



For the Meeting of: 4/17/2026

Agenda Item No.: E-1

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: District Administrator, Tim Chapa

SUBJECT: Contract Award – Pool Demolition and Backfill, and Pool Equipment Demolition, Calwa Contract 2026-01

RECOMMENDATION:

District Administrator recommends that the Board:

1. Award the contract for the project to CENCAL Services, 3299 S. Cedar, Fresno, CA 93725, in the amount of \$32,200, including base bid and alternative bids 2 and 2a, as lowest responsive and responsible bidder; and
2. Approve a construction contingency for change orders in the amount of \$4,830 (15%) for this project; and
3. Authorize the District Administrator to sign contract documents on behalf of the District.

SUMMARY:

This project will provide for the demolition, removal and backfill of the swimming pool; the demolition and removal of pool equipment in the old pool room; demolition and removal of pool and tank equipment just outside of the old pool room; and provide all necessary permits and business licenses as required.

REASON FOR RECOMMENDATION:

The District has been working towards implementing the new pool project, and is currently in the design phase. In the meantime, this portion of the project will provide for demolition of the old pool and pool equipment. The County of Fresno allocated federal ARPA funds for this project, including an estimated \$40,000 for demolition.

During the project bidding phase, the Notice Inviting Bids was circulated in the Fresno and Tulare County local builders' exchanges. The Notice was also posted on the District website.

On April 17, 20246 the District Administrator received and opened six bid proposals for this project:

Contractor	Bid
1. CENCAL Services, Inc.	\$25,100
2. Stockbridge	\$36,200
3. JT2 dba Todd Co.	\$38,132
4. Advanced Engineering USA	\$47,000
5. Kroeker, Inc.	\$48,514
6. ARES ENG, Inc.	\$50,800
 Staff's Estimate	 \$40,000

The bids were analyzed and all were found to be responsive and responsible, with the exception of the bid from ARES ENG., Inc.

As such, the District Administrator recommends that the award be made to the low bidder, CENCAL Services, Inc., who submitted a complete, responsive and responsible bid. Additionally, CENCAL Services, Inc. submitted alternative bids as follows:

- Alternative 2 - \$4,800
- Alternative 2a - \$2,300

Therefore, the District Administrator recommends that the award to CENCAL Services Inc. include alternatives 2 and 2a, for a total contract award of \$32,200.

FISCAL IMPACT:

Sufficient funds are budgeted for the project. The project is being funded by the County of Fresno ARPA funds.

Attachments:

- Resolution
- Contract

RESOLUTION NO. 2026-02

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA
RECREATION AND PARK DISTRICT AWARING CONTRACT FOR
THE POOL DEMOLITION PROJECT
TO CENCAL SERVICES, INC.**

WHEREAS, the Invitation to Bid for the Site-Preparation Project was posted on the District website and was sent electronically and to the Fresno County Builder’s Exchange and the Tulare County Builder’s Exchange; and

WHEREAS, the Project consists of the demolition, removal and backfill of the swimming pool; the demolition and removal of pool equipment in the old pool room; demolition and removal of pool and tank equipment just outside of the old pool room; and permits and licenses as necessary; and

WHEREAS, the following bids for the Project were publicly opened and read aloud at the Calwa Recreation and Park District Office on October 8, 2024:

Contractor	Base Bid
CENCAL Services, Inc.	\$25,100
Stockbridge	\$36,200
JT2 dba Todd Co.	\$38,132
Advanced Engineering USA	\$47,000
Kroeker, Inc.	\$48,514
ARES ENG Inc.	\$50,800

WHEREAS, the District Administrator’s Estimate was \$40,000, and

WHEREAS, the bid from CENCAL Services, Inc. was the lowest responsive and responsible bid, and

WHEREAS, the alternative bids from CENCAL Services, Inc. for alternatives 2 and 2a were \$4,800 and \$2,300, respectively.

NOW, THEREFORE, the Board of Directors of Calwa Recreation and Park resolves as

follows:

1. The foregoing recitals are true and correct and incorporated by reference.
2. Upon the recommendation of the District Administrator the Board awards the Pool Demolition Project Contract to CENCAL Services, Inc. in the amount of \$32,200.00 (Thirty Two Thousand Two Hundred Dollars and No Cents.)
3. The District Administrator is authorized to sign the contract on behalf of the District.
4. This resolution shall become effective immediately upon its adoption.

CERTIFICATION

Adoption of the foregoing Resolution No. 2026-02 was moved by Director _____ and seconded by Director _____ and adopted at a Regular Meeting held on April 21, 2026, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENCES: _____

Secretary of the Board of Directors

PUBLIC WORKS CONTRACT

This Public Works Contract ("Contract") is made this 21st day of April, 2026, by and between Calwa Recreation and Park District, ("District" or "Owner") and CENCAL Services, Inc., "Contractor" for work on the Pool Equipment and Pool Removal & Backfill – Calwa Pool Project.

The parties agree as follows:

1. Award of Contract. In response to a Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On April 21, 2026, the Board of Directors authorized award of this Contract to Contractor for the amount set forth in Section 4 below. The District has elected to include the following Project alternate(s) in the Contract: Pool Equipment Demolition in Old Pool Room and Pool Tank Demolition Outside of Old Pool Room.

2. Contract Documents. The term "Contract" includes all Contract Documents. The Contract Documents incorporated into this Contract include and are comprised of all documents listed below including this Contract. The Contract Documents include the following:

- A. Notice Inviting Bids
- B. Bid Form
- C. Bid Schedule
- D. Bid Guaranty
- E. Proposed Subcontractors
- F. Non-collusion Affidavit
- G. Contract
- H. Performance Bond
- I. Payment Bond
- J. Project Drawings
- K. Change Orders and Field Orders which may be issued after Date of Agreement and are not attached hereto.
- L. The following: No Other Documents.

3. Contractor's Obligations. Contractor will perform all of the Work required for the Project as specified in the Contract Documents. The Contractor will provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary, permits, tools, equipment, supplies, materials, transportation, onsite facilities and utilities, temporary construction, labor and supervision necessary for the safe performance of the Project unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. Time for Completion. Time is of the Essence. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the

Notice to Proceed and complete all of the work for the Project within thirty five (35) **Calendar Days** from the commencement date stated in the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

5. **Payment** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, District will pay Contractor \$32,200 ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work including labor, materials, supplies, equipment, taxes, insurance, bonds, and all overhead costs. Payment will be made as follows: at completion, one final payment less 5% retention and at acceptance the retention payment.
6. **Liability, Bonds, and Insurance.**
- 6.1 **Liability Of Contractor.**

The Contractor shall be liable for any and all losses or damages from whatever cause which, prior to final acceptance, may occur on or to any part of the work. The Contractor shall not be liable for losses or damages caused solely by the act of the Owner.

The Contractor shall be liable for damages and injury which shall be caused to persons owning property on or in the vicinity of the work or which shall occur to a person, or persons, or property whatsoever arising out of the Contractor's performance of this Contract. The Contractor's liability shall not be dependent upon whether or not such damage or injury be caused by the negligence of the Contractor and whether or not such damage or injury be caused by the inherent nature of the work as specified.

To the fullest extent permitted by law, Contractor shall hold harmless, defend, and indemnify District and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District.

In case suit or legal proceeding shall be brought against the Owner, Engineer, or the Construction Manager, or their officers, principals, agents, or employees, on account of loss or damage sustained by person or persons or property as a result of the performance of the work covered by this contract, the Contractor agrees to assume the defense thereof, and to pay the expenses connected therewith, and the judgments that may be obtained against the Owner, Engineer, or the Construction Manager, or their officers, principals, agents, or employees in such suits. In the event that a lien is placed against the property of the Owner, Engineer, or the Construction Manager, or their officers, principals, agents, or employees, as a result of such suits, the Contractor agrees to at once cause the same to be dissolved and discharged by giving bond or otherwise. The Contractor's agreement to defend and to pay the related expenses shall exist whether or not such injuries or damage

be due to the negligence of the Contractor, and whether or not such injuries or damage be caused by the inherent nature of the work, as specified.

The mention of specific duties or liabilities imposed on the Contractor shall not be construed as a limitation or restriction of general duties or liabilities imposed upon the Contractor by the Contract. Reference to specific duties or liabilities is made herein, merely for the purpose of explanation.

6.2 Bonds.

The Contractor shall provide two bonds, each in the amount of 100 percent of the Contract price. One shall serve as security for the faithful performance of the work and the other as security for the faithful payment and satisfaction of the persons furnishing materials and performing labor on the work. The bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California. Such bonds shall remain in force throughout the period required to complete the work and thereafter for a period of 365 calendar days after final acceptance of the work. The bonds must be executed by a duly licensed surety company which is listed in the latest Circular 570 of the United States Treasury Department as being acceptable as surety on federal bonds. No surety's liability on the bonds shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bonds or the forms thereof prescribed in these Contract documents in Sections 00610 and 00620 shall in no way affect or alter the liabilities of the Contractor to the Owner as set forth herein.

6.3 Insurance.

(A) General.

1. Verification Of Coverage. Within ten (10) days after award of the Contract, the Contractor shall file with the Owner original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Contract. No work may commence until verification of insurance is received. The evidences shall include the agreement of the insurer to give, by registered mail, notice to the Owner at least 30 calendar days prior to the effective date of cancellation, lapse, or material change in the policy.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown under this Contract, the Owner requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

2. Cancellation Of Insurance.: The Contractor shall deliver to the Owner policies of insurance and the receipts for payment of premiums thereon. Should the Contractor neglect to obtain and maintain in force such insurance and deliver such policy or policies and receipts to the Owner, then it shall be lawful for the Owner to obtain and maintain such insurance. The Contractor hereby appoints the Owner to be the Contractor's true and lawful attorney to do the things necessary for this purpose. Money expended by the Owner under the provisions of this paragraph for insurance premiums shall be charged to the Contractor. Failure of the

Owner to obtain such insurance shall in no way relieve the Contractor of any responsibilities under this Contract.

3. Acceptability Of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to Owner.

(B) Commercial General And Automobile Liability Insurance.

This insurance shall protect the Contractor from claims for bodily injury and property damage which may arise because of the nature of the work or from operations under this Contract.

Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Coverage shall be maintained for the duration of the contract, and for five (5) years thereafter.

Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.

Liability insurance shall indemnify the Contractor and Subcontractors against loss from liability imposed by law upon or assumed under contract by the Contractor or Subcontractors for damages on account of such bodily injury and property damage. The insurance shall also indemnify the Contractor and Subcontractors against losses related to completed operations and products. The insurance shall be provided by a comprehensive, broad form occurrence property damage liability policy written by licensed underwriters. The policies shall cover operations, owned and non-owned vehicles and equipment, contractor's protective coverage blanket, contractual liability, and completed operations liability. The liability insurance shall not exclude explosion, collapse, underground excavation, or removal of lateral support and shall include cross-liability. The Owner, the Construction Manager, the Design Consultant, and their officers, principals, agents, and employees shall be named as insured on the liability policies. A certificate of insurance shall name the District as "Additional Insured" under Contractor's Policy. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute with it.

(C) Workers Compensation Insurance.

1. **General Requirement.** The Contractor and Subcontractors shall cover or insure under applicable laws relating to workers compensation or employer's liability insurance their employees working on or about the construction site, regardless of whether such coverage or insurance is mandatory or merely elective under the law. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. The Contractor shall defend, protect, and save harmless the Owner from and against claims, suits and actions arising from failure of the Contractor or the subcontractors to maintain such insurance.
2. **Workers Compensation Certification By Contractor.** In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. The Contractor shall furnish the Owner a notarized statement as follows: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

2. **Waiver of Subrogation**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

7. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of five hundred dollars (\$500.00) for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from District's payments due or to become due to Contractor under this Contract.

7. **Labor Code Compliance.**

- 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

- 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare,

pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

- 7.3 **DIR Registration.** District may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from District.
11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

District:

Tim Chapa, District Administrator
4545 E. Church Avenue
Fresno, CA 93725-1537
tchapa@calwarecreation.org

Contractor:

Name: CENCAL Services, Inc.
Address: 3299 S. Cedar
City/State/Zip: Fresno, CA 93725
Phone: (559) 291-3369
Email: _____

12. General Provisions.

12.1 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

12.2 Third Party Beneficiaries. There are no intended third-party beneficiaries to this Contract.

12.3 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Fresno County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Fresno, County, California.

12.4 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

12.5 Integration. This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between District and Contractor.

12.6 Severability. If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

12.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

IN WITNESS WHEREOF the Parties have executed this Agreement as follows:

CALWA RECREATION AND PARK DISTRICT

s/ _____

Tim Chapa, District Administrator

Date: _____

NAME OF CONTRACTOR

s/ _____

Date: _____

Seal:

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT