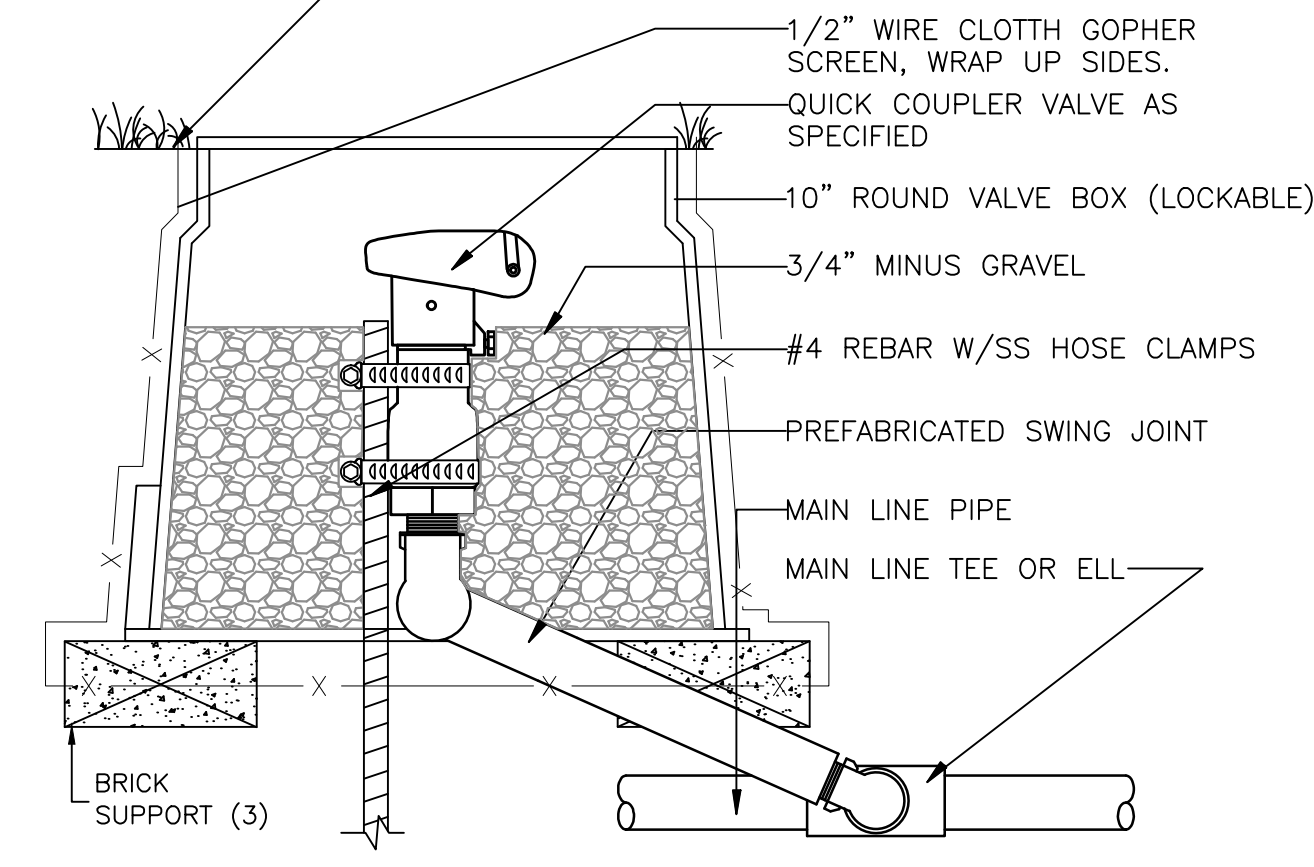
E MAINLINE AND LATERAL PIPE SLEEVING
NOT TO SCALE



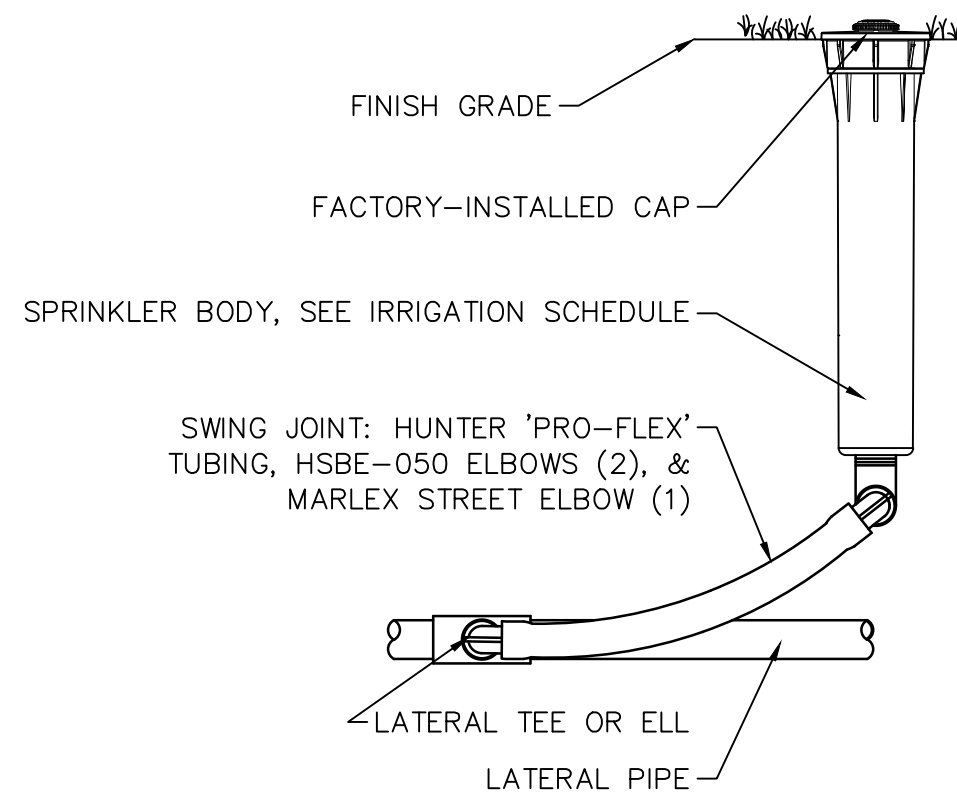
F THRUST BLOCKING
NOT TO SCALE



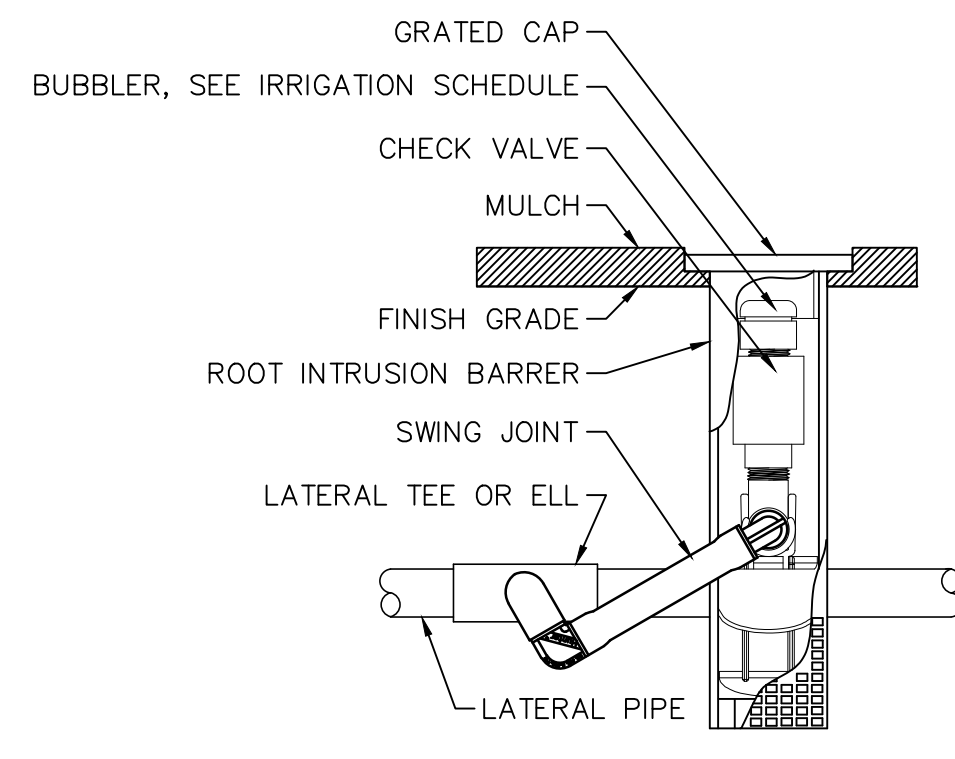
G STAINLESS STEEL PEDESTAL CONTROLLER WITH WEATHER STATION
NOT TO SCALE



H QUICK COUPLER VALVE
NOT TO SCALE



I MP ROTATOR SPRINKLER
NOT TO SCALE



J ROOT ZONE WATERING SYSTEM - RZWS
NOT TO SCALE

CRITICAL ANALYSIS

Generated: 2017-06-15 10:55

P.O.C. NUMBER: 01
Water Source Information:

FLOW AVAILABLE
Water Meter Size: 1"
Flow Available: 37.50 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 55.00 psi
Elevation Change: 5.00 ft
Service Line Size: 2"
Length of Service Line: 20.00 ft
Pressure Available: 53.00 psi

DESIGN ANALYSIS
Maximum Multi-valve Flow: 32.00 gpm
Flow Available at POC: 37.50 gpm
Residual Flow Available: 5.50 gpm

Critical Station: 3
Design Pressure: 25.00 psi
Friction Loss: 2.97 psi
Fittings Loss: 0.30 psi
Elevation Loss: 0.00 psi
Loss through Valve: 3.00 psi
Pressure Req. at Critical Station: 31.26 psi
Loss for Fittings: 0.09 psi
Loss for Main Line: 0.87 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 10.46 psi
Loss for Master Valve: 1.54 psi
Loss for Water Meter: 6.12 psi
Critical Station Pressure at POC: 50.34 psi
Pressure Available: 53.00 psi
Residual Pressure Available: 2.66 psi



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ENGINEER OF WORK	CITY OF EL CENTRO	CITY APPROVED CHANGES	APP	DATE	RECOMMENDED FOR APPROVAL	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF EL CENTRO PUBLIC IMPROVEMENT PLANS FOR: PLANK PARK IRRIGATION DETAILS	DRAWING NO.
BY: <i>Megan R. Olery</i> MEGAN R. OLERY, P.E. 73362 CIVIL ENGINEER DATE 6/23/2017	DEPARTMENT OF PARKS AND RECREATION 375 SOUTH FIRST STREET EL CENTRO, CA 92243 (760) 337-4557				BY: <i>Marcela Piedra</i> MARCELA PIEDRA DEPUTY CITY MANAGER DATE	BY: <i>Abraham Campos</i> ABRAHAM CAMPOS, P.E. 70281 CIVIL ENGINEER DATE	BY: <i>Terry Hagen</i> TERRY HAGEN, P.E. 24740 PUBLIC WORKS DIRECTOR DATE	SEE SHEET CV-01		IR-02



**SCHEDULED
ACTION ITEM (ID # 2396)**

Prepared By: Diane Caldwell
Department Head: Diane Caldwell
DOC ID: 2396

Discussion and any necessary action regarding the El Centro Regional Medical Center Forbearance Agreement and Release

CITY MANAGER'S RECOMMENDATION:

Approve Forbearance Agreement and Release with Key Government Finance, Inc., Comerica Bank, the El Centro Regional Medical Center, El Centro Financing Authority, and MUFG Union Bank, N.A. (the bond Trustee).

BACKGROUND:

In 2015, the El Centro Financing Authority issued \$50 million in revenue refunding bonds: \$25 million to Key Government Finance, Inc. ("Key") and \$25 million to Comerica Bank ("Comerica"). The bond proceeds are being used to build the Medical Office Building which currently is under construction. ECRMC currently pays interest of 3.05% on the Key bonds and the LIBOR rate on the Comerica bonds. At no time has ECRMC failed to make any bond payment when due.

DISCUSSION:

The bonds contain financial covenants, including that ECRMC will maintain a debt service coverage ratio of 1:35 to 1:00. In the quarter that ended December 31, 2016, ECRMC's ratio was 1:24 to 1:00. Key and Comerica ("Banks") provided waivers of the technical violation of the bond covenant for the quarter ended December 31, 2016. For the quarters ended March 31, 2017 and June 30, 2017, ECRMC again will fall under the required ratio. Therefore, the Banks have the right to declare the principal and accrued interest on both bonds outstanding to become immediately due and payable. The Banks will forbear from exercising their rights with respect to the identified debt service coverage ratio-related defaults, if ECRMC agrees to certain provisions, as set forth in the Forbearance Agreement and Release (the "Agreement").

The action requested of the El Centro Regional Medical Center is to carry out bond Covenants agreed-upon in 2015. There are no new obligations or costs imposed on either the El Centro Regional Medical Center, the City, or the Financing Authority.

The key provisions of the Agreement are summarized as follows:

- (1) ECRMC will retain, at ECRMC's expense, Huron Consulting to assess ECRMC's business plan, prepare a financial viability analysis, prepare financial projections, give input to ECRMC's bond advisor regarding refinancing options, and assess the depth of the management team to implement performance improvement.
- (2) The interest rates will increase, effective April 1, 2017, from 3.05% to 4% on the Key bonds, and from LIBOR to LIBOR + 3% on the Comerica bonds.
- (3) The Huron Consulting assessment will be concluded by August 31, 2017. The

Forbearance Agreement terminates on September 15, 2017. Based on the outcome of the Huron assessment, the Banks will either negotiate an extension or will prepare a new Forbearance Agreement. Although the proposed Agreement does not specifically provide for the interest rates to return to the original amounts once ECRMC regains compliance with the bond covenants, depending on the Huron Consulting assessment and future financial performance, a new Forbearance Agreement could potentially include a return to the original interest rates.

- (4) If, between the execution of the Agreement and September 15, 2017, the financial condition of ECRMC deteriorates, or other bond covenants are violated (not including the debt service coverage ratio violation for the June 30, 2017 quarter), then the Agreement terminates and the Banks have the option to declare the principal and accrued interest on the bonds as immediately due and payable.
- (5) ECRMC releases the Banks from any possible claims against them related to the Banks' enforcement of their rights under the bond documents or the Agreement.
- (6) ECRMC will provide financials (monthly balance sheet, cash flow statement, income statement), for the months of April and May 2017 and within 30 days after the end of the following months, and provide any other reasonable reporting requested by the Banks.

MUFG Union Bank, N.A. has been designated by the Banks as the Trustee under the bond documents, and has approved the Agreement. The ECRMC Board approved the Agreement at its meeting on June 27, 2017 and Huron Consulting has started its assessment.

CONCLUSION:

The bonds contain financial covenants, including that ECRMC will maintain a debt service coverage ratio of 1:35 to 1:00. In the quarter that ended December 31, 2016, ECRMC's ratio was 1:24 to 1:00. Key and Comerica ("Banks") provided waivers of the technical violation of the bond covenant for the quarter ended December 31, 2016. For the quarters ended March 31, 2017 and June 30, 2017, ECRMC again will fall under the required ratio. Therefore, the Banks have the right to declare the principal and accrued interest on both bonds outstanding to become immediately due and payable. The Banks will forbear from exercising their rights with respect to the identified debt service coverage ratio-related defaults, if ECRMC agrees to certain provisions, as set forth in the Forbearance Agreement and Release (the "Agreement").

The action requested of the City and Financing Authority is to carry out bond covenants agreed-upon in 2015. There are no new obligations or costs imposed on either the City or the Financing Authority.

The key provisions of the Agreement are summarized as follows:

- (1) ECRMC will retain, at ECRMC's expense, Huron Consulting to assess ECRMC's business plan, prepare a financial viability analysis, prepare financial projections,

give input to ECRMC's bond advisor regarding refinancing options, and assess the depth of the management team to implement performance improvement.

- (2) The interest rates will increase, effective April 1, 2017, from 3.05% to 4% on the Key bonds, and from LIBOR to LIBOR + 3% on the Comerica bonds.
- (3) The Huron Consulting assessment will be concluded by August 31, 2017. The Forbearance Agreement terminates on September 15, 2017. Based on the outcome of the Huron assessment, the Banks will either negotiate an extension or will prepare a new Forbearance Agreement. Although the proposed Agreement does not specifically provide for the interest rates to return to the original amounts once ECRMC regains compliance with the bond covenants, depending on the Huron Consulting assessment and future financial performance, a new Forbearance Agreement could potentially include a return to the original interest rates.
- (4) If, between the execution of the Agreement and September 15, 2017, the financial condition of ECRMC deteriorates, or other bond covenants are violated (not including the debt service coverage ratio violation for the June 30, 2017 quarter), then the Agreement terminates and the Banks have the option to declare the principal and accrued interest on the bonds as immediately due and payable.
- (5) ECRMC releases the Banks from any possible claims against them related to the Banks' enforcement of their rights under the bond documents or the Agreement.
- (6) ECRMC will provide financials (monthly balance sheet, cash flow statement, income statement), for the months of April and May 2017 and within 30 days after the end of the following months, and provide any other reasonable reporting requested by the Banks.

MUFG Union Bank, N.A. has been designated by the Banks as the Trustee under the bond documents, and has approved the Agreement. The ECRMC Board approved the Agreement at its meeting on June 27, 2017 and Huron Consulting has started its assessment.

CONCLUSION:

Approve Forbearance Agreement and Release with Key Government Finance, Inc., Comerica Bank, the El Centro Regional Medical Center, El Centro Financing Authority, and MUFG Union Bank, N.A. (the bond Trustee)

*Agreement on file at the City Clerk's office.



**SCHEDULED
ACTION ITEM (ID # 2398)**

First Amendment to Library Lease Agreement

CITY MANAGER'S RECOMMENDATION:

Approval of Resolution No. 17- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN EXTENSION OF THE LEASE AGREEMENT WITH PUENTE DEL SOL FOR THE TEMPORARY RELOCATION OF THE PUBLIC LIBRARY

FISCAL IMPACT:

The funds to pay for this lease agreement are allocated in the City's General Fund. A total of \$142,000 has been allocated in the 2018 Budget to pay for the lease period ending June 30, 2018.

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION:

Goal No. 3 - Recreation and Lifelong Learning

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

N/A

BACKGROUND:

In November, 2011, the City entered into a lease of space located at 1150 North Imperial Avenue, Suite 1 located within the Valley Centerpoint Plaza for the temporary relocation of the El Centro Public Library. The lease was with 26 Imagine Partners, now Puente del Sol, LLC. The lease (after all extensions) expires on or about September 27, 2017. While the parties discuss the terms and conditions for a new lease, Puente del Sol has agreed to an extension of the current lease, on the same terms and conditions, through June 30, 2018. Staff anticipates an update on the terms and conditions of the lease at the second meeting in September.

DISCUSSION:

In order to continue occupying the space at 1150 N. Imperial Avenue, City Staff is recommending approval of the attached amendment to the commercial multi-tenant lease between the City and Puente Del Sol, LLC.

CONCLUSION:

Staff recommends the approval of Resolution No. 17- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN EXTENSION OF THE LEASE AGREEMENT WITH PUENTE DEL SOL FOR THE TEMPORARY RELOCATION OF THE PUBLIC LIBRARY

ATTACHMENTS:

- Resolution (PDF)
- Amendment to Agreement (PDF)

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EL CENTRO APPROVING AN EXTENSION OF THE
LEASE AGREEMENT WITH PUENTE DEL SOL FOR THE
TEMPORARY RELOCATION OF THE PUBLIC LIBRARY

WHEREAS, in September, 2011 the City leased space at the Valley Centerpoint Plaza located at 1150 North Imperial Avenue, Suite 1, El Centro, California for the temporary relocation of the El Centro Public Library; and

WHEREAS, the lessor was Imagine 26 Partners, LLC, now called Puente del Sol, an active California limited liability company ("Partners"); and

WHEREAS, the term of that lease with all extensions ends September 27, 2017; and

WHEREAS, the lessor has agreed to an additional extension of the lease through June 30, 2018 on the same terms and conditions of the extension remain the same; and

WHEREAS, the Deputy City Manager and Staff Attorney are working with representatives of Puente del Sol on a longer-term lease or other arrangement to allow the library to remain in that location; and

WHEREAS, the City Council finds that approval of the extension of the lease agreement on the same terms and conditions is in the best interest of the City.

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

1. That the foregoing is true, correct and adopted hereby.
2. That the City Council does hereby approve the extension Lease Agreement between the City and Puente del Sol and authorize its execution by the Deputy City Manager.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2017.

CITY OF EL CENTRO

By: _____
Alex Cardenas, Mayor

ATTEST:

By: _____
L. Diane Caldwell, City Clerk

Attachment: Resolution (2398 : First Amendment to Library Lease Agreement)

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 Resolution No. 17-_____ 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 _____, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
L. Diane Caldwell, City Clerk

Attachment: Resolution (2398 : First Amendment to Library Lease Agreement)

**FIRST AMENDMENT TO AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE**

THIS FIRST AMENDMENT TO AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE (this “**Amendment**”), is made as of _____, 2017, by and between PUENTE DEL SOL, LLC, a California limited liability company (“**Lessor**”), and the CITY OF EL CENTRO, a municipal corporation and charter City (“**Lessee**”).

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain AIR Commercial Real Estate Association Standard Industrial/Commercial Multi-Tenant Lease - Gross dated October 1, 2011, as assigned pursuant to that certain Assignment and Assumption of Lease and Assignment and Assumption of Agreement between the City of El Centro and Imagine 26 Partners, for the Tenant Improvements for the Library Temporary Location Project, dated March 13, 2012, as the same may be amended from time-to-time (collectively, the “**Lease**”).

WHEREAS, the Lease currently provides that it expires on September 24, 2017 (the “**Current Term**”).

WHEREAS, Lessor and Lessee desire to extend the Current Term.

AGREEMENT

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. Extension of Current Term. The Current Term is hereby extended through June 30, 2018.
2. Terms and Conditions. All other terms and conditions of the Lease shall remain unchanged and in full force and effect.
3. Ratification. Except as modified herein, the Lease is unmodified and in full force and effect, and the parties hereto hereby ratify the terms thereof.
4. Counterparts. This Amendment may be executed and delivered in counterparts, each of which shall be deemed as an original and all of which shall constitute one and the same instrument.

[Signature page follows.]

**SIGNATURE PAGE TO FIRST AMENDMENT TO
AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD
INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE**

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed effective as of the day and year first above written.

LESSOR:

PUENTE DEL SOL, LLC,
a California limited liability company

By: Shane Astani
Its: Manager

By: Alon Abady
Its: Manager

[Signatures continue on following page.]

Attachment: Amendment to Agreement (2398 : First Amendment to Library Lease Agreement)

**SIGNATURE PAGE TO FIRST AMENDMENT TO
AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD
INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE
(Continued)**

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed effective as of the day and year first above written.

LESSEE:

CITY OF EL CENTRO

By: Marcela Piedra
Its: Deputy City Manager

Attachment: Amendment to Agreement (2398 : First Amendment to Library Lease Agreement)



**SCHEDULED
ACTION ITEM (ID # 2393)**

Discussion and/or action on Permitting and Regulating Commercial Medicinal Cannabis Activities in the City

CITY MANAGER'S RECOMMENDATION:

Provide direction on permitting and regulating commercial medicinal cannabis activities in the City.

FISCAL IMPACT: Unknown at this time.

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

BACKGROUND:

At the June 20, 2017 meeting, staff reported to Council that the consensus of the cannabis ad-hoc committee was to proceed and draft an ordinance that would permit and regulate commercial medical cannabis retailers in the City. At the same time, the City would continue the regulation of personal indoor cultivation, ban outdoor personal cultivation and ban commercial cannabis recreational retailers and all commercial cultivation within the City. There would be no local regulation of testing.

The June 20 presentation to Council included options to consider as it relates to 1) locations or zones where commercial medicinal cannabis sales may be permitted; 2) possible local excise taxes; 3) the different types of local licensing mechanisms; and 4) recent regulatory amendments under SB 94 which became effective June 27, 2017.

After further consideration, Council took action to continue this matter to the July 18, 2017 meeting in order to provide staff additional time to review the amendments to the regulatory framework under SB94.

DISCUSSION:

So far, there has been little guidance on the provisions of SB94, which make a number of changes in both medicinal cannabis and recreational cannabis state licensing and regulation in an effort to set up a comprehensive single regulatory system. Those changes have some impacts on local control.

A review and summary of SB94 was completed by the City Attorney and is attached as Exhibit A. In general, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA or the "Act") eliminates the City's ability to regulate mobile dispensaries, to prohibit transport on public roads, and to impose residency requirements for licenses. The Act allows local jurisdictions to adopt more stringent regulations, which continue to include the ability to ban all commercial cannabis activities (including retail sales and cultivation) as well as no regulation (which means state law will govern to allow retail sales, distribution and commercial cultivation). The Act does not abolish the Medical

Use of Marijuana Act but merges many of its provisions with the Adult Use of Marijuana Act. The qualified patient designation is retained although there is a voluntary medical ID cards. There is a distinction between a medical retail sales state license (“M” license) and a recreational retail sales license (“A” license), although the cultivation regulations are the same except for the level of THC and other active ingredients and the regulation of edibles.

While the license types for medicinal and recreational cannabis are different, one person may hold all types of licenses, except one for testing (and eventually one for large cultivation). It is not clear at this time whether a city can ban only the sale of recreational cannabis or whether it is meaningful to do so.

As you know, in 2011 Council adopted Ordinance 11-06 that established regulations and procedures for medical cannabis dispensaries (Exhibit B). Shortly after adoption and prior to issuing permits, a moratorium was placed due to the many legal challenges going through the courts. If Council desires to permit and regulate commercial medical cannabis uses, the regulatory structure of Ordinance 11-06 could be incorporated to the new ordinance which would be updated to be consistent with the definitions and requirement of the Act. For example, a Type 10 license is a “retailer” license, a Type 11 is a Distributor and Type 12 is a micro-business. (Others are for cultivation and manufacturing.) Within those categories, all licenses must bear a designation of “A” for adult-use cannabis activity or “M” for medicinal.

Regulatory Ordinance

In order to proceed with a draft regulatory ordinance, staff requests further direction as to the type of licenses that would be permitted. For example, would the only type of commercial cannabis activity allowed in the City be that conducted under a retail state Type 10-M license along with a City permit? (That could include micro-business with that license). Since one of the purposes of the Act was to allow licensees to hold multiple licenses, the City has received a number of requests to allow manufacturing and distribution.

Prior to drafting a regulatory ordinance, the following activities must also be considered:

- Should manufacturing and/or distribution be allowed in the City?
- Should a non-profit licensing system be allowed?
- Should temporary cannabis events properly licensed through the state be allowed in the City?
- Would the retail system include the ability to smoke/otherwise ingest cannabis on-site?
- For deliveries of medicinal cannabis, does the City want to require a track and trace program? State law does not require that for medicinal cannabis.
- Should there be additional restrictions on the display of edibles?
- How many medicinal retailers should be allowed?

As part of the process, the fee structure presented in 2011 must be updated and expanded to incorporate additional duties and possible increased police enforcement

imposed by the Act.

The state will start issuing licenses on January 1, 2018 so an ordinance must be in place on or before that date. It seems likely that the licenses will be issued based upon temporary regulation of the Bureau of Cannabis Control, which is relying on local regulation for the 2018 calendar year.

As an alternative, Council could provide direction to draft an ordinance prohibiting all commercial cannabis activities in the City at this time and reconsider the item in 2018, once the State regulatory framework is put in place.

Options:

- 1) Provide direction to draft a land use and regulatory ordinance permitting commercial medicinal cannabis uses in the City.
- 2) Provide direction to draft an ordinance to ban all commercial cannabis activities in the City.
- 3) Provide other direction.

CONCLUSION:

Provide further direction on permitting and regulating medicinal cannabis activities in the City.

ATTACHMENTS:

- City Attorney's Summary SB 94 (PDF)
- Ordinance 11-06 - Establishing Regulations (PDF)

Medicinal and Adult-Use Cannabis Regulation and Safety Act or MAUCRSA – Summary of Provisions

Purpose: The Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA or the “Act”) contains portions of the Medical Cannabis Regulation and Safety Act (MCRSA) that do not conflict with the Adult Use of Marijuana Act (AUMA) along with a variety of provisions designed to create a single, comprehensive regulatory system for commercial cannabis activity and product sale, testing, distribution, and enforcement.

Effectively, the Act makes the MCRSA superfluous although it does not repeal it. There is additional regulation as to the content and packaging for edibles (cannabis products).

The Act eliminates:

- regulation of mobile dispensaries (permitted as a form of retail sales);
- the City’s ability to prohibit transport on public roads by compliant licensees;
- residency requirements for licenses; and
- regulation of industrial hemp

Administration: The state office in charge of administering and interpreting the Act is the Department of Consumer Affairs, Bureau of Cannabis Control (the “Bureau”). Several other state agencies have roles, including the Food and Agriculture Department, the Public Health Department, the State Fire Marshal and Fish & Wildlife, and each is called a “licensing authority.” Currently, they share a joint (although not-up-to-date) website, the California Cannabis Portal.

Single regulatory system:

A. Licenses: The Act codifies state licensing authority with regulations to follow. The Bureau must begin processing licenses starting January 1, 2018. Because it does not appear that final regulations can be in place by then, the Bureau and each licensing authority have the authority to adopt temporary regulations until January 1, 2019. However, they may grant licenses only where there is a local license in place (or no requirement for a local license).

The highlights are:

1. Producing dispensary and transporter licenses will not be available.
2. Types of Licenses: There are 12 types of licenses; eight are for types of cultivation, one is for testing labs (Type 8), one for retailers (Type 10); one for distributors (Type 11) and one for a microbusiness (Type 12). Each license, except for the testing license, must be designated as a medicinal (M) or adult use (A) license, and separate licenses are required. For example, a medicinal commercial cannabis operation requires a Type 10-M license.
3. Microbusiness includes cultivation of an area of less than 10,000 sq. feet along with distribution and sale.
4. “Retailer,” means someone who sells and delivers cannabis or cannabis products to customers. A retailer must identify a specific physical location from which commercial cannabis activities are conducted. A retailer’s premises may be closed to the public. A retailer may conduct sales exclusively by delivery but a retailer cannot distribute without a separate distribution license. *A retailer shall notify the licensing authority and the appropriate law enforcement authorities within 24 hours after discovering significant inventory discrepancies; theft, loss or criminal activity in the operation or by an employee or agent of the retailer, or loss or alteration of records, specifically including those for registered qualifying patients and primary caregivers.*
5. A state temporary event license will be granted only where a local jurisdiction allows for the state to grant a temporary event license.
6. A person may hold any combination of licenses although a person with a testing license may hold only that license.
7. Separate license are required for each location.
8. No licensee may sell alcohol or tobacco.
9. The state may deny the license because of the operator, the premises, or failure to comply with the Act or its regulations. The state also may deny a license on the grounds of an excessive concentration of commercial cannabis facilities, i.e. over 1 per 15,000 people; licensee acts in restraint of trade or discriminates in sale.

10. Priority in licensing to those operating legally before September 1, 2016; a city must identify those businesses for the state and provide a copy of the local ordinance plus any amendments.

B. Licensing provisions address who is allowed on the premises as well as recordkeeping: “The designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee.” This rule allows for more than one license to be associated with a given address or parcel because parcels may include multiple premises.

C. Delivery and distribution require specific safety standards. For example, the license holder must employ all drivers. Cannabis for delivery or distribution must have security manifest with that unique identifier for each recreational cannabis plan and the retailer or distributor must participate in the track and trace program.

D. Security measures for retailers must include, at a minimum

(1) Prohibiting individuals from remaining on the licensee’s premises if they are not engaging in activity expressly related to the operations of the retailer.

(2) Establishing limited access areas accessible only to authorized personnel.

(3) Other than limited amounts of cannabis used for display purposes, samples, or immediate sale, storing all finished cannabis and cannabis products in a secured and locked room, safe, or vault, and in a manner reasonably designed to prevent diversion, theft, and loss.

Local Control:

The Act deals with matters of statewide concern; therefore, including for charter cities, the Act specifies the areas of local control by local jurisdictions (which means cities and counties (B&P Code Sections 26000 et seq.)).

1. Local legislative authority continues to prohibit commercial cannabis activity, which is defined to include both dispensing and cultivation (B&P Code Section 26001(k)).
2. Local legislative authority continues over land use and business licenses: *“This division shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under this division, including, but not limited to, local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed under this division within the local jurisdiction.”*
3. Therefore, current bans on commercial sales of medical cannabis and cultivation remain legal along with the regulation of personal indoor and outdoor cultivation, although the definitions in those ordinances should be updated to be consistent with those used in the Act.
4. Commercial cannabis activity (defined as both distribution and cultivation) needs to be addressed with an ordinance effective on or before January 1, 2018 as it is unlikely if there will be permanent statewide regulations by that time (and somewhat doubtful that there will be temporary regulations).
5. Any ordinance in place or adopted needs to be provided to the state Bureau of Cannabis Control; there is a system that will be set up for that, but it is not yet in place.
6. Local jurisdictions may, but are not required to:
 - Establish rules and regulations more strict than those established by Act or by regulations of the Bureau or licensing authorities: *“Any standards, requirements, and regulations regarding health and safety, environmental protection, testing, security, food safety, and worker protections established by the state shall be the minimum standards for all licensees under this division statewide. A local jurisdiction may establish additional standards, requirements, and regulations.*
7. The Act allows local enforcement of state law by delegation from the bureau under a written agreement with that local jurisdiction.

8. The Act outlines a process for a local jurisdiction and the Bureau to communicate regarding state and local licenses:
 - Notification by the city to the state of denial or revocation of local license (B&P Code Sections 26055 and 26200 (c))
 - Creation of a database of local ordinances and amendments regarding commercial cannabis plus written identification of a contact person (otherwise assumed to be the City Clerk)
 - Coordination with the state: The state notifies the city of a license application; the city may notify state whether the entity has a local license if one is allowed or the entity may provide a copy of the license
 - If the city does not respond, the state will presume compliance and go ahead with the license (assuming other qualifications are met)
 - If the city responds late, it still may notify the state of non-compliance and the state may take disciplinary action or decide not to renew; the city can still enforce its local ordinance
9. Location of either commercial sale or cultivation cannot be within 600 feet of K-12, day care, youth center at the time the license is granted unless the city makes that distance larger or smaller.
10. A local jurisdiction may allow for the smoking, vaporizing, and ingesting of cannabis or cannabis products on the premises of a licensed retailer or microbusiness by those 21 or older when such consumption is not visible from a public place or other non-age restricted area and where that is allowed by the local jurisdiction.
11. The city attorney may enforce civil penalty provisions of state law regarding unlicensed operation of a commercial cannabis facility.
12. Until July 1, 2019, any city ordinance that requires discretionary review of permits for commercial cannabis activity is exempt from CEQA as long as each permit is subject to CEQA review.
13. State Fire Marshal regulations including building standards for fire and panic safety may be enforced by the state or by local jurisdictions.
14. Local non-profit licenses: The state is reviewing whether there should be state non-profit licenses to serve low-income users. While that is determined, if a local jurisdiction wishes to proceed with a non-profit

license, it may do so under certain conditions (See B&P Code Section 26070.5).

- 15.A local jurisdiction may require its own track and trace program, which could include medicinal cannabis, although not required under state law for medicinal cannabis.

Cannabis Cooperatives:

A cannabis cooperative association is 3 or more unlicensed people who pool resources with one or more license holders to cultivate no more than 4 acres and distribute the product. This portion of the Act creates a new form of non-profit corporation and specifies similar requirements for articles of incorporation, bylaws, and so forth. The name “cannabis cooperative” cannot be used except in compliance with these provisions (B& P Code Sections 26220 et seq.).

Quality Control, Inspection and Testing

- Distributors will store cannabis batches on their premises during testing; testing lab employees will obtain samples for testing and transport those samples to testing labs, and distributors will conduct a quality assurance review to ensure compliance with labeling and packing requirements, among other things.
- Allows testing by cannabis businesses themselves with state oversight; testing labs must be independent and separately licensed and with no other license.
- Chain of custody and standard operating procedures apply.
- Limited sale of untested products allowed.

Packaging

- Production, packaging and labeling, and regulations will be developed by the state Department of Public Health and will apply to all licensees.
- Packaging must be re-sealable, tamper evident, child resistant and include the unique identifier; cannot be attractive to children with the following warning:

GOVERNMENT WARNING: THIS PACKAGE CONTAINS CANNABIS/CANNABIS PRODUCT, A SCHEDULE 1 CONTROLLED SUBSTANCE. KEEP OUT OF REACH OF CHILDREN AND ANIMALS. CANNABIS MAY ONLY BE POSSESSED OR CONSUMED BY PERSONS 21 YEARS OF AGE OR OLDER UNLESS THE PERSON IS A QUALIFIED PATIENT. CANNABIS USE WHILE PREGNANT OR BREASTFEEDING MAY BE HARMFUL. CONSUMPTION OF CANNABIS IMPAIRS YOUR ABILITY TO DRIVE AND OPERATE MACHINERY. PLEASE USE EXTREME CAUTION.

- Packaging also must have source, date of cultivation, type and date of manufacturing or packaging, the list of active ingredients, appellation, nuts or other allergen, identifying and for medical cannabis: FOR MEDICAL USE ONLY.

Edibles

- Cannabis products are regulated by Food and Agriculture Department and Drug Administration but not treated as food.
- Edible cannabis may not be appealing to children or made to be confused with candy.
- Have lower concentrations of active ingredients and is homogenized.
- The state Department of Public Health controls sanitation standards similar to those for food preparation.
- Packaging must provide information as to effect of the cannabis product and be marked with the universal cannabis symbol.

Cultivation:

- The Food and Agriculture Department handles all cultivation licenses, including indoor and outdoor, mixed light, cottage and nursery and must adopt regulations.
- Cultivation must comply with all state and local laws, current building and fire regulations, grading, land conversion, water usage & quality, etc. (B&P 26066)
- Any cultivation license application must identify a water source and any proposed diversion of water.

- The Food and Agriculture Department also handles use of pesticide.
- The Food and Agriculture Department must develop an organics program and establish an appellation (to identify the county of cannabis origin).
- The Food and Agriculture Department must develop a track and trace program with a unique identifier for each plant to track its movement.
- Track and trace system information is exempt from Public Records Act disclosure but available to law enforcement.

Environmental Protections

- Administered by the state Department of Fish and Wildlife.
- A cultivation application has to identify water source and waste discharge.
- Promulgation of regulations for lake or streambed discharge and use of pesticides.
- Prohibition on alteration of water flow.

Advertising

- Restrictions on advertising (both web and billboard) require display of the current license number and universal cannabis symbol.

Excise Taxes and Fees

- 15% excise tax on all commercial products which is set by the average market price for a retail sale (changed from gross receipts); the purchaser remains liable for the tax until he/she has a receipt from the retailer which says it was paid.
- Distributors impose the cultivation tax at the time produce enters the commercial market and collected.
- Licensing authorities will charge fees.
- A county may impose a tax on cultivation separately when approved under Proposition 218.

Enforcement:

- Vehicle Code Section 23222 has been revised to provide that it is an infraction with a \$100 fine to possess an open cannabis or cannabis product container in a motor vehicle while driving (unless the container is in the trunk). The exception is for a qualified patient or person with an ID card, where the container is closed.
- Provisions legalizing medicinal possession and use, as well as personal recreational possession, cultivation and use remain in effect.
- The Act adds the state Impaired Driving Task Force.

ORDINANCE NO. 11 –06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO
AMENDING THE CITY CODE BY ADDING ARTICLE VII TO CHAPTER
13 ESTABLISHING REGULATIONS AND PROCEDURES FOR MEDICAL
CANNABIS DISPENSARIES

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

SECTION 1. Chapter 13 of the El Centro City Code is hereby amended by adding Article VII entitled “Medical Cannabis Dispensaries”, which reads as follows:

“ARTICLE VII. MEDICAL CANNABIS DISPENSARIES

Sec. 13-110. Findings.

The City Council adopts this Article based upon the following findings:

(a) The voters of the State of California approved Proposition 215 (codified as Health and Safety Code Section 11362.5), entitled ‘The Compassionate Use Act of 1996’ (Act).

(b) The intent of Proposition 215 was to enable persons residing in the State of California who are in need of cannabis for medical purposes to be able to obtain and use it without fear of criminal prosecution under limited, specified circumstances.

(c) The State enacted SB 420 in 2004, being Sections 11362.7 et seq., of the Health and Safety Code, being identified as the Medical Cannabis Program (Program), to clarify the scope of the Act and to allow cities and other governing bodies to adopt and enforce rules and regulations consistent with the Program.

(d) To protect the public health, safety, and welfare, it is the desire of the City Council to modify the City Code consistent with the Act and the Program, regarding the location and operation of medical cannabis dispensaries.

(e) It is the City Council’s intention that nothing in this Article shall be construed to do any of the following: (1) to allow persons to engage in conduct that endangers others or causes a public nuisance; (2) to allow the use of cannabis for non-medical purposes; or (3) to allow any activity relating to the cultivation, distribution, or consumption of cannabis that is otherwise illegal and not permitted by state law.

(f) Pursuant to Health and Safety Code Section 11362.71, the State Department of Health, acting by and through the state’s counties, is to be responsible for establishing and maintaining a voluntary medical cannabis identification card program for qualified patients and primary caregivers.

(g) Health and Safety Code Section 11362.71(b) requires every county health department, or its designee, to implement a procedure to accept and process applications from those seeking to join the identification program in the matters set forth in Health and Safety Code Section 11362.71 et seq.

(h) This Article is found to be categorically exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3) in that the Council finds and determines that there is nothing in this Article or its implementation that could foreseeably have any significant effect on the environment.

Sec. 13-111 Purpose and Intent.

It is the purpose and intent of this Article to regulate the locations and operations of medical cannabis dispensaries in order to promote the health, safety, and general welfare of residents and businesses within the City. It is neither the intent nor the effect of this Article to condone or legitimize the use or possession of cannabis except as allowed by California law.

Sec. 13-112. Definitions.

For the purpose of this Article, the following words and phrases shall have the following meanings:

‘Applicant’ means a person who is required to file an application for a permit under this Article, including an individual owner, managing partner, officer of a corporation, or any other operator, manager, employee, or agent of a Dispensary.

‘Drug Paraphernalia’ as defined in Health and Safety Code Section 11364.5, and as may be amended from time to time.

‘Director’ means the Director of Planning and Zoning of the City.

‘Identification Card’ as defined in Health and Safety Code Section 11362.7, and as may be amended from time to time.

‘Medical Cannabis Dispensing Collective or Dispensary’ means any association, cooperative, affiliation, or collective of persons where multiple qualified patients or primary caregivers are organized to provide education, referral, or network services, and facilitation or assistance in the lawful retail distribution of medical cannabis. ‘Dispensary’ shall include any facility or location where the primary purpose is to dispense medical cannabis (i.e., marijuana) as a medication that has been recommended by a physician, and where medical cannabis is made available to or distributed by or to a primary caregiver or a qualified patient in strict accordance with Health and Safety Code Section 11362.5 et seq. A Dispensary shall not include dispensing by primary caregivers to qualified patients in the following locations, so long as the location of the clinic, health care facility, hospice or residential care facility is otherwise permitted by the City Code or by applicable state laws:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code;
2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code;

3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code;

4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code;

5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code;

provided that any such clinic, health care facility, hospice or residential care facility complies with applicable laws, including, but not limited to, Health and Safety Code Section 11362.5.

‘Permittee’ means the person to whom either a Dispensary Permit is issued by the City or who is identified in Health and Safety Code Section 11362.7, subdivision (c) or (d), or (e), or (f).

‘Person’ means an individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company, or combination of the above in whatever form or character.

‘Person with an Identification Card’ as set forth in Health and Safety Code Section 11362.7, and as amended from time to time.

‘Physician’ means a licensed medical doctor, including a doctor of osteopathic medicine as defined in the California Business and Professions Code.

‘Primary Caregiver’ as defined in Health and Safety Code Section 11362.7, and as it may be amended from time to time.

‘Qualified Patient’ as defined in Health and Safety Code Section 11362.7, and as it may be amended from time to time.

‘School’ means an institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code. This definition includes an elementary school, middle or junior high school, senior high school, or any special institution of education for persons under the age of eighteen years, whether public or private.

Sec. 13-113. Dispensary Permit Required to Operate.

It is unlawful for any person to engage in, conduct or carry on, or to permit to be engaged in, conducted or carried on, in or upon any premises in the City, the operation of a Dispensary, unless the person first obtains and continues to maintain in full force and effect a Dispensary Permit issued by the Director pursuant to this Article or by the City Council on an appeal from a decision by the Director or by the Allotment Process. Any Dispensary Permit issued pursuant to this Article shall be valid for a period not to exceed three (3) years from the date of issuance and shall be subject to an annual review by the Director as provided in Section 13-125 of the City Code.

Sec. 13-114. Business License Tax Liability.

An operator of a Dispensary shall be required to apply for and obtain a Business License pursuant to Chapter 16 of the City Code as a prerequisite to obtaining a permit pursuant to the terms of this Article. Dispensary sales shall be subject to sales tax in a manner required by state law as required by the State Board of Equalization.

Sec. 13-115. Dispensary Permit Fees.

Every application for a Dispensary Permit or renewal shall be accompanied by an application fee, in an amount established by resolution of the City Council from time to time. This application or renewal fee shall not include the standard City fees for fingerprinting, photographing, and background check costs, and shall be in addition to any other business license fee or permit fee imposed by the City Code or other governmental agencies.

Sec. 13-116. Limitations on the Permitted Location of a Dispensary.

(a) **Permissible Zoning for Dispensaries.** A Dispensary may only be located within the Office Commercial (CO), General Commercial (CG), Tourist Commercial (CT), Neighborhood Commercial (CN), Heavy Commercial (CH), zoned areas of the City as so designated in Chapter 29 of the City Code and City Zoning map, provided, however, that Dispensaries may only be located on parcels situated as follows:

1. Any parcel fronting on Imperial Avenue between Ocotillo Drive and the intersection of Ross Avenue;
2. Any parcel fronting on North Imperial Avenue between Lincoln Avenue and the northern city limits;
3. Any parcel fronting on South Fourth Street between the Interstate 8 Freeway and the intersection of Ross Avenue;
4. Any parcel fronting on South Fourth Street between Heil Avenue and the intersection of Olive Avenue.

(b) **Storefront or Medical Office Locations.** A Dispensary shall be located in a visible storefront type location which provides good public views of the Dispensary entrance, its windows, and the entrance to the Dispensary premises from a public street or in a medical office complex setting.

(c) **Areas and Zones Where Dispensaries Not Permitted.** Notwithstanding subparagraph (a) above, a Dispensary shall not be allowed or permitted in the following locations or zones:

1. On a parcel located within six hundred (600) feet of a school; or
2. On a parcel located within five hundred (500) feet of a park; or
3. On a parcel located within five hundred (500) feet of a permitted Dispensary; or
4. In any zone as an accessory use to any use permitted in Chapter 29 of the City Code.

(d) **Locational Measurements.** The distance between a Dispensary and the above-listed uses shall be made in a straight line from any parcel line of the real property on which the Dispensary is located

to the parcel line of the real property on which the facility, building, or structure, or portion of the building or structure, in which the above-listed use occurs or is located.

Sec. 13-117. Number of Facilities.

No more than two (2) Medical Cannabis Dispensaries shall be maintained or operated in the City at any time. In the event more than two dispensaries are eligible for Dispensary Permits under this Article, the City Council shall review and evaluate all qualified applications and will approve issuance of Dispensary Permits to the most qualified as determined through the Allotment Process described in Section 13-119(g) below.

Sec. 13-118. Operating Requirements for Dispensaries.

Dispensary operations shall be permitted and maintained only in compliance with the following day-to-day operational standards:

(a) **Criminal History.** A Dispensary Permit applicant, his or her agent or employees, volunteer workers, or any person exercising managerial authority over a Dispensary on behalf of the applicant shall not have been convicted of a felony, or be on probation or parole or have criminal charges pending for the sale or distribution of a controlled substance.

(b) **Minors.** It is unlawful for any Dispensary permittee, operator, or other person in charge of any Dispensary to employ any person who is not at least 18 years of age. Persons under the age of 18 shall not be allowed on the premises of a Dispensary unless they are a qualified patient or a primary caregiver, and they are in the presence of their parent or guardian. The entrance to a Dispensary shall be clearly and legibly posted with a notice indicating that persons under the age of eighteen (18) are precluded from entering the premises unless they are a qualified patient or a primary caregiver, and they are in the presence of their parent or guardian.

(c) **Dispensary Size and Access.** The following Dispensary and access restrictions shall apply to all Dispensaries permitted by this Article:

1. A Dispensary shall not be enlarged in size (i.e., increased floor area) without a prior approval from the Director amending the existing Dispensary Permit pursuant to the requirements of this Article.

2. The entrance area of the Dispensary building shall be strictly controlled. A viewer or video camera shall be installed in the door that allows maximum angle of view of the exterior entrance.

3. Dispensary personnel shall be responsible for monitoring the real property of the Dispensary site activity (including the adjacent public sidewalk and rights-of-way) for the purposes of controlling loitering.

4. Only Dispensary staff, primary caregivers, qualified patients, and persons with bona fide purposes for visiting the site shall be permitted within a Dispensary.

5. Potential patients or caregivers shall not visit a Dispensary without first having obtained a valid written recommendation from their physician recommending use of medical cannabis or a County issued Identification Card.

6. Only a primary caregiver and qualified patient shall be permitted in the designated dispensing area along with Dispensary personnel.

7. Restrooms shall remain locked and under the control of Dispensary personnel at all times.

(d) Dispensing Operations. The following restrictions shall apply to all dispensing operations by a Dispensary:

1. A Dispensary shall only dispense to qualified patients or primary caregivers with a current valid physician's approval or recommendation in compliance with the criteria in Health and Safety Code Section 11362.5 et seq. Dispensaries shall require such persons to provide valid official identification, such as a Department of Motor Vehicles driver's license or State Identification Card, to show that they are residents of California.

2. Prior to dispensing medical cannabis, the Dispensary shall obtain a verification from the recommending physician's office personnel that the individual requesting medical cannabis is or remains a qualified patient pursuant to Health and Safety Code Section 11362.5.

3. A Dispensary shall not have a physician on-site to evaluate patients and provide a recommendation or prescription for the use of medical cannabis.

4. The hours of operation shall be limited to no more than 7:00 a.m. to 7:00 p.m., Monday through Friday, and shall be limited to no more than 8:00 a.m. to 5:00 p.m. Saturday and Sunday.

5. A Dispensary may possess no more dried cannabis or plants per qualified member patient or caregiver than permitted in strict accordance with state law. The area within the Dispensary used for cultivation of cannabis shall be limited to no more than three thousand (3000) square feet of ADA-compliant floor area.

6. A Dispensary that provides cannabis in the form of food or other edibles shall obtain and maintain any applicable license(s) or permit(s) from the health department for providing food or other edibles.

7. A Dispensary may receive compensation for actual expenses, including reasonable compensation incurred for services provided, or for payment for out-of-pocket expenses incurred in providing those services. However, any such Dispensary must pay applicable sales tax on such services and obtain and maintain the applicable seller's or similar permit from the Franchise Tax Board or other regulatory agency.

8. The permittee shall assume all legal liabilities and responsibilities pursuant to operation of the Dispensary.

9. Permittee shall not sell medical cannabis for profit.

10. Each Dispensary shall allow the Director or his/her designee, to have access to the Dispensary's books, records, accounts, and any and all data relevant to its permitted activities for the purpose of conducting an audit or examination to determine compliance with this City Code and applicable law. Books, records, accounts, and any and all relevant data will be produced no later than forty-eight (48) hours after receipt of the written request(s) of the Director. Confidential health care records of patients may be disclosed only when identifying information has been redacted from said records.

11. Each and every package or unit of medical cannabis, or medical cannabis product distributed shall have a label or labels that state the following:

- A. The name of the patient;
- B. The name and contact information of the distributor;
- C. An identification and tracking number for the specific package or unit of medical cannabis, or medical cannabis product;
- D. The species or strain of the medical cannabis;
- E. Identification of the strength and dosage of the major active agents in the medical cannabis, for example, cannabinoids THC, CBD, and CBN;
- F. A statement that the medical cannabis or medical cannabis product has been tested for safety and quality assurance, including, but not limited to testing for bacteria, mold, pesticides and other contaminants, and that the testing results, and chain of custody information is available by contacting the distributor.

12. A Dispensary shall be properly ventilated to filter the odor from cannabis so that the odor cannot be detected by a person with a normal sense of smell at the exterior of the Dispensary or at any other adjoining use or property.

(e) Consumption Restrictions. The following medical cannabis consumption restrictions shall apply to all permitted Dispensaries:

1. Cannabis shall not be smoked, ingested or otherwise consumed by patients on the premises of the Dispensary.

The term "premises" includes the actual building, as well as any accessory structures, parking lot or parking areas, or other surroundings within two hundred (200) feet of the Dispensary's entrance. Dispensary employees who are qualified patients may consume cannabis within the enclosed building area of the premises, provided such consumption occurs only via oral consumption (i.e., eating only) but not by means of smoking or vaporization.

2. Dispensary operations shall not result in illegal re-distribution of medical cannabis obtained from the Dispensary, or use or distribution in any manner which violates state law.

(f) **Retail Sales of Other Items by a Dispensary.** The retail sales of Dispensary-related or cannabis use items may be allowed under the following circumstances:

1. With the approval of the Director, a Dispensary may conduct or engage in the commercial sale of specific products, goods, or services in addition to the provision of medical cannabis on terms and conditions consistent with this Article and applicable law.

2. A Dispensary may sell or display drug paraphernalia or any implement that may be used to administer medical cannabis.

3. A Dispensary shall meet all the operating criteria for the dispensing of medical cannabis as is required pursuant to Health and Safety Code Section 11362.5 et seq.

(g) **Operating Plans.** In connection with a permit application under this Article, the applicant shall provide, as part of the permit application, a detailed Operations Plan and, upon issuance of the Dispensary Permit, shall operate the Dispensary in accordance with the Operations Plan, as such plan is approved by the Director.

1. **Floor Plan.** A Dispensary shall have a lobby waiting area at the entrance to the Dispensary to receive clients, and a separate and secure designated area for dispensing medical cannabis to qualified patients or designated caregivers. The primary entrance shall be located and maintained clear of barriers, landscaping and similar obstructions so that it is clearly visible from public streets, sidewalks or site driveways.

2. **Storage.** A Dispensary shall have suitable locked storage on premises, identified and approved as a part of the security plan, for after-hours storage of medical cannabis.

3. **Security Plans.** A Dispensary shall provide adequate security on the premises, in accordance with a security plan approved by the Chief of Police and as reviewed by the Director, including provisions for adequate lighting and alarms, in order to ensure the safety of persons and to protect the premises from theft.

4. **Security Cameras.** Security surveillance cameras shall be installed to monitor the main entrance and exterior of the premises to discourage and to report loitering, crime, illegal or nuisance activities. Security video shall be maintained for a period of not less than 72 hours.

5. **Alarm System.** Professionally monitored robbery alarm and burglary alarm systems shall be installed and maintained in good working condition within the Dispensary at all times.

6. **Emergency Contact.** A Dispensary shall provide the Chief of Police and Director with the name, cell phone number, and facsimile number of an on-site community relations staff person to whom the City may provide notice of any operating problems associated with the Dispensary.

(h) **Dispensary Signage and Notices.**

1. A notice shall be clearly and legibly posted in the Dispensary indicating that smoking, ingesting or consuming cannabis on the premises or in the vicinity of the Dispensary is prohibited.

2. Signs on the premises shall not obstruct the entrance or windows.

3. Address identification shall comply with Fire Department illuminated address sign requirements.

4. Except as otherwise provided herein, business identification signage shall comply with the City's Sign Ordinance (Chapter 22.1 of the City Code) and be limited to that needed for identification only, consisting of a single window sign or wall sign.

(i) Employee Records. Each owner or operator of a Dispensary shall maintain a current register of the names of all volunteers and employees currently working at or employed by the Dispensary, and shall disclose such registration for inspection by any City officer or official, but only for the purposes of determining compliance with the requirement of this Article.

(j) Patient Records. A Dispensary shall maintain confidential health care records of all patients and primary caregivers using only the identification card number issued by the county, or its agent, pursuant to Health and Safety Code Section 11362.71 et seq., as a protection of the confidentiality of the cardholders, or a copy of the written recommendation from a physician or doctor of osteopathy stating the need for medical cannabis under Health and Safety Code Section 11362.5.

(k) Staff Training. Dispensary staff shall receive appropriate training for their intended duties to ensure understanding of rules and procedures regarding dispensing in compliance with state and local law, and properly trained or professionally-hired security personnel.

(l) Site Management.

1. The operator of the Dispensary shall take all reasonable steps to discourage and correct objectionable conditions that constitute a nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours, if directly related to the patrons of the subject Dispensary.

2. The operator of the Dispensary shall take all reasonable steps to reduce loitering in public areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours.

3. The operator of the Dispensary shall provide patients with a list of the rules and regulations governing medical cannabis use and consumption within the City and recommendations on sensible cannabis etiquette.

(m) Trash, Litter, Graffiti.

1. The operator of the Dispensary shall clear the sidewalks adjoining the premises plus ten (10) feet beyond property lines along the street, as well as any parking lots under the control of the operator, as needed to control litter, debris and trash.

2. The operator of the Dispensary shall remove all graffiti from the premises and parking lots under the control of the operator within seventy-two (72) hours of its application.

(n) Compliance with Other Requirements. The Dispensary operator shall comply with all provisions of all local or state laws, regulations or orders, as well as any condition imposed on any permits issued pursuant to applicable laws, regulations or orders.

(o) Display of Permit. Every Dispensary shall display at all times during business hours the permit issued pursuant to the provisions of this Article for such Dispensary in a conspicuous place so that the same may be readily seen by all persons entering the Dispensary.

(p) Alcoholic Beverages. No Dispensary shall hold or maintain a license from the State Division of Alcoholic Beverage Control for the sale of alcoholic beverages, or operate a business on the premises that sells alcoholic beverages. No alcoholic beverages shall be allowed or consumed on the premises.

(q) Parking Requirements. Dispensaries shall be considered office uses relative to the parking requirements imposed by Division 5, Article III of Chapter 29 of the City Code.

(r) Delivery Services.

1. A medical cannabis delivery or transportation service that is associated with a permitted Dispensary located within city limits and for which delivery originates from the Dispensary shall only be allowed when the delivery service is described and included in the Dispensary Permit for the Dispensary.

2. Delivery or transportation services for medical cannabis originating from outside city limits and delivering medical cannabis within city limits shall only be allowed upon proof that the medical cannabis being transported or delivered is from a lawful medical cannabis Dispensary in another jurisdiction and the granting of a Business License pursuant to Section 16-56 of the City Code.

3. Delivery or transportation services for medical cannabis originating from within city limits but not from a permitted Dispensary are prohibited.

4. No part of this sub-section shall be deemed to conflict with federal law as contained in the Controlled Substances Act, 21 U.S.C. Section 800 et seq. nor to otherwise permit any activity that is prohibited under that Act or any other local, state or federal law, statute, rule or regulation.

(s) Annual Report. See Section 13-125 of the City Code.

Sec. 13-119. Dispensary Permit Application – Preparation and Filing.

(a) Application Filing. A complete Dispensary Permit application submittal packet shall be submitted, including all necessary fees and all other information and materials required by the City and this Article. All applications for permits shall be filed with the Director, using forms provided by the City, and accompanied by the applicable filing fee. It is the responsibility of the applicant to provide

information required for approval of the permit. The application shall be made under penalty of perjury.

(b) **Eligibility for Filing.** Applications may only be filed by the owner of the subject property, or by a person with either a lease or a letter of intent to lease signed by the owner, or by a duly authorized agent of the owner allowing them the right to occupy the property for the intended use.

(c) **Filing Date.** The filing date of any application shall be the date when the City receives the last submission of information or materials required in compliance with the submittal requirements specified herein.

(d) **Effect of Incomplete Filing.** Upon notification that an application submittal is incomplete, the applicant shall be granted an extension of time to submit all materials required to complete the application within thirty (30) days. If the application remains incomplete in excess of thirty (30) days, the application shall be deemed withdrawn and new application submittal shall be required in order to proceed with the subject request. The time period for granting or denying a permit shall be stayed during the period in which the applicant is granted an extension of time.

(e) **Effect of Other Permits or Licenses.** The fact that an applicant possesses other types of state or City permits or licenses does not exempt the applicant from the requirement of obtaining a Dispensary Permit.

(f) **Initial Application Period.** The Director will request proposals and accept applications for Dispensary Permits during a ninety (90) day period commencing on the effective date of this Article. Such ninety (90) day time period plus an addition thirty (30) days to complete the reviews and the preparation of the reports called for in this sub-section shall be considered the "Application Period." In the event there are no more than two qualified applications submitted during the Application Period and determined to be conditionally qualified by the Director, the Director shall report to the City Council that the Director will approve the issuance of a Dispensary Permit to the applicants, subject to full compliance with the provisions of this Article and any conditions of approval.

(g) **Allotment Process.** In the event three (3) or more applications have been determined to be qualified by the Director during the Application Period, the Director shall submit the qualified applications and the Director's report on each application to the City Council for review and consideration. The qualified applications shall be considered concurrently by the City Council at a public hearing noticed and conducted pursuant to the provisions of Section 29-285 of the City Code. The City Council shall consider the qualified applications after evaluating the applications on their respective merits and the City Council may conditionally approve each qualified application or deny one or more of such applications if the Council makes one or more of the findings listed in Section 13-120. The City Council shall rank all qualified applications in order of those that best satisfy the requirements of the Article and provide the highest level of service and opportunities for residents of the City. The two highest ranked qualified applications shall be granted Dispensary Permits pursuant to this sub-section.

(h) **New Application Period.** In the event a Dispensary that receives a Dispensary Permit under this Article ceases to operate for any reason or after the expiration of a Dispensary Permit, the Director shall reopen the application and allotment process and provide an opportunity for new

applications to be submitted. The time periods and process provided in sub-sections (f) and (g) of this section shall be applied to the review and consideration of applications and the allotment of all subsequent Dispensary Permits.

(i) **Site Plan Review.** In addition to the dispensary application requirements of this Article, an application for Site Plan Review for the proposed dispensary site, as required by Division 4 of Article V of Chapter 29 of the City Code, shall be submitted and approved concurrently with the application for a Dispensary Permit and with the issuance of the Dispensary Permit, respectively.

Sec. 13-120. Criteria for Review of Dispensary Applications by Director.

(a) **Decision on Application.** Upon an application for Dispensary Permit being deemed complete, the Director or the City Council on appeal of a decision of the Director or by the Allotment Process, shall either issue a Dispensary Permit, issue a Dispensary Permit with conditions in accordance with this Article or deny a Dispensary Permit.

(b) **Criteria for Issuance.** The Director or the City Council on appeal or by the Allotment Process, shall consider the following criteria in determining whether to grant or deny a Dispensary Permit:

1. That the Dispensary Permit is consistent with the intent of the Health and Safety Code for providing medical cannabis to qualified patients and primary caregivers, and the provisions of this Article and the City Code, including the application submittal and operating requirements herein.

2. That all required application fees have been paid and reporting requirements have been satisfied in a timely manner.

3. That issuance of a Dispensary Permit for the size requested is justified to meet the needs of the community.

4. That issuance of the Dispensary Permit would serve the needs of City residents within a proximity to this location.

5. That the location is not prohibited by the provisions of this Article or any local or state law, statute, rule or regulation, and no significant nuisance issues or problems are anticipated or resulted, and that compliance with other applicable requirements of the City's Zoning Ordinance will be accomplished.

6. That the site plan, floor plan, and security plan have incorporated features necessary to assist in reducing potential crime-related problems and as specified in the operating requirements section. These features may include, but are not limited to, security on-site; procedure for allowing entry; openness to surveillance and control of the premises, the perimeter, and surrounding properties; reduction of opportunities for congregating and obstructing public ways and neighboring property; illumination of exterior areas; and limiting furnishings and features that encourage loitering and nuisance behavior.

7. That all reasonable measures have been incorporated into the security plan or consistently taken to successfully control the establishment's patrons' conduct resulting in disturbances, vandalism, crowd control inside or outside the premises, traffic control problems, cannabis use in public, or creation of a public or private nuisance, or interference with the operation of another business.

8. That the Dispensary would not adversely affect the health, peace or safety of persons living or working in the surrounding area, overly burden a specific neighborhood, or contribute to a public nuisance; or that the Dispensary will generally not result in repeated nuisance activities, including disturbances of the peace, illegal drug activity, cannabis use in public, harassment of passersby, excessive littering, excessive loitering, illegal parking, excessive loud noises, especially late at night or early in the morning hours, lewd conduct, or police detentions or arrests.

9. That any provision of the City Code or condition imposed by a City-issued permit, or any provision of any other local or state law, regulation, or order, or any condition imposed by permits issued in compliance with those laws, will not be violated.

10. That the applicant has not knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application for a permit.

11. That the applicant has not engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices with respect to the operation of another business within the City.

12. That the applicant has submitted a plan for ventilation of the Dispensary that describes the ventilation systems that will be used to prevent any odor of medical cannabis off the premises of the Dispensary. For Dispensaries that grow medical cannabis plants, such plan shall also include all ventilation systems used to control the environment for the plants and describe how such systems operate with the systems preventing any odor leaving the premises.

Sec. 13-121. Appeal from Director's Determination.

(a) Appeal to the City Council. An applicant or any interested party who disagrees with the Director's decision to issue, issue with conditions, or to deny a Dispensary Permit may appeal such decision to the City Council by filing an appeal pursuant to the requirements of sub-section (f) of Section 29-353 of the City Code.

(b) Notice of City Council Appeal Hearing. Upon the filing of an appeal pursuant to subparagraph (a) above, the City Clerk shall provide public notice in accordance with the notice provisions of Division 2, Article V of Chapter 29 of the City Code.

(c) Decision Final. A decision by the City Council on appeal of the Director's determination pursuant to this Article shall be final and effective when made.

Sec. 13-122. Suspension and Revocation by Director.

(a) Authority to Suspend or Revoke a Dispensary Permit. Any Dispensary Permit issued under the terms of this Article may be suspended or revoked by the Director when it shall appear to the Director that the permittee has violated any of the requirements of the Dispensary Permit or this

Article, or the Dispensary is operated in a manner that violates the provisions of this Article including the operational requirements of this Article, or in a manner which conflicts with state law.

(b) **Suspension or Revocation – Written Notice.** Except as otherwise provided in this Article, no permit shall be revoked or suspended by virtue of this Article until written notice of the intent to consider revocation or suspension of the permit has been served upon the person to whom the permit was granted at least ten (10) days prior to the date set for such review hearing, and the reasons for the proposed suspension or revocation have been provided to the permittee in writing. Such notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending such permit. Notice may be given either by personal delivery to the permittee, or by depositing such notice in the U.S. mail in a sealed envelope, postage prepaid (via regular mail and return receipt requested), addressed to the person to be notified at his or her address as it appears in his or her application for a Dispensary Permit.

(c) **Appeal of Decision.** A decision by the Director to suspend or revoke a permit issued pursuant to this Section may be appealed to the City Council as provided in Section 13-121.

Sec. 13-123. Transfer of Dispensary Permits.

(a) **Permit – Site Specific.** A permittee shall not operate a Dispensary under the authority of a Dispensary Permit at any place other than the address of the Dispensary stated in the application for the permit. All Dispensary Permits issued by the City pursuant to this Article shall be non-transferable.

(b) **Transfer of a Permitted Dispensary.** A permittee shall not transfer ownership or control of a Dispensary or attempt to transfer a Dispensary Permit to another person unless and until the transferee obtains an amendment to the permit from the Director pursuant to the permitting requirements of this Article, stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the Planning and Zoning Department in accordance with all provisions of this Article accompanied by the required application fee.

(c) **Request for Transfer with a Revocation or Suspension Pending.** No Dispensary Permit may be transferred (and no permission for a transfer may be issued) when the Planning and Zoning Department has notified the permittee in writing that the permit has been or may be suspended or revoked, and a notice of such suspension or revocation has been provided.

(d) **Transfer Without Permission.** Any attempt to transfer a permit either directly or indirectly in violation of this Section is declared void, and the permit shall be deemed revoked.

Sec. 13-124. Registration of Employees.

(a) As a condition of approval of every Dispensary Permit or renewal issued pursuant to this Article, the owner or operator of a Dispensary shall register every employee with the Police Department within five (5) business days of the commencement of employment at the Dispensary.

(b) Each employee of a Dispensary shall be required to provide two (2) recent color passport-quality photographs and, at the discretion of the Police Chief, shall allow himself or herself to be fingerprinted and/or photographed by the Police Department or as otherwise directed by the Police

Department, for purposes of identification. In addition, each employee shall provide the following information on a form provided by the Police Department:

1. Name, current resident address, and telephone number.
2. Date of birth.
3. Sex, height, weight, color of eyes, and hair color.

(c) The information provided for purposes of this Section shall be maintained by the Police Department as confidential information, and shall not be disclosed as public records unless pursuant to subpoena issued by a court of competent jurisdiction.

(d) Each owner or operator of a Dispensary shall maintain a current register of the names of all employees currently employed by the Dispensary, and shall disclose such registration for inspection by any City Police Officer for purposes of determining compliance with the requirements of this Section.

(e) Failure to register each employee of a Dispensary within five (5) days of the commencement of employment, or to maintain a current register of the names of all employees, shall be deemed a violation of the conditions of the Dispensary Permit and may be considered grounds for suspension or revocation of the Dispensary Permit.

Sec. 13-125. Annual Reports.

(a) Report Requirements; Contents. Each Dispensary operating in the City shall, on an annual basis, submit a report to the Director. Reports shall be on a calendar year basis and shall be submitted upon filing of the California corporation franchise or income tax return following the end of the calendar year. The report shall document the Dispensary's compliance with the requirements of the Act (Health and Safety Code Section 11362.5), the Program (Health and Safety Code Section 11362.7 et seq.), California Attorney General Guidelines promulgated pursuant to Health and Safety Code Section 11362.81(d), and this Article, as those statutes, guidelines and ordinances currently read or may hereafter be amended.

In addition to verifying legal compliance, the annual reports shall be used by the City to periodically assess the adequacy and level of medical cannabis service available in the City for qualified patients who live in the City.

At a minimum, the annual report shall provide the following information for the year to which the report pertains:

1. Service/Product Statistics.

A. The number of medical cannabis product sales transacted by the Dispensary during the year sorted by postal zip code, allowing for consolidation of zip codes outside Imperial County.

B. The number of medical cannabis product sales transaction in which the price of the product was discounted to account for the qualified patient's inability to pay the regular sales price sorted by postal zip code.

C. The number of medical cannabis product sale transactions that were conducted on a noncash or noncredit/debit card basis and an explanation of the consideration provided by the qualified patient or primary caregiver in lieu of cash or credit/debit card.

D. A listing of the medical cannabis products sold by the Dispensary during the year.

E. The number of cannabis plants and clones cultivated by the Dispensary during the year, if any.

F. A listing of the other (noncannabis product) income-producing products and services offered by the Dispensary during the year.

2. Copies of the following State of California documents:

A. Articles of incorporation with seal from the Secretary of State's office.

B. Secretary of State Form SI 100 (Statement of Information) signed by the appropriate officer.

C. Seller's permit.

D. The Dispensary's California corporation franchise or income tax return (Form 100) signed by the appropriate officer.

3. Copies of the following organization governance documents:

A. Bylaws of the nonprofit entity operating the Dispensary specifying the following: its nonprofit operation; criteria and procedures for election of board members and officers; terms of office for members and officers providing for a board of directors comprised of at least five (5) board members; procedures for changes to bylaws; provisions for an annual membership meeting, and communication and participation by members; and provisions requiring a majority of the board of directors to consist of individuals who are not compensated by the Dispensary and who are not family members of compensated board members.

B. A list of current board members including each board member's name and address, date of election, length of term, and term limit, if any.

C. Mission statement adopted by the board of directors, if any.

4. A description of how the Dispensary provides members with access to information concerning its operations, and explaining the opportunities for membership's evaluation and feedback on Dispensary policies and operations through a variety of means including, at a minimum, an annual report to members and an annual meeting publicized in a timely fashion to which all members are invited. The annual report to members shall notify membership of the Dispensary's annual meeting and shall report pertinent service statistics, financial information and educational activities. At the

annual meeting, members shall be given the opportunity to discuss the full range of the Dispensary's services and practices.

5. A description of how the Dispensary's revenues are used for the general welfare of members and explaining how and why those revenues are allocated to the Dispensary's general operations budget, capital improvements budget, or reserve accounts; or alternatively explaining how these revenues are to be equitably distributed to the Dispensary's members in the form of cash, property, credit or services.

6. A description explaining how the Dispensary ensures that it obtains its medical cannabis and cannabis products exclusively from Dispensary members.

(b) **Verification of Information.** Upon receipt of an annual report called for by this Section, the Director shall have the authority to require the Dispensary submitting the report to produce any documentation in the Dispensary's possession upon which the Dispensary bases any of the information set forth in the report. Upon review of the documentation and verification of the information in the report for which the documentation was submitted, the Director shall return all such documentation to the Dispensary and shall not maintain copies of any such documents in City files. The Director, at his/her sole discretion, may require the Dispensary to produce an audited financial statement if he/she determines that the accuracy of the financial information in the annual report requires additional verification.

(c) **Penalty of Perjury.** All annual reports submitted pursuant to this Section shall be signed by an officer, director or owner of the Dispensary for which the report was submitted under penalty of perjury verifying that the information set forth in the report is true, correct and complete.

(d) **Report to City Council.** No later than forty-five (45) days following the verification of the information in the annual report for each Dispensary, the Director shall provide to the City Council a summary of the information provided in sub-section (a)1, 4 ,5, and 6 of this Section.

Sec. 13-126. Separate Offense for Each Day.

Any person that violates any provision of this Article shall be guilty of a separate offense for each and every day, during any portion of which, any such person commits, continues, permits or causes a violation thereof, and shall be penalized accordingly.

Sec. 13-127. Public Nuisance.

Any use or condition caused, or permitted to exist, in violation of any provision of this Article shall be, and hereby is, declared a public nuisance and may be summarily abated by the City pursuant to Section 731 of the California Code of Civil Procedure.

Sec. 13-128. Criminal Penalties.

Any person who violates, causes or permits another person to violate any provision of this Article commits a misdemeanor, and upon conviction thereof, shall be punished as provided in the City Code unless said violation is charged as or reduced to an infraction by the City Attorney pursuant to Section 1-12 of the City Code.

Sec. 13-129. Civil Injunction.

The violation of any provision of this Article shall be, and hereby is, declared to be contrary to the public interest and shall, at the discretion of City, create a cause of action for injunctive relief.

Sec. 13-130. Administrative Remedies.

In addition to the civil remedies and criminal penalties set forth above, any person that violates the provisions of this Article may be subject to administrative remedies as set forth in the City Code.

Sec. 13-131. Severability.

The provisions of this Article are hereby declared to be severable. If any provision, clause, word, sentence or paragraph of this Article, or the application thereof, to any person, establishment or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Article.”

SECTION 2. No use, business, or activity of any kind which distributed marijuana or medical cannabis prior to the enactment of this Ordinance shall be deemed to have been a legally established use under the provisions of the City Code and such use shall not be entitled to claim legal nonconforming status.

SECTION 3. If any section or provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, then the provisions of Section 1 of this Ordinance shall be deemed invalid and unenforceable and the dispensing of cannabis for any reason in any zone shall be deemed a prohibited use under the City’s Zoning Code notwithstanding any provision therein to the contrary. The City Council hereby declares that it would not have adopted this Ordinance if any of the sections or provisions thereof may be declared invalid or unconstitutional or contravened via legislation.

SECTION 4. By regulating Medical Cannabis Collectives or Dispensaries, the City Council is only assuming an undertaking to preserve the general welfare through the provision of a method of implementing the Compassionate Use Act. The City Council is not assuming, nor is it imposing on its officers and employees, an obligation for which a breach thereof would expose the City to a liability in money damages to any person who claims that such breach proximately caused injury. To the fullest extent permitted by law, the City shall assume no liability whatsoever, and expressly does not waive sovereign immunity, with respect to any provision of this Ordinance or for the activities of any Medical Cannabis Dispensary or Collective. To the fullest extent permitted by law, any actions taken by a public officer or employee under the provisions of this Ordinance shall not become a personal liability of any public officer or employee of the City. Nothing in this Ordinance shall be deemed or considered in any respect to constitute authorization to violate any state or federal law.

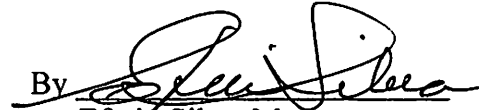
SECTION 5. The City Council hereby designates the Office of the City Attorney to prepare a summary of this Ordinance and said summary shall be published and a certified copy of the full text of this Ordinance shall be posted in the Office of the City Clerk at least five (5) days prior to the City Council meeting at which this Ordinance is to be adopted.

SECTION 6. This Ordinance shall take effect thirty (30) days from and after its adoption. Within fifteen (15) days after adoption, a summary of this Ordinance shall be published once in a newspaper, published and circulated within the City of El Centro, California, and there shall be posted in the Office of the City Clerk a certified copy of the full text of this Ordinance.

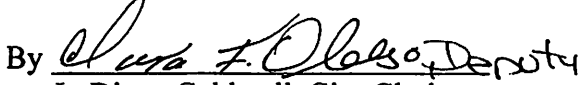
INTRODUCED at a regular meeting of the City Council of the City of El Centro, California, held on the 7th day of June, 2011.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the 21st day of June, 2011.

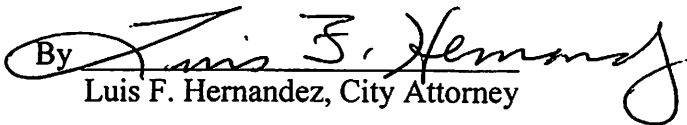
CITY OF EL CENTRO

By 
Efraim Silva, Mayor

ATTEST:

By 
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

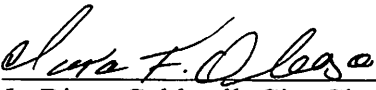
By 
Luis F. Hernandez, City Attorney

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. 11 - 06 had its first reading on June 7, 2011, and had its second reading on June 21, 2011 and was passed by the following vote:

AYES: Edney, Viegas-Walker, Silva, Sanders, Solomon
NOES: None
ABSENT: None
ABSTAINED: None

AYES: Edney, Viegas-Walker, Silva, Sanders
NOES: None
ABSENT: Solomon
ABSTAINED: None

By , Deputy
L. Diane Caldwell, City Clerk

Attachment: Ordinance 11-06 - Establishing Regulations (2393 : Commercial Medicinal Cannabis)



**SCHEDULED
INFORMATION ITEM (ID # 2382)**

Department Head: Diane Caldwell
DOC ID: 2382

Notification of rejection of claim of Matias Arellano by Carl Warren & Co., Claims Administrator.

CITY MANAGER'S RECOMMENDATION:

Notification of rejection of claim of Matias Arellano by Carl Warren & Co., Claims Administrator.

ATTACHMENTS:

- Rejection of Claim Cover Page (PDF)

City of El Centro
Meeting of the City Council
July 18, 2017

REJECTION OF CLAIM – MATIAS ARELLANO

Claim for Damages against a Governmental Entity
(2 Pages)

The above attachment has been included with the agenda packets distributed to members of the Governing Board. It has not been included with other agenda packets. A copy of this document is available for review at Office of the City Clerk.



**SCHEDULED
INFORMATION ITEM (ID # 2294)**

Department Head: Diane Caldwell
DOC ID: 2294

**Received and filed January-June 2017 Attendance Records
for Boards and Commissions (ECRMC Board of Trustees,
Library & CS Board, I.V. Housing Authority, Personnel
Appeals Board, Planning Commission)**

CITY MANAGER'S RECOMMENDATION:

ATTACHMENTS:

- ECRMC Board ATTENDANCE RECORD BOARD - 2017 - Quarterly (Jan Feb Mar) (PDF)
- ECRMC Board ATTENDANCE RECORD BOARD - 2017 - Quarterly (April May June) (PDF)
- Library C.S. Board Attendance Record 2017 (PDF)
- Housing Authority-Attendance Analysis for the City of El Centro (PDF)
- P.C. Meeting Attendance 2017 (PDF)
- Personnel Appeal Board - Attendance (PDF)



EL CENTRO REGIONAL MEDICAL CENTER
BOARD OF TRUSTEES
QUARTERLY ATTENDANCE RECORD (Jan., Feb., March) – 2017

MEETING DATE	ALVARADO	BROOKE	MAYSENT	PICAZO	SILVA	TOMASZEWSKI	WALKER	DR. MOUKARZEL
1-24-2017 Regular	X	X	X	X	X	X	ABSENT	X
2-8-2017 Special	X	ABSENT	X (Via Phone)	X	X	ABSENT	X	X
2-28-2017 Regular	X	X	X	X	X	X	X	X
3-28-2017 Regular	X	X	X	X	ABSENT	X	ABSENT	X



EL CENTRO REGIONAL MEDICAL CENTER
BOARD OF TRUSTEES
QUARTERLY ATTENDANCE RECORD (April, May, June) – 2017

MEETING DATE	ALVARADO	BROOKE	MAYSENT	PICAZO	SILVA	TOMASZEWSKI	WALKER	DR. MOUKARZEL
4-25-2017 Regular	X	X	X	ABSENT	X	ABSENT	X	X
5-23-2017 Regular	X	X	ABSENT	ABSENT	X	X	X	X
6-27-2017 Regular	X	X	X	X	X	X	X	X

**Library and Community Service Board
Attendance Record 2017**

Meetings held January - June 2017	Jan	Feb	Mar	Apr	May	June
Adrian Perez (V)	X	X	X	X	X	X
David Tyler (V)	X	X	X	X	X	X
Les Smith (V)	X	X	X	X	X	X
Orlando Johnson (V)	X	X	X	X	X	X
Richard Lopez (V)	X	X	X	X	X	X
Betty Tucker (NV)	X	X	Absent	X	X	X
Monica Lepe-Negrete (NV)	X	Absent	X	Absent	X	X

(V) - Voting Member

(NV) - Non-Voting Member

**Imperial Valley Housing Authority Board of Commissioners
Attendance Analysis
Board Members appointed by the City of El Centro**

Month / Year	Michael Minnix	Mary Camacho
Jun-16	Present	Present
Aug-16	Present	Present
Sep-16	Present	Present
Oct-16	Absent	replaced by Council
Dec-16	Present	replaced by Council
Jan-17	Present	Absent
Feb-17	Present	Present
Mar-17	Present	Present
May-17	Absent	Present
Jun-17	Present	Present

Planning Commission Attendance

PC Meeting Date	1/10/17	2/15/17	3/14/17	4/11/17	5/9/17	6/13/17	7/12/17	8/8/17	9/12/17	10/10/17	11/14/17	12/12/17
							NO MEETING					
Darian Dax Chell												
Jack Dunnam	✓	✓	✓	✓	✓	✓						
Richard Inman	✓	✓		✓	✓							
Evelia Jimenez	✓	✓	✓	✓	✓	✓						
Cheyenne Gaddis	✓	✓	✓	✓	✓							
Sergio Lopez	✓	✓	✓	✓		✓						
David Dale	✓	✓	✓	✓	✓							
Aaron Popejoy			✓	✓	✓	✓						

✓ = Present

**Personnel Appeal Board
Attendance Record**

Meetings held January - June 2017	Meeting 1	Meeting 2	Meeting 3
Peter Martinez	X	X	X
Tim Blankenship	X	X	X
Sierra Jaime	X	X	Absent
Sylvia Lemus	X	X	Absent
Michael Minnix	X	Absent	Absent



**SCHEDULED
INFORMATION ITEM (ID # 2386)**

Department Head: Diane Caldwell

DOC ID: 2386

**Received and referred to Community Development
Department/Planning Department, Application for Alcoholic
Beverage License - Deli Haus 775 E. Danenburg Dr., Ste. 104
El Centro, CA 92243-8509**

CITY MANAGER'S RECOMMENDATION:

Received and referred to Community Development Department/Planning Department,
Application for Alcoholic Beverage License - Deli Haus 775 E. Danenburg Dr., Ste. 104
El Centro, CA 92243-8509

ATTACHMENTS:

- Deli Haus - Alcoholic Beverage License Application (PDF)

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 34-160 GATEWAY DR.
 STE 120
 PALM DESERT, CA 92211
 (760) 324-2027

File Number: **582858**
 Receipt Number: **2437587**
 Geographical Code: **1304**
 Copies Mailed Date: **June 27, 2017**
 Issued Date:

DISTRICT SERVING LOCATION: **PALM DESERT**

First Owner: **FLAUTAS & SOPES INC**

Name of Business: **DELI HAUS**

Location of Business: **775 E DANENBERG DR.
 STE. 104
 EL CENTRO, CA 92243-8509**

County: **IMPERIAL**

Is Premise inside city limits? **Yes** Census Tract **0113.00**

Mailing Address: **775 DANENBERG DR
 STE 105
 EL CENTRO, CA 92243-8509**
 (If different from premises address)

Type of license(s): **41**

Transferor's license/name: **556330 / ASSENAV GROUP CORP** Dropping Partner: Yes ☐ No ☐

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
41 - On-Sale Beer And Wine	ANNUAL FEE	NA	Y	0	06/27/17	\$350.00
41 - On-Sale Beer And Wine	PERSON-TO-PERSON TRANSFER	NA	Y	0	06/27/17	\$150.00
NA	ISSUE TEMPORARY PERMIT	NA	N	0	06/27/17	\$100.00
NA	FEDERAL FINGERPRINTS	NA	N	2	06/27/17	\$48.00
NA	STATE FINGERPRINTS	NA	N	2	06/27/17	\$78.00
Total						\$726.00

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**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of **IMPERIAL**

Date: **June 27, 2017**

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

FLAUTAS & SOPES INC

Applicant Signature(s)

See 211 Signature Page



**SCHEDULED
INFORMATION ITEM (ID # 2388)**

Department Head: Diane Caldwell

DOC ID: 2388

**Received and referred to Community Development
Department/Planning Department, Application for Alcoholic
Beverage License - Hampton Inn El Centro, 598 E. Wake
Avenue, El Centro, CA 92243-8515**

CITY MANAGER'S RECOMMENDATION:

Received and referred to Community Development Department/Planning Department,
Application for Alcoholic Beverage License - Hampton Inn El Centro, 598 E. Wake
Avenue, El Centro, CA 92243-8515

ATTACHMENTS:

- Hampton Inn - El Centro (PDF)

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 34-160 GATEWAY DR.
 STE 120
 PALM DESERT, CA 92211
 (760) 324-2027

File Number: **582935**
 Receipt Number: **2438222**
 Geographical Code: **1304**
 Copies Mailed Date: **June 29, 2017**
 Issued Date:

DISTRICT SERVING LOCATION: **PALM DESERT**

First Owner: **SURYA HOSPITALITY LLC**
 Name of Business: **HAMPTON INN EL CENTRO**

Location of Business: **598 E WAKE AVE**
EL CENTRO, CA 92243-8515

County: **IMPERIAL**

Is Premise inside city limits? **Yes** Census Tract **0113.00**

Mailing Address: **445 HOTEL CIRCLE S**
 (If different from premises address) **SAN DIEGO, CA 92108-3402**

Type of license(s): **70**

Transferor's license/name: Dropping Partner: Yes ☐ No ☐

<u>License Type</u>	<u>Transaction Type</u>	<u>Fee Type</u>	<u>Master</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
70 - On-Sale General Restri	ANNUAL FEE	P40	Y	0	06/29/17	\$876.00
70 - On-Sale General Restri	ORIGINAL FEES	P40	Y	0	06/29/17	\$6,000.00
NA	FEDERAL FINGERPRINTS	NA	N	2	06/29/17	\$48.00
NA	STATE FINGERPRINTS	NA	N	2	06/29/17	\$78.00
Total						\$7,002.00

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**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of **IMPERIAL**

Date: **June 29, 2017**

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

SURYA HOSPITALITY LLC

RECEIVED

JUL 03 2017

**OFFICE OF CITY CLERK
CITY OF EL CENTRO**

Attachment: Hampton Inn - El Centro (2388 : Application for Alcoholic Beverage License - Hampton Inn El Centro)



**SCHEDULED
INFORMATION ITEM (ID # 2381)**

Department Head: Diane Caldwell

DOC ID: 2381

**Notification of Southern California Gas Company's request
for compensation through the gas cost incentive mechanism
application No. A.17-06-016.**

CITY MANAGER'S RECOMMENDATION:

ATTACHMENTS:

- SoCal Gas A-17-06-016 (PDF)

Para más detalles llame al 1-800-342-4545

NOTICE OF SOUTHERN CALIFORNIA GAS COMPANY'S REQUEST FOR COMPENSATION THROUGH THE GAS COST INCENTIVE MECHANISM

APPLICATION NO. A.17-06-016

JUN 21 2017
OFFICE OF CITY CLERK
CITY OF EL CENTRO

On June 15, 2017, Southern California Gas Company (SoCalGas®) filed an application (A.17-06-016) with the California Public Utilities Commission (CPUC) to approve its management of savings incurred during the purchase of natural gas for its customers. The natural gas purchases are reviewed through a ratemaking mechanism referred to as the Gas Cost Incentive Mechanism (GCIM).

The CPUC authorized the GCIM as a means of encouraging utilities to seek the best rates available for natural gas. Under the GCIM, a target price is set. If the utility secures a better rate, the savings is shared with customers and shareholders. If a higher rate is paid, the utility must absorb a portion of the higher rate.

SoCalGas shares the savings with its "Core" customers, which are those customers who rely on the utility for all their natural gas needs. Both residential customers as well as commercial and industrial customers can qualify under that general description.

In the latest GCIM year, SoCalGas purchased natural gas at \$27.2 million below the target price during the program period of April 1, 2016, to March 31, 2017. Using the CPUC's formula to determine the incentive for purchasing gas below the target price, SoCalGas is holding \$4.2 million for its shareholders, meaning these purchases provided customers a benefit of \$23.0 million in lower gas costs. This application requests that the CPUC approve SoCalGas' reward of \$4.2 million. **If the CPUC approves this request as is, there will be no additional change in customer rates from this application. If the CPUC approves less than \$4.2 million for SoCalGas shareholders, the difference will be credited to customers through a rate decrease. If the CPUC approves more than \$4.2 million for SoCalGas shareholders, the difference will be charged to customers through a rate increase.**

EFFECT ON GAS RATES AND BILLS

SoCalGas has been collecting the GCIM reward throughout the GCIM year. The impact on a typical residential customer's monthly summer bill for 22 therms of gas was 2 cents/month, from \$28.25 to \$ 28.27 /month. Over a 12-month period where a typical residential customer averages 35 therms per month, the impact on the monthly bill was 4 cents/month, from \$40.99 to \$41.03. The impact on each customer and customer class will vary depending on individual usage and the final decision by the CPUC.

Based on SoCalGas' request, the rate impact for each customer class is represented below. **This chart represents an increase that has already taken place on your bill due to the GCIM program.**

Customer Class	GCIM Shareholder Amount (\$millions)	GCIM Shareholder Amount as % of Total Rate
Residential	\$3.0	0.1%
Commercial/Industrial	\$1.1	0.1%
Natural Gas Vehicles	\$0.1	0.2%
Other Core	\$0.0	0.2%
Total	\$4.2	0.1%

FOR FURTHER INFORMATION

You may request additional information by writing to: Joseph Mock, Southern California Gas Company (SoCalGas), 555 W. Fifth Street, GT14D6, Los Angeles, CA 90013-1011. SoCalGas' application and attachments may also be inspected at the CPUC office located at 505 Van Ness Ave., San Francisco, CA 94102.

Copies of this application will be available for viewing and printing on the SoCalGas website at: socalgas.com/regulatory/cpuc.shtml.

Copies of this insert will be available for viewing and printing on the SoCalGas website at socalgas.com/regulatory.

A copy of the application can also be viewed at the CPUC's Central Files in San Francisco by appointment. For more information, please contact them at aljcentralfilesid@cpuc.ca.gov or (415) 703-2045.

CPUC PROCESS

This application will be assigned to an Administrative Law Judge (Judge) who will determine how to receive evidence and other related documents necessary for the CPUC to establish a record upon which to base its decision. Evidentiary Hearings (EHs) may be held where parties of record will present their testimony and may subject to cross-examination by other parties. These EHs are open to the public, but only those who are parties of record can participate.

After considering all proposals and evidence presented during the formal hearing process, the assigned Judge will issue a proposed decision which may adopt SoCalGas' proposal, modify it or deny it. Any CPUC Commissioner may sponsor an alternate decision. The proposed decision, and any alternate decisions, will be discussed and voted upon at a scheduled CPUC Voting Meeting.

The Office of Ratepayer Advocates (ORA) may review this application. ORA is the independent consumer advocate within the CPUC with a legislative mandate to represent investor-owned utility customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. ORA has a multi-disciplinary staff with expertise in economics, finance, accounting and engineering. For more information about ORA, please call (415) 703-1584, e-mail ora@cpuc.ca.gov or visit ORA's website at www.ora.ca.gov.

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Write: CPUC
Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102

Email: public.advisor@cpuc.ca.gov

Phone: 1-866-849-8390 (toll-free) or 1-415-703-2074
TTY 1-866-836-7825 (toll-free) or 1-415-703-5282

Please reference SoCalGas' Application No.17-06-016 in any communications you have with the CPUC regarding this matter. All public comments will become part of the public correspondence file for this proceeding and made available for review for the assigned Judge, the Commissioners and appropriate CPUC staff.