



**REGULAR MEETING OF THE  
CITY COUNCIL OF THE  
CITY OF WESTMORLAND  
WEDNESDAY, MARCH 18, 2026  
6:00 PM  
City Council Chambers  
355 South Center Street  
Westmorland, CA 92281**

*Mayor's Message*

This is a public meeting. You may be heard on an agenda item before the Council takes action on the item upon being recognized by the mayor. During the oral communications portion of the agenda, you may address the Council on items that do not appear on the agenda that are within the subject matter jurisdiction of the Council. Personal attacks on individuals, slanderous comments, or comments, which may invade an individual's privacy, are prohibited. The mayor reserves the right to limit the speaker's time. Individuals wishing accessibility accommodations at this meeting, under the Americans with Disabilities Act (ADA), may request such accommodations to aid hearing, visual, or mobility impairment by contacting City Hall at (760) 344-3411. Please note that 48 hours advance notice will be necessary to honor your request.

***Brown Act AB 361:***

**Location:** Westmorland City Hall Council Chambers 355 S Center Street

Justina Cruz - Mayor

Ray Gutierrez- Mayor Pro- Tem

Ana Beltran- Council Member

Xavier Mendez - Council Member

Judith Rivera - Council Member

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**Call to Order:**

**Pledge of Allegiance & Invocation:**

**Roll Call:**

**Oral Communication-Public Comment:** Now is the time for any member of the public to speak to the Council regarding any item not on the agenda. Please step to the podium and state your name and address for the record. Three (3) minute maximum time.

**Reports from Council Members Non-Action Items:**

**Staff Reports Non-Action Items:**

Fire Department – Chief Sergio Cruz

Police Department – Chief Lynn Mara

City Manager- Laura Bryant

Public Works Director - Ramiro Barajas

**Consent Agenda:** Approve the Consent Agenda Items 1-2.

1. Approval of Meeting Minutes of March 4, 2026
2. Approval of City Warrant List.

**Regular Business:**

- 1) Adopt Resolution 2026-01 Approving the Funding Agreement for Community Air Protection Incentives Program Year 8 Paving Project – 7<sup>th</sup> Street Widening with Imperial County Air Pollution Control District – Laura Bryant, Manager
- 2) Authorize The Holt Group to provide professional design, engineering, bidding and construction management services in an amount not to exceed \$281,100 for the AB617 – 7<sup>th</sup> Street Widening Project – Laura Bryant, Manager
- 3) Authorize replacement of a valve at the Water Treatment Plant finishing pond in an amount not to exceed \$11,000 – Ramiro Barajas, PW Director

**Closed Session:**

- Public Service Employees Job descriptions and salary scales, as well as Appointment, Employment, or evaluation (Gov't. Code §54957(b)(1))

**Adjournment:** Next regular scheduled meeting April 1, 2026.

Council meetings are Open to the Public  
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[cityclerk@cityofwestmorland.net](mailto:cityclerk@cityofwestmorland.net)





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***Brown Act AB 361:***

**Location:** Westmorland City Hall Council Chambers 355 S Center Street  
Justina Cruz - Mayor  
Ray Gutiérrez- Mayor Pro- Tem  
Ana Beltran- Council Member  
Xavier Mendez - Council Member  
Judith Rivera - Council Member

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**Call to Order:**

The meeting was called to order at 6:01 pm by Mayor Cruz

**Pledge of Allegiance & Invocation:**

The Pledge of Allegiance was led by Mayor Cruz.

**Roll Call:**

**Council Present**

Justina Cruz, Mayor- Present  
Ray Gutierrez, Mayor Pro-Tem- Absent  
Judith Rivera, Member – Present  
Xavier Mendez, Member- Absent  
Anna Beltran, Member – Present

**Staff Present**

Laura Bryant, Manager- Absent  
Ramiro Barajas, PW director - Present  
Sergio Cruz, Fire Chief - Present  
Anthony Lyn Mara, Police Chief- Present  
Christine Pisch- City Clerk - Present  
Mitchel Driskill- City Attorney - Present

**Oral Communication-Public Comment:** Now is the time for any member of the public to speak to the Council. Please step to the podium and state your name and address for the record. Three (3) minute maximum time.

- Thomas Marquez, a resident located on E 3rd & E2nd Street, suggested to the council hiring local kids who are at home and have graduated from college. Giving an example of his two kids having degrees in IT and Analytics.
- Alma Arias, a resident located on Jauregui Street, voiced her disagreement with the rate study specifically for those who are on a fixed income. Council informed her they will be holding a meeting on April 1<sup>st</sup> regarding the Rate Study, to come to the meeting to get her concerns or questions answered.

## **Reports from Council Members Non-Action Items:**

### **Staff Reports Non-Action Items:**

Fire Department – Mr. Cruz updated the council on the upcoming training class for hazmat training. The fee is about \$100.00 per person.

Police Department – Mr. Mara reported that there are now three officers that completed the DUI Training.

City Manager- Ms. Bryant was absent, but she provided a written report on projects she has been working on.

Public Works Director – Mr. Barajas submitted a written report on current projects and grants.

### **Consent Agenda:** Approve the Consent Agenda Items 1-2.

1. Approval of Meeting Minutes of February 18, 2026
2. Approval of City Warrant List.

Motion to Approve Meeting Minutes of February 18, 2026, and Warrant List. With a motion approved 3/0 with 2 absences.

AYES: (1) Beltran, (2) Cruz, and Rivera

NOES: 0

ABSENT: 2 Mendez, Gutierrez

### **Regular Business:**

1. Discussion/Action to authorize the purchase of a used medical truck from the City of Brawley Fire Department, not to exceed \$1,000.00. - Sergio Cruz, Fire Chief

Motion to Approve the purchase of a used medical truck not to exceed \$1,000.00. With a motion approved 3/0 with 2 absences.

AYES: (1) Rivera, (2) Beltran, and Cruz

NOES: 0

ABSENT: 2 Mendez, Gutierrez

2. Discussion/Action: Authorize staff to pursue funding for the Public Safety Building, matching funds from IBank. – Laura Bryant, Manager

Motion to Approve to pursue funding for the Public Safety Building from IBank. With a motion approved 3/0 with 2 absences.

AYES: (1) Beltran, (2) Rivera, and Cruz

NOES: 0

ABSENT: 2 Mendez, Gutierrez

3. Discussion/Action to authorize PW Director to attend AWWA training in San Diego, April 6<sup>th</sup> -9<sup>th</sup>, expenditure is within budget for Water Fund. - Ramiro Barajas, Public Works Director

Motion to Approve authorizing the PW Director to attend AWWA training in San Diego. With a motion approved 3/0 with 2 absences.

AYES: (1) Beltran, (2) Rivera, and Cruz

NOES: 0

ABSENT: 2 Mendez, Gutierrez

**Closed Session: Council did not have any items to be discussed in closed session.**

- Public Service Employees Job descriptions and salary scales, as well as Appointment, Employment, or evaluation (Gov't. Code §54957(b)(1).) Significant exposure to litigation pursuant to § 54956.9(b): (1 case)

Closed Session was called into motion at 6:22 PM, coming out of Closed Session at 6:37 PM with nothing to report. Adjourned with a motion at 6:38 PM, approved 3/0 with 2 absent.

**Adjournment:** Next regular scheduled meeting March 18, 2026.

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## City of Westmorland

A20320

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DMI

03/18/2026

00:13 PM

## Paid Invoice Report

Vendor #	Invoice #	Description	PO Number	1099	Date Due	Total Amount	Check-Acct	Inv Date	Remit
Vendor Name					Date Paid	Transaction #	Trans-MMY	Claim-Number	Project-Number
5	0000229	WTP- REPAIRS & MAINTENANCE			03/18/2026	750.00	1	06/29/2025	1
Advanced Water Treatment Specialist				No	03/18/2026	4292 C	03/2026		
5	0000288	WTP- REPAIRS & MAINTENANCE			03/18/2026	2243.85	1	03/08/2026	1
Advanced Water Treatment Specialist				No	03/18/2026	4292 C	03/2026		
30	03/17/2026	WWTP- TELEPHONE			03/18/2026	607.94	1	03/07/2026	1
AT&T*				No	03/18/2026	4293 C	03/2026		
32	287315878156X03	ALL DEPT TELEPHONE			03/18/2026	601.33	1	03/03/2026	1
AT&T Mobility (First Net)*				No	03/18/2026	4294 C	03/2026		
32	287315879160X03	ALL DEPT TELEPHONE			03/18/2026	642.17	1	03/03/2026	1
AT&T Mobility (First Net)*				No	03/18/2026	4294 C	03/2026		
40	001856	WTP- TESTING			03/18/2026	799.50	1	03/09/2026	1
Brawley Analytical, Inc.*				Yes	03/18/2026	4295 C	03/2026		
40	001864	WWTP- TESTING			03/18/2026	402.50	1	03/10/2026	1
Brawley Analytical, Inc.*				Yes	03/18/2026	4295 C	03/2026		
40	001878	WWTP- TESTING			03/18/2026	402.50	1	03/17/2026	1
Brawley Analytical, Inc.*				Yes	03/18/2026	4295 C	03/2026		
42	0078728	WWTP- MAINTENANCE			03/18/2026	399.50	1	03/13/2026	1
Brawley Tractor Parts, Inc.*				Yes	03/18/2026	4296 C	03/2026		
42	0078730	WWTP- REPAIRS & MAINTENANCE			03/18/2026	21.38	1	03/13/2026	1
Brawley Tractor Parts, Inc.*				Yes	03/18/2026	4296 C	03/2026		
43	BPI588986	WWTP- CHEMICALS			03/18/2026	3652.40	1	03/17/2026	1
Brenntag Pacific, Inc.*				Yes	03/18/2026	4297 C	03/2026		
60	03/14/2026	200000001822521 MARA, ANTHONY L			03/18/2026	494.76	1	03/14/2026	1
CA State Disbursement Unit*				No	03/18/2026	4298 C	03/2026		
63	0113650030626	YH- TELEPHONE			03/18/2026	21.42	1	03/06/2026	1
Charter Communications. - Spectrum*				Yes	03/18/2026	4299 C	03/2026		
63	189483301030126	WTP- TELEPHONE			03/18/2026	74.25	1	03/01/2026	1
Charter Communications. - Spectrum*				Yes	03/18/2026	4299 C	03/2026		
63	189483401030126	WTP- 210 W 1ST ST			03/18/2026	176.07	1	03/01/2026	1
Charter Communications. - Spectrum*				Yes	03/18/2026	4299 C	03/2026		
66	3964-2026	FD- VEHICLE PURCHASE			03/18/2026	1000.00	1	02/19/2026	1
City of Brawley*				No	03/18/2026	4300 C	03/2026		
77	11722	OFFICE- COMPUTER SUPPORT			03/18/2026	272.00	1	09/08/2025	1
Conveyor Group*				Yes	03/18/2026	4301 C	03/2026		

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Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	Remit
Vendor Name	PO Number		Date Paid	Transaction #	Trans-MMY	Claim-Number	Project-Number
	1099						
97	03/16/2025	BANK DEPOSIT SLIPS	03/18/2026	263.23	1	03/16/2026	1
Deluxe Business Checks*			03/16/2026	181 E	03/2026		
101	2615	PD- VEHICLE MAINTENANCE	03/18/2026	322.88	1	03/03/2026	1
Desert RV, Inc.*		Yes	03/18/2026	4302 C	03/2026		
101	2616	CH- VEHICLE MAINTENANCE	03/18/2026	284.82	1	03/03/2026	1
Desert RV, Inc.*		Yes	03/18/2026	4302 C	03/2026		
102	3638	WWTP- MAINTENANCE	03/18/2026	1325.00	1	03/12/2026	1
Desert Valley Power Systems LLC*		Yes	03/18/2026	4303 C	03/2026		
102	3640	WTP- MAINTENANCE	03/18/2026	1325.00	1	03/12/2026	1
Desert Valley Power Systems LLC*		Yes	03/18/2026	4303 C	03/2026		
119	789901	CH- WATER SERVICE	03/18/2026	39.21	1	02/16/2026	1
El Oasis Water Company*		Yes	03/18/2026	4304 C	03/2026		
119	789913	WWTP- WATER SERVICE	03/18/2026	36.53	1	02/16/2026	1
El Oasis Water Company*		Yes	03/18/2026	4304 C	03/2026		
142	03/13/2026	25289000000000 MARA, ANTHONY	03/18/2026	453.75	1	03/13/2026	1
Franchise Tax Board*		No	03/18/2026	4305 C	03/2026		
155	5360	CH- DECALS	03/18/2026	121.80	1	03/05/2026	1
Graffik Screen Printing & Embroider		Yes	03/18/2026	4306 C	03/2026		
166	FEBRUARY	PD- ANIMAL SERVICES	03/18/2026	210.00	1	03/12/2026	1
Humane Society of Imperial County*		Yes	03/18/2026	4307 C	03/2026		
167	156561	CH/WTP/WWTP- ACCOUNTING SERVICES	03/18/2026	10968.00	1	02/28/2026	1
Hutchinson & Bloodgood, LLP*		Yes	03/18/2026	4308 C	03/2026		
167	156561.1	MEASURE D- ACCOUNTING SERVICES	03/18/2026	304.00	4	02/28/2026	1
Hutchinson & Bloodgood, LLP*		Yes	03/18/2026	17 C	03/2026		
172	02/11/2026	PROPERTY TAX COLLECTION AND DISTRIBUTION	03/18/2026	1602.68	1	02/11/2026	1
Imperial County Auditor-Controller*		Yes	03/18/2026	4309 C	03/2026		
176	OES-26-003	FD- EMERGENCY SERVICES 2025-2026	03/18/2026	621.05	1	03/02/2026	1
Imperial County Office of Emergency		Yes	03/18/2026	4310 C	03/2026		
183	MARCH 2026	ALL DEPT UTILITIES	03/18/2026	10918.14	1	03/16/2026	1
Imperial Irrigation District*		Yes	03/18/2026	4311 C	03/2026		
185	26-401	PD- BUSINESS CARDS	03/18/2026	70.69	1	02/16/2026	1
Imperial Printers*		Yes	03/18/2026	4312 C	03/2026		
198	03/13/2026	PAYROLL TAXES	03/18/2026	9591.07	1	03/13/2026	1
IRS*		No	03/16/2026	180 E	03/2026		

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Vendor #	Invoice #	Description	PO Number	1099	Date Due	Total Amount	Check-Acct	Inv Date	Remit
Vendor Name					Date Paid	Transaction #	Trans-MMY	Claim-Number	Project-Number
238	157996	FD- SAFETY SUPPLIES			03/18/2026	327.16	1	03/05/2026	1
Med-Tech Resource LLC*				Yes	03/18/2026	4313 C	03/2026		
246	03/13/2026	EMPLOYEE NATIONWIDE RETIREMENT			03/18/2026	758.00	1	03/13/2026	1
Nationwide Retirement Solutions*				No	03/18/2026	4314 C	03/2026	Void	
246	03/13/26	EMPLOYEE NATIONWIDE RETIREMENT			03/18/2026	758.00	1	03/13/2026	1
Nationwide Retirement Solutions*				No	03/13/2026	183 E	03/2026		
275	10834	MEASURE D REPAIRS AND MAINTENANCE			03/18/2026	3794.00	4	03/05/2026	1
Primo Construction & Services, Inc.				Yes	03/18/2026	18 C	03/2026		
282	48036100	WTP- SUPPLIES			03/18/2026	36.05	1	03/04/2026	1
Quill LLC*				Yes	03/18/2026	4315 C	03/2026		
282	48074473	CH- OFFICE SUPPLIES			03/18/2026	55.26	1	03/06/2026	1
Quill LLC*				Yes	03/18/2026	4315 C	03/2026		
287	26CTOFWMN08	PD/FD- COMMUNICATIONS			03/18/2026	1067.50	1	03/01/2026	1
Regional Communication System*				Yes	03/18/2026	4316 C	03/2026		
297	1201031	ALL DEPT FUEL & OIL			03/18/2026	2283.07	1	03/15/2026	1
SC Fuels - Cardlock Fuel Systems*				Yes	03/18/2026	4317 C	03/2026		
302	03/06/2026	YH- UTILITIES			03/18/2026	24.35	1	03/06/2026	1
SoCalGas*				Yes	03/18/2026	4318 C	03/2026		
330	2433	CH- COMPUTER SUPPORT			03/18/2026	685.76	1	03/12/2026	1
Total Technology, Inc.*				Yes	03/18/2026	4319 C	03/2026		
330	2434	PD- COMPUTER SUPPORT			03/18/2026	110.00	1	03/12/2026	1
Total Technology, Inc.*				Yes	03/18/2026	4319 C	03/2026		
348	6	PD- TELEPHONE			03/18/2026	232.21	1	03/06/2026	1
Verizon Wireless*				Yes	03/18/2026	4320 C	03/2026		
349	5220648913	WTP/WWTP- UNIFORMS			03/18/2026	94.62	1	03/05/2026	1
Vestis*				Yes	03/18/2026	4321 C	03/2026		
349	5220651842	WTP/WWTP- UNIFORMS			03/18/2026	94.62	1	03/12/2026	1
Vestis*				Yes	03/18/2026	4321 C	03/2026		
360	83822969	WWTP- MAINTENANCE			03/18/2026	627.43	1	03/11/2026	1
Waxie Sanitary Supply*				Yes	03/18/2026	4322 C	03/2026		
361	109864771	OFFICE- PRINTER RENT			03/18/2026	310.10	1	02/28/2026	1
Wells Fargo Vendor Financial Servic				No	03/18/2026	4323 C	03/2026		
379	03/02/2026	ALL DEPT HEALTH INSURANCE			03/18/2026	12934.56	1	03/02/2026	1
Anthem Blue Cross*				Yes	03/18/2026	4324 C	03/2026		

Paid Invoice Report

Vendor #	Invoice #	Description	PO Number	1099	Date Due	Total Amount	Check-Acct	Inv Date	Remit
Vendor Name					Date Paid	Transaction #	Trans-MMY	Claim-Number	Project-Number
396	26-02-012	CONTRACT SERVICES			03/18/2026	12120.00	1	03/17/2026	1
The Holt Group*				Yes	03/18/2026	4325 C	03/2026		
396	26-02-014	CONTRACT SERVICES			03/18/2026	5758.40	1	03/17/2026	1
The Holt Group*				Yes	03/18/2026	4325 C	03/2026		
396	26-02-015	CH- CONTACTSERVICES			03/18/2026	4250.00	1	03/17/2026	1
The Holt Group*				Yes	03/18/2026	4325 C	03/2026		
404	03/04/2026	AWWA WATER CONFERENCE			03/18/2026	1345.01	1	03/04/2026	1
Ramiro Barajas*				No	03/18/2026	4326 C	03/2026		
427	03/13/2026	PAYROLL TAXES			03/18/2026	2098.85	1	03/13/2026	1
EDD*				No	03/16/2026	179 E	03/2026		
459	53736476	WWTP- CHEMICALS			03/18/2026	7690.24	1	03/11/2026	1
Univar Solutions*				Yes	03/18/2026	4327 C	03/2026		
560	03/04/2026	WATER CONFERENCE 2026			03/18/2026	795.00	1	03/04/2026	1
American Water Works Association*				Yes	03/18/2026	4328 C	03/2026		
561	03/13/2026	FUEL REIMB			03/18/2026	25.00	1	03/13/2026	1
Cesar Zarate*				No	03/18/2026	4329 C	03/2026		
Total Invoices: 59		Amount: 109,294.61							

# CITY OF WESTMORLAND

## CITY COUNCIL REPORT

**DATE:** March 18, 2026  
**FROM:** Laura Bryant  
**SUBJECT:** Staff Report – Part-Time Manager

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### **Grants Awarded**

#### **1) Public Safety Building:**

**Update:** Staff is working with Hanna at ILG to complete the application to IBank. I should have the application completed and information back to the Council mid April. On March 11<sup>th</sup> representatives from the national office of USDA came to the city to meet with Ramiro and me to review our project for the Public Safety Building. The remodel to the existing building for fire department use is included in the attached report.

**Prior Info.** Matching Fund information on the agenda for March 4<sup>th</sup>.

Congressional Funding has been approved for \$1M and USDA Disaster Relief Grant for Public Safety Building \$2.7 M for a total of \$3,837,500.

I met with ILG and USDA representatives and moving forward with the project through the RFQ process.

#### **2) SCAG REAP Grant-Downtown Overlay Project**

**Update:** Our consultants MIG want to schedule a Study Session with City Council on April 15<sup>th</sup> to present and overview and key decision points of the Downtown Overlay Project. The schedule to review the draft zoning and ODS amendments is at the May 6<sup>th</sup> meeting with the first reading of the Ordinance on May 20<sup>th</sup> and adoption on June 3<sup>rd</sup>.

#### **3) Expedited Drinking Water Grant (EDWG).**

**Update:** Ramiro, THG, and I met with the State Water Board Reps to discuss the meter purchase and installation schedule as part of the overall EDWG project. We reviewed the original environmental documents to make sure that the meter installs were considered during the CEQA process. They were included and we will be preparing the meter purchase and install as a separate phase of the project to ensure the meters are installed and reading sometime after July 2026 and before January 2027.

**Prior Info:** Letter were submitted to the Water Board. Ramiro will have additional information. I am preparing a letter for Water Board to respond to the audit findings for FY 24. I will have it ready and submitted this week.

#### **4) Water – Drought Relief Funding of new filter at Water Plant and pipeline installation on 7<sup>th</sup> Street - \$2.9 M**

**Update:** The project is closed, our records will be available for audit purposes. This item will be removed from reporting.

**Prior Info.** The city does not need a single audit.

#### **5) PHLA Grant**

**Update:** No new information, waiting to get response from grantor.

Previous Info: I submitted the grant application for two years. Working with ILG Boost program we have developed the implementation plan. Once the grant is approved, we will bring more information to Council.

We should be ready to start the program within the next six months.

#### **6) CMAQ Sidewalk Improvements**

**Update:** Project design / engineering should be completed by May and submitted to CalTrans for review and to start the funding process.

#### **7) AB 617 – Paving Projects -7<sup>th</sup> Street**

**Update:** Ramiro and I met with reps from APCD and reviewed the Agreement which is on the agenda for approval at the meeting March 18<sup>th</sup>.

**Prior Info.** We were awarded this grant for \$1.2M to widen 7<sup>th</sup> street and install sidewalks, curb and gutters from Martin to Center Streets.

#### **Finance:**

##### **8) Rate Study.**

**Update:** Public Hearing is scheduled for April 1, 2026 at 6pm at Council Chambers.

The Public Hearing Notice was mailed and has been published.

##### **9) Public Safety ½ Cent Sales Tax.**

**Update:** No Update

**Prior Info.** I received word that all 25 years of submittals are under review.

We have received a total of \$58,646 for three years. I have prepared and submitted several documents and forms required to apply for our Public Safety ½ Cent Sales Tax from 2001 through 2026.

##### **10) Auditors and Accountants.**

**Update:** We are working with our accountants to make sure our Trial Balance is on balance and submitted to the auditor.

**Previous Info:** I have been putting a lot of time and effort into getting our accounts in order for the audit. W2 reports are completed and sent to staff.

Staff is working with our accounting firm to get our trial balances submitted.

#### **Other administrative items in the works:**

- Park Design – Community Outreach

**Update:** Draft plan is with staff for review and comment. We will present at the April meeting. The IID has some greening and lighting grants (\$35,000) each that may be available to make some of the planned improvements to our park.

- The Boundary Map report should be on the agenda on April 15<sup>th</sup>.
- The street survey report should be on the agenda on April 15<sup>th</sup>.
- Budget Workshops – During regular Council meetings starting in May. If desired we can schedule special working sessions to review prior to approval.

#### **Hours worked.**

My timecard submitted on 3/9/2026 reported 58 hours worked.

Respectfully submitted,  
Laura Bryant

PURPOSELY BLANK

# CITY OF WESTMORLAND

## Report to the City Council

**MEETING DATE:** March 18, 2026

**FROM:** Laura Bryant, Manager

**SUBJECT:** Adopt Resolution 2026-01 Approving the Funding Agreement for Community Air Protection Incentives Program Year 8 Paving Project – 7<sup>th</sup> Street Widening with Imperial County Air Pollution Control District.

**ISSUE:**

Shall the City of Westmorland City Council Adopt Resolution 2026-01 Approving the Funding Agreement for Community Air Protection Incentives Program Year 8 Paving Project – 7<sup>th</sup> Street Widening with Imperial County Air Pollution Control District?

**GENERAL MANAGER RECOMMENDATION:**

Adopt Resolution 2026-01 Approving the Funding Agreement for Community Air Protection Incentives Program Year 8 Paving Project – 7<sup>th</sup> Street Widening with Imperial County Air Pollution Control District.

**FISCAL IMPACT:** The City's match is \$225,311 from Measure D LTA Funds.

Adopting Resolution 2026-01 will allow the City of Westmorland to receive \$1,276,762.90 from AB 617 to widen 7<sup>th</sup> street and install curb, gutter and sidewalk from Center Street to Martin Road.

The project budget is below:

- Supplies, Equipment and Materials \$ 587,351
- Signs and Interpretive Aids About Proj. \$ 5,000
- Labor and Construction \$ 480,559
- Total Eligible Cost: \$1,072,910

Additional:

- Non-Construction Costs \$ 214,582
- Contingency Costs \$ 214,582

<b>TOTAL GRANT AWARD</b>	<b>\$1,276,763</b>
<b>TOTAL CITY MATCHING (LTA)</b>	<b>\$ 225,311</b>
<b>TOTAL PROJECT COST</b>	<b>\$1,502,074</b>

**DISCUSSION:**

The Agreement has been reviewed by our attorney and staff attended a meeting with APCD staff to go over the terms. We found no issues with the language or terms of the Agreement.

The matching funds will be from Measure D LTA Sales tax revenue as authorized during the grant application process. The City's matching contributions is \$225,311. The LTA has these funds available and the Council Adopted Reserve Resolution for FY 2026 has

\$1,044,000 reserved for sidewalks and widening of 7<sup>th</sup> Street. Accepting this grant and adopting Resolution 2026-01 will save \$818,689 of Measure D LTA funds that have been allocated for this project.

**CONCLUSION:**

It is recommended that the City Council Adopt Resolution 2026-01 Approving the Funding Agreement for Community Air Protection Incentives Program Year 8 Paving Project – 7<sup>th</sup> Street Widening with Imperial County Air Pollution Control District.

**ALTERNATIVES:**

- 1) Do not adopt Resolution 2026-01 and give direction to staff for changes to the Agreement
- 2) Provide alternative direction to staff.

Respectfully Submitted,

Laura Bryant, Manager  
Attachment: Resolution Number 2026-01  
AB 617 Grant Application

**RESOLUTION NO. 2026-01**

**A RESOLUTION OF THE CITY OF WESTMORLAND APPROVING THE FUNDING AGREEMENT FOR THE COMMUNITY AIR PROTECTION INCENTIVES PROGRAM YEAR 8 PAVING PROJECT AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY**

**WHEREAS**, the City Council for the City of Westmorland hereby consents to adopt and ratify the following resolution:

**WHEREAS**, the City of Westmorland submitted an application for funding to the Community Air Protection Incentives Program Year 8 for the paving project to widen 7<sup>th</sup> Street and construct sidewalks, curb and gutters.

**WHEREAS**, the Imperial County Air Pollution Control District presented our project to the AB 617 Committee on February 23, 2026 and the AB 617 Committee approved the project funding.

**WHEREAS**, the City of Westmorland desires to accept the Funding Agreement in the amount of \$1,276,762.90 for the 7<sup>th</sup> Street Paving Project.

**NOW THEREFORE BE IT RESOLVED THAT:**

1. That the foregoing is true, correct and adopted.
2. The City of Westmorland Accepts the Funding Agreement as attached to Resolution 2026.
3. The City Mayor of the City Council of the City of Westmorland is hereby authorized to execute the Funding Agreement for the Community Air Pollution Incentives Program Year 8 Paving Project.

**PASSED AND ADOPTED** at a regular meeting of the City of Westmorland City Council this 18<sup>th</sup> day of March 2026, by the following vote:

Ayes: \_\_\_\_\_ Abstentions: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

\_\_\_\_\_  
Justina Cruz, Mayor

**CERTIFICATE OF ATTESTING OFFICER**

The undersigned, Christine Pisch, City Clerk of the City of Westmorland does hereby attest and certify that the attached Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City Council for the City of Westmorland which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as the date hereof.

**ATTEST:** \_\_\_\_\_  
Christine Pisch, City Clerk

Print Name and Title \_\_\_\_\_

**FUNDING AGREEMENT**  
**Community Air Protection Incentives Program Year 8**  
**Paving Project**  
**City of Westmorland**

THIS AGREEMENT FOR FUNDING (“Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT, an air pollution control district formed and existing pursuant to California Health and Safety Code section 40002 (“ICAPCD”), and City of Westmorland, a municipal corporation of the State of California (“GRANTEE”) (individually, “PARTY” collectively, “PARTIES”) shall be as follows:

**RECITALS**

**WHEREAS**, in 2025, the North End Phase I AB 617 Community (“Community”) developed a Community Emissions Reduction Program (“CERP”) to address local air quality concerns as part of the state-wide Community Air Protection Program; and

**WHEREAS**, as part of CERP development, the Community was granted funding by the California legislature for the implementation of projects for reducing pollutant emissions or community exposure through mobile source, stationary source, and community-identified projects and strategies; and

**WHEREAS**, various strategies were identified during CERP development, with one of these key strategies being *Paving Projects*; and

**WHEREAS**, GRANTEE submitted an application to ICAPCD seeking funding in the amount of one million two hundred seventy-six thousand seven hundred sixty-two dollars and ninety cents (\$1,276,762.90) for the paving of approximately 51,685 square feet of unpaved pavement and sidewalks to the unpaved road segments of 7<sup>th</sup> Street in the City of Westmorland (“PROJECT”) in an attempt to mitigate PM<sub>10</sub>; and

**WHEREAS**, ICAPCD presented the PROJECT to the Community on February 23, 2026, and the Community approved the PROJECT funding as presented; and

**WHEREAS**, ICAPCD is authorized to enter into this Agreement under the provisions of California Health and Safety Code section 40701; and

**WHEREAS**, ICAPCD desires to provide such funding to GRANTEE as approved by the Community, subject to the terms and conditions provide for herein.

**NOW THEREFORE**, for and in consideration of the mutual promises set out herein, ICAPCD and GRANTEE have and hereby agree as follows:

**1. INCORPORATION OF RECITALS.**

**1.1.** PARTIES hereby certify that to the best of their knowledge, the above recitals are true and correct.

**1.2.** The above recitals are hereby adopted and incorporated within this Agreement.

**2. DEFINITIONS.**

**2.1.** “Scope of Work” shall mean the application submitted by GRANTEE entitled “Application for Proposals: Paving Projects Imperial County Community Emission Reduction Program (CERP) for the North End Phase 1 Community – City of Westmorland,” dated 10/30/25. The Scope of Work is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

**2.2.** “Request for Proposals” shall mean the document entitled “Imperial County Air Pollution Control District – Request for Proposals (RFP) for AB 617 Paving Projects”. Request for Proposals is attached hereto as **Exhibit “B”** and incorporated herein by this reference.

**3. CONTRACT COORDINATION.**

**3.1.** The Air Pollution Control Officer, or his/her designee, shall be the representative of ICAPCD for all purposes under this Agreement. The Air Pollution Control Officer, or his/her designee, is hereby designated as Contract Manager for ICAPCD. He/she shall supervise the progress and execution of this Agreement.

**3.2.** GRANTEE shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of ICAPCD’s Contract Manager.

**4. SCOPE OF WORK.**

GRANTEE shall provide all materials and labor to perform this Agreement consistent with the Scope of Work and Request for Proposals, attached hereto as **Exhibit “A”** and **Exhibit “B”** respectively. In the event of a conflict amongst this Agreement, Scope of Work, and Request for Proposals, this Agreement shall take precedence.

In the event of a conflict among this Agreement, the Request for Proposal and the “Application for Proposals: Paving Projects Imperial County Community Emission Reduction Program (CERP) for the North Imperial Phase I Community - “City of Westmorland”, the Request for Proposal shall take precedence over the Application and this Agreement shall take precedence over both.

**5. WORK TO BE PERFORMED BY GRANTEE**

**5.1.** GRANTEE shall comply with all terms, conditions, and requirements of the Scope of Work and this Agreement.

**5.2.** GRANTEE shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by GRANTEE hereunder.

**5.3.** GRANTEE shall:

**5.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the due and lawful prosecution of the work to be performed by GRANTEE under this Agreement;

**5.3.2.** Keep itself fully informed of all existing and proposed federal, State and local laws, ordinances, regulations, orders and decrees which may affect those under this Agreement;

**5.3.3.** At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

**5.3.4.** Immediately report to ICAPCD’s Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any provisions of this Agreement.

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**6. REPRESENTATIONS BY GRANTEE**

- 6.1. GRANTEE represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.
- 6.2. GRANTEE represents and warrants that the person or people executing this Agreement on behalf of GRANTEE have the authority of GRANTEE to sign this Agreement and bind GRANTEE to the performance of all duties and obligations assumed by GRANTEE herein.
- 6.3. GRANTEE represents and warrants that any employee, contractor, and/or agent who will be performing any of the duties and obligations of GRANTEE herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
- 6.4. GRANTEE understands that ICAPCD considers the representations made herein to be material and would not enter into this Agreement with GRANTEE if such representations were not made. GRANTEE understands and agrees that in the course of performance of this Agreement, GRANTEE may be provided with information or data considered by ICAPCD to be confidential. ICAPCD shall clearly identify such information and/or data as confidential.
- 6.5. GRANTEE shall take all necessary steps necessary to maintain such confidentiality, including but not limited to restricting the dissemination of all material received to those required to have such data in order for GRANTEE to perform under this Agreement.

**7. TERM OF AGREEMENT.**

- 7.1. This Agreement shall commence upon the execution of the Agreement by both PARTIES and shall terminate ten (10) years from the date that the PROJECT becomes operational, unless otherwise terminated as provided for in this Agreement.
- 7.2. The foregoing term of the Agreement shall be divided into the following two timelines:
  - 7.2.1. The “Project Completion” timeline, which shall begin upon the execution of this Agreement, and shall end on the date that the PROJECT becomes operational, including the period of construction, as confirmed by the ICAPCD’s post-inspection conducted in accordance with CAP Incentives Guidelines, Imperial County CERP Program: Project Plan Paving Program and other applicable rules,

regulations, policies and procedures. The Project Completion timeline shall be completed according to the **Exhibit “A”** provided by the GRANTEE, unless extended by the Air Pollution Control Officer; and

**7.2.2.** The “Project Implementation” timeline, which shall begin upon the date that the PROJECT becomes operational as confirmed by the ICAPCD’s post-inspection, and shall end upon termination of this Agreement as set forth above. During the Project Implementation period, the GRANTEE is required to operate and maintain their PROJECT according to the **Exhibit “A”** and.

**7.3.** The PARTIES agree that time is of the essence in the completion of the PROJECT, and that ICAPCD shall monitor all progress related to the GRANTEE to ensure it is completed in a timely fashion. For purposes of this Agreement, “timely fashion” shall mean the PROJECT shall be completed as specified in **Exhibit “A”**. Any requests for extensions of time to perform in a timely fashion shall be in writing and forwarded to the attention of the ICAPCD’s Air Pollution Control Officer. All requests shall outline the factual basis for the extension request.

**7.4.** GRANTEE shall submit periodic status reports to ICAPCD’s Air Pollution Control Officer that illustrate GRANTEE’s progress toward completion of the PROJECT.

**8. FUNDING.**

**8.1.** The total funding under this Agreement shall not exceed **one million two hundred seventy-six thousand seven hundred sixty-two dollars and ninety cents (\$1,276,762.90)**. No guarantee of funds shall be made until **Exhibit “A”** is fully executed. Work done prior to the execution of this Agreement is at GRANTEE’s own cost and expense.

**8.2.** Except as provided in Paragraph 8.1, ICAPCD shall not be responsible to pay GRANTEE any additional funding, compensation, out-of-pocket expenses, fees, or other remuneration unless otherwise agreed to in writing by both PARTIES.

**8.3.** PARTIES understand and agree that the maximum amount of funding awarded under this Agreement shall not exceed the PROJECT incremental costs.

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8.4. PARTIES certify that the maximum amount of funding awarded under this Agreement complies with any applicable funding caps and other criteria for the specific Project category as identified in the Imperial County CERP Program: Project Plan Paving Program Guidelines.

9. **PAYMENT OF FUNDING.**

9.1. GRANTEE shall submit invoices on a quarterly basis for work performed during each quarter. GRANTEE shall receive funding for the PROJECT after invoices have been received by ICAPCD and the work performed has been reviewed, inspected and approved to be in accordance with **Exhibit “A”** and **Exhibit “B”** by ICAPCD.

9.2. ICAPCD shall not provide funding for work that is not included in a quarterly invoice unless otherwise agreed to in writing by both PARTIES.

10. **METHOD OF PAYMENT.**

Upon the satisfactory completion of the PROJECT, GRANTEE may expect to receive funding within a reasonable time thereafter, and in any event, in the normal course of business, within thirty (30) days after ICAPCD has approved the completion of the PROJECT in accordance with **Exhibit “A”** and **Exhibit “B”**.

11. **PUBLIC FUNDING FROM OTHER SOURCES.**

11.1. GRANTEE understands and agrees that unless it is a public agency, it is generally prohibited from applying for or receiving other public funds for this PROJECT.

11.1.1. Notwithstanding the above, GRANTEE may apply for and receive additional funding for this PROJECT from the following sources:

- a) Tax credits;
- b) Tax deductions;
- c) Public rebates;
- d) Public loans;
- e) DISTRICT penalty funds;
- f) Federal programs to reduce Greenhouse Gas (“GHG”) emissions;
- g) Funding provided by the Alternative and Renewable Fuel and Vehicle Technology

Program;

- h)** CARB Low Carbon Transportation Investment funds to reduce GHG emissions.
- i)** Tax deductions;
- j)** Public rebates;
- k)** Public loans;
- l)** DISTRICT penalty funds;
- m)** Federal programs to reduce Greenhouse Gas (“GHG”) emissions;
- n)** Funding provided by the Alternative and Renewable Fuel and Vehicle Technology Program;
- o)** CARB Low Carbon Transportation Investment funds to reduce GHG emissions.

**11.1.2.** GRANTEE understands and agrees that the total public funding received by GRANTEE for this PROJECT during the term of this Agreement cannot exceed one million two hundred seventy-six thousand seven hundred sixty-two dollars and ninety cents (\$1,276,762.90). For the purposes of Subparagraph 11.1.2, total public funding shall not include tax credits, tax deductions, public rebates, public loans, or ICAPCD penalty funds.

**11.2.** GRANTEEs receiving co-funding from other sources for the project must meet all criteria associated with each funding source used.

**11.3.** GRANTEE must certify that they have disclosed all funding sources that they have applied for or received for the PROJECT, and that the GRANTEE will notify the ICAPCD of additional sources of funding received for the total cost of the PROJECT, including any sources that become available after Agreement execution.

**12. MULTIPLE APPLICATIONS/CONTRACTS PROHIBITED.**

**12.1.** GRANTEE agrees, by signing this Agreement for this PROJECT, GRANTEE shall not submit another application or sign another contract for the PROJECT with any other source of CAP Incentives Program funds, including but not limited to, other air pollution management or control districts, or the CARB that have not already been disclosed to ICAPCD.

**12.2.** If GRANTEE is found to have submitted multiple applications or signed multiple contracts for the PROJECT, then GRANTEE shall, at a minimum, be disqualified from funding for the

PROJECT from all applicable funding sources, and may also be banned from submitting future applications to any and all CAP Incentives Program solicitations.

**12.3.** Violation of this Section may result in the ICAPCD or CARB levying fines and/or pursuing other civil or criminal remedies against GRANTEE.

**13. PREVAILING WAGE, REGISTRATION, APPRENTICESHIP, AND OTHER REQUIREMENTS.**

**13.1.** GRANTEE is hereby on notice that the work to be performed under this Agreement in connection with the PROJECT may be subject to the prevailing wage, registration, apprenticeship, and other provisions of the California Labor Code.

**13.2.** In the event a determination is made by the California Department of the Industrial Relations (“DIR”) that said work under the PROJECT is "public works" within the meaning of the California Labor Code, the GRANTEE agrees to the fullest extent permitted by law to indemnify, defend, protect and hold ICAPCD and its representatives, officers, directors, designees, employees, agents, successors and assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties, attorneys' fees and costs, in law or equity, of every kind and nature whatsoever arising out of or in connection with the GRANTEE’s failure to comply with such a determination, and further agrees to abide by the following provisions:

**13.2.1. Prevailing Wage.** GRANTEE shall require its contractor and subcontractors to pay all workers employed on the PROJECT the higher of either the rates determined by the Director of DIR, or when applicable, the Davis-Bacon Federal wage rates as supplemented by the Department of Labor regulations.

**(a)** Copies of the State prevailing rate of per diem wages are on file with the Department of Industrial Relations, Division of Apprenticeship Standards, 445 Golden Gate Avenue, San Francisco, California, and at the Imperial

County Department of Public Works, and are available to GRANTEE and any other interested PARTY upon request.

- (b) GRANTEE’s contractor shall post the prevailing rate of per diem wages at the PROJECT work site.
- (c) GRANTEE is responsible for compliance with the provisions herein.

**13.2.2. Mandatory Registration with the Department of Industrial Relations - NEW REQUIREMENTS PURSUANT TO SB 854.**

- (a) GRANTEE’s contractor and their subcontractors shall be registered with the DIR and pay all applicable fees as set forth in Labor Code section 1725.5.
- (b) GRANTEE shall not select a contract unless the contractor is registered with the DIR pursuant to Labor Code section 1725.5. The requirements of this section shall apply unless one of the limited exceptions provided under Labor Code Section 1771.1(a) applies.
- (c) GRANTEE shall not award any contract for public work on a public works project (awarded on or after April 1, 2015) to a contractor unless the contractor is registered with the DIR pursuant to Labor Code section 1725.5.
- (d) The work on the PROJECT described herein may be subject to compliance monitoring and enforcement with the DIR.
- (e) For further information concerning compliance with SB 854, please visit: <http://www.dir.ca.gov/Public-Works/SB854.html>.

**13.2.3. Cognizance of Violations by ICAPCD.**

- (a) GRANTEE understands and agrees that ICAPCD shall take cognizance of violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code

committed in the course of the execution of this Agreement, and shall promptly report any suspected violations to the Labor Commissioner.

**(b)** If applicable, GRANTEE may bring an action in a court of competent jurisdiction to recover from ICAPCD the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, and costs and attorney's fees related to the action, if either of the following is true:

**(i)** ICAPCD previously affirmatively represented to GRANTEE in writing, in the call for bids, or otherwise, that the work was not a “public work,” as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code; or

**(ii)** ICAPCD received actual written notice from the Department of Industrial Relations that the work is a “public work,” as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed to disclose that information to GRANTEE before the bid opening or award.

**13.2.4. Prevailing Wage Rates and Payroll Records.**

**(a)** GRANTEE shall require its contractor and their subcontractors to comply with §§ 1775 and 1776 of the California Labor Code relating to the payment of prevailing wage and the maintenance of certified payroll records and to make the certified payroll records available for inspection at all reasonable hours at the contractor’s principal office. The responsibility for compliance with these provisions is fixed with the GRANTEE’s contractor,

who the GRANTEE must inform, and the contractor must understand and agree, that it shall, as a penalty to GRANTEE, forfeit specific monetary fines for each worker paid less than the prevailing wage rates as determined by the Labor Commissioner for the work or craft in which the worker is employed for any work done pursuant to this Agreement.

**(b)** GRANTEE’s contractor shall be liable for penalties when a subcontractor fails to pay its workers the general prevailing rate of per diem wages and any of the following conditions are met:

**(i)** GRANTEE’s contractor had knowledge of the failure of the subcontractor to pay the specified prevailing rate of wages to those workers; or

**(ii)** GRANTEE fails to comply with the following requirement: The contract executed between GRANTEE and its contractor for the performance of work on the PROJECT shall include a copy of the provisions of California Labor Code §§ 1771, 1775, 1776, 1777.5, 1813 and 1815; and

**(iii)** GRANTEE fails to comply with the following requirement: GRANTEE shall monitor the payment of the specified general prevailing rate of per diem wages by its contractor to its employees, by periodic review of the certified payroll records of the contractor; and

**(iv)** Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, GRANTEE shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the

subcontractor for work performed on the PROJECT; and

- (v) Prior to making final payment to its contractor for work performed on the PROJECT, GRANTEE shall obtain an affidavit signed under penalty of perjury from its contractor that the contractor has paid the specified general prevailing rate of per diem wages to his or her employees on the PROJECT work and any amounts due pursuant to California Labor Code § 1813.

**132.5. Work Day and Work Week Requirements.**

- (a) GRANTEE agrees to require its contractor and their subcontractors to comply with §§ 1810 through 1815 of the California Labor Code and, when applicable, sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3700 et seq., as supplemented by the Department of Labor regulations, which provide that contractor's workers and their subcontractors' workers may not be required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week.
- (b) Work performed by employees of GRANTEE's contractor and their subcontractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be compensated for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.
- (c) The responsibility for compliance with these provisions is fixed with GRANTEE's contractor and their subcontractor, who the GRANTEE must inform, and the contractor must understand and agree, that as a penalty to GRANTEE, forfeit specific monetary fines to GRANTEE should

GRANTEE's contractor or their subcontractors fail to comply with the provisions contained within this paragraph.

**13.2.6. Apprenticeship Requirements.**

- (a) GRANTEE agrees to require its contract to comply with §§ 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices and to provide ICAPCD with copies of any contract award information and verified statements of the journeyman and apprentice hours performed pursuant to this Agreement as required by § 1777.5(e).
- (b) The responsibility for compliance with these provisions is fixed with GRANTEE's contractor and their subcontractors for all apprenticeable occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice for each five (5) journeymen (unless an exemption is granted in accordance with § 1777.5) and GRANTEE's contractor and their subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in California Labor Code § 3077.
- (c) If the PROJECT work falls within the jurisdiction of California Labor Code § 1777.5, ICAPCD shall, within five (5) days of the award, send a copy of the award to the Division of Apprenticeship Standards. In addition, ICAPCD shall notify the Division of Apprenticeship Standards of a finding of any discrepancy regarding the ratio of apprentices to journeymen within five (5) days of the finding.

**13.2.7. Labor Standards Compliance Requirements.**

- (a) It is GRANTEE's contractor's responsibility to provide all labor compliance documentation from their subcontractors completely and accurately in a timely manner. GRANTEE's contractor is responsible to review promptly and then forward on all required documentation to GRANTEE per the time schedules in the Labor Compliance Handout. Included with the Labor Compliance Handout, GRANTEE's contractor will provide training, documentation requirements, forms, etc., at the preconstruction conference or at a time designated by GRANTEE.
- (b) In the event, during the review process of labor compliance documentation from GRANTEE's labor compliance monitor, inaccurate, missing or incomplete information was provided, the labor compliance monitor will request from GRANTEE's contractor the items, revisions and documentation needed. The cost of this additional labor compliance enforcement shall be borne by GRANTEE's contractor.

**14. COMPLIANCE WITH PROGRAM GUIDELINES AND FEDERAL, STATE, AND LOCAL LAWS.**

- 14.1.** GRANTEE represents and warrants that any employee, contractor, subcontractor, or agent who will be performing any of the duties and obligations required by this Agreement shall possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
- 14.2.** GRANTEE certifies that the PROJECT meets all the eligibility requirements of the CAP Incentives and that the PROJECT shall be operated in a manner consistent with the CAP Incentives Guidelines.
- 14.3.** GRANTEE certifies that the PROJECT shall be in compliance with all applicable federal, State, and local air quality laws, regulations, rules, policies, and procedures in force at the time of this Agreement's execution.

14.4. During the term of this Agreement, GRANTEE agrees to maintain compliance with all applicable federal, State, and local air quality laws, regulations, rules, policies, and procedures.

15. **TIME FOR COMPLETION OF THE WORK.**

15.1. The PARTIES agree that time is of the essence in the performance of this Agreement.

15.2. Time extensions may be allowed for delays caused by ICAPCD, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of GRANTEE

15.2.1. Such requests for extension shall be in writing and shall be forwarded to the attention of the ICAPCD Contract Manager.

15.2.2. All requests for extension outline the factual bases for the request.

16. **MAINTENANCE.**

16.1. Throughout the term of this Agreement, GRANTEE shall maintain the PROJECT in operating condition for continued emissions reduction.

16.2. Throughout the term of this Agreement, GRANTEE shall continue to use the PROJECT area as originally stated in this Agreement and **Exhibit “A”**. GRANTEE shall not repurpose the PROJECT or PROJECT area.

17. **RECORD RETENTION AND EXAMINATION.**

17.1. GRANTEE shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:

17.1.1. GRANTEE shall maintain all reports, documents, and records, which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

17.1.2. Any records or documents required to be maintained by GRANTEE pursuant to this Agreement shall be made available to ICAPCD, California Air Resources Board (CARB), or their designee for inspection or audit at any time during

GRANTEE's regular business hours; provided that ICAPCD or CARB provides GRANTEE with seven (7) days advanced written or e-mail notice. Copies of such documents shall, at no cost to ICAPCD or CARB, be provided to ICAPCD or CARB for inspection at GRANTEE's address indicated for receipt of notices under this Agreement.

**18. REPORTING REQUIREMENTS.**

**18.1.** By November 1 and continuing every year thereafter in which this Agreement remains in effect, GRANTEE shall complete and submit an Annual Report to the ICAPCD. Annual report submission must commence no later than 18 months after the PROJECT post-inspection. The Annual Report shall adhere to the format and content requirements found within Chapter 3, Section U of the CAP Incentives Guidelines and will include a picture of the PROJECT. In the case the post-inspection is conducted on or after May 1, the first Annual Report shall be completed and submitted on November 1 of the following year. The reporting requirements ends with submission of the report corresponding to the last year covered with in the project implementation life.

**18.2.** GRANTEE shall also promptly complete and return any surveys or other requested information required by the ICAPCD.

**18.3.** Noncompliance with these reporting requirements shall result in mandatory on-site monitoring and/or inspection by the ICAPCD.

**19. EMISSION REDUCTION CREDITS.**

**19.1.** Throughout the Agreement term, the PROJECT must not be used to generate credits or compliance extensions, and must be excluded when determining regulatory requirements.

**19.2.** GRANTEE acknowledges that receipt of the funding awarded herein prohibits GRANTEE from applying for any type of emission reduction credit program for this PROJECT, including but not limited to:

**19.2.1.** Emission Reduction Credit (ERC);

**19.2.2.** Mobile Emission Reduction Credit (MERC); and/or

**19.2.3.** Certificate of Advanced Placement (CAP).

**19.3.** The above prohibition shall apply to all emission reduction credit programs managed by any Air Quality Management or Air Pollution Control Districts within the State.

**20. COOPERATION IN DETERMINING EMISSION BENEFITS.**

By executing the Agreement, the GRANTEE understands and agrees to use the PROJECT according to the terms of the Agreement and to cooperate with the ICAPCD and CARB in implementation, monitoring, enforcement, and other efforts to assure the emissions benefits are impactful to the needs of the communities in which the PROJECT will operate, and that the PROJECT is responsive to identified community priorities and guidance.

**21. SUSPENSION OF AGREEMENT.**

ICAPCD's Contract Manager shall have the authority to suspend this Agreement, in whole or in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of GRANTEE to perform any provision of this Agreement.

**22. ABILITY TO PERFORM.**

**22.1.** Any failure by either PARTY to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other PARTY, unless such period is extended by mutual written consent, shall constitute a default under this Agreement. Any notice given pursuant to this section shall specify the nature of the alleged failure and, where possible, the manner in which the failure may be satisfactorily cured.

**22.2.** Upon failure to cure as herein provided, the party alleging the failure may terminate this Agreement or institute legal or equitable proceedings to enforce this Agreement.

**22.3.** GRANTEE shall not have the right to transfer all or any portion of its interest, rights and obligations under this Agreement except in conjunction with the transfer of a like interest in the GRANTEE. Any transfer of an equity interest in the GRANTEE shall require assumption by the transferee of a proportional part of the rights and obligations hereunder. Notwithstanding such transfer,

GRANTEE shall remain responsible for the full performance of the rights and obligations imposed upon GRANTEE herein.

**23. TERMINATION.**

**23.1.** Any failure by either PARTY to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other PARTY, unless such period is extended by mutual written consent, shall constitute a default under this Agreement. Any notice given pursuant to this section shall specify the nature of the alleged failure and, where possible, the manner in which the failure may be satisfactorily cured.

**23.2.** Upon failure to cure as herein provided, the PARTY alleging the failure may institute legal or equitable proceedings to enforce this Agreement.

**24. ON-SITE INSPECTIONS AND AUDITS.**

**24.1.** GRANTEE agrees that the ICAPCD, CARB, or their designee shall have the right to access the PROJECT to perform an inspection and/or audit necessary for monitoring and enforcement during the term of this Agreement.

**24.2.** The ICAPCD and CARB shall have the authority to fine GRANTEE and/or seek any other remedies available under the law for noncompliance with CAP Incentives Program requirements or failure to fully perform under this Agreement.

**24.3.** GRANTEE shall furnish ICAPCD or CARB with every reasonable opportunity for ICAPCD or CARB to ascertain that the work being performed by GRANTEE is in accordance with the requirements and intentions of this Agreement. The inspection of such work shall not relieve GRANTEE of any of its obligations to fulfill its Agreement as prescribed.

**25. INTEREST OF GRANTEE.**

**25.1.** GRANTEE covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

25.2. GRANTEE covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed.

25.3. GRANTEE certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of ICAPCD.

26. **INDEMNIFICATION.**

To the greatest extent permitted by law, GRANTEE agrees to indemnify, defend, protect and hold harmless ICAPCD and its representatives, officers, directors, designees, employees, successors and assigns from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind, which are in any manner in whole or in part, or which are caused or contributed to in whole or in part, or which are claimed to be caused or contributed to in whole or in part even though such claims may be groundless, false, or fraudulent, by any willful misconduct or negligence or anyone acting under GRANTEE's direction in connection with or incident with the services provided hereunder, unless the same be caused by the sole or concurrent negligence or willful misconduct of ICAPCD.

27. **INSURANCE REQUIREMENTS.**

27.1. GRANTEE hereby agrees, at its sole cost and expense, to obtain and maintain in full force during the entire term of this Agreement (or extended term thereof) the following types of insurance as detailed below:

27.1.1. Commercial General Liability. Coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence including but not limited to accidents, including personal injury, death, and property damage.

27.1.2. Commercial Automobile Liability. Coverage in a minimum amount of one million dollars (\$1,000,000) combined single limit.

27.1.3. Professional Liability.

Workers' Compensation.

(a) Coverage, if applicable, in full compliance with California statutory requirements, for all employees of GRANTEE

(b) Prior to the commencement of any work, GRANTEE shall sign and file with ICAPCD the following certification: "I am aware of the provisions of California Labor Code §§3700 et seq. which require every employer to be insured against liability for workers' compensation or to undertake self-

insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- (c) This certification is included in this Agreement and signature of the Agreement shall constitute signing and filing of the certificate.
- (d) GRANTEE understands and agrees that any and all employees, regardless of hire date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning any work on the PROJECT.
- (e) Worker's Compensation coverage shall not be required if GRANTEE does not, at any time, have any employees during the term of this Agreement, and any extension thereof.
  - (i) If GRANTEE does not have any employees, initial here\_\_\_\_\_.
  - (ii) Should status change, GRANTEE shall immediately notify ICAPCD in writing and comply with the insurance requirements above.

**27.14. Employers Liability.**

- (a) Coverage, if applicable, in the minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and disease.
- (b) Employer's Liability coverage shall not be required if GRANTEE does not, at any time, have any employees during the term of this Agreement, and any extension thereof.
  - (i) If GRANTEE does not have any employees, initial here\_\_\_\_\_.
  - (ii) Should this status change, GRANTEE shall immediately notify ICAPCD in writing and comply with the insurance requirements above.

**27.2. Special Insurance Requirements. All insurance required shall:**

- 27.2.1.** Be procured from California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide, acceptable to ICAPCD. A rating of at least A-VII shall be acceptable to ICAPCD; lesser ratings must be approved in writing by ICAPCD.

- 27.2.2.** Be primary coverage as respects ICAPCD and any insurance or self-insurance maintained by ICAPCD shall be in excess of GRANTEE’s insurance coverage and shall not contribute to it.
- 27.2.3.** Name the Imperial County Air Pollution Control District and the County of Imperial and their officers, employees, and volunteers as additional insured on all policies, except Workers' Compensation insurance, and provide that ICAPCD may recover for any loss suffered by ICAPCD due to GRANTEE’s negligence.
- 27.2.4.** State that it is primary insurance and regards ICAPCD and County of Imperial as additional insureds and contains a cross-liability or severability of interest clause
- 27.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to ICAPCD. GRANTEE may not terminate such coverage until it provides ICAPCD with proof that equal or better insurance has been secured and is in place. Cancellation or change without prior written consent of ICAPCD shall, at the option of ICAPCD, be grounds for termination of this Agreement.
- 27.3. Additional Insurance Requirements.**
- 27.3.1.** ICAPCD is to be notified immediately of all insurance claims. ICAPCD is also to be notified if any aggregate insurance limit is exceeded.
- 27.3.2.** The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:
- (a)** Includes contractual liability;
  - (b)** Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU Hazards;"
  - (c)** Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured;
  - (d)** Does not contain an "excess only" clause which require the exhaustion of other insurance prior to providing coverage;

- (e) Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance;
- (f) Includes ICAPCD and County of Imperial as additional insureds.
- (g) States that it is primary insurance and regards ICAPCD and County of Imperial as additional insureds and contains a cross-liability or severability of interest clause.

**27.4.** Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, GRANTEE shall, if requested by ICAPCD, provide ICAPCD satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

**27.5.** Certificates of Insurance. GRANTEE agrees to provide ICAPCD with the following insurance documents on or before the effective date of this Agreement:

**27.5.1.** Complete copies of certificates of insurance for all required coverages, including additional insured endorsements, shall be attached hereto as **Exhibit "C"** and incorporated herein.

**27.5.2.** The documents enumerated in this Paragraph shall be sent to the following:

County of Imperial  
Risk Management Department 940  
Main Street, Suite 101  
El Centro, CA 92243

and

Imperial County Air Pollution Control District 150  
South 9th Street  
El Centro, CA 92243

**27.6.** Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude GRANTEE from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

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**28. INDEPENDENT CONTRACTOR.**

- 28.1.** Nothing contained herein shall be construed to create, and the PARTIES hereto expressly disclaim any intent to create, any form of agency relationship, joint venture, or partnership.
- 28.2.** GRANTEE on its own behalf, and on the behalf of its agents and employees, agrees that GRANTEE is acting as an independent contractor, and not as an agent, officer or employee of ICAPCD.
- 28.3.** GRANTEE is not an employee of ICAPCD and is only responsible for the requirements and results specified by this Agreement.
- 28.4.** GRANTEE shall be responsible to ICAPCD only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to ICAPCD's control with respect to the physical actions or activities of GRANTEE in fulfillment of the requirements of this Agreement.
- 28.5.** GRANTEE is not, and shall not be, entitled to receive from, or through, ICAPCD, and ICAPCD shall not provide, or be obligated to provide, GRANTEE with Workers' Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of ICAPCD.
- 28.6.** GRANTEE shall not be entitled to have ICAPCD withhold or pay, and ICAPCD shall not withhold or pay, on behalf of GRANTEE, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any federal, state, or local law or regulation.
- 28.7.** GRANTEE shall not be entitled to participate in, or receive any benefit from, or make any claim against any ICAPCD fringe benefit program, including, but not limited to, ICAPCD's pension plan, medical and health care plan, dental and eye care plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to ICAPCD's employees.
- 28.8.** ICAPCD shall not withhold or pay, on behalf of GRANTEE, any federal, state, or local tax, including, but not limited to, any personal income tax, owed by GRANTEE.

**28.9.** GRANTEE is, and at all times during the term of this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of ICAPCD.

**28.10.** GRANTEE shall not have the authority, express or implied, to act on behalf of, bind, or obligate ICAPCD in any way without the written consent of ICAPCD.

**29. ASSIGNMENT.**

Neither this Agreement nor any duties or obligations hereunder shall be assignable by GRANTEE without the prior written consent of ICAPCD.

**30. NON-DISCRIMINATION.**

**30.1.** During the performance of this Agreement, GRANTEE and its subcontractors GRANTEE shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave.

**30.2.** GRANTEE and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

**30.3.** GRANTEE and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).

**30.4.** The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

**30.5.** The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

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**30.6.** GRANTEE and its subcontractors shall give written notice of their obligations under Section 30 to labor organizations with which they have a collective bargaining or other agreement.

**30.7.** GRANTEE shall include the nondiscrimination and compliance provisions of Section 30 in all subcontracts to perform work under this Agreement.

**31. NOTICES.**

**31.1.** Any notice by either PARTY to the other shall be personally delivered to the PARTY or sent by certified mail, return receipt requested, to the addresses set forth below:

ICAPCD:  
Imperial County Air Pollution Control District  
150 South 9th Street  
El Centro, CA 92243  
Telephone: 442-265-1800  
Attn: Belen Leon-Lopez,  
Air Pollution Control Officer

GRANTEE:  
City of Westmorland  
355 South Center Street  
Westmorland, CA 92281  
Telephone: 760-344-3411  
Attn: Laura Bryant  
City Manager

and

Imperial County Air Pollution Control District  
Clerk of the District Board of Directors  
940 West Main Street, Suite 209  
El Centro, CA 92243  
Attn: Cynthia Medina, Clerk of the Board of Supervisors

**31.2.** Notice shall be deemed to have been delivered only upon receipt by the PARTY, seventy-two (72) hours after deposit in the United States mail, or twenty-four (24) hours after deposit with an overnight carrier.

**31.3.** The addressees and addresses for purposes of this Section may be changed to any other addressee and address by giving written notice of such change. Unless and until written notice of change of addressee and/or address is delivered in the manner provided in this Section, the addressee and address set forth in this Agreement shall continue in effect for all purposes hereunder.

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**32. ENTIRE AGREEMENT.**

This Agreement contains the entire contract between ICAPCD and GRANTEE relating to the transactions contemplated and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

**33. MODIFICATION.**

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both PARTIES.

**34. CAPTIONS.**

Captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms thereof.

**35. PARTIAL INVALIDITY.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**36. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

- 36.1.** As used in this Agreement, and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include all genders.
- 36.2.** GRANTEE as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include the singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity.
- 36.3.** All covenants herein contained on the part of GRANTEE shall be joint and several if more than one person, firm, or entity executes the Agreement.

**37. LIMITATIONS.**

- 37.1.** This Agreement and any funding awarded to GRANTEE hereunder are subject to the provisions and limitations imposed by the California Health and Safety Code.
- 37.2.** ICAPCD shall have no liability for any funding or expenses that are found to be in contravention to the California Health and Safety Code.

**37.3.** GRANTEE shall reimburse DISTRICT for any funding and expenses paid by DISTRICT to GRANTEE that are later determined to be in contravention to the California Health and Safety Code.

**38. NON-ASSIGNABLE.**

No performance to be rendered or payment due under this Agreement may be delegated or assigned.

**39. WAIVER.**

No Waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

**40. CHOICE OF LAW.**

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into in Imperial County, California. To the extent permitted by law, any action brought by either PARTY with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

**41. AUTHORITY.**

**41.1.** Each individual executing this Agreement on behalf of GRANTEE represents and warrants that:

**41.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of GRANTEE; and

**41.1.2.** Such execution and delivery is in accordance with the terms of any Articles of Incorporation or Partnership, by-laws, or Resolutions of GRANTEE and;

**41.2.** This Agreement is binding upon GRANTEE accordance with its terms.

**41.3.** GRANTEE shall deliver to ICAPCD evidence acceptable to ICAPCD of the foregoing within thirty (30) days of execution of this Agreement.

**42. COUNTERPARTS.**

This Agreement (as well as any amendments hereto) may be executed in any number of counterparts, each of which when executed shall be an original, and all of which together shall constitute one and the same Agreement. No counterparts shall be effective until all PARTIES have executed a counterpart hereof.

**43. REVIEW OF AGREEMENT TERMS.**

This Agreement has been reviewed and revised by legal counsel for both ICAPCD and GRANTEE, and no presumption or rule that ambiguities shall be construed against the drafting PARTY shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

**44. NON-APPROPRIATION.**

This Agreement is based upon the availability of public funding. In the event that public funds are unavailable and not appropriated for the performance of the work set forth in this Agreement, the Agreement shall be terminated without penalty after written notice to GRANTEE of the unavailability and/or non-appropriation of funds.

[Signatures on Following Page]

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

**Imperial County Air Pollution Control District**

**City of Westmorland**

By: \_\_\_\_\_  
Peggy Price, Chairwoman  
District Board

By: \_\_\_\_\_  
Justina Cruz,  
City Mayor

**ATTEST:**

\_\_\_\_\_  
Cynthia Medina, Clerk of the District Board,  
Imperial County Air Pollution Control District

**APPROVED AS TO FORM:**

Geoffry P. Holbrook,  
County Counsel

By: \_\_\_\_\_  
Kelly Ranasinghe,  
Deputy County Counsel

EXHIBIT “A”  
Scope of Work

RECEIVED

OCT 31 2025

AIR POLLUTION  
CONTROL DISTRICT

**Application for Proposals:  
Paving Projects**

**Imperial County Community Emissions Reduction Program (CERP) for the  
North End Phase 1 Community**



The Imperial Community Emissions Reduction Program (CERP) for the North End Phase 1 Community and associated emission and exposure reduction projects are part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.

## Paving Project Proposal Application

Date	<u>October 31, 2025</u>
Project	<u>Paving Over Dust: Westmorland 7th Street Widening</u> Please give your project a brief title
Beneficiary	<u>City of Westmorland</u> Who benefits from this project? (ex. City of Westmorland)

## Applicant Information

Name	<u>Laura Fischer</u>
Agency	<u>City of Westmorland</u>
Company	<u></u>
Title	<u>City Manager</u>
Address	<u>355 South Center Street</u>
City	<u>Westmorland, CA 92281</u>
State	<u>CA 92281</u>
Zip Code	<u>92281</u>

## Contact Information

Telephone	<u>(760) 344-3411</u>
E-mail	<u>lfischer@cityofwestmorland.net</u>
Other	<u>rbarajas@cityofwestmorland.net</u>

## Project Summary

Please use this section to briefly describe your project. Indicate in this section how your project will meet environmental goals or have an environmental benefit.

Paving Over Dust: Westmorland 7th Street Widening project is a street improvement project to widen 7th Street to the standard 40' roadway and install sidewalks on the north and south sides of the widened roadway as needed. The primary goal of the project is to reduce dust exposure for residents, especially children, elderly residents and pedestrians, who currently walk and bike along the unpaved shoulders. Seventh Street is a vital connection to homes, schools, the U.S. Post Office, businesses. Seventh Street also serves as an alternative route to congested Highway 78.

Existing conditions include narrow road lanes that in most of the project area will only accommodate on street parking of one car width and one lane of vehicle travel. The project area also has several sections without a sidewalk or walkway improvements, and dirt shoulders that generate significant dust when used for walking, biking, parking, or vehicle traffic. The project will include the installation of curb and gutter, a 5-foot sidewalk, ADA compliant ramps, crosswalks, signage, striping, new asphalt pavement, and pavement surface grade adjustments to align with the new sidewalk construction. The proposed scope of work will eliminate dust-prone surfaces and improve safety. Paving the dirt shoulder to increase the roadway width to 40 feet, along with installing cement curb gutters, sidewalks, ADA accessible crosswalks and signage will improve the health and safety of the entire community of Westmorland.

Currently the Westmorland school district does not provide student transportation (pick up/drop off) to this section of the city. The project will ensure pedestrians, including school age children, will be able to use the sidewalk safely and not have to breathe the road dust. This project will significantly reduce dust exposure, a known asthma trigger, while improving walkability and safety of the roadway, delivering direct health and mobility benefits to nearly half of Westmorland's population, including children, seniors, and residents with limited mobility access.

### Scope of Work

#### Describe the type of paving project:

X Unpaved Road(s)    Unpaved Parking Lot(s)    X Other (specify) Widen 7<sup>th</sup> Street and construct sidewalks

#### Identify the location of the project site

i.e., address, Assessor Parcel Number (APN), and/or cross streets

The City of Westmorland is located in the northwestern section of Imperial County. Seventh Street is on the north side of town as shown in the attached Vicinity Map (attachment B). The end cross streets for this project are Martin Road and Center Street. The project includes streets connections to 7<sup>th</sup> Street at "J", "I", "H", "G", "F" Streets. This project is under the City's control as municipal streets fall under city governments, which handle planning, construction, and maintenance. Under the California Streets and Highways Code 1806, cities can lay out, widen, and improve streets using a mix of local taxes, state allocations, and federal grants. A map showing the 7th Street Right Of Way (ROW) is attached (attachment C).

Cities must ensure compliance with the California Vehicle Code, which regulates traffic control devices, speed limits, and pedestrian safety. They also control parking, one-way street designations, and traffic calming measures.

The project will require relocating power poles and lines owned and operated by the Imperial Irrigation District (IID). The City of Westmorland met with the IID to discuss our project proposal, and the IID was supportive and provided a rough cost estimate to relocate the poles.

#### Describe the current use of the project site ex. unpaved staff parking lot, unpaved access road, unpaved fire lane, etc

7th Street runs along the northern edge of the City of Westmorland there are 139 apartments and/or homes with direct or exclusive access on 7<sup>th</sup> Street. The project area serves as a key local connector and is a busy corridor used by the entire community. It functions as an alternative route running parallel to Highway 86, which many local residents use when the highway gets congested with truck and other traffic.

There are 83 homes located on the north side of 7th Street, and for those residents, this road is the only access to their properties. There are an additional 56 homes or apartments with access on 7<sup>th</sup> Street. The people who live in this area, including elderly residents also rely on this street to reach businesses in town.

Every resident must travel into the City of Westmorland to pick up their mail at the Post Office as there is no mail delivery in this area. Additionally, there are no school bus service for elementary children who live in this area and parents of many elementary children drive to school for drop off and pick up. Some of the older children use 7<sup>th</sup> street to walk and bike to school, however there are many areas without sidewalks, which force the children to walk or ride their bikes in the street. Westmorland teen students attend high school in Brawley and there is a bus stop for high school students in the area.

While some of the street is paved, it is narrow and does not meet the width requirements for a two-way city street. It has several unpaved dirt shoulders that function as the sidewalks for residents, bike lanes for kids, and passing lanes for traffic. In several areas, the street narrows to about 20 feet, forcing residents, children, and seniors to walk and bike on unpaved road shoulders. There are usually cars parked in this walking area and cars move on to the unpaved shoulders to pass. These dirt areas generate significant dust, especially when kids walk or ride bikes to and from school, or when cars pass each other. The dust gets kicked up daily, and residents frequently complain about the poor air quality and visibility.

Children regularly use 7th Street to walk or bike to school on the opposite side of town, but the narrow roadway and lack of paved sidewalks force them into the dirt shoulders, increasing safety risks and dust exposure. The 7<sup>th</sup> Street also leads to the Westmorland Elementary School and the school's baseball field, and a community park.

Currently, the site functions as an access road and as a detour road with unpaved shoulders used for walking, biking, passing and informal parking. The lack of proper pedestrian infrastructure and dust control creates daily mobility and health challenges for residents.

**Describe the existing condition of the project site - i.e., surface conditions, accessibility issues**

7th Street runs along the northern edge of Westmorland and is accessible by both car and foot. The street connects homes, schools, and downtown businesses, but accessibility is limited due to its narrow width, shrinking to just 20 feet in some sections, which makes it difficult for vehicles and pedestrians to safely share the road. The street has no ADA ramps, limited sidewalks and poor lighting.

While the main roadway is paved, the surface conditions is poor with many potholes and the pavement is inconsistent. Most of the shoulders and sidewalk areas are unpaved, consisting of loose dirt. In places where sidewalks are missing on one or both sides, pedestrians and cars use the dirt shoulders. These areas generate a lot of dust, especially when cars pass each other or when children kick up dirt while biking and walking. In wider sections, vehicles use the dirt shoulders to maneuver around parked cars or oncoming traffic, further contributing to dust and safety concerns.

The street has a few stop signs but lacks consistent pedestrian sidewalk infrastructure. The combination of narrowing lanes, unpaved shoulders, missing sidewalks and ADA ramps creates daily challenges for safe access and mobility and dust issues.

**Describe any existing mitigation measures currently implemented.**

Please include any measure implemented to reduce visible dust emissions in terms of application, frequency and type. (ex. entire lot is watered twice per day).

No mitigation measures are currently in place to minimize dust generation and dust exposure.

Size of paving project (miles, acres, or square footage) The 7<sup>th</sup> Street paving project consists of widening the existing roadway to a 40' wide paved street that includes construction of 38,415 SF of new asphalt paving and the 13,270 square feet of 5 foot wide sidewalk.

Current vehicle use of the project (# vehicles per day or event, frequency of use) See Attached Traffic Analysis (Attachment F)

Identify the type of documentation available to help substantiate vehicle miles

Visitor Records \_\_\_\_\_

Traffic Counter \_\_\_\_\_

Other (specify) Attached Traffic Analysis for vehicle miles traveled  
(Attachments F & E)

Identify the expected vehicle use of the project once paved Traffic is expected to increase by and additional 25% once 7<sup>th</sup> Street has been widened to a 40' roadway with sidewalks and traffic signage.

**Provide a list of sensitive receptors (i.e., schools, daycares, residences) within 1,000 feet of the project**

Name of Location	Distance from Project
120 units (including low-income) Redondo I & II Apartments with a kids playground area	32 units of the complex are facing 7 <sup>th</sup> Street. The remaining units are 400 feet to the south of 7 <sup>th</sup> St.
15 Units Senior Home	300 feet from 7 <sup>th</sup> Street
St Joseph Catholic Church	340 feet from 7 <sup>th</sup> Street
446 Private Residences	Total number of homes impacted within 1000 feet of project site is 446. 139 homes adjacent to or facing 7 <sup>th</sup> Street and an additional 307 homes within 1000 feet of the project area.

## Scope of Work – Continued

### Describe the project goals and objectives

Paving Over Dust: Westmoreland 7th Street Upgrade Project will widen 7th Street to reduce dust exposure for Westmorland residents by paving the shoulders and constructing sidewalks in currently unpaved areas, while also enhancing pedestrian and vehicle safety through improved street design and infrastructure.

The goals of the 7th Street paving project are to address the unpaved, unsafe, and poor traveling conditions of the street that residents, particularly children and older adults, who use the street to move around the community. The street is a travel corridor that allows residents and community members to travel from one side of the community to the other. This travel corridor generates a lot of dust, impacting people who live there and who travel this road.

Specifically, the project will widen the existing roadway, and the pavement structural section will consist of an aggregate base section with new A.C. pavement designed to match the existing street section. On both sides of the roadway, 5-foot-wide sidewalks will be constructed, and residential/commercial driveways will be constructed/repared with curb and gutter to mitigate local ponding and maintain a consistent flowline, thereby reducing the potential for pavement failure.

To ensure pedestrian safety, ADA-compliant ramps will be added at crosswalks, and new signage will be placed, including speed limit signs and an additional stop sign near F Street.

Utility coordination is one of the project components. On the north side of 7th Street, an underground canal managed by the Imperial Irrigation District (IID) runs from C Street to Martin Street. Several utility poles remain in the path of the proposed widening. These poles will need to be relocated, and IID has agreed to assist with the move. Additionally, a collection box near Central Street may need to be relocated to accommodate the new street layout.

The project will require an Imperial Irrigation District encroachment permit and include construction management services to oversee implementation. Design and engineering work will be integral to the planning phase.

**Describe any co-benefits the project may have**

(ex. improved accessibility, improved surface conditions, sustainable features).

Currently, the street has no sidewalks, crosswalk signage, shoulders, or gutters on the unpaved sections of the road. Paving the dirt shoulder road, along with installing cement curb gutters, sidewalks, crosswalks and signage, pedestrians will be able to use the street safely and not have to breathe the road dust caused by vehicles using the road. The project will provide improved accessibility for pedestrians and children (including pedestrians with mobility needs) for walking, biking and safe crossing, vehicle accessibility with wider lanes, overall improved conditions of the road and visibility by reducing dust emissions.

Dust, specifically the microscopic allergens within it, is a major trigger for asthma symptoms and a significant risk factor for developing the condition. [According to the CDC](#), Imperial County has a 12% rate of adult asthma. At its peak in 2010, data for asthma emergency department visits in Imperial County had 92.34 cases per 10,000 people. By 2023, the rate had dropped to 38.87 cases per 10,000 people, which is steadily increasing from the low of 26.7 cases in 2020 ([Asthma Emergency Department Visits, 2025](#)).

Residents, seniors, low-income families living nearby, children who walk and bike to school, and churchgoers will not be exposed to dust pollution from vehicles using the street. The paving project will mean less wear and tear on the road itself as the paving materials are more durable than bare dirt. Given that 32% of the community are under the age of 18, and 14% are 65 and older, almost 50% of the community members will benefit from this paving project.

Co-benefits of this project that paves 7th Street include improved accessibility for community members with mobility challenges to community destinations. The project will install cement curbs and sidewalks, as well as provide crosswalks and signage along frequently used routes through the community. These improvements will facilitate community members who ride, bike, and use mobility aids like wheelchairs, strollers, knee scooters, and walkers. Having sidewalks, curbs, crosswalks and signage will help drivers to see pedestrians and other travelers more easily, particularly for those crossing the street on the way to their destinations. Having a paved road surface will also improve overall visibility on the street. Pedestrians using sidewalks means that people will not be walking or being in the road at the same time as vehicles.

Provide an estimated timeline for project implementation, assuming the project is notified of grant approval within 60 days of submittal of this application.

<b>PROJECT A</b> <b>7TH STREET WIDENING FROM CENTER STREET TO MARTIN ROAD</b> <b>SCHEDULE OF EVENTS (TENTATIVE)</b> <b>DATE: OCTOBER 7, 2025</b>		
ITEM NO.	ITEM	SCHEDULE
1	Receive a grant approval from the Imperial County Community Emissions Reduction Program (CERP).	Monday, January 5, 2026
2	Solicitation/RFP Design Engineering Services.	Monday, January 19, 2026 through Wednesday, February 4, 2026
3	Design Phase - Preparation of Design Plans, Specifications, and Estimates.	Thursday, February 5, 2026 through Tuesday, May 5, 2026
4	Approval of the plans, specifications, and cost estimate by the City Council and to move forward with the bidding phase of the project.	Wednesday, May 20, 2026
5	Prepare Cover Letter transmitting Legal Advertisement to the Desert Review. The Desert Review requires the Legal Advertisement 72 hours or 3 business days prior to the Advertising of the Project.	Friday, May 22, 2026
6	Complete printing of bid set plans, specifications and contract documents.	Friday, May 22, 2026
7	Project Advertisement for Bidding (posting on City's webpage and trade journals, and Newspaper - Desert Review (Wed.))	Wednesday, May 27, 2026 and Wednesday, June 3, 2026
8	Contact local contractors, subcontractors and material suppliers regarding the project.	Wednesday, May 27, 2026
9	Conduct <b>Mandatory</b> Pre-Bid Conference at <b>10:00 a.m.</b> at Westmorland City Hall, 355 South Center Street, Westmorland, CA 92281.	Friday, June 12, 2026
10	Conduct Bid Opening at 2:00 p.m. at Westmorland City Hall, 355 South Center Street, Westmorland, CA 92281.	Tuesday, July 7, 2026
11	Award Contract for Project Construction at the Regularly Scheduled Westmorland City Council Meeting.	Wednesday, August 5, 2026
12	Process Contract Documents. Receive Insurance Certificates, Performance Bond and Payment Bond from Contractor. Review of Insurance and Bond Documents by City Attorney. Execution of Agreement and Notice to Proceed after approval of Insurance and Bond Documents by City Attorney.	Thursday, August 6, 2026 through Wednesday, August 19, 2026
13	Review Project Submittal Documents.	Tuesday, August 11, 2026 through Monday, August 31, 2026
14	Conduct Pre-Construction Conference at Westmorland City Hall at 10:00 a.m.	Friday, August 21, 2026
15	Issue Notice to Proceed to Contractor.	Friday, August 21, 2026
16	Construction Start Day	Monday, August 31, 2026
17	Project Construction – 120 Calendar Days.	Monday, August 31, 2026 through Monday, December 28, 2026
18	Conduct Final Project Inspection with Contractor, Consultant City Engineer, and City of Westmorland Staff.	Monday, December 21, 2026
19	Contractor to address "Punch List" items and finish project construction.	Monday, December 28, 2026
20	File Notice of Completion at County of Imperial Recorder's Office.	Tuesday, December 29, 2026

Describe the measures that will be utilized to ensure completion of the project within the indicated time

The City of Westmorland is committed to completing this project within the indicated timeline. The city has a strong track record of delivering many projects over the years, including a recent successful completion of a public infrastructure project, a \$3.7 million water treatment facility. We are accountable to our residents. Local oversight through City Council and public pressure, especially for those who live on that street, are strong motivators. If our grant application is selected, this project will be highly visible to our residents.

Specifically, the City Manager and Public Works Director will provide experience project administration and implementation, ensuring coordination between contractors, engineers, and the Air District and maintaining open, proactive communication. The Public Works Department will manage contractor selection and enforce construction schedules with milestones and deliverables. City staff will conduct site visits and progress reviews to identify and resolve delays early.

Identify the key individuals responsible for project implementation and their roles.

Name	Title/Position	Project Role
Laura Fischer	City Manager	City manager has over 25 years of capital project development and will oversee overall project administration, including project initiation, coordination with the project team and the Air District, grant compliance, budget oversight, and reporting to funding agencies.
Ramiro Barajas	Public Works Director	Public works director will oversee implementation, including contractor coordination, construction oversight, procurement, scheduling, and ensuring the project meets technical and safety standards. Also responsible for coordinating with utility providers and managing field-level adjustments.

**Project Funding**

Describe the estimated eligible costs of the project:

Supplies, Equipment, and Materials \$587,351.00  
 Labor and Construction \$480,559.00  
 Signs and Interpretive Aids Communicating Information about the Project \$5,000.00  
 Total Eligible Project Cost \$1,072,910.00

Additional:

Non-Construction Costs (Up to 20% of Grant Request) \$214,582.00  
 Contingency Costs (Up to 20% of Grant Request) \$214,582.00

What is the requested funding amount for eligible project costs, Non-Construction costs and Contingency cost?  
\$1,276,763.00

How much additional funding has been secured for this project?

Amount: \$225,311.00 Source: Local Transportation Authority – Measure D

TOTAL PROJECT COST: \$ 1,502,074.00

Signature *Laura Fischer*  
 Date 10-29-25  
 Name/Title City Manager

## Project Commitment

The applicant commits to the following requirements:

- Applicant is the owner of the area to be paved or has authority to pave the area from a legally binding document such as a long-term lease agreement for the duration of the project life
- Applicant will maintain the project during the entire contract period, 10 years
- Applicant will make the project available for inspection if requested ICAPCD and/or CARB staff during the entire contract period, 10 years
- Project will be sufficiently utilized as demonstrated in the application
- All property taxes are current as of the time of this application
- Applicant will obtain any permits required to do the project
- Applicant or their sponsor has financial capacity to complete, operate, and maintain the project
- Any funds required from other sources will be available on the timeframe needed to carry out the project
- Photo documentation will be provided upon project completion
- Photo documentation will be provided annually to demonstrate ongoing project maintenance
- Project will comply with ICAPCD Rule 801
- Project will comply with ICAPCD Rule 805
- Project will comply with the applicable municipal codes and ordinances

Date 10-30-2025

Signature *Kaura Jucker*  
City manager



## COMMUNITY AIR PROTECTION INCENTIVES REGULATORY COMPLIANCE STATEMENT

As an applicant/participant of the Community Air Protection Incentives, I declare:

I am in compliance with, and will remain in compliance with, and do not have any outstanding/unresolved/unpaid Notices of Violations (NOV) or citations for any federal, state, or local air quality regulation including, but not limited to, the following:

- Cargo Handling Equipment Regulation
- Commercial Harbor Craft Regulation
- Drayage Truck Regulation (including dray-off trucks)
- In-Use Off-Road Diesel Vehicle Regulation
- Marine Shore Power Regulation
- Off-Road Large Spark Ignition Fleet Regulation
- Portable Diesel Airborne Toxic Control Measure
- Public Agency and Utility Rule
- Sleeper Berth Truck Idling Regulation
- Solid Waste Collection Vehicle Regulation
- Statewide Truck and Bus Regulation
- Stationary Engine Airborne Toxic Control Measure
- Transit Fleet Rule

I certify under penalty of perjury that the information provided is accurate.

**Authorized Signature:** *Laura Fischer*      **Date:** 10.29.25

1. Authorized Representative's Name: Laura Fischer		
2. Authorized Representative's Title: City Manager		
3. Legal Owner Name:		
4. Company Name: City of Westmorland		
5. Street Address: 355 South Center Street		
6. City: Westmorland	7. State: CA	8. Zip code:
9. Phone: (760) 344-3411	10. Email: lfischer@cityofwestmorland.net	

**CALIFORNIA AIR RESOURCES  
BOARD COMMUNITY AIR  
PROTECTION INCENTIVES  
DISCLOSURE STATEMENT**

Have you applied for or been awarded other grants for the listed in this application?	
<input type="checkbox"/> Yes, complete section below	<input checked="" type="checkbox"/> No, skip the remaining items in this table and sign below
Agency Applied to:	
Date of Application:	
Funding Amount:	
Project Included In This Request (list project location):	
Status of Application:	
<input type="checkbox"/> Cancelled	<input type="checkbox"/> Pending <input type="checkbox"/> Funded <input type="checkbox"/> Other, explain:

(photocopy this page when blank to complete if this project is included in separate funding/grant requests)

**By signing below, the Applicant hereby certifies the following:**

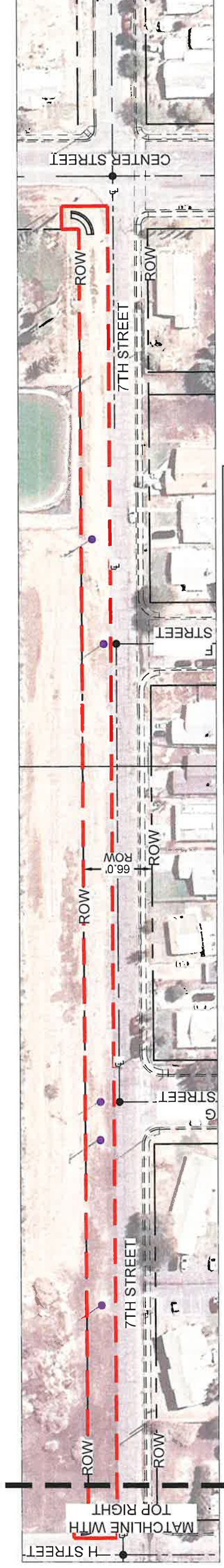
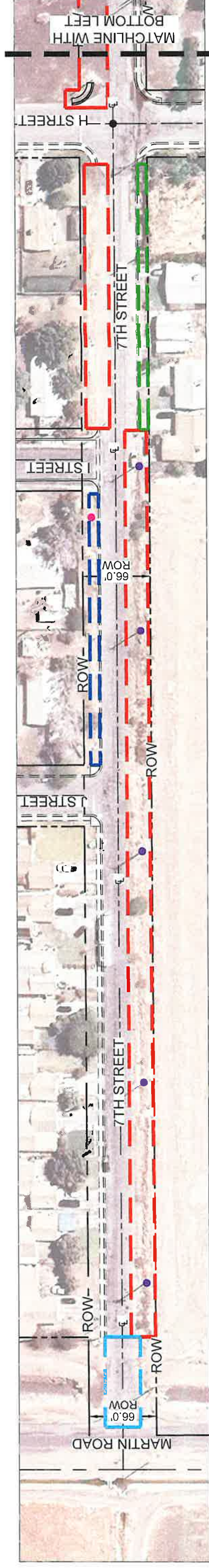
- (1) Applicant has disclosed to the Grantor/District any and all other grant or funding applications it has directly or indirectly submitted to any other air pollution control districts or air quality management districts for the same specific project.
- (2) Applicant agrees not to submit other Community Air Protection Incentives applications or sign other contracts or Grant Agreements for the same specific project with any other source of funds, including but not limited to, other state or local air pollution control district or the California Air Resources Board for a multi-district solicitation. Applicant further agrees and understands that this Grant Agreement shall, at a minimum, be immediately terminated and may result in the Applicant being banned from submitting future applications to any and all Community Air Protection Incentives administering air pollution control district or air quality management district if it is discovered that the Applicant has submitted multiple applications or signed multiple contracts or grant agreements, not previously disclosed, for the same project as set forth in this Grant Agreement.
- (3) Applicant has disclosed the value of any current financial incentive that directly reduces the project price, including tax credits or deductions, grants, or other public financial assistance, for the same project and certifies that the funding requested in the Grant Agreement has been reduced by the amount of this financial incentive.
- (4) Applicant understands that if it is found to be in violation of the terms and conditions of this Grant Agreement and/or this Disclosure Statement, the California Air Resources Board may levee fines and/or seek criminal charges to the fullest extent allowed by law against the Applicant, including but not limited to the Business and Professional Code and California Health and Safety Code Section 43016.

Printed Name of Responsible Party: <i>Laura Fischer</i>	Title: <i>City Manager</i>
Signature of Responsible Party: <i>Laura Fischer</i>	Date: <i>10-29-25</i>

# Attachment D

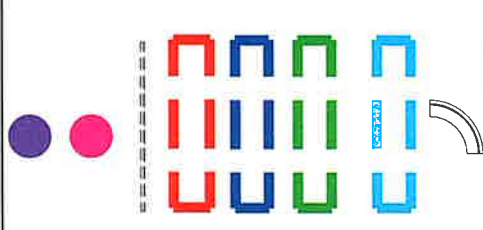


NOT-TO-SCALE



## LEGEND

1. EXISTING POWER POLES TO BE RELOCATED.
2. EXISTING CISTERN TO REMAIN.
3. EXISTING CURB AND GUTTER TO REMAIN.
4. ROAD WIDENING WITH PEDESTRIAN FACILITY INSTALLATION.
5. INSTALL PEDESTRIAN FACILITY ONLY.
6. PEDESTRIAN FACILITY INSTALLATION WITH EXISTING DRIVEWAY ACCESS MODIFICATIONS.
7. PAVEMENT TAPER TO MATCH EXISTING ROAD.
8. INSTALL NEW ADA ACCESSIBLE CURB RAMPS.



THIS SCHEMATIC DRAWING IS PREPARED FOR CONCEPT ONLY. RIGHTS-OF-WAY ARE NOT SHOWN ACCURATELY AND THE ACTUAL RIGHTS-OF-WAY ARE TO BE DETERMINED DURING THE DESIGN PHASE OF PROJECT.

EXHIBIT:



## PROJECT A : CITY OF WESTMORLAND 7TH STREET WIDENING AND PEDESTRIAN ACCESS IMPROVEMENTS BETWEEN MARTIN ROAD AND CENTER STREET

DATE: 10/14/25  
JOB NUMBER: 102.117

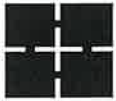
BY: C A G  
OF 3 SHEETS

**The Holt Group**  
ENGINEERING PLANNING SURVEYING

1601 N. Imperial Ave.  
201 E. Hobsonway  
El Centro, Ca 92243  
Blythe, Ca 92225  
760.337.3883  
760.922.4558

PROJECT: AB 617 GRANT APPLICATION  
CLIENT: CITY OF WESTMORLAND

# Attachment G



The  
Holt  
Group

1601 N. Imperial Ave.  
El Centro, CA 92243  
760.337.3883  
760.337.5997 (fax)  
www.theholtgroup.net

Municipal Design • Infrastructure Engineering • Construction Management • Land Surveying

CITY OF WESTMORLAND  
7TH STREET WIDENING AND PEDESTRIAN ACCESS IMPROVEMENTS  
BETWEEN MARTIN ROAD AND CENTER STREET  
PROJECT A  
DATE: OCTOBER 29, 2025  
THG PROJECT No 102.117

ENGINEER'S OPINION OF PROBABLE COST ESTIMATE

<u>Item No</u>	<u>Item</u>	<u>Units of Measure</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Total Amount</u>
<b>CONSTRUCTION COST</b>					
1	MOBILIZATION	LUMP SUM	--	--	\$ 50,000.00
2	CLEAR AND GRUB	LUMP SUM	--	--	\$ 10,000.00
3	DEMOLITION - SAWCUTTING OF PAVEMENT/P.C.C. INFRASTRUCTURE, REMOVAL AND DISPOSAL OF EXISTING PAVEMENT/P.C.C. INFRASTRUCTURE/NATIVE MATERIAL.	LUMP SUM	--	--	\$ 20,000.00
4	NATIVE SHOULDER BACKING	SYD	\$5.00	1,585	\$ 7,925.00
5	INSTALL NEW 4 INCHES OF A.C. PAVEMENT OVER 12 INCHES OF CLASS 2 BASE.	SF	\$10.00	38,415	\$ 384,150.00
6	INSTALL VARIABLE DEPTH A.C. PAVEMENT	SF	\$3.00	11,120	\$ 33,360.00
7	INSTALL 6-INCH P.C.C. CURB AND GUTTER.	LF	\$30.00	2,520	\$ 75,600.00
8	INSTALL 4 INCH THICK, 5 FOOT WIDE P.C.C. SIDEWALK	SF	\$15.00	12,840	\$ 192,600.00
9	INSTALL 4 INCH THICK P.C.C. ADA COMPLIANT CURB RETURN.	EACH	\$10,000.00	5	\$ 50,000.00
10	INSTALL 6 INCH THICK P.C.C. RESIDENTIAL DRIVEWAY.	SF	\$25.00	745	\$ 18,625.00
11	INSTALL 9 INCH THICK P.C.C. COMMERCIAL DRIVEWAY.	SF	\$30.00	155	\$ 4,650.00
12	RELOCATE EXISTING UTILITY POLES	EACH	\$10,000.00	13	\$ 130,000.00
13	SIGNAGE AND STRIPING	LUMP SUM	--	--	\$ 15,000.00
14	ADJUST EXISTING MANHOLE	EACH	\$1,000.00	5	\$ 5,000.00
15	INSTALLATION OF EROSION CONTROL BMP AND IMPLEMENTATION OF SWPPP	LUMP SUM	--	--	\$ 12,000.00
16	IMPLEMENT TRAFFIC CONTROL.		--	--	\$ 25,000.00

<u>Item No</u>	<u>Item</u>	<u>Units of Measure</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Total Amount</u>
<b>CONSTRUCTION COST</b>					
17	CONSTRUCTION STAKING	LUMP SUM	--	--	\$ 9,000.00
18	GEOTECHNICAL TESTING	LUMP SUM	--	--	\$ 25,000.00
( A ) ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST ESTIMATE					\$ 1,067,910.00
( B ) Supplies, Equipment, and Materials - 55% of ( A )					\$ 587,351.00
( C ) Labor and Construction - 45% of ( A )					\$ 480,559.00
( D ) Signs and Interpretive Aids Communicating Information about the Project					\$ 5,000.00
( E ) TOTAL ELIGIBLE PROJECT COST - SUM OF ( B ) through ( D )					\$ 1,072,910.00
<b>NON-CONSTRUCTION COST</b>					
( F ) PROJECT ADMINISTRATION - 8% of ( E )					\$ 85,833.00
( G ) CONSTRUCTION MANAGEMENT - 12% of ( E )					\$ 128,749.00
( H ) NON-CONSTRUCTION COST TOTAL - ( F ) + ( G )					\$ 214,582.00
( I ) CONTINGENCY - 20% of ( E )					\$ 214,582.00
( J ) TOTAL PROJECT COSTS - ( E ) + ( H ) + ( I )					\$ 1,502,074.00
( K ) REQUESTED FUNDING AMOUNT - 85% of ( J )					\$ 1,276,763.00
( L ) CITY OF WESTMORLAND COST SHARING - 15% of ( J )					\$ 225,311.00



## CITY OF WESTMORLAND

355 South Center Street • Post Office Box 699  
Westmorland, California 92281  
Tel: (760) 344-3411 • Fax (760) 344-5307  
[info@cityofwestmorland.net](mailto:info@cityofwestmorland.net)

October 29, 2025

Imperial County Air Pollution Control District  
150 South Ninth Street  
El Centro, CA 92243  
Attention: Adriana Carrillo, Special Projects Coordinator II

Regarding: City of Westmorland Application for AB 617 Paving Projects Application

Dear Ms. Carrillo;

The City of Westmorland is submitting three grant applications in response to the Request for Proposals for AB617 Paving Projects. When reviewing the application and grant requirements we noticed that the project cost will be reimbursed upon completion of the project. The City's has secured an Engineer's Probable Cost Estimate for each project submitted.

- The largest project: Paving Over Dust: Westmorland 7<sup>th</sup> Street Widening has a total estimated cost of \$1,502,074.
- The second largest project: Westmorland Clean Air, Safe Access: Westmorland Parking Lot Improvement Project estimated cost of \$740,866
- The third largest project: Dust-Free School Route: Paving the Way for Westmorland Families estimated cost of \$712,635.

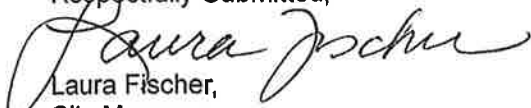
We hope to complete all three of these projects within the project completion deadline, which would require that the city work on the three projects simultaneously, if all three projects are awarded. When doing so, the city could be paying up to \$2,955,575 of upfront cost before we receive any reimbursement from the grantor.

As we are a small, disadvantaged community with limited resources, we respectfully request that progress payments be made to the city during project construction regardless of number of awarded projects and the total funding amount. The city will submit any reimbursement request forms with backup documentation showing the progress made, and the certified project reimbursement documents to the APCD and request payment to the City of Westmorland.

We look forward to working with the County APCD and the AB 617 community to complete these much needed paving projects in the city of Westmorland.

Should you have any questions, please don't hesitate to reach out to me at 760-344-3411 (office) or 760-791-0949 (cell).

Respectfully Submitted,

  
Laura Fischer,  
City Manager

**EXHIBIT “B”**  
**Request for Proposals**

**Imperial County Air Pollution Control District –  
Request for Proposals (RFP) for  
AB 617 Paving Projects**

The Imperial County Air Pollution Control District (ICAPCD) is accepting proposals to reduce particulate matter emissions (PM10 and PM2.5) from paving unpaved lots and roads within the Assembly Bill (AB) 617 Community Corridor of Brawley-Westmorland-Calipatria. Proposals must be in accordance with the Imperial County Air Pollution Control District Project Plan for the Paving Program, with applicants committing to the following criteria in order to be considered for funding grants:

- *Applicant must be the owner of the area to be paved or have authority to pave the area from a legally binding document such as a long-term lease agreement for the duration of the project life.*
- *Applicant must maintain the paved area and make project available for inspection if requested by ICAPCD and/or CARB staff during the entire contract period.*
- *Paved area must be sufficiently utilized as demonstrated in the application.*
- *All property taxes must be current at the time of application and recipient is responsible for obtaining any permits required to do the project.*
- *Applicant or their sponsor must have the financial capacity to complete, operate, and maintain the project.*
- *If selected, applicant must provide proof of bid advertisement (e.g., newspaper).*
- *Project must meet all State of California and Imperial County Paving regulations.*
- *With exception of schools, cost sharing is required for municipal entities and non-profit organizations at 15% of total eligible project costs (i.e., AB 617 incentive funds will cover maximum of up to 85% of eligible project costs) and private and any other entities at 40%.*

Routine maintenance and rehabilitation projects **are not eligible for funding**, and applicants may not claim emission reduction credits from the project during contract period. All proposals are due to the ICAPCD no later than the **close of business (5:00 pm) on Friday October 31, 2025**, unless prior alternate arrangements are made with the ICAPCD. Please submit a hard copy of your proposal(s) to the following at ICAPCD:

**Adriana Carrillo  
Special Projects Coordinator II  
150 South Ninth Street  
El Centro, CA 92243**

Applications, and the ICAPCD Project Plan for the Paving Program which includes all Program Requirements, can be found at <https://www.icab617community.org/>. Please contact Adriana Carrillo with any questions regarding this RFP at (442) 265-1800 or [adrianacarrillo@co.imperial.ca.us](mailto:adrianacarrillo@co.imperial.ca.us).

EXHIBIT “C”  
Certificates  
of Insurance

# City of Westmorland

## REPORT TO City Council

**MEETING DATE:** March 18, 2026

**FROM:** Laura Bryant, Manager

**SUBJECT:** Authorize The Holt Group to provide professional design, engineering, bidding and construction management services in an amount not to exceed \$281,100.

**ISSUE:**

Shall the City Council authorize The Holt Group to provide professional design, engineering, bidding and construction management services in an amount not to exceed \$281,100?

**GENERAL MANAGER'S RECOMMENDATION:**

It is recommended that the City Council authorize The Holt Group to provide professional design, engineering, bidding and construction management services in an amount not to exceed \$281,100.

**FISCAL IMPACT:**

On September 17, 2025, council authorized the submittal of the application for grant funding for 7<sup>th</sup> Street Widening Project, which included the matching amount and use of Measure D LTA funds.

On February 23, 2026 the AB 617 Committee awarded the City of Westmorland 7<sup>th</sup> Street Widening Project grant funding in the amount of \$1,276,762.00. The total project cost is estimated at \$1,502,074 and the city's 15% match requirement is \$225,311.

The project budget estimate that was included in the grant application is attached to this report. The total estimate for Project Administration, Construction Management was \$214,582 included in the grant amount. The Design and Engineering services estimated at 10% of construction cost are not eligible for reimbursement under the AB 617 grant. The Bidding, Construction Management and Grant Administration are eligible grant funded costs.

The \$281,100 proposal from The Holt Group includes:

***Design Engineering Services - \$127,600***

Bidding Services - \$12,750

Construction Management/Resident Engineering Services - \$128,750

Grant Administration - \$12,000

The City's LTA Measure D Fund 320 will pay for the design engineering services for this project as part of our matching funds.

**DISCUSSION:**

The City secured funding through the Imperial County Community Emissions Reduction Program (CERP) for the North End Phase 1 Community improvements, which include the construction of new sidewalks along 7th Street between Martin Road and Center Street. The total construction cost has been estimated at \$1,072,910.00, plus a 20% contingency of \$214,582.00, for a total project budget of \$1,287,492.00 as allocated under the grant.

Due to the funding program's requirements, the design and bidding phases must be completed on an accelerated schedule to maintain eligibility and ensure timely obligation of funds.

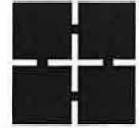
Based on the meeting held on Tuesday, February 24, 2026, The Holt Group, Inc. provided Design Engineering, Bidding, Construction Management/Resident Engineering and Grant Administration Services in accordance with the scope of work outlined in the attached documents.

**CONCLUSION:**

As this grant has a end date of June, 30, 2027, it is important that we begin the design and engineering phase of the project. The Holt Group helped prepare the drawings necessary for the grant application and are experienced with the project. Staff recommends that Council authorize The Holt Group to provide professional design, engineering, bidding and construction management services in an amount not to exceed \$281,100.

Respectfully Submitted,

Laura Bryant, Manager



February 26, 2026

Ms. Laura Bryant  
City Manager  
City of Westmorland  
355 South Center Street  
Westmorland, CA 92281

**RE: Proposal for Design Engineering, Bidding, Construction Management/Resident Engineering, and Grant Administration Services for the 7<sup>th</sup> Street Widening and Pedestrian Access Improvements Between Martin Road and Center Street  
THG Proposal #2026-018**

Dear Laura:

This Proposal is submitted in response to the City of Westmorland's request for Design Engineering, Bidding, and, optionally, Construction Management/Resident Engineering and Grant Administration Services for the 7th Street Widening and Pedestrian Access Improvements between Martin Road and Center Street.

The Holt Group, Inc. understands that the City has secured funding through the Imperial County Community Emissions Reduction Program (CERP) for the North End Phase 1 Community improvements, which include the construction of new sidewalks along 7th Street between Martin Road and Center Street. The total construction cost has been estimated at \$1,072,910.00, plus a 20% contingency of \$214,582.00, for a total project budget of \$1,287,492.00 as allocated under the grant.

Due to the funding program's requirements, the design and bidding phases must be completed on an accelerated schedule to maintain eligibility and ensure timely obligation of funds.

Based on the meeting held on Tuesday, February 24, 2026, The Holt Group, Inc. proposes to provide Design Engineering, Bidding, Construction Management/Resident Engineering and Grant Administration Services in accordance with the scope of work outlined below.

#### **SCOPE OF WORK**

The proposed scope of work includes the construction of a new concrete sidewalk, driveways, ADA-compliant curb returns, curb and gutter, with roadway pavement widening along 7<sup>th</sup> Street between Martin Road and Center Street.

A small portion of the existing curb and gutter along 7<sup>th</sup> Street between Martin Road and Center Street may be replaced to eliminate local flooding, if any; however, if this replacement would trigger a large

quantity the curb and gutter to be replaced, it would not be feasible to address this local flooding issue as the project overall scope of work and budget are limited for the sidewalk improvements, and not storm drainage system improvements.

Concrete driveways will be constructed for all properties along the project frontage. Additional project construction scope of work by the Contractor will include geotechnical testing, erosion control, traffic control, installation of signage and striping, implementation of environmental mitigation measures, if any, construction staking, and survey monument preservation/perpetuation.

Upon completion, the proposed improvements will enhance pedestrian safety and accessibility by creating a continuous, ADA-compliant pathway connecting nearby residential neighborhoods, parks, and commercial areas. In addition, the project will support reduced vehicle trips and contribute to lower overall emissions within the community.

The Holt Group, Inc. will provide comprehensive Design Engineering Services for the proposed improvements in accordance with the Standard Details and Specifications approved by the City of Westmorland.

In addition, The Holt Group, Inc. will provide Bidding, Construction Management/Resident Engineering and Grant Administration Services for the project, as outlined in the scope of work below:

Design Engineering Services shall include the following:

- Field Survey Work
- Preparation of Improvement Plans
- Preparation of Specifications in accordance with the funding agency's guidelines, including Proposal Forms
- Preparation of Quantity and Cost Estimates
- Coordination of Project Design with City Staff
- Coordination with Utility Purveyors regarding existing facilities
- Preparation of Traffic Control Plan
- Preparation of Erosion Control Plan

Bidding Services shall include the following:

- Preparation of Schedule of Events
- Preparation and processing of the Legal Advertisement
- Preparation of the Plan Holder's List
- Distribution of Bid Set Documents to Plan Holders and Plan Rooms.
- Preparation of the Pre-Bid Conference Agenda and Attendance List
- Chair the Pre-Bid Conference
- Preparation of the Pre-Bid Conference Memorandum
- Coordination with Plan Holders during the bidding phase

- Preparation and Issuance of Addenda as required
- Assist in conducting the Bid Opening
- Preparation of the Bid Tabulation Form and review of received bids
- Processing of Contract Documents
- Preparation of Conformed Specifications

Construction Management/Resident Engineering Services shall include the following:

- Administration of the Pre-Construction Conference
- Preparation and Distribution of the Pre-Construction Conference Memorandum
- Review and Approval of Contractor Submittals
- Full-Time Onsite Inspection and Observation
- Preparation and Maintenance of Daily Construction Activity Logs
- Organization and Maintenance of Project Documentation
- Monitoring of Material Delivery and Placement
- Review and Coordination of Request for Information (RFI) Responses
- Oversight of Geotechnical Testing Requirements
- Monitoring of Survey Work and Construction Staking
- Labor Compliance Monitoring During Construction
- Coordination of Utility-Related Items and Meetings
- Conducting and Documenting Construction Progress Meetings
- Regular Coordination with the City of Westmorland
- Assistance with Stakeholder Coordination to Minimize Construction Impacts
- Review of Monthly Contractor Payment Requests
- Review and Coordination of Contractor Change Order Requests
- Monitoring and Documentation of As-Built Drawing Updates
- Monitoring of APCD (Air Pollution Control District) Compliance
- Monitoring of Erosion Control BMP Implementation
- Filing and Maintenance of Comprehensive Project Records
- Coordination and Documentation of Pre-Final Project Inspection
- Coordination and Documentation of Final Project Inspection and Punch List
- Verification of Punch List Completion and Deficiency Resolution
- Assistance in Determining Substantial Completion and Filing of Notice of Completion
- Preparation of Grant/Loan Close-Out Documentation and Permit Closure
- Submission of Final Labor Compliance Documentation
- Response and Follow-Up on Warranty Issues During the Warranty Period
- Preparation and Submission of Final Project Deliverables

Grant Administration Services shall include the following:

- Invoice Preparation and Reimbursement Request Submittal
- Project Budget and Expenditure Tracking
- Coordination and Communication with the funding agency's representatives
- Quarterly Progress Report Preparation and Submittal, as required
- Project Milestone and Schedule Tracking
- Change Order and Scope Amendment Documentation
- Project Close-Out Documentation Preparation
- Final Invoice and Report of Expenditures Submittal
- Notice of Completion Coordination and Filing
- As-Built Drawing Coordination and Submittal
- Grant File Organization and Recordkeeping
- Final Project Deliverables Compilation

#### **EXCLUSIONS AND ASSUMPTIONS**

Items not included under the scope of work and other engineering services and reports not specifically stated are hereby excluded from the Scope of Work as listed below:

- Preparation of Aerially Deposited Lead (ADL) Soil Survey and Reports
- Preparation of Hydrology Study
- Stormwater Pollution and Prevention Plan (SWPPP) or Water Pollution and Control Program (WPCP)
- Services from a Qualified SWPPP Practitioner / Developer (QSP / QSD)
- Preparation of Electrical Design Plans
- Preparation of Environmental Study/Assessment
- Geotechnical Engineering Testing and Inspection during Design Phase
- Field Survey and Construction Staking during Construction Phase
- Survey Monuments Perpetuation and Certification, including the preparation of Legal Descriptions, Plats, Record of Survey, Tie Cards, and any other survey-related plats, maps, and forms required by City or County Surveyor.
- Fees by Imperial Irrigation District (IID), the agencies/entities/other organizations for the encroachment permit(s), easement(s), right-of-way(s), recordation, filing, etc.

**COST FOR PROPOSED SERVICES**

The Holt Group, Inc. proposes to provide Design Engineering, Bidding, Construction Management/Resident Engineering and Grant Administration Services per the items outlined in the Scope of Work, as listed in the table below:

Item No.	Work Item	Amount
1.	Design Engineering Services	\$ 127,600.00
2.	Bidding Services	\$ 12,750.00
3.	Construction Management/Resident Engineering Services	\$ 128,750.00
A.	Construction Management and Full-time Inspection	\$ 121,250.00
B.	Labor Compliance	\$ 7,500.00
4.	Grant Administration	\$ 12,000.00
<b>TOTAL</b>		<b>\$281,100.00</b>

The total Lump Sum amount to provide Design Engineering, Bidding, Construction Management/Resident Engineering, and Grant Management Services for this project is **\$281,100.00**.

**ADDITIONAL WORK ITEMS**

Additional services and tasks that are not included in the Scope of Work shall be provided as requested and authorized by the City of Westmorland, in accordance with The Holt Group, Inc. Hourly Rate Schedule as attached to this proposal.

Thank you for this opportunity to be of service. We look forward to a successful project. Should you have any questions or concerns, please do not hesitate to contact me at (760) 337-3883 or [jack@theholtgroup.net](mailto:jack@theholtgroup.net). If this proposal in response to the City of Westmorland's Request for Proposal is acceptable to the City, please confirm with your authorization below.

Respectfully Submitted by,



James G. "Jack" Holt, P.E.  
Secretary/CFO  
The Holt Group, Inc.

Authorized by:

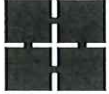
\_\_\_\_\_  
Laura Bryant  
City Manager  
City of Westmorland

Date

02/26/2026

\_\_\_\_\_  
Date

# Attachment G



The  
Holt  
Group

1601 N. Imperial Ave.  
El Centro, CA 92243  
760.337.3883  
760.337.5997 (fax)  
www.theholtgroup.net

**Municipal Design • Infrastructure Engineering • Construction Management • Land Surveying**

CITY OF WESTMORLAND  
7TH STREET WIDENING AND PEDESTRIAN ACCESS IMPROVEMENTS  
BETWEEN MARTIN ROAD AND CENTER STREET  
PROJECT A  
DATE: OCTOBER 29, 2025  
THG PROJECT No 102.117

ENGINEER'S OPINION OF PROBABLE COST ESTIMATE

Item No	Item	Units of Measure	Price Per Unit	Estimated Quantity	Total Amount
<b>CONSTRUCTION COST</b>					
1	MOBILIZATION	LUMP SUM	--	--	\$ 50,000.00
2	CLEAR AND GRUB	LUMP SUM	--	--	\$ 10,000.00
3	DEMOLITION - SAWCUTTING OF PAVEMENT/P.C.C. INFRASTRUCTURE, REMOVAL AND DISPOSAL OF EXISTING PAVEMENT/P.C.C. INFRASTRUCTURE/NATIVE MATERIAL.	LUMP SUM	--	--	\$ 20,000.00
4	NATIVE SHOULDER BACKING	SYD	\$5.00	1,585	\$ 7,925.00
5	INSTALL NEW 4 INCHES OF A.C. PAVEMENT OVER 12 INCHES OF CLASS 2 BASE.	SF	\$10.00	38,415	\$ 384,150.00
6	INSTALL VARIABLE DEPTH A.C. PAVEMENT	SF	\$3.00	11,120	\$ 33,360.00
7	INSTALL 6-INCH P.C.C. CURB AND GUTTER.	LF	\$30.00	2,520	\$ 75,600.00
8	INSTALL 4 INCH THICK, 5 FOOT WIDE P.C.C. SIDEWALK	SF	\$15.00	12,840	\$ 192,600.00
9	INSTALL 4 INCH THICK P.C.C. ADA COMPLIANT CURB RETURN.	EACH	\$10,000.00	5	\$ 50,000.00
10	INSTALL 6 INCH THICK P.C.C. RESIDENTIAL DRIVEWAY.	SF	\$25.00	745	\$ 18,625.00
11	INSTALL 9 INCH THICK P.C.C. COMMERCIAL DRIVEWAY.	SF	\$30.00	155	\$ 4,650.00
12	RELOCATE EXISTING UTILITY POLES	EACH	\$10,000.00	13	\$ 130,000.00
13	SIGNAGE AND STRIPING	LUMP SUM	--	--	\$ 15,000.00
14	ADJUST EXISTING MANHOLE	EACH	\$1,000.00	5	\$ 5,000.00
15	INSTALLATION OF EROSION CONTROL BMP AND IMPLEMENTATION OF SWPPP	LUMP SUM	--	--	\$ 12,000.00
16	IMPLEMENT TRAFFIC CONTROL.		--	--	\$ 25,000.00

<u>Item No</u>	<u>Item</u>	<u>Units of Measure</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Total Amount</u>
<b>CONSTRUCTION COST</b>					
17	CONSTRUCTION STAKING	LUMP SUM	--	--	\$ 9,000.00
18	GEOTECHNICAL TESTING	LUMP SUM	--	--	\$ 25,000.00
( A )	ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST ESTIMATE				\$ 1,067,910.00
( B )	Supplies, Equipment, and Materials - 55% of ( A )				\$ 587,351.00
( C )	Labor and Construction - 45% of ( A )				\$ 480,559.00
( D )	Signs and Interpretive Aids Communicating Information about the Project				\$ 5,000.00
( E )	TOTAL ELIGIBLE PROJECT COST - SUM OF ( B ) through ( D )				\$ 1,072,910.00
<b>NON-CONSTRUCTION COST</b>					
( F )	PROJECT ADMINISTRATION - 8% of ( E )				\$ 85,833.00
( G )	CONSTRUCTION MANAGEMENT - 12% of ( E )				\$ 128,749.00
( H )	NON-CONSTRUCTION COST TOTAL - ( F ) + ( G )				\$ 214,582.00
( I )	CONTINGENCY - 20% of ( E )				\$ 214,582.00
( J )	TOTAL PROJECT COSTS - ( E ) + ( H ) + ( I )				\$ 1,502,074.00
( K )	REQUESTED FUNDING AMOUNT - 85% of ( J )				\$ 1,276,763.00
( L )	CITY OF WESTMORLAND COST SHARING - 15% of ( J )				\$ 225,311.00

# City of Westmorland

## REPORT TO City Council

**MEETING DATE:** March 18, 2026

**FROM:** Ramiro Barajas, PWD

**SUBJECT:** Authorize the purchase and installation of a new valve at the water treatment plant finishing pond

**ISSUE:**

Shall the City Council Authorize the and installation of a water valve at the water plant finishing pond in the amount not to exceed \$11,000.

**CITY MANAGER'S RECOMMENDATION:**

It is recommended that the City Council Authorize the and installation of a water valve at the water plant finishing pond in the amount not to exceed \$11,000.

**FISCAL IMPACT: Not to exceed \$11,000.**

This item is included in the FY 2026 budget. This would be expended from Water Fund in the amount not to exceed \$11,000.

**DISCUSSION:**

The existing water valve in inside the pond and very difficult to access. It is not working properly. Staff is recommending relocating the valve for ease of access and locate it outside of the pond. The funds are within the budget amount. PW staff will hire the contractor with the lowest quote to purchase and install the valve.

**CONCLUSION:**

Staff recommend that the Council Authorize the and installation of a water valve at the water plant finishing pond in the amount not to exceed \$11,000.

Respectfully Submitted,

Ramiro Barajas, Public Works Director

# Primo Construction & Services, Inc

Contractors License #899648  
665 Marilyn Ave. Brawley, CA 92227 (760)-344-8500 Phone (760)482-8538 Cell  
office@primoconstructionservices.com

Date: 03/11/2026

Submitted To: Ramiro Barajas

Project: Remove & Replace Valve

Plans Drawn By: N/A

Quote Number: 26113

Job Location: Westmorland Water Plant

## PROPOSAL

We propose to furnish and install all labor, material and equipment to perform the following items of work, subject to the terms and conditions stated hereon.

Item	Description	Amount
	<b>Primo Construction proposes to replace old valve in pond &amp; replace with new valve @ City Westmorland Water Plant.</b>	
		<b>COST: \$ 6,250.00</b>

## Terms and Conditions

1. This proposal shall be considered withdrawn if not accepted within (30) thirty days.
2. Unless expressly provided above, this quotation does not include: (a) permits, including any required fees or bonds; (b) engineering, testing or staking; (c) bond premiums.
3. Unless expressly included in above listing of work to be done, unusual site conditions shall be deemed cause for additional compensation, and cessation of work until agreement for same has been reached.
4. If the work provided herein is not commenced within two months of acceptance, Primo Construction & Services Inc. may elect not to be bound to perform.
5. If suit is commenced to enforce any provision hereof or for damages for breach hereof, the accepting party will pay, in addition, reasonable attorneys' fees and costs, expenses of preparing and prosecuting such suit.
6. One week written notice to commence this work provided herein will be given.
7. In the event of rescission of this agreement by the accepting party prior to the commencement of work, Primo Construction & Services Inc. will be paid as liquidated damages. On the account of extreme difficulty of ascertainment of actual damages, the sum will be equal to 20% of the total contract price. In the event of rescission following commencement of work, Primo Construction & Services, Inc. will be paid for work done and materials supplied, a percentage of the total contract price in proportion as the amount of such work and materials relates to the total job and also will be paid 20% of a sum computed by subtracting from the total contract price the sum owing for completed work and materials.
8. Owner assumes all responsibility and shall notify Primo Construction & Services, Inc. in writing of the location and depth of all underground utilities.
9. This agreement expresses the entire agreement between the parties. Changes shall be in writing signed by both parties.
10. Proposal is based on plans identified above.

**NOTE: Projects in the amount of \$ 30,000.00 & above will be asked to provide 33% of total upon commencing.**

## Acceptance of Proposal

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature