



Imperial City Council

James Tucker – Mayor
Ida Obeso-Martinez – Mayor Pro-Tem
Stacy Mendoza – Council Member
Katherine Burnworth – Council Member
Robert Amparano – Council Member

AGENDA

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

November 5, 2025

Closed Session at 06:00 pm

Open Session at 07:00 pm

The City Council meetings are live-streamed on the City's Facebook page at www.facebook.com/cityofimperial. By remaining in the room, you are giving permission to be recorded.

Public Comments: Members of the public who wish to speak are encouraged to fill out a Speaker Slip and submit it to the City Clerk before the start of the meeting. Public comments are limited to 3 minutes. Comments may also be submitted by email to CityClerk@imperial.ca.gov no later than 5:00 p.m., the day of the meeting.

Americans with Disabilities Act: Requests for special assistance to participate in the meeting, please contact the City Clerk's Office by calling (760) 355-5303 or emailing CityClerk@imperial.ca.gov. Notification of 48 hours before the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

All documents with executive summaries and staff recommendations for open session action items are available on the City's website 72 hours before the meeting www.https://cityofimperial.org/cc-agenda-archive. Supplemental writings distributed to the City Council within 72 hours of the meeting will also be posted online. Written materials shared during the meeting will be available there if prepared by the city or afterward if prepared by others. These materials can be obtained from the City Clerk's Office.

6:00 P.M. CLOSED SESSION

ROLL CALL

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: At this time, members of the public may address the City Council on Closed Session items. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). If you are compensated to communicate with City officials, you may be required to register and/or make certain disclosures as a lobbyist. Please see the City Clerk for additional information. There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL: The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter(s) will prejudice the position of the City in existing and anticipated litigation.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS- G.C. 54956.8

Property APN: 064-433-010

Agency Negotiator: Dennis H. Morita, City Manager

Negotiating Parties: Paul Dulai, State Department of General Services (DGS)

Under Negotiation: Instructions to negotiator regarding price and terms

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION G.C §54956.9 (d)(2)

Novalk, LLC v. City of Imperial et. al, United States District Court for the Southern District of California, 25CV2307 BAS DDL

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant Exposure of Litigation - G.C §54956.9 (d)(2)

Number of Potential Cases: 1

7:00 P.M. REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THE AGENDA: The City Council may amend the order, add urgency items, note abstentions or “no” votes on consent calendar items, and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar before that portion of the agenda. The City Council may address these issues by entertaining a formal motion.

CITY ATTORNEY REPORT ON CLOSED SESSION

PUBLIC COMMENT: If you wish to address the City Council concerning any item within the City Council’s jurisdiction, please raise your hand and be acknowledged by the mayor. At that time, state your name and address for the record. The mayor reserves the right to place a time limit of three (3) minutes on each person’s presentation.

A. PRESENTATIONS:

A-1. Friends of Imperial Parks Check Presentation.

A-2. Highway 86 Beautification Project Update by Othon Mora, Community Development Director.

B. CONSENT AGENDA: All items appearing under the “Consent Agenda” will be acted upon by the City Council with one motion without discussion. Should any Council member or other person request that any item be considered separately, that item will then be taken up at the time as determined by the mayor.

- B-1.** Approval of Warrants Report.
- B-2.** Approve City Council Minutes for the Regular Meeting of October 1, 2025, and October 15, 2025.
- B-3.** Approve and adopt the Acceptable Use Policy
- B-4.** Approve and adopt Mobile Device Policy
- B-5.** Approve and adopt the Bring Your Own Device Policy
- B-6.** Accept the Anthony Redondo Park Improvement Project as complete and authorize city staff to file a Notice of Completion.

C. PUBLIC HEARING (DISCUSSION/ACTION):

- C-1.** Introduction and first reading by title only of Ordinance No. 831, adopting the 2025 California Building Codes.

Presenter: Cody Cole, Building Inspection and Code Enforcement Supervisor

Recommendation: Introduction and first reading by title only of Ordinance No. 831, ORDINANCE OF THE CITY OF IMPERIAL, CALIFORNIA, REENACTING CHAPTER 6 RELATING TO BUILDING REGULATIONS, and authorize staff to prepare an ordinance summary for publication purposes.

- C-2.** Public hearing for the purpose of vacating a public right-of-way portion of O Street between 1st Street and 2nd Street and adopting Resolution No. 2025-53.

Presenter: Othon Mora, Community Development Director

Recommendation: Adopt Resolution No. 2025-53, RESOLUTION OF INTENTION TO VACATE A PUBLIC RIGHT-OF-WAY.

D. ACTION ITEMS (DISCUSSION/ACTION):

- D-1.** Approve a regulatory agreement to establish the 6th & H Street Apartments as affordable housing.

Presenter: Thomas Garcia, Assistant to the City Manager

Recommendation: Approve the regulatory agreement establishing affordable housing for the 6th/H Street Apartments for a period of 55 years.

- D-2.** Award a contract for the 6th and H Street Apartments Window Replacement Project Bid No. 2025-17.

Presenter: Cody Cole, Building Inspection and Code Enforcement Supervisor

Recommendation: Award the project to Discount Door and Window in the amount of \$49,932.00 with a 15% contingency of \$7,489.80.

- D-3.** Accept the combined Request for Proposals for the Website Redesign and Development ADA Title II Compliance, and the Automated Agenda Management, RFP 2025-15 and 2025-16.

Presenter: Alejandro Estrada, DoIt Director

Recommendation: Approve the disbursement of funds for both RFP's and accept both proposals by CivicPlus in the amount of \$48,587.79.

- D-4.** Approve an agreement with SewerAI under the Houston-Galveston Area Council (HGAC) cooperative purchasing program, CIP #853.

Presenter: David Dale, Public Services Director

Recommendation: Approve the agreement with SewerAI for an annual subscription of services for the Manhole and Gravity Sewer CCTV Inspection project Bid 2025-08.

- D-5.** Award a contract for the Infrastructure Modernization and Utility Savings Program RFP 2025-10.

Presenter: David Dale, Public Services Director

Recommendation: Accept proposal from Climatec Energy Services for Infrastructure Modernization & Utility Savings Program RFP 2025-10.

- D-6.** Adopt plans and specifications and authorize bidding for the Waste Water Treatment Plant Demolition Project Bid No. 2025-19, CIP #849.

Presenter: David Dale, Public Services Director

Recommendation: Adopt plans and specifications and authorize bidding for the Waste Water Treatment Plant Demolition Project Bid No. 2025-19, CIP #849.

- D-7.** Authorize sidewalk repairs for the Grid 1 portion of the City of Imperial with Precision Concrete Cutting.

Presenter: David Dale, Public Services Director

Recommendation: Authorize Grid 1 sidewalk repairs for the City of Imperial with Precision Concrete Cutting.

- D-8.** Accept the proposal from the Water Treatment Specialists for Cross-Connection Control Program services for a two-month term.

Presenter: David Dale, Public Services Director

Recommendation: Accept a proposal from the Water Treatment Specialists for Cross-Connection Control Program services for a two-month term.

- D-9.** Approve the purchase of one (1) GMC Sierra Pickup for the Police Department.

Presenter: Aaron Reel, Chief of Police

Recommendation: Approve the purchase of one (1) GMC Sierra Pickup for the Police Department.

D-10. Adopt the Plans and Specs and authorize bidding for the Construction of an Electric Vehicle Charger Station Phase I, CRP-5134(030).

Presenter: Othon Mora, Community Development

Recommendation: Approve the plans and specs and authorize bidding for the Construction of an Electric Vehicle Charger Station Phase I, CRP-5134(030).

E. REPORTS:

E-1. Department Reports

E-2. City Manager Report

E-3. Mayor and Councilmember Reports

ADJOURNMENT: The next regular meeting of the Imperial City Council will be held on Wednesday, November 19, 2025.

Check Register Report

B-1

Date: 10/29/2025

Time: 3:56 pm

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CITY OF IMPERIAL

BANK: US BANK

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128176	10/09/25	Printed			5201	AIR MED CARE NETWORK	5882-10012025 84447	132.00
128177	10/09/25	Reconciled		10/20/25	195	ALLIED WASTE	0467-001758180 Sludge 14th st 85099	184,103.86
128178	10/09/25	Reconciled		10/14/25	884	ALPHA SITE LOGISTICS	I389 85197	338.56
128179	10/09/25	Printed			8843	AMANDA CASTRO	CARNAVAL- DEPOSIT 85188	3,375.00
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128182	10/09/25	Reconciled		10/14/25	1851	AT&T LONG DISTANCE	760-355-1158 10/7/25	1,958.37
128183	10/09/25	Reconciled		10/14/25	8279	AT&T MOBILITY	287335981729X1042025	5,723.47
128184	10/09/25	Printed			732	BAKER & TAYLOR BOOKS	2039240299 83948	413.90
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128186	10/09/25	Reconciled		10/20/25	8747	BLUETRITON BRANDS INC.	05J8730277585	313.39
128187	10/09/25	Reconciled		10/14/25	7808	BOOT BARN INC.	INV00514991 F. GONZALEZ 84117	715.95
128188	10/09/25	Reconciled		10/14/25	8296	BRAWLEY ANALYTICAL, INC.	001470 85097	109.50
128189	10/09/25	Reconciled		10/16/25	3669	CANON U.S.A. INC	41920561 85301	357.63
128190	10/09/25	Reconciled		10/14/25	4138	CHRISTOPHER KEMP	REIMBURSEMENT-TRAVEL 85091	1,390.85
128191	10/09/25	Reconciled		10/14/25	8104	CLIFFORD SCHNEIDER IV	TUITION REIMB- FY 25/26 84445	1,960.00
128192	10/09/25	Reconciled		10/28/25	6222	CODE EXXPERS, LLC	2025-0019 85028	1,900.00
128193	10/09/25	Reconciled		10/16/25	132	COSTCO WHOLESALE	47419 84780	76.85
128194	10/09/25	Reconciled		10/20/25	8844	COTA'S TACOS	2600 85185	960.00
128195	10/09/25	Reconciled		10/27/25	8845	DANZA MEXI'CAYOTL	1521- DEPOSIT 85191	500.00
128196	10/09/25	Reconciled		10/27/25	8845	DANZA MEXI'CAYOTL	1521-1 BALANCE 85192	500.00
128197	10/09/25	Reconciled		10/21/25	5227	DAVID DALE	REIMBURSEMENT-TRAVEL 85092	1,229.19
128198	10/09/25	Reconciled		10/16/25	8855	DWAYNE JASON QUAMINA	059- DEPOSIT 85186	250.00
128199	10/09/25	Printed			8855	DWAYNE JASON QUAMINA	059-1 BALANCE 85187	250.00
128200	10/09/25	Reconciled		10/15/25	207	EL CENTRO MOTORS	5241617 84928	16.25
128201	10/09/25	Reconciled		10/14/25	2191	EMBER HALLER	REIMBURSEMENT- LOWES 85109	370.60
128202	10/09/25	Reconciled		10/15/25	7145	FERGUSON WATERWORKS #1083	0889527 85202	3,719.26
128203	10/09/25	Reconciled		10/21/25	5134	FORENSIC DRUG TESTING SERVICES	2025-3065 84449	892.75
128204	10/09/25	Printed			4894	GRANITE DATA SOLUTIONS	IN102274-1 85013	5,568.00
128205	10/09/25	Reconciled		10/23/25	8490	GUARDIAN ALLIANCE TECHNOLOGIES	30702 84930	310.00
128206	10/09/25	Reconciled		10/14/25	3039	HOLTVILLE TRIBUNE	0102035 84833	216.00
128207	10/09/25	Reconciled		10/20/25	2096	HOME DEPOT CREDIT SERVICES	7902251 85026	1,371.67
128208	10/09/25	Reconciled		10/15/25	028	IMPERIAL IRRIGATION DISTRICT	OCTOBER 7, 2025	47,171.25
128209	10/09/25	Reconciled		10/15/25	3187	IMPERIAL TRUSS & LUMBER CO.	B79474 85198	79.71
128210	10/09/25	Reconciled		10/14/25	2099	IMPERIAL VALLEY OCCUPATIONAL M	4946 84448	90.00
128211	10/09/25	Printed			6472	INGRAM LIBRARY SERVICES	90879328 84764	281.31
128212	10/09/25	Reconciled		10/28/25	8848	JEAN-PHILIPPE DESHOMMES	9998-4156/480 TRESHILL #285	78.40
128213	10/09/25	Printed			8853	JOSE R. LOPEZ	9410-0710/659 JOSHUA TREE	14.98
128214	10/09/25	Reconciled		10/16/25	868	K-C WELDING & RENTALS, INC.	218453 85184	2,013.17
128215	10/09/25	Reconciled		10/15/25	8854	KENNYA HURTADO GARCIA	9920-0706/169 ANA	39.21
128216	10/09/25	Printed			8847	KIMBERLY CABRERA	9985-0120/310 N F	9.24
128218	10/09/25	Reconciled		10/15/25	5580	KOPPEL & GRUBER PUBLIC FINANCE	25-1474 PASEO LIGHTING 84650	15,715.54
128219	10/09/25	Reconciled		10/15/25	8276	MARTHA TORRES	056- DEPOSIT 85193	300.00
128220	10/09/25	Printed			8276	MARTHA TORRES	056-1 BALANCE 85194	300.00
128221	10/09/25	Reconciled		10/14/25	1190	MISSIONSQUARE - 304257	10/3/25	526.40
128222	10/09/25	Reconciled		10/16/25	8669	NAPA AUTO PARTS	569743 85183	197.58
128223	10/09/25	Reconciled		10/17/25	219	PADRE USA	16033072 85189	800.80
128224	10/09/25	Reconciled		10/16/25	084	PITNEY BOWES BANK INS	8000-9000-0466-5836 10/3/25 85303	402.25
128225	10/09/25	Reconciled		10/14/25	1776	PRECISION ELECTRIC CO. INC.	0124049-IN 85096	3,637.40

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Date: 10/29/2025

Time: 3:56 pm

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128228	10/09/25	Reconciled		10/27/25	8576	RAMIRO RAMOS	10/27/25 - 10/30/25 INFRASTRUCTURE MGMT GIS CONF	330.25
128229	10/09/25	Reconciled		10/17/25	3698	RESIDEO LLC	300987971 85016	1,061.62
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128233	10/09/25	Printed			8849	RUBEN CASTANEDA	100- DEPOSIT 85195	150.00
128234	10/09/25	Printed			8849	RUBEN CASTANEDA	100-1 BALANCE 85196	150.00
128235	10/09/25	Reconciled		10/16/25	6233	RYAN HERCO PRODUCTS CORP	B468703 85094	3,757.88
128236	10/09/25	Reconciled		10/14/25	979	SELLERS PETROLEUM	CL46921	17,902.80
128237	10/09/25	Reconciled		10/20/25	5706	SHI INTERNATIONAL CORP	B20340871 85015	16,487.08
128238	10/09/25	Printed			7623	STERICYCLE, INC.	8011994446 85300	182.18
128239	10/09/25	Reconciled		10/15/25	6416	SUN DATA SUPPLY	INV0301594 85102	93.47
128240	10/09/25	Reconciled		10/16/25	3570	SWANK MOTION PICTURES, INC	4090739 85118	483.00
128241	10/09/25	Reconciled		10/20/25	8824	TANIA Y SU NUEVA ERA LLC	FIESTA 10/18/2025- DEPOSIT 84879	1,000.00
128242	10/09/25	Printed			8851	TERESA HENRY	9925-0580/647 OCASO	124.97
128243	10/09/25	Reconciled		10/16/25	095	TERMINIX OF IMPERIAL VALLEY	10006351 FIRE BARN RENEWAL 85095	133.00
128244	10/09/25	Reconciled		10/14/25	8681	THOMAS GARCIA	9/30/25 - 10/3/25 JPIA CONFERENCE	626.94
128245	10/09/25	Reconciled		10/14/25	8681	THOMAS GARCIA	10/07/25 - 10/10/25 CAL CITIES CONFERENCE	450.75
128246	10/09/25	Printed			8852	TRISTEN CASTILLO	9971-0220/314 S D	32.68
128247	10/09/25	Printed			8519	VAN DERMIDEN MAKUS LAW	35519 85251	798.00
128248	10/09/25	Reconciled		10/20/25	8150	VENCER PUBLIC AFFAIRS &	327 84236	2,000.00
128249	10/09/25	Reconciled		10/15/25	2081	VESTIS GROUP, LLC	OCTOBER 2025	3,584.54
128250	10/09/25	Reconciled		10/14/25	5639	WAGeworks, INC	0925-OR39530 SEP 2025 85254	100.00
128251	10/09/25	Printed			1827	WILKINSON REAL ESTATE	9926-0943/612 N IMPERIAL #A	81.93
128252	10/09/25	Reconciled		10/17/25	7695	WINNCOM TECHNOLOGIES CORP	90008482 85019	4,178.02
128253	10/09/25	Reconciled		10/27/25	1773	ZASUETA CONTRACTING, INC.	3426 85180	179,655.00
128390	10/16/25	Printed			023	AIRWAVE COMMUNICATIONS	451211 84936	762.06
128391	10/16/25	Printed			884	ALPHA SITE LOGISTICS	I390 85355	338.56
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128393	10/16/25	Reconciled		10/27/25	7078	APPLIED CONCEPTS	465421 84940	3,651.52
128394	10/16/25	Printed			8858	ARTURO AYALA	9958-0920/2300 MYRTLE#46	46.77
128395	10/16/25	Reconciled		10/22/25	7158	BLUETARP FINANCIAL, INC.	J12757 85356	3.65
128396	10/16/25	Reconciled		10/22/25	455	CALIFORNIA STATE DISBURSEMENT	10/17/25	1,605.66
128397	10/16/25	Printed			8859	CARLOS DEL ANGEL	9924-0094/2700 BRIGHTON	129.84
128398	10/16/25	Reconciled		10/17/25	1053	CITY OF IMPERIAL	PETTY CASH- FIESTA 10/18/25 85367	500.00
128399	10/16/25	Reconciled		10/27/25	3135	COUNTY OF SAN DIEGO, RCS	26IMPCPDN03 84938	1,372.50
128400	10/16/25	Reconciled		10/21/25	607	DAVE BANG & ASSOCIATES, INC.	CA59378 85370	1,980.53
128401	10/16/25	Printed			2815	DEVELOPMENT MANAGEMENT GROUP	SEPTEMBER 2025 84242	5,123.97
128402	10/16/25	Reconciled		10/22/25	8447	EL CENTRO ROCK SUPPLY	0003920 85354	226.27
128403	10/16/25	Reconciled		10/23/25	8861	EMILY GUZMAN	034 85365	450.00
128404	10/16/25	Reconciled		10/28/25	8064	ENTERPRISE FLEET MANAGEMENT,	575205A-100325 85302	102,008.62
128405	10/16/25	Printed			314	FRANCHISE TAX BOARD	10/17/25	808.62
128406	10/16/25	Reconciled		10/22/25	1423	GREEN PATCH LANDSCAPING INC.	16204 85364	902.37
128407	10/16/25	Printed			4271	HUMANE SOCIETY OF IMPERIAL	SEPTEMBER 2025 84937	140.00
128408	10/16/25	Reconciled		10/20/25	102	IMPERIAL POLICE OFFICERS ASSN.	10/17/25	1,267.50

Check Register Report

Date: 10/29/2025

Time: 3:56 pm

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CITY OF IMPERIAL

BANK: US BANK

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128411	10/16/25	Reconciled		10/27/25	5033	INFO SEND INC.	295931 85304	1,995.29
128412	10/16/25	Printed			8644	JESSICA HURTADO	10/17/25	394.62
128413	10/16/25	Reconciled		10/27/25	8831	JOSE LANDEROS	9992-0170/318 W 4TH REISSUE	43.79
128414	10/16/25	Reconciled		10/22/25	868	K-C WELDING & RENTALS, INC.	219049 85351	401.21
128415	10/16/25	Reconciled		10/21/25	1996	LEE TIRE CO.	407785 85357	246.50
128416	10/16/25	Reconciled		10/21/25	101	LINCOLN LIFE	10/17/25	892.00
128417	10/16/25	Printed			8860	MARVIN CORNEJO	9222-0001/616 MORNINGSIDE	15.68
128418	10/16/25	Reconciled		10/20/25	8857	MICHELLE RAMIREZ	8925-0065/642 W BREWER #123	118.77
128419	10/16/25	Reconciled		10/21/25	1190	MISSIONSQUARE - 304257	10/17/25	526.40
128420	10/16/25	Reconciled		10/23/25	4475	MOTOROLA SOLUTIONS, INC	8282209117 83744	34,189.59
128421	10/16/25	Printed			8669	NAPA AUTO PARTS	569952 85360	98.20
128422	10/16/25	Reconciled		10/21/25	8633	NC CHILD SUPPORT CENTRALIZED	10/17/25	264.00
128423	10/16/25	Reconciled		10/20/25	6710	PREMIER RENTALS	FIESTA 10/18/25 85366	1,629.80
128424	10/16/25	Reconciled		10/20/25	3897	QT SANITATION	3338 85369	1,627.00
128425	10/16/25	Reconciled		10/27/25	5117	RECDESK LLC	RD-001808 85039	376.25
128426	10/16/25	Reconciled		10/27/25	8856	RHETT & ELIDA ESTRICK	9610-0788/657 SILVERWOOD	49.96
128427	10/16/25	Reconciled		10/20/25	7343	ROVE ENGINEERING INC	7262 84810	880,588.17
128428	10/16/25	Printed			2365	SPARKLETTS	24671719 101125	344.71
128429	10/16/25	Reconciled		10/20/25	6193	STRADLING YOCCA CARLSON&RAUTH,	424193 84243	3,014.56
128430	10/16/25	Reconciled		10/21/25	1265	SUPERIOR READY MIX CONCRETE LP	2510-059094 85363	245.95
128431	10/16/25	Reconciled		10/22/25	104	TEAMSTERS, LOCAL 542	10/17/25	2,181.00
128432	10/16/25	Reconciled		10/23/25	7443	TEXAS LIFE INSURANCE COMPANY	10/17/25	1,213.12
128433	10/16/25	Reconciled		10/20/25	8532	TYLER BRINKERHOFF	009 84240	1,500.00
128447	10/16/25	Reconciled		10/16/25	5837	U.S. BANK	HYATT 8/20/25 83587	29,880.69
128448	10/20/25	Reconciled		10/22/25	8201	ELIZABETH LUEVANO	10/22/25 - 10/26/25 CLA CONFERENCE	342.00
128449	10/20/25	Reconciled		10/20/25	2191	EMBER HALLER	10/21/25 - 10/26/25 CSL RETREAT & CLA CONF	383.00
128450	10/20/25	Reconciled		10/23/25	8863	EMMANUEL GONZALEZ	10/23/25 - 10/26/25 CLA CONFERENCE	261.75
128451	10/20/25	Printed			8865	IVONNE SOTOMAYOR	10/22/25 - 10/26/25 CLA CONFERENCE	342.00
128452	10/20/25	Reconciled		10/20/25	8220	JULIA SAMANIEGO	10/22/25 - 10/26/25 CLA CONFERENCE	342.00
128453	10/20/25	Reconciled		10/27/25	8862	LARYSSA ALVARADO	10/24/25 - 10/25/25 CLA CONFERENCE	112.50
128454	10/20/25	Reconciled		10/22/25	8864	MIA HERNANDEZ	10/22/25 - 10/26/25 CLA CONFERENCE	342.00
128455	10/20/25	Reconciled		10/21/25	8221	ROBERT DE DIOS	10/23/25 - 10/26/25 CLA CONFERENCE	261.75
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128589	10/29/25	Printed			3697	AARON REEL	REIMB- TRAINING 10/14/25 84948	64.92
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128597	10/29/25	Printed			6306	AMERICAN FIDELITY ASSURANCE	D899495 85309	6,020.92
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128599	10/29/25	Printed			656	AQUA METRIC	INV0110787 85507	56,509.21
128604	10/29/25	Printed			4400	BABCOCK LABORATORIES, INC.	LJ50028-8203 85475	10,787.46
128605	10/29/25	Printed			6069	BAKER DISTRIBUTING COMPANY LLC	GF71253 85238	1,525.55
128606	10/29/25	Printed			3869	BASE HILL INC.	26406 SEP 2025 85215	5,757.00
128607	10/29/25	Printed			8873	BIANCA HATFIELD & DAMIAN	9827-0004/477 PINTO	60.13
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128611	10/29/25	Printed			7158	BLUETARP FINANCIAL, INC.	J20517 85386	2,076.33

Check Register Report

Date: 10/29/2025

Time: 3:56 pm

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128614	10/29/25	Printed			8296	BRAWLEY ANALYTICAL, INC.	001519 85451	1,013.50
128615	10/29/25	Printed			674	BRENNTAG	BPI554356 85217	1,521.33
128616	10/29/25	Printed			455	CALIFORNIA STATE DISBURSEMENT	10/31/25	1,605.66
128617	10/29/25	Printed			3669	CANON U.S.A. INC	41990559 85311	3,206.98
128618	10/29/25	Printed			6222	CODE EXXPERS, LLC	2025-0021 85501	950.00
128619	10/29/25	Printed			1154	COMPUTERSHARE TRUST COMPANY	2486599 STRB 2016A 85308	5,000.00
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128621	10/29/25	Printed			8875	CORPORATE TRADITIONS INC.	XEAH2QQH-0002 85266	305.00
128622	10/29/25	Printed			132	COSTCO WHOLESALE	47582 85368	527.81
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128624	10/29/25	Printed			8867	DANIELLE FIGUEROA	9987-1574/312 E BARIONI	349.03
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128626	10/29/25	Printed			1302	DAVID TURCH & ASSOCIATES	OCTOBER 2025	5,000.00
128627	10/29/25	Printed			7257	DENNIS MORITA	10/23/25 - 10/25/25 CLA CONFERENCE	142.75
128628	10/29/25	Printed			1573	DEPARTMENT OF JUSTICE	848339 84943	223.00
128629	10/29/25	Printed			793	DERMA'S FLOOR COVERING	14595 85225	40.95
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128631	10/29/25	Printed			207	EL CENTRO MOTORS	5242142 84947	507.00
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128635	10/29/25	Printed			4456	GRAFFIK SCREEN PRINTING	4739 85374	48.49
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128639	10/29/25	Printed			331	HACH COMPANY	14701011 84951	23,130.00
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128645	10/29/25	Printed			4637	IMPERIAL COUNTY PUBLIC HEALTH	25198 85245	1,638.00
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128647	10/29/25	Printed			028	IMPERIAL IRRIGATION DISTRICT	OCTOBER 23, 2025	10,535.48
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128649	10/29/25	Printed			1336	IMPERIAL LANDFILL- 4136	4136-000022691 Sludge 9/16-30 85227	1,421.20
128652	10/29/25	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B80074 85385	1,259.75
128653	10/29/25	Printed			7777	IMPERIAL VALLEY AIR CONDITIONI	4956 85211	405.00
128658	10/29/25	Printed			6472	INGRAM LIBRARY SERVICES	91304208 84392	1,235.06
128659	10/29/25	Printed			7119	JEREMY SCHAFER	REIMB.- TRAINING 10/17/25 85400	64.92
128660	10/29/25	Printed			8644	JESSICA HURTADO	10/31/25	394.62
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128662	10/29/25	Printed			6365	JOHN DEERE FINANCIAL	P9313443 85221	41.96
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128668	10/29/25	Printed			5230	LABOR COMPLIANCE CONSULTANTS	3038 85387	3,000.00
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128670	10/29/25	Printed			788	LIEBERT CASSIDY WHITMORE	307192 85262	1,337.00
128671	10/29/25	Printed			101	LINCOLN LIFE	10/31/25	542.00
128672	10/29/25	Printed			260	MALLORY SAFETY AND SUPPLY LLC	6277516 85454	629.24
128673	10/29/25	Printed			8877	MARCI MORALES	PARK RESERVATION REFUND 85372	40.00
128674	10/29/25	Printed			240	METTLER-TOLEDO, INC.	850234142 84986	4,645.29
128675	10/29/25	Printed			8872	MIGUEL DURAN	9614-1146/212 FONZIE	109.59
128676	10/29/25	Printed			1190	MISSIONSQUARE - 304257	10/31/25	526.40
128677	10/29/25	Printed			776	MOSS, LEVY & HARTZHEIM LLP	17867 85313	5,000.00
128678	10/29/25	Printed			8314	MOTION INDUSTRIES, INC	CA05-01146405 84666	3,299.88
128679	10/29/25	Printed			4475	MOTOROLA SOLUTIONS, INC	8282214277 85402	1,427.36
128682	10/29/25	Printed			8669	NAPA AUTO PARTS	570243 85382	1,948.50
128683	10/29/25	Printed			8633	NC CHILD SUPPORT CENTRALIZED	10/31/25	264.00
128684	10/29/25	Printed			2510	NTU TECHNOLOGIES, INC.	13372 85465	12,459.46
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128686	10/29/25	Printed			079	ONE SOURCE DISTRIBUTORS	S007980729.001 83796	1,800.05
128687	10/29/25	Printed			7495	POLYDYNE INC.	1967735 85216	9,764.31
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128689	10/29/25	Printed			2782	PRINCIPAL LIFE INSURANCE COMP	1044724-10001 NOV 2025 85314	7,522.14
128690	10/29/25	Printed			5020	PROLITERACY	35694 85134	134.69
128691	10/29/25	Printed			8576	RAMIRO RAMOS	10/14/25 - 10/17/25 REIMBURSEMENT-CAR RENTAL	50.05
128692	10/29/25	Printed			8876	REBECCA E. RUEZGA	9978-4157/480 TRESHILL #286	249.23
128693	10/29/25	Printed			3786	RINGCENTRAL INC	CD_001254601 85509	1,365.28
128694	10/29/25	Printed			7343	ROVE ENGINEERING INC	7143 85474	2,584.00
128695	10/29/25	Printed			3526	RSD	3348454-00 85205	222.16
128696	10/29/25	Printed			6233	RYAN HERCO PRODUCTS CORP	B485413 85464	827.28
128697	10/29/25	Printed			957	SC FUELS	IN-0000217652 85219	1,485.25
128698	10/29/25	Printed			979	SELLERS PETROLEUM	0738404-IN 85455	392.53
128699	10/29/25	Printed			5706	SHI INTERNATIONAL CORP	B20363093 85022	3,407.93
128700	10/29/25	Printed			3262	SIMNSA HEALTH PLAN	144424 NOV 2025 COBRA 85310	11,660.22
128701	10/29/25	Printed			5257	SKM ENGINEERING LLC	31386 85243	1,172.50
128702	10/29/25	Printed			135	SOCALGAS	675 W ATEN 9/10-10/9/25 85467	65.97
128703	10/29/25	Printed			6182	SONIA GARCIA	9965-0700/219 W BARIONI	6.24
128704	10/29/25	Printed			8721	SOUTHSTAR ENGINEERING &	594 84840	298.00
128705	10/29/25	Printed			6416	SUN DATA SUPPLY	INV0302973 85136	60.02
128706	10/29/25	Printed			068	SUNBELT RENTALS, INC.	175165327-0001 85383	14,897.86
128707	10/29/25	Printed			7786	TAVCO SERVICES, INC	25101616 85376	104.90
128708	10/29/25	Printed			4136	THE RENTAL SHOP	202886 85266	763.00
128709	10/29/25	Printed			1239	THE SHERWIN-WILLIAMS CO.	0237-4 85466	109.97
128710	10/29/25	Printed			058	TROJAN UV	200/50006221 85229	44,855.89
128711	10/29/25	Printed			7708	TUCKER MINI STORAGE	NOVEMBER 2025- UNIT 425 85375	250.00
128712	10/29/25	Printed			8874	URBAN SDK INC.	1850 85403	10,500.00
128713	10/29/25	Printed			1100	USA BLUEBOOK	INV00833460 85469	1,378.52
128716	10/29/25	Printed			615	VALLEY PEST SERVICES, INC	14355142	1,365.00
128717	10/29/25	Printed			611	VERIZON WIRELESS	6125318615	956.34
128718	10/29/25	Printed			8869	VICTOR GARCIA	8719-0333/615 SHEFFIELD	77.92

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Date: 10/29/2025

Time: 3:56 pm

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CITY OF IMPERIAL

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128721	10/29/25	Printed			1715	WAXIE SANITARY SUPPLY	83555551 85214	663.22
128722	10/29/25	Printed			7695	WINNCOM TECHNOLOGIES CORP	90009063 85017	10,559.43

Total Checks: 247

Checks Total (excluding void checks): 2,292,864.37

Total Payments: 247

Bank Total (excluding void checks): 2,292,864.37

Total Payments: 247

Grand Total (excluding void checks): 2,292,864.37

Imperial City Council

James Tucker – Mayor
Ida Obeso-Martinez – Mayor Pro-Tem
Stacy Mendoza – Council Member
Katherine Burnworth – Council Member
Robert Amparano – Council Member

MINUTES

Regular Meeting of the Imperial City Council

City Council Chambers
 220 West 9th Street
 Imperial, CA 92251-1637

October 1, 2025

Closed Session at 06:00 pm

Open Session at 07:00 pm

6:00 P.M. CLOSED SESSION

CALL TO ORDER: The meeting was called to order at 6:05 p.m.

ROLL CALL: Council Members Amparano, Burnworth, Mendoza, Mayor Tucker, City Manager Morita, and Attorney Turner.

Mayor Pro Tem Obeso-Martinez arrived at 6:50 p.m.

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY:

Public comment received by Flavio Grijalva regarding Teamsters 542.

CONFERENCE WITH LEGAL COUNSEL:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS- G.C.§ 54956.8

Property Address: Unnumbered parcel of land of approximately 18,730 sq. ft. of vacant land located at the southern tip of South Imperial Avenue where it meets Highway 86

Agency Negotiator: Dennis H. Morita, City Manager

Negotiating Parties: Dr. Tien Vo, Under Negotiation: Price and terms

CONFERENCE WITH LABOR NEGOTIATORS – G.C.§ 54957.6

Agency Representatives: City Manager

Employee Organization: Imperial Police Officers Association, Teamsters Local 542 & Employee

Organization Management Supervisory, Professional, Confidential, and Police Captain/Unrepresented

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION G.C §54956.9 (d)(2)

Novalk, LLC v. City of Imperial et. al, United States District Court for the Southern District of California, 25CV2307 BAS DDL and City of Imperial v. Gazette Ranch, Inc., Imperial County Superior Court, ECU00569

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant Exposure of Litigation - G.C §54956.9 (d)(2)

Number of Potential Cases: 1

7:00 P.M. REGULAR MEETING

CALL TO ORDER: Mayor Tucker called the meeting to order at 7:17 p.m.

ROLL CALL: Council Members Amparano, Burnworth, Mendoza, Mayor Pro Tem Obeso-Martinez and Mayor Tucker.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Steel Adkins.

ADJUSTMENTS TO THE AGENDA:

City Manager Dennis H. Morita moved Items B-6, B-7, and B-8 from the Consent Agenda to a future meeting. Mayor Tucker moved Action Item C-6 to the next meeting. Council Member Amparano moved Action Item C-2 to the Consent Agenda.

Moved by Amparano, seconded by Burnworth, to approve the changes on Adjustment to the Agenda.

AYES: Amparano, Burnworth, Mendoza, Obeso-Martinez, and Tucker

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

CITY ATTORNEY REPORT ON CLOSED SESSION: The City Attorney, Turner, stated that directions were given to Real Property Negotiators on price and terms, directions were given to Labor Negotiators, an Update was given for Existing Litigations, and directions were given for Anticipated Litigation.

PUBLIC COMMENT:

Public Comment received by Allister Lopez and Gustavo Peza regarding the Mayor of the day.

Public Comment received by Michelle Hollinger regarding Victoria Homes' grand opening and the IVRCC Honey Festival.

A. PRESENTATIONS:

A-1. Mayor Tucker presented the proclamation for Fire Prevention Week.

B. CONSENT AGENDA:

B-1. Approval of Warrants Report.

B-2. Approval of City Council Minutes for Regular Meeting of September 3, 2025.

B-3. Authorize the surplus of various non-operational tools and equipment for the Parks Department.

- B-4.** Approve Resolution No. 2025-46B, amending the original resolution approving a ten-year finance agreement with PNC Bank to acquire a fire engine.
- B-5.** Approve and adopt the revisions to the City's Vehicle Use Policy.
- *B-6. Moved to a future meeting** - Approve and implement the recommendations of the classification study as outlined to include reclassifications, title changes, and new and updated job descriptions for positions with Teamsters, and update the salary schedule.
- *B-7. Moved to a future meeting** - Adopt Resolution No. 2025-50 amending the Employee Benefits for MSPC Unrepresented Employees to incorporate new classification titles from the reclassified Teamsters positions.
- *B-8. Moved to a future meeting** - Approve the Side Letter of Agreement with Teamsters Union Local 542, and authorize the City Manager to execute the agreement on behalf of the city.
- B-9.** Adopt Resolution No. 2025-51 establishing a ticket policy pursuant to the Fair Political Practices Commission.
- B-10.** Ratification of Support Letters for SB 346, SB 707, SB 454, AB 339, and AB 650.
- *C-2.** Approve street closure request and special event application submitted by Faith Assembly Church for the Annual Harvest Festival.

Moved by Mendoza, seconded by Obeso-Martinez, to approve the Consent Agenda, removing items B-6, B-7, B-8, and adding item C-2.

AYES: Amparano, Burnworth, Mendoza, Obeso-Martinez, and Tucker

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

C. ACTION ITEMS (DISCUSSION/ACTION):

- C-1.** Selection of a Mayor for the Day.

Presenter: Dennis H. Morita, City Manager

Recommendation: Select a student from the Imperial Unified School District to be the City of Imperial Mayor for the Day.

Mayor Harper Williams and Council Members Allister Lopez, Ian Leal, and Ethan Lara.

Moved Burnworth, seconded by Amparano, to approve adding Allister Lopez's application to selecting a Mayor for the Day.

AYES: Amparano, Burnworth, Mendoza, Obeso-Martinez, and Tucker

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

- *C-2. Moved to Consent Agenda** - Approve street closure request and special event application submitted by Faith Assembly Church for the Annual Harvest Festival.

- C-3.** Adopt Resolution No. 2025-48, approving an application for the Annexation of APN 063-010-059 located at Neckel Road and La Brucherie Road.

Presenter: Othon Mora, Community Development Director

Recommendation: Adopt Resolution No. 2025-48, INITIATING AN APPLICATION TO THE IMPERIAL COUNTY LOCAL AGENCY FORMATION COMMISSION FOR THE WEST 70 GROUP, LLC, ANNEXATION ON APN 063-010-059 LOCATED AT THE NECKEL ROAD AND LA BRUCHERIE ROAD INTERSECTION.

Moved by Mendoza (I. Leal), seconded by Obeso-Martinez (A. Lopez), to approve Resolution No. 2025-48.

AYES: Amparano, Burnworth, Mendoza, Obeso-Martinez, and Tucker

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

- C-4.** Approve an agreement with Turbodata Systems, Inc for citation processing and collections services for the Police Department.

Presenter: Aaron Reel, Police Chief

Recommendation: Approve a five-year agreement with Turbo Data Systems, Inc., for citation processing and collections services for the Police Department.

Moved by Obeso-Martinez (A. Lopez), seconded by Amparano (E. Lara), to approve a five-year agreement with Turbo Data Systems, Inc., for citation processing and collections services for the Police Department.

AYES: Amparano, Burnworth, Mendoza, Obeso-Martinez, and Tucker

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

- C-5.** Approve a rate adjustment and agreement with HDL Coren & Cone for property tax consulting and audit services.

Presenter: Victor Manriquez, Finance Director

Recommendation: Approve the rate adjustment and a five-year agreement with HDL Coren & Cone for property tax consulting and audit services.

Moved by Amparano (E. Lara), seconded by Mendoza (I. Leal), to approve the rate adjustment and a five-year agreement with HDL Coren & Cone for property tax consulting and audit services.

AYES: Amparano, Burnworth, Mendoza, Obeso-Martinez, and Tucker

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

***C-6.** Discussion regarding City of Imperial Summer Recreation Program Scheduling for 2026.

Presenter: James Tucker, Mayor

Discussion only.

***Mayor Tucker tabled until the next regular scheduled Council Meeting.**

D. REPORTS:

D-1. Departments reported on their activities since the last city council meeting.

D-2. City Manager Report: None

D-3. The mayor and council members have reported on their activities since the last city council Meeting and upcoming events.

ADJOURNMENT:

Seeing no further business before the Council, Mayor Tucker (H. Williams) ended this meeting at 8:18 p.m. and adjourned until the next council meeting on October 15, 2025, at 7:00 p.m.

The council went back into closed session until 9:00 p.m.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the city of Imperial, California, this 5th day of November 2025.

KRISTINA SHIELDS
City Clerk

Imperial City Council

James Tucker – Mayor
Ida Obeso-Martinez – Mayor Pro-Tem
Stacy Mendoza – Council Member
Katherine Burnworth – Council Member
Robert Amparano – Council Member

MINUTES

Regular Meeting of the Imperial City Council

City Council Chambers
 220 West 9th Street
 Imperial, CA 92251-1637

October 15, 2025

Closed Session at 06:00 pm

Open Session at 07:00 pm

The City Council meetings are live-streamed on the City's Facebook page at www.facebook.com/cityofimperial. By remaining in the room, you are giving permission to be recorded.

Public Comments: Members of the public who wish to speak are encouraged to fill out a Speaker Slip and submit it to the City Clerk before the start of the meeting. Public comments are limited to 3 minutes. Comments may also be submitted by email to CityClerk@imperial.ca.gov no later than 5:00 p.m., the day of the meeting.

Americans with Disabilities Act: Requests for special assistance to participate in the meeting, please contact the City Clerk's Office by calling (760) 355-5303 or emailing CityClerk@imperial.ca.gov. Notification of 48 hours before the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

All documents with executive summaries and staff recommendations for open session action items are available on the City's website 72 hours before the meeting www.https://cityofimperial.org/cc-agenda-archive. Supplemental writings distributed to the City Council within 72 hours of the meeting will also be posted online. Written materials shared during the meeting will be available there if prepared by the city or afterward if prepared by others. These materials can be obtained from the City Clerk's Office.

6:00 P.M. CLOSED SESSION

CALL TO ORDER: The meeting was called to order at 6:09 p.m.

ROLL CALL: Council Members Amparano, Burnworth, Mendoza, City Manager Morita, Assistant to the City Manager Garcia, and Attorney Tuner.

Mayor Pro Tem Obeso-Martinez arrived at 6:18 p.m.

ABSENT: Mayor Tucker

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY:

Public comment received by Flavio Grijalva regarding Teamsters 542.

Public comment received by Andrew Rauch regarding property.

CONFERENCE WITH LEGAL COUNSEL:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION G.C §54956.9 (d)(2)

Novalk, LLC v. City of Imperial et. al, United States District Court for the Southern District of California, 25CV2307 BAS DDL and Haller v. City of Imperial, Imperial County Superior Court Case No. ECU003506.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant Exposure of Litigation - G.C §54956.9 (d)(2)

Number of Potential Cases: 1

CONFERENCE WITH LABOR NEGOTIATORS – G.C. § 54957.6

Agency Representatives: City Manager

Employee Organization: Imperial Police Officers Association, Teamsters Local 542 & Employee

Organization Management Supervisory, Professional, Confidential, and Police Captain/Unrepresented

7:00 P.M. REGULAR MEETING

CALL TO ORDER: Mayor Pro Tem Obeso-Martinez called the meeting to order at 7:14 p.m.

ROLL CALL: Council Members Amparano, Burnworth, Mendoza, and Mayor Pro Tem Obeso-Martinez.

ABSENT: Mayor Tucker

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Parker Burnworth.

ADJUSTMENTS TO THE AGENDA: City Manager Dennis H. Morita asked to table Item C-1 to a future meeting.

CITY ATTORNEY REPORT ON CLOSED SESSION: The City Attorney, Turner, stated that direction was given to the council on Existing Litigation and Anticipated Litigation. There was no discussion of Labor Negotiators.

PUBLIC COMMENT: There were none.

A. PRESENTATIONS:

A-1. Mayor Pro Tem Obeso-Martinez presented the proclamation for National 4-H Week.

A-2. Q1 project status and updates by Alejandro Estrada, DoIt Director.

A-3. Five-Year CIP Budget Update by Victor Manriquez, Finance Director.

B. CONSENT AGENDA:

- B-1.** Approval of Warrants Report.
- B-2.** Approval of City Council Minutes for Regular Meeting of September 17, 2025.
- B-3.** Approval of a three-year renewal with Microsoft Enterprise agreement.
- B-4.** Adopt Resolution No. 2025-52 accepting grant funding from the Office of Traffic Safety.
- B-5.** Authorization to reject claim CW File Number CJP-3055057 as recommended by Carl Warren & Company.

Moved by Amparano, seconded by Burnworth, to approve the Consent Agenda and pulling Warrant Numbers 128110, 128131, 128149, and 128156.

AYES: Amparano, Burnworth, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: None

ABSENT: Tucker

MOTION CARRIES: 4-0

Moved by Burnworth, seconded by Amparano, to approve Warrant Number 128110 for Obeso-Martinez.

AYES: Amparano, Burnworth, Mendoza

NOES: None

ABSTAIN: Obeso-Martinez

ABSENT: Tucker

MOTION CARRIES: 3-0-1

Moved by Amparano, seconded by Mendoza, to approve Warrant Number 128131 for Burnworth.

AYES: Amparano, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: Burnworth

ABSENT: Tucker

MOTION CARRIES: 3-0-1

Moved by Burnworth, seconded by Mendoza, to approve Warrant Number 128149 for Amparano.

AYES: Burnworth, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: Amparano

ABSENT: Tucker

MOTION CARRIES: 3-0-1

Moved by Burnworth, seconded by Amparano, to approve Warrant Number 128156 for Mendoza.

AYES: Amparano, Burnworth, Obeso-Martinez

NOES: None

ABSTAIN: Mendoza

ABSENT: Tucker

MOTION CARRIES: 3-0-1

C. ACTION ITEMS (DISCUSSION/ACTION):

***C-1. Tabled to a future meeting** - Appoint two (2) scheduled vacancies to the Library Board of Trustees to fill a three-year term.

C-2. Appoint a City Representative and Alternate to the County of Imperial Airport Land Use Commission (ALUC).

Presenter: Dennis H. Morita, City Manager

Recommendation: Appoint a city representative and alternate to the Imperial Airport Land Use Commission.

Moved by Mendoza, seconded by Amparano, to approve and appoint Yvonne Cordero as a city representative and Tommy Garcia as an alternate to the Imperial Airport Land Use Commission.

AYES: Amparano, Burnworth, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: None

ABSENT: Tucker

MOTION CARRIES: 4-0

C-3. Discussion regarding City of Imperial Summer Recreation Program Scheduling for 2026.

Presenter: Tony Lopez, Parks & Recreation Director

No action, discussion only.

C-4. Approve and adopt the Code of Conduct and Ethics Policy for the City of Imperial.

Presenter: Kristen Smith, Human Resources & Risk Management Director

Recommendation: Approve and adopt the Code of Conduct and Ethics Policy for the City of Imperial.

Moved by Burnworth, seconded by Amparano, to approve and adopt the Code of Conduct and Ethics Policy for the City of Imperial.

AYES: Amparano, Burnworth, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: None

ABSENT: Tucker

MOTION CARRIES: 4-0

C-5. Approve the implementation of classification study recommendations for reclassifications, title changes, and new and updated job descriptions for the Teamsters Employees.

Presenter: Dennis H. Morita, City Manager

Recommendation: Approve and implement the recommendations of the classification study as outlined to include reclassifications, title changes, and new and updated job descriptions for all positions within Teamsters and update the city salary schedule to reflect these changes.

Moved by Burnworth, seconded by Mendoza, to approve and implement the recommendations of the classification study as outlined to include reclassifications, title changes, and new and updated job descriptions for all positions within Teamsters and update the city salary schedule to reflect these changes.

AYES: Burnworth, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: Amparano

ABSENT: Tucker

MOTION CARRIES: 3-0--1

C-6. Approve the Side Letter of Agreement by and between the City of Imperial and Teamsters Local Union 542.

Presenter: Dennis H. Morita, City Manager

Recommendation: Approve the Side Letter of Agreement by and between the City of Imperial and Teamsters Local Union 542 and authorize the City Manager to execute the agreement on behalf of the city.

Moved by Mendoza, seconded by Burnworth, to approve the Side Letter of Agreement by and between the City of Imperial and Teamsters Local Union 542 and authorize the City Manager to execute the agreement on behalf of the city.

AYES: Burnworth, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: Amparano

ABSENT: Tucker

MOTION CARRIES: 3-0--1

C-7. Approve Resolution No. 2025-50, establishing employee benefits for MSPC Unrepresented Employees of the City of Imperial to incorporate new classification titles.

Presenter: Kristen Smith, Human Resources and Risk Management Director

Recommendation: Approve Resolution No. 2025-50, establishing employee benefits for MSPC Unrepresented Employees of the City of Imperial to incorporate new classification titles.

Moved by Burnworth, seconded by Mendoza, to approve Resolution No. 2025-50.

AYES: Burnworth, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: Amparano

ABSENT: Tucker

MOTION CARRIES: 3-0--1

D. REPORTS:

D-1. Departments reported on their activities since the last city council meeting.

D-2. City Manager Report: None

D-3. The mayor and council members have reported on their activities since the last city council Meeting and upcoming events.

ADJOURNMENT:

Seeing no further business before the Council, Mayor Pro Tem Obeso-Martinez ended this meeting and adjourned it back into closed session until 9:30 p.m., the next council meeting being on November 5, 2025, at 7:00 p.m.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the city of Imperial, California, this 5th day of November 2025.

KRISTINA SHIELDS
City Clerk

DATE SUBMITTED 10/29/2025
 SUBMITTED BY R. ALEJANDRO ESTRADA
 DATE ACTION REQUIRED 11/5/25

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Approve and adopt the Acceptable Use Policy.

DEPARTMENT INVOLVED: DEPARTMENT OF INNOVATION & TECHNOLOGY

BACKGROUND/SUMMARY:

The City of Imperial Department of Innovation & Technology (DoIT) intentions for publishing an Acceptable Use Policy are not to impose restrictions that are contrary to the City's established culture of openness, trust, and integrity. DoIT is committed to protecting the City of Imperial's employees, partners, and the City from illegal or damaging actions by individuals, either knowingly or unknowingly.

Adequate security is a team effort that involves the participation and support of every City employee and affiliate who handles information and information systems. It is the responsibility of every computer user to be aware of these guidelines and to conduct their activities accordingly.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

FINANCE
INITIALS

VMS

STAFF RECOMMENDATION:

Recommendation to approve and adopt the Acceptable Use Policy.

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

DH21

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

REFERRED TO:

POLICY NAME: Acceptable Use Policy	AUTHORITY: City of Imperial
APPLICATION: All Employees	DATE APPROVED: November 5, 2025



City of Imperial

Department of Innovation & Technology

Acceptable Use Policy
Adopted: 11/05/2025



1. Overview

The City of Imperial Department of Innovation & Technology's (DoIT) intentions for publishing an Acceptable Use Policy are not to impose restrictions that are contrary to the City's established culture of openness, trust, and integrity. DoIT is committed to protecting the City of Imperial's employees, partners, and the City from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP, are the property of the City of Imperial. These systems are intended for business purposes, serving the interests of the city and our community/customers/citizens during normal operations.

Adequate security is a team effort that involves the participation and support of every City employee and affiliate who handles information and information systems. It is the responsibility of every computer user to be aware of these guidelines and to conduct their activities accordingly.

2. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at the City of Imperial. These rules are in place to protect the employee and the City. Inappropriate use exposes the City to risks, including virus attacks, compromise of network systems and services, and legal issues.

3. Scope

This policy applies to the use of information, electronic, and computing devices, as well as network resources, for conducting City business or interacting with internal networks and business systems, whether owned, leased, or used by the City, its employees, or third parties. All employees at the City of Imperial are responsible for exercising good judgment regarding the appropriate use of information, electronic devices, and network resources, by City policies and standards, local laws, and regulations. Exceptions to this policy are documented in section 5.2

This policy applies to employees of the City of Imperial and all equipment owned or leased by the City.



Employee Initials

4. Policy

4.1 General Use and Ownership

- 4.1.1 The City of Imperial's proprietary information stored on electronic and computing devices, whether owned or leased by the City, the employee, or a third party, remains the sole property of the City of Imperial. You must ensure, through legal or technical means, that the Data Protection Best Practices protect proprietary information.
- 4.1.2 You have a responsibility to promptly report the theft, loss, or unauthorized disclosure of the City of Imperial's proprietary information.
- 4.1.3 You may access, use, or share proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.
- 4.1.4 Employees are responsible for exercising good judgment; the use of city resources for personal use is prohibited.
- 4.1.5 For security and network maintenance purposes, DoIT may monitor equipment, systems, and network traffic at any time.
- 4.1.6 The City of Imperial reserves the right to audit networks and systems periodically to ensure compliance with this policy.

4.2 Security and Proprietary Information

- 4.2.1 All mobile and computing devices that connect to the internal network must comply with the Minimum Access Policy.
- 4.2.2 System-level and user-level passwords must comply with the High Encryption Password Standards.
- 4.2.3 Providing access or remote access to another individual, either deliberately or through failure to secure its access, is prohibited.
- 4.2.4 All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 20 minutes or less. You must lock the screen or log off when the device is unattended.
- 4.2.5 Postings by employees from a City of Imperial e-mail address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the City of Imperial unless the posting is made during business hours.



- 4.2.6 Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware. Please report any instances of potential malware by sending an email to reportphishing@imperial.ca.gov.

4.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempt from these restrictions during their legitimate job responsibilities (e.g., systems administration staff may need to disable the network access of a host if it is disrupting production services).

Under no circumstances is an employee of the City of Imperial authorized to engage in any activity that is illegal under local, state, federal, or international law while utilizing the City of Imperial-owned resources.

The lists below are by no means exhaustive, but they attempt to provide a framework for activities that fall into the category of unacceptable use.

4.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the City of Imperial.
2. Unauthorized copying of copyrighted material, including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the City of Imperial or the end user does not have an active license, is strictly prohibited.
3. Accessing data, a server, or an account for any purpose other than conducting City business, even if you have authorized access, is prohibited.
4. Exporting software, technical information, encryption software, or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted before exporting any material that is in question.
5. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
6. Revealing your account password to others or allowing the use of your account by others. This includes family and other household members when work is being done at home.



Acceptable Use Policy

Department of Innovation & Technology

Employee Initials

7. Using a City computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
8. Making fraudulent offers of products, items, or services originating from any City account.
9. Making statements about warranty, expressly or implied, unless it is a part of regular job duties.
10. Affecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data intended for an employee's designated recipient or logging into a server or account to which the employee is not expressly authorized to access, unless these actions fall within the scope of the employee's regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
11. Port scanning or security scanning is expressly prohibited unless prior notification to DoIT is made.
12. Executing any form of network monitoring, which will intercept data not intended for the employee's host, unless this activity is a part of the employee's regular job/duty.
13. Circumventing user authentication or security of any host, network, or account.
14. Introducing honeypots, honeynets, or similar technology on the City of Imperial network.
15. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
16. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or turn off, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
17. Providing information about, or lists of, the City of Imperial employees to parties outside the City.
18. Using a city computing asset, including mobile devices (laptops, cell phones, etc.) for personal activities or non-City business-related purposes, is prohibited.
19. Employees shall notify DoIT of any proposed changes to workstation placement, configuration, or equipment before implementing said changes. At no time shall employees move, disconnect, or power off City computing assets without authorization.
20. Employees shall not install any software without prior written approval from DoIT.



Acceptable Use Policy

Department of Innovation & Technology

Employee Initials

21. City-issued door access codes are only to be used by the employee to whom they were issued. Under no circumstances should employees share door access codes with other employees. Please contact DoIT if a replacement code is needed.
22. City-owned computing assets are to be used for city-related business purposes only. Employees are not permitted to stream content from streaming services such as Netflix, Hulu, Pandora, Spotify, and YouTube.



4.3.2 E-mail and Communication Activities

When using the City's resources to access and use the Internet, users must understand that they represent the City. Whenever employees state an affiliation to the City, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the City". Questions may be addressed to the DoIT.

1. Sending unsolicited e-mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (e-mail spam).
2. Any form of harassment via e-mail, telephone, or texting, whether through language, frequency, or size of messages.
3. Unauthorized use, or forging, of e-mail header information.
4. Solicitation of e-mail for any other e-mail address, other than that of the poster's account, with the intent to harass or to collect replies.
5. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
6. Use of unsolicited e-mail originating from within the City of Imperial's networks or other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by the City or connected via the City's network.
7. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).
8. The City of Imperial e-mail address shall be used for City business-related purposes only, and never configured on a personal device.
9. Political or religious objects or displays are not to be used on the city phone system or email signatures.
10. The City of Imperial highly encourages the use of enabling GPS location on city-issued phones to ensure employee safety and responsible use of City property.

4.3.3 Blogging and Social Media

1. Blogging by employees, whether using the City of Imperial's property and systems or personal computer systems, is also subject to the terms and restrictions outlined in this policy. Limited and occasional use of the City of Imperial's systems to engage in blogging is acceptable if it is done professionally and responsibly, does not otherwise violate the City of Imperial's policy, and is not detrimental to the City of Imperial.



Employee Initials

3. Employees may also not attribute personal statements, opinions, or beliefs to the City of Imperial when engaged in blogging. If an employee expresses their beliefs and/or opinions in blogs, they may not do so in a manner that expressly or implicitly represents themselves as an employee or representative of the City of Imperial. Employees assume any risks associated with their blogging activities.
4. Apart from following all laws about the handling and disclosure of copyrighted or export-controlled materials, the City's trademarks, logos, and any other City intellectual property may also not be used in connection with any blogging activity

5. Policy Compliance

5.1 Compliance Measurement

The DoIT team will verify compliance with this policy through various methods, including but not limited to business tool reports, internal and external audits, and feedback to the policy owner.

5.2 Exceptions

Any exception to the policy must be approved by the DoIT team in advance.

5.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

6. Definitions and Terms

- Blogging
 - Short for Weblog, a blog is a Web page that serves as a publicly accessible personal journal for an individual. Typically updated daily, blogs often reflect the author's personality. (v.) To author a Weblog. Other forms: Blogger (a person who blogs).
- Honeypot
 - A honeypot is a network-attached system set up as a decoy to lure cyber attackers and to detect, deflect, or study hacking attempts in order to gain unauthorized access to information systems.
- Honeynet
 - A honeynet is a network set up with intentional vulnerabilities; its purpose is to invite attack so that an attacker's activities and methods can be studied and that information used to increase network security.
- Proprietary Information



Acceptable Use Policy

Department of Innovation & Technology

Employee Initials

- In the United States, CPNI (Customer Proprietary Network Information) is information that telecommunications services such as local, long-distance, and wireless telephone companies acquire about their subscribers. It includes not only what services they use but also the amount and type of usage.
- Spam
 - E-mail spam is not only annoying but also dangerous to users. So, what is e-mail spam? E-mail spam is nothing but junk e-mail or unsolicited bulk e-mails sent through the e-mail system. It refers to the use of an email system to send unsolicited emails, especially advertising emails, to a group of recipients.

EMPLOYEE ACKNOWLEDGMENT

If you have additional questions about this policy, please contact Human Resources before signing the following agreement.

I have read the City of Imperial's policy on the use of e-mail, network, and internet/intranet and agree to abide by it. I understand that violation of any of the above guidelines may result in discipline, up to and including termination.

User Name (Printed)

User Signature

Date

DATE SUBMITTED 10/29/2025

SUBMITTED BY R. ALEJANDRO ESTRADA

DATE ACTION REQUIRED 11/5/25

COUNCIL ACTION ☒ (X)

PUBLIC HEARING REQUIRED ☐ ()

RESOLUTION ☐ ()

ORDINANCE 1ST READING ☐ ()

ORDINANCE 2ND READING ☐ ()

CITY CLERK'S INITIALS ☐ ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Approve and adopt the Mobile Device Policy.

DEPARTMENT INVOLVED: DEPARTMENT OF INNOVATION & TECHNOLOGY

BACKGROUND/SUMMARY:

It is the responsibility of the City of Imperial to implement procedures for the effective use of City-issued mobile devices, communication services, and electronic equipment to increase the City's operational efficiencies.

Mobile devices such as smartphones and tablets offer great flexibility and improved productivity for employees. However, they can also create added risk and potential targets for data loss. As such, their use must be in alignment with appropriate standards, and encryption technology should be used when possible.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

FINANCE
INITIALS

VMS

STAFF RECOMMENDATION:

Recommendation to approve and adopt the Mobile Device Policy.

DEPT. INITIALS

[Signature]

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

ATM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ☐ ()

DISAPPROVED ☐ ()

REJECTED ☐ ()

DEFERRED ☐ ()

REFERRED TO:

POLICY NAME: Mobile Device Policy	AUTHORITY: City of Imperial
APPLICATION: All Employees	DATE APPROVED: November 5, 2025



City of Imperial

Department of Innovation & Technology

Mobile Device Policy
Adopted: 11/05/2025



1. Overview

It is the responsibility of the City of Imperial to implement procedures for the effective use of City-issued mobile devices, communication services, and electronic equipment to increase the City's operational efficiencies.

Mobile devices such as smartphones and tablets offer great flexibility and improved productivity for employees. However, they can also create added risk and potential targets for data loss. As such, their use must be in alignment with appropriate standards, and encryption technology should be used when possible.

2. Purpose

This document outlines the Department of Innovation and Technology's (DoIT) requirements for City of Imperial employees working outside of an office setting.

3. Scope

This policy applies to any mobile device or endpoint computer issued by the City of Imperial that contains stored data owned by the City. e.g., email, text, videos, and photos.

4. Policy

All employees shall assist in protecting devices issued by the City of Imperial and in storing City of Imperial data. Mobile devices are defined to include desktop systems in a telework environment, as well as laptops, PDAs, and cell phones.

Users are expressly forbidden from storing City of Imperial data on devices that are not issued by the City of Imperial, such as storing the City of Imperial email on a personal cell phone, personal laptop, or PDA.

4.1 Anti-Virus, Windows Defender

City of Imperial will issue devices with Windows Defender and Endpoint security installed. Employees are to notify the DoIT immediately if they see error messages for these products. Devices must not be connected to a PC that lacks up-to-date and enabled anti-malware protection or does not comply with City of Imperial policy.



4.2 Mobile Device Modifications

Staff shall not modify the configuration without written authorization from the DoIT. Devices must not be “jailbroken” or “rooted” or have any software /firmware installed that is designed to gain access to functionality not intended to be exposed to the user.

4.3 Applications

Applications that DoIT does not approve are not to be used within the workplace or in conjunction with corporate data. Users must not load pirated software or illegal content onto their devices.

4.4 Keys

All encryption keys and passphrases must meet the complex requirements described in the City of Imperial’s AUP.

4.5 General Care

Devices that malfunction or are damaged must be reported to the DoIT. The City will be responsible for repairing tablets or phones that malfunction.

4.6 Loss and Theft

The loss or theft of any mobile device containing the City of Imperial’s data must be reported immediately.

4.7 Driving

Employees are prohibited from holding a device in their hands while driving. Phones or other devices used for navigation or other necessary functions must be securely mounted in the vehicle

A mobile telephone shall never be used under any circumstances to text, receive, or place calls, surf the web, email, instant message, use any type of Apps, or take pictures or videos while driving a vehicle. Employees may place or receive calls only using an approved hands-free device, as permitted by applicable laws. Employees who are charged with traffic violations resulting from the use of their city-issued mobile devices while driving will be solely responsible for all liabilities, including any fines, penalties, or any actions taken by law that result from such violation.



Mobile Devices Policy

Department of Innovation & Technology

5. Policy Compliance

5.1 Compliance Measurement

The DoIT team will verify compliance with this policy through various methods, including but not limited to business tool reports, internal and external audits, and feedback to the policy owner.

5.2 Exceptions

Any exception to the policy must be approved by the Department of Innovation & Technology and the City Manager's Office in advance.

5.3 Non-Compliance

The City reserves the right to inspect any files stored on mobile devices to ensure compliance with this policy. Individuals do not have any personal privacy right in any information created, received, stored in, or sent from any City-issued mobile device. Any data stored or recorded by a city-issued mobile device is the sole property of the City. An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

EMPLOYEE ACKNOWLEDGMENT

If you have additional questions about this policy, please contact Human Resources and/or DoIT before signing the following agreement.

I have read the City of Imperial's policy on the use of mobile devices and agree to abide by it. I understand that violation of any of the above policies may result in discipline, up to and including termination.

User Name (Printed)

User Signature

Date

DATE SUBMITTED 10/29/2025
 SUBMITTED BY R. ALEJANDRO ESTRADA
 DATE ACTION REQUIRED 11/5/25

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Approve and adopt the Bring Your Own Device Policy.

DEPARTMENT INVOLVED: DEPARTMENT OF INNOVATION & TECHNOLOGY

BACKGROUND/SUMMARY:

The City of Imperial Department of Innovation & Technology's (DoIT) intentions for publishing a Bring Your Own Device Policy are not to impose restrictions that are contrary to the City's established culture of openness, trust, and integrity. DoIT is committed to protecting the City's assets while providing a secure and effective method of conducting City business.

A Bring Your Own Device (BYOD) Policy enables approved employees to access their City of Imperial email account using an approved personal mobile device in lieu of a department-issued phone.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

FINANCE
INITIALS

VMS

STAFF RECOMMENDATION:

Recommendation to approve and adopt the Bring Your Own Device Policy.

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

OTM

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

REFERRED TO:

POLICY NAME: Bring Your Own Device	AUTHORITY: City of Imperial
APPLICATION: All Employees	DATE APPROVED: November 5, 2025



City of Imperial

Department of Innovation & Technology

Bring Your Own Device (BYOD) Policy
Adopted: 11/05/2025



Bring Your Own Device Policy

Department of Innovation & Technology

1. Overview

The City of Imperial Department of Innovation & Technology's (DoIT) intentions for publishing a Bring Your Own Device Policy are not to impose restrictions that are contrary to the City's established culture of openness, trust, and integrity. DoIT is committed to protecting the City's assets while providing a secure and effective method of conducting City business.

A Bring Your Own Device (BYOD) Policy enables approved employees to access their City of Imperial email account using an approved personal mobile device in lieu of a department-issued phone.

This policy is not intended to replace the current City Cellular Phone Policy dated August 17, 2011, nor the Mobile Devices Policy dated 12/15/2021.

2. Purpose

This policy outlines the acceptable use, security requirements, and responsibilities associated with using personal mobile devices (e.g., smartphones, tablets, laptops) to access City of Imperial government networks, applications, and data.

3. Scope

This policy applies to all employees, elected officials, contractors, and third-party vendors who access or use City of Imperial government data or systems on their personally owned devices.

4. Definitions

- BYOD: "Bring Your Own Device" refers to using personally owned computing devices to access government resources
- Device: A personally owned smartphone, tablet, laptop, or other mobile computing device.

5. Eligibility

Employees and contractors may be eligible for BYOD participation. Final approval rests with the Department of Innovation & Technology Director.



6. Security Requirements

All BYOD participants must adhere to the following guidelines:

- Use a strong device passcode and enable device encryption
- Report lost or stolen devices immediately
- Allow remote wipe of City of Imperial data in case of loss, separation from employment, or compromise.
- Do not store sensitive or confidential City data on personal devices unless explicitly authorized.

7. Access Control

- Devices may only access City of Imperial systems and network via secure VPN, or other approved tools.
- Access rights may be revoked at any time based on security risk or administrative discretion.

8. IT Support Limitations

- IT support will be limited to ensuring secure access to the City of Imperial network.
- IT will not provide full support for personal apps or non-City-related issues on BYOD devices.

9. User Responsibilities

Users must:

- Maintain compliance with all security configurations.
- Notify IT of any security incidents or potential data breaches
- Understand that City of Imperial data on personal devices remains subject to public records laws and may be discoverable under FOIA or similar statutes.

10. Data Ownership and Privacy

- City of Imperial retains ownership of all government data.
- The user understands that personal data may be visible during troubleshooting or audits.
- Users waive expectation of privacy on government-related activity conducted via BYOD devices.



11. Reimbursement

- The City of Imperial is not liable for data or messaging charges while conducting City business.

12. App Restrictions

- The installation of unapproved applications that access or store City of Imperial data is prohibited. Only applications vetted and approved by the DoIT department may be used for business-related purposes on BYOD devices.

13. Public Records Compliance

- All communications, documents, and data related to City of Imperial business on BYOD devices are subject to applicable public records laws. Users must comply with requests for records and understand that personal devices may be subject to legal discovery if used for business-related purposes.

14. Violations

- Non-compliance with this policy may result in disciplinary action, including revocation of BYOD privileges.

15. Acknowledgment

- All participants must sign a BYOD Agreement Form before being granted access to City of Imperial systems or data using a personal device

EMPLOYEE ACKNOWLEDGMENT

If you have additional questions about this policy, please contact Human Resources before signing the following agreement.

I have read the City of Imperial's policy on the use of e-mail, network, and internet/intranet and agree to abide by it. I understand that violation of any of the above policies may result in discipline, up to and including termination.

User Name (Printed)

User Signature

Date

**Agenda Item
No.**

Ble

DATE SUBMITTED

10/24/25

SUBMITTED BY

Parks and
Recreation

DATE ACTION REQUIRED

11/5/25

COUNCIL ACTION	(X)
PUBLIC HEARING	()
REQUIRED	
RESOLUTION	()
ORDINANCE 1 ST READING	()
ORDINANCE 2 ND READING	()
CITY CLERK'S INITIALS	()

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:

1. ACCEPT THE PROJECT AS COMPLETE
2. AUTHORIZE THE RELEASE OF THE 5% RETENTION AND FILING OF THE NOTICE OF COMPLETION WITH THE COUNTY RECORDER'S OFFICE

DEPARTMENT INVOLVED: **PARKS AND RECREATION**

BACKGROUND/SUMMARY:

In 2023, the Parks and Recreation Department was awarded the Statewide Healthy Play & Education Funding Initiative. This Initiative provided fifty (50) percent matching funds for the purchase of the all-inclusive playground and fitness equipment. Zasueta Contracting was awarded a bid of \$396,730.00 to build the playground and fitness equipment, add flooring, new sidewalks install two (2) shade structures and install solar lighting. On August 21, 2025, a change order was approved in the amount of \$3,154.00 to fill some of the shade structures' footings with gravel due to the water table. The city has done its final walkthrough, and this project was deemed complete.

Construction cost total: \$399,884.00

Please see attached completion letter and project photos

FISCAL IMPACT: \$399,884.00 LIGHTING DISTRICT FUNDS

FINANCE
INITIALS

VMS

STAFF RECOMMENDATION: It is the department's recommendation for City Council to accept the project as complete and authorize staff to release 5% retention and file the notice of completion with the County Recorder's Office.

DEPT.
INITIALS



MANAGER'S RECOMMENDATION: *Authorize recording of notice of completion and release of retention after the running of period of time required by law*

CITY
MANAGER'S
INITIALS

JHM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO:



9/16/2025

Anthony Lopez,

Director of Parks & Recreation
City of Imperial
420 S. Imperial Ave.,
Imperial, CA 92251

To Whom It May Concern,

This is to certify that Zasqueta Contracting Inc has successfully completed the requirements for the project Dep. Anthony Redondo Memorial Park for the City of Imperial.

We appreciate your business.

A handwritten signature in black ink, appearing to read 'Andrew Zasqueta', with a stylized flourish at the end.

Andrew Zasqueta
President
Zasqueta Contracting Inc.

Redondo Park Playground Project



COMPLETED

DATE SUBMITTED 10/29/25
 SUBMITTED BY Police Department
 DATE ACTION REQUIRED 11/05/25

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: **DISCUSSION/ACTION: Approval to purchase one 2025 GMC Sierra Pickup from Imperial Valley Chevrolet**

DEPARTMENT INVOLVED:

Police Department

BACKGROUND/SUMMARY:

The Imperial Police Department is in the process of developing a dedicated Crime Scene Investigations (CSI) function to better respond to and manage evidence collection at major crime scenes. At this time, the department does not have a designated vehicle equipped for this purpose.

Recently, one of the department's unmarked Ford Fusion vehicles sustained significant damage after being struck by another vehicle. The insurance carrier has determined the vehicle to be a total loss. This provides an opportunity to replace the damaged vehicle with one that better aligns with the department's operational needs.

The proposed 2025 GMC Sierra offers the necessary space, payload capacity, and versatility required for transporting evidence collection equipment, crime scene tools, and supplies to and from major incidents.

To identify the most cost-effective replacement, the Police Department obtained three quotes for vehicles suitable for CSI operations. Imperial Valley Chevrolet provided the lowest quote for a 2025 GMC Sierra, making it the most financially advantageous option for the City.

FISCAL IMPACT: The cost of the 2025 GMC Sierra is \$44,345.16. Insurance proceeds from the totaled Ford Fusion are expected to offset a portion of this cost. Any additional expenses will be covered by the Police Department's current vehicle replacement allocation.

FINANCE INITIALS JMS

STAFF RECOMMENDATION: Approve

DEPT. INITIALS MS #401

MANAGER'S RECOMMENDATION:

approve

CITY MANAGER'S INITIALS John

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

2025 GMC Sierra 1500 Double Cab RWD Pickup Stock #G36557



Pricing Details

MSRP	\$43,230
Buick & GMC Consumer Cash Program	- \$2,750
GM Bonus Cash	- \$1,750
Dealer Discount	- \$5,000
Price	\$33,730
Total Savings	\$9,500

Chassis Details

Stock Number	G36557	Interior Color	Black
Stock Type	New	Seating Capacity	5
Year	2025	Exterior Color Description	White
Make	GMC	Engine Cylinder Count	4
Model	Sierra 1500	Transmission Type	Automatic
Class	2	Fuel Type	Gasoline
Drivetrain	RWD	Engine Model	L3B
Cab Type	Double	Engine Size (L)	2.7
Vehicle Trim	Pro	Brake Type	Hydraulic
Vehicle VIN	1GTRHAEK8SZ336557	MPG City/Hwy	18/21

Body Details

Body Type	Pickup
-----------	--------

Vehicle Options

Preferred Equipment Group 1SA
3.42 Rear Axle Ratio
Wheels: 17" x 8" Silver Painted Steel
Front 40/20/40 Split-Bench Seat
Vinyl Seat Trim
Standard Suspension Package
Convenience Package
Pro Value Package
Radio: GMC Infotainment Audio System
Deleted Mobile Service Plus
Front License Plate Kit
LED Cargo Area Lighting
Trailer Package
220 Amp Alternator
Electric Rear-Window Defogger
Deep-Tinted Glass
Front Frame-Mounted Black Recovery Hooks
EZ Lift Power Lock & Release Tailgate
4-Way Manual Driver Seat Adjuster
4-Way Manual Passenger Seat Adjuster
Power Front Windows w/Passenger Express Down
Power Rear Windows w/Express Down
Solar Absorbing Tinted Glass
Remote Keyless Entry
Power Door Locks
Power Front Windows w/Driver Express Up/Down
Push Button Start
Hitch Guidance
Heated Power-Adjustable Outside Mirrors
Chrome Header w/Flat Black Grille Insert Bars
GMC Pro Safety
Wireless Apple CarPlay/Wireless Android Auto
Buckle to Drive
IntelliBeam Automatic High Beam On/Off

4-Wheel Disc Brakes
Apple CarPlay/Android Auto
Emergency communication system: OnStar
Auto High-beam Headlights
Front Center Armrest w/Storage
Compass
Variably intermittent wipers
Trip computer
Traction control
Tilt steering wheel
Split folding rear seat
Speed-sensing steering
Speed control
Remote keyless entry
Rear step bumper
Rear reading lights
Radio data system
Power windows
Power steering
Passenger vanity mirror
Passenger door bin
Panic alarm
Overhead console
Overhead airbag
Outside temperature display
Occupant sensing airbag
Low tire pressure warning
Illuminated entry
Fully automatic headlights
Front wheel independent suspension
Front reading lights
Front anti-roll bar
Dual front side impact airbags
Dual front impact airbags

2 Charge/Data USB Ports
OnStar Services Capable
Following Distance Indicator
Forward Collision Alert
Lane Keep Assist w/Lane Departure Warning
Automatic Emergency Braking
Front Pedestrian Braking
6-Speaker Audio System Feature
HD Rear Vision Camera
Wi-Fi Hotspot Capable

Driver door bin
Delay-off headlights
Bumpers: chrome
Brake assist
AM/FM radio
ABS brakes
Voltmeter
Tachometer
Electronic Stability Control
Air Conditioning
6 Speakers

Vehicle Notes

Scores 21 Highway MPG and 18 City MPG! This GMC Sierra 1500 delivers a Turbocharged Gas I4 2.7L/ engine powering this Automatic transmission. WHEELS, 17 X 8 (43.2 CM X 20.3 CM) PAINTED STEEL, SILVER, TRANSMISSION, 8-SPEED AUTOMATIC, (COLUMN SHIFTER) ELECTRONICALLY CONTROLLED, TRAILERING PACKAGE.

This GMC Sierra 1500 Features the Following Options

PRO VALUE PACKAGE, CONVENIENCE PACKAGE, TIRE, SPARE 255/70R17 ALL-SEASON, BLACKWALL, TAILGATE, GATE FUNCTION MANUAL WITH EZ LIFT, SUMMIT WHITE, SEATS, FRONT 40/20/40 SPLIT-BENCH, RECOVERY HOOKS, FRONT, FRAME-MOUNTED, BLACK, REAR AXLE, 3.42 RATIO, PRO PREFERRED EQUIPMENT GROUP, MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE.

Price Includes: \$1750 - GM Bonus Cash. Exp. 11/03/2025 \$2750 - Buick & GMC Consumer Cash Program. Exp. 11/03/2025

\$ 33,730.00	<u>ONLY VALID THROUGH 11/03/2025</u>
2,620.66	(7.75%) SALES TAX
85.00	DOC FEE
35.00	CA EVR FEE
8.75	CA TIRE FEE
<u>\$ 36,479.41</u>	TOTAL

Photos





Vehicle Locator

Dealer Information

IMPERIAL VALLEY CHEVROLET GMC
602 WAKE AVENUE
EL CENTRO, CA 92243
Phone: 760-482-0525
Fax: 760-482-3213

1GTRHAEK8SZ336557

Model Year: 2025

Make: GMC

Model: 1500 Sierra

TC10753-Double Cab Standard Box, 2WD

PEG: 1SA-PRO

Primary Color: GAZ-Summit White

Trim: H1T-1SA-Cloth, Jet Black, Interior Trim

Engine: L3B-Engine: TurboMax High Output

Transmission: MFC-8-Speed Automatic

Event Code: 5000-Delivered to Dealer

Order #: FGNQWR

MSRP: \$43,230.00

Order Type: TRE-Retail Stock

Stock #: G36557

Inventory Status: Available

Additional Vehicle Information

Vehicle Options

Chargeable Options

1SZ-Option Package Discount

MSRP

-\$1,850.00

PEB-PRO Value Package

\$1,235.00

V76-Recovery Hooks

\$50.00

No Cost Options

C5U-GVW Rating 6800 Lbs

GU6-Rear Axle: 3.42 Ratio

L3B-Engine: TurboMax High Output

MFC-8-Speed Automatic

RD6-Wheels: 17" Steel - Painted Silver

YF5-California Emissions

Other Options

1SA-PRO	4AA-Interior Trim, Jet Black
65C-California Prop 65 Label	AKO-Deep Tinted Glass
AQQ-Keyless Remote Entry	AU3-Power Door Locks
AVI-RESTRAINT PROVISIONS ADJUSTABLE GUIDE LOOP	AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature
BG9-Floor Covering: Rubberized Vinyl, Black	BTM-Keyless Start
C49-Defogger, Rear Window Electric	DLF-Mirrors, O/S: Power, Heated
E63-Body: Pick-Up Bed	EF7-COUNTRY UNITED STATES OF AMERICA (USA)
GAZ-Summit White	H1T-1SA-Cloth, Jet Black, Interior Trim
IOR-GMC Infotainment System	K34-Cruise Control
KW5-Alternator, 220 AMP	MAH-MARKETING AREA US, PUERTO RICO/USVI
N06-STEERING COLUMN LOCK ELECTRICAL	NKD-Engine Sound Enhancement
PCI-Convenience Package	PDI-GMC Pro Safety
QBN-Tires: 255/70 R17 All Season, Blackwall	QBR-Tire, Spare: 255/70 R17 All Season, Blackwall
QK1-Standard Tailgate	QT5-Tailgate Function-Manual w/ Assist, Pwr Release
R9W-Mobile Service Plus Delete	RFQ-Focused Ordering Configuration
SAF-Lock, Spare Tire	SLM-Sales Stock Orders
TQ5-Headlamps, IntelliBeam	UE1-OnStar Communication System
UE4-Following Distance Indicator	UEU-Sensor, Forward Collision Alert
UF2-Lighting, Cargo Box, LED	UHX-Lane Keep Assist/Departure Warning
UHY-Automatic Emergency Braking	UKJ-Sensor, Front Pedestrian Braking
UVB-Rear Vision Camera, HD	V46-Bumper, Front, Chrome
VJH-Bumper, Rear, Chrome Step	VK3-Front License Plate Mounting Provisions
VV4-4G LTE Wi-Fi Hotspot capable	WMI-Aero Shutters, front grille
WMZ-VIN MODEL YEAR 2025	Z82-Trailer Package
Z85-Suspension Package	Z88-Nameplate - GMC
ZL3-SALES PACKAGE CONVENIENCE	

NORMAL
GOV'T.
FLEET
PRICING

\$ 43,230.00

- 2,200.00

GM GOVERNMENTAL FLEET DISCOUNT

41,030.00

3,186.41

(7.75%) SALES TAX

85.00

DOC FEE

35.00

CA EVR FEE

8.75

CA TIRE FEE

\$ 44,345.16

TOTAL

RICHARD ALLEN BAILEY

Fleet & Commercial Manager

602 Wake Avenue
El Centro, CA 92243

Direct: 760-335-3339
Business: 760-482-0525
Mobile: 760-427-2981
Fax: 760-352-4048

rbailey@ivauto.com
ivgm.com

IMPERIAL VALLEY
CHEVROLET GMC

IMPERIAL VALLEY AUTO:
CHEVROLET · GMC · HYUNDAI · HONDA

CHULA VISTA AUTO:
FORD · KIA · HONDA

DATE SUBMITTED 10/29/25
 SUBMITTED BY PUBLIC SERVICES
 DATE ACTION REQUIRED 11/05/25

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

Approve Advanced Water Treatment Specialists to provide Cross-Connection Control Program (CCCP) Coordination Services for the City of Imperial for a two month term.

BACKGROUND/SUMMARY:

Advanced Water Treatment Specialists, led by Mr. Ricardo Arguellez, has submitted a proposal to provide Cross-Connection Control Program (CCCP) Coordination Services for the City of Imperial over a two-month term. These services are essential to maintaining compliance with the State Water Resources Control Board's Cross-Connection Control Policy Handbook and protecting the integrity of the City's public water system. Under the proposed scope, Advanced Water Treatment Specialists will:

- Oversee all aspects of the CCCP to ensure regulatory compliance
- Manage documentation, testing records, and inventory tracking
- Coordinate with certified testers, property owners, and contractors
- Respond to contamination emergencies
- Serve as the primary CCCP contact for staff and agencies

The proposed compensation includes a monthly fee of \$2,500 for up to 16 hours of onsite support, with additional onsite hours billed at \$50/hour. Remote support is also included.

With nearly a decade of experience in water and wastewater operations—including prior service to the City of Imperial—Mr. Arguellez brings expertise and familiarity with the City's infrastructure and regulatory requirements.

FISCAL IMPACT:

\$5,000 (2 months) with additional onsite hours billed at \$50/hr. if needed.

Funds will be expended from water and water distribution funds.

FINANCE
INITIALS

VMS

STAFF RECOMMENDATION:

Approve services

DEPT.
INITIALS

Jng

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

JHm

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

Proposal: Cross-Connection Control Program Coordination Services

Submitted to: City of Imperial

Submitted by: Ricardo Arguellez

Term: Two (2) Months

Date: 10/9/25

Dear David,

Thank you for the continued opportunity to serve the City of Imperial. It has been a privilege to lead and administer the City's Cross-Connection Control Program (CCCP), and I am proud of the progress we have made in maintaining regulatory compliance and protecting the public water system.

Given the ongoing needs of the City and the regulatory requirements governing backflow prevention and cross-connection control, I am pleased to submit a formal proposal to serve as the Cross-Connection Control Program Coordinator, meeting the State Water Resources Control requirements stipulated in the new Cross-Connection Control Policy Handbook.

Scope of Services

In my role as the **Cross-Connection Control Program Coordinator**, I will provide the following services:

- Maintain and oversee all aspects of the **Cross-Connection Control Program** to ensure full compliance with state and local regulations.
 - Review, update, and manage all program documentation, including testing records, notices, and inventory tracking.
 - Coordinate with certified backflow testers, property owners, and contractors to ensure timely compliance and testing.
 - Respond to suspected cross-connection contamination emergencies swiftly and effectively.
 - Serve as the primary point of contact for all CCCP-related inquiries, providing guidance to City staff, customers, and regulatory agencies.
 - Participate in meetings and provide periodic updates to City management regarding program performance and compliance status.
 - Identify areas for improvement and recommend program enhancements as needed.
-

Proposed Cost Structure

To support the City in managing a fully compliant and efficient CCCP, I propose the following compensation structure:

- **Monthly Fee:** \$2,500
This includes up to **16 hours of onsite support.**
- Remote support: work on reports, emails, meetings, and answer any questions from City staff and stakeholders.
- **Additional Onsite Hours** (as needed): \$50/hour.

This structure ensures the City receives high-quality service and expert oversight while maintaining flexibility for additional needs as they arise.

Qualifications

With nearly a decade of experience in water and wastewater operations—including my time serving both the Water and Wastewater Treatment Plants for the City of Imperial—I bring a strong foundation in regulatory compliance, system operations, and cross-connection control. My previous role as the CCCP Coordinator for the City of Imperial has equipped me with a deep understanding of the City's infrastructure, program needs, and regulatory expectations.

Conclusion

I am committed to continuing my work with the City of Imperial and ensuring the CCCP remains compliant, efficient, and responsive to both regulatory demands and community needs. I look forward to the opportunity to continue supporting the City in this critical role.

Please feel free to contact me with any questions or to discuss this proposal further.

Advanced Water Treatment Specialists

Ricardo Arguellez, President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SWAIN CAMPBELL INSURANCE 447 West Aten Road Suite #5 Imperial CA 92251		CONTACT NAME: Amber Barros PHONE (A/C, No, Ext): (760) 352-6585 FAX (A/C, No): (760) 352-6742 E-MAIL ADDRESS: info@swaininsuranceagency.com															
INSURED ADVANCED WATER TREATMENT SPECIALISTS 894 S 1ST STREET BRAWLEY CA 92227		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ATAIN SPECIALTY INSURANCE COMPANY</td><td>17159</td></tr><tr><td>INSURER B: WESTERN WORLD INSURANCE COMPANY</td><td>13196</td></tr><tr><td>INSURER C: OHIO SECURITY INSURANCE COMPANY</td><td>24082</td></tr><tr><td>INSURER D: THE HARTFORD</td><td>29424</td></tr><tr><td>INSURER E: UNDERWRITERS AT LLOYD'S LONDON</td><td>15792</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: ATAIN SPECIALTY INSURANCE COMPANY	17159	INSURER B: WESTERN WORLD INSURANCE COMPANY	13196	INSURER C: OHIO SECURITY INSURANCE COMPANY	24082	INSURER D: THE HARTFORD	29424	INSURER E: UNDERWRITERS AT LLOYD'S LONDON	15792	INSURER F:	
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INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	CIP476937	07/03/2025	07/03/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		BAS (26) 69350155	06/15/2025	06/15/2026	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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AGGREGATE	\$ 1,000,000																			
	\$																			
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	72WECBT9MWG	07/01/2025	07/01/2026	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
E	PROFESSIONAL LIABILITY		ATRPL281911	07/01/2025	07/01/2026	<table border="1"><tr><td>EACH CLAIM</td><td>1,000,000</td></tr><tr><td>AGGREGATE LIMIT</td><td>2,000,000</td></tr></table>	EACH CLAIM	1,000,000	AGGREGATE LIMIT	2,000,000										
EACH CLAIM	1,000,000																			
AGGREGATE LIMIT	2,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED AS PER WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Agenda Item No. C-1

DATE SUBMITTED October 19, 2025
SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
DATE ACTION REQUIRED November 5, 2025

COUNCIL ACTION (x)
PUBLIC HEARING REQUIRED (x)
RESOLUTION ()
ORDINANCE 1ST READING (x)
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: 2025 CALIFORNIA BUILDING CODES

1. Introduction/ 1st reading by title only of Ordinance No. 831, Amending Imperial Municipal Code Chapter 6 to Adopt the 2025 California Building Codes
2. Provide directions to staff to prepare a summary or ordinance No. 831 for publication purposes.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

The State of California mandates that all cities and counties adopt updated building and construction codes every three years, in accordance with the statewide tri-annual code adoption cycle. As part of this process, the California Building Standards Commission published the 2025 California Building Standards Code on July 1, 2025, with an effective date of January 1, 2026. The city adopts the updated codes by amending chapter 6 of the Imperial Municipal Code.

FISCAL IMPACT: \$1,544.00

ADMIN SERVICES SIGN INITIALS JMS

STAFF RECOMMENDATION: Staff recommends introduction by title only of Ordinance No. 831 to adopt the 2025 California Building Codes.

DEPT. INITIALS DM

MANAGER'S RECOMMENDATION: approve

CITY MANAGER'S INITIALS OTN

MOTION:

SECONDED: APPROVED () REJECTED ()
AYES: DISAPPROVED () DEFERRED ()
NAYES:
ABSENT: REFERRED TO:

Ordinance No. 831

**ORDINANCE OF THE CITY OF IMPERIAL, CALIFORNIA, REENACTING CHAPTER 6
RELATING TO BUILDING REGULATIONS**

The City Council of the City of Imperial does ordain as follows:

SECTION 1: Articles I through Article IV of Chapter 6 of the Imperial Municipal Code are hereby repealed.

SECTION 2: Chapter 6 of the Imperial Municipal Code is hereby amended as follows.

BUILDING REGULATIONS

ARTICLE I

- 6-1 Purposes of Chapter
- 6-2 Creation of Building and Safety Division, a Division of Planning and Development Services
- 6-3 Building Official Generally; Contracts for Building Inspection by other Public Agencies
- 6-4 Duties of Building Official
- 6-5 Right of Entry
- 6-6 Dangerous, Unsanitary and Unlawful Construction
- 6-7 Permits Required
- 6-8 Applications for Permit
- 6-9 Compliance with Title 8 of the Codified Ordinance of Imperial County
- 6-10 Permit Fees
- 6-11 Emergency Work
- 6-12 Fee Refunds
- 6-13 Expiration of Permit
- 6-14 Fees for Issuance of Renewal of Expired Permit
- 6-15 Board of Appeals
 - 6-15.1 Appeals
- 6-16 Appeals to City Council
- 6-17 Non-Liability of the City Officers and Employees
- 6-18 Building and Structures to which Division is not applicable
- 6-19 Location of California Building Code
- 6-20 Conflict with State Law
- 6-21 Owner Construction
- 6-22 Prefabricated Buildings
- 6-23 Cargo Containers
- 6-24 Fees
- 6-25 Violations and Penalties

ARTICLE II

- 6-26 Adoption of the California Building Code, 2025 Edition Title

ARTICLE III

6-27 Findings and Purpose
6-28 Assumption of Responsibility
6-29 Enforcement

ARTICLE IV

6-30 Use and Occupancy

Article I. In General

6-1 Purposes of Chapter

The Purposes of this Chapter are to provide minimum standards to safeguard life, health, property, in the public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within the incorporated areas of the City; to encourage and instruct people to build safely and economically, rather than to discourage building, and to provide a minimum of restrictive enforcement and a maximum of good building information and encouragement.

6-2 Creation of Building and Safety Division, a Division of Planning and Development Services

There is hereby established in the City the Building and Safety Division, which is a Division of Planning and Development Services.

6-3 Building Official Generally; Contracts for Building Inspection by other Public Agencies

The City council shall designate a City officer or employee as Building Official; provided, that the City Council may designate another public agency or official thereof, as the City Building Official, and may, by agreement, contract for the furnishing of building inspection services by such public agency, in which case the functions and operations of the City Building and Safety Division shall be deemed to be transferred to the other contracting agency.

6-4 Duties of Building Official

The Building Official is authorized and directed to enforce the provisions contained herein and is further charged with enforcement of the provisions contained in Part 1.5 of Division 13 of the Health and Safety Code of the State of California and the California Building Code latest adoption. The Building Official shall maintain public office hours necessary to efficiently administer the provisions of this ordinance, and amendments thereto, and shall perform the following duties:

- 1) Require submission of, examine and check plans and specifications, drawings, descriptions, and/or diagrams necessary to show clearly the character, kind and extent of work covered by applications for permit and upon approval thereof shall issue the requested permit.

- 2) Keep a permanent, accurate account of all fees for permits issued and other monies collected and received as provided by this ordinance, the names of the persons upon whose account the same were paid, the date and amount thereof, together with the location of premises to which they relate.
- 3) Administer and enforce the provisions of this ordinance in a manner consistent with the intent thereof and inspect all work authorized by any permit to assure compliance with provisions of this ordinance or amendments thereto, approving or disapproving said work in whole or in part as conditions require.
- 4) Issue upon request a "Certificate of Approval" for any work approved by him.
- 5) Disapprove and reject all work done or being done or materials used or being used which do not in all respects comply with the provisions of this ordinance and amendments thereto.
- 6) Order changes in workmanship and/or materials essential to obtain compliance with all provisions of this ordinance.
- 7) Investigate any construction or work required by this ordinance and issue such appropriate notices and orders as provided in Sec. 6-6 and elsewhere in this ordinance.
- 8) Keep a complete record of all the essential transactions of his office.
- 9) Transfer all fees collected by him to the proper authority provided by law to receive such funds.

6-5 Right of Entry

The Building Official and his duly appointed assistants shall carry proper credentials and upon exhibiting the same shall have the right of entry, during usual business hours to inspect any and all buildings and premises in the performance of their duties.

6-6 Dangerous, Unsanitary and Unlawful Construction

- 1) Whenever the building official receives a complaint or report that any construction or work regulated by this ordinance is dangerous, unsafe, and insanitary, a nuisance or a menace to life, health, or property or otherwise in violation of this ordinance, said Building Official shall investigate such report or complaint. If said investigation results in a determination by the Building Official that one or more violations of the regulations contained in this ordinance; he shall order the person using and/or maintaining and/or responsible for the use of maintenance thereof to discontinue such use and/or maintenance. The building official shall further order such person to make all repairs, alterations, and/or perform such acts of demolition and removal as said Building Official deems necessary for the protection of life, health or property. The Building Official may order the supplier of gas or electricity to cease supplying the same when necessary to the preservation of life, health and/or property.
- 2) Every order referred to herein shall be in writing addressed to the person responsible for maintaining such condition, including among other persons, the owner of the property upon which said condition or conditions exist and shall post an appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

- a. The following are verbal descriptions of the official jurisdiction placards to be used to designate the condition for continued occupancy of buildings or structures.
 1. **INSPECTED** Lawful Occupancy Permitted is to be posted on any building or structure wherein no apparent structural hazards have been found. This placard is to intend to mean that there is no damage to the building.
 2. **RESTRICTED USE** is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.
 3. **UNSAFE- DO NOT Enter or Occupy** is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placards shall not be entered under any circumstance except as authorized in writing by the Building Official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time, this placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.
- 3) Once it has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the Building Official. It shall be unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section. Refusal and/or failure to comply with any such notice or orders within a reasonable time after such notice or order has been presented by the Building Official pursuant to this section shall constitute a violation of this ordinance.

6-7 Permits Required

Unless otherwise provided herein, it shall be unlawful for any person, firm, business, partnership, corporation or association to erect, construct, enlarge, alter, repair, move, improve, convert or demolish any building, structure or facility or to install, alter, move, replace or cause to be installed any plumbing, gas, or drainage work or any fixtures or water heating equipment or electrical equipment within the incorporated area of the City of Imperial without first obtaining a permit to do such work from the Building Official. The permits described by this section are required in addition to any other permits required herein. A separate permit shall be obtained for the work herein described for each building or structure or facility wherein said work is to be performed.

Exception: In lieu of the above, and at the option of the Building Official, any person, firm, or corporation, regularly employing (30 hrs/week or more) one or more person(s) qualified for the purpose of maintenance, making installations, additions, repairs, etc. on his/her or it's premises, shall file with the Building Official at least semi-annually, a report or reports, describing all such maintenance, repairs alterations, installations or additions (reporting may be quarterly if required by building official).

At the time said report is filled, such person, firm or corporation shall pay the permit fee that may be required as provided within this ordinance. All work shall have been done and installed in accordance with the provisions of this ordinance and such work shall be subject to inspection by the Building Official to the extent as determined by the Building Official.

6-8 Applications for permit

- 1) All application for permits provided herein shall be made upon the appropriate forms provided by the City of Imperial. The application shall contain the following information; location, legal description, assessor's parcel number, ownership, occupancy and use of the premises upon which the proposed work relates, and a detailed description of the character and amount of work proposed. The Building Official shall require plans, specifications or drawings and such other information as deemed necessary. A detailed site plan shall be required with each permit application where the value of the work exceeds \$1,000.00, except that plans for routine minor maintenance, minor repairs, etc. may be exempt by the Building Official.
- 2) A site plan may not be required for permits involving routine maintenance, remodeling or alteration of existing industrial or commercial facilities that are subject to section 6-7.
- 3) A copy of each application filed with the City of Imperial shall be transmitted to the Imperial County Assessor.

6-9 Compliance with Title 8 of the Codified Ordinance of Imperial County

The Building Official may require that applications made pursuant to this ordinance contain satisfactory proof of compliance with the provisions contained in Title 8 of the Codified Ordinances of Imperial County.

6-10 Permit Fees

- 1) Except as otherwise set forth in this ordinance, fees for each permit issued by the building official pursuant to this ordinance shall be paid upon application (s) for such permit.
- 2) Where work for which a permit is required by this ordinance, other than emergency work as defined in Section 6-11, is commenced prior to obtaining such permit, the fees required hereby shall be doubled, but the payment of such double fees shall not relieve any person from compliance with the requirements hereof or the penalties prescribed herein.
- 3) All fees collected by the building department shall be turned over to the City Treasurer and shall be deposited in the general fund of the City of Imperial, unless fees are collected and paid to another agency pursuant to Section 6-3 of this ordinance.

- 4) The building valuation used to determine permit fees shall be based upon the latest "Valuation Date" as printed in the bi-yearly issues of "Building Standards". The building official may accept a legal construction contract signed by both owner and contractor provided it includes all work, materials, engineering and usual profit/overhead.
- 5) Due to the temporary and acute nationwide slowdown in the housing market, and notwithstanding any other requirements of Chapter 5, the City Manager shall have the authority to consider and approve requests to defer payment of building permit fees to the earlier of final inspection, Certificate of Occupancy, or one year from the date the deferral is approved by the City Manager.

6-11 Emergency Work

Any person who commences any work for which a permit is required by this Division without first obtaining a permit therefore shall, if subsequently granted a permit to perform such work, pay double the permit fee fixed herein. The provisions of this subparagraph do not apply to emergency work when it is proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit therefore prior to the Commencement of work. However, if the person responsible for performing said emergency work fails to obtain a permit within a reasonable time after said emergency work is commenced, the double fee as herein provided shall be charged. The provisions of this subparagraph are to apply in addition to the imposition of any other penalties, sanctions, or legal remedies provided elsewhere in the Code for violation thereof.

6-12 Fee Refunds

- 1) The recipient of a permit issued pursuant to the provisions of this chapter shall be entitled to a refund in the amount of 70% of the fees he has actually paid for such permit if all the provisions of subparagraphs (a), (b) and (c) hereunder are complied with:
 - a) The permit is cancelled prior to the commencement of work or construction covered by the permit and no on-site inspections have been made;
 - b) A written request for a refund is received by the division not more than 180 days from the date said permit was issued, and
 - c) After receipt of the permittee's application for refund, the Building Official is satisfied that said permittee is entitled to such refund.
- 2) The payment of refunds as provided in paragraph (1) above shall be made in the manner provided for payment of claims against the City of Imperial. Refunds shall not be made for plan checking fee paid pursuant to this chapter.

6-13 Expiration of permit

Every permit issued by the Building Official pursuant to the provisions of this Division shall expire and become null and void upon the occurrence of either of the following, except that no permit shall continue to be active for more than 12 consecutive months.

- 1) If the work authorized by the permit has not been commenced within one hundred eighty (180) days from the date of issuance of said permit; or

- 2) If, after the work authorized by said permit has been commenced, such work has been commenced, and such work has been suspended or abandoned for a period of one hundred eighty (180) days.
- 3) A 180 extension may be granted subject to determination and approval by the Building Official.

6-14 Fees for Issuance of Renewal of Expired Permit

In the event a permit expires and becomes null and void pursuant to the provisions contained in Sec. 6-13, and/or a permit is suspended or revoked by the Building Official, the following renewal fees shall be required:

- 1) If a permit expires pursuant to Section 6-13; the renewal fee shall be one half the original total fee, provided:
 - a) The suspension described in Section 6-13 has not exceeded one year duration; and
 - b) The plans and specifications submitted for the original permit are resubmitted without any changes made thereto.
- 2) If a permit is suspended, revoked or voided by the Building Official, the renewal fee shall be twice the original fee.
- 3) If work commences without a permit then it is considered a violation of this code and subject to the penalty outline in 6-25. The subsequence to be issue will be charge to the double fee.

6-15 Board of Appeals

There is hereby created a Board of Appeals, which members shall be qualified in accordance by experienced and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

These members shall be appointed by the City Council or governing body of the agency providing the services under Sec. 6-3 of this chapter. The Building Official shall act as secretary to the Board of Appeals. The secretary shall maintain or cause to be maintained minutes of meetings and shall record all proceedings before said Board of Appeals by mechanical means.

The Board of Appeals may from time to time make written recommendations to the City Council as to changes or additions relating to the suitability of materials and types of construction other than those specified herein.

The City Council may, in its sole discretion, appoint itself as the Board of Appeals. In the event of such appointment, the decision of the City Council sitting as the Board of Appeals shall be final.

6-15.1 Appeals

Any applicant for a permit aggrieved by a decision of the Building Official as to a matter with the preview of this chapter shall have the right to appeal such decision to the Board of appeals in accordance with rules and regulations relating to appeal procedures adopted by the said Board of Appeals and approved by the City Council.

An appeal may be made by filling an application therefore. Such application must be accompanied by a filling fee of five hundred dollars (\$500.00) and provide the following written appeal:

- A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order.
- A brief Statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant.
- A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.
- The signature of all parties named as appellants and their official mailing address.
- The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.
- The appeal shall be filed within 30 days from the date of the service of such order or action of the building official; provided, however, that if the building or structure is in such condition as to make it immediately dangerous to life, limb, property or safety of the public or adjacent property and is ordered to vacated and is posted in accordance to this ordinance, such appeal shall be filed within 10 days from the date of the service of the notice and order of the building official.

6-16 Appeals to City Council

The decisions of the Board of Appeals on any appeal shall be final, unless within ten (10) days after said decision, a written appeal to the City Council is filed by the applicant with the Clerk of the council. Said appeal shall state the ground upon which the appeal is made. The appeal shall be accompanied by a filing fee of One Thousand Dollars (1,000.00). Said appeal shall be heard at a scheduled public hearing by the City Council following the date of the filing of said appeal. Notice of the time and place of said hearing shall be given to the applicant by mailing such notice to him, postage prepaid, at his last known address, at least five (5) days prior to the date set for such hearing. A copy of said notice shall also be sent to the Building Official and to all members of the Board of Appeals.

6-17 Non – Liability of the City Officers and Employees

This ordinance shall not be construed as imposing upon the City of Imperial, or upon any agency, or upon any if its officers or employees any liability or responsibility for injury or damage resulting from any building, plumbing or electrical work approved or performed pursuant to this ordinance, or by reason of any inspection performed hereunder.

6-18 Buildings and structures to which Division is not Applicable

Provisions of this ordinance are not applicable to livestock feed pen.

6-19 Location of California Building Code

One copy of all uniform codes incorporated by reference or otherwise made a part of this ordinance shall be placed on file in the Building Division and City Clerk's Office for examination and use by the public.

6-20 Conflict with State Law

Notwithstanding any other provisions of this ordinance, nothing herein contained shall be construed in a manner contrary to the provisions and requirements of Part 1.5 of Division 13 of the Health and Safety Code of the State of California, or any other applicable statute, law, rule or regulation of the State of California.

6-21 Owner Construction

Nothing in this ordinance shall be construed as prohibiting any person from doing his work or from employing any person to work on a building or structure to which the provisions of this ordinance apply, provided there is compliance with Section 3800 of the California Labor Code. However, the reasonable value of such labor shall be included in the permit valuation.

6-22 Prefabricated Buildings

Prefabricated buildings, which are to be located in the City of Imperial are subject to all the provisions of this ordinance regulating the construction of new buildings, unless such factory-built housing is manufactured in accordance with requirements contained in Part 6 of Division 13, Health and Safety Code (commencing with Section 19960) and Chapter 3, Title 25 of the California Administrative Code.

6-23 Cargo Containers

Portable cargo containers, "seatainers" and the like shall be installed on foundations designed by California Registered Engineers; or use standard design for garages; or shall be set as a portable unit with the floor elevated to provide six inch separation between untreated wood, or metal and the ground. Cargo containers shall be limited to storage use only and shall not be used as habitable structure.

The permit fee for containers shall be based on the valuation as set forth in Section 6-10.

6-24 Fees

Each applicant for a permit that is subject to the provisions of Sec. 6-23 shall, in addition to the fees provided for elsewhere in this ordinance, pay a fee of one-tenth of 1% of the total valuation of the construction for which the building is issued, as determined by the Building Official.

6-25 Violations and Penalties

Any person, firm, or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not to exceed \$500.00 or by imprisonment in County Jail for not to exceed six (6) months, or by both fine and

imprisonment. Each separate day or any portion thereof.

Article II – California Building Code, 2025 Edition Title

6-26 Adoption of the California Building Code, 2025 Edition Title

The California Building Standards Code, 2019 edition, as published by the International Code Council, is hereby adopted as the Building Code of the City of Imperial. Said Code is comprised of the following elements:

- 2025 California Administrative Code
- 2025 California Building Code
- 2025 California Residential Code
- 2025 California Electrical Code
- 2025 California Mechanical Code
- 2025 California Plumbing Code
- 2025 California Energy Code
- 2025 California Historical Code
- 2025 California Fire Code
- 2025 California Building Standards Commission Code
- 2025 California Green Building Standards Code
- 2025 California Referenced Standard Code
- Appendix Chapters A, B, C, and Resource A
- 2024 International Property Maintenance Code
- 1997 Uniform Code for the Abatement of Dangerous Buildings

Article III. Mobile Home Parks

6-27 Finding and Purpose

The purpose of this article is to provide for local enforcement of statutes and regulations relating to mobile home parks. In doing so, the City Council of the City of Imperial intends that by providing a more efficient means of enforcing said statutes and regulations, the life, health and property of the citizens of the City of Imperial might be better protected.

6-28 Assumption of Responsibility

Pursuant to the California Code of Regulations As the lead agency for the State of California under the California Code of Regulations, Title 25 Housing and Community Development, Chapter 2 Mobile Home Parks Act, Subchapter 1 Mobile Home Parks Article 1 Administration and Enforcement, the Imperial County Planning / Building Department oversees the construction, use, maintenance and occupancy of mobile home parks, mobile home lots, permanent buildings, accessory buildings and structures.

6-29 Enforcement

The Building Official is responsible for enforcement of the provisions of this Article. However, the City Council may, by agreement, contract for the provision of such services with another public agency in accord with Section 6-3.

Article IV. Certificate of Occupancy

6-30 Use and Occupancy

No building or structure may be lawfully used or occupied until the Certificate of Occupancy has been issued. A Certificate of Occupancy will be issued by the City Building Official after all final inspections have been approved and it is found that the building or structure complies with all code provisions of the City of Imperial.

Pursuant to Section 111 of the California Building Code, the Building and Safety Division may consider issuing a Temporary Certificate of Occupancy (TCO) which allows a portion or the entire building to be occupied prior to the completion of all construction and/or all required improvement.

The following describes the provisions required to obtain a Temporary Certificate of Occupancy.

The applicant shall submit a letter to the Building Official requesting a Temporary Certificate of Occupancy which contains the following:

- a.** Project identification including, but not limited to, name, building description, address, and permit number.
- b.** Desired date of early occupancy
- c.** The necessity for early occupancy
- d.** Date the project will be ready for final occupancy
- e.** A non-refundable payment of \$500 to cover the cost of additional inspection by city staff.

All departments must approve the project for a Temporary Certificate of Occupancy before it can be issued. If the building/project is not approved for Temporary Certificate of Occupancy, the deposit will be immediately returned to the applicant. However, if a second letter requesting a Temporary Certificate of Occupancy is submitted, and additional non-refundable \$500 fee shall be paid to the City. Once all construction is completed and all improvements are made, the applicant shall submit another written request to the Building Official for a Final Certificate of Occupancy.

SECTION 3. Effective Date. This ordinance shall take effect and shall be in force thirty (30) days after the date of adoption, and prior to the expiration of fifteen (15) days from the passage thereof, shall be published at least once in a newspaper of general circulation printed and published in the County of Imperial, together with the names of the members of the City Council voting for and against the same.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this ____ day of _____, 2025.

Mayor of the City of Imperial

ATTEST:

City Clerk

Agenda Item No. C-2

DATE SUBMITTED October 29, 2025
 SUBMITTED BY Community Development Director
 DATE ACTION REQUIRED November 5, 2025

COUNCIL ACTION (X)
 PUBLIC HEARING (X)
 REQUIRED
 RESOLUTION (X)
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: PUBLIC HEARING OF THE CITY COUNCIL TO DISCUSS THE INTENT TO VACATE A PUBLIC RIGHT-OF-WAY PORTION OF O STREET BETWEEN 1ST STREET AND 2ND STREET WITHIN THE CITY OF IMPERIAL

1. Adoption of Resolution No 2025-53, Approving the City's Intention to Vacate a public right-of-way portion of O Street between 1st Street and 2nd Street within the City of Imperial

DEPARTMENT INVOLVED: Community Development Department

BACKGROUND/SUMMARY:

See attached Staff Report.

FISCAL IMPACT: N/A

ADMIN SERV INITIALS VMG

STAFF RECOMMENDATION: Staff recommends approval of Resolution No. 2025-53.

DEPT. INITIALS DM

MANAGER'S RECOMMENDATION:

approve staff recommendation which will set a public hearing

CITY MANAGER'S INITIALS Attn

MOTION:

SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:
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Staff Report

Agenda Item No.

To: City of Imperial Planning Commission

From: Yvonne Cordero

Date: October 29, 2025

Subject: O Street Abandonment between 1st Street and 2nd Street

Summary:

Applicant:	Raul Parra
Project Description:	Abandonment of O Street between 1 st Street and 2 nd Street
Zoning:	Rail Served Industrial (I-2)
General Plan:	Industrial Zone
Environmental:	Categorically Exempt – 15305 Minor Alterations in Land Use Limitations Facilities
Recommendation:	Approve, subject to conditions.

Background

Raul Parra, owner of Imperial Truss & Lumber, is requesting the abandonment of the portion of O Street between 1st Street and 2nd Street to support the expansion of his operations. Mr. Parra recently completed a lot merger, combining four parcels into one to accommodate the construction of twelve new office suites. The street abandonment is a key component of the project, as the additional area will provide the necessary space for on-site parking to serve the planned development. Mr. Parra owns eight parcels in the surrounding area, and this investment is part of a broader effort to revitalize and modernize the Rail-Served Industrial Zone. The project reflects the City's goals of encouraging economic growth, attracting new professional services, and improving the district's overall functionality and appearance.

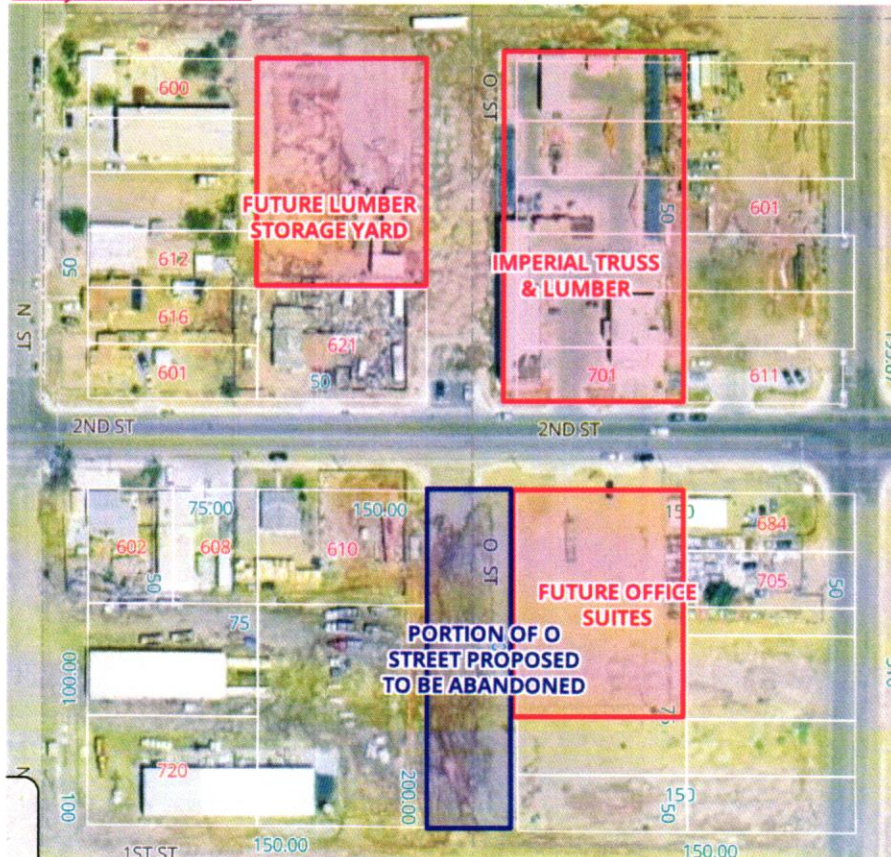
During the initial phase of this right-of-way vacation, adjoining property owners were notified of the applicant's intention to vacate. Staff received one objection to the project from Alex Abatti, property owner of APN 044-200-094. The form, provided in Attachment B, shows Mr. Abbati's objection; however, it lacks a comment or reason as to why he is

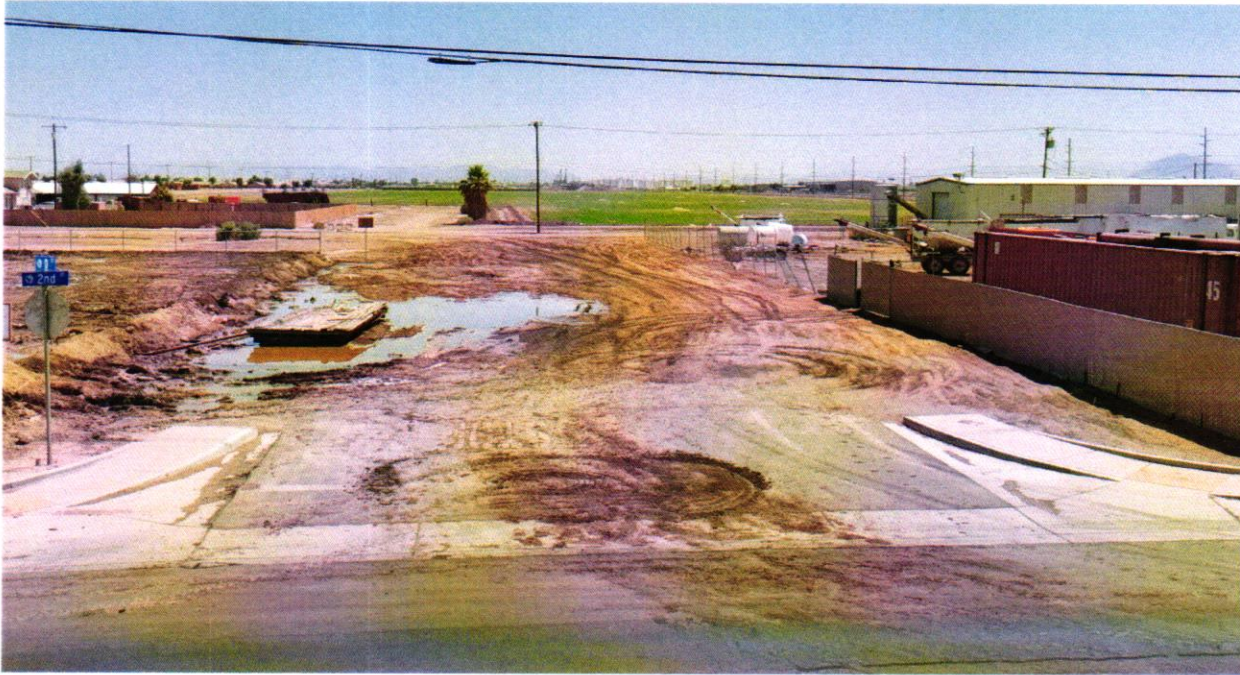
opposing the vacation. The location map in Attachment D shows that Mr. Abatti's property is located south of the project area and outside the City's jurisdictional boundary. The vacation will not adversely affect Mr. Abatti's property or restrict access, as the parcel has three access points via P Street, 1st Street, and N Street.

Future Office Suites



Project Location





Discussion/Analysis

California Government Code 65402 stipulates that the City of Imperial cannot vacate or abandon streets unless such actions align with the General Plan. The abandonment of O Street between 1st and 2nd Street has been confirmed to comply with the Land Use and Circulation Elements of the General Plan. According to the City of Imperial General Plan Circulation Element, streets are classified based on the traffic levels they are designed to serve. O Street as a whole is not designated as a Major or Secondary Arterial and has not been built to its full capacity. All parts of O Street are classified as local streets, meaning they are not crucial for traffic flow. P Street, to the East of O Street, is classified as a secondary arterial and has enough capacity to handle any increased traffic resulting from the abandonment of any portion of O Street and will not disrupt local circulation.

The project aligns with the General Plan's Land Use Element by promoting economic growth and development within the Rail-Served Industrial Zone. The abandonment of the proposed portion of O Street ensures adequate parking spaces for the planned office suites. Once the project is finalized, it will help attract a more diverse business community, encourage redevelopment and revitalization, and foster economic prosperity while also enhancing the area's aesthetics.

The City of Imperial's Planning Commission held a public hearing on September 24, 2025, for this project and adopted Resolution PC2025-12, confirming its conformance with the City's General Plan.

Environmental Compliance

The project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15305 (Class 5) – Minor Alterations in Land Use Limitations.

Public Notification

The public hearing scheduled for November 5, 2025, was duly noticed in the IV Weekly and Calexico Chronicle, newspapers of general circulation, on October 23, 2025. An Intent to Vacate Public Hearing Notice was sent to all property owners within 300 feet of the proposed vacation site, and an Intent to Vacate Notice of Public Hearing was posted at the proposed vacation site on October 24, 2025.

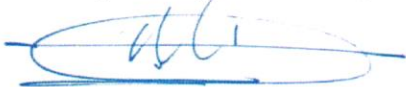
Recommendation

Staff recommends that the City Council conduct a public hearing to receive comments for and against the project. Unless sufficient evidence to the contrary is presented at the public hearing, Staff recommends the adoption of Resolution 2025-53, approving the City of Imperial's intent to vacate the public right-of-way portion of O Street between 1st Street and 2nd Street.

Attachments

- Attachment A - Draft Resolution 2025-53
- Attachment B – Alex Abatti's Project Objection Form

Respectfully submitted,



Othon Mora, MCM, CBO
Community Development Director

ATTACHMENT A

***DRAFT* RESOLUTION NO 2025-53**

RESOLUTION OF INTENTION TO VACATE A PUBLIC RIGHT-OF-WAY

WHEREAS, an owner of property adjoining a city street has requested the City to vacate a portion thereof and has further agreed to pay costs associated therewith; and

WHEREAS, the City Council of the City of Imperial hereby declares its intention to vacate a portion of a Right of Way along O Street, approximately 8,000 square feet; and

WHEREAS, the instant vacation proceeding is being conducted in accordance with Chapter 3, Part 3, Division 9 of the California Streets and Highways Code (Sec. 8320 et seq); and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council of the City of Imperial proposes to vacate that portion of the right-of-way described herein.
2. A Public Hearing will be held at the City Council Chambers, 200 West 9th Street, Imperial Avenue, Imperial, CA on December 3, 2025 at 7:00 p.m. or as soon thereafter as the matter can be heard.
3. This Resolution shall be published in accordance with Streets and Highways Code Section 8322, and notice shall be given in accordance with Streets and Highways Code Section 8323.

PASSED, APPROVED AND ADOPTED this 5th day of November 2025.

James Tucker, Mayor

ATTEST:

Kristina Shields
City Clerk

ATTACHMENT B



Community Development Department
420 S. Imperial Avenue
Imperial, CA 92251

Phone: 760-355-1152
Fax: 760-355-4718

ADJOINING PROPERTY OWNER CONTACT FORM

TO: Alex C. Abatti
(Adjoining Property Owner's Name & Phone Number)
APN 044-200-094
(Adjoining Property Address / City / State / Zip)
2015 Silsbee Road El Centro, CA 92243
(Adjoining Property Owner's Mailing Address / City / State / Zip)
FROM: Raul Parra
442-297-9835
(Applicant's Name & Phone Number)
701 E. 2nd Street Imperial, CA 92251
(Applicant's Address / City / State / Zip)

1. REGARDING VACATION/ABANDONMENT OF: _____
O Street - 1st Street to 2nd Street and O Street - 2nd Street to 3rd Street

2. PROPOSED USE OF VACATED/ABANDONED AREA: _____
Proposed use of O Street 1st to 2nd Street will be for parking spaces for the office complex applicant is proposing to construct.
Proposed use of O Street 2nd to 3rd Street is for the expansion of the existing truss and lumbar yard.

The applicant is requesting the City of Imperial to vacate the:

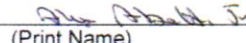
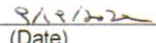
- ☒ Public right-of-way
☐ Public service easement within the property described above

As an adjoining property owner to the property, your opinion to the vacation is requested.
Please check the appropriate box below and print or type your comments.

Return the completed form to the applicant at the address above within one week.

- ☐ I support the proposed vacation/abandonment described above.
☒ I object to the proposed vacation/abandonment described above.

COMMENTS: _____

 (Signature)	 (Print Name)	 (Date)
_____ (Signature)	_____ (Print Name)	_____ (Date)

DATE SUBMITTED October 29, 2025

SUBMITTED BY City Manager's Office

DATE ACTION REQUIRED November 5, 2025

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT DISCUSSION/ACTION:

APPROVE REGULATORY AGREEMENT TO ESTABLISH 6TH STREET/ H STREET APARTMENTS AS AFFORDABLE HOUSING.

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE

BACKGROUND/SUMMARY:

City Council previously approved Resolution 2024-06 authorizing the application and agreement with the California Department of Housing and Community Development's (HCD), Permanent Local Housing Allocation Program (PLHA) 23-PLHA-18293.

This action allowed the City to receive grant funding from PLHA for rehabilitation of the city apartments located at 6th street and H street. This is a 10-unit complex and the City intends to utilize awarded funding for needed repairs and upgrades to the apartments.

As part of the PLHA agreement, and approved Resolution, a regulatory agreement to establish the apartments as affordable housing must be recorded on the property. This regulatory agreement would restrict the household income to residents at 60% of the Area Median Income (AMI), and rent maximum of 30% of the 60% AMI for a period of 55 years.

To date the City of Imperial has received funding for the following allocation years:

Year 2020 in the amount of \$147,535.00

Year 2021 in the amount of \$169,834.00

Year 2022 in the amount of \$89,147.00

Total received funding to date: \$406,516.00

A new application was submitted for round 5, requesting allocation Year 2023 funds in the amount of \$72,922.00.

If approved, this Regulatory Agreement would be recorded with the County Recorder and conditions outlined in the agreement would be applicable to any future owners of the property for the term of 55 years from the date of Council's execution of this document. Approval of this agreement would also allow the use of grant funds to complete needed improvements of the 10-unit apartment complex.

See Attached:

- Resolution 2024-06
- Draft PLHA approved Regulatory Agreement

FISCAL IMPACT: \$406,516 - PLHA grant funds	ADMIN SERVICES SIGN INITIALS <u>JMS</u>												
STAFF RECOMMENDATION: City Council approved Regulatory Agreement establishing affordable housing of City apartments for a period of 55 years.	DEPT. INITIALS <u>TG</u>												
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER's INITIALS <u>AM</u>												
MOTION: <table> <tr> <td>SECONDED:</td> <td>APPROVED ()</td> <td>REJECTED ()</td> </tr> <tr> <td>AYES:</td> <td>DISAPPROVED ()</td> <td>DEFERRED ()</td> </tr> <tr> <td>NAYES:</td> <td></td> <td></td> </tr> <tr> <td>ABSENT:</td> <td>REFERRED TO:</td> <td></td> </tr> </table>		SECONDED:	APPROVED ()	REJECTED ()	AYES:	DISAPPROVED ()	DEFERRED ()	NAYES:			ABSENT:	REFERRED TO:	
SECONDED:	APPROVED ()	REJECTED ()											
AYES:	DISAPPROVED ()	DEFERRED ()											
NAYES:													
ABSENT:	REFERRED TO:												

RESOLUTION NO. 2024-06

**AUTHORIZING RESOLUTION OF THE CITY OF IMPERIAL
AUTHORIZING THE APPLICATION AND ADOPTING THE
PLHA PLAN FOR THE PERMANENT LOCAL HOUSING
ALLOCATION PROGRAM**

City of Imperial City Council hereby adopts the following resolution:

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

(Chapter 364, Statutes of 2017 (SB 2)).

WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 12/29/2023 under the Permanent Local Housing Allocation (PLHA) Program; and

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

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

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES
RESOLVE, DETERMINE, ORDER AND PROCLAIM AS FOLLOWS:**

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA (\$548,568) in accordance with all applicable rules and laws.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial on the 21st day of February 2024.

Signature of Approving Officer: _____

ROBERT AMPARANO,
Mayor

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Kristina Shields, 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 of Imperial City Council 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 of the date hereof.

AYES: Burnworth, Mendoza, Obeso-Martinez, Tucker, Amparano

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 21st day of February 2024.



KRISTINA SHIELDS,
City Clerk

RECORDING REQUESTED BY:

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

WHEN RECORDED MAIL TO:

City of Imperial
City Clerk
420 South Imperial Avenue
Imperial, CA 92251

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENT TITLE(S): AFFORDABLE HOUSING REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS

CITY APARTMENTS, 6TH STREET AND H STREET. (UNITS
101 THROUGH 107 AND UNITS 206 THROUGH 212½).

**AFFORDABLE HOUSING REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

This Agreement is entered into as of the __ day of, 2025 (the "Effective Date"), by and between the CITY OF IMPERIAL ("City"), and any successors in interest of the real property described herein (collectively, the "Property").

I. RECITALS

A. Property Ownership and Description the City is the Owner of the Property, more fully described in Exhibit A attached hereto and incorporated by reference. The Property includes all rights, privileges, easements, appurtenances, mineral and water rights, and permanent improvements.

B. Intent to Preserve Affordability the City intends to preserve the affordability of the Property for persons with incomes which do not exceed 60% of the Area Median Income for the City of Imperial, ensuring that affordability restrictions remain attached to the Property in compliance with the authorities which govern use of PLHA Funds.

C. Authority and Funding on February 21, 2024, the City Council of the City adopted Resolution 2024-06 authorizing this Agreement under the PLHA Grant in collaboration with the California Department of Housing and Community Development (HCD). The City was awarded \$406,516.00

in PLHA Funds (CY 2020, 2021 & 2022) to refurbish and improve the Property. This project supports the City's Housing Element by:

- **Goal 2:** Providing diverse housing options that accommodate various economic needs.
- **Goal 4:** Promoting affordability for very low-, low-, and moderate-income households.
- **Goal 5:** Pursuing additional resources to aid in affordable housing creation. The use of PLHA Funds complies with Activity §301(a)(1) regarding the predevelopment, development, acquisition, rehabilitation, and preservation of multifamily residential rental housing affordable to extremely low-, very low-, low-, or moderate-income households.

D. Imposition of Restrictions This Agreement imposes enduring occupancy and affordability restrictions on the Property to ensure that all future Transferees adhere to the affordability standards established herein.

II. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings specified below:

1. **Affordable Rent:** "Affordable Rent" means Rent which is limited for initial occupancy, and for each subsequent occupancy, by a new Eligible Household following the calculation procedures used by the California Tax Credit Allocation Committee (TCAC), but in no event to exceed 30% of 60% of the Area Median Income applicable to the City of Imperial.
2. **City:** The "City" refers to the City of Imperial.
3. **Eligible Household:** "Eligible Households" refers to households whose incomes do not exceed 60% of the Area Median Income applicable to the City of Imperial.
4. **Owner:** "Owner" refers to any person or entity which, as of the Effective Date of this Agreement, has any interest in the Property whether through a fee estate, a leasehold estate, hypothecation or otherwise, and shall include their heirs, successors, assigns, and Transferees.
5. **Property:** The "Property" is located within the City of Imperial at the corner of 6th Street and H Street. It comprises units 101 through 107 on 6th Street and units 206 through 212½ on H Street. The Property is identified as County Assessor's Parcel No. 064-103-013 and is more fully described in Exhibit A. This includes all rights, privileges, easements, appurtenances, mineral and water rights, and permanent improvements.
6. **Rent:** "Rent" means the same as "gross Rent," as defined in the Internal Revenue Code (26 USC 42(g)(2)(B)). It includes all mandatory charges, other than deposits, paid by the tenant for the use and occupancy of the Assisted Unit, plus a utility allowance established in accordance with TCAC Regulations. For units assisted under the U.S. Department of Housing and Urban Development (HUD) Section 8 or similar rental subsidy program, Rent includes only the tenant contribution portion of the contract rent.
7. **Transferee:** A "Transferee" is any person or entity who at any time after the Effective Date of this Agreement becomes an Owner as that term is defined herein.
8. **Term:** "Term" refers to the fixed period of occupancy or lease as defined herein. In Section 5(a), the Term shall be fifty-five (55) years, commencing on the Affordable Housing Occupancy Date.

9. **Very Low Income Household:** A “Very Low Income Household” is one whose gross income does not exceed 30% of the Area Median Income, based on applicable federal or state guidelines.
10. **Lower Income Household:** A “Lower Income Household” is a household whose income falls within the qualifying range defined by applicable local, state, or federal guidelines and which may rent a unit under this Agreement’s provisions if said household meets the definition of an Eligible Household as set forth herein.
11. **Affordability Period:** The “Affordability Period” is the duration during which the restrictions and covenants of this Agreement shall remain in full force and effect.
12. **Affordable Housing Occupancy Date:** This term refers to the date on which the last of the ten Affordable Housing Units made the subject of this Agreement is first occupied under the terms of this Agreement.
13. **PLHA Funds:** “PLHA Funds” means funds received under the PLHA Grant from the California Department of Housing and Community Development (HCD) for the purposes set forth herein.

III. AGREEMENT

1. Purpose and Binding Effect

The City, acting as Declarant, agrees to regulate the occupancy, rents, operation, ownership, and management of the Property to preserve its affordability for eligible households. These covenants run with the land and bind all successors and assigns.

2. Successors and Binding Provision: This Agreement shall bind any Owner, successor, heir, or assign of the City—whether a change in interest occurs voluntarily or involuntarily by operation of law or otherwise. In the event the City contemplates or proceeds with the sale of the Property to a successor, such sale shall be conditional upon adherence to and consideration of the covenants set forth herein.

3. Acknowledgment and Certification

Each purchaser of the Property must acknowledge and certify acceptance of these restrictive covenants by executing a certification form substantially similar to that provided in Exhibit B. Such certification is a condition precedent to any Transfer and shall continue to bind all subsequent purchasers.

4. Allocation of PLHA Funds

The City shall allocate its annual PLHA Funds toward the rehabilitation and preservation of a designated 10-unit low-income rental community on the Property (the “Rental Development”), specifically targeted for households earning 60% of the Area Median Income (AMI).

5. Maintenance and Inspection

a. **Maintenance Obligations:** The purchaser shall maintain the Property and all associated improvements in good condition and in strict compliance with all applicable building, plumbing, electrical, fire, habitability and housing codes.

b. **Inspection Rights:** Should City determine it is necessary, upon reasonable notice to the Owner and, in the case of inspections of the interior of any occupied units, upon reasonable notice to the occupants of the units, the City shall have the right to enter onto and inspect the Property and all records pertaining to the operation of the Rental Development, including, but not limited to, tenant income certifications, Rents charged to Eligible Households, and records of maintenance and repair. Upon the receipt of a notice of intent to Transfer (as provided in Section 5), the City shall have the right to access and inspect the Property to ensure compliance with this Agreement.

c. **Remedy of Deficiencies:** Any deficiencies (“Deficiencies”) identified during an inspection must be remedied by the purchaser within sixty (60) days following written notice from the City. In connection with any transfer of interest, the City or an eligible purchaser may require that escrow funds be withheld to address any Deficiencies prior to escrow closing.

6. Occupancy and Income Eligibility Restrictions

a. **Affordability Requirements and Term:** Each unit shall be leased exclusively to Eligible Households at an Affordable Rent for the Term of fifty-five (55) years, commencing on the Affordable Housing Occupancy Date. Prior to leasing any unit to a new tenant, the Owner shall take reasonable steps to certify that the prospective new tenant qualifies as an Eligible Household, and shall recertify the income of each Eligible Household in the Rental Development not more and not less than once in any 12-month period.

b. **Household Income Recertification:** In the event that, upon recertification, a tenant’s gross income exceeds the qualifying threshold for an Eligible Household as defined herein, then—subject to applicable local and state law—the tenant shall be required to vacate the unit upon the later of a sixty (60) day notice or upon the expiration of the current lease term. For projects financed with Tax Credits or other Federal/State assistance, applicable IRS regulations (including section 1.42) and any other relevant provisions shall apply. Notwithstanding any interim rent adjustments, the unit shall at all times remain in compliance with this Agreement.

7. Covenants Running with the Land

All provisions of this Agreement shall run with the land, thereby binding every Owner, occupant, lessee, purchaser, and Transferee throughout the Affordability Period.

8. Periodic Review Clause

To ensure that the terms of this Agreement remain relevant in light of evolving housing market conditions, regulatory changes, and community needs, the following provisions shall apply:

a. **Review Schedule:** The City shall conduct a comprehensive review of this Agreement every five (5) years from the Effective Date.

b. **Scope of Review:** The review shall assess compliance with the affordability provisions, the effectiveness of maintenance and inspection requirements, and the overall impact of the Agreement on sustaining affordable housing.

c. **Recommendations and Amendments:** Any recommendations for amendments arising from the review shall be documented and, if adopted by the City Council, become binding on all parties. Any such adopted amendments shall be attached as an addendum to this Agreement and shall comply with the authorities governing the use of PLHA Funds.

d. **Stakeholder Consultation:** The City shall engage relevant stakeholders—including tenants, property managers, and housing advocacy groups—during each review to gather input on the performance and relevance of the existing covenants.

e. **Public Reporting:** A summary report of each periodic review shall be publicly available to maximize transparency and community involvement.

9. Protection of Current Occupancy and Conversion to Affordable Housing

a. **Continued Occupancy Rights.** Notwithstanding any subsequent conversion of any Unit into the Affordable Housing Program, any person, family, or entity (hereinafter, the “Resident” or “Tenant”) lawfully occupying such Unit as of the Effective Date of this Agreement shall be entitled to continue occupancy under the terms and conditions of their existing tenancy, lease, or occupancy agreement (collectively, the “Existing Lease”), subject only to any modifications required by applicable law. No action under this Agreement shall be taken that would require the premature termination of a current tenancy solely as a result of the Unit’s conversion to an affordable housing designation. The rights granted in this Section 9(a) shall not continue past the expiration of the Existing Lease, nor shall the Existing Lease be extended or renewed past its current date of expiration.

b. **Automatic Conversion Upon Vacancy.** In the event that a Unit which is subject to the provisions of Section 9(a) becomes vacant—whether through termination of the current Tenant’s occupancy under the terms of the existing agreement or through any other lawful vacancy—the Unit shall automatically (and without further discretionary action) be designated as an Affordable Housing Unit. Following vacancy, for the remaining term of this Agreement, all new tenancies shall be subject to the eligibility criteria, rent limitations, and other affordability requirements established pursuant to this Agreement and applicable law.

c. **Compliance and Enforcement.** The Owner, in conjunction with the administering agency or Affordable Housing Program, shall ensure that, upon vacancy, the Unit meets all requirements to be classified and maintained as an Affordable Housing Unit. Any new agreements entered into for occupancy of the Unit following its vacancy shall incorporate such affordable housing provisions without exception. Nothing in this clause shall be construed to reduce or

otherwise modify the rights or obligations that current Tenants may have under existing agreements until such agreements expire or are lawfully terminated.

IV. EXHIBITS

1 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement by this reference:

A. Legal Description of the Property

B. Purchaser Certification Form

CITY OF IMPERIAL

IN WITNESS WHEREOF, the parties hereto set their hands this 5th day of November, 2025.

CITY:

CITY OF IMPERIAL

By _____
James Tucker, Mayor

ATTEST:

By _____
Kristina Shields,
City Clerk

APPROVED AS TO FORM:

By _____
Katherine Turner
City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA}
COUNTY OF IMPERIAL}
CITY OF BRAWLEY}

On **November 5, 2025**, before me , **City Clerk** for the City of Imperial California, a Municipal Corporation, personally appeared **James Tucker, Mayor** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

City Clerk

(Seal)

Civil Code 1189 Certificate of Acknowledgment

Exhibit A

Legal Description of the Property

THE EAST 85 FEET OF THE WEST 145 FEET OF THE SOUTH 145 FEET ANF THE WEST 60 FEET OF THE SOUTH 215 FEET OK BLOCK 96, TOWNSITE OF IMPERIAL, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 833 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGOCOUNTY, A COPY OF SAID MAP ON FILE IN THE OFFICE OF THE COUNTY RERCORDER OF IMPERIAL COUNTY.

SAID LAND IS ALSO SHOWN AS PARCEL 3 OF THAT CERTAIN CERTIFICATE OF COMPLINANCE RECORDED MAY 17, 1996, IN BOOK 1897, PAGE 1280OF OFFICIAL RECORDS

APN: 064-103-013

Exhibit B:

Purchaser Certification Form

Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants
Effective Date: _____, June 2025

1. Purchaser Information

- **Name:** _____
- **Address:** _____
- **City / State / Zip:** _____
- **Telephone:** _____
- **Email:** _____

2. Property Information

The Property is located within the City of Imperial at the corner of 6th Street and H Street, comprising units 501 through 507 6th Street and 406 through 412½ H Street. It is identified as County Assessor's Parcel No. 064-103-013, with a full legal description provided in Exhibit A.

3. Certification

The undersigned Purchaser hereby certifies the following:

- **Acknowledgment:** I have received, read, and fully understand the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, including all attachments, addenda, and amendments. I further acknowledge that this Agreement imposes restrictive covenants and obligations on the Property.
- **Acceptance of Restrictions:** I agree to take title to the Property subject to and in compliance with all the terms, covenants, restrictions, and conditions set forth in the Agreement, including those related to occupancy, rent, operation, and maintenance.
- **Binding Effect:** I understand that the provisions of the Agreement shall bind me, my successors, and any assignees, and that this certification is a condition precedent to any transfer of the Property.
- **Periodic Review:** I acknowledge that the Agreement is subject to a periodic review every five (5) years by the City, during which the affordability and maintenance provisions will be evaluated. Any amendments approved by the City Council as a result of such a review will be binding on all parties.
- **Further Representations:** I warrant that the information provided in this Certification Form is true and accurate to the best of my knowledge.

4. Execution

By signing below, I confirm that I have read, understood, and agreed to the terms and conditions set forth in the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants.

Date: _____

Purchaser Signature: _____

Printed Name: _____

Title (if applicable): _____

5. Notary Acknowledgment (If Required)

State of _____ County of _____

Subscribed and sworn before me on this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

My Commission Expires: _____

DATE SUBMITTED

October 28, 2025

SUBMITTED BY

City Manager's
Office

DATE ACTION REQUIRED

November 5, 2025

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT

DISCUSSION/ACTION:

AWARD OF CONTRACT FOR CITY APARTMENTS WINDOW REPLACEMENT
PROJECT AT 6TH AND H STREET

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE / COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

On March 25, 2025 the City of Imperial received previously awarded funds through the Permanent Local Housing Allocation Program (PLHA) for improvements to the 6th Street/H Street apartments. Staff determined that the windows of these apartments were in disrepair with broken panes, locking mechanisms (latches) and do not meet current energy efficiency ratings.

On Sept. 3, 2025, staff completed the competitive bid process and received one (1) bid:

1. Discount Door and Window in the amount of \$49,932.00.

After careful review of the submitted Bid, staff request City Council award this project to Discount Door and Window and authorize the City Manager to execute all required documentation. Please see attached supporting documents.

FISCAL IMPACT:

\$49,932.00 - PLHA grant funds (total funds awarded: \$406,516.00)

ADMIN
SERVICES
SIGN INITIALS

JMS

STAFF RECOMMENDATION:

City Council awards project to Discount Door and Window in the amount of \$49,932.00 with a contingency of 15% of \$7,489.80 for a total of \$57,421.80.

DEPT. INITIALS

TG

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

OTM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



BID Opening Act

BID No. 2025-17

6th / H STREET APARTMENTS' WINDOW REPLACEMENT PROJECT

Bids received by: Aimee Osuna

Were opened at: 400 S. Imperial Ave, Suite 102

on: October 8, 2025

By: Aimee Osuna, Assistant City Clerk

Witnessed by:

Signature

Cody Cole

Cody Cole

Company

Total Bid Amount

Bid Bond

Discount Door & Window

49,932.00

✓

Bids were given to Cody Cole for study and recommendation for City Council.

Cody Cole

10/8/2025
Date

CITY OF IMPERIAL
GENERAL SPECIFICATIONS
FOR
6th / H STREET APPARTMENTS' WINDOW REPLACEMENT PROJECT
BID NO. 2025-17

SCOPE OF WORK

6th / H STREET APPARTMENTS' WINDOW REPLACEMENT PROJECT scope of work is as follows:

- A. Provide bid for high-impact, low-E, Energy star rated windows (must meet new wind codes & glass to be Low-E and Energy Star Rated).
- B. Advising client on material recommendations and options to maximize energy efficiency and security, while maintaining the historic character of the building.
- C. Obtaining all necessary permits and ensuring work complies with building codes.
- D. Implementing security measures on the job site to prevent theft, trespass, and damage.
- E. Prep interior and exterior of window as needed to include removal and proper disposal of existing windows, trim and all job-related materials (inside & outside).
- F. Inspection of frames and structural components to identify and make necessary repairs.
- G. Fitting and installation of new windows (both fixed and operable).
- H. Windows should be double glass, Low-E, white vinyl, and have screens (as appropriate)
- I. Windows in shower/restroom areas should be Obscure glass.
- J. Cap and caulk will match color of new vinyl window
- K. Provide and install all windows, weatherproofing, seals and finishes to blend seamlessly with existing building aesthetic.
- L. Contractor to field verify all window openings.
- M. Contractor will submit product approval at contract signing and Energy Star rated documentation to be submitted prior to final pay request.
- N. Complete cleanup of the job site, ensuring all debris and materials are removed and the site is left in good condition.

Please see Appendix A, B and C for more information.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals, as required by the contract documents. Contractor will also be responsible for accurate measurements.

LOCATION OF WORK

6th / H STREET APPARTMENTS' WINDOW REPLACEMENT PROJECT on the corner of 6th Street and H Street, City of Imperial, California.



DISCOUNT
DOOR + WINDOW

UNIQUE ENTITY ID: **QXTERZP5HQT5**

CAGE CODE: **0QE97**

NAICS CODES: **238150**

236118, 236210, 332321, 327215, 444180

ORGANIZATIONS LIKE STRATEGIC OPERATIONS INC, ALL SOURCE CO., AND ZIGMAN SHIELDS TRUST US FOR THEIR **DOORS AND WINDOWS NEEDS, INCLUDING INSTALLATION**, BECAUSE WE DELIVER FLAWLESS SOLUTIONS THAT COMBINE FUNCTIONALITY AND AESTHETICS. OUR ENERGY-EFFICIENT GLAZING KEEPS INTERIORS COMFORTABLE WHILE LOWERING HEATING AND COOLING COSTS. COMMITTED TO SUSTAINABILITY, WE REDUCE WASTE AND ENERGY CONSUMPTION, TREATING EVERY INSTALLATION AS A CUSTOM, ARTISTIC ENHANCEMENT THAT ADDS EXCEPTIONAL VALUE TO YOUR SPACE.



ALAN HOLSAPPLE

Owner

(858) 204-8084

alan@discountdw.com

ALAN HOLSAPPLE
DBA DISCOUNT DOOR AND WINDOW

5450 Complex St Ste 301, San Diego, CA 92123

(858) 564-2564

www.discountdw.com/fedsupplier



VIVIANA BELTRAN

Office Manager

(858) 537-1560

vivi@discountdw.com

WHO WE ARE:

- **DISCOUNT DOOR AND WINDOW** blends advanced technology with expert craftsmanship to deliver innovative, efficient glazing solutions. We specialize in residential and commercial projects and create custom glass designs tailored to your unique vision. From minor repairs to large-scale installations, our versatile services are crafted to meet your needs with unmatched precision and quality.
- Our skilled professionals have technical expertise and are committed to precision, ensuring every project is handled carefully. We provide easy-to-follow guides for DIY window and door installations and partner with a trusted network of pre-approved contractors to deliver top-quality service.
- Our glass is built to withstand extreme weather, offering unmatched durability. Explore a variety of textures, frosts, and patterns to create a unique, artistic aesthetic while protective coatings maintain clarity and shield against rain, dirt, and UV rays. Plus, our advanced thermal insulation helps lower energy costs, making our products as efficient as they are stylish.
- We collaborate with you to find the perfect door or window to enhance your space. From expert guidance during selection to reliable post-installation support, we ensure a smooth, hassle-free experience. Our maintenance programs keep your glass pristine, providing long-lasting beauty and performance you can count on.
- We offer transparent, upfront pricing with no hidden fees, ensuring a smooth and hassle-free experience. Our straightforward ordering process and flexible payment options make purchasing easy, while custom-sized windows and doors guarantee a perfect fit at an affordable price.
- We're available 24/7 to provide quick turnarounds without sacrificing quality. Our precise glass installations ensure a flawless fit, with most projects completed within a day to minimize disruptions. Fast delivery and installation are our priority, typically completed within weeks.

WHAT WE DO:

▪ **WE SUPPLY:**

- | | |
|-------------------------------|--------------------------|
| ✓ Fiberglass Entry Doors | ✓ Barn Doors |
| ✓ Vinyl Sliding Patio Doors | ✓ Shower Glass Doors |
| ✓ Fiberglass French Doors | ✓ Glass Door Hardware |
| ✓ Lowe and LowE3 Glass | ✓ Wood Entry Doors |
| ✓ Wood French Doors | ✓ Glass Door Accessories |
| ✓ Wood Interior Doors | ✓ Vinyl Sliding Windows |
| ✓ Tempered Glass | ✓ Awning Vinyl Windows |
| ✓ Privacy Glass | ✓ Single Hung Windows |
| ✓ Bifold Doors | ✓ Double Hung Windows |
| ✓ Multi Sliding Glass Doors | ✓ Picture Windows |
| ✓ Vinyl Swinging French Doors | ✓ Garden Windows |
| ✓ Door Hardware | ✓ Aluminum Windows |

▪ **SERVICES:**

- ✓ Window and Door Installation and Replacement
- ✓ Custom Window Design and Sizing
- ✓ Energy-Efficient Window Installation
- ✓ Storefront Glass Installation
- ✓ High-Rise Window Installations
- ✓ Sliding Glass Door Installation
- ✓ French Door and Hinged Glass Door Installation
- ✓ Custom Door Design
- ✓ Frameless Glass Shower Door Installation
- ✓ Sliding or Bi-Fold Glass Door Installation for Showers
- ✓ Designer Glass Door Installation for Homes and Businesses
- ✓ Frosted or Etched Glass Design Installation
- ✓ Glass Repair for Broken or Cracked Windows
- ✓ Weatherproofing And Resealing Windows
- ✓ Glass Panel Installation for Walls or Partitions
- ✓ Decorative Glass Installation for Indoor Spaces
- ✓ Skylight Glass Installation for Natural Light
- ✓ Energy-Efficient and Durable Skylight Installation
- ✓ Protective Storm Window Installation for Added Insulation
- ✓ Double-Hung or Casement Storm Window Installation

CLIENTS:



Coastal Ridge





Power of the green™

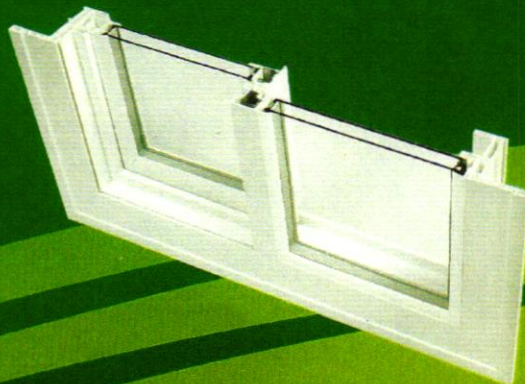
Platinum Series Single Sliding Vinyl Window S-2900



Every window comes with an extruded aluminum screen frame with a lift handle rail for easy removal. Vinyl Track Rail System and Tandem Brass Rollers for smooth sliding operation and lifetime durability. No matter the size of your job, the Green World Windows Platinum Series Vinyl Windows are your absolutely smart choice. The innovative product line offers a broad range of great choices and styles. All Green World Windows are tested by AAMA and NFRC and Energy Star Approved and Rated.

THE POWER OF GREEN—FULL LIFETIME WARRANTY

All Green World Windows' Series are covered by our exclusive Full Lifetime Warranty with Glass Breakage. You are covered as long as you own and occupy your home. This includes multi-family homes. For more warranty information contact an authorized Green World Window Dealer or go to www.greenworldwindows.com



Tel: (909) 947-3868 Fax: (909) 947-9825





Power of the green™

Green World Windows & Doors Corp.

Vinyl Windows & Doors

Full Lifetime Warranty

To ensure peace of mind... as long as you and reside in your home

For Replacement Home Owner Only

Single and Multi-Family Home Unit

Green World Windows guarantees to the original consumer purchaser who is an natural person and not a partnership, corporation, association, government agency or other entity) (Original Purchaser) of Green World Windows or Doors other than sound windows, multi-slide and bi-fold doors (hereafter referred to as products) installed in a single or multi-family home unit ("Home") by the Original Purchaser as replacements or authorized retrofit window dealer and distributor, that Green World Windows will repair or replace any such Products that are defective in materials or workmanship and will pay the costs of all parts and labor. If repair is not commercially practical or cannot timely be made, then Green World Windows will, at its option, either replace any defective Product or refund the purchase price.

Transfer of Warranty:

This warranty is transferable one time only by Original Purchaser to a successor owner of the property before ten (10) years has elapsed after the Start Date. Green World Windows will automatically extend full coverage under the Warranty to the new owner(s) of the Home until the tenth (10th) anniversary of the Start Date.

Vinyl: Lifetime

Green World Windows warrants that the vinyl sash and frame members will be free from defects such as cracking, peeling, flaking or blistering.

Glass: Lifetime

Green World Windows warrants that the insulated glass will not develop a build-up of moisture between the panes of glass. Green World, at its discretion, will supply either the replacement glass or a full panel.

Glass Breakage: Lifetime

Green World Venetian windows are warranted against accidental glass breakage, excluding tempered glass.

Screens: 1 year

Screens are warranted against defects in material for a period of one (1) year. Replacement screens will be delivered to the nearest Green World dealer/distributor.

Labor: Lifetime

Green World will, at its discretion, repair or replace any defective part or component at no charge to you for as long as you own and occupy the home in which the products were installed. Lifetime labor applies only to Green World's official delivery and service areas. Please check with your local Green World dealer.

Repair/Replacement Procedure

This warranty is limited to Green World, at its option, repairing and/or replacing defective parts (color matching not guaranteed) in lieu of repair or replacement. Green World, in its sole discretion, reserves the right to refund the amount paid by the original single-family homeowner for the product (excluding installation cost).

Product Changes

Green World reserves the right to discontinue or change any product it manufactures. If the part or component of the product originally installed is not available and Green World determines to make replacement, Green World shall have the right to substitute such part or component designated by Green World to be of equal quality and price.

Exclusions

Every effort is made to ensure that your new Green World windows and doors remain trouble free year after year. Of course, some items are beyond Green World's control and are not covered by this warranty. The following items are not covered by this warranty:

- Improper installation, use or maintenance
- Small scratches, marks, slight glass curvature or other minor imperfections in the glass or vinyl
- Failures due to product modifications or window shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated window coverings, etc.)
- Water infiltration other than as a result of defect in manufacturing or materials
- Normal wear and tear (e.g., natural fading, etc.)
- Corrosion of hardware and painted surfaces in coastal areas
- Brass hardware finish
- Incidental or consequential damage
- Damage caused by earthquakes, floods, wind or other "acts of God"
- Damage caused by misuse, house settling or vandalism
- Any costs associated with the use of scaffolding or lifts
- For Green World Products with argon gas-filled insulating glass, Green World injects the gas at the time of manufacture. The gradual dissipation of inert gas may occur naturally over time and is not a defect. Other than gas loss due to seal failure, the warranty does not cover the gradual dissipation of inert gas or the amount of inert gas remaining in the Green World Products at any time after manufacture
- Customer(s) who violate "Window Care Instructions" on the back page.
- New construction track home and multi-family builders and their home owners

Condensation, Mold and Mildew

Condensation on the glass is a natural result of excessive moisture in the house and does not indicate a defective product or faulty installation. Maintaining proper household humidity levels may prevent problems such as mold, mildew and related health risks. In no event shall Green World be liable for any damages, including special, incidental or consequential damages, resulting from condensation, mold or mildew.

IF YOU BECOME AWARE OF PERSISTENT CONDENSATION ON YOUR WINDOWS, YOU SHOULD TAKE IMMEDIATE REMEDIAL ACTION TO PREVENT WATER, MOLD AND/OR MILDEW DAMAGE TO YOUR PROPERTY AND POTENTIAL HEALTH RISKS.

Limitation of Remedies

THIS EXPRESS WARRANTY IS IN LIEU OF ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GREEN WORLD EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ITS LIABILITY WILL IN ALL INSTANCES BE LIMITED TO REPAIR OR REPLACEMENT OR REFUND OF ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages or implied warranties. This warranty is only applicable in the contiguous U.S.A. This warranty gives you specific legal rights, and you may also have other rights, which may vary, from state to state. This warranty may not be changed or modified by any representative of the manufacturer or its distributors or dealers. Any former full lifetime warranty is invalid. This warranty is for product purchased after January 1, 2018

Green World Windows

(909)947-3868

www.greenworldwindows.com

Dealer or Distributor Name: _____

Purchase Date: _____

Sales Order No.: _____



Power of the green™

Window and Door Care Instruction

Your Green World windows and patio doors will continue to perform well if given some simple, routine Care and Maintenance Instructions. With proper care, your windows and doors will continue to operate at their best and look great.

Green World's Warranty (see reverse side or access Green World's website at www.greenworldwindows.com) does not cover damage or defects related to a failure to follow the Care and Maintenance Instructions below.

GLASS CARE

Proper care of your window and door glass is important to gain the maximum effectiveness of insulating, low-e or reflective glass. Any of the "Don't" actions listed below can damage the glass surface or destroy the insulating glass seal and will void your glass warranty.

Don't use any petroleum-based cleaner, or ammonia or any chemical solvent contains cleaner and caustic chemicals on your glass.

Don't use a razor blade, abrasive pad or putty knife to clean the glass.

Don't use a high-pressure spray nozzle when rinsing your glass after washing.

Do clean glass with a mild dish soap and water. Rinse completely with clean water and wipe dry with a soft cloth to avoid water spots.

Avoid washing glass in direct sunlight for best results.

Do clean screens by first removing, then washing on a clean, flat surface with a mild soap and water solution using a soft brush. Rinse, dry and reinstall.

MOLD AND CONDENSATION

Water condensation can occur on your window and door interior surfaces if certain conditions exist. Often it's a warning to you that excessive moisture exists in your home that may facilitate mold growth. Condensation on interior window surfaces results from higher moisture content in the air contacting lower temperature surfaces on the glass or frames. The higher your home's interior humidity and the lower the outside air temperature, the more condensation can occur.

Do check all window sashes for smooth and regular operation. Increase interior home ventilation and air exchange devices if needed.

Do use your exhaust fans, especially when showering.

Do consider installing a dehumidifier. Use ceiling fans to improve air circulation.

Do open windows and doors when practical to allow interior moisture to escape.

PREMIUM EXTERIOR VINYL FINISHES

As with all Cap-Stock finishes, natural weathering will occur over extended periods of time. Proper care of your Cap-Stock surfaces is important in maintaining the luster and color of the finish.

Do Use a soft wet brush or absorbent cloth to carefully remove debris stuck to the Cap-Stock finish.

Do periodically wash Green World finishes using warm water, and a mild detergent on a soft absorbent cloth.

Never use solvents or solvent based cleaners of any kind on Green World finishes.

Never use a dry cloth or hard bristle brush to clean Green World finishes.

SMOOTH OPERATION

Do lubricate the moving parts of window and door hardware if not operating smoothly. Use only a spray silicone product to lubricate moving parts, being careful not to apply excessive amounts. Wipe up any drips or spills. In salt-air environments, monthly cleaning and lubrication may be necessary to preserve function (see text of warranty on reverse side for the exclusion of warranty coverage for functionality of hardware in corrosive environments).

Do inspect weather stripping on operable windows and doors to be sure it seals evenly when closed.

Do make certain that the track area is kept clean. Frequent vacuuming will clear any accumulated dirt and dust.

Do adjust sliding door rollers for proper height clearances. Door rollers are adjusted with a screwdriver through access holes in either the end or side of the sliding panel, located near the bottom of the panel.

Do adjust rolling screen doors to slide smoothly. Use a screwdriver, in all four corners, to make adjustments.

Do check on the sliding door lock strike placement if you adjust the door rollers. Adjustment is made by loosening screw fasteners, moving strike plate and tightening. Re-check for proper lock operation.

DRAINAGE SYSTEMS

Windows and doors use a simple drainage system or 'weep' holes designed in the frame itself. These water drainage pathways must be kept clean and clear of any obstructions to operate effectively.

It's normal for water to accumulate in the sill or track area during a period of wind-driven rain. The weep system is designed to allow the water to drain to the outside as water builds up, or outside wind pressure subsides. Clogged weep holes may prevent excess water from draining. Over time standing water can damage your window or door and lead to structural damage from mold, mildew and wood rot if water enters your wall cavities.

Do keep all sill or track surfaces clean of dirt and debris.

Do make sure that exterior weep holes are clear of any debris, stucco, sand or other obstructions.

Do use a small, soft brush (such as an old toothbrush) to clear openings.

Do regularly inspect the exterior perimeter of your window and door frames for any cracks, or cracks in the adjacent siding material that can cause moisture to penetrate. If a crack appears, seal with a good grade of sealant according to the sealant manufacturer's instructions.

IMPORTANT DO'S AND DON'T'S

- | | |
|--------|--|
| DO: | Clean the frame surfaces with mild soap and water. |
| DON'T: | Use razor blades, putty knives or abrasive scrub pads. |
| DO: | Use a commercial glass cleaner or mild soap and water. |
| DON'T: | Use ANY petroleum-based cleaners or solvents. |
| DO: | Clean window & door tracks and weep holes. |
| DON'T: | Use oil-based lubricants or damage weep hole covers/baffles. |
| DO: | Regularly check weather stripping and hardware performance. |
| DON'T: | Add films or attachments to the glass. |
| DO: | Read and understand your Warranty. |

Remark: Any of the "Don't" actions listed above will void your warranty. Green World Windows has the right of explanation of the Warranty. Warranty terms and conditions subject to change without notice

Acknowledged By Customer: _____

DATE SUBMITTED 10/29/2025
 SUBMITTED BY R. ALEJANDRO ESTRADA
 DATE ACTION REQUIRED 11/5/25

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Approval of the combined CivicPlus Website Redesign and Development ADA Title II Compliance and CivicPlus Automated Agenda Management Proposal.

DEPARTMENT INVOLVED: DEPARTMENT OF INNOVATION & TECHNOLOGY

BACKGROUND/SUMMARY:

Currently, the City of Imperial website is not in compliance with the Americans with Disabilities act Title II and Section 508. Additionally, the deadline for compliance, April of 2027 is rapidly approaching.

Currently, meeting agendas are manually typed in Microsoft Word and are edited into PDF format. A ticket is then created in the help desk system, requesting that the web developer upload the agenda and any associated documents to the website. This process takes time and creates extra work for staff.

Selecting CivicPlus will assist the City to be in compliance with the ADA Title II and promote efficient meeting and agenda management.

FISCAL IMPACT:

Project included in the 2025-26 Innovation & Technology Budget.
 Account 19-144-5253 \$48,587.79

FINANCE
INITIALS

VNF

STAFF RECOMMENDATION:

The staff recommends approving the disbursement of funds for the CivicPlus Website Redesign and Agenda Management system in the amount of \$48,587.79

DEPT. INITIALS

[Signature]

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

ARM

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

REFERRED TO:



**INFORMATION TECHNOLOGY
DEPARTMENT**

DIRECTOR
R. Alejandro Estrada

October 30, 2025

To: Dennis Morita, City Manager

Re: **Executive Report for the Selection of Agenda Management Vendor**

Mr. Morita,

Background

The City of Imperial initiated a Request for Proposal (RFP) process to select a qualified vendor to streamline the agenda management and streaming of City of Imperial meetings. The primary objective of this project is to reduce staff workload, ensure transparency in meetings, and publish meeting agendas and supporting documents in a timely manner.

RFP Overview

RFP Title: Automated Agenda Preparation, Meeting Management, and Video Streaming

RFP Number: 2025-15

Release Date: September 4, 2025

Proposal Deadline: September 25, 2025

Evaluation Period: September 26, 2025-November 5, 2025

Number of Proposals Received: 9

The RFP outlined the following key project requirements:

- Improve staff workflow for creating and reviewing agenda items.
- Automate agenda item submission, approval, and publishing.
- Increase public access to agendas, minutes, and videos.
- Editable minutes based on entries created in real-time meeting management.
- Ability to timestamp items in the meeting video.
- Video displayed in a reliable video player that's universally accessible and has multi-language closed-captioning capabilities.

Evaluation Process

The evaluation committee consisted of representatives from the Department of Innovation & Technology, Public Information Office, and Community Development Department. Proposals were evaluated based on the following weighted criteria:

Evaluation Criteria	Points
Functionality and Features	30
Cost	25
Implementation Timeline	15
Vendor Experience and References	15
Training and Support	10
Security and Compliance	5

Summary of Proposals

Vendor	Total Score	Proposed Cost	Notable Strengths
CivicPlus	92	\$43,650.00	Agenda preparation functionality
Granicus	90	\$44,452.20	Real-time meeting management

Recommendation

Based on the evaluation results, Vendor CivicPlus received the highest overall score and demonstrated the strongest alignment with the City’s objectives and technical requirements. Vendor CivicPlus has extensive experience with agenda management and meeting streaming, offering a proven and secure platform, as well as comprehensive post-launch support and training.

Therefore, the evaluation committee recommends awarding the contract to CivicPlus for agenda management, public meeting streaming, and publishing meeting minutes.

Next Steps

- 1. Finalize contract negotiations with the selected vendor.
- 2. Obtain City Council approval for contract award.
- 3. Initiate project kickoff and timeline scheduling.
- 4. Begin design and discovery phase.

Expected Project Timeline:

- Contract Award: November 5, 2025
- Design & Development: To be determined
- Testing & Training: To be determined
- Launch: August 15, 2026

Conclusion

The recommended vendor has demonstrated the technical capacity, creative expertise, and commitment necessary to deliver an agenda management platform that reflects the City's values of transparency, accessibility, and community engagement. This project represents a key investment in digital transformation and enhanced public service delivery.

Sincerely,

R. Alejandro Estrada
Director of Innovation & Technology





**INFORMATION TECHNOLOGY
DEPARTMENT**

DIRECTOR
R. Alejandro Estrada

October 30, 2025

To: Dennis Morita, City Manager

Re: **Executive Report for the Selection of Website Developer Vendor**

Mr. Morita,

Background

The City of Imperial initiated a Request for Proposal (RFP) process to select a qualified vendor to design, develop, and implement a new official government website. The primary objective of this project is to modernize the City's online presence, improve accessibility and user experience, enhance transparency, and ensure compliance with current web standards and security protocols.

The purpose of the website redesign is to ensure the City of Imperial complies with ADA Title II and Section 508 standards. Additionally, it will provide residents and site visitors with an intuitive and engaging experience.

RFP Overview

RFP Title: Website Redesign and Development ADA Title II Compliance

RFP Number: 2025-16

Release Date: September 4, 2025

Proposal Deadline: September 25, 2025

Evaluation Period: September 26, 2025-November 5, 2025

Number of Proposals Received: 40

The RFP outlined the following key project requirements:

- Modern and responsive website design is compliant with WCAG 2.1 accessibility standards.
- Content Management System (CMS) with user-friendly administrative controls.
- Integration with existing online services and third-party systems.
- Robust cybersecurity and data privacy measures.
- Ongoing maintenance and support options.
- Training for City staff in content management and basic web updates.

Evaluation Process

The evaluation committee consisted of representatives from the Department of Innovation & Technology, Public Information Office, and Community Development Department. Proposals were evaluated based on the following weighted criteria:

Evaluation Criteria	Points
ADA/WCAG Accessibility Compliance	25
Technical Approach & CMS Usability	20
Experience with Government Clients	15
Project Cost	15
Implementation Timeline	10
Design Quality and User Experience	10
References and Past Performance	5

Summary of Proposals

Vendor	Total Score	Proposed Cost	Notable Strengths
CivicPlus	96	\$39,817.79	Content Management System usability
Granicus	94	\$43,031.14	Mobile-first design

Recommendation

Based on the evaluation results, Vendor CivicPlus received the highest overall score and demonstrated the strongest alignment with the City’s objectives and technical requirements. Vendor CivicPlus has extensive experience designing municipal and government websites, offers a proven and secure CMS platform, and provides comprehensive post-launch support and training.

Therefore, the evaluation committee recommends awarding the contract to CivicPlus for website design, development, implementation, and ongoing support.

Next Steps

- 1. Finalize contract negotiations with the selected vendor.
- 2. Obtain City Council approval for contract award.
- 3. Initiate project kickoff and timeline scheduling.
- 4. Begin design and discovery phase.

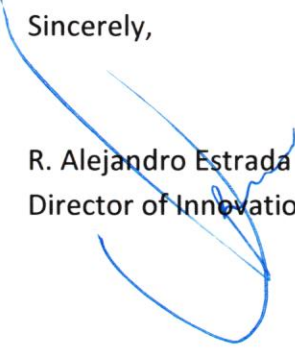
Expected Project Timeline:

- Contract Award: November 5, 2025
- Design & Development: To be determined
- Testing & Training: To be determined
- Launch: August 15, 2026

Conclusion

The recommended vendor has demonstrated the technical capacity, creative expertise, and commitment necessary to deliver a website that reflects the City's values of transparency, accessibility, and community engagement. This project represents a key investment in digital transformation and enhanced public service delivery.

Sincerely,



R. Alejandro Estrada

Director of Innovation & Technology

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-110424-1

10/26/2025 2:55 PM

11/30/2025

Client:

City of Imperial, CA

Bill To:

IMPERIAL CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Hector Ortega		hector.ortega@civicplus.com		Net 30

Municipal Website

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Annual - Municipal Websites Central	Annual - Municipal Websites Central	USD 4,250.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -4,250.00
1.00	Hosting & Security Annual Fee - Municipal Websites Central	Hosting & Security Annual Fee - Municipal Websites Central	USD 1,188.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,188.00
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 600.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -600.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: imperial.ca.gov	USD 89.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -89.00
1.00	DNS Hosting for .GOV Annual Fee	DNS Hosting for .GOV Annual Fee: imperial.ca.gov	USD 75.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -75.00
1.00	Ultimate Implementation - Municipal Websites Central	Ultimate Implementation - Municipal Websites Central	USD 11,262.79

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	48 Month Redesign Ultimate Annual - Municipal Websites Central	48 Month Redesign Ultimate Annual - Municipal Websites Central	USD 4,003.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -4,003.00
250.00	Website Content Development - 1 Page	Content Development - 1 Page	USD 7,700.00
6.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees	USD 3,465.00
4.00	Alignment Virtual Consulting	Alignment Consulting - Virtual, up to 3 hours	USD 2,310.00

Accessibility

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AudioEye Managed	AudioEye Managed: imperial.ca.gov	USD 4,875.00
1.00	Web Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -4,875.00

Agenda Meeting Management

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	USD 6,300.00
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design	USD 3,900.00
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams	USD 6,000.00
1.00	CivicPlus Media: Implementation Fee	CivicPlus Media: Implementation Fee	USD 1,050.00
1.00	AMM Select: Live Meeting Manager Annual Fee	AMM Select: Live Meeting Manager Annual Fee	USD 2,400.00
1.00	AMM Select: Live Meeting Manager Implementation Fee	Live Meeting Manager Implementation	USD 500.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Agenda and Meeting Management Select Integration Hub : Third Party Integration	Single third party integration for Integration Hub.	USD 2,200.00

NextRequest

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Economy Plan	NextRequest Economy Plan for local agencies; Unlimited Staff Users, Up to 5 Admin-Publisher Users, Up to 1TB Storage. Core Features: Request Portal, Request Diversion, Public Reading Room, Email Notifications, Reminders, Reporting, Tasks, Time Tracking	USD 5,988.00
1.00	NextRequest Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -5,988.00
1.00	NextRequest Economy Implementation	NextRequest Economy Implementation (Virtual Only)	USD 1,500.00

List Price - Initial Term Total	USD 76,273.00
Total Investment - Initial Term	USD 48,587.79
Annual Recurring Services (Subject to Uplift)	USD 37,968.00

Initial Term	24 Months, beginning at signature date. Total Investment - Initial Term refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement.
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

DRAFT

Acceptance of Quote # Q-110424-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):

Printed Name:

Title:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus

By (please sign):

Printed Name:

Title:

Date:

DATE SUBMITTED 10/29/25
 SUBMITTED BY PUBLIC SERVICES
 DATE ACTION REQUIRED 11/5/25

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

Approval to enter into an agreement with Sewer AI Software Services via HGAC procurement as part of CIP #853

BACKGROUND/SUMMARY:

Sewer AI is an approved vendor under the Houston-Galveston Area Council (HGAC) cooperative purchasing program, which allows municipalities to access competitive pricing and streamlined procurement for specialized services. Staff has identified Sewer AI's software as a valuable complement to the work being performed under City Project Bid No. 2025-08, which involves CCTV inspection of the manhole and gravity sewer collection system.

Sewer AI uses advanced artificial intelligence to analyze inspection footage, automatically detect defects, classify pipe conditions, and generate actionable reports. This technology will reduce manual review time, enhance accuracy, and enable more effective prioritization of maintenance and rehabilitation efforts. The total cost of the proposed service for the first year (startup) is \$35,172.80, with an annual subscription fee thereafter of \$31,672.80. Startup costs will be included as part of Capital Improvement Project (CIP) No. 853.

FISCAL IMPACT:

\$35,172.80

Account: 54-853-5210 (CIP)

FINANCE
INITIALS

JMS

STAFF RECOMMENDATION:

Staff recommends approval to submit an application to utilize HGAC procurement and enter into an agreement with Sewer AI for software services.

DEPT.
INITIALS

mg

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER's
INITIALS

DKM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED

TO:

REJECTED ()

DEFERRED ()

PRODUCT RELEASE

Risk & Rehab

From Inspection Data to Investment Plan—In Minutes, Not Months.

Risk & Rehab by SewerAI turns your existing CCTV data into instant, defensible capital plans—saving time and money while expanding your team's capacity.



Risk Analysis Dashboard

Risk Map View



Built for Anyone to Use

No GIS expertise required. Just upload your data and get a clear, ranked list of pipes to fix—plus maps, reports, and funding-ready packages.



Speed to Insight

Generate risk scores, rehab flags, and full project scopes in **under an hour**. Skip months of consultant reports and get straight to action.

How we Calculate Risk

Likelihood of Failure Risk Parameters

We have factored in the information from your inspection data and applied a numerical Likelihood of failure value (0-5) based on the severity of structural and O&M related defects observed during an inspection. Below are the ranges associated with each failure value.

Factors	Weight	Highest - 5	High - 4	Medium - 3	Low - 2	Lowest - 1	N/A or Null
NASSCO LoF	1%	5	4	3	2	1	0
Age of Asset	1%	100 yrs or above	50 - 99 years	15 - 49 years	10 - 14 years	9 years or below	0
Diameter	1%	10 ft or above	5 - 9 ft	3 - 4 ft	2 - 4 ft	1 ft or below	0
Length	1%	500 ft or above	300 - 499 ft	200 - 299 ft	100 - 199 ft	100 ft or below	0
Material	1%	Brick, Clay, Wood	Cast iron, other	Reinforced Plastic	Plastic/steel com.	Concrete, Steel, ABS	0
Structural Rating Index	1%	5	4	3	2	1	0
O&M Pipe Rating Index	1%	5	4	3	2	1	0

Consequence of Failure Factors and Weightings

We have factored in the information from your inspection data and considered the geographical distance of your assets based on distance to roadways and critical buildings and weighting them on a combination of direct and indirect impacts on the vicinity and community due to a potential asset failure.

Factors	Weight	Highest - 5	High - 4	Medium - 3	Low - 2	Lowest - 1	N/A or Null
Distance to Hospitals	10%	TBD	TBD	TBD	TBD	TBD	0
Distance to Roadways	10%	TBD	TBD	TBD	TBD	TBD	0

Customizable Risk Calculations



Fueled by AutoCode™ AI

Seamlessly pulls AI-coded inspections from PIONEER, giving you the most accurate, always-current risk predictions and rehab priorities.



Collaboration, Bidding & Beyond

Plan projects, share data, and prepare bid packages—so utilities, engineers, and contractors stay on the same page.

Break the Planning Bottleneck

Utilities are asked to justify millions in infrastructure spend—without the staff, time, or tools to do it. Capital planning often relies on spreadsheets, GIS overlays, and months-long consulting engagements that quickly go stale.

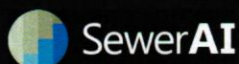
The result? Reactive break-fix budgets and missed funding windows.

Risk & Rehab by SewerAI

Instantly delivers:

- Full-system risk scores (customizable by utility)
- Prioritized rehab recommendations & cost estimates
 - Budget scenarios and project phasing
 - Export and apply for federal funding (SRF/FEMA)
- Transparent, auditable logic—no black box
- Subscription pricing by miles of pipe—scaled for any budget

Lower Risk. Better Outcomes.



The #1 platform for the underground infrastructure ecosystem
+1 (855)-952-2200 | sales@sewerai.com | www.sewerai.com





SewerAI Agreement For City of Imperial, CA

Prepared On: October 28, 2025

Prepared For:

David Dale
City of Imperial, CA
420 South Imperial Ave.,
Imperial, CA, 92251
ddale@imperial.ca.gov
(760) 355-3336

Prepared By:

Marissa Oudt
SewerAI, Account Executive
1646 N California Blvd, Suite 510
Walnut Creek, CA 94596
moudt@sewerai.com

BACKGROUND

PIONEER® by SewerAI is a cloud platform designed for sewer and stormwater inspection data management. All datasets and deliverables uploaded are hosted and made available on PIONEER® cloud platform for review, edit, export (download) and digitally submit (via Digital Submittal). Unlimited Cloud storage and Unlimited View Mode users are included for collaboration among all stakeholders. SewerAI also provides an On-Truck Solution that integrates with all major camera crawler manufacturers for inspection data capture and sync to PIONEER®, as well as the ability to create new survey headers and/or auto populate them from uploaded spreadsheets and/or GIS layers.

SewerAI AutoCode™ uses an AI-assisted process to facilitate rapid and accurate sewer and stormwater condition assessment, including PACP, LACP and MACP (Level II). Inspection videos are initially processed through AutoCode™ AI-models that analyze the CCTV GoPro MAX, Digital Universal (DUC) Camera, and/or PANORAMO (Digital Sidescan) data, identifying regions in the pipeline images containing certain conditions, such as features and defects. Predicted conditions made by AutoCode™ are aggregated into video clips, which SewerAI NASSCO P/M/LACP certified technicians examine for review and confirmation. Final deliverable from AutoCode™ includes a NASSCO database (Microsoft Access, .MDB) and additional industry-standard deliverables (such as Snaps, PDFs, and CCTV videos with on-screen annotation and audio narrations).

Sewer3D™ harnesses photogrammetry in a cloud-computing environment to render 3D models, point-clouds, and CAD-integrated geometric data from consumer-available 360 "action cameras".

Quality Assurance Inspection - QAI™ offers a set of comprehensive and customizable checks on CCTV datasets that evaluates various database integrity, project spec, and optical quality characteristics to support sewer inspection projects.

SewerAI Corp | Walnut Creek, CA
855-952-2200 | www.sewerai.com | sales@sewerai.com

SCOPE OF AGREEMENT

This proposal details an annual subscription which enables City of Imperial, CA to accelerate inspection operations more cost-effectively, while providing consistent and accurate deliverables to elevate the customer experience.

Included in this proposal is 1 (one) PIONEER® Administrator license and 1 Editor licenses for use in the office to manage data.

Unlimited Cloud storage and Unlimited View Mode users are included with this license.

Also included is a pricing menu of other PIONEER® licenses & Autocode™ AI Services on a no commitment pay as-you -go basis or volume commitment discounts should you choose to utilize those services.

PRICING SCHEDULE

Software Subscription

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
P.1	PIONEER® Administrator Seat	\$12,000.00	\$11,400.00	1	Each	5%	\$11,400.00
P.5	PIONEER® Data & Storage	Included	Included	Unlimited	Unlimited	0%	\$0.00
P.4	PIONEER® Viewer Seat	Included	Included	Unlimited	Unlimited	0%	\$0.00
P.2	PIONEER® Inspector / Editor Seat	\$6,000.00	\$5,700.00	1	Each	5%	\$5,700.00
Software Subscription TOTAL:							\$17,100.00

Annual Subscription Service

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AS.P.1	AutoCode™ PACP / LACP Annual Volume Commitment	\$0.25	\$0.23	63360	Linear Feet	10%	\$14,572.80
Annual Subscription Service TOTAL:							\$14,572.80

Pay-As-You-Go Services

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AP.S.1	Sewer3D™ Pay- As-You-Go Manhole 3D Model Rendering & AI Assisted Measurements	\$5.00	\$4.75	TBD	Each	5%	\$0.00
AP.P.1	AutoCode™ Pay- As-You-Go for Mainline PACP or Lateral LACP	\$0.25	\$0.00	TBD	Linear Feet	5%	\$0.00
Pay-As-You-Go Services TOTAL:							\$0.00

Pay-As-You-Go ADD ON

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AS.P.ADD.1	AutoCode™ Pay- As-You-Go ADD- ON for Mainline PACP or Lateral LACP (Beyond Contracted Quantity)	\$0.25	\$0.25	TBD	Linear Feet	0%	\$0.00
Pay-As-You-Go ADD ON TOTAL:							\$0.00

Professional Services

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
PRO.1	Professional Services - Geodatabase	\$5,000.00	\$3,500.00	1		30%	\$3,500.00
Professional Services TOTAL:							\$3,500.00

Pricing Totals:

Software Total: \$17,100.00

Services Total: \$14,572.80

1st Year Total: \$35,172.80

Annual Total: \$31,672.80

Contract Term: 12 Months

Grand Total: \$35,172.80

Discount Value/Credits:

Discounts: \$-3,667.20

Credits: 0

EFFECTIVE DATE

This agreement is effective on the date it is signed.

PAYMENT TERMS

Net 30. Please remit payments to:

SewerAI Corp
1646 N California Blvd, Suite 510
Walnut Creek, CA 94596

- PIONEER® software subscription is invoiced Annually
- AutoCode™ pay-as-you-go service is invoiced monthly, as used.
- AutoCode™ annual subscription service is invoiced Quarterly, as contracted or used - whichever is higher.

IMPLEMENTATION

SewerAI and City of Imperial, CA will agree to meet as frequently as necessary to ensure project success for the duration of the first 12 months of the agreement.

SewerAI Corp | Walnut Creek, CA
855-952-2200 | www.sewerai.com | sales@sewerai.com

Service Levels (if applicable):

Turnaround time for NASSCO PACP/LACP deliverables will not exceed 10 business days from the time of upload of datasets from newly captured inspections. In the event City of Imperial, CA elects to commit to an annual volume of 600,000 linear feet or more of AutoCode™, then the turnaround time will not exceed 5 business days.

Turnaround time for NASSCO MACP deliverables will not exceed 10 business days from the time of upload of datasets from newly captured inspections.

Turnaround time for QAITM and Sewer3DTM will not exceed 2 business days from the time of upload of datasets from newly captured inspections.

Marketing: Both sides will make reasonable efforts on co-marketing initiatives (i.e., press releases, project spotlights, use cases, white papers, videos, referrals). SewerAI will not do any PR without written approval from City of Imperial, CA.

Pro-rata Implementation: It is expressly understood that implementation of additional Inspector (Editor) Seat licenses as well as On-Truck (Field) Uploader Seat licenses are subject to an implementation schedule wherein pro-rata billings for items may occur. When Items listed in the pricing schedule above are implemented they become billable on a pro-rata basis, such that the contract term of this agreement remains unchanged.

Terms of Service: This order for City of Imperial, CA will be governed by the SewerAI Terms of Service, located at the URL hereto: www.sewerai.com/terms

AUTOMATIC RENEWAL WITH NOTIFICATION OF PRICE CHANGE

This agreement will automatically renew to ensure uninterrupted provision of our services and to facilitate effective planning for both parties. Unless City of Imperial, CA provides written notice of their intent to terminate the agreement at least 30 days prior to the end date of the current agreement term, the contract will be renewed for an additional year. Should there be any changes to the pricing terms upon renewal, SewerAI will issue a written notice to City of Imperial, CA informing them of the updated pricing at least 60 days prior to the end date of the current agreement.

SEWERAI EXCLUSIONS

Proprietary means and methods employed, developed, improved and/or invented by SewerAI (including artificial intelligence, machine learning, algorithms, source code, scripts, schema or any other web-based tools) used in provision of certain "work products" or deliverables such as described above in Background and Scope of Order are not defined as "work products". Any means and methods employed, developed, improved, and/or invented by SewerAI through execution of the

SewerAI Corp | Walnut Creek, CA
855-952-2200 | www.sewerai.com | sales@sewerai.com

Scope of Order are separate from Scope of Order, and will remain the sole property of SewerAI during the term, and after the term, of this Order.

Not included in the prices stated in this Order are the items listed below. If needed or found to be applicable, these items would be provided by SewerAI at an additional cost; or would be furnished by others, at your direction, at no cost to SewerAI.

1. Retention / Retainage of funds by Owner and client to Customer
2. Pay-when-paid terms
3. Liquidated Damages
4. Payment and Performance bonds
5. Insurance Requirements Beyond SewerAI's Standard Coverage

APPROVAL & AUTHORITY TO PROCEED

This agreement and the pricing, terms, and scope described expire after 11/5/2025.

I have read and understood this agreement, and I accept and agree to all of its terms and conditions.

I enter into this agreement voluntarily, with full knowledge of its effect:

Name:	
Title:	
Signature:	
Email:	
Date:	
AP Contact Name	
AP Contact email	
Schedule of Items Selected (if applicable)	

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Sewerai Corporation - Public Services - ID: 12587 - SC06-24

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Sewerai Corporation, hereinafter referred to as the Contractor, having its principal place of business at 2815 Mitchell Drive, Suite 215, Walnut Creek, CA 94598.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Jun 01 2024 and ends May 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code, H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the

performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

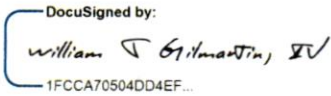
In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

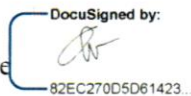
Sewerai Corporation

Signature 1FCCA70504DD4EF...

Name William J Gilmartin, IV

Title CRO

Date 5/20/2024

Signature 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 5/20/2024

H-GAC

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Sewerai Corporation - Public Services - ID: 12587

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Request For Proposal #SC06-24

Title: Sewer/Storm Water, Hydro-Excavating Equipment and Related Services

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer. Please note: awarded contracts for SC06-24 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles or equipment must list these vehicles in Category H. If that specific product is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category H should only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

- A. Sewer/Storm Water/Pipeline Cleaners - Truck and Trailer mounted**
- B. Jet Rodders - Truck and Trailer mounted**
- C. Hydro-Excavators - Truck and Trailer mounted**
- D. Sewer/Storm Water/Pipeline Inspection System - portable**
- E. Sewer/Storm Water/Pipeline Inspection System Vans and Trailers**
- F. Miscellaneous Sewer/Storm Water Cleaning Vehicles/Equipment**
- G. Miscellaneous Sewer/Storm Water Cleaning Services**
- H. Electric/Alternative Fuel Sewer/Storm Water Cleaning, Hydro-Excavator, Inspection, or related vehicles**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

- I. Sewer/Storm Water Cleaning and related vehicle Service/Maintenance Plans**

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

Request For Proposal #SC06-24

Title: Sewer/Storm Water, Hydro-Excavating Equipment and Related Services

J. Sewer/Storm Water Cleaning and related vehicle Parts and Supplies

Response listing need only to include catalog name and percentage discount.

Please include in your response a complete listing or catalog of vehicle option packages, dealer options, and accessories separately. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. Please upload in Section 10.1.6 - no zip files can be accepted.

This solicitation does not include the following types of vehicles, which are included in other HGACBuy contracts:

Earth Moving and Construction Equipment (EM06-19),

Street Sweeping Equipment (SW04-20),

Grounds and Turf Equipment (GR01-20), or

Medium and Heavy Duty Trucks and Truck Bodies (HT06-21).

4.2. Manuals and Base Model Specs

- A. Contractor must supply at the time of delivery, at least one complete owner's manual or complete operations and service documentation covering the completed vehicles as delivered and accepted.
- B. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each base model on the response listing. Please upload in Section 10.1.5 - no zip files can be accepted.

4.3. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.4. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date

Request For Proposal #SC06-24

Title: Sewer/Storm Water, Hydro-Excavating Equipment and Related Services

- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

Attachment A
SewerAI Corporation
Sewer/Storm Water, Hydro-Excavating Equipment and Related Services
Contract No.: SC06-24

Manufacturer	Model	Item Description	Offered List Price	HGACBuy Discount
		Category G - Miscellaneous Sewer/Storm Water Cleaning Services		
SewerAI Corporation	PIONEER by SewerAI Administrator Inspector Seat ¹ - Annual	¹ PIONEER Admin/Inspector Seat Login Permissions: Create & Distribute View-Mode Login Accounts & Permissions, Upload/Download Files, Initiate AutoCode, Edit Files & Observations, Export to PDF, Export Videos & Databases, Create & Share Digital Submittals, Dynamic Queries & Filters, Download CSV Lists, Engage in Review Tasks, View Data & ArcGIS Maps (if applicable), 1-Yr Agreement. *Includes Unlimited Data Storage *Includes Unlimited View-Mode Users *PIONEER View-Mode Login Permissions: Dynamic Queries & Filters, Download CSV Lists, Download Individual PDFs, Engage in Review Tasks, View Data & ArcGIS Maps (if applicable), MH 3D Model Measurement	\$ 12,000.00	5%
SewerAI Corporation	PIONEER by SewerAI Optional Additional Inspector Seat ² - Annual (Optional)	PIONEER Inspector Seat Login Permissions: Upload/Download Files, Initiate AutoCode™, Edit Files & Survey Observations, Export to PDF, Export Videos and Databases, Create & Share Digital Submittals, Dynamic Queries & Filters, Download CSV Lists, Engage in Review Tasks, Receive-Accept-Download Digital Submittals, View Data & ArcGIS Maps (if applicable), 1-Year Agreement	\$ 6,000.00	5%
SewerAI Corporation	On-Truck / Field Capture Data Sync Seat - Annual (Optional)	Per Truck/Seat Field Inspection Capture Software PIONEER On-Truck / Field Capture Data Sync Seat Login Permissions: Includes all View-Mode Permissions, Create new NASSCO PLMACP inspections in Desktop App, Record New or Append Existing Videos, Enter/Edit NASSCO Codes, Append Images, Sync Inspections to PIONEER Cloud, Populate Asset Info in NASSCO Survey Header fields from ArcGIS map (if applicable), Includes Install & Camera Equipment Calibration	\$ 2,400.00	5%
SewerAI Corporation	Sewer3D™ 3D MH Model Rendering & Auto Component Measurement	PIONEER's Sewer3D™ technology harnesses photogrammetry in a cloud-computing environment to render 3D models, point-clouds, and CAD-integrated geometric data from consumer-available 360 "action cameras" MH 3D Model Rendering, 3D Model Download (GLB & LAS), & 3D Model Measurement	\$ 5.00	5%
SewerAI Corporation	QAI™ Quality Assurance Inspection BASIC	*Includes verification of Survey Headers, validation of Operator NASSCO credentials, functioning distance counter, matching reversal (if survey abandoned), & video playback	\$ 0.05	5%
SewerAI Corporation	QAI™ Quality Assurance Inspection ADVANCED	*without NASSCO AutoCode assessment *Optical quality analysis, NASSCO codes within allowable parameters, in-pipe camera speed <30 ft/min, custom survey headers *Includes QAI Basic	\$ 0.10	5%
SewerAI Corporation	AUTOCODE™ MH MACP SERVICES 1-1,500 Surveys	MACP LEVEL II Condition Assessment (per MH Survey) Pay-As-You-Go Annual Usage Pricing *PIONEER ¹ Admin Inspector Seat Required, with option to add additional PIONEER Inspector Seat ² (s) provided above *Includes Sewer3D™ 3D MH Model Rendering & Auto Component Measurement *Per MACP MH Survey for 1-1,500 MACP Level II Surveys	\$ 40.00	5%
SewerAI Corporation	AUTOCODE™ MH MACP SERVICES 1,501-3,000 Surveys	MACP LEVEL II Condition Assessment (per MH Survey) Pay-As-You-Go Annual Usage Pricing *PIONEER ¹ Admin Inspector Seat Required, with option to add additional PIONEER Inspector Seat ² (s) provided above *Includes Sewer3D™ 3D MH Model Rendering & Auto Component Measurement *Per MACP MH Survey for 1,501-3,000 MACP Level II Surveys	\$ 35.00	5%
SewerAI Corporation	AUTOCODE™ MH MACP SERVICES >3,001 Surveys	MACP LEVEL II Condition Assessment (per MH Survey) Pay-As-You-Go Annual Usage Pricing *PIONEER ¹ Admin Inspector Seat Required, with option to add additional PIONEER Inspector Seat ² (s) provided above *Includes Sewer3D™ 3D MH Model Rendering & Auto Component Measurement *Per MACP MH Survey for >3,001 MACP Level II Surveys	\$ 30.00	5%
SewerAI Corporation	AUTOCODE™ Mainline PACP or Lateral LACP SERVICES 1-100,000 LF	AutoCode™ Pay-As-You-Go Annual Graduated Usage Pricing for Mainline PACP or Lateral LACP *1-100,000 LF *PIONEER ¹ Admin Inspector Seat Required, with option to add additional PIONEER Inspector Seat ² (s) provided above *Per linear Ft (LF) surveyed in CCTV datasets provided	\$ 0.30	5%
SewerAI Corporation	AUTOCODE™ Mainline PACP or Lateral LACP SERVICES 100,001 - 200,000 LF	AutoCode™ Pay-As-You-Go Annual Graduated Usage Pricing for Mainline PACP or Lateral LACP *100,001 - 200,000 LF *PIONEER ¹ Admin Inspector Seat Required, with option to add additional PIONEER Inspector Seat ² (s) provided above *Per linear Ft (LF) surveyed in CCTV datasets provided	\$ 0.27	5%
SewerAI Corporation	AUTOCODE™ Mainline PACP or Lateral LACP SERVICES 200,001 - 600,000 LF	AutoCode™ Pay-As-You-Go Annual Graduated Usage Pricing for Mainline PACP or Lateral LACP *600,001 LF - Unlimited *PIONEER ¹ Admin Inspector Seat Required, with option to add additional PIONEER Inspector Seat ² (s) provided above *Per linear Ft (LF) surveyed in CCTV datasets provided	\$ 0.25	5%
SewerAI Corporation	AUTOCODE™ Mainline PACP or Lateral LACP SERVICES 600,001 LF - Unlimited	AutoCode™ Pay-As-You-Go Annual Graduated Usage Pricing for Mainline PACP or Lateral LACP *200,001 - 600,000 LF *PIONEER ¹ Admin Inspector Seat Required, with option to add additional PIONEER Inspector Seat ² (s) provided above *Per linear Ft (LF) surveyed in CCTV datasets provided	\$ 0.23	5%

SewerAI Corporation	AutoCode™ Annual Volume Commitment - 500,000 LF	*PIONEER¹ Admin Inspector Seat Required, with option to add additional PIONEER Inspector Seat²(s) provided above * Includes up to 500,000 LF⁴ *Per linear Ft (LF) surveyed in CCTV datasets provided * PIONEER¹ Admin Inspector Seat Required	\$ 100,000.00	5%
SewerAI Corporation	AutoCode™ Annual Volume Commitment - 1,000,000 LF	AutoCode™ Annual Volume Commitment - 1,000,000 LF *PIONEER¹ Admin Inspector Seat Required, with option to add additional PIONEER Inspector Seat²(s) provided above * Includes up to 1,000,000 LF⁴ *Per linear Ft (LF) surveyed in CCTV datasets provided * PIONEER¹ Admin Inspector Seat Required	\$ 150,000.00	5%

Agenda Item No. D-5

DATE SUBMITTED 10/29/25
 SUBMITTED BY PUBLIC SERVICES
 DATE ACTION REQUIRED 11/5/25

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. Accept Proposal from Climatec Energy Services for Infrastructure Modernization & Utility Savings Program (Request for Proposal (RFP) 2025-10				
BACKGROUND/SUMMARY: On July 7, 2025, a Request for Proposals (RFP) was issued and publicly advertised for the Infrastructure Modernization and Utility Savings Program. The city is experiencing significant rising cost pressures from utilities as IID has increased rates by 69% over the last five years, with further double-digit increases expected in the coming years. To combat these cost escalations, the City issued an RFP in July 2025 for the design and implementation of comprehensive infrastructure modernizations and utility savings measures throughout all City-owned facilities. The city received one proposal. Staff recommends awarding RFP No. 2025-10, Infrastructure Modernization & Utility Savings Program, to Climatec as the successful respondent and entering into an Energy Services Agreement to commence program development. See attached documents for additional information.				
FISCAL IMPACT: None at this time. See attached document for details	FINANCE INITIALS <u>VMg</u>			
STAFF RECOMMENDATION: Approval to proceed	DEPT. INITIALS <u>Ang</u>			
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>DMN</u>			
MOTION: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%; border: none;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%; border: none;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		



CITY OF IMPERIAL
INFRASTRUCTURE
MODERNIZATION & UTILITY
SAVINGS PROGRAM
AGREEMENT

This Energy Infrastructure Modernization Program Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF IMPERIAL
420 S Imperial Avenue
Imperial, CA 92251
Attn: David Dale, PE
(760) 355-4371
("CITY")

And: CLIMATEC, LLC
13715 Stowe Drive
Poway, CA 92064
Attn: Ashley Lough
(602) 400-2859
("CLIMATEC" or "ESCO")

CITY and ESCO each may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, CITY Council and Staff agree it is in the City's best interest to engage an experienced and qualified energy services company for the development and implementation plan of a Citywide Infrastructure Modernization & Utility Savings Program ("Program") consistent with the provisions of California Government Code sections 4217.10 – 4217.18 that will provide sustained cost savings and operational efficiency at project site locations.

WHEREAS, CITY advertised a formal competitive selection process through Request for Proposals (RFP) No. 2025-10 and selected CLIMATEC to conduct all phases of the Program including citywide site assessments, program development and implementation;

WHEREAS, ESCO will complete a comprehensive preliminary assessment ("PA") for energy, gas, and water infrastructure at CITY facilities identified in Attachment "A," which is attached to this Agreement and incorporated herein by this reference, at no cost obligation to CITY in order to develop preliminary scope of work and funding plan options that meet CITY's Program objectives; and

WHEREAS, ESCO will complete a detailed assessment ("DA") at no cost obligation to CITY in order to finalize the desired scope of work and funding plan, provided Staff and Council confirm the

Program to be implemented by ESCO and set a target action date for Council approval; and

WHEREAS, subject to separate Council approval, Agreement will be amended for ESCO to implement the agreed upon scope of work as the design/build general contractor, and implementation may be phased according to funding availability and CITY priorities; and

WHEREAS, funding plan options will be based on funding plans used by other California cities for similar projects, ESCO neither provides financial advice nor functions as a Municipal Financial Advisor, and CITY's Finance Department, Municipal Financial Advisor and/or City leadership shall be responsible for reviewing the options to provide recommendations to Staff and Council; and

WHEREAS, Parties intend to meet procurement requirements for eligible local, state and federal funding sources under the formal procurement process conducted for RFP No. 2025-10 or California Government Code sections 4217.10 – 4217.18;

WHEREAS, ESCO does not engage in or advise on public contracting on CITY's behalf, and both RFP No. 2025-10 and this Agreement affirm CITY's intent to work with ESCO for all Program phases; ESCO will be disqualified from future bids or RFPs for projects developed under this Agreement if CITY elects not to award ESCO as the design/build general contractor for Program implementation; and

WHEREAS, ESCO is considered competent to perform the Program services for CITY; and

WHEREAS, CITY and ESCO desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. DESCRIPTION OF SERVICES. ESCO shall furnish all the Services described in Attachment "A" and "B" ("Services") within the Program term.
2. TERM. The term of this Agreement shall be from the Effective Date of the Agreement through **December 31, 2029**. The term may be modified by mutual agreement of the Parties.
3. COMPENSATION. CITY shall pay, and ESCO shall accept in full, an amount not to exceed the sum of **\$0 for the scope of services outlined in Attachment A – Section C for Program development**. Subject to separate Council approval, compensation will be amended to include a not-to-exceed turnkey price for ESCO to implement the agreed upon scope as design/build general contractor as outlined in Attachment B. The turnkey implementation price will include ESCO's 5% profit fee and recouped program development costs. ESCO shall be compensated only for performance of the Services described in the Agreement. No compensation shall be provided for any other work or services without CITY's prior written consent.
4. PERFORMANCE. ESCO shall faithfully perform the Services in a proficient manner and in accord with the terms of this Agreement. ESCO shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by ESCO pursuant to this Agreement, except that ESCO shall not be responsible for the accuracy of information supplied by CITY.
5. TERMINATION. The Parties may mutually terminate this Agreement through a writing signed by

both Parties. CITY may terminate this Agreement for any reason upon providing ESCO with 10 days advance written notice. ESCO agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If CITY terminates this Agreement due to no fault or failure of performance by ESCO, then ESCO shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall ESCO be entitled to receive more than the amount that would be paid to ESCO for the full performance of the Services.

6. CITY PROPERTY. All original documents, drawings, electronic media, and other materials prepared by ESCO pursuant to this Agreement immediately become the exclusive property of CITY and shall not be used by ESCO for any other purpose without CITY's prior written consent.
7. IMPLEMENTATION SCOPE OF WORK. The Scope of Work to be implemented shall be populated in Attachment B after the completion of the Detailed Assessment. Contractor shall keep the Site(s) in a reasonably clean condition. The City shall always have access to the Work. Contractor will maintain safety in the performance of the Work and shall erect and maintain, as required by conditions and progress of Work, all necessary safeguards including necessary permits, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work.

This Agreement is based upon the use of straight time labor only unless stated otherwise in this Agreement. Contractor agrees to keep the job site clean of debris arising out of its own operations. Except as provided herein, City shall not back charge Contractor for any cost or expenses without Contractor's written consent. Unless specifically noted in the scope of work or services undertaken by Contractor under this Agreement, Contractor's obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environment hazards or dangerous substances, to include but not to be limited to asbestos, PCBs, or mold discovered in or on the premises. However, if any hazardous materials are found, the City has the option to have a 3rd party remediate the hazardous materials or under a separate agreement the Contractor provide remediation at the job site(s). Any language or provision of the Agreement elsewhere contained which may authorize or empower the City to change, modify or alter the scope of work or services to be performed by Contractor shall not operate to compel Contractor to perform any work relating to hazards without Contractor's express written consent

8. SOLAR INSTALLATION. The Work excludes correction of any existing or previous violations of laws, codes or utility requirements and errors and omissions of the City or other contractors not communicated to Contractor. City will provide all discretionary permits (permits requiring the discretion of the issuer) required in time to execute the Work within the agreed upon schedule. Contractor will provide all non-discretionary, ministerial (permits not requiring thought and discretion of the issuer) permits required for the provision of the solar installation. City agrees to promptly execute and return provided Preliminary Interconnection Documentation (initial or preliminary paperwork or documentation required by the Utility for interconnection of the system to be executed by the system owner), Preliminary Rebate Documentation (documentation comprising the initial or preliminary paperwork required by the administrator of the Rebate or the Rebate to be reserved) (if applicable), and Site Owner Consent Documentation (agreement from the site owner to install system on the real property identified in the proposal) (if applicable). Attachment "B" will include commercially reasonable efforts to promptly obtain the PTO (Permission to Operate) from City's utility. The monitoring equipment provider will provide monitoring hosting services for the first five years of operation. City warrants that they hold title to the installation site and agree to the solar installation on that site.

Terms applicable to the solar scope are as follows:

- a. Interconnection Agreement – means an agreement between the City and a particular utility involved for interconnection of the solar output to the electrical grid.

- b. Interconnection Equipment – all equipment (including wiring and conduit and metering for net metering) on the City side of the main service meter to enable proper interconnection of the solar system to the grid.

Design – Subject to Council approving Program Implementation, Contractor will complete final elements of design and engineering such as land surveys, geotechnical studies and preparation of design documents and drawings required to prepare submittal packages, obtain permits and procure equipment. Contractor shall prepare the design submittals (prepared by qualified individuals). The submittal shall be submitted to City for approval. City shall provide approvals within fifteen business days from receipt. The Contractor shall not proceed with work until approval is granted by the City.

Unforeseen Site Conditions – Within 10 business days of discovery, Contractor will notify City in writing of (a) subsurface or latent physical conditions at the site differing materially from those described in any contract or City documentation that will affect the price of delivery of the Work. Should such conditions arise, the City will have several options to consider, including identifying an alternative location for the affected scope (e.g. moving Solar PV array) or removing the scope.

9. INVOICING & PAYMENTS. Contractor may invoice the City for any equipment and/or materials installed at a job site. City shall have no obligation to pay for equipment or supplies unless and until unconditional releases from all suppliers of the same have been provided to the City. Except for amounts in dispute, the City agrees to pay Contractor amounts invoiced upon receipt of invoice for completion of Work. Except for amounts in dispute, City shall retain 5% from all payments as retention in accordance with Public Contract Code Section 7107. Final Payment, including retention withheld, will be due in accordance with Public Contract Code 7107, or as otherwise provided by law. If Contractor's undisputed invoice is not paid within 30 days of its receipt, it is delinquent and Contractor may add one percent (1%) per month interest onto delinquent amounts.
10. SUBCONTRACTORS. Contractor shall submit to the City in writing a list of any subcontractors engaged by the Contractor for any Work for the City's prior written approval, not to be unreasonably withheld. Contractor agrees to bind every subcontractor by the terms of this Contract, including, without limitation, indemnification, insurance, business license and warranty requirements. Contractor shall be fully responsible to City for the Work of its subcontractors and persons directly or indirectly employed by them. The Contract shall not create any contractual relationship between any subcontractor and City.

Contractor and all subcontractors performing the work shall not employ any person who is unfit or unskilled in assigned Work. Contractor and/or subcontractor shall dismiss any person whom City deems incompetent or unfit
11. MATERIALS. All materials shall be new, in compliance with all applicable laws and codes, and shall be covered by a manufacturer's warranty, if appropriate. If the materials or equipment included in this Agreement become temporarily unavailable, the Contractor shall immediately notify the City in writing of the unavailability and the time for performance of the Work shall be extended to the extent thereof with the City's written consent. In the case of permanent unavailability, Contractor shall immediately notify the City in writing of the unavailability and shall only be excused from furnishing said materials with the City's written consent.

12. COMPLETION. The Work shall be considered completed upon written approval by the City, provided that the City's approval shall not be unreasonably withheld. The nature of the Work consists of multiple projects and/or sites, as eventually to be populated as Attachment B. Once work on a project or a site is deemed by the Contractor to be substantially complete (that is available for beneficial use by the City with the scope of work for that site or project functioning as required) and concurrence is provided by the City, except for minor items (a punch list), Contractor will provide a written Notice of Substantial Completion for that site or project to the City. Final Completion, as previously noted, will occur once the entire scope of work is complete for all sites and projects.
13. CORRECTION OF ERRORS. Contractor shall perform, at its own cost, without reimbursement from the City, any work necessary to correct errors or omissions caused by Contractor's failure to comply with the standard of care required herein.
14. WARRANTY. Contractor warrants that the equipment and systems provided under this Agreement shall be free from defects in material and workmanship arising from normal usage for a period of one year from the date of beneficial uses. Within the warranty period, if City provides written notice to Contractor of any such defects within 30 days after the appearance or discovery of such defect, Contractor shall, at its option, repair or replace the defective equipment and return said equipment to City. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. All transferable manufacturer warranties associated with the equipment will be transferred to the City. These warranties are in lieu of all other warranties, expressed or implied, including but not limited to those of merchantability and fitness for a specific purpose.
15. LIABILITY. Neither party shall be liable to the other for any special, indirect, or consequential damages arising in any manner from the equipment, material, or systems furnished or the work performed pursuant to this Agreement.
16. REBATES, UTILITY INCENTIVES. Unless otherwise stated in the Agreement, or cash flow analysis, any and all rebates, incentives that are earned through the course of this project from public or private utilities, municipalities, development City's or state funding, with the exception of lighting rebates, are 100% the property of the City or their designee. Lighting rebates are 100% the property of Contractor and are used to reduce the project cost to the City. The paperwork, inspections and verification required to collect these monies (except for lighting rebates) are the sole responsibility of the City.
17. DELAYS. Contractor shall not be liable for any delay in the performance of the Work resulting from or attributed to acts of circumstance beyond Contractor's control, including acts of God, riots, labor disputes, conditions of the premises, or acts or omissions of the City. If City delays project for greater than 60 calendar days, Contractor can recover any cost inflation on un-billed materials that were either stored or yet to be purchased.
18. DISPUTES. The Dispute Resolution Provisions require that each Claim be in writing, served on the other party, describing specific details of the dispute relating to changes in Work or claim for additional compensation, within seven calendar days of the occurrence of the condition. This notice must be provided via certified mail. For a reasonable period commencing on the day written notice of dispute was provided, but not to exceed 30 calendar days, the parties shall in good faith attempt to resolve the dispute. If the parties are unable to resolve the Dispute during this period, the parties shall proceed as required by Public Contract Code Sections 9204 and 20104, et seq. Effective January 1, 1991, Section 20104 et seq., of the Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the

Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to require that the parties hereto shall proceed to resolve any disputes in accordance with the procedures set forth in Sections 9204 and 20104.

19. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code section 900, et seq., prior to filing any lawsuit against the Purchaser
20. CHANGE ORDER (Mid-Performance Amendments). Contractor and the City recognize that:
 21. City may desire a mid-job change in the specifications or scope that would add time and cost to the specified work or inconvenience Contractor.
 22. Other provisions of the Agreement may be difficult to carry out because of unforeseen events, such as material shortage or labor strikes.
 23. If these or other events beyond the control of the parties reasonably require adjustments to this Agreement, the parties shall make a good faith attempt to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties, and added to this Agreement. Failure to reach agreement shall be deemed a dispute to be resolved as agreed in section 20 of this Agreement.
24. PAYMENT & PERFORMANCE BONDS: Contractor shall not commence Work until it has provided to City, in the form provided by the City, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100% of the Contract Price issued by an admitted surety as defined in Code of Civil Procedure § 995.120.
25. OCCUPANCY: City may occupy buildings before Contract completion and occupancy shall not constitute acceptance of any Work, nor shall occupancy extend the Contract completion date.
26. INSURANCE REQUIREMENTS.
 - a. ESCO shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by ESCO, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability 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 and \$4,000,000 general aggregate.
 - (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if ESCO has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by CITY and approved in writing by CITY's Risk and Safety Division.
 - (3) *Workers' Compensation*. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions)*. Professional Liability (Errors and Omissions) appropriate to ESCO's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

- b. Each insurance policy required by this Agreement must be acceptable to CITY Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-; FSC VII, or as approved by CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage.* ESCO's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, officers, agents, employees, or volunteers shall be in excess of ESCO's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to CITY.
 - (5) *Subcontractors.* If applicable, ESCO shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and ESCO shall ensure that CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* ESCO hereby grants to CITY a waiver of any right to subrogation that any insurer of ESCO may acquire against CITY by virtue of the payment of any loss under such insurance. ESCO agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of CITY for all work performed by the ESCO, its agents, representatives, employees, and subcontractors.
 - (7) *Self-Insurance.* ESCO may, with CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self- insurance. ESCO shall only be permitted to utilize such self-insurance if, in the opinion of CITY, ESCO's (i) net worth and (ii) reserves for payment of claims of liability against ESCO are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. ESCO's utilization of self- insurance shall not in any way limit the liabilities assumed by ESCO pursuant to this Agreement.
 - (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by CITY.
- c. *Verification of Coverage.* At the time ESCO executes this Agreement, ESCO shall provide CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement.

- d. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage ESCO must maintain, and any approval of such insurance by CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by ESCO pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- e. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that ESCO fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies CITY may have, CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order ESCO to stop work under this Agreement and/or withhold any payment that becomes due to ESCO until ESCO demonstrates compliance with the insurance requirements in this Agreement.

27. INDEMNIFICATION, DUTY TO DEFEND, AND HOLD HARMLESS.

- a. Except for consequential, special, or indirect damages or claims, ESCO (including ESCO's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including reasonable attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with ESCO's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of ESCO. Further, in no event shall the cost to defend charged to the ESCO exceed the ESCO's proportionate percentage of fault.
- b. ESCO (including ESCO's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims (except for consequential, special, or indirect damages or claims) caused by, arising under, or resulting from any violation, or claim of violation, that CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

28. ANTI-ASSIGNMENT CLAUSE. Because the CITY has relied on the particular skills of ESCO in entering into this Agreement, ESCO shall not assign, delegate, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless ESCO assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, ESCO shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

29. ATTORNEY'S FEES AND COSTS. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

30. INDEPENDENT CONTRACTOR. ESCO is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

31. AMENDMENT. This Agreement shall not be amended except in a writing signed by the CITY and ESCO.
32. MERGER CLAUSE. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and ESCO concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
33. ANTI-WAIVER CLAUSE. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
34. SEVERABILITY. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
35. GOVERNING LAW. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of Alameda County, California.
36. COUNTERPARTS. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
37. PROVISIONS CUMULATIVE. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
38. NOTICE. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and ESCO shall promptly provide the other Party with notice of any changes to such contact information.
39. BUSINESS LICENSE. ESCO shall obtain a City of Imperial Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
40. COMPLIANCE WITH LAWS, PERMITS, AND LICENSES. ESCO shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. ESCO shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of ESCO to comply with this section.
41. PREVAILING WAGES. If applicable, pursuant to California Labor Code section 1770 et seq., ESCO agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. ESCO shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available

online at <http://www.dir.ca.gov/oprl/dprewagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of ESCO to comply with this section.

42. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. ESCO shall post all job site notices required by regulation. ESCO, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of ESCO to comply with this section.

43. IMMIGRATION REFORM AND CONTROL ACT OF 1986. ESCO shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). ESCO represents and warrants that all of its employees and the employees of any subcontractor retained by ESCO who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. ESCO affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. ESCO agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

40. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF IMPERIAL

Date: _____

NAME, TITLE

CLIMATEC, LLC

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:

BY: _____

THE CITY OF IMPERIAL DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT "A"

PROGRAM OVERVIEW & SCOPE OF WORK FOR PROGRAM DEVELOPMENT

A. General Program Overview & Approach

CITY of Imperial ("CITY") conducted a formal competitive selection process through RFP No. 2025-10 and selected CLIMATEC to perform all phases of a Citywide Infrastructure Modernization & Utility Savings Program ("Program") including site assessment, program development, and implementation.

ESCO will provide preliminary assessment (PA) services listed in Section C to conduct engineering site assessments, develop preliminary scope of work and funding plan options, and engage CITY stakeholders to assess which projects are feasible and desirable. The CITY's Finance Department or Municipal Financial Advisor will review the potential funding sources and financial analysis to make recommendations to Staff and Council.

After Staff and Council confirm the desired Program to be implemented by ESCO, and set a target action date for Council approval, ESCO will complete detailed assessment (DA) listed in Section C. The purpose of the DA is to finalize Program pricing, savings, detailed scope of work and technical specifications, all in close collaboration with Staff. At this stage, ESCO will provide backup analysis, breakouts, and other data required for Staff's due diligence. Detailed financial analysis will also be provided for CITY's Finance and leadership team to solidify the funding plan.

Provided the final DA deliverables meet CITY needs and expectations, Council shall consider approval of an Agreement amendment for ESCO to implement the agreed upon scope as the design/build general contractor. Detailed scope of work descriptions, inventories, specifications, cut sheets, and technical data will be included in Agreement attachments.

Upon approval of Program implementation, Parties will hold a kick-off meeting with applicable departments to coordinate mobilization efforts and establish an effective construction management framework. ESCO will complete final elements of design and engineering such as land surveys, geotechnical studies, and preparation of design documents and drawings required to prepare submittal packages, obtain permits and procure equipment.

Following Program implementation, ESCO will provide a comprehensive set of system data sheets, as-built plans, and closeout manuals, in addition to staff training. Measurement & Verification (M&V) services to monitor utility savings and performance of installed renewable energy systems may be pursued under a separate service agreement, if desired by CITY.

B. Locations

ESCO will provide services at the following CITY locations:

City to provide list of facilities to be included in the assessments

C. Services

This section outlines ESCO's sequential scope of services and deliverables for the Program development, including *Preliminary Assessment (PA)* and *Detailed Assessment (DA)*

Upon successful completion of the PA and DA, and subject to separate approval by Council, a detailed scope of work will be added to the Attachment "B": Implementation section for ESCO to implement the Program as the design/build general contractor

Preliminary Assessment (PA)

ESCO will complete the PA in two stages: 1) Site Assessment includes Citywide engineering site assessments to evaluate energy, gas, and water infrastructure needs, identifying potential efficiency and renewable measures, and establishing CITY priorities; and 2) Preliminary Development includes development of preliminary scope of work and funding plan options in accordance with the CITY's infrastructure and budgetary needs. ESCO will engage CITY stakeholders to prioritize which projects are most feasible and desirable. PA services and deliverables shall include (in sequence) but may not be limited to:

Site Assessments

1. Convene a kickoff meeting with key CITY stakeholders to validate Program understanding, expectations, requirements and timelines
2. Establish weekly or bi-weekly meeting cadence between Parties for duration of Program
3. Gather and review relevant background material including utility usage and rate data, standards of operations, facility operation schedules, existing infrastructure, GIS maps, existing surveys, assessor maps, utility maps, historic plans and documents, municipal vehicle lists, as-built drawings, and other data as may be required
4. Complete a baseline analysis of CITY's utility, maintenance, repair and other operating expenditures using data from utility releases, online portals and Staff
5. Evaluate electric vehicle (EV) charging infrastructure needs for municipal fleet and public use
6. Conduct engineering site assessments at CITY locations listed in Section B to evaluate infrastructure needs in the following areas, where applicable:
 - a. Water & wastewater treatment facility solutions
 - b. Solar, battery storage, and other renewable technologies
 - c. Smart irrigation control systems
 - d. Water conservation measures
 - e. Heating, Ventilation & Air Conditioning (HVAC) systems
 - f. Interior & exterior lighting and controls, street lighting
 - g. Electronic Vehicle (EV) charging
 - h. Sports field lighting and other park improvements
 - i. Building Automation System (BAS) installation, upgrade, or expansion
 - j. Building envelope upgrades, including roofing and windows
 - k. Microgrid technologies
 - l. Other related infrastructure improvements
 - m. Other training, remote monitoring services, and ongoing support services that will ensure the objectives of the program are met over the term of the agreement

7. Hold post-site walk meeting(s) with Staff to summarize site assessment findings and clarify priorities
8. Create inventory spreadsheets, field notes, a picture database cataloging relevant infrastructure data such as age, size, manufacturer, model/serial numbers, condition, efficiency ratings, operating procedures and maintenance needs
9. Create a needs matrix showing Citywide infrastructure needs for efficiency, renewables, and other improvements, gain input from key stakeholders to validate priorities and establish hierarchy of needs
10. Prepare a set of unmarked aerial maps or pictures for sites eligible to receive renewable energy measures and obtain mock-ups of desired locations from key stakeholders
11. Obtain funding plan parameters from Finance and CITY leaders including desired funding options to be explored from state, federal, local, and private sector programs as well as budgeting solutions for City capital or operating funds
12. Prepare an outreach and participation plan to incorporate community feedback into the PA development and conduct outreach to the Imperial community

Preliminary Development

1. Propose infrastructure modernizations and efficiency improvements including optimization, adjustment, retro-commissioning, retrofit, upgrade, redesign, installation, replacement and/or further evaluation for energy, gas and water infrastructure needs
2. Evaluate the City's Climate Action Plan (CAP) and recommend strategies to accomplish its objectives
3. Propose solutions citywide for EV charging infrastructure needs
4. Propose projects that minimize financial and technical risks to CITY
5. Develop a preliminary scope of work matrix showing proposed measures at applicable CITY locations, phased implementation options, and proposed layouts for renewables
6. Provide a not-to-exceed turnkey price, lifecycle savings, and funding source options based on preliminary engineering estimates; prepare sample funding scenarios as examples for use by CITY leadership, Finance Department and/or Municipal Advisor to select a recommended funding plan for Staff and Council consideration
7. Based upon PA findings and Staff input, prepare PA report for the Program draft concept, including: utility baseline summary, general overview of existing conditions by scope category, scope of work matrix, bulleted scope summary, aerial layouts, financial highlights, sample funding plan options, PowerPoint presentation, timeline estimates, memos and staff reports
8. Attend and present the Program PA report to applicable stakeholder groups, Public Boards, Planning Commission, and/or CITY Council to gain input on preliminary Program
9. Confirm desired Program to be implemented by ESCO and set target action date for Council approval based on validated input from Staff and Council

Detailed Assessment (DA)

After review of the PA, Staff and Council shall provide direction on the scope of work and funding options it desires to pursue for implementation and set a target date for Council action. In good faith, ESCO will complete the DA at its own risk, without financial obligation of CITY, to finalize the Program for anticipated implementation.

During the DA, ESCO will conduct in-depth engineering site assessments to finalize the desired Program including detailed scope of work, technical specifications, not-to-exceed price, and savings estimates. ESCO will prepare backup analysis, breakouts, and other data as needed for Staff to analyze the final Program details, as well as detailed financial proforma for Finance and City leadership to solidify the funding plan. To support Staff's final due diligence process, ESCO will provide extensive resources to ensure scope details, technical specifications, financial analysis, Agreement terms and timelines serve CITY's best interest. DA services and deliverables shall include (in sequence) but may not be limited to:

1. Conduct in-depth engineering site assessments to finalize Program scope, including review of existing conditions including electrical and structural requirements, validating inventories, specifying equipment, and detailing the scope of work to be performed
2. Communicate and coordinate with various local, state, and federal permitting authorities necessary to evaluate regulatory issues and Program constraints
3. Finalize strategies and system sizing for renewable energy technologies including electric vehicle charging infrastructure, solar PV, energy storage and backup power solutions
4. Update the scope of work matrix with proposed final scope and prepare summary of modifications that occurred between PA and DA for Staff review
5. Perform detailed financial engineering to finalize Program scope and funding plan including final not to exceed turnkey price, detailed savings and other analysis as needed
6. Work with CITY's Finance team to finalize and secure desired funding options
7. Prepare Program implementation plan, including specific tasks, who performs those tasks, and an estimated timeline for Program completion
8. Subject to Staff approval of the final Program, prepare Agreement amendment to include the detailed scope of work for Program implementation and work with City Attorney for final review
9. Provide final Program by revising previously provided PA report to reflect the final DA scope of work and funding plan
10. Present DA report to appropriate stakeholder groups and Council
11. Assist Staff with preparation of agenda items and Government Code Section 4217 requirements to seek Council approval for Program implementation

ATTACHMENT "B"

SCOPE OF WORK FOR IMPLEMENTATION

Implementation

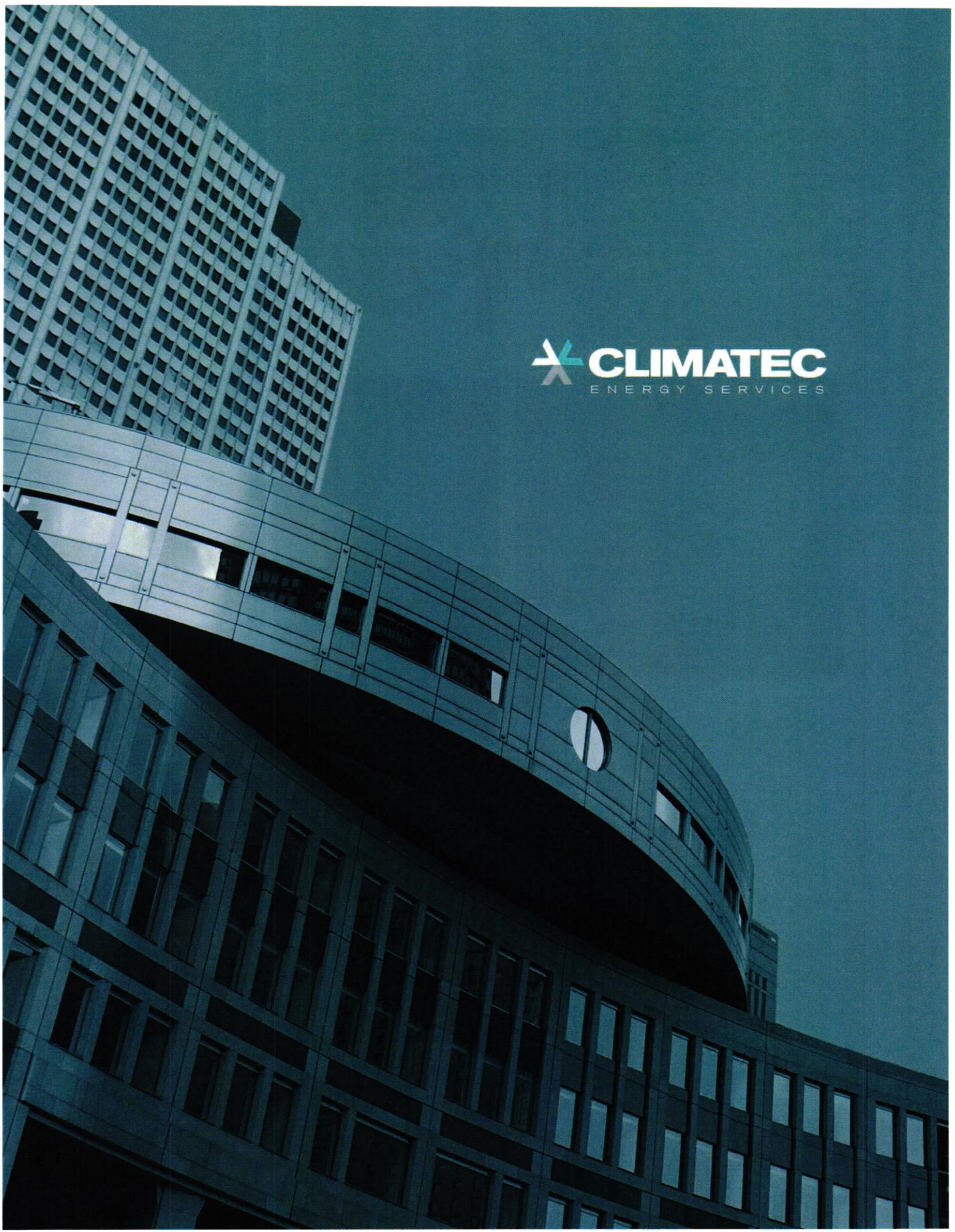
Implementation as the design/build general contractor.

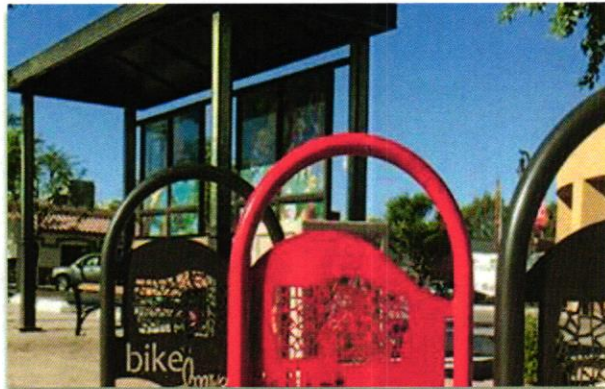
After CITY approves the DA deliverables, it is the intent of the CITY to work with CLIMATEC as the design/build general contractor for Program implementation. Subject to Council's separate approval, this section shall be amended to include the detailed scope of work including a description of measures to be installed at each location and technical appendices.

ESCO's implementation scope will include final design, engineering, permits, fees, approvals, project management, installation, startup, training, checkout, warranty, and insurance for the agreed upon scope of work. Upon authorization for Program implementation, Parties will hold a kick-off meeting with applicable departments to coordinate mobilization efforts and establish an effective construction management framework.

Assuming the Agreement amendment is executed, and funding is secured, ESCO will complete final elements of design and engineering such as land surveys, geotechnical studies, and preparation of design documents and drawings required to prepare submittal packages, obtain permits and procure equipment. Prior to initiating construction, ESCO will provide submittals and engineered drawings (where required) for CITY's technical review and written approval. All construction and associated cleanup will be performed and scheduled to minimize disruptions for CITY operations.

A detailed project implementation plan and comprehensive construction schedule will be provided after completing submittal review and equipment procurement.





**INFRASTRUCTURE MODERNIZATION &
UTILITY SAVINGS PROGRAM**

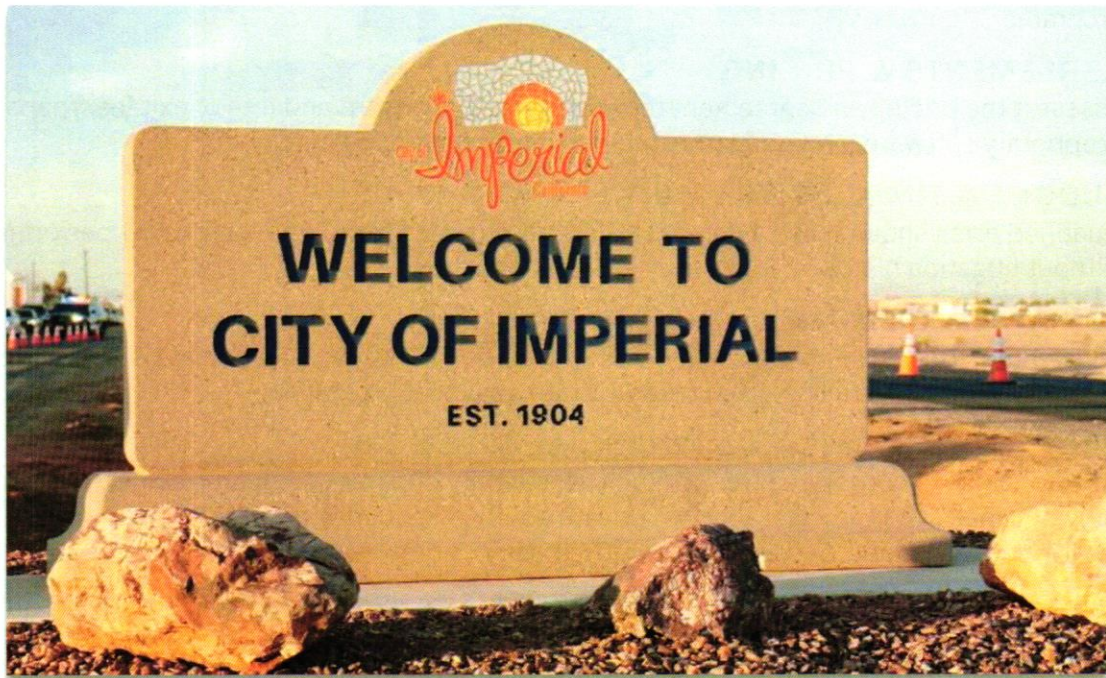
REQUEST FOR PROPOSAL (RFP) 2025-10

City of Imperial | Attn: David Dale, PE

Submitted & Due: August 6, 2025 | 2 pm

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August 6, 2025

David Dale, PE
City of Imperial
420 S. Imperial Avenue
Imperial, CA 92251



Dear Mr. Dale,

Thank you for the opportunity to partner with the City of Imperial in addressing infrastructure needs while navigating today's financial pressures. We understand the importance of protecting your general fund through thoughtful funding solutions, performance-based outcomes, and a delivery approach that is as fiscally responsible as it is impactful. Our team recognizes the weight of this solicitation and the deliberate path the City will follow in selecting a qualified partner.

With the right energy services partner, the project ahead will provide measurable relief by helping the City overcome the effects of deferred maintenance and take full advantage of today's funding and rebate opportunities. To ensure Imperial meets its objectives, we encourage the selection committee to consider key distinctions that define top-tier performers in the municipal energy and infrastructure space:

1. REFERENCES

Above all, check references! True performers should have a proven track record demonstrating their expertise in developing comprehensive infrastructure modernization and utility savings programs.

2. AGREEMENTS & PRICING

Assess if the pricing and agreement terms are straightforward and free of exit fees/penalties, proprietary software, and obligatory maintenance/monitoring agreements.

3. BUDGET & TIMELINE CERTAINTY

Qualified firms should have a demonstrated track record of on-time, on-budget performance, without litigation history.

4. FUNDING EXPERTISE

Verify if the firm has in-house capabilities to provide turn-key application assistance for the influx of grant funding opportunities from federal, state and local programs.

5. CORPORATE STABILITY & FINANCIAL STRENGTH

Look for signs of corporate strength such as: stability of parent company, ownership structure (privately held vs. publicly traded vs. private equity), frequency of name changes, debt structure, local decision making, and local resource capacity.

Climatec certifies that we meet or exceed all requirements and qualifications outlined in RFP NO. 2025-10 including top-tier accreditation by the National Association of Energy Service Companies (NAESCO) and the Department of Energy (DOE).

We're ready to deliver a customized infrastructure modernization and utility savings program that supports Imperial's fiscal goals, addresses facility needs, and maximizes external funding. We look forward to the opportunity to serve you!

Sincerely,

A handwritten signature in blue ink that reads "Ashley Lough".

Ashley Lough

Director of Energy Services | Direct: (602) 400-2859 | alough@climatec.com

For correspondence related to this RFP, please contact Ryan Crowell at (949) 473-1724 or RCrowell@Climatec.com

TAB 1: BACKGROUND, FINANCIAL CAPACITY & MANAGEMENT STRUCTURE

A. GENERAL INFORMATION

PROVEN TRACK RECORD

50 Years

Energy & Industry Experience

Over \$1.25B

Infrastructure Modernization
Programs Implemented

ZERO

Savings Shortfalls or Litigation

**Stable
Ownership**

Backed by Bosch,
Privately Held

BRIEF HISTORY OF FIRM

Since our founding in 1975, Climatec has grown into one of the nation's largest providers of energy infrastructure and building technology solutions. Our success is reflected in a strong portfolio of repeat public-sector customers, proving that our approach goes beyond the traditional "get in, get out" mentality. We are committed to long-term partnerships and multi-phase program support.

Climatec's philosophy is simple: stand behind every promise and stay engaged to ensure lasting success. Our reputation is built on results and supported by a robust network of California municipal references.

With over \$1.25 billion in turn-key energy efficiency and sustainability programs implemented, Climatec is the market leader for public agencies seeking to revitalize infrastructure, drive climate action, and achieve sustainability goals.

The following attributes reflect Climatec's proven ability to deliver innovative, high-impact efficiency solutions as a leading energy partner:

- Delivering turn-key energy management and efficiency projects for over 50 years
- Completing thousands of energy efficiency programs for the public sector
- Operating 7 offices across California, including a local office in Poway
- Serving as the largest master systems integrator for building automation in the U.S.
- Employing hundreds of licensed professionals and engineers across California
- Navigating California's evolving political landscape, state mandates, funding opportunities, and regulatory frameworks with deep expertise
- Leveraging established relationships with agencies such as IID, CEC, CPUC, CARB, DGS, DIR, ICAPCD and others to maximize the success of customer programs

We continue to help our customers meet and exceed their climate goals, demonstrating that our commitment is **not just performative, but proven through consistent, results-driven delivery.**

KEY DIFFERENTIATING FACTORS & AREAS OF EXPERTISE

THE CLIMATEC DIFFERENCE

- ✓ REFERENCES
- ✓ AGREEMENTS & PRICING
- ✓ BUDGET & TIMELINE CERTAINTY
- ✓ FUNDING EXPERTISE
- ✓ CORPORATE STABILITY & FINANCIAL STRENGTH

REFERENCES

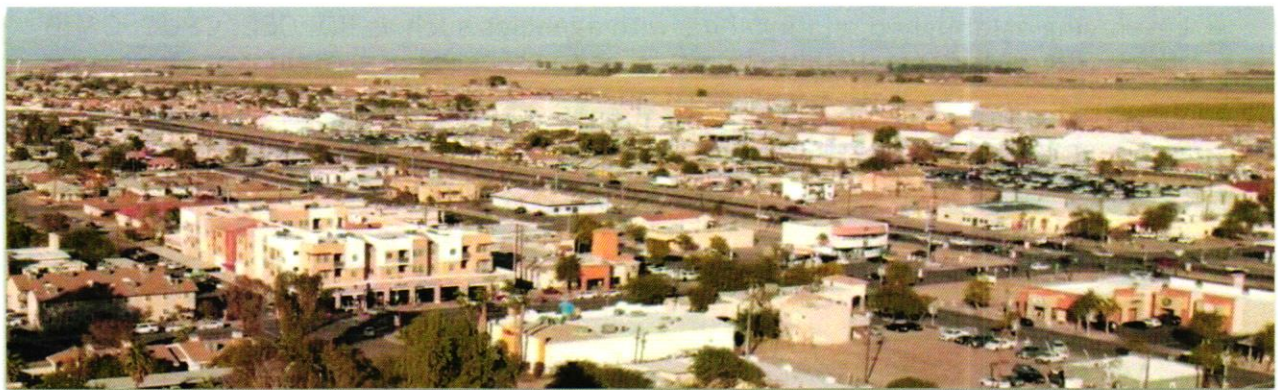
Positive References



We often hear during competitive RFP selection processes that reference checks are one of the main contributing factors for selecting Climatec. We strongly encourage the evaluation committee to reach out to our references provided in **Tab 3: References** to hear what our customers have to say about their Climatec experience.

As our project histories and customer testimonials demonstrate, Climatec has provided comprehensive infrastructure modernization and utility savings programs for hundreds of public entities across California, particularly in and around Imperial County. Our reference base not only demonstrates our ability to deliver successful projects but also reflects our unwavering commitment to delivering on our promises, even in the face of design or implementation challenges.

When modernizing public infrastructure, nearly 100% of projects have challenges at one point or another. Climatec believes it is how we respond to these challenges that defines our brand and customer's experience. It is crucial to partner with a company that has a genuine desire to serve its customers' best interests for the foreseeable future.



Imperial Valley & IID Expertise Track Record

Climatec has provided comprehensive infrastructure modernization and utility savings programs to hundreds of public entities across the State of California, specifically in Imperial County and other local communities. Some of these customers include:

Alvord USD	City of Laguna Beach	Lakeside Union SD
Apple Valley USD	City of Seal Beach	McCabe Union ESD
Brawley Union HSD	City of Twentynine Palms	Meadows Union SD
Calexico USD	Coachella Valley USD	Needles USD
Calipatria USD	Corona-Norco USD	Palm Springs USD
Centralia ESD	Eastside Union SD	Palo Verde USD
City of Blythe	Escondido Union HSD	Ramona USD
City of Escondido	Heber ESD	Saddleback Valley USD
City of Fountain Valley	Hesperia USD	Seeley Union SD
City of Indio	Holtville USD	Val Verde USD
City of Jurupa Valley	Keppel USD	Victor Valley UHSD

Having local Imperial Valley experience and a strong reference base is incredibly important for the evaluation team to consider when selecting an energy services partner. For instance, Imperial Irrigation District (IID) is unlike any other utility provider in the State and the rates structures are unique to all California utilities. Climatec has a tremendous amount of experience in working with IID and its representatives to obtain rebates/incentives and follow local protocols when upgrading electrical and water infrastructure. Our relationship with IID can serve as an asset and value added service as the City looks towards solutions to increase local electrical capacity and attract development.

Another key advantage of our local experience is our firm's proven ability to deliver comprehensive project development, engineering, funding, and construction services, ensuring programs are completed on time and within budget. Our strong network of local references can attest to Climatec's unmatched track record of providing exceptional customer service and robust resources to public agencies throughout the Imperial Valley.

Our references illustrate that 70% of our business comes from repeat, satisfied customers – particularly in Southern California.

AGREEMENTS & PRICING

A common theme you hear when contacting customer references is that Climatec is easy to do business with. This starts with having straightforward agreements and transparency during assessments, design, funding discussions, implementation, and monitoring. You'll find that we are amenable to modifying our agreement terms to ensure fair, win-win outcomes. Legal review and accepting redlines is something we do within a couple of hours, instead of the industry norm, which usually takes weeks or months.



When it comes to pricing, we provide investment-grade assessments at our risk with no cost obligation for the City. If Climatec develops a program that meets the needs of Imperial, our profit fee for program implementation is 5% of the turn-key project amount. Costs for design, engineering, project management and general conditions are included in a not-to-exceed price and consistent with industry standards.

During construction, we bill progress payments for percentage complete according to AIA standards. Our agreements are written as such to eliminate change order risks, unless the City requests a scope modification.

In summary, **there's no fine print with Climatec.**

BUDGET & TIMELINE CERTAINTY

In today's construction environment, partnering with a single design-build provider is the most effective way to ensure budget and timeline certainty, particularly within fixed-price energy programs that protect agencies from rising equipment and labor costs. A turn-key approach also simplifies funding applications, ensures compliance with reporting requirements, and provides clear accountability for savings projections and performance.

Climatec has more experience delivering large-scale energy conservation projects under current market conditions than any other provider in California. Our customers typically achieve a 15–20% reduction in construction costs and a 2:1 savings-to-investment ratio.



- **Reduced architectural and engineering (A/E) fees**
- **Expedited project delivery timelines**
- **Elimination of change orders and inflation-related price increases**
- **Access to economies of scale, buying power, and preferred pricing**
- **Increased staff efficiency & reduced utility/maintenance costs**

With a proven track record of delivering complex infrastructure modernization and utility savings programs, Climatec is uniquely positioned to bring high-impact, reliable results to Imperial's Citywide efficiency and resiliency initiatives.

FUNDING EXPERTISE

Today, more funding is available from grants, incentives, and rebates than ever before. Federal, state, local, and private sector programs offer public agencies opportunities to relieve capital funds and leverage significant general fund savings. Partnering with an expert in securing these funds is crucial.

Climatec excels in identifying funding options for energy efficiency and sustainability, providing white-glove support for the City and your finance team.

Our team has successfully guided public agencies through the process of accessing over \$1.25 billion in funding from a wide array of budget-neutral funding sources, including:

- Federal Stimulus Programs
- Inflation Reduction Act (IRA)
- California Energy Commission (CEC)
- Utility Incentives/Rebates
- Department of Water Resources (DWR)
- California Air Resources Board (CARB)
- Department of Energy Funding
- 0% Interest Financing Programs
- Private Sector Funding
- Self-Generation Incentive Program (SGIP)
- Federal Renewable Fuel Standard Program
- Low Carbon Fuel Standard Credits (LCFS)
- California Dept. of Resources Recycling & Recovery (CalRecycle)
- Drinking Water & Wastewater Program
- Strategic Growth Council's (SGC)
- Community Resilience Centers (CRC)
- State of California Programs
- Public Private Partnerships

Additional details regarding potential funding source options as well as Climatec's expertise in this area are included in **Tab 5: Funding Sources**.

We recognize the City of Imperial's current commitment to balancing essential services while addressing long-standing infrastructure needs. Our approach is designed to maximize available grants, rebates, and operational savings opportunities, delivering essential improvements without further burdening the general fund.

CORPORATE STABILITY & FINANCIAL STRENGTH



As a wholly-owned subsidiary of Bosch, Climatec is backed by an 'A' credit-rated, \$104 billion global engineering and technology company that is privately held and 94% owned by a non-profit charitable trust. Our private ownership structure

enables us to make business decisions that prioritize the best interests of our customers, rather than shareholders and corporate executives.

Many emerging or outdated energy and solar companies are often bought, sold, and restructured, resulting in unfavorable outcomes for their customers and unfulfilled promises. It's possible some firms responding to this RFP have changed their names and restructured several times. In contrast, **Climatec has maintained the same name and never transferred our energy service agreements to a third party.** As a debt-free company, we offer stability and reliability to assure long-term performance for your infrastructure's lifecycle. We pride ourselves on transparency, local decision making and a customer-centric approach that allows us to be flexible when it comes to tailoring a program to meet our customer's needs.



Robert Bosch founded the "Workshop for Precision Mechanics and Electrical Engineering" in 1886.



I HAVE ALWAYS ACTED ACCORDING TO THE PRINCIPLE THAT 'I WOULD RATHER LOSE MONEY THEN TRUST.' THE INTEGRITY OF MY PROMISES, THE BELIEF IN THE VALUE OF MY PRODUCTS AND IN MY WORD OF HONOR HAVE ALWAYS HAD A HIGHER PRIORITY TO ME THAN A TRANSITORY PROFIT.

ROBERT BOSCH | INDUSTRIALIST, ENGINEER & INVENTOR. FOUNDER OF ROBERT BOSCH GMBH

LENGTH OF TIME PERFORMING SERVICES

For over 50 years, Climatec has delivered infrastructure modernization solutions across diverse industries, creating safer, more efficient building environments. Our expertise spans energy services, HVAC systems, and renewable energy programs, with flexible funding strategies that help customers reduce costs.

LOCATION OF CALIFORNIA OFFICES

Climatec's nearest regional office is located in San Diego at 13715 Stowe Drive Poway, CA 92064

This full-service office provides comprehensive energy services for public agencies. Our team of engineers, project managers, and service technicians based in Poway are well-equipped to deliver responsive, high-quality support to the City throughout the duration of the project.

Our commitment to local presence, combined with the backing of a global organization, positions Climatec to provide both the personalized service of a local firm and the extensive resources of a national provider.



B. FINANCIAL CAPACITY & CAPABILITY TO PERFORM

Climatec's financial stability and corporate backing of Bosch provides long-term performance assurance along with unlimited bonding capacity to accommodate projects of any size. Bosch is a leading global supplier of technology and services, employing 429,000 associates worldwide in four key business sectors: Mobility, Industrial Technology, Consumer Goods, and Energy and Building Technology. Universal trends such as automation, electrification, digitalization, and connectivity, as well as an orientation to sustainability, are increasingly determining our business operations. In this context, Bosch's broad footprint as a global and diversified technology company strengthens our offerings and inventiveness to sustain municipal infrastructure and support 21st century environments.

Please review the annual report and facts & figures on our financial capacity here:

www.bosch.com/company/annual-report/

www.bosch.com/company/facts-and-figures/

C. MANAGEMENT STRUCTURE & ORGANIZATIONAL CHART

MANAGEMENT STRUCTURE

Climatec operates as a Limited Liability Corporation (LLC). All legal filings, bonding, insurance, licenses, and permits are maintained under our full legal name, Climatec LLC. Steve Siverson, Vice President of Energy Services, serves as the executive lead for this project and reports directly to our parent company, Bosch.

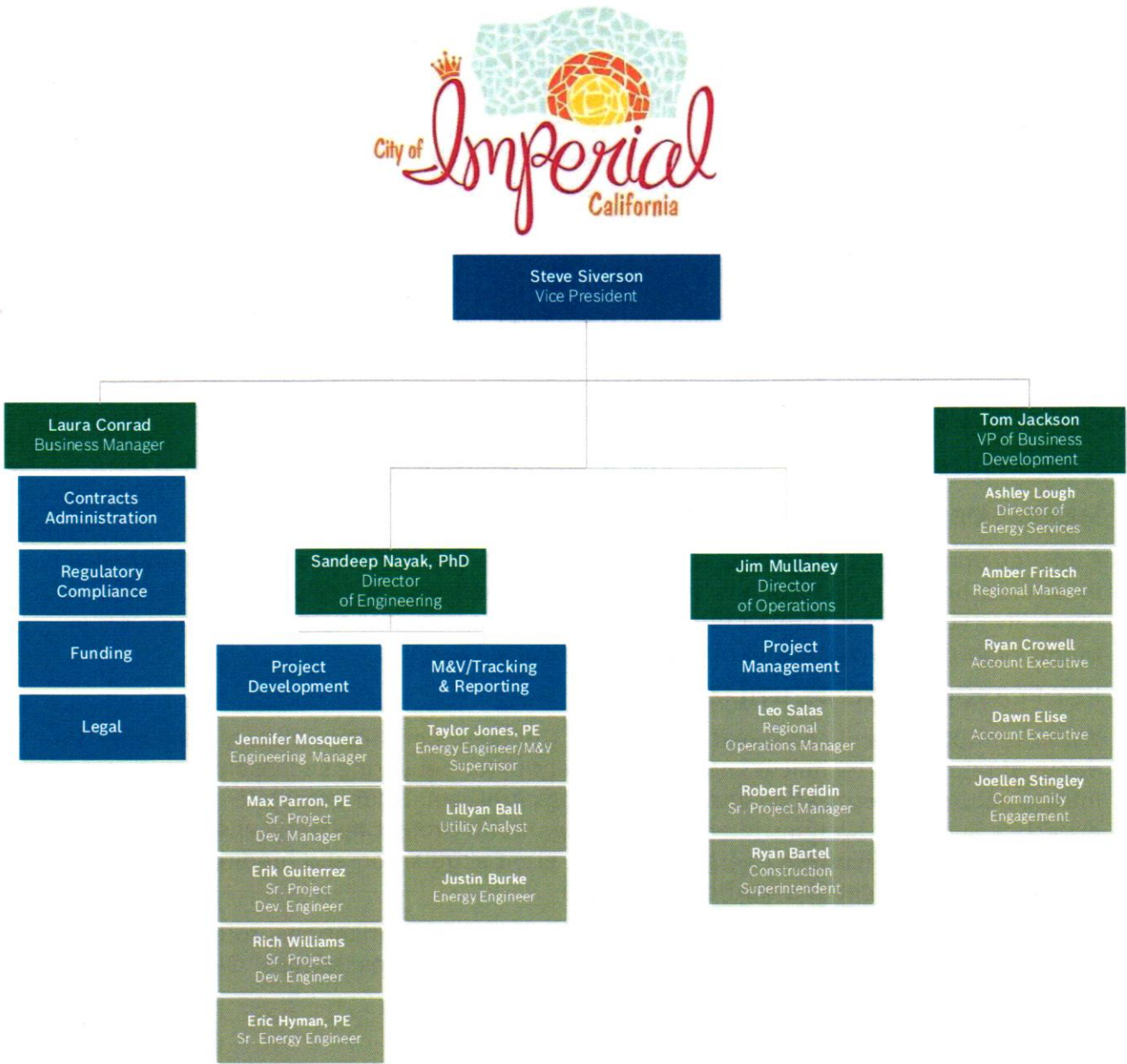
KEY PERSONNEL TO BE UTILIZED

With over 400 years of combined experience, Climatec's multidisciplinary team brings a depth of talent and technical knowledge essential for delivering successful, cost-effective infrastructure modernization and utility savings programs. Our personnel possess deep expertise in master systems integration, design-build project delivery, energy engineering, sustainable and renewable energy solutions, grant acquisition and funding strategy, and ongoing measurement and verification (M&V).

Each team member has been selected for their specific qualifications, role alignment, and ability to meet the City's performance and accountability expectations. Our staff includes in-house professionals credentialed in the following areas:

- Professional Engineers (PE)
- LEED-Accredited Professionals (LEED AP)
- Certified Energy Managers (CEM)
- Mechanical Engineers & Engineers in Training (EITs)
- Certified Measurement & Verification Professionals (CMVP)
- Certified Project Managers

ORGANIZATIONAL CHART



PARTNERSHIP WITH CLIMATEC HAS BEEN GREAT. BECAUSE AS A PRIVATE COMPANY, THEY DO MOVE FAST, PIVOT QUICKLY AND ARE VERY RESPONSIVE.

SCOTT OCHOA, CITY MANAGER | CITY OF ONTARIO

RESUMES



TOM JACKSON | VICE PRESIDENT OF BUSINESS DEVELOPMENT

As Climatec's Vice President of Business Development, Mr. Jackson oversees sales and operations for California's energy services business, providing strategic direction and managing key partnerships. He will serve as the executive contact for the project, ensuring best value pricing and fair agreements.

With extensive experience in domestic and international sales, marketing, and finance, Mr. Jackson has held leadership roles at Honeywell International and Motorola Broadband. He also serves on the Industry Advisory Council for UC Davis's California Lighting Technology Center and Energy Efficiency Center.



ASHLEY LOUGH | DIRECTOR OF ENERGY SERVICES

Mrs. Lough oversees California public sector market offerings for education, local government and special districts. With 16 years of experience, Mrs. Lough offers expertise in program management, stakeholder engagement, and brand building, securing over \$490 million in funding for California infrastructure revitalization.

Mrs. Lough serves as a Board of Trustees member for the California Municipal Management Foundation (CCMF) and is a recognized energy services industry expert for California public sector, K-12 advocacy, energy policy and facility funding.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Fountain Valley, and Imperial County school districts such as Brawley Union HSD, Calexico USD, Calipatria USD, Heber ESD, and Holtville USD.



AMBER FRITSCH | REGIONAL MANAGER

Mrs. Fritsch leads the California account management team for local government, K-12, higher education, and special districts. With over 13 years of experience, Mrs. Fritsch helps public agencies engage stakeholders to define the program's scope of work priorities, funding options, site plans, coordination with other projects, site operation requirements, master scheduling and implementation planning.

She is the chief interface for organizations that support the California public sector profession including: CalCities, CCMF, Contract Cities, CASH, CASBO, CSBA, ACSA, and other County Offices of Education.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Fountain Valley, and Imperial County school districts such as Brawley Union HSD, Calexico USD, Calipatria USD, Heber ESD, and Holtville USD.



RYAN CROWELL | ACCOUNT EXECUTIVE (PRIMARY CONTACT)

Mr. Crowell has over 3 years of experience, Mr. Crowell facilitates grant applications and liaises between our in-house grant team and public agencies to maximize grants and ensure compliance. He also supports Mrs. Fritsch and the operations team during project development and implementation.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, and Imperial County school district such as Brawley Union HSD, and Calexico USD, to name a few.



DAWN ELISE | ACCOUNT EXECUTIVE

Ms. Elise brings over 3 years of experience with public agencies and construction, bolstering the team's efforts towards achieving complete customer satisfaction and program success. She will provide comprehensive support to the entire team during program development and implementation.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, and Imperial County school district such as Brawley Union HSD, and Calexico USD, to name a few.



SANDEEP NAYAK, PHD | DIRECTOR OF ENGINEERING

Dr. Nayak has 18 years of experience in energy engineering including comprehensive site assessments, energy engineering, and energy savings calculations for utility rebates. Along with a PhD in Mechanical Engineering, Dr. Nayak's other accreditations include LEED AP and EIT.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Fountain Valley, and Imperial County school districts such as Brawley Union HSD, Calexico USD, Calipatria USD, Heber ESD, and Holtville USD.



MAX PARRON, PE | SENIOR PROJECT DEVELOPMENT MANAGER

Mr. Parron has over 16 years of experience in the energy auditing, commissioning, mechanical design, and construction of commercial and industrial buildings. Energy auditing experience includes on site investigations of more than two hundred buildings totaling over 10 million square feet.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Fountain Valley, and Imperial County school districts such as Brawley Union HSD, Calexico USD, Calipatria USD, Heber ESD, and Holtville USD.



ERIK GUTIERREZ | SENIOR PROJECT DEVELOPMENT ENGINEER

Mr. Gutierrez brings over 10 years of mechanical engineering and energy efficiency expertise to public sector customers.

As a Senior Project Development Engineer at Climatec, he specializes in facility auditing, energy benchmarking, and managing infrastructure modernization projects across California and developing comprehensive solutions that optimize building performance while maximizing utility incentives. Working with the project development team, he leads facility assessments, data analysis, and budget management to ensure successful implementation of energy efficiency and sustainability initiatives.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Brawley Union HSD and Calexico USD to name a few.



RICH WILLIAMS | SENIOR PROJECT DEVELOPMENT ENGINEER

With over 8 years of experience, Mr. Williams excels in developing photovoltaics (PV), battery energy storage system designs, and electrical vehicle infrastructure with a focus on electrical engineering. His attention to detail ensures successful completion of various solar projects, including shade structures, carports, rooftops, and ground-mounted systems, all meeting regulatory standards. He is a leading advocate for sustainability, particularly in California's public agencies.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Jurupa Valley, Duarte, Brawley Union HSD and Calexico USD to name a few.



JIM MULLANEY | DIRECTOR OF OPERATIONS

With over 40 years of leadership experience in construction, finance and project management, Mr. Mullaney provides tremendous expertise in delivering customer tailored solutions for effective project implementation. Previous leadership roles have included Project Management Director, COO, CFO and General Manager for several major corporations, serving performance contracting, HVAC products and services, construction, and building services industries.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Fountain Valley, and Imperial County school districts such as Brawley Union HSD, Calexico USD, Calipatria USD, Heber ESD, and Holtville USD.



LEO SALAS | REGIONAL OPERATIONS MANAGER

Mr. Salas brings over 24 years of experience in construction and project management, specializing in comprehensive energy efficiency projects across California. His background in HVAC, building automation, lighting, and xeriscaping providing unique insights into saving energy, conserving water, and reducing carbon footprints. His hands-on coordination and customer liaison skills, and ability to recommend specifications ensure successful outcomes and high satisfaction.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Fountain Valley, and Imperial County school districts such as Brawley Union HSD, Calexico USD, Calipatria USD, Heber ESD, and Holtville USD.



ROBERT FREIDIN | SENIOR PROJECT MANAGER

Mr. Freidin brings over 12 years of experience implementing infrastructure modernization and utility savings programs across the State of California as a Senior Project Manager. He oversees all aspects of project delivery from initial planning through final implementation. His comprehensive management approach includes coordinating with subcontractors, managing budgets, ensuring safety compliance, and maintaining rigorous quality control standards.

Mr. Freidin has established himself as a trusted leader in implementing diverse energy savings solutions, including high-efficiency HVAC systems, building automation, LED lighting modernization, and renewable energy projects.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Brawley Union HSD, Calexico USD and Lakeside Union SD to name a few.



JENNIFER MOSQUERA | ENGINEERING MANAGER

As Engineering Manager, Ms. Mosquera leads engineering efforts for Climatec's infrastructure modernization and sustainability programs across California. She works closely with operations teams and City staff to ensure compliant, on-time, and cost-effective project delivery.

With over 11 years of experience and \$600 million in energy project oversight, while bringing technical and regulatory expertise. Ms. Mosquera holds a master's in mechanical engineering with a focus on energy and is fluent in Spanish.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Fountain Valley, and Imperial County school districts such as Brawley Union HSD, Calexico USD, Calipatria USD, Heber ESD, and Holtville USD.



JOELLEN STINGLEY | CLIMATEC COMMUNITY CONNECT ADVOCATE

With over 19 years of experience, Mrs. Stingley brings exceptional expertise in the energy, climate, and environmental sectors. She coordinates events, manages press communications, and develops sustainability content, while also supporting website development and presentation design. Her work not only highlights organizational achievements but also fosters meaningful community engagement, effectively, connecting innovative solutions with a shared commitment to sustainability.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, and Imperial County school districts such as Calexico USD and Lakeside Union SD.



LAURA CONRAD | BUSINESS MANAGER

As Climatec's Business Manager, Laura Conrad brings extensive legal expertise in managing complex agreements and regulatory oversight for energy efficiency and sustainability programs. She leads all aspects of contract development, negotiation, and risk management, while ensuring strict adherence to quality control and compliance standards.

Mrs. Conrad's background includes leadership roles in private practice and corporate law, with a particular focus on business law and regulatory compliance. As an experienced corporate attorney, she offers a comprehensive understanding of contract law, business regulations, and environmental legislation—contributing to successful outcomes in public sector energy infrastructure projects.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Brawley Union HSD, Calexico USD and dozens of other public agencies across California.



TAB 2: LITIGATION DISCLOSURE

Climatec has never had any previous or current involvement as a party in any formal litigation, arbitration or mediation associated with implementation or savings performance on an energy savings contract or specifically related to an Investment Grade Audit (IGA) agreement in the last (7) seven years. Climatec has never changed names nor transferred our energy service agreements to another party.



TAB 3: REFERENCES

Climatec has delivered over \$1.25 billion in energy efficiency and sustainability programs for public sector agencies in education and local government. **Regularly, Climatec is invited back for several phases with the same customer.** Rather than the traditional "get in, get out" approach, Climatec's philosophy is built on trust and building long-term private-public partnerships.

After a successful initial phase, our customers often choose to pursue a multi-phase strategy for addressing infrastructure needs through a long-range master plan. This approach provides continuity, allowing the project team to leverage their familiarity with the City's infrastructure priorities, and operational procedures—ensuring each subsequent phase is aligned with the City's goals and culture.

Climatec is pleased to share five project histories that showcase our design-build approach to modernizing energy and water infrastructure for California public agencies. These examples reflect our full-scope capabilities, from investment-grade audits to implementation and ongoing measurement and verification.

Of these project histories, the City of Ontario and Calxico USD meet the RFP's requirement of two years of verified energy savings. To illustrate this performance, copies of the actual M&V reports for the City of Ontario and Calxico USD are provided in the **Appendix**.

”

I HAVE SUGGESTED THIS TO EVERY CITY WHO HASN'T MADE ANY CHANGES YET: START SMALL, IDENTIFY EVERYTHING YOU AND YOUR COMMUNITY WANTS TO DO AND THEN START WITH THE LOW HANGING FRUIT. THE SAVINGS WILL IMMENSELY HELP YOU FUND FUTURE SUSTAINABILITY PROJECTS

CHERYL BROTHERS, MAYOR | CITY OF FOUNTAIN VALLEY

CITY OF SANTA CLARITA



Start/Completion Dates

November 2022 – Present

Primary Contact

Ken Striplin | (661) 255-4905

Project Size

\$35.1 Million

Total Project Savings

\$46.5 Million

Funding Sources

Inflation Reduction Act (IRA), Green Energy Bonds, CIP Capital Funds, CEC Loan Funding, EECBG Federal Grant & SCE Utility Incentives

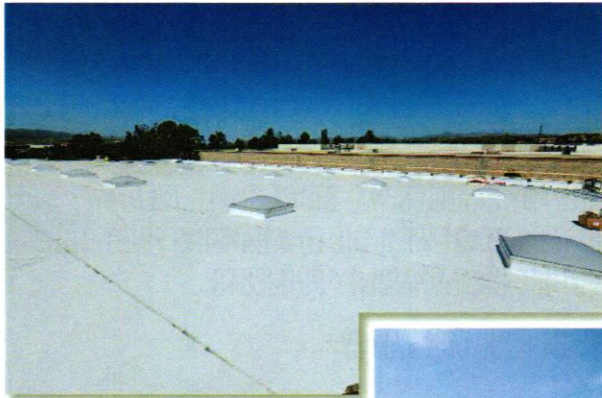
Services & Equipment Provided

- Solar rooftop & parking structures
- Smart irrigation control system
- High efficiency HVAC modernizations
- Ventilation & filtration improvements
- Interior & exterior LED lighting modernizations
- Occupancy sensors/dimming control
- Sports field lighting & controls
- Building automation systems (BAS)
- Building envelope modernizations
- Solar thermal water heating
- Roof replacement & new insulation
- Battery energy storage system (BESS)
- High efficiency transformers
- Solar control & security window film
- High efficiency pool water heaters
- Ice rink refrigeration modernization
- Community outreach & engagement program

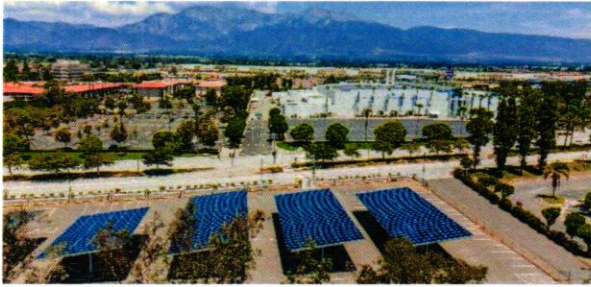
Climatec Community Connect (C3) Outreach

- Press Release: [Energy Program Approval](#)
- Public Outreach: [Santa Clarita's Green Revolution](#)

NEW & RENEWED INFRASTRUCTURE



CITY OF ONTARIO



Start/Completion Dates

July 2020 – April 2025

Primary Contact

Tito Haes | (909) 395-2800

Project Size

\$34 Million

Total Project Savings

\$75 Million

Funding Sources

Inflation Reduction Act (IRA), Utility Incentives, Self Generation Incentive Program (SGIP), CEC ECAA 1% Funding & Private Sector Funding

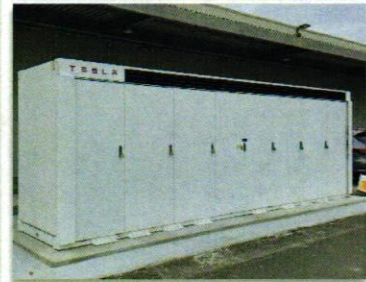
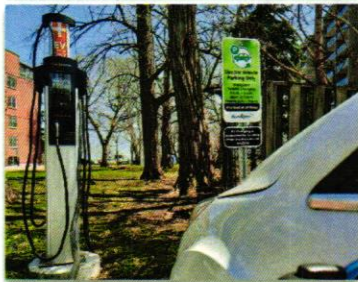
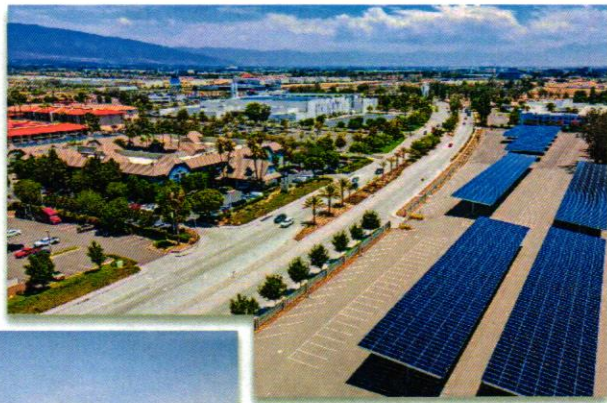
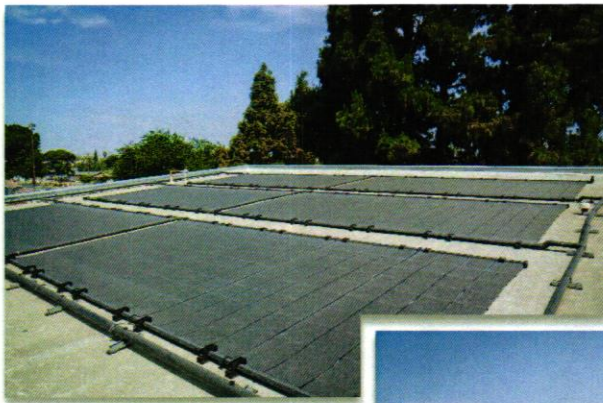
Services & Equipment Provided

- New 1.1MW solar array
- Battery energy storage system (BESS)
- New high efficiency heating & cooling modernizations
- Interior & exterior LED lighting modernization
- LED dimming control /occupancy sensors
- Citywide LED Streetlight conversion
- Streetlight monitoring & dimming controls
- Electric vehicle (EV) charging stations
- New building automation system (BAS)
- Smart City technology
- City employee system training
- Measurement & verification services
- Community outreach & engagement program

Climatec Community Connect (C3) Outreach

- Sustainability Website: [Smart Ontario CA](#)
- Press Releases: [Smart Ontario News](#)

NEW & RENEWED INFRASTRUCTURE



CITY OF SAN LEANDRO (3 PHASES)



Start/Completion Dates

June 2016 – Present (3 phases)

Primary Contact

Janelle Cameron | (510) 577-3390

Project Size

\$23.1 Million (3 phases)

Total Project Savings

\$37.3 Million (3 phases)

Funding Sources

Low-Interest Municipal Lease, Utility Incentives, \$2M CEC Grant, City Capital, Federal Renewable Fuel Standard Program, Self-Generation Incentive Program (SGIP), Low Carbon Fuel Standard (LCFS) & sale of Renewable Natural Gas (RNG)

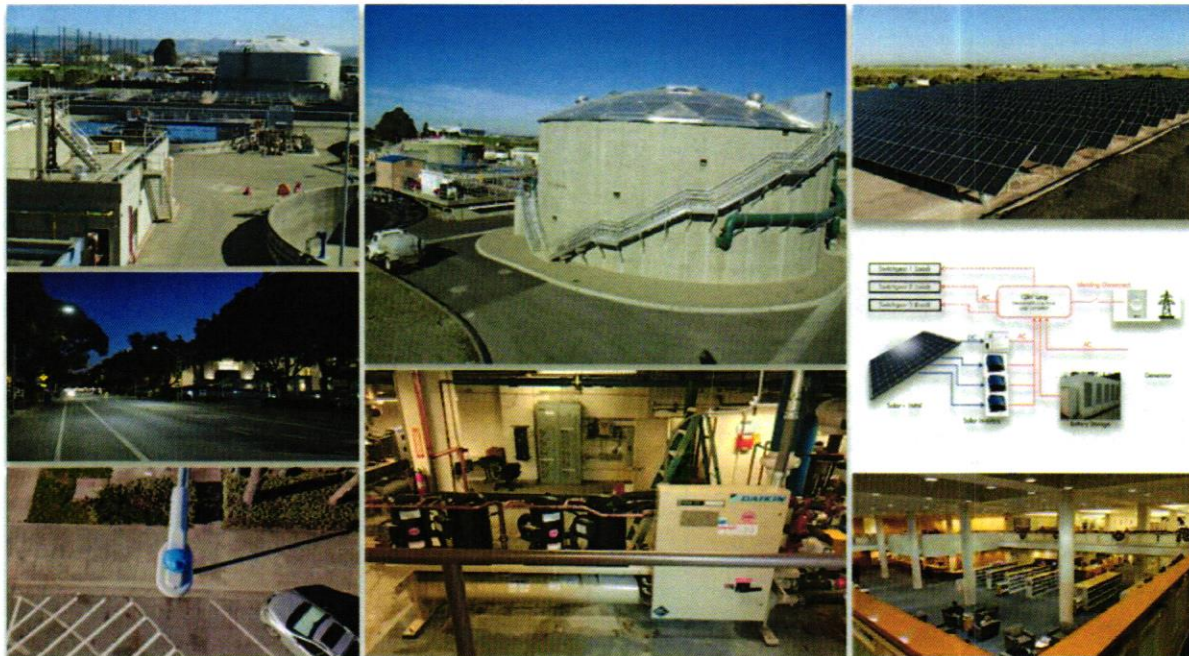
Services & Equipment Provided

- Biogas to renewable natural gas (RNG) system
- High strength waste (HSW) receiving facility.
- Digester mixing system enhancement
- High efficiency heat loop pump enhancement
- High efficiency turbo blower system improvements
- 1 MW solar array at WPCP
- Battery energy storage system (BESS)
- Smart irrigation control system
- High efficiency HVAC modernizations
- Interior/exterior LED lighting modernization
- LED dimming control/occupancy sensors
- Citywide LED Streetlight conversion
- Streetlight monitoring & dimming controls
- Building automation system (BAS)
- Microgrid system & controls
- Smart City technology – wireless mesh network system
- Community outreach & engagement program

Climatec Community Connect (C3) Outreach

– Case Study: [City Council Testimonial](#)

NEW & RENEWED INFRASTRUCTURE



CALEXICO UNIFIED SCHOOL DISTRICT (2 PHASES)



Start/Completion Dates

March 2017 – Present (2 Phases)

Primary Contact

Jeremy Nielsen | (760) 550-3373

Project Size

\$40 Million (2 phases)

Total Project Savings

\$68.7 Million (2 phases)

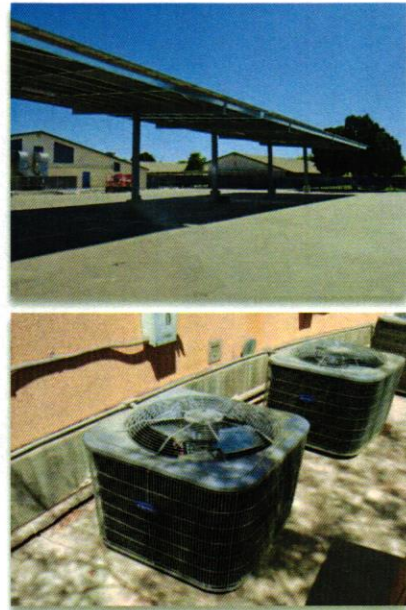
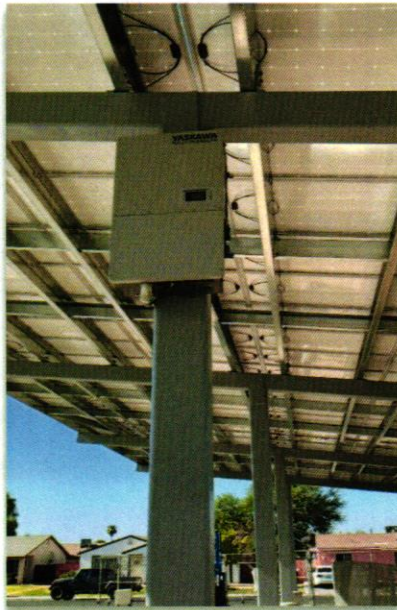
Funding Sources

State Grant Funds (Prop 39), Private Sector Funding, Utility Incentives, ICAPCD AB 617 EV / Solar Grant, CalSHAPE Grant, IRA Solar Investment Tax Credit (ITC), IRA Low-Income Bonus Solar Entitlement, ICAPCD AB 617 Paving Grant (Phase III), ZESBi & Other EV Grants

Services & Equipment Provided

- Solar parking & shade or dual-purpose structures
- Smart irrigation control system
- High efficiency HVAC modernizations
- Enhance ventilation & filtration
- Interior & exterior LED lighting modernization
- Occupancy sensors & LED dimming control
- Electric vehicle (EV) charging stations
- Electrical upgrades
- New building automation systems (BAS)
- Retro-commission existing BAS
- CO₂ Monitoring
- Building envelope | roof replacements
- High efficiency dual pane windows
- Plug load power management
- Measurement & verification services
- Community outreach & engagement services

NEW & RENEWED INFRASTRUCTURE



BRAWLEY UNION HIGH SCHOOL DISTRICT



Start/Completion Dates

November 2022 – Present

Primary Contact

Simon Canalez | (760) 554-1121

Project Size

\$5.5 Million

Total Project Savings

\$6 Million

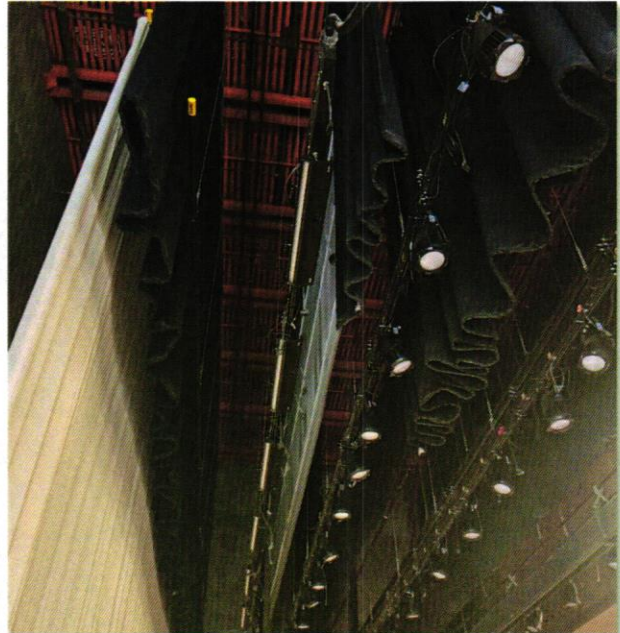
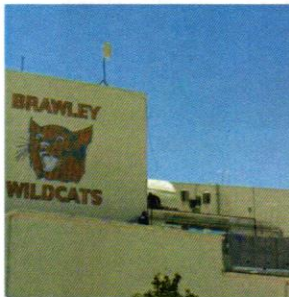
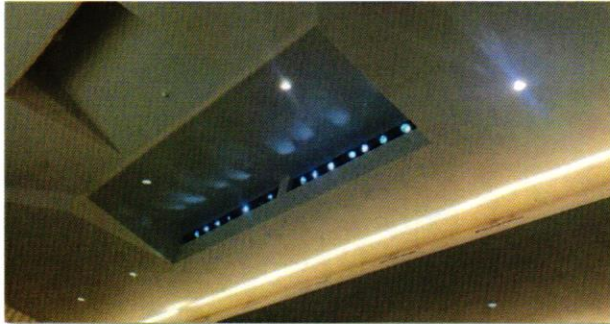
Funding Sources

Federal Stimulus, General Fund
Reserves, Arts & Music Block Grant

Services & Equipment Provided

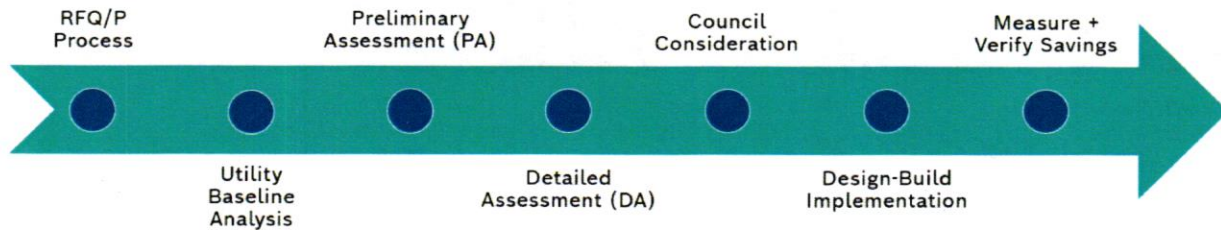
- High efficiency HVAC modernizations
- Complete HVAC redesign
- Electrical upgrades
- Interior & exterior LED lighting modernizations
- Customized LED stage lighting, sound system & control system at auditorium
- New building automation systems (BAS)

NEW & RENEWED INFRASTRUCTURE



TAB 4: PROJECT APPROACH

Climatec's streamlined project approach for a comprehensive infrastructure modernization and utility savings program aligns with the City of Imperial's goals and the scope of work detailed in the RFP. In this section, we outline a step-by-step process that will ensure successful outcomes at each project milestone.



A. APPROACH TO SITE ASSESSMENT & INFRASTRUCTURE IMPROVEMENTS

PRELIMINARY ASSESSMENT (PA)

Climatec will complete a comprehensive preliminary assessment (PA) for no cost obligation to the City. As part of the PA process, Climatec will conduct a Citywide facility assessment identifying potential energy efficiency improvement projects. Our team prioritizes cost-saving solutions that protect Imperial's infrastructure investments without burdening operational budgets. By leveraging external funding and delivering long-term utility savings, we help the City preserve essential services while avoiding the costly consequences of deferred maintenance, ensuring CIP dollars work as intended.

In close collaboration with staff, Climatec will develop a preliminary scope of work and engage stakeholders to assess which projects are feasible and desirable. The PA deliverables will include a scope of work matrix, sample solar layouts, a preliminary turn-key price, estimated lifecycle savings, eligible funding source options, and example cash flow scenarios. After refining the PA deliverables with the City, a study session will be scheduled to share information with the City Council.

SITE ASSESSMENTS

1. Kickoff meeting to establish City needs & priorities with key stakeholders
2. Establish a weekly or bi-weekly meeting cadence
3. Review relevant background material
4. Analyze site maps, utility consumption & operating expenditures
5. Conduct engineering site assessments to evaluate all utility infrastructure
6. Catalog infrastructure data
7. Re-validate infrastructure priorities with staff
8. Prepare a summary of site assessment findings
9. Prepare layouts for proposed renewable energy measures
10. Define funding parameters & funding source options

IDENTIFYING INFRASTRUCTURE IMPROVEMENTS

Climatec's comprehensive scope of services encompasses a wide range of efficiency improvements, sustainability measures, and smart building technologies including:

WATER SYSTEMS & MANAGEMENT	RENEWABLES + POWER RESILIENCY	HEATING & COOLING SYSTEMS (HVAC) + BUILDING AUTOMATION SYSTEMS (BAS) + LIGHTING
■ Pumping Optimization ■ Water Meters ■ AML - Advanced Metering Infrastructure ■ AMR – Advanced Meter Reading ■ SCADA Optimization ■ Desalinization ■ Groundwater Injection ■ Manhole Covers ■ Utility Billing Software (UBS) ■ Revenue Recovery Analysis ■ Smart Irrigation System & Controls ■ Rainwater/Stormwater Storage & Reuse ■ Building Water Conservation	■ Solar PV Structures – Outdoor Learning – Lunch/Dining – Parking – Rooftop – Ground ■ Solar Thermal ■ Battery Storage ■ Energy Generation ■ Electric Vehicle (EV) Charging Infrastructure ■ Microgrid ■ Backup Power Generators ■ Biogas Cogeneration	■ Central Plants ■ HVAC Equipment ■ Variable Frequency Drives ■ Demand Control Ventilation ■ Piping System Retrofits ■ Air Handling Retrofits ■ Variable Refrigerant Flow HVAC Systems ■ New BAS Installations ■ Integrate Existing BAS ■ Optimize/Expand BAS ■ BAS Occupancy Control ■ BAS Energy Dashboard ■ Interior & Exterior LED Lighting ■ Smart Park & Security LED Lighting ■ Sports Field Lighting ■ Day Light Harvesting ■ Occupancy Sensors ■ Lighting Control ■ Street Light LED Conversion/Controls
BUILDING ENVELOPE	OTHER INNOVATIVE SOLUTIONS	COMMUNITY OUTREACH
■ Dual Pane Windows ■ Door Systems ■ Roofing Systems ■ Wall Installation ■ Weatherstripping ■ Window Security Film ■ Solar Control Film	■ Smart City Technology ■ Street Light Controls ■ CCTV Security Systems ■ Intrusion Security System ■ Wildfire Detection Technology ■ GHG Reduction Dashboards ■ Public Wi-Fi ■ Parking Systems ■ Fire Alarm System ■ Oil Recycling Programs ■ Ice Production & Management	■ Climatec Community Connect (C3) ■ STEM Learning ■ Assemblies & Field Trips ■ CTE Curriculum ■ Community Awareness ■ Press Releases ■ Sustainability Websites ■ Groundbreaking Events ■ Construction Signage ■ Flip-the-Switch Ceremonies ■ Economic Development ■ Energy Kiosks

PROJECT DEVELOPMENT

1. Conduct preliminary engineering for infrastructure modernizations
2. Conduct preliminary engineering for renewable energy & power resiliency
3. Prepare scope of work matrix by location & measure
4. Conduct scope verification meeting to refine priorities with staff
5. Conduct preliminary financial engineering for desired scope
6. Provide preliminary not-to-exceed price, funding options & example funding scenarios for review by key stakeholders
7. Prepare study session presentation & staff reports to inform City Cabinet & Council
8. Conduct Council study session
9. Revise preliminary scope & funding options according to stakeholder input
10. Confirm implementation by Climatec & set target date for Council action

DETAILED ASSESSMENT (DA)

After the City deliberates and provides direction on the PA deliverables, a detailed assessment (DA) is required to finalize the program pricing, savings, detailed scope of work and technical specifications. Climatec will provide the DA scope of services for no cost obligation to the City subject to: 1) staff and Council confirming the program it wishes to implement with Climatec, and 2) confirmation of a target action date for Council consideration.

At the DA stage, Climatec will provide backup analysis, breakouts, and other data required for staff's due diligence to make a recommendation to the Council. Detailed financial analysis will also be provided for the City's finance and leadership team to solidify the funding plan and pursue third-party financing, if applicable.

DA services and deliverables shall include (in sequence) but not limited to:

1. Conduct in-depth engineering site assessments to finalize project scope
2. Finalize location, sizing requirements & other related infrastructure modernizations required to implement desired measures
3. Evaluate & communicate project permitting requirements
4. Update scope matrix with final scope & prepare summary of revisions
5. Perform detailed engineering to finalize project scope & financials
6. Prepare draft schedule of key milestones & implementation plan overview
7. Provide DA report to reflect final DA scope of work & selected funding options
8. Draft agreement for project implementation for legal review
9. Assist staff with due diligence & stakeholder engagement
10. Present final DA & action item for Council consideration

B. APPROACH TO MANAGING PROJECT IMPLEMENTATION & PROCEDURES FOR MINIMIZING OCCUPANT DISRUPTIONS

PROGRAM IMPLEMENTATION

Climatec's implementation scope includes all aspects of final design, engineering, permitting, procurement, installation, training, warranty, and insurance related to the agreed-upon program. Upon award, we will coordinate a kick-off meeting with City staff to establish a construction management framework and mobilization plan.

We will complete all final design elements, such as land surveys, geotechnical studies, and construction drawings, required for submittals and permit approvals. All engineered documents will be submitted for the City's technical review and approval prior to construction.

A detailed implementation plan and construction schedule will be finalized in collaboration with various City departments, outlining key milestones such as design completion, subcontract issuance, site prep, and post-construction activities. To ensure transparency and accountability, Climatec will host regular progress meetings with City staff throughout the process.

Our project manager and on-site implementation team will work closely with City personnel to ensure quality execution, minimal disruption, and seamless integration with ongoing City operations. Our priority is to deliver a program that is on time, within budget, and with minimal disruption to City operations.



PERFORMANCE PHASE

When construction is complete, the scope measures will enter the performance phase. Climatec will then work toward our next set of milestones:

- Final sign off & approval by commissioning agent
- Walk-through & punch list report with the commission agent & the City
- Sign off by City of the final acceptance of improvements
- Agreement on the frequency of measurement & verification to be performed
- Agreement on the savings guarantee
- City staff training

INITIAL & ONGOING COMMISSIONING

With technology that continuously logs and monitors system activity, Climatec can stay tapped into performance during periods of normal use, and unforeseen conditions or use patterns. If Climatec identifies an opportunity to further optimize performance, Climatec will consult the commissioning team and make agreed-upon modifications.

Climatec provides extensive professional training on all new systems and procedures for City staff. Then, we turn over all relevant documents, including industry standard As-Builts, revised AutoCAD site drawings, other specific drawings, materials-used inventories, manufacturer data sheets, and maintenance guidelines.

With these assets in hand, our customers are equipped to not only understand their modernizations but also maintain and expand upon them in future pursuits to further optimize operations and drive additional operating savings.

C. STEPS TAKEN DURING & AFTER THE TURNOVER PROCESS TO ENSURE SUCCESSFUL PROJECT IMPLEMENTATION

As illustrated in our project approach, Climatec works very closely with the City throughout the entire project implementation process ensuring successful delivery. Once construction is complete, we will ensure successful project turnover by conducting the closeout and commissioning procedures outlined in the Performance Phase above.

MEASUREMENT AND VERIFICATION (M&V)

After implementation, Climatec's M&V department proactively verifies the performance of newly installed systems by monitoring real-time utility data. Climatec's M&V department provides 24/7 monitoring for HVAC, BAS, solar operation and utility consumption.

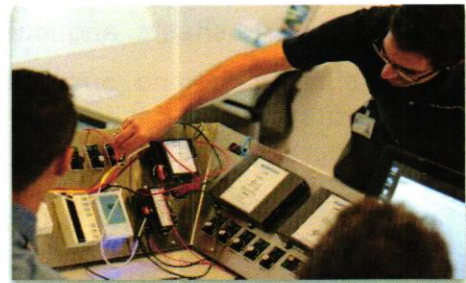
If savings or equipment is not performing as intended, our team will notify the City and take corrective steps proactively. By providing continuous monitoring of mechanical equipment schedules and building operation, our team of energy engineers work with customers to ensure the attainment of energy savings goals. Our energy engineering team collaborates with City staff to provide regular operational updates.

D. TRAINING PROGRAMS AVAILABLE FOR CITY EMPLOYEES



To ensure the long-term success of infrastructure modernizations, post-project training is essential. Climatec provides comprehensive training for City staff, equipping them to maintain new systems and maximize energy savings. Training is delivered through a variety of methods, including on-site sessions, webinars, and classes at Climatec University—led by factory-authorized instructors with expertise in advanced systems.

Our curriculum covers everything from basic system operations to preventive maintenance, empowering staff to manage and sustain upgraded systems with confidence and independence. In addition to hands-on training, we provide a comprehensive documentation package tailored to the City's needs. This empowers City staff with the tools and knowledge needed to manage, maintain, and optimize their systems, laying the groundwork for continued operational improvements and future cost savings for the City of Imperial.



SMART ONTARIO IS OUR PROMISE TO FACE THESE REALITIES AND CREATE A GREEN FUTURE FOR OUR COMMUNITY TO ENJOY FOR GENERATIONS. ALONG WITH IMPROVEMENTS THAT HAVE STREAMLINED THE CITY'S MAINTENANCE AND OPERATIONS, WE'VE ALSO IMPLEMENTED TECHNOLOGIES PEOPLE CAN ENJOY FIRSTHAND.

PAUL LEON, MAYOR | CITY OF ONTARIO

TAB 5: FUNDING SOURCES

EXPERIENCE WITH FACILITATING & OBTAINING FUNDING FOR CALIFORNIA PUBLIC SECTOR



Callexico USD Clean Air Rebate

Climatec brings proven expertise in securing grants, incentives, and low-cost funding that enhance the financial viability of energy and infrastructure projects. As part of our turn-key approach, we collaborate closely with City staff to identify and pursue applicable State, Federal, utility, and private-sector opportunities, assisting with application preparation, compliance tracking, and reporting.

By integrating funding strategy early in project development, we reduce upfront costs and provide long-term relief to both the general fund and CIP allocations.

With unprecedented funding available today, Imperial has a unique opportunity to stretch capital dollars further, without incurring additional debt.

Climatec's dedicated in-house funding specialists are focused exclusively on helping California public agencies secure financial resources. Our approach enables City leaders to deliver a proactive win/win for the citizens of Imperial and the environment.

As part of our process, we will present customized funding scenarios based on successful strategies used by other California cities for similar energy and infrastructure initiatives.

POTENTIAL FUNDING SOURCES

Federal Grants & Incentives	Imperial County Air Pollution and Control District (ICAPCD)
Utility Incentives/Rebates	Clean Water State Revolving Fund
California Energy Commission (CEC)	California State Treasurer's Office
Private Sector Funding	Drinking Water & Wastewater Program
Power Purchase Agreements (PPA)	Self-Generation Incentive Program (SGIP)
Inflation Reduction Act (IRA)	Renewable Fuel Standard (RIN Credits)
State Water Control Board Grants	Low Carbon Fuel Standard Credits (LCFS)
Department of Water Resources (DWR)	CA Recycling & Recovery (CalRecycle)

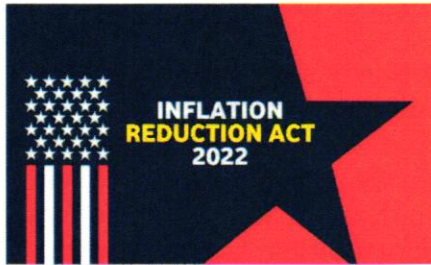


CLIMATEC HAS BEEN INSTRUMENTAL IN DEVELOPING AND FUNDING COMPREHENSIVE PROGRAMS THAT MEET OUR CITY'S NEEDS.

DEBBIE POLLART | CITY OF SAN LEANDRO

FEDERAL FUNDING

INFLATION REDUCTION ACT (IRA)



The Inflation Reduction Act (IRA) offers the City a chance to pay for clean energy initiatives with 30-40% in incentives. Passed in 2022, this legislation allocates substantial funding to support GHG reductions and carbon neutrality, primarily through increased incentives for renewable energy adoption. Historically, these incentives were exclusively available to private entities, however, **public agencies can now access Investment Tax Credit (ITC) through the “Direct Pay” program despite being exempt from federal tax.**

Given the uncertainty of federally funded programs under the new administration, like the IRA incentives, programs need to be closely monitored by the City’s selected partner who stays informed of federal funding developments and understands the nuances of these funding sources. While key provisions, like the Investment Tax Credit (ITC), remain secure without congressional action, other discretionary funding sources may be subject to change. Climatec is actively monitoring these developments to ensure the City maximizes every available opportunity while mitigating potential risks.

CALIFORNIA ENERGY COMMISSION (CEC)



Climatec actively tracks and facilitates access to low-interest (1%) California Energy Commission (CEC) loans for infrastructure modernization and utility savings programs. These funds become available on a revolving basis as previous loans are repaid, creating continuous opportunities for public agencies.

Through our direct partnership with the CEC, Climatec supports Southern California cities in securing funding for impactful infrastructure modernizations ranging from HVAC and lighting improvements to EV charging stations and battery storage. We also collaborate with the CEC on piloting new funding mechanisms and maintain strong relationships with programs such as CALeVIP, which advances EV infrastructure across the state.

As a partner to Southern California municipalities, Climatec can help your city access early, priority, and often underutilized funding opportunities, maximizing value while accelerating the City’s sustainability and resiliency goals.

PRIVATE SECTOR FUNDING

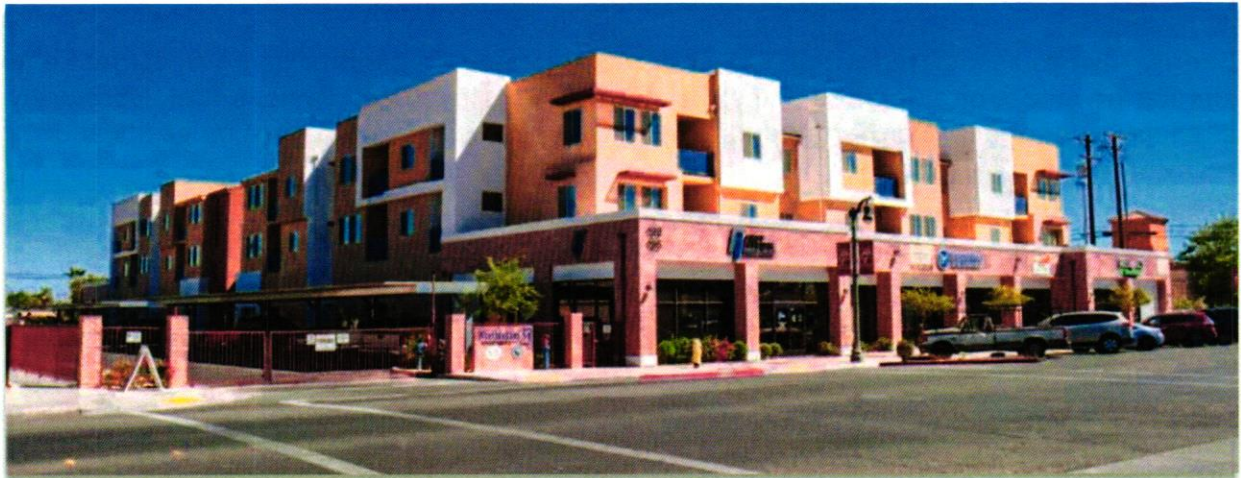
Climatec will support the City in its effort to seek municipal lease purchase financing, if desired, by providing cash flow scenarios and other desired proformas. There is an abundance of low interest, private sector funding solutions available for Imperial’s program that can be repaid through guaranteed savings. National and community banks alike, have strong appetites to provide tax exempt municipal financing solutions for public sector energy infrastructure and clean energy programs.

Climatec is not a financial advisor and thus will support the City in providing any project-related information necessary to pursue its desired funding options. We do not partner with any bank or other financing provider so the City can freely explore all options or work with a preferred financial advisor, knowing Climatec is by your side.

UTILITY PROGRAMS

Utility companies offer significant incentives to support utility savings programs for public agencies. Research from the Department of Energy shows that investing in efficiency is more cost-effective for utilities than procuring additional electricity. Climatec collaborates with utilities to identify available incentives, maximizing benefits for water/wastewater, lighting, building automation, HVAC, solar, and battery storage. Our dedicated specialists handle the entire application process, from submission, inspection to final approval, ensuring a smooth process from start to finish.

DISCLAIMER: *In accordance with SEC regulations, Climatec does not provide financial advice or serve as a municipal advisor. The City's finance team and/or municipal advisor is responsible for reviewing funding options and cash flow scenarios. The City acknowledges that Climatec is not an SEC-registered municipal advisor and has no fiduciary duty to the City.*



TAB 6: SAVINGS

A. APPROACH TO PROJECTING & PROVING UTILITY SAVINGS

When projecting and proving energy and operational savings, Climatec follows industry standard protocols for M&V. Our standards come from the U.S. Department of Energy's Efficiency Valuation Organization IPMVP Core Concepts, EVO 10000-1:2022, as well as California statute requirements and guidelines for Government Code 4217, and applicable utility programs.

To calculate, model and quantify savings associated with each proposed infrastructure improvement, we leverage state-of-the-art modeling tools, including eQuest Energy Simulation Models and short-term data logging, then calibrate against actual utility data.

B. METHODOLOGY & FORMULAS UTILIZED FOR REPORTING

As mentioned in the previous section, the IPMVP includes four Options (A, B, C & D) that are divided into two general approaches: retrofit-isolation approach and whole-building approach. Options A and B are retrofit-isolation methods, Option C is a whole-building method, and Option D can be used as either, but is typically used as a whole-building method.

It is important for the city to understand and compare each firm's approach. Each strategy becomes the basis for the guarantee on any utility savings program's return on investment. Climatec believes the most accurate way of determining and presenting achieved savings is Option C, **which measures utility savings by comparing actual utility bills before and after program implementation**. As such, Option C is the standard IPMVP savings methodology used by Climatec. Option C is the most direct of the four methods, helping customers clearly understand how savings positively impact the general fund.

HVAC & BUILDING AUTOMATION SYSTEMS (BAS)

Energy savings associated with HVAC and BAS are calculated either using an eQuest energy simulation model or a detailed, Excel-based weather bin data analysis model. Both draw on site survey feedback. Neither model is proprietary - all calculations can be easily and readily repeated.

The heating/cooling load profile is determined by utility bills, building type and outdoor air temperature. Whereas the current HVAC system's efficiency is based on age, condition, and the new equipment's efficiency per manufacturer specification.

The current HVAC system's operating schedule and heating and cooling temperature setpoints are considered to determine the baseline model. Savings calculations are based on improved equipment efficiency, optimized operating schedules and tighter heating and cooling temperature setpoints. To determine how much less electrical energy is used by HVAC upgrades, the post-retrofit energy is subtracted from the pre-retrofit energy usage.

$$((\text{Size of Existing HVAC Unit}) \times (\text{Unit Efficiency}) \times (\text{Stipulated Load Factor}) - (\text{Size of New Cooling Unit}) \times (\text{Unit Efficiency}) \times (\text{Stipulated Load Factor})) \times (\text{Annual Operating Hours}) = \text{kWh Savings}$$

ENERGY COST SAVINGS

After calculating the kWh saved, the specific facility's average cost per kilowatt hour is used to determine the energy cost savings.

$$(kWh \text{ saved}) \times (\text{average } \$/\text{kWh rate}) = \text{Total } \$ \text{ saved}$$

LIGHTING

For lighting, energy savings are determined based on lighting fixture counts, the type(s) of lighting fixture(s), the kW used per fixture and the operating hours as obtained during on-site audits or provided by the city. The electrical energy reduction for lighting upgrades is determined by subtracting the post-retrofit energy from the pre-retrofit energy usage.

$$\{[(\text{Existing watts/fixture}) \times (\text{existing quantity}) \times (\text{existing hours of operation})] - [(\text{proposed watts/fixture}) \times (\text{proposed quantity}) \times (\text{proposed hours of operation})]\} / 1000 = \text{kWh savings}$$

REPORTING OF SAVINGS

Frequency and method for reporting project savings is based on both funding source requirements and the City's specifications. Climatec will help develop and send all required annual reports for proving energy savings performance on behalf of the City as well as meet any funding source reporting requirements (i.e., state grants).

C. MONITORING SERVICES AFTER IMPLEMENTATION

To ensure ongoing performance and maximize utility savings, Climatec offers in-house remote monitoring for HVAC systems, building automation systems (BAS), and utility consumption. Our team of energy engineers provides 24/7 equipment monitoring, ensuring systems operate according to design and performance specifications. We also collaborate closely with City staff to keep them informed, engaged, and aligned with savings goals.

Unlike contractors who outsource monitoring, often adding cost and reducing efficiency, Climatec handles this function internally. This allows us to provide real-time support, assist with scheduling, troubleshoot issues, and adapt to special events without added expense.

Our proven ability to consistently meet and exceed projected savings is directly tied to this integrated approach. Climatec becomes the City's long-term partner in delivering a high-performance energy efficiency and resiliency program that continues to improve over time.

D. PROJECTS/CUSTOMERS IN WHICH GUARANTEED SAVINGS WERE NOT MET

In our 50-year history of delivering turn-key comprehensive infrastructure modernization and utility savings programs, **Climatec's customers have never experienced a shortfall on a savings guarantee.** That said, should a savings guarantee not be met in the City's program, Climatec would work directly with the City staff to find potential performance issues and take necessary steps for increasing utility savings and complying with the guarantee. This may include re-engineering portions of installed improvements or installing additional equipment at Climatec's expense. In the event we are still unable to achieve the guaranteed savings, Climatec will reimburse the City of Imperial the value of savings not achieved.



TAB 7: ADDITIONAL BENEFITS & VALUE-ADDED ELEMENTS



There are a number of additional benefits and added value elements that the City of Imperial would recognize as a result of program implementation, and several elements unique to Climatec in delivering an infrastructure modernization and utility savings program. This program will be the framework to achieve the City's energy goals and strategies.

CABINET & CITY COUNCIL ENGAGEMENT

Climatec helps City staff engage stakeholders to ensure the program is aligned at all levels. Through program development, we will support the City through authoring staff reports, memos, and website updates regularly (as desired). This process helps inform stakeholders, including City staff, City Council, and cabinet members about "what's to come."



COMMUNITY CONNECT
INFORM . INVOLVE . INSPIRE

COMMUNITY OUTREACH & ENGAGEMENT SERVICES

Climatec offers a suite of engagement initiatives to help the City tell its story and **INFORM, INVOLVE, INSPIRE** the community. Our communication services will help you tell your story and keep your stakeholders informed about the exciting changes coming to Imperial. Sharing these stories is the cornerstone for attracting economic development to local neighborhoods. The Climatec Community Connect (C3) team will work closely with City staff to design a customized

community outreach and engagement program that aligns with the City's strategic objectives and Council priorities. The C3 program is conceptualized during the initial assessment stage and implemented during and after construction.

Some of our value-added offerings include, but not limited to:

- Dedication & ribbon cutting events
- Construction signage
- Ground breakings
- Public relations efforts at each program milestone
- Staff memos, reports & Council engagement
- Social media engagement
- Quarterly newsletter updates
- Community workshops
- Bond oversight meetings
- Q&A forums
- Walking tours with local leaders & interested community members
- Case studies, brochures, posters & various presentation formats
- Applications for grants & awards from local/state/federal programs
- Dedicated web pages & custom content for Imperial



'Ontario Goes Green' Ribbon Cutting Event

ADDITIONAL BENEFITS

- Reduce rising cost pressures on the general fund & capital budgets
- Revitalize infrastructure without using general fund or capital
- Hedge against significant rate increases from utility providers
- Implement CIP priorities at today's construction prices
- Eliminate change orders, scope gaps & timeline uncertainty
- Reduce deferred maintenance liabilities
- Facility occupant comfort & safety
- Staff & operational efficiency
- Environmental stewardship
- Community outreach & engagement

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THIS PROJECT SOLIDIFIES SAN LEANDRO'S REPUTATION AS A STATEWIDE LEADER IN TAKING ACTION TO REDUCE OUR ENERGY CONSUMPTION.

PAULINE CUTTER, MAYOR | CITY OF SAN LEANDRO

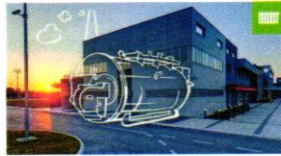
CLIMATEC COMMUNITY CONNECT (C3) IN ACTION



SMART CITY EXPERTISE & EXPERIENCE



Air Quality Monitoring



Smart Energy



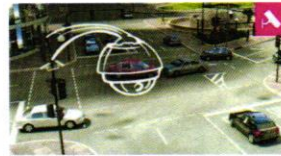
Connected Buildings



City Data Platform & Community App



Wildfire Detection



Safety & Security



Smart Parking



E-Mobility



Energy Storage Solutions



Virtual Power Plants



Public Wi-Fi



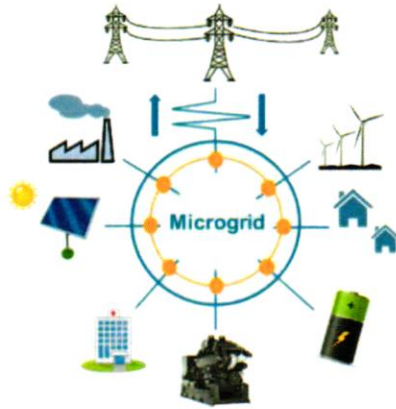
As cities face rising infrastructure demands, tightening budgets, and increasing sustainability initiatives, Smart City technologies offer a transformative path forward. Climatec brings proven expertise in integrating advanced digital infrastructure with energy, water, and facility modernization to help cities like Imperial reduce emissions, optimize performance, and enhance public services.

Through our parent company, Bosch, a global leader in IoT innovation, we deliver intelligent, cross-domain solutions that integrate building automation, renewable energy, EV charging, battery storage, and sensor networks into a unified smart ecosystem. Our programs are transforming cities like San Leandro, Ontario, and Santa Clarita, equipping municipal staff with powerful tools for efficiency, while improving livability and safety for residents.

Leveraging technologies such as intelligent lighting, real-time dashboards, GHG monitoring, and predictive analytics, we help municipalities align with Capital Improvement Plan goals and build a digital foundation for asset management plans. With Bosch's 86,000+ R&D professionals and deep expertise in IoT, Climatec ensures that we have access to the most innovative, effective, and sustainable solutions available.

POWER RESILIENCY

California municipalities are increasingly challenged by Public Safety Power Shutoffs (PSPS), planned outages used to prevent wildfires during high wind and dry conditions. While effective for fire prevention, PSPS events disrupt essential operations across many public agencies. As a result, cities are actively exploring power resiliency solutions, including microgrids, to ensure critical facilities remain operational during outages.



Recent state legislation has made additional funding available to support the planning and implementation of these technologies. As part of our comprehensive Citywide assessment, Climatec will work with City staff to identify priority infrastructure such as the wastewater treatment plant, well pumps, communications systems, and emergency response facilities, that would benefit from enhanced resiliency.

We will evaluate the feasibility of microgrid solutions tailored to Imperial's needs and integrate viable funding options into the overall program. Climatec's goal is to help

the City maintain uninterrupted service and uphold the high standards its community expects and deserves.

”

OUR ENERGY INFRASTRUCTURE WILL REFLECT BURLINGAME SCHOOL DISTRICT'S VISION AND MISSION. BUILDING RESILIENT FACILITIES WITH EFFICIENT, RENEWABLE ENERGY STANDARDS PROMOTES ENVIRONMENTAL STEWARDSHIP FOR OUR COMMUNITY AND ENCOURAGES OUR PROBLEM-SOLVERS TO PREPARE FOR THEIR FUTURE.

MARLA SILVERSMITH, SUPERINTENDENT | BURLINGAME SD

TAB 8: CONTRACTS, PRICING & FORMS

SAMPLE CONTRACTS

Climatec does not require an Investment-Grade Audit (IGA) agreement; hence a sample is not included. However, this section contains sample contracts for project installation and measurement and verification (M&V) services, including all applicable terms and conditions.

PRICING & FORMS

The required Pricing Proposal and Acknowledgement Form are included on the following pages:



INSTALLATION AGREEMENT FOR

TERMS AND CONDITIONS

ATTACHMENTS

- Attachment "A" – Scope of Work**
- Attachment "B" – Lighting Summary**
- Attachment "C" – Mechanical Inventory**
- Attachment "D" – Solar Installation**
- Attachment "E" – Technical Appendix**

INSTALLATION AGREEMENT

This Installation Agreement ("Agreement") entered into as of _____ ("Effective Date") is made by and between:

("Purchaser") with its principal place of business at

and

Climatec LLC

With its principal place of business at
2150 Towne Centre Place, Suite 200
Anaheim, CA 92805

Purchaser and Climatec LLC agree as follows:

1. **INSTALLATION.** Climatec LLC shall provide Purchaser with an Energy Infrastructure Modernization Program, as identified in **Attachment(s) A, B, C, D, and E** (the "Work"), and incorporated herein by reference at the total fixed price of _____ including required taxes and performance bond.

Prices quoted are firm for the agreed upon Work, **except** for any cost **increase** or decrease due to tariffs imposed or lifted after the effective date of the agreement. Prices may be adjusted to **reflect** the increase or decrease in cost of tariffs after the date of execution.

Climatec LLC is responsible for the design, engineering, permits, fees, approvals, project management, installation, startup, training, checkout, warranty, and insurance specifically associated with the Work to be performed. Climatec LLC is not responsible for any equipment, systems, controls, comfort problems, balancing, duct cleaning, existing deficient conditions, etc. not specifically included in this Agreement. Climatec LLC will provide submittals and engineered drawings (if required), for Purchaser's technical review and written approval, prior to initiating construction. All construction and associated cleanup shall be performed and scheduled to minimize any disruption with any ongoing Purchaser activities. Climatec LLC requires all underground conduits between buildings to be clear of obstruction, of sufficient size to accommodate new wire and cable, and easily accessible. The Purchaser is responsible for Ethernet drops at each location for Energy Management System communication. This proposal offer is valid until _____.

2. **SCOPE OF WORK.** Once this Agreement is executed by the Purchaser and Climatec LLC, Climatec LLC may not revise the Agreement in any way except by mutual agreement with the Purchaser. Prior to the Agreement being signed by both parties, Climatec LLC reserves the right to revise any or all portions of the Agreement.

This Agreement is based upon the use of straight time labor only unless stated otherwise in this Agreement. Purchaser agrees to provide Climatec LLC with required field utilities (electricity, toilets, drinking water, etc.) without charge. Climatec LLC agrees to keep the jobsite clean of debris arising out of its own operations. Purchaser shall not back charge Climatec LLC for any cost or expenses without Climatec LLC's written consent. Unless specifically noted in Attachment A or services undertaken by Climatec LLC under this Agreement, Climatec LLC's obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environment hazards or dangerous substances, to include but not to be limited to asbestos, PCBs, or mold discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify or alter the scope of work or services to be performed by Climatec LLC shall not operate to compel Climatec LLC to perform any work relating to hazards without Climatec LLC's express written consent.

3. **SOLAR INSTALLATION.** The Work excludes correction of concealed conditions that could not have been ascertained by general visual inspection. The Work excludes correction of any existing or previous violations of laws, codes or utility requirements and errors and omissions of the Purchaser or other contractors not communicated to Climatec LLC. Purchaser will provide all discretionary permits (permits requiring the discretion of the issuer) required in time to execute the Work within the agreed upon schedule. Climatec LLC will provide all non-discretionary, ministerial (permits not requiring thought and discretion of the issuer) permits required for the provision of the solar installation. Purchaser agrees to promptly execute and return provided Preliminary Interconnection Documentation (initial or preliminary paperwork or documentation required by the Utility for interconnection of the system to be executed by the system owner), Preliminary Rebate Documentation (documentation comprising the initial or preliminary paperwork required by the administrator of the Rebate or the Rebate to be reserved) (if applicable), and Site Owner Consent Documentation (agreement from the site owner to install system on the real property identified in the proposal) (if applicable). Scope in Attachment D will include commercially reasonable efforts to promptly obtain the PTO (Permission to Operate) from Purchaser's utility. The monitoring equipment provider will provide monitoring hosting services for the first five (5) years of operation. Purchaser warrants that they hold title to the installation site and agree to the solar installation on that site.

Terms applicable to the solar scope are as follows:

- a. Interconnection Agreement – means an agreement between the Purchaser and a particular utility involved for interconnection of the solar output to the electrical grid.
- b. Interconnection Equipment – all equipment (including wiring and conduit and metering for net metering) on the Purchaser side of the main service meter to enable proper interconnection of the solar system to the grid.

(3.1) Design – Climatec LLC shall prepare the design submittals (prepared by qualified individuals). The submittal shall be submitted to Purchaser for approval. Purchaser shall provide approvals within five (5) business days from receipt. If not received within five (5) days, the submittal may be deemed approval by Climatec LLC.

(3.2) Unforeseen Site Conditions – Within ten (10) days of discovery, Climatec LLC will notify Purchaser in writing of (a) subsurface or latent physical conditions at the site differing materially from those described in any contract or Purchaser documentation.

4. **INVOICING & PAYMENTS.** Climatec LLC may invoice the Purchaser for any equipment and/or materials installed at a job site. Purchaser agrees to pay Climatec LLC amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Climatec LLC's invoice is not paid within thirty (30) days of its issuance, it is delinquent and Climatec LLC may add one percent (1%) per month interest onto delinquent amounts.
5. **INDEPENDENT CONTRACT.** It is agreed between Purchaser and Climatec LLC that Climatec LLC shall perform the Work as an independent contractor. Climatec LLC may use subcontractors to perform work hereunder, provided Climatec LLC shall fully pay said subcontractors and in all instances remain fully responsible for (a) the proper completion of this Agreement and (b) supervising such subcontractor's work and for the quality of the work they produce.
6. **MATERIALS.** All materials shall be new, in compliance with all applicable laws and codes, and shall be covered by a manufacturer's warranty, if appropriate. If the materials or equipment included in this Agreement become temporarily or permanently unavailable, the time for performance of the Work shall be extended to the extent thereof, and in case of permanent unavailability, Climatec LLC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable substitute therefore.
7. **COMPLETION.** The Work shall be considered completed upon approval by the Purchaser, provided that the Purchaser's approval shall not be unreasonably withheld. The nature of the Work is that it consists of multiple projects and/or sites, as noted in Attachment A. Once work on a project or a site is deemed by Climatec LLC to be substantially complete (that is available for beneficial use by the Purchaser with the scope of work for that site or project functioning as required) except for minor items (a punch list), Climatec LLC will provide a Notice of Substantial Completion for

that site or project to the Purchaser. Final Completion, as previously noted, will occur once the entire scope of work is complete for all sites and projects.

8. **WARRANTY.** Climatec LLC warrants that the equipment and systems provided under this Agreement shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of beneficial use or eighteen (18) months from delivery of said equipment or systems. Within the warranty period, if Purchaser provides written notice to Climatec LLC of any such defects within thirty (30) days after the appearance or discovery of such defect, Climatec LLC shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment shall be borne by Purchaser, unless otherwise provided for in manufacturer warranties. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. All transferrable manufacturer warranties associated with the equipment will be transferred to the Purchaser. These warranties are in lieu of all other warranties, expressed or implied, including but not limited to those of merchantability and fitness for a specific purpose.
9. **LIABILITY.** Neither party shall be liable to the other for any special, indirect, or consequential damages arising in any manner from the equipment, material, or systems furnished or the work performed pursuant to this Agreement.
10. **TAXES.** The price of this Agreement includes duties, sale, use, excise, or other similar taxes required by federal, state, or local laws in effect at the time of the Effective Date.
11. **DELAYS.** Climatec LLC shall not be liable for any delay in the performance of the Work resulting from or attributed to acts of circumstance beyond Climatec LLC's control, including but not limited to acts of God, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, or other contractors or delays caused by suppliers or subcontractors of Climatec LLC, etc. If Purchaser delays project for greater than sixty (60) days, Climatec LLC can recover any cost inflation on un-billed materials that were either stored or yet to be purchased.
12. **REBATES, UTILITY INCENTIVES.** Unless otherwise stated in the Agreement, or cash flow analysis, any and all rebates, incentives that are earned through the course of this project from public or private utilities, municipalities, development districts or state funding, with the exception of lighting rebates, are one hundred percent (100%) the property of the Purchaser or their designee. Lighting rebates are one hundred percent (100%) the property of Climatec LLC and are used to reduce the project cost to the Purchaser. The paperwork, inspections and verification required to collect these monies (except for lighting rebates) are the sole responsibility of the Purchaser.
13. **COMPLIANCE WITH LAWS.** Climatec LLC shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the Work shall be obtained and paid for by Climatec LLC.
14. **CLIMATEC LLC'S LICENSE AND DIR REGISTRATION.** In order to perform the Work, Climatec LLC shall possess a valid, active license in the classification(s) required issued by the State of California, which shall remain valid and active throughout the project. In addition, Climatec LLC must be registered with the Department Industrial Relations ("DIR") as a public works contractor.
15. **WAGE RATES.** Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, Purchaser has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at Purchaser's office. In the event that the listed or posted rates are in error, Climatec LLC is responsible to pay those rates determined by the Director of Industrial Relations to be applicable, and Purchaser shall not be responsible for any damages arising from the error.
16. **PAYROLL RECORDS.** It is the responsibility of Climatec LLC to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.
17. **PREVAILING WAGE.** The Agreement is subject to prevailing wage monitoring and enforcement by the DIR. Climatec LLC and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Climatec LLC and all subcontractors will be required to furnish electronic certified

payroll records to the DIR on a frequency not less than monthly using the DIR's eCPR. Climatec LLC shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). Climatec LLC shall permit Purchaser, the DIR, or their designee to interview Climatec LLC's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide Purchaser, the DIR, or their designee with such access to its employees.

18. APPRENTICES. If applicable, Climatec LLC shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.

19. DISPUTES. Public Contract Code Sections 9204 and 20104 *et seq.* (collectively, the "Dispute Resolution Provisions") set forth statutory requirements applicable to contractor claims arising or resulting from public works projects (each a "Claim"). The Dispute Resolution Provisions require that each Claim be in writing, served on the public agency by registered mail or certified mail with return receipt requested, and supported by reasonable documentation of the basis for the Claim. To the extent provided in Public Contract Code Section 9204, a prime contractor may file Claims on behalf of its subcontractors of any tier. The public agency shall respond in writing to each Claim within forty-five (45) days after receiving the claim or, if approval of the response by the governing body of the public agency is required, then not later than three (3) days following the next duly publicly noticed meeting of the governing body after such forty-five (45) day period. The Dispute Resolution Provisions specify additional requirements if the public agency does not timely respond or if the claimant disputes the response. The public agency shall pay any undisputed portion of a Claim as required pursuant to the Dispute Resolution Provisions. If the contractor disputes the public agency's response to a Claim, or the public agency does not timely respond to a Claim, the contractor may submit to the public agency a written demand to meet and informally confer regarding settlement of the Claim. In such event, the public agency shall schedule such meeting to occur within thirty (30) days following receipt by the public agency of the written demand. If, following such meeting, any portion of the Claim remains in dispute, the contractor and public agency shall submit the Claim to non-binding mediation as required by the Dispute Resolution Provisions. If a Claim for three hundred seventy-five thousand dollars (\$375,000) or less remains in dispute following such mediation, and a civil action is commenced to resolve the Claim, judicial arbitration shall be required pursuant to Public Contract Code Section 20104.4.

20. CHANGE ORDER (Mid-Performance Amendments). Climatec LLC and the Purchaser recognize that:

- a. Purchaser may desire a mid-job change in the specifications or scope that would add time and cost to the specified work or inconvenience Climatec LLC.
- b. Other provisions of the Agreement may be difficult to carry out because of unforeseen events, such as material shortage or labor strikes.

If these or other events beyond the control of the parties reasonably require adjustments to this Agreement, the parties shall make a good faith attempt to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties, and added to this Agreement. Failure to reach agreement shall be deemed a dispute to be resolved as agreed in section 20 of this Agreement.

21. INSURANCE. Climatec LLC will maintain comprehensive liability and other insurance in amounts not less than those set forth below. Such insurance shall protect Climatec LLC and the Purchaser against any claims, losses, liabilities, and expenses arising from the Work, whether performed by Climatec LLC or any subcontractor of Climatec LLC. The coverage shall include:

- a. Workers Compensation and Employers' Liability Insurance - \$1,000,000 each accident; \$1,000,000 each employee/disease; and \$1,000,000 policy limit.
- b. Comprehensive or Commercial General Liability - Bodily injury liability of \$1,000,000 per occurrence and general aggregate liability of \$2,000,000 per occurrence.
- c. Comprehensive Automobile Insurance - Combined single limit of \$1,000,000 per occurrence.

If the Purchaser requires that Climatec LLC maintain any special insurance coverage, policy, amendment, or rider, the Purchaser shall pay the additional cost.

22. **INDEMNITY.** The parties hereto agree to defend, indemnify, and hold harmless each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the Work and which are caused, in whole or in part by the negligent act or omission of the indemnifying party.
23. **OCCUPATIONAL SAFETY AND HEALTH.** The parties hereto agree to notify each other immediately upon becoming aware of any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the Work.
24. **ENTIRE AGREEMENT.** This Agreement, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
25. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Climatec LLC unless accepted by Climatec LLC in writing.
26. **SEVERABILITY.** If one or more of the provisions of this Agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.
27. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile or portable document format (PDF) is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original.
28. **ASSIGNMENT.** Climatec LLC retains the right to assign its rights and obligations of this Agreement with written consent of Purchaser.
29. **ACKNOWLEDGMENT.** Both Climatec LLC and the Purchaser acknowledge having read this Agreement and all contract documents incorporated herein and have executed this Agreement on the Effective Date.
30. **APPROVAL.** Each party represents that the person that has executed this Agreement on its' behalf is authorized to do so.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement effective as of the Effective Date.

Signature

Print Name

Title

Date

Climatec LLC

Signature

Print Name

Title

Date

Attachment “A” Scope of Work

Attachment “B” Lighting Summary

Attachment “C”

Mechanical Equipment Schedule

Attachment “D” Solar Installation

Attachment “E” Technical Appendix

CLIMATEC MEASUREMENT AND VERIFICATION AGREEMENT FOR

SCOPE OF SERVICES

TERMS AND CONDITIONS

ATTACHMENTS

Attachment “A” – Guaranteed Savings Measurement & Verification

- I. Savings Guarantee
- II. Measurement & Verification Methods
- III. Selected Measurement & Verification Options
- IV. Specific Measurement & Verification Plan for Each ECM:
 - 1. Lighting System Upgrades
 - 2. HVAC System Installation
 - 3. HVAC Controls Upgrades
 - 4. Solar PV Installation

Attachment “B” – Utility Baseline Summary

Attachment “C” – Standards of Operation (HVAC & Lighting)

- I. Standards of Operation for HVAC
- II. Standards of Operation for Lighting

CLIMATEC M&V AGREEMENT

This Measurement and Verification ("M&V") Agreement ("Agreement") entered into as of _____ is made by and between:

("Purchaser")
with its principal place of business at

and

Climatec LLC
with its principal place of business at
2150 Towne Centre Place, Suite 200
Anaheim, CA 92805

This Agreement shall include the Attachment(s) listed below:

- Attachment "A" – Guaranteed Savings Measurement & Verification
- Attachment "B" – Utility Baseline Summary
- Attachment "C" – Standards of Operation (HVAC & Lighting)

SCOPE OF SERVICES

Energy Savings Measurement & Verification Service:

Climatec LLC will provide M&V services of the energy savings associated with Purchaser's energy retrofit installation, as described in Attachment A – Scope of Work, located in the associated Installation Agreement. Energy savings M&V reports ("M&V Reports") will be provided to the Purchaser on an annual basis.

Term:

This Agreement shall commence upon the completion and acceptance of the Purchaser's energy retrofit installation project and receipt of final payment for the associated Installation Agreement ("Effective Date") and shall continue for a term of _____ years. The Purchaser may terminate this Agreement at any time with a sixty (60) day written notice. However, termination of this Agreement will void any savings guarantee under this Agreement and the Installation Agreement on or after the termination date.

Charges:

This Agreement shall be billed once per year due and payable within forty-five (45) days of the Purchaser's receipt of invoice, which shall be sent thirty (30) days following the Effective Date, and the anniversary of the Effective Date in the following years. The annual Agreement charge is \$_____ for the first _____ years and escalated at _____% annually for every subsequent year thereafter. This rate does not include taxes.

TERMS AND CONDITIONS

1. General Provisions:

- 1.1 Unless stated otherwise, the services provided under this Agreement shall be provided during Climatec LLC's normal business hours. Normal business hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. inclusive, excluding holidays.
- 1.2 The Purchaser shall provide reasonable means of access to the equipment being measured or verified. Climatec LLC shall not be responsible for any removal, replacement, or refinishing of the building structure, if required to gain access to the equipment. Climatec LLC shall be permitted to start and stop all equipment necessary to perform the services herein described as arranged with the Purchaser's representative.

2. **Charges:**

- 2.1 For services not covered by this Agreement, but performed by Climatec LLC upon the Purchaser's authorization, the Purchaser agrees to pay Climatec LLC within forty-five (45) days of presentation of properly itemized invoice(s) at Climatec LLC's current rates.
- 2.2 If emergency service is requested by the Purchaser and inspection does not reveal any defect for which Climatec LLC is liable under this Agreement, the Purchaser will be charged at Climatec LLC's current emergency charge rates.

3. **Limitations of Liability:**

- 3.1 Climatec LLC shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including, but not restricted to; acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning strikes, freezes, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR BUSINESS INTERRUPTION, LOSSES, OR CONSEQUENTIAL, INDIRECT, SPECIAL OR SPECULATIVE DAMAGES
- 3.2 Climatec LLC shall not be required to make safety tests, install new devices, or make modifications to any equipment to comply with recommendations or directives of insurance companies, governmental bodies, or for other reasons.
- 3.3 Climatec LLC shall not be required to make replacements or repairs necessitated by reason of negligence, abuse, misuse, or by reason of any other cause, unless such repairs are necessitated due to the actions or inaction of Climatec LLC, or its employees, representatives, agents, consultants, or subcontractors.
- 3.4 This Agreement pre-supposes that all equipment is in satisfactory working order. Climatec LLC will inspect the equipment within sixty (60) days after the Effective Date and will advise the Purchaser of any equipment found to be in need of repair. If the Purchaser does not authorize Climatec LLC to make the repairs or if the Purchaser does not have the work performed, the equipment will be eliminated from coverage and the Agreement savings will be adjusted. Maintenance of existing equipment and systems is the responsibility of the Purchaser. Failure to properly maintain equipment and systems can result in reduced energy efficiency and may necessitate a baseline energy adjustment and annual Agreement charge will be proportionately reduced. There may be some equipment which, for reasons beyond Climatec LLC's control, cannot be inspected before this Agreement takes effect. Climatec LLC will inspect such equipment on the first visit where the equipment is available.
- 3.5 The amount of any present or future sales, use, occupancy excise, or other tax (federal, state, or local) which Climatec LLC hereafter shall be obligated to pay, either on its own behalf or on the behalf of the Purchaser or otherwise, with respect to the services covered by this Agreement, shall be paid by the Purchaser.
- 3.6 If the equipment or software included under this Agreement is altered, modified, or changed by a party other than Climatec LLC, this Agreement shall be modified to incorporate such changes and the Agreement annual charge and/or savings shall be adjusted accordingly.
- 3.7 Following twelve (12) months of service or any time thereafter, if individual item(s) cannot, in Climatec LLC's opinion, be properly repaired on-site because of excessive wear or deterioration, Climatec LLC may withdraw the item(s) from coverage upon ninety (90) days prior written notice. Energy savings may be adjusted accordingly.
- 3.8 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Miscellaneous Provisions:**

4.1 **Safety and Security:**

The services provided hereunder may occur on active Purchaser sites. As such, Climatec LLC shall ensure that its services on and around the Purchaser site comply with all applicable laws, regulations and standards including but not limited to, the fingerprinting requirements of the Education Code and any other legal requirements which may be applicable to Climatec LLC's activities on or about the Purchaser sites. While the Purchaser shall reasonably assist Climatec LLC in determining the applicable requirements, it shall be Climatec LLC's sole responsibility for determining and complying with all applicable laws, regulations, and standards.

4.2 Dispute Resolution:

- a. In the event of any dispute whatsoever between the parties, parties shall exhaust every reasonable effort to settle or dispose of the same, including a discussion of the matter between senior executives of each party.
- b. Claims between Purchaser and Climatec LLC shall first be resolved using the procedures set forth at California Public Contract Code section 9204. "Claims" are defined, pursuant to California Public Contract Code section 9204, as a separate demand by Climatec LLC for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from work done; or payment of an amount disputed by Purchaser.
- c. Upon receiving a Claim sent by registered or certified mail, Purchaser must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement between the parties. The Claim is deemed rejected in its entirety if Purchaser does not issue a response. Any payment due on an undisputed portion of the Claim must be processed within sixty (60) days after Purchaser's response. If a claimant disputes Purchaser's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a Claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in California Public Contract Code section 9204. Undisputed and unpaid Claims accrue interest at seven percent (7%) per annum. A subcontractor or lower tier subcontractor may make a Claim to the Purchaser through Climatec LLC, as specified in California Public Contract Code section 9204. However, the procedures in this section shall not supersede the requirements of the Agreement with respect to Climatec LLC's notification to Purchaser of such Claim or extend the time for the giving of such notice as provided in the Agreement.
- d. Any controversy or Claim arising out of or relative to the Agreement, or the breach thereof, not adjusted or disposed of by mutual agreement between the parties as described above, shall be first settled by mediation and then (in the absence of settlement after mediation), by arbitration under the American Arbitration Association Construction Arbitration Rules then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and arbitration decision shall be final and binding on the parties and on all parties subject to the following. Said arbitration proceedings shall be filed in the regional office of the American Arbitration Association nearest to Purchaser. All arbitrators shall be bound by the terms of the Agreement. The expenses of any arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence, and counsel.
- e. Pending a final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this Agreement.

4.3 Indemnification:

To the extent it may lawfully do so, the parties hereby indemnify, defend (with counsel of its choosing), and holds harmless the other party and its affiliates, directors, representatives, agents, officers, employees and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from any third party actions from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of or connected with an act or omission of the indemnifying party, or an agent, invitee, guest, employee, or anyone in, on or about the Purchaser sites, including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage caused by negligence, creation or maintenance of a dangerous condition of property, breach of express or implied warranty of product, defectiveness of product, or intentional infliction of harm, including any workers' compensation suits, liability, or expense, arising from or connected with services performed by, or on behalf of the, indemnifying party, by any person pursuant to this Agreement; nonpayment for labor, materials, appliances, teams, or power, performed on, or furnished or contributed to the Purchaser sites. Notwithstanding the above, neither party shall be required to defend, indemnify and hold harmless the other for its own negligent acts and omissions or willful misconduct. It is the intent of the parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each party shall bear the proportionate cost of any loss damage, expense or liability attributable to that party's negligence.

5. **Occupational Safety and Health:** The parties hereto agree to notify each other immediately upon becoming aware of any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
6. **Entire Agreement:** This Agreement, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
7. **Changes:** No change or modification of any of the terms and conditions stated herein shall be binding upon either party unless accepted by both parties in writing.
8. **Severability:** If one or more of the provisions of this Agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.
9. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile or portable document format (PDF) is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original.
10. **Assignment:** Climatec LLC retains the right to assign its rights and obligations of this Agreement only with advance written consent of Purchaser.
11. **Acknowledgment:** Both Climatec LLC and the Purchaser acknowledge having read this Agreement, and all Attachments hereto, and have executed this Agreement on the date written above.
12. **Approval:** Each party represents that the person that has executed this Agreement on its' behalf is authorized to do so.

Climatec LLC

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Attachment “A”
Guaranteed Savings Measurement & Verification

Guaranteed Savings Measurement & Verification

This document contains the energy savings measurement and verification plan ("M&V Plan") for the energy conservation measures ("ECMs") contained in the Installation Agreement. The following table summarizes the ECMs proposed.

TABLE 1.0

INSERT TABLE HERE

A specific M&V Plan is submitted for each energy conservation measure ("ECM") to provide a comprehensive overall plan for Purchaser. Each measure's M&V Plan provides:

- A description of how the savings shall be verified for each ECM.
- Selection of specific protocol for verification of savings of each ECM.
- Requirements for measurement or other means to establish the ECM savings.

Climatec LLC is responsible for the pre-retrofit measurement, energy savings calculations, equipment installation, and required post-retrofit verification as outlined herein. Purchaser agrees to operate and maintain all equipment installed. **Proper operation and maintenance of equipment and systems is critical to long-term achievement of energy savings.**

SAVINGS GUARANTEE

Climatec LLC warrants that Purchaser shall realize total energy savings, total operational savings and utility rebates ("Guaranteed Project Savings") in excess of the total project cost, during the course of the useful life of the equipment (estimated to be _____ years). The "Guarantee Period" begins on the Effective Date and continues for a term not to exceed ____ years. Climatec LLC agrees to complete the M&V Report on an annual basis and deliver to the Purchaser within sixty (60) days of the anniversary date of the Effective Date and annually thereafter. Project savings that are verified during the course of construction will be applied to the first year guaranteed project savings.

Savings Summary Table

INSERT SAVINGS SUMMARY TABLE

If the annual M&V Report demonstrates that the project will achieve one hundred percent (100%) or more of the project savings needed for the year, then Climatec LLC shall have satisfied its energy performance guarantee obligation and the Purchaser shall accept the annual M&V Report.

In the event that an annual M&V Report savings value (including any excess, unapplied savings from previous years) does not meet the Guaranteed Project Savings required to date in accordance with the M&V Plan, then Climatec LLC shall repair, replace, or substitute the ECM that is not performing at the required level, as identified in the M&V Report, and at Climatec LLC's expense. Following corrective action, Climatec LLC shall re-perform the relevant M&V work for the affected ECM(s) and amend or supplement the M&V Report. If the sum of the ECMs indicates that the Guaranteed Project Savings are met or exceeded, then no further remedy shall be required.

If, after the opportunity to make corrections, the M&V Report, as amended, indicates that verified savings are less than the Guaranteed Project Savings required at that point of the guarantee, then Climatec LLC shall pay the Purchaser the shortfall amount. However, under no circumstances will the amount(s) paid for the total of the energy savings shortfalls exceed the Installation Agreement's contract amount.

The Purchaser agrees that project savings, which exceed the guaranteed amount required in any one (1) year, may be applied to future year's savings to offset an energy savings shortfall. The savings guarantee will remain in effect for the term of this Agreement.

The Utility Baseline Summary, as shown in Attachment B, may be modified over the course of the Guarantee Period to adjust for changes in utility rates, number of days in utility billing cycle, square footage, energy using equipment, building occupancy and weather. This Guaranteed Project Savings is subject to the Purchaser's adherence to the Standards of Operation for Lighting and HVAC systems, as documented in Attachment C of this Agreement.

MEASUREMENT AND VERIFICATION METHODS

M&V of energy savings is a methodology based on standard industry protocol intended to provide reasonable assurance that energy savings calculated are realized over the term of the Agreement.

The development of the M&V Plan is based on the IPMVP-2022 (International Performance Measurement and Verification Protocol) and the application of sound engineering and business guidelines to the overall need for verification of energy savings for each ECM. This plan contains methodology that shall cost effectively provide assurance of equipment savings through short term or spot measurements, engineering calculations and/or direct utility billing comparisons. The necessary components to a well-established M&V Plan are:

- Specific identification of each ECM and proposed M & V reporting requirements for overall savings.
- Participation of all parties and any necessary coordination with independent review.

Methods of M&V vary in accordance with the type of project, level of assurance of savings, cost, and availability of data, financing constraints, and energy costs. The methods selected must be cost effective given the financial savings to the Purchaser. The methods used for the ECMs detailed herein were selected to minimize M&V cost while still providing a reasonable assurance of the savings calculations.

The IPMVP-2022 guideline provides the following options related to methodology for M&V:

Option A – Partially Measured Retrofit Isolation. Option A uses a combination of stipulated and/or measured factors to calculate baseline usage and savings associated with the ECM. Spot or short-term measurement would be used for the measured values. Stipulated values are supported by Purchaser input, historical data, or manufacturer data.

- Baseline and savings calculations are provided through engineering calculations, component or system models.
- Depending on number of points measured, Option A provides the least cost alternative to M&V.

Option B – Retrofit Isolation. Option B provides for measurement to provide data for assessing values or variables. Spot or short-term measurement, taken at the component and/or system level are taken when variations in factors can be accounted for or eliminated. Continuous measurement at the component and/or system level can also be used to account for the variations in factors over time.

- Baseline and savings calculations are provided through engineering calculations, component or system models. Cost is variable depending on the points measured, and the term of the measurement process used. Option B provides a better scenario for ECMs where a small number of factors can be accurately measured with a measurement plan.

Option C – Whole Building. Option C involves the use of utility meters or whole building sub-metering to assess the energy performance of the entire building. After an ECM is implemented the billing data is assessed in accordance with an approved plan to determine actual ECM savings.

- Baseline is established through utility data and engineering/regression analysis.
- Engineering calculations or modeling initially provides estimated ECM savings.
- Actual ECM savings are based on the utility or metered data. Savings must be adjusted for changes in building operation and variables assumed in the engineering calculations or modeling (such as weather, occupancy, etc.).
- Cost of this approach is variable based on the availability of utility data, sub-metered data, and overall savings guarantee. If the metered data is used for a savings guarantee, all variables related to building performance must be measured and adjusted, usually on an annual basis. Option C usually requires a substantial amount of time and effort to establish the baseline, provide adjustments and track the savings.

Option D – Calibrated computer simulation. Option D uses computer-modeling techniques to provide an engineering model of component and/or system performance. The inputs to the computer simulation may be made by engineering estimates, short or long term measurements, and utility or other metered data. Once the model is properly calibrated it is used for the establishment of the baseline and savings by changing appropriate inputs.

- Baseline is established through a calibration process for the computer modeling. Appropriate measurements and inputs are reflected against regression analysis for the metered data.
- Once the model is calibrated and the baseline established inputs are varied for the proposed ECM to establish savings.
- Actual ECM savings are stipulated based on the computer model. There may be follow up calibration of the model with the ECM in place to affirm the overall building simulation model.
- Cost of this method varies based on the complexity and accuracy of model desired, availability of data and overall measurement required.

DRAFT

SELECTED MEASUREMENT AND VERIFICATION OPTIONS

For the ECM's covered under this M&V Plan, the Table of Selected M&V Options (Table 1.1) summarizes the proposed **IPMVP Options selected**:

TABLE 1.1

INSERT TABLE HERE

S* - Stipulated

The particular option selected for each ECM was based on a number of related issues including: ECM cost, ECM savings, cost of M&V and the ability to accurately determine whole building operations. _____ savings values are stipulated and agreed to by the Purchaser and are met upon the completed installation of these retrofit projects.

The baseline and the post-installation energy use depend on various system and external factors, such as energy demand, operating hours, weather conditions, motor loading, energy rates, and occupancy. Development of the baseline, post ECM consumption, cost avoidances and simple payback for each ECM covered by this M&V Plan includes:

- **Stipulated Values** – These values are important in the overall calculations for energy consumption, financial calculations, and operating conditions. Climatec LLC and Purchaser have agreed to these values for purposes of establishing savings.
- **Developed/Measured Values** – These are the values determined by spot or short-term measurement. Values are determined based on a sound engineering approach to variable determination. Both values used for baseline consumption and values to be measured/determined as parts of the post ECM implementation are detailed.
- **Assumptions** – Some values that are assumed in order to calculate energy use are necessary in certain circumstances.
- **Calculations** – The necessary calculations for baseline energy and demand usage, the calculation of the energy and demand components with implementation of the ECM, the calculation of costs, and annual savings are the primary tool for assessing the estimated and actual savings of any ECM.
- **Instrumentation** – The type and specifications, if applicable, for any instrumentation used for developed/measured values is provided to ensure appropriate meters and measurement equipment is used for specified applications.
- **Pre-Retrofit Measurements** – Each ECM may have a section detailing the measurements required prior to the retrofit. These measurements are used to establish the baseline or adjustments required to establish an accurate baseline.
- **Post-Retrofit Measurements** – Each ECM may have a section that details the measurements required if any after the retrofit is completed. This section is utilized to detail the type of measurements required for verification of the energy savings calculations.
- **Adjustments** – Each ECM may have a section for adjustments. This section includes possible adjustments to the actual Energy Audit Report and energy information, appropriate adjustments to the M&V Plan, and adjustments to any savings guarantee. This section is utilized to anticipate changes necessary due to field conditions and provide an appropriate response in the verification of actual energy and cost avoidances.
- **Commissioning** – Each ECM may have a section regarding the commissioning process. This provides the detail for how the savings will be verified upon project completion, and the type of inspection that will be completed, and the billing method for verified savings. This section is utilized to provide a standard approach for each ECM upon project completion.

Climatec LLC will follow the agreed-upon M&V protocols for the measurement period and will prepare post-installation reports with supporting documentation for the Purchaser. The cost of M&V is included in the project cash flow requirements.

SPECIFIC MEASUREMENT AND VERIFICATION PLAN

“OPTION A”

FOR LIGHTING SYSTEM UPGRADES

Introduction

This M&V Plan is specific to all lighting retrofits and occupancy sensor installations. The sites receiving these upgrades are listed in the Table of Recommended Measures located at the beginning of this Attachment.

M&V Protocol

For this ECM, IPMVP Protocol – Option A shall be utilized. This option provides for the measurement of at least one variable pre- and post-retrofit with other variables allowed for stipulation. For this retrofit, a representative sample of each of the fixture types will be measured. The same sample will be used for both pre- and post-retrofit calculations. Wattage shall be measured with an appropriate instrument that is properly calibrated.

Light Levels

A representative sample of the light levels shall be measured. Where rooms have similar or identical lighting design, it is not required that each room be measured. Light levels shall be measured by an appropriate instrument that is properly calibrated. Light level measurements apply to both pre- and post-retrofit areas and shall be recorded at the work surface. Where rooms do not have a specific work surface (such as gymnasiums) light levels shall be measured at the floor.

Documentation

All areas measured shall be documented. The data shall indicate areas that do not meet IESNA standard light level requirements. All instrumentation used shall be clearly documented.

Stipulated Values

Operating hours are stipulated for purposes of M&V. Please see Attachment C, Lighting Standards of Operation for a complete list of lighting hours of operation. Stipulated values are agreed to by the Purchaser.

Savings Calculations

The calculations for the baseline energy consumption and post-retrofit savings provide the basis for the overall financial viability of this ECM.

kWh and/or kW Savings

The electrical consumption reduction of a particular lighting ECM is determined by comparing the pre- and post-conditions applied to the hours agreed upon in the Standards of Operation.

$$\{[(\text{Existing watts/fixture}) \times (\text{existing quantity}) \times (\text{existing hours of operation})] - [(\text{proposed watts/fixture}) \times (\text{proposed quantity}) \times (\text{proposed hours of operation})]\} / 1000 = \text{kWh savings}$$

Dollar Savings

After calculating the kWh saved, the specific facility's average cost per kilowatt-hour shall be used to determine dollar savings.

$$(\text{kWh saved}) \times (\text{average kWh rate}) = \$ \text{ kWh saved}$$

$$(\$ \text{ kWh saved}) = \text{the total dollars saved}$$

Operational Savings

The Purchaser will realize maintenance and operational savings resulting from the new lighting system installations, extended warranties, and/or service agreements provided by Climatec LLC. The operational savings are stipulated and met upon the completed installation of the Installation Agreement.

Adjustments

For this ECM the following adjustments are allowed for purposes of M&V:

- Light level requirements may be modified as detailed in this plan.

- Changes in actual construction including number and/or type of fixtures. All changes shall be clearly documented and provided to the Purchaser's representative.
- Utility rates, billing days or degree-days.

Commissioning

Commissioning shall consist of inspections and a final savings verification report. Inspections shall consist of:

- During the construction phase of the project, Climatec LLC shall keep a detailed record of the quantity and types of fixtures retrofitted and fixtures installed in each building. A post construction inspection is required by the responsible M&V party.
- After lighting modifications have been made, the installations shall be inspected to verify the retrofit counts by fixture code.
- Post-retrofit lighting levels shall be measured to verify compliance with the contract standards.

DRAFT

SPECIFIC MEASUREMENT AND VERIFICATION PLAN “OPTION A” FOR HVAC SYSTEMS INSTALLATION

Introduction

This M&V Plan is specific to the installation of new high efficiency HVAC units at the sites listed in the Table of Recommended Measures located at the beginning of this Attachment.

M&V Protocol

For this ECM, IPMVP Protocol – Option A shall be utilized. This option shall provide for the measurement of at least one variable pre- and post-retrofit with other variables allowed for stipulation. For this retrofit, field data shall be collected which includes, unit counts, unit tonnage, nameplate horsepower and efficiency rating for each existing HVAC system.

Stipulated Values

Hours of operation, heating/cooling loads and runtime hours of the existing HVAC systems are stipulated for purposes of M & V. Please refer to Attachment C, HVAC Standards of Operation in this Agreement for specific operating hours and runtime hours for each HVAC unit or area. Stipulated values are agreed to by Purchaser.

Calculations

The calculations for the baseline energy consumption and post-retrofit savings provide the basis for the overall financial viability of these ECM's. The following equations summarize the calculation of savings:

Electric (kWh) Savings

The electrical usage reduction of this ECM is determined by the following equation:

$$((\text{Size of Existing HVAC Unit}) \times (\text{Unit Efficiency}) \times (\text{Stipulated Load Factor}) - (\text{Size of New Cooling Unit}) \times (\text{Unit Efficiency}) \times (\text{Stipulated Load Factor})) \times (\text{Annual Operating Hours}) = \text{kWh Savings}$$

Dollar Savings

After calculating the kWh saved, the specific facility's average cost per kilowatt-hour shall be used to determine dollar savings.

$$(\text{kWh saved}) \times (\text{average kWh rate}) = \$ \text{ kWh saved}$$

$$(\$ \text{ kWh saved}) = \text{Total dollars saved}$$

Operational Savings

The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by Climatec LLC. The operational savings are stipulated and met upon the completed installation of the Installation Agreement.

Pre-Retrofit Measurements

None required for this ECM.

Post-Retrofit Measurements

None required for this ECM.

Adjustments

None required for this ECM.

Commissioning

Commissioning shall consist of inspections, and a final commissioning report. The inspections and report shall consist of:

- Commissioning of the newly installed HVAC equipment shall include verification that each new unit is operating, as specified, in all modes (heat/cool).

SPECIFIC MEASUREMENT AND VERIFICATION PLAN
“OPTION A”
FOR HVAC CONTROLS UPGRADE

Introduction

This M&V Plan is specific to the Energy Management System (“EMS”) upgrades at the sites listed in the Table of Recommended Measures located at the beginning of this Attachment.

M&V Protocol

For this ECM, IPMVP Protocol – Option A shall be utilized. This option shall provide for the measurement of at least one variable pre- and post-retrofit with other variables allowed for stipulation. The cooling and heating setpoints during occupied and unoccupied modes of the HVAC equipment will be verified and documented. For this retrofit, field data shall be collected which includes, unit counts, unit tonnage, nameplate horsepower, efficiency rating, operating schedules, cooling and heating temperature setpoints for each HVAC system.

Stipulated Values

Hours of operation and heating/cooling load factors are stipulated for purposes of M&V. Please refer to the Attachment C, HVAC Standards of Operations for specific existing and proposed operating hours for each HVAC unit or area. Stipulated values are agreed to by Purchaser.

Calculations

The calculations for the baseline energy consumption and post-retrofit savings provide the basis for the overall financial viability of these ECM's. Post-retrofit operating schedules and trend reports will be used to verify the inputs such as operating hours, cooling/heating temperature setpoints that are used in the calculations to validate the savings. The following equations summarize the calculation of savings:

Electric (kWh) Savings

The electrical usage reduction of this ECM is determined by applying the stipulated runtime reduction to the calculated energy usage of the HVAC unit.

$(\text{Size of HVAC unit}) \times (\text{Unit efficiency}) \times (\text{Stipulated load factor}) \times (\text{Existing annual operating hours} - \text{Proposed annual operating hours}) = \text{kWh savings}$

Natural Gas (Therms) Savings

The natural gas usage reduction of this ECM is determined by applying the stipulated runtime reduction to the calculated energy usage of the HVAC unit.

$(\text{Size of Heating unit}) \times (\text{Unit efficiency}) \times (\text{Stipulated load factor}) \times (\text{Existing annual operating hours} - \text{Proposed annual operating hours}) = \text{Therm savings}$

Dollar Savings

After calculating the kWh saved and the Therms saved, the specific facility's average cost per kilowatt-hour and the average cost per Therm of natural gas shall be used to determine dollar savings.

$(\text{kWh saved}) \times (\text{average kWh rate}) = \$ \text{ kWh saved}$

$(\text{Therms saved}) \times (\text{average Therm rate}) = \$ \text{ Therms saved}$

$(\$ \text{ kWh saved}) + (\$ \text{ Therms saved}) = \text{Total dollars saved}$

Operational Savings

The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by Climatic LLC. The operational savings are stipulated and met upon the completed installation of the Installation Agreement.

Pre-Retrofit Measurements

Existing operating hours and cooling/heating temperature setpoints for each HVAC unit or area will be obtained from current thermostats/EMS.

Post-Retrofit Measurements

Post-retrofit operating schedules, cooling and heating temperature setpoints in both occupied and unoccupied modes for the HVAC equipment will be obtained using the new controls system.

Adjustments

For this ECM the following adjustments are allowed for purposes of M&V:

- Addition or subtraction to the conditioned square footage of facilities.
- Utility rates, billing days or degree-days.
- Equipment changes.
- Increase or decrease in facility usage as associated with daily occupancy times and special events.

Commissioning

Commissioning shall consist of inspections, and a final commissioning report. The inspections and report shall consist of:

- Commissioning of the newly installed EMS shall include verification that the operating schedules, cooling and heating temperature set points and the control sequences for the HVAC equipment have been programmed as specified.

SPECIFIC MEASUREMENT AND VERIFICATION PLAN
“OPTION A”
FOR SOLAR PHOTOVOLTAIC INSTALLATION

Introduction

This M&V Plan is specific to the solar photovoltaic (“PV”) installations at the sites listed in the Table of Recommended Measures located at the beginning of this Attachment.

M&V Protocol

For this ECM, IPMVP Protocol – Option A shall be utilized. This option shall provide for the measurement of at least one variable pre- and post-retrofit with other variables allowed for stipulation. For this installation, the kilowatt-hour (kWh) production from the solar PV systems shall be measured and recorded.

Stipulated Values

The solar panel degradation factor (0.25%), and utility escalation rate (5%/year) are stipulated for the purposes of M&V. Stipulated values are agreed to by Purchaser.

Calculations

The calculations for the baseline energy consumption and post installation savings provide the basis for the overall financial viability of these ECM's. The following equations summarize the calculation of savings:

Electricity Production

Electricity production of the PV system is determined by recording the kilowatt-hours (kWh) off the net electric meter/Data Acquisition System (DAS) and recording the results.

Dollar Savings

After recording the kWh generated from the PV system, the specific facility's average cost per kWh shall be used to determine dollar savings.

$$(\text{Annual kWh production}) \times (\text{Average \$ / kWh}) = \text{Annual \$ kWh Saved}$$

$$(\text{Annual \$ kWh Saved}) = \text{Total Dollars Saved}$$

Maintenance of System

Calculation of energy cost savings from the solar PV systems are contingent upon the Purchaser maintaining an active operations and maintenance (O&M) contract for the term of the solar lease agreement.

Pre-Retrofit Measurements

Existing utility electrical energy (kWh) consumption as shown in Attachment B – Baseline Summary.

Post-Retrofit Measurements

Electrical energy (kWh) produced from the solar PV systems recorded from the net electrical meter/DAS.

Adjustments

For this ECM the following adjustments are allowed for purposes of M&V:

- Addition or subtraction to the square footage of facilities.
- Utility rates, billing days or degree-days.
- Addition or subtraction of electrical load at the facilities.
- Any structural failure in a building supporting the PV system.
- Unexpected weather conditions falling outside of the normal weather for the location.
- Legislative, administrative or executive action, regulation, order or requisition of any federal, state or local government, local utility or public utilities commission.

- There is an event of Force Majeure or changes in the conditions at or near any of the sites, which causes additional shading, soiling, or otherwise reduced performance of the solar PV systems.

Commissioning

Commissioning shall consist of inspections, and a final commissioning report. The inspections and report shall consist of:

- Commissioning of the new solar PV system shall include securing the Utility Interconnect Agreement with _____, proper alignment of the solar panels and functional testing.

DRAFT

Attachment “B”

Utility Baseline Summary

Energy Baseline

Attachment “C”

Standards of Operation for HVAC & Lighting

STANDARDS OF OPERATION

The hours of operation for the Purchaser's HVAC and lighting systems, located on the following pages, were used to calculate the energy savings for this Agreement and will be used in all M&V calculations.

HVAC Standards of Operation

INSERT TABLE HERE

Lighting Standards of Operation

Insert Table Here

PRICING PROPOSAL

RFP # 2025-10

Infrastructure Modernization & Utility Savings Program

Pursuant to and in compliance with the Request for Proposals and all other documents relating thereto, the undersigned respondent, having familiarized itself with the terms and conditions of the proposal documents and the City's objectives, hereby proposes and agrees to perform the work to be done and to provide all labor and materials necessary to perform the work.

Name of Respondent: Climatec, LLC

INVESTMENT GRADE AUDIT (IGA):

Does the respondent require an IGA agreement be entered into before a scope of work, price and savings can be finalized?

☐ YES ☒ NO

If an IGA agreement is required, does it include exit fees and/or penalties if the City chooses not to implement the IGA findings?

☐ YES ☐ NO ☒ N/A

What is the respondent's price for completing an IGA?

\$ 0.00 per square foot

IMPLEMENTATION:

What is the respondent's profit fee for program implementation?

Profit % 5

ACKNOWLEDGEMENT FORM

RFP #2025-10
Infrastructure Modernization & Utility Savings Program

Pursuant to and in compliance with your Request for Proposals and all other documents relating thereto, the undersigned respondent, having familiarized itself with the terms and conditions of the proposal documents and the City's objectives, hereby proposes and agrees to perform the work to be done and to provide all labor and materials necessary to perform the work.

Name of Respondent: Climatec, LLC

ACKNOWLEDGEMENT OF AMENDMENTS:

The respondent acknowledges receipt of the issued amendments to RFP 2025-10:

Amendment Number	N/A					Initial Here
Date						SS

APPENDIX

SAMPLE M&V REPORTS

To further demonstrate how annual savings are verified and communicated to our customers, we have included actual measurement and verification (M&V) reports for the City of Ontario and Calexico USD. These examples illustrate our approach to annual reporting and performance validation





CITY OF
ONTARIO

ANNUAL
MEASUREMENT & VERIFICATION
REPORT

CONSTRUCTION YEAR:
JANUARY 2023– DECEMBER 2023

PREPARED:
MARCH 2024

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EXECUTIVE SUMMARY

PROJECT SPECIFICS

In July 2020, the City of Ontario partnered with Climatec to deliver an infrastructure modernization & sustainability program. Over the period of January 2021 – December 2023, the following energy infrastructure improvements were installed:

- Building LED Lighting System Modernizations
- Street Lighting LED Lighting System Modernizations
- High Efficiency Heating & Cooling (HVAC) unit replacements
- New Building Automation System (HVAC controls)
- Solar Thermal Pool Heating
- Solar PV System Installation
- Battery Energy Storage System

In accordance with the ongoing Measurement & Verification (M&V) Agreement and agreed-upon M&V Plan for each infrastructure improvement measure, Climatec has prepared an Annual M&V Report to review the achieved savings of the implemented program. For this program, the pre-retrofit year of comparison was established to be July 2018- June 2019 based on the initial assessment of the project. The enclosed report contains detailed performance results from the 2023 construction year.

REPORT SYNOPSIS

Industry best practices for determining savings have been developed by the U.S. Department of Energy and documented in several guidelines, namely the International Performance Measurement and Verification Protocol (IPMVP). When projecting and proving energy and operational savings, Climatec follows industry standard protocols for M&V as outlined in the U.S. Department of Energy's Efficiency Valuation Organization IPMVP Core Concepts, EVO 10000-1:2022. The key principals emphasized by the IPMVP in the M&V process and reporting are accuracy, completeness, conservativeness, consistency, relevance, and transparency.

Energy, water or demand savings cannot be directly measured, because savings represent the absence of consumption or demand. Instead, savings are determined by comparing measured consumption or demand before and after implementation of a program, making suitable adjustments for changes in conditions.

The comparison of before and after energy consumption or demand is made on a consistent basis, using the following general M&V equation:

$$\text{Savings} = (\text{Pre-Retrofit Energy} \pm \text{Baseline Adjustments}) - \text{Reporting Period Energy}$$

A Measurement & Verification (M&V) plan was developed, based on the IPMVP, evaluating cost-effectiveness and required information to verify the performance of each infrastructure improvement. This plan, outlined in the M&V Agreement, defines the methodology to provide reasonable assurance of savings through short term or spot measurements, engineering calculations and/or direct utility billing comparisons. This M&V report documents the implementation of the M&V plan in the reporting period and the calculated savings that were attributed to the program. In this report, the following units are used to measure the savings for electric, natural gas and water usage.

Electric	kW (kilowatt) & kWh (kilowatt-hour)
Natural Gas	therms (equivalent to 100 cubic feet Natural Gas)
Water	kGal (kilogallons)

CONSTRUCTION YEAR 2023 SAVINGS

The annual savings achieved are summarized below in Table 1. Figure 1 illustrates the moving annual total utility expenditure of all the facilities impacted by the project. Financial savings can be seen as the difference between the two lines which represent the actual expenditure and what would have been spent had the project not been performed.

Table 1: Construction Year 2023 Savings Summary

Site	Demand Savings (Billed kW)	Energy Savings (kWh)	Renewable Production (kWh)*	Gas Savings (therms)	Cost Savings (\$)
City Hall Complex	2,062	875,307	74,023	1,190	\$272,436
Community Centers	1,277	369,785	-	263	\$102,025
Convention Center	1,160	1,095,745	-	10,215	\$334,663
Fire Stations	430	180,767	-	-	\$47,663
Parks	334	203,746	-	760	\$39,096
Police Departments	800	391,739	-	-	\$78,357
Service Center Complex	654	243,351	-	-	\$70,699
Streetlights	-	3,910,217	-	-	\$718,920
Toyota Arena	3,202	931,279	-	7,627	\$318,352
Totals:	9,919	8,201,936	74,023	20,055	\$1,982,210

*Savings related to renewable production only include the Climatic installed PV systems

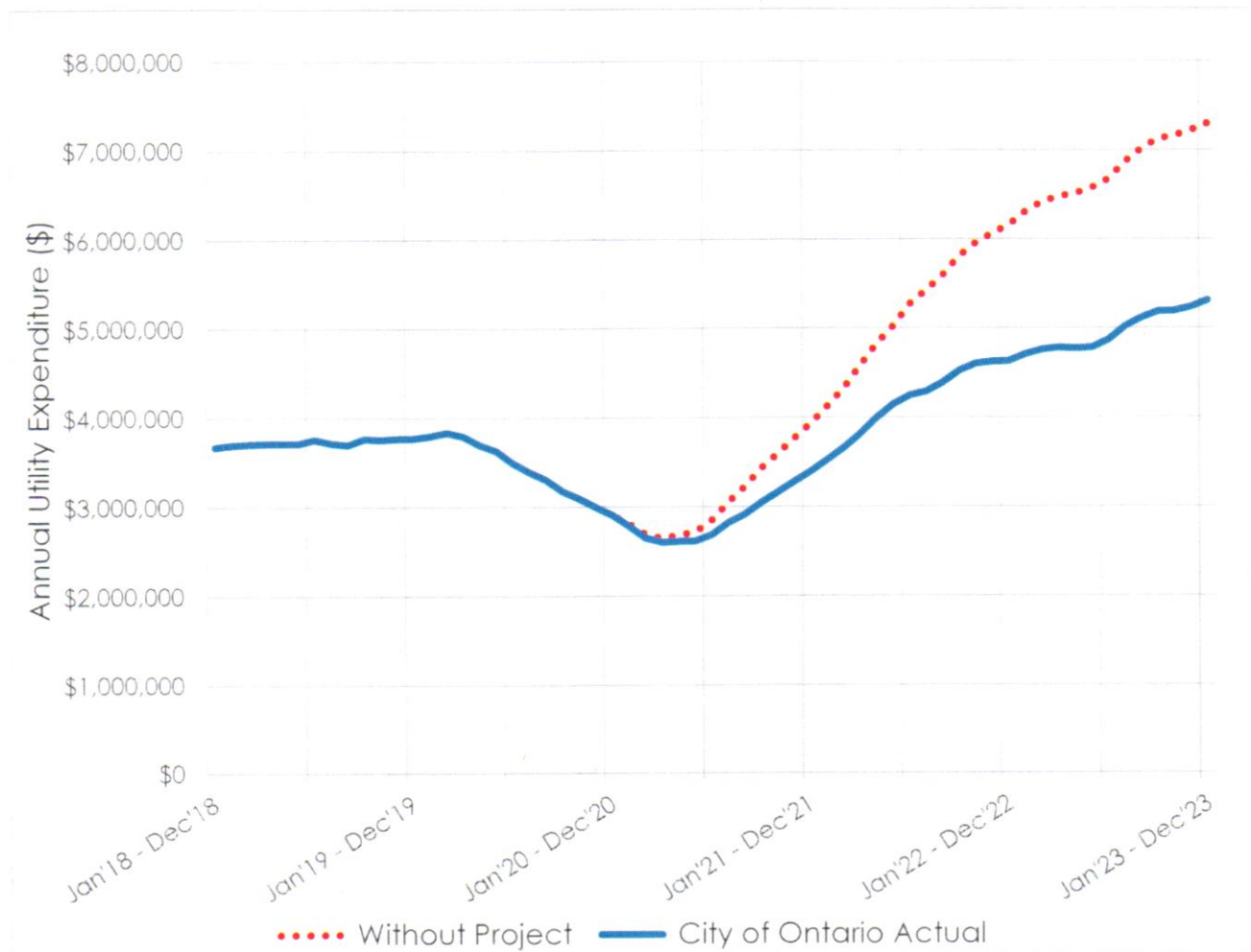


Figure 1: Annual total utility expenditure trend with project vs. without the project

USAGE & COST HISTORY

Table 2 below summarizes the City's utility baseline and construction utility usage for the meters impacted by the project.

Table 2: Construction Year 2023 Utility Summary

Electric	Utility Demand (kW)	Utility Usage (kWh)	Renewable Production* (kWh)	Gas Usage (therms)	Utility Cost (\$)
City Hall	2,746	974,846	-	-	\$248,614
City Hall Annex	1,527	636,046	74,023	-	\$163,852
Ovitt Library	1,896	619,642	-	6,744	\$177,162
Senior Center	443	109,236	-	-	\$34,168
Armstrong CC	560	105,632	-	-	\$41,254
De Anza CC	643	161,587	-	-	\$56,372
Dorothy Quesada CC	453	113,655	-	1,488	\$40,066
Museum History & Art	573	169,890	-	-	\$50,675
Veterans Memorial CC	88	25,236	-	-	\$6,282
Westwind CC	751	333,689	-	-	\$81,110
Convention Center	11,298	4,446,038	901,520	119,533	\$1,268,713
Fire Station 1	520	125,885	-	-	\$38,709
Fire Station 2	157	48,256	-	-	\$11,717
Fire Station 3	368	117,724	-	-	\$34,266
Fire Station 4	146	47,070	-	-	\$11,297
Fire Station 5	175	59,194	-	-	\$13,809
Fire Station 6	250	74,992	-	-	\$22,854
Fire Station 7	238	68,876	-	-	\$21,618
Fire Station 8	308	97,794	-	-	\$27,806
Anthony Munoz Park	16	80,659	-	-	\$12,543
Bon View Park & Pool	-	38,772	-	-	\$7,997
Celebration Park	-	3,064	-	-	\$586
Centennial Park	-	1,211	-	-	\$343
Creekside Park	-	1,532	-	-	\$381
Cypress Park	-	299	-	-	\$213
De Anza Park	-	21,276	-	-	\$3,242
Del Rancho Park	12	1,839	-	-	\$798
Homer F. Briggs Park	40	43,497	-	-	\$7,828
James R. Bryant Park	60	8,714	-	-	\$3,543
Jay Littleton Ball Park	-	8,375	-	-	\$1,525
John Galvin Park	263	11,213	-	-	\$10,065
Ontario Soccer Park	-	105,180	-	-	\$15,510
Sam Alba Park	-	1,608	-	-	\$366
Schimmel Dog Park	-	3,282	-	-	\$2,337
South Bon View Park	12	4,175	-	-	\$1,114
Veterans Memorial Park	12	2,320	-	-	\$849
Vineyard Park & Pool	61	4,237	-	-	\$1,776
Westwind Park & Pool	12	3,250	-	4,309	\$7,596
Ontario Police Department	4,091	570,685	1,500,243	-	\$134,243
Upland Police Department	258	44,015	-	-	\$12,630
Service Center- Cucamonga	281	78,852	-	-	\$23,906
Service Center- Main	2,103	471,157	-	-	\$143,237
Service Center- Training	278	58,022	-	-	\$19,547
Service Center- Revenue	642	275,248	-	-	\$66,247
LS-2 Streetlights	-	1,388,340	-	-	\$342,519
LS-3 Streetlights	-	2,699,921	-	-	\$451,316
Toyota Arena	13,553	5,333,204	-	317,089	\$1,686,539
Totals:	44,834	19,599,235	2,475,787	449,163	\$5,309,140

*Renewable Production includes energy from all city installations

Table 3 below summarizes the City's utility baseline and construction utility usage for the meters impacted by the project.

Table 3: Baseline Year '18 - '19 Utility Summary

Electric	Utility Demand (kW)	Utility Usage (kWh)	Renewable Production* (kWh)	Gas Usage (therms)	Utility Cost (\$)
City Hall	3,367	1,142,569	-	-	\$308,968
City Hall Annex	2,031	919,355	-	-	\$254,665
Ovitt Library	2,594	1,047,781	-	7,934	\$274,946
Senior Center	682	179,395	-	-	\$57,653
Armstrong CC	651	122,662	-	-	\$51,216
De Anza CC	1,173	328,298	-	-	\$104,347
Dorothy Quesada CC	542	139,102	-	1,751	\$48,954
Museum History & Art	781	197,535	-	-	\$71,625
Veterans Memorial CC	118	33,561	-	-	\$8,781
Westwind CC	1,081	458,316	-	-	\$92,861
Convention Center	12,458	5,514,091	929,212	129,748	\$1,603,376
Fire Station 1	585	170,811	-	-	\$48,915
Fire Station 2	179	51,878	-	-	\$13,597
Fire Station 3	352	124,802	-	-	\$34,734
Fire Station 4	161	50,834	-	-	\$12,884
Fire Station 5	209	65,842	-	-	\$16,588
Fire Station 6	354	104,237	-	-	\$31,482
Fire Station 7	349	117,467	-	-	\$33,240
Fire Station 8	403	134,687	-	-	\$38,299
Anthony Munoz Park	39	107,642	-	-	\$17,093
Bon View Park & Pool	-	45,793	-	-	\$11,553
Celebration Park	-	3,151	-	-	\$640
Centennial Park	-	2,692	-	-	\$545
Creekside Park	-	2,019	-	-	\$479
Cypress Park	-	302	-	-	\$214
De Anza Park	-	25,351	-	-	\$4,321
Del Rancho Park	13	3,071	-	-	\$877
Homer F. Briggs Park	40	59,519	-	-	\$9,562
James R. Bryant Park	60	13,825	-	-	\$3,690
Jay Littleton Ball Park	-	24,014	-	-	\$3,813
John Galvin Park	505	32,942	-	-	\$18,617
Ontario Soccer Park	-	165,853	-	-	\$24,381
Sam Alba Park	-	3,032	-	-	\$574
Schimmel Dog Park	-	15,114	-	-	\$2,624
South Bon View Park	51	16,100	-	-	\$3,491
Veterans Memorial Park	12	2,344	-	-	\$919
Vineyard Park & Pool	89	22,842	-	-	\$5,543
Westwind Park & Pool	13	2,643	-	5,069	\$8,770
Ontario Police Department	4,864	914,552	1,540,381	-	\$207,923
Upland Police Department	285	51,750	-	-	\$17,308
Service Center- Cucamonga	333	94,584	-	-	\$26,041
Service Center- Main	2,369	648,773	-	-	\$183,494
Service Center- Training	278	61,018	-	-	\$23,446
Service Center- Revenue	978	322,255	-	-	\$90,655
LS-2 Streetlights	-	3,133,847	-	-	\$699,589
LS-3 Streetlights	-	4,864,631	-	-	\$813,166
Toyota Arena	16,755	6,264,483	-	324,716	\$2,004,891
Totals:	54,753	27,807,365	2,469,593	469,218	\$7,291,350

*Renewable Production includes energy from all city installations

ELECTRIC PROFILE

The baseline and the construction electrical peak demand, usage, and production values for the overall project are detailed on a monthly basis below in Table 4. Additionally, Figure 2, visually displays a comparison of electrical usage from the baseline period and the construction period.

Table 4: Baseline & Construction Monthly Electric History

Baseline Electric Profile				Construction Electric Profile			
Bill Period	Energy Demand (kW)	Utility Usage (kWh)	Renewable Production (kWh)	Bill Period	Energy Demand (kW)	Utility Usage (kWh)	Renewable Production (kWh)
Jan-19	4,145	2,284,979	148,188	Jan-23	3,413	1,577,409	152,451
Feb-19	4,177	2,127,845	153,856	Feb-23	3,352	1,451,263	151,409
Mar-19	4,322	2,178,344	231,955	Mar-23	3,582	1,489,517	232,642
Apr-19	4,483	2,148,168	247,498	Apr-23	3,715	1,475,331	254,016
May-19	4,498	2,163,580	274,938	May-23	3,675	1,504,659	280,278
Jun-19	4,428	2,163,271	259,556	Jun-23	3,412	1,477,913	266,802
Jul-18	5,032	2,538,838	251,691	Jul-23	4,203	1,860,118	238,686
Aug-18	5,356	2,472,611	226,238	Aug-23	4,233	1,799,957	230,151
Sep-18	5,057	2,597,752	215,150	Sep-23	4,333	1,918,190	211,092
Oct-18	4,486	2,381,947	169,109	Oct-23	3,759	1,719,960	165,920
Nov-18	4,432	2,362,964	144,839	Nov-23	3,624	1,668,334	142,347
Dec-18	4,340	2,387,070	146,576	Dec-23	3,533	1,656,584	149,993
Totals:	54,753	27,807,365	2,469,593	Totals:	44,834	19,599,235	2,475,787

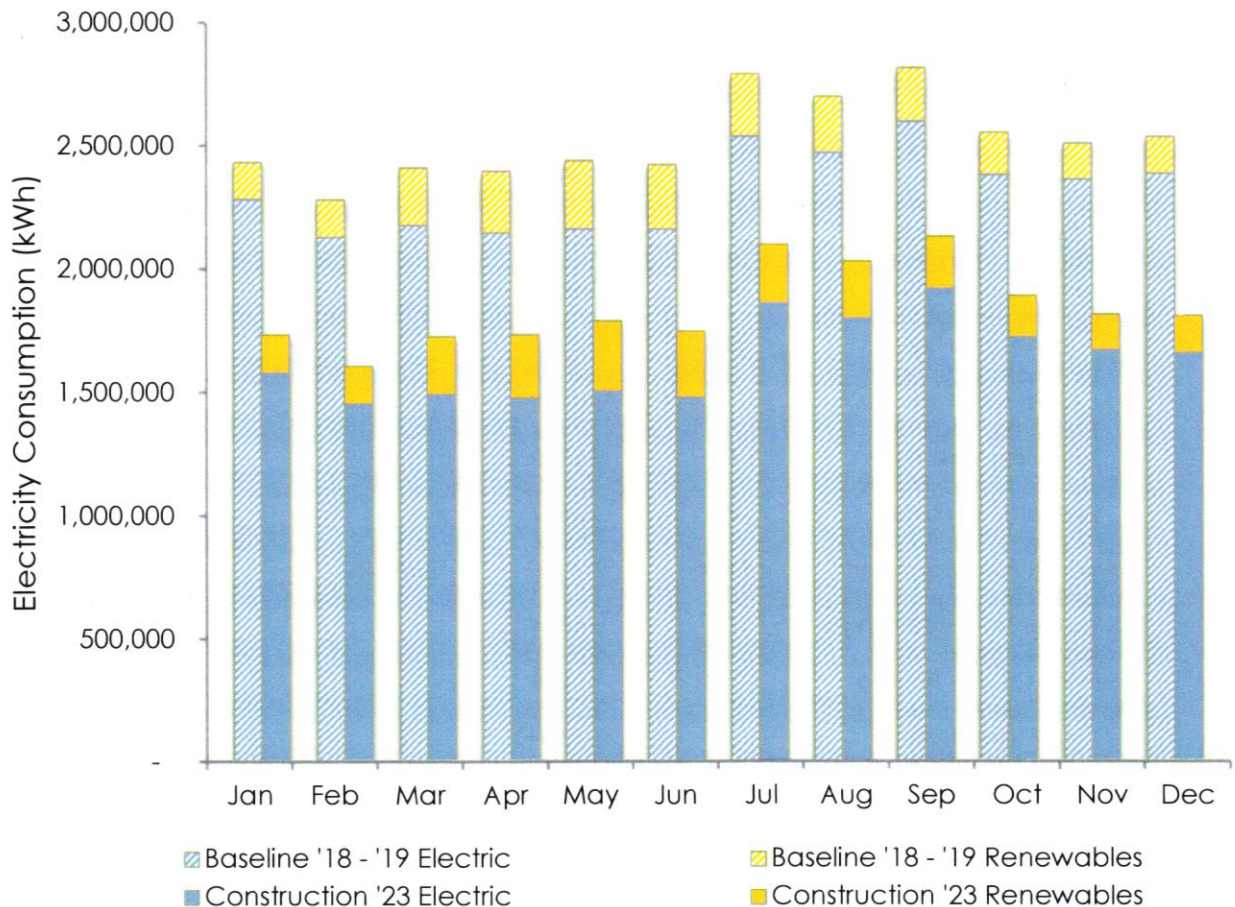


Figure 2: Baseline vs. Construction Electricity Usage

NATURAL GAS PROFILE

The baseline and the construction electrical peak demand, usage, and production values for the overall project are detailed on a monthly basis below in Table 5. Additionally, Figure 3, visually displays a comparison of electrical usage from the baseline period and the construction period.

Baseline Natural Gas		Construction Natural Gas	
Bill Period	Usage (therms)	Bill Period	Usage (therms)
Jan-19	50,766	Jan-23	49,072
Feb-19	52,805	Feb-23	50,974
Mar-19	48,383	Mar-23	46,503
Apr-19	38,034	Apr-23	36,348
May-19	45,556	May-23	43,781
Jun-19	50,924	Jun-23	49,256
Jul-18	29,189	Jul-23	27,673
Aug-18	22,822	Aug-23	21,352
Sep-18	24,570	Sep-23	23,081
Oct-18	33,178	Oct-23	31,671
Nov-18	36,709	Nov-23	34,975
Dec-18	36,283	Dec-23	34,477
Totals:	469,218	Totals:	449,163

Table 5: Baseline & Construction Monthly Natural Gas History

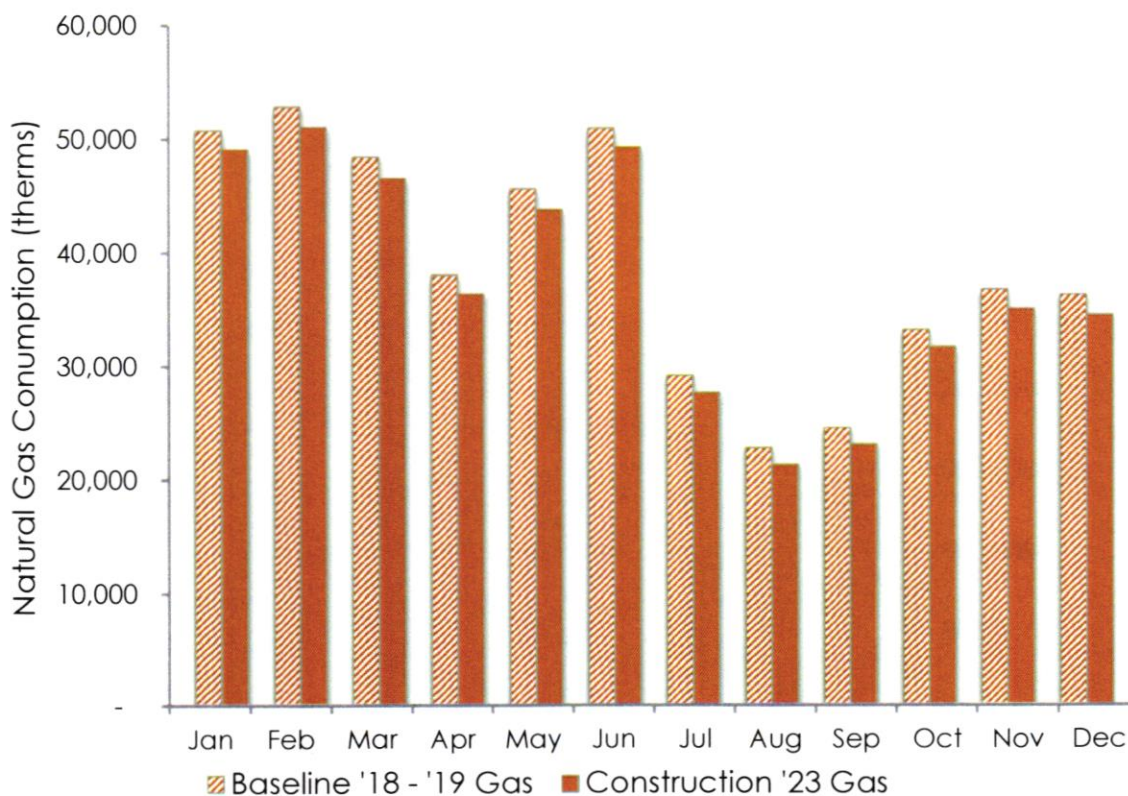


Figure 3: Baseline vs. Construction Natural Gas Usage

UTILITY EXPENDITURE PROFILE

The baseline and the construction electrical peak demand, usage, and production values for the overall project are detailed on a monthly basis below in Table 6. Additionally, Figure 4, visually displays a comparison of electrical usage from the baseline period and the construction period.

Table 6: Baseline & Construction Monthly Electric History

Baseline Expenditure			Construction Expenditure		
Bill Period	Electrical (\$)	Natural Gas (\$)	Bill Period	Electrical (\$)	Natural Gas (\$)
Jan-19	\$467,551	\$77,934	Jan-23	\$318,496	\$75,333
Feb-19	\$441,030	\$81,063	Feb-23	\$299,546	\$78,252
Mar-19	\$442,777	\$74,275	Mar-23	\$308,785	\$71,390
Apr-19	\$438,170	\$58,388	Apr-23	\$307,490	\$55,801
May-19	\$446,432	\$69,936	May-23	\$306,270	\$67,211
Jun-19	\$633,681	\$78,177	Jun-23	\$422,345	\$75,616
Jul-18	\$750,856	\$44,810	Jul-23	\$534,989	\$42,483
Aug-18	\$741,867	\$35,036	Aug-23	\$538,122	\$32,780
Sep-18	\$758,282	\$37,720	Sep-23	\$566,866	\$35,434
Oct-18	\$488,797	\$50,933	Oct-23	\$350,458	\$48,620
Nov-18	\$480,154	\$56,355	Nov-23	\$333,123	\$53,693
Dec-18	\$481,426	\$55,700	Dec-23	\$333,108	\$52,928
Totals:	\$6,571,022	\$720,328	Totals:	\$4,619,599	\$689,541

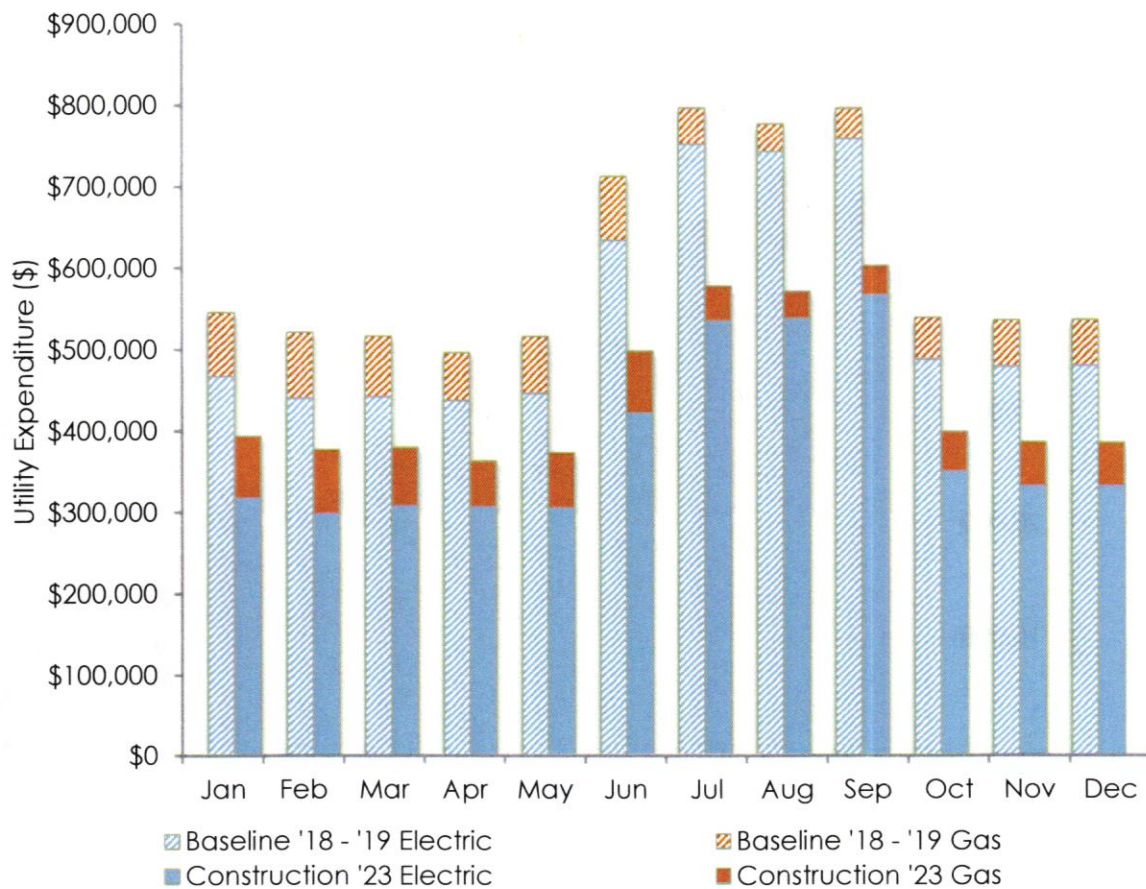


Figure 4: Baseline vs. Construction Utility Expenditure

BASELINE ADJUSTMENT SUMMARY

Baseline adjustments are necessary at times, to normalize the pre-retrofit data to the basis of conditions of the reporting period. This is done by calculating the impact of any changes in relevant factors which influence the utility bills outside of the conservation measures under analysis. All baseline adjustments are made in accordance with the International Performance Measurement and Verification Best Practices (IPMVP EVO October 2022).

Table 7: Operational Conditions Impact Summary

Construction Year 2023	Therms	kW	kWh	Cost
Gross Annual Energy Variation- As metered annual variation	98,060	11,217	7,968,505	-\$1,546,618
Utility Rates- Impact of changes in utility pricing tariffs	-	-	-	\$3,498,266
Weather - Impact of changes in local weather conditions	-	-	-	\$0
Facility Area & Occupancy- Impact of changes in facility area or usage	(78,005)	(1,298)	233,431	\$30,561
HVAC Parameters- Impact of changes in HVAC settings and runtimes	-	-	-	\$0
Lighting Parameters- Impact of changes in lighting load and runtimes	-	-	-	\$0
Miscellaneous Equipment Parameters- Impact of changes plug loads	-	-	-	\$0
M&V Options A & B - Savings validated using isolated ECM analysis	-	-	-	\$0
ECM Installation- Net impact of ECM installations	20,055	9,919	8,201,936	\$1,982,210

In Table 7, a detailed breakdown has been provided of the impact of changes in operational conditions for this annual guarantee period. Each line item details the utility usage and cost associated with its respective category; the total value of all lines adding to the annual savings attributed to the program for the reporting period. In Table 7, positive values indicate savings while negative values represent increases to usage or cost. The gross annual energy variation represents a direct bill-to-bill difference between the pre & post retrofit periods.

For factors which are expected to continually change from year to year, such as the utility rates and the weather, routine baseline adjustments are applied. The impact of the routine baseline adjustments over the analysis year are summarized in the respective line items and further detailed in the Meter Detail Reports section of the report.

The occupancy and HVAC settings of the facilities must also be analyzed to ensure that the any changes in usage patterns from the design parameters are accounted for. Records of the HVAC operating conditions and the resultant energy impact over the analysis year are detailed in the Building Operations section of the report.

For those energy-governing factors that are not usually expected to change (e.g. the facility area and building shell, equipment load, etc.), the associated static factors must be monitored for change throughout the reporting period. Records of any known changes to static factors and the resultant energy impact over the analysis year are detailed in the Non-Routine Baseline Adjustments section of the report.

In some cases, a utility meter-based audit may not be feasible or practical; in this scenario an alternative method using engineering calculations on an isolated conservation measure may be employed in order to evaluate the effectiveness of the installation. The M&V Options A & B line item summarizes the savings that were verified with this methodology and are detailed in the applicable section of the report.



MEASUREMENT AND VERIFICATION REPORT

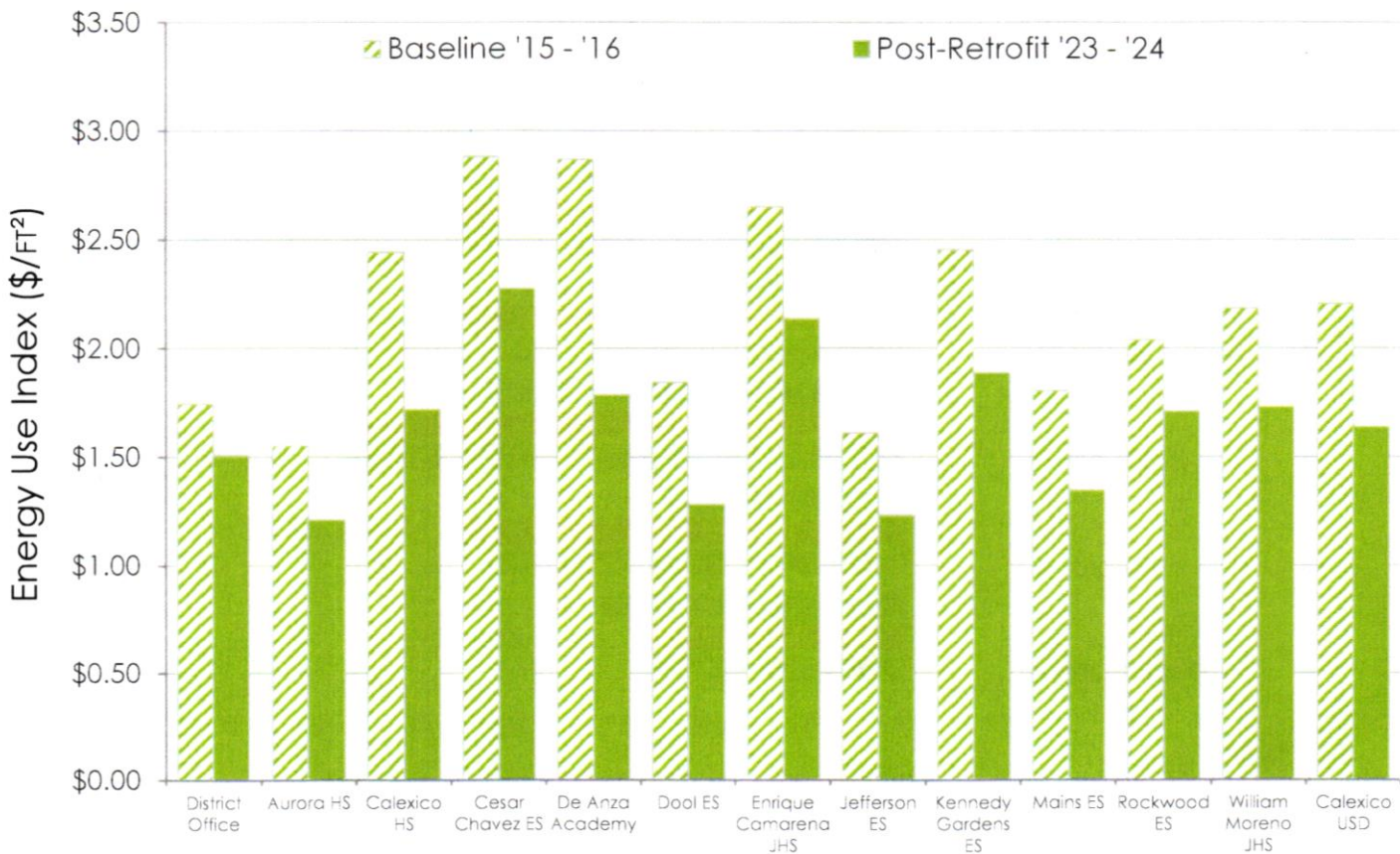
CALEXICO USD

YEAR SIX: APRIL 2023 – MARCH 2024

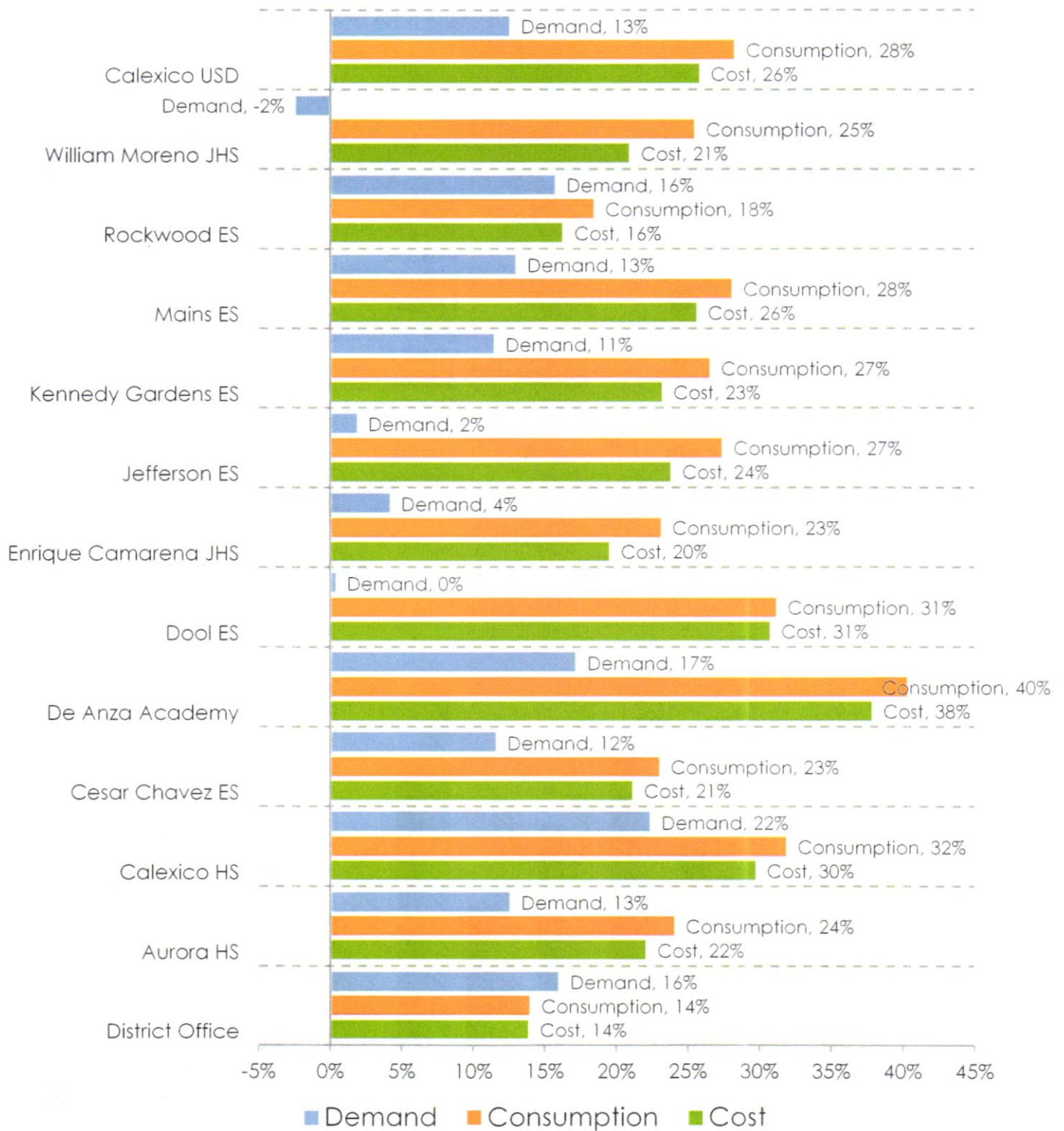
EXECUTIVE SUMMARY:

As a result of this analysis, it can be concluded that the Callexico USD has met its expected savings performance for the sixth year. It has been verified that significant monthly energy and cost savings have been consistently achieved.

Guarantee Year Six Performance Summary						
Site	Baseline '15-'16 kWh	Post-Retrofit '23-'24 kWh	Baseline '15-'16 Cost	Post-Retrofit '23-'24 Cost	Total Energy Savings	Total Cost Savings
District Office	485,120	417,360	\$90,843	\$78,254	67,760	\$12,590
Aurora HS	936,520	711,306	\$176,254	\$137,376	225,214	\$38,878
Callexico HS	2,530,200	1,724,300	\$468,929	\$329,607	805,900	\$139,323
Cesar Chavez ES	1,116,000	859,415	\$200,100	\$157,822	256,585	\$42,278
De Anza Academy	1,600,400	955,637	\$298,541	\$185,642	644,763	\$112,899
Dool ES	526,740	362,680	\$98,658	\$68,369	164,060	\$30,289
Enrique Camarena JHS	547,200	420,800	\$104,352	\$83,988	126,400	\$20,364
Jefferson ES	533,360	387,360	\$99,881	\$76,136	146,000	\$23,744
Kennedy Gardens ES	592,000	435,001	\$114,163	\$87,710	156,999	\$26,453
Mains ES	583,360	419,681	\$111,253	\$82,796	163,679	\$28,457
Rockwood ES	587,920	479,650	\$113,413	\$94,991	108,270	\$18,421
William Moreno JHS	1,122,990	837,360	\$207,719	\$164,337	285,630	\$43,382
Totals:	11,161,810	8,010,551	\$2,084,105	\$1,547,028	3,151,260	\$537,076



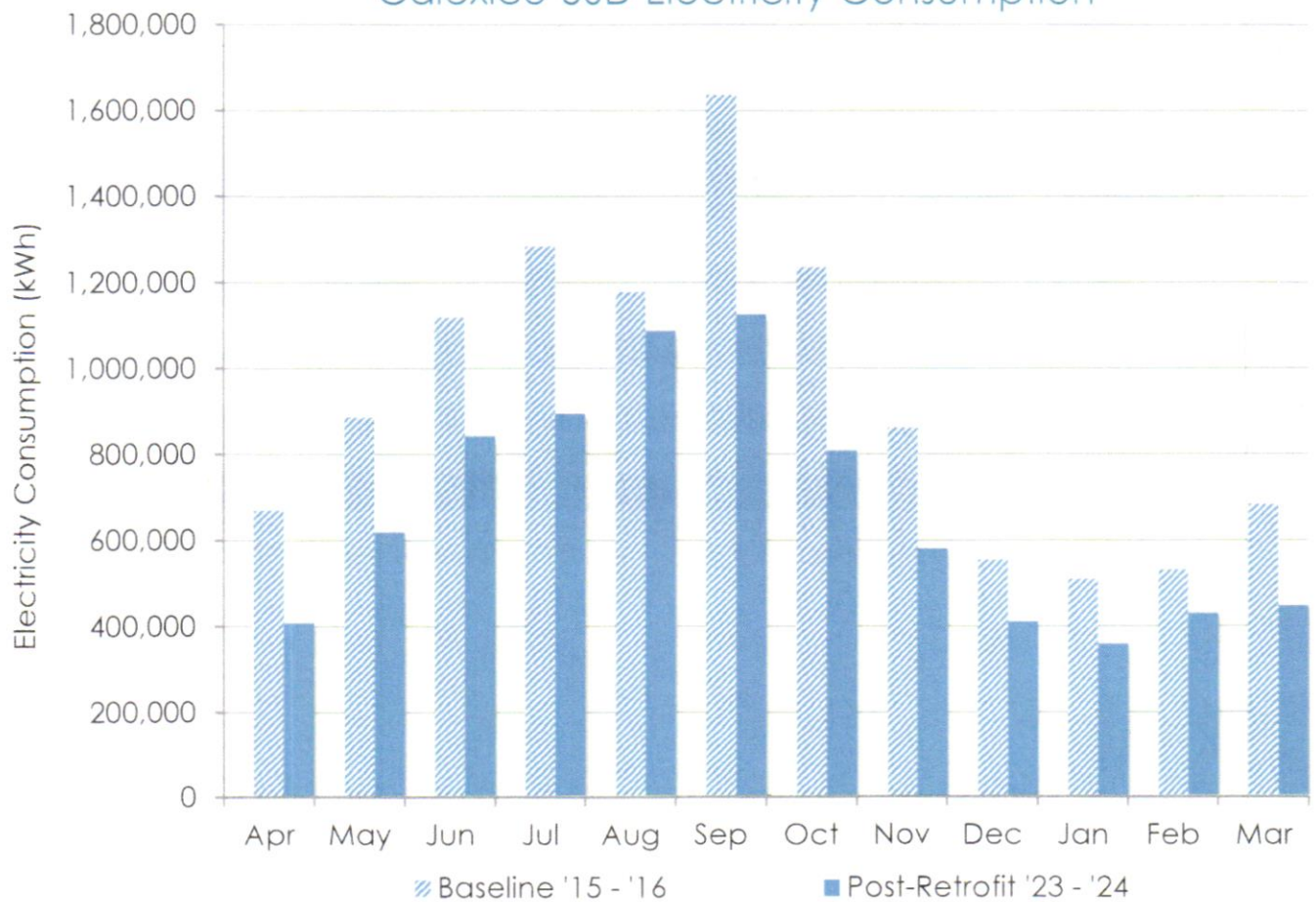
YEAR SIX ENERGY SAVINGS %



Baseline Energy Profile		
Bill Period	Energy Consumption (kWh)	Energy Expense (\$)
Apr-16	671,170	\$129,123
May-16	887,610	\$166,813
Jun-16	1,120,060	\$209,344
Jul-15	1,284,980	\$234,088
Aug-15	1,178,280	\$214,396
Sep-15	1,637,270	\$295,610
Oct-15	1,237,150	\$228,735
Nov-15	862,530	\$164,582
Dec-15	555,420	\$107,380
Jan-16	510,680	\$99,449
Feb-16	532,400	\$103,389
Mar-16	684,260	\$131,197
Totals:	11,161,810	\$2,084,105

Post-Retrofit Energy Profile		
Bill Period	Energy Consumption (kWh)	Energy Expense (\$)
Apr-23	408,180	\$81,776
May-23	618,900	\$120,449
Jun-23	841,990	\$158,691
Jul-23	894,420	\$167,931
Aug-23	1,086,960	\$201,511
Sep-23	1,125,110	\$210,903
Oct-23	807,710	\$154,881
Nov-23	580,250	\$115,452
Dec-23	410,620	\$84,499
Jan-24	359,090	\$75,763
Feb-24	429,891	\$86,157
Mar-24	447,428	\$89,016
Totals:	8,010,551	\$1,547,028

Calexico USD Electricity Consumption



Calexico USD Energy Guarantee History					
Category	Date Range	Energy (kWh) Savings		Cost Savings	
		Estimated	Achieved	Guaranteed	Achieved
Energy Savings Construction	Sep'17 - Mar'18	-	794,230	\$0	\$100,582
Energy Savings Year 1	Apr'18 - Mar'19	2,326,047	3,031,590	\$137,434	\$411,180
Operational Savings Year 1	Apr'18 - Mar'19	-	-	\$118,241	\$118,241
Energy Savings Year 2	Apr'19 - Mar'20	2,326,047	3,613,970	\$137,434	\$453,870
Operational Savings Year 2	Apr'19 - Mar'20	-	-	\$118,241	\$118,241
Energy Savings Year 3	Apr'20 - Mar'21	2,326,047	4,024,502	\$137,434	\$521,528
Operational Savings Year 3	Apr'20 - Mar'21	-	-	\$118,241	\$118,241
Energy Savings Year 4	Apr'21 - Mar'22	2,326,047	3,488,740	\$137,434	\$496,493
Operational Savings Year 4	Apr'21 - Mar'22	-	-	\$118,241	\$118,241
Energy Savings Year 5	Apr'22 - Mar'23	2,326,047	2,621,809	\$137,434	\$385,152
Operational Savings Year 5	Apr'22 - Mar'23	-	-	\$118,241	\$118,241
Energy Savings Year 6	Apr'23 - Mar'24	2,326,047	3,151,260	\$137,434	\$537,076
Operational Savings Year 6	Apr'23 - Mar'24	-	-	\$118,241	\$118,241
Cumulative Guarantee Performance Status:		13,956,282	20,726,101	\$1,534,050	\$3,615,327

Operational Conditions Impact Summary				
Year Six		kW	kWh	Cost
Gross Annual Energy Variation- As metered annual variation		5,665	3,151,260	-\$86,154
Utility Rates- Impact of changes in utility pricing tariffs		-	-	\$623,230
Weather - Impact of changes in local weather conditions		-	-	\$0
Facility Area & Shell- Impact of changes in conditioned square footage		-	-	\$0
HVAC Parameters- Impact of changes in HVAC settings and runtimes		-	-	\$0
Lighting Parameters- Impact of changes in lighting load and runtimes		-	-	\$0
Miscellaneous Equipment Parameters- Impact of changes in IT and plug loads		-	-	\$0
M&V Options A & B - Savings validated using isolated ECM analysis		-	-	\$0
ECM Installation- Net impact of ECM installations		5,665	3,151,260	\$537,076

All Baseline Adjustments are made in accordance to the International Performance Measurement and Verification Protocol (IPMVP EVO 10000-1:2022). All sites electric savings are validated according to IPMVP Option C. Other IPMVP protocols may be applied as appropriate in the future.

Measurement and Verification Boundary				
Location	Utility	Account #	Meter #	Tariff
District Office	IID	50029528	ASSD3-253DKS-10196	GS
District Office	IID	50031187	IID-5D3DKS-100096	GS
District Office	IID	50201224	IID-5Y3DKS-100500	GS
Aurora HS	IID	50029647	IID-5Y3DKS-101330	LGS
Aurora HS	IID	50029343	IID-5Y3DKS-100458	GS
Aurora HS	IID	50029566	IID-5Y3DKS-102215	GS
Calexico HS	IID	50029413	IID-5Y3DKS-101356	LGS
Calexico HS	IID	50029405	IID-5Y3DKS-101343	LGS
Calexico HS	IID	50029386	ASSY3-322DKS-10483	LGS
Calexico HS	IID	50029397	ASSY3-318DKS-10478	LGS
Calexico HS	IID	50029656	IID-5Y3DKS-101061	GS
Calexico HS	IID	50029573	ASSYS-323DKS-10484	GS
Calexico HS	IID	50426006	IID-5Y3DKS-102028	GS
Calexico HS	IID	50143929	ASSY3-248DKS-10403	GS
Calexico HS	IID	50172850	IID-2B6DKS-100236	GS
Cesar Chavez ES	IID	50221114	IID-5Y3DKS-101408	LGS
De Anza Academy	IID	50029479	AP5Y3-8DKS-10029	LGS
De Anza Academy	IID	50029582	IID-5Y3DKS-100676	LGS
De Anza Academy	IID	50199556	IID-5Y3DKS-100222	GS
De Anza Academy	IID	50029470	IID-5Y3DKS-101047	GS
De Anza Academy	IID	50029589	IID-5Y3DKS-102236	GS
Dool ES	IID	50029450	ASSY3-382DKS-10457	GS
Dool ES	IID	50029459	IID-5D3DKS-100340	GS
Dool ES	IID	50029597	IID-2B6DKS-100360	GS
Dool ES	IID	50172852	AS2B5-95DKS-10503	GS
Enrique Camarena JHS	IID	50339350	IID-5Y3DKS-101951	LGS
Jefferson ES	IID	50558818	IID-5Y3DKS-101023	LGS
Jefferson ES	IID	50029666	IID-2B6DKS-100650	GS
Jefferson ES	IID	50377410	IID-5Y3DKS-101059	GS
Kennedy Gardens ES	IID	50029509	ASSY3-306DKS-10465	LGS
Kennedy Gardens ES	IID	50029679	ASSY3-90DKS-10716	LGS
Mains ES	IID	50029501	IID-5Y3DKS-101358	LGS
Mains ES	IID	50029697	ASSY3-292DKS-10451	GS
Mains ES	IID	50358520	IID-5Y3DKS-102242	GS
Mains ES	IID	50029642	IID-2B6DKS-100150	GS
Rockwood ES	IID	50029365	IID-5Y3DKS-100870	LGS
Rockwood ES	IID	50029354	IID-5DY3B-200581	GS
Rockwood ES	IID	50238123	IID-5Y3DKS-100627	GS
Rockwood ES	IID	50641433	IID 5Y3DKS-102954	GS
William Moreno JHS	IID	50086830	IID-5Y3DKS-101357	LGS
William Moreno JHS	IID	50172581	ASSY3-310DKS-10470	LGS



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Agenda Item No. D-6

DATE SUBMITTED 11/4/25
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 11/4/25

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. Adopt Plans and Specifications and Authorize Public Bidding for the 2025 City of Imperial Wastewater Treatment Plant Demolition Project; Bid-2025-19	
DEPARTMENT INVOLVED: Public Services	
BACKGROUND/SUMMARY: The City of Imperial wastewater treatment plant underwent major upgrades in 2021 to provide a membrane bioreactor (MBR) activated sludge process. Due to budget constraints at the time, the improvements excluded replacement of the existing influent lift station (headworks). A Preliminary Engineering Report was prepared by WEBB/AQUA, dated July 22, 2025. The report recommends Option 2, which would allow the city to keep the existing office structure in place. This demolition project would prepare the site for the installation of the new headworks. The project also includes the installation of a modular office building for use by staff during the demolition and eventual remodeling of the existing office building. The project will bid in accordance with the Public Contract Code (PCC). The project plans and specifications will be on file with the City Clerk at City Hall located at 420 S. Imperial Ave, Imperial, CA 92251.	
FISCAL IMPACT: NOT TO EXCEED Funds to cover associated costs will be expended from enterprise funds. Project is in the FY 25-26 Capital Improvement Plan. CIP Project No. 849, Wastewater Treatment Plant Demolition, \$500,000	FINANCE INITIALS <u>JMS</u>
STAFF RECOMMENDATION: approve request	DEPT. INITIALS <u>JMS</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>atm</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	



TECHNICAL MEMORANDUM

TO: David Dale, PE, PLS, Public Services Director, City of Imperial
Jenell Guerrero, Public Services Manager, City of Imperial
Chris Kemp, Chief Wastewater Operator, City of Imperial

FROM: Justin Logan, PE, Principal, AQUA Engineering
Mitchell Weldon, PE, Project Manager, AQUA Engineering

DATE: July 22, 2025

SUBJECT: Preliminary Engineering Report – Imperial WWTP Influent Pump Station

PROJECT NO.: 002857.C

This report memorializes existing conditions, design guidelines, potential options, and final recommendation for the City of Imperial (Imperial) Wastewater Treatment Plant (WWTP) influent pumping facility upgrade. WEBB/AQUA recommends a dry-pit pumping facility utilizing the basement of the existing sludge pumping building. We conclude by presenting implications for construction sequencing and commissioning.

INTRODUCTION

Background

The City of Imperial owns and maintains the Imperial wastewater treatment plant, located at 701 E 14th St, in the north end of the city along its eastern boundary. The facility discharges under NPDES Permit CA0104400.

The plant underwent major upgrades in 2021 to provide a membrane bioreactor (MBR) activated sludge process. Due to budget constraints, 2021 improvements excluded replacement of the existing influent lift station. Figure 1 shows the location of the existing pump station and associated electrical house (e-house) on the wastewater plant site.

Imperial is pursuing a new influent pumping facility for several purposes:

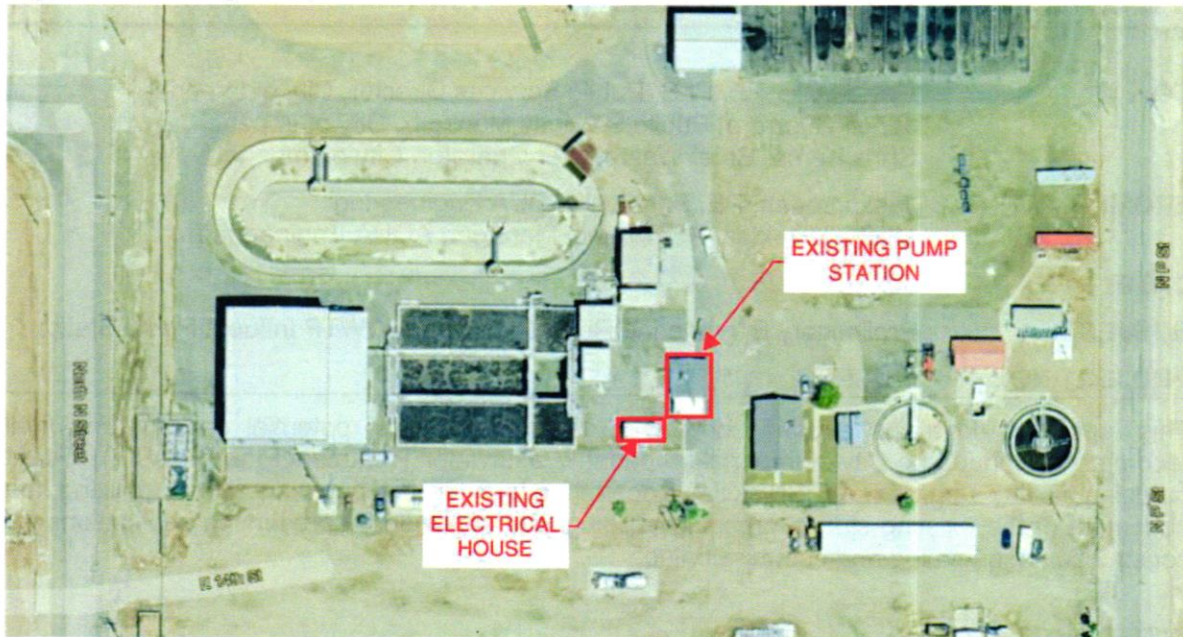
- Increase process hydraulic capacity
- Improve influent screening to protect influent pumps and downstream equipment
- Improve system redundancy and reliability
- Align with current operational requirements
- Provide a low maintenance profile and convenient access for maintenance activities
- Minimize, contain, and treat foul air to reduce odors from raw wastewater

Report Objectives

This Preliminary Engineer Report (PER) addresses the following objectives:

- Identify key infrastructure constraints
- Outline options for new plant lift station
- Provide cost estimates for Project options
- Outline critical construction sequencing and commissioning approaches

Figure 1. Existing Pump Station and E-House on Wastewater Plant Site



CURRENT CONDITIONS ANALYSIS

Current Deficiencies

The current influent pump station and downstream headworks have encountered several major concerns:

- The current pump station is the facility's hydraulic bottleneck.
- Due to a lack of screening, rags impact influent pumps and have damaged downstream fine screening units. Figure 2 shows damage to the perforated plate underneath one unit's auger.
- Hydrogen sulfide (H₂S) release and high chloride levels corrode downstream infrastructure.
- Collection system diversion manholes upstream of the existing pump station have deteriorated significantly.
- Access to existing pumps and wetwell is limited by the existing building design.

Design Flows

Equipment will be sized to handle current and future flows:

- Current Average Day flow: 2.4 MGD
- Current Peak Hour Flow: 5.3 MGD
- Future Average Day Flow: 3.0 MGD
- Future Peak Hour Flow: 6.3 MGD



Designing for future flows primarily impacts equipment, pump, and pipe sizing as well as the design of hydraulic structures (channels, wetwell). Electrical equipment must be adequately sized to handle future power demands.

Figure 2. Damage to Fine Screening Unit



Existing Connections

Flow enters the existing wetwell from several directions:

- To the south, a series of manholes diverts flows from several sewer lines. It appears these manholes are severely deteriorated, and it is assumed the project will re-route influent sewer around these manholes.
- To the east, two 24-inch interceptors converge in a common manhole, with flow directed in a single line west to the wetwell. This east invert is the deepest invert into the wetwell, per available information.
- To the north, an 8-inch filtrate line enters the wet well. This line currently accepts all percolation water for the existing drying beds, the centrate water from the dewatering system, and flows from the dewatering building drains.

Existing force main piping to the fine-screening facility includes buried 14-inch C-900 PVC and an exposed ductile iron pipe (DIP) header outside of the fine screening building. At a future 6.3 mgd peak hour flow, pipe velocities in 14-inch pipe would exceed 9 FPS. With a preferred velocity below 5 FPS, upsizing of piping will be necessary. Bypass pumping will be required to finalize interconnections with new piping.

Geotechnical

A geotechnical study was completed by Landmark Consultants, Inc. on April 30, 2025. Key findings include the following considerations:



- Bores encountered groundwater at depths of 9-ft. A dewatering system will be required during construction. The structure must be designed to resist flotation.
- Structural engineering must incorporate seismic design criteria for a Site Class D with S_1 value of 0.65.
- Overexcavation of 2-ft is required for below grade structures, with subgrade replaced by drainage rock covered with a geotextile filter fabric.
- Severe sulfate ion concentrations necessitate the use of a Type V cement.
- A concrete mix design with minimum 4500 psi compressive strength is required.
- Chloride ion concentrations are also severe. No metallic water pipes or conduits should be placed below foundations.
- A 4-inch edge distance to reinforcing bar within concrete should be maintained, otherwise embedded steel components shall be epoxy coated for corrosion protection.

In general, geotechnical observations do not differ from previous understanding of site soil conditions. Site soils are corrosive – buried infrastructure must be appropriately selected and adequately protected to ensure a long service life.

DESIGN GUIDELINES FOR SCREENING AND PUMPING

The following subsections detail design considerations common to the development of both headworks facility options.

Materials of Construction

High chlorides and hydrogen sulfide in Imperial's influent wastewater contribute to accelerated corrosion of metals. Influent testing has yielded the following concentrations:

<u>Ion</u>	<u>Reading 1</u>	<u>Reading 2</u>
Chloride	310 mg/L	380 mg/L
Sulfide	30 mg/L	34 mg/L

For all metal fabrications, appropriate alloys must be selected to avoid rapid corrosion. 304 stainless steel suffices for chloride levels below 100 mg/L but experiences "pitting" above this concentration, which has been observed at the treatment facility. Therefore, stainless steel shall be at minimum 316, which better resists chloride pitting due to the addition of 2-3% molybdenum. During final design, Webb/AQUA will evaluate critical components for available material selections that offer corrosion protection exceeding that of 316 SS (e.g. duplex stainless steel).

Within the wet well and screening facility, nonmetallic options shall be provided when appropriate:

- FRP covers for screening channels and wetwell
- Vinyl ester unistrut for conduit support

Screening

Design of new screening facilities, prior to influent pumps, should adhere to the following requirements:

- Screening must remove solids to reduce pump ragging and adequately protect downstream equipment.



- Recommend screening openings of ¼-inch
- Screening must have built-in redundancy.
 - Two units are recommended, each sized at 100% of flow. For the design flows and other constraints, upsizing from 50% to 100% redundancy does not appreciably increase project cost.
 - Provide a passive overflow channel with manual bar screen in case of failure of both screens.
- Screening must provide for convenient disposal of solids
 - Screenings must discharge at grade level for ease of subsequent hauling.
 - Compactor unit provided to reduce total disposal volume and decrease required hauling frequency.
- Screening facilities must minimize resulting odors:
 - Screening unit will include washer and compactor to return excess organics to the influent wet well. Washing of screenings will reduce odors.
 - Screening channels and downstream wetwell shall be covered. An odor control system shall remove air from beneath the covers and scrub it prior to release to atmosphere.
- Protection of exposed infrastructure
 - Provide a metal awning with siding on the west side to protect equipment from accelerated UV degradation, dust, and debris.

Pumping

WEBB/AQUA recommends that pump design adhere to the following guidelines:

- Design pumps to be solids-handling. While upstream screening will reduce ragging concerns, there is a chance of solids agglomeration in the wet well.
- Provide N+1 redundancy to maintain system operation in the case of a single pump failure.
- Select pump materials appropriate for corrosive service:
 - Stainless steel impeller recommended in lieu of cast iron.
 - Heavy-duty external coatings for submersible pumps
 - WEBB/AQUA is aware of abrasive materials (grit) in the influent. Excess abrasives may justify a different material selection for the impeller. Final material selections will be made in consultation with pump manufacturers.
- Operate pumps on variable frequency drives to reduce pump starts and minimize wastewater detention times in the wetwell.

Corrosion Protection

To protect downstream equipment (fine screens) from corrosion, the following equipment is recommended:



- Channel and wetwell covers
- Odor control system
- Wetwell aeration
- Coatings

Developed design options include an odor control system to scrub foul air from underneath screening channel and wetwell covers. The system will use either a carbon media scrubber or biotrickling filter to reduce potential facility odors. By exchanging air at the interface with raw sewage, the system will also encourage further H₂S volatilization and removal.

A coarse bubble aeration system is also proposed to provide several benefits:

- Wetwell mixing to promote volatilization of H₂S and subsequent removal by the odor control system.
- Addition of oxygen to mitigate anaerobic conditions which favor the bacteria that reduce sulfate to sulfide
- Promotion of sulfur-oxidizing bacteria to convert aqueous sulfides to sulfate ions.

The City of Imperial has recently purchased a Fog Log (Risen Water) aerator for use in H₂S reduction in the collection system. The vendor recommends 2 Fog Log units to adequately mix the proposed wetwell.

Finally, concrete and piping will have appropriate coatings to resist sulfide corrosion. WEBB/AQUA recommends a 100% solids thick film coating for the concrete exposed to the interior airspace of the screening facility (Tnemec Perma-Glaze Series G435 or equal).

Screening Vault Requirements

Influent sewer depths necessitate a below-ground structure for screening channels and the pump wetwell. Several ancillary building design recommendations are summarized below:

- Minimize equipment placed below grade. Motors, control panels, and other equipment should be placed above grade to reduce exposure to a corrosive environment.
- Provide improved maintenance access to wetwell:
 - Stairwell to screening floor
 - Improved clearances within screening floor
 - FRP cover system with hoists to remove panels for unobstructed wetwell access.
- Provide exhaust fans and supply vents to reduce humidity and remove gases that have bypassed channel covers and the odor control system. Ventilation design may provide continuous ventilation or only when personnel are present.
- Provide combustible gas detectors (CGDs) to comply with NFPA 820.
- Provide a metal awning to cover critical equipment at grade level. The awning will reduce UV exposure and provide a more comfortable work environment for maintenance activities. Provide siding on the west side of the awning to protect equipment from afternoon sun as well as prevailing winds and associated debris.



OPTION 1 – SUBMERSIBLE PUMPS

Description

This option consists of a new screening facility and wetwell to be located at the Operations Building site. See Attachment 1 for a basic site plan, plan views, and section view of the concept.

The following points summarize the screening configuration:

- Influent sewer depths necessitate a below-grade screening floor. Three channels will direct influent wastewater to the wetwell.
- Two channels are screened by mechanical screening equipment, which discharge screenings to the upper level at grade.
 - The third channel has a manual bar screen and is normally isolated with an overflow weir gate, so that it only operates under emergency conditions.
- Per design guidelines above, the screens are sized such that each screen can independently handle the future peak hour flow (6.3 MGD). This approach will minimize bypass through the manual screen.

The screening channels discharge directly to the wetwell, which is preliminarily sized at 20'x8'x8'. Within the wetwell sit 4 submersible centrifugal, non-clog pumps. These pumps are sized for 3 duty, 1 standby (3+1) configuration to handle 6.3 MGD. The pumps will have discharge elbow bases and guide rails for retrieval. They can be retrieved from the wetwell using a monorail installed at grade level above the wetwell.

The screening channels and wetwell will be enclosed with FRP covers. The airspace underneath the covers will be ventilated to remove odors, with foul air passing through a carbon media or biological odor control system located at grade. Additionally, a type of aeration will be added to the influent channels or wet well to help reduce sulfides in the wastewater and strip them out of solution in an effort to reduce downstream corrosion potential. This will also be removed with the foul air to the odor control system.

Screenings will discharge at grade to washer/compactor units. Washing reduces organic content of screenings, with resulting benefits for odor control and screening volume.

Discharge piping from the pumps will exit the facility at the grade level and combine in an above-ground discharge header adjacent to the structure. The discharge line to the existing headworks will be buried and is preliminarily sized at 18-inches.

Equipment

For mechanical screening, a multi-rake screen was evaluated in the preliminary evaluation for the following reasons:

- Ability to convey solids to a high discharge point.
- High degree of inclination reduces horizontal footprint of the unit.
- Washer/compactor units are available as an integrated package.
- Multiple vendors are available to provide a competitive bidding process.



Odor control evaluated carbon media, chemical, and biological scrubbers. Preliminary evaluation yielded the following conclusions:

- Air stripping will be provided in the influent channels or wet well. This technology will be determined during the design phase.
- A chemical scrubber has increased maintenance profile and operating costs compared to the other options and is not considered further.
- A carbon media scrubber has a lower capital cost than a biological system but faces recurring costs of media replacement.
- A biological system (biotrickling filter) has large capital costs but recurring O&M expenses is limited to power and water.

Further evaluation and selection of odor control technology is anticipated during final design.

Site Constraints and Electrical Design Considerations

Option 1 necessitates full demolition of the existing Operations Building.

Due to its proximity to the new facility, the existing electrical house can be re-used for housing electrical and controls equipment. The existing PLC can be switched over to control the new pumps, with only minor modifications necessary to add control capabilities over the fourth proposed pump. Preliminary evaluation of power demands suggests the distribution panel feeding the existing e-house is of sufficient size to power new equipment for Option 1.

The three existing pump VFDs can also be maintained in the e-house. WEBB/AQUA recommends evaluating procurement of two new VFDs – one for the 4th pump, and an additional to facilitate pump clean water testing and switchover operations. During final design, the existing shelf spare VFD will be evaluated for use as one of the new VFDs required. Following switchover, two of the existing VFDs can be rewired one by one to the new pumps, and the final existing VFD can serve as a spare.

Cost

A preliminary cost estimate has been developed equivalent to AACE Level 3 “Budgetary” cost estimate. The expected range of accuracy for this level of cost estimate is -20% to +30%. The overall project cost (including design and construction management) with a 30% contingency is estimated at \$6,450,440. See Attachment 1 for a cost estimate broken out by division.

This cost includes an estimated cost for demolishing the Operations Building. WEBB/AQUA understands that Imperial will soon receive pricing for Operations Building removal – that pricing can then be figured into the City’s final evaluation.

OPTION 2 – DRY-PIT PUMPS

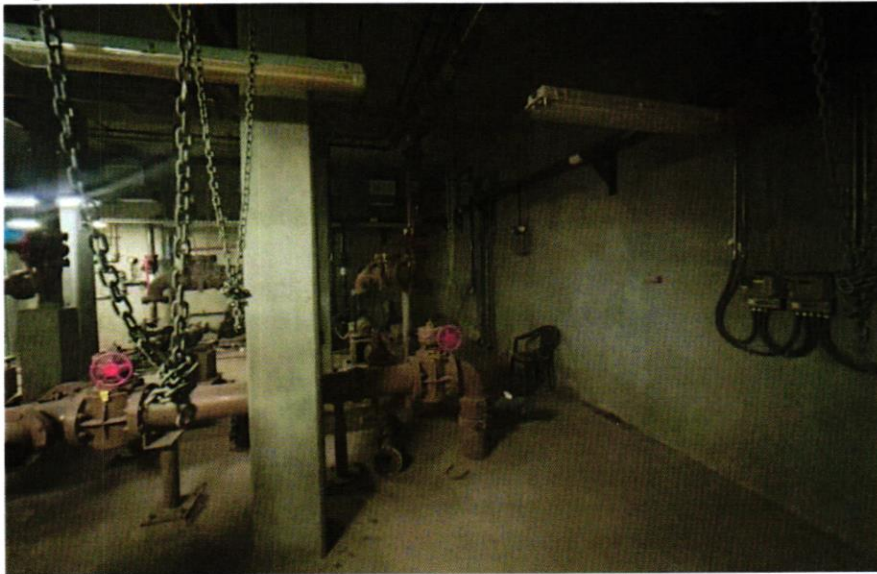
Description

Option 2 consists of a screening facility and wetwell similar to Option 1. However, this option offers a dry-pit pumping configuration, which will allow direct access to pumps and pump motors for regular maintenance activities. See Attachment 2 for a basic site plan, plan views, and section view of the concept.



To reduce the capital costs associated with a dry pit, WEBB/AQUA proposes siting the wetwell adjacent to the west side of the existing Sludge Pumping Building. The basement floor of the existing building would be used to house the dry pit pumps and discharge header. Figure 3 shows the wall adjacent to which the new pumps would be installed. Most equipment in the Sludge Pumping Building is no longer in use and can be removed to provide space for the dry pit pumps.

Figure 3. Existing Sludge Pumping Building Basement



By placing the new structure adjacent to the west side of the sludge pumping building, site demolition work should be minimized.

Other main differences compared to Option 1 are listed below:

- Demolition work will be required within the existing Sludge Pumping Building to remove piping and equipment that is no longer in use.
- WEBB/AQUA recommends upgrades to the existing HVAC system at the Sludge Pumping Building to ensure NFPA-compliant controls and alarming are in place. Some existing HVAC equipment is within the basement level, and it is recommended to replace this with equipment mounted on the exterior concrete lid.
- No monorail or grating on the top level of the screening facility is required for pump retrieval.
- Greater lengths of influent sewer piping and additional manholes will be required to route influent sewer to this location on site.
- Force main piping to the fine screens will be of greater length.

Equipment

Screening and odor control equipment remains the same as Option 1. Overall screening facility and wetwell sizing will be approximately the same.



Given sewer invert elevations, dry-pit pumps must be capable of pulling a suction lift. As such, a self-priming model is recommended. Pump impellers and volute design shall be non-clog to handle solids which bypass the coarse screens.

New, exterior-mounted HVAC equipment is recommended for the sludge pumping building basement, to provide sufficient air exchanges in accordance with NFPA 820 as well as cooling to condition the space during hot weather.

Site Constraints and Electrical Design Considerations

Option 2 does not require the demolition of the existing Operations Building. Demolition of the west secondary clarifier (Clarifier #1), including removal of below-grade concrete, is required. However, per City workshop held on May 30, 2025, this clarifier demolition is likely to be pursued in either case. Therefore, the cost of clarifier and associated infrastructure demolition is not considered in the evaluation of Option 2.

With the demolition of Clarifier #1, there are no known existing facilities that would substantially impact the installation of the new screening and wetwell structure.

The electrical room on the top floor of the sludge pumping building would house electrical and controls equipment for Option 2. Preliminary power demand evaluation suggests that the 300-amp service to this electrical room is adequate for the new equipment. However, if pump power requirements increase significantly above the initial estimate (25 hp per pump), a new breaker and larger wire to the service may be required. The pending removal of the UV equipment loading from this service will increase power available for the new equipment.

Compared to the e-house, Option 2 will require additional electrical and controls wiring. The existing PLC (for the now-defunct RAS, WAS, and NPW pump systems) may have a reusable cabinet, but it will require new internals. Per Chris Kemp, the existing Motor Control Center (MCC) is in good condition and has ample buckets for new equipment. Re-use of these two pieces of equipment is estimated to save \$30,000 in construction costs. The condition of other existing gear identified for potential reuse will be verified during final design.

Existing VFDs in the e-house could theoretically be moved and re-installed, but two new VFDs are likely required anyway for testing and startup (if the shelf spare VFD is installed, only one new VFD is required). The sequencing and switchover process adds additional complications – compared to an estimated \$20,000 per VFD panel, reuse of the existing VFDs may not be worth additional constructability concerns. WEBB/AQUA recommends acquiring four new VFDs (three if the existing shelf spare may be used) instead. These differences between Option 2 and Option 1 are reflected in greater estimated Option 2 EI&C costs.

Access modifications to the electrical room and stairwell to the sludge pumping building basement will be made so that access to the dry-pit pumps does not require access to the electrical room.

Cost

Compared to Option 1, major items reducing and increasing costs for Option 2 are presented below:



Cost Reduction

- No monorail for pump retrieval
- Reduced pump costs
- No demolition of Operations Building

Cost Increase

- + Demo work within Sludge Pump Building
- + HVAC upgrades to Sludge Pump Building
- + Additional electrical gear including VFDs
- + Additional controls work including new PLC internals and HVAC controls
- + Additional discharge header piping
- + Additional piping supports and coating
- + Additional influent sewer piping and manholes (deep trenching)
- + Additional force main piping

Estimated cost for this option (with 30% contingency) is **\$6,897,100**, or \$446,660 greater than Option 1. Increased costs are largely driven by the additional electrical and controls scope anticipated for this option.

RECOMMENDATION

Option 2, the dry-pit pumping arrangement is recommended for several reasons:

- (1) Equipment access: pumps and motors are accessible without hoisting from wet well.
- (2) Maintenance:
 - a. Ease of inspection and access promotes improved preventative maintenance.
 - b. Greater number of maintenance activities can be performed by operators on-site without need for shipping to a manufacturer's service shop.
 - c. Critical issues such as seal failure do not lead to total motor failure.
- (3) Avoids demolition of the existing Operations Building.

The operational advantages of Option 2 should be considered against the greater anticipated costs in guiding the City's final decision.

COMMISSIONING STRATEGY

A multi-step commissioning procedure will be implemented to ensure that new equipment is functioning properly before hand-over to Imperial staff is completed. Commissioning of equipment will proceed in three main steps:

- (1) Pre-commissioning work: activities to be completed before the Contractor is permitted to begin Commissioning. The intent is to test isolated equipment and components. Primary activities for this phase include:
 - a. Factory testing
 - b. Component and stand-alone equipment testing
 - c. Energization of electrical power distribution equipment
 - d. Pipe pressure testing
 - e. Loop testing
 - f. Operational Readiness Tests to verify that all parts of a system are in working order and functioning properly.
 - g. Draft O&M Manuals Submitted and Approved.



- (2) Phase 1 Commissioning: the first phase of Commissioning will include operator training as well as comprehensive testing with clean water.
 - a. The steps will include approval of Operational Readiness Tests and the Functional Acceptance Test (FAT).
 - b. The purpose of the FAT is to test all equipment, instruments and software as an integrated system using plant water wherever applicable.
 - i. The successful completion of the Functional Acceptance Test will allow the Contractor to request Operational Acceptance.
 - c. FAT tests will be conducted using clean water, which can then be recycled back to the wetwell.
- (3) Phase 2 Commissioning is designed to functionally test the facility as an integrated system under normal operating conditions using wastewater. The testing includes the Reliability Acceptance Test (RAT) that will be conducted over a period of time that demonstrates the operational reliability of the system.
 - a. For Coarse Screening and Influent Pumping, a 30-day RAT period is recommended.
 - b. Wastewater will be introduced by starting the bypassing and diversion process of the existing influent diversion manholes, with flow entering the new sewer piping to the influent screening channels.
 - c. After successful completion of the RAT and all Manufacturers' Certificates of Proper Operation have been submitted to Engineer, and after the Contractor has submitted all Operation and Maintenance Manuals, the Contractor may request the Owners' acceptance that the system is Substantially Complete.

CONSTRUCTION SEQUENCING

Evaluation of construction sequencing requirements is summarized below:

- Construction of the new screening and wetwell structure does not impact existing facilities and has no preceding tasks.
- New sewer and force main piping should be laid prior to switchover, apart from final interconnections .
- Temporary bypass pumping will be required when upsizing the force main discharge header to the fine screens.
- Temporary bypass pumping will be required during sewer line diversions, from a manhole upstream of the diversion point.
- If VFDs are reused, While the existing pump station and pump VFDs remains in operation, one or two new VFDs will first be installed for the new pumps. Clean water testing may occur using the pumps connected to the VFDs. Then, after flow has been diverted to the new pump station, switchover of existing VFDs may occur sequentially.
- If four new VFDs are provided, then clean water testing may occur using the complete set of pumps. Switchover will not require sequential reinstallation of VFDs.
- Following completion of the RAT, demolition activities at the existing pump station may begin.



FACILITY PERMITTING

Webb/AQUA recommends that the new pump station be considered as a replacement of existing facilities with no resulting change to the plant capacity. As a replacement, only a CEQA exemption would be required for the project.

When the City proposes to increase the permitted capacity of the Imperial WWTP and processes a permit amendment, Webb/AQUA will investigate if a CEQA document was prepared for the City's General Plan that would handle growth inducement impacts. If a CEQA document exists, the opportunity may exist to use it to satisfy the CEQA requirements relating to growth, and the CEQA document for the new pump station can simply address the localized impacts of construction.

ATTACHMENTS

- Attachment 1: Option 1 Site Plan, Mechanical Plan and Section, and Cost Estimate
- Attachment 2: Option 2 Site Plan, Mechanical Plan and Section, and Cost Estimate
- Attachment 3: "Limited Geotechnical Report, Proposed Headworks at Imperial WWTP. LCI Report No. LE25072." Landmark Consultants, Inc. April 30, 2025.

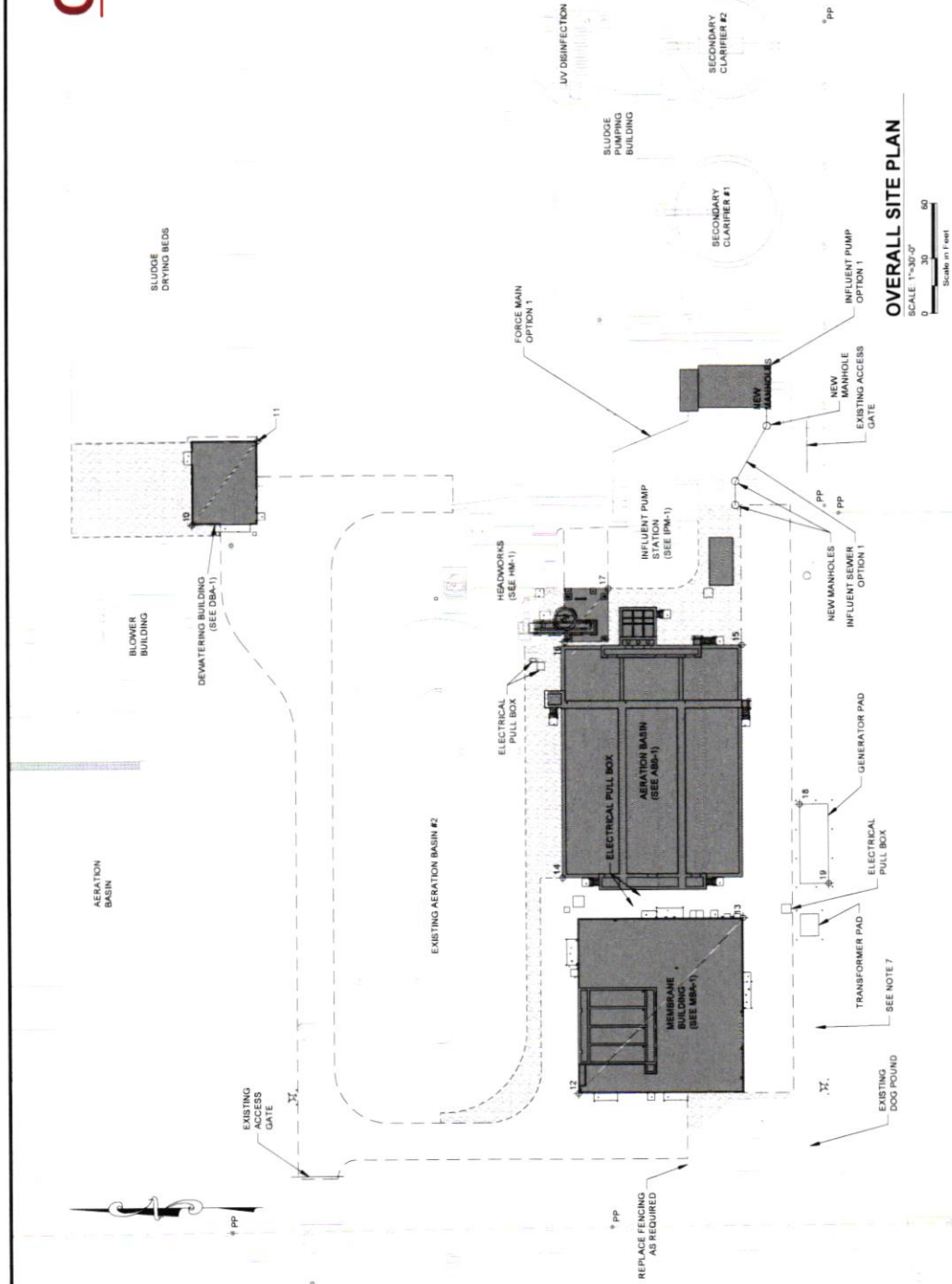


ATTACHMENT 1

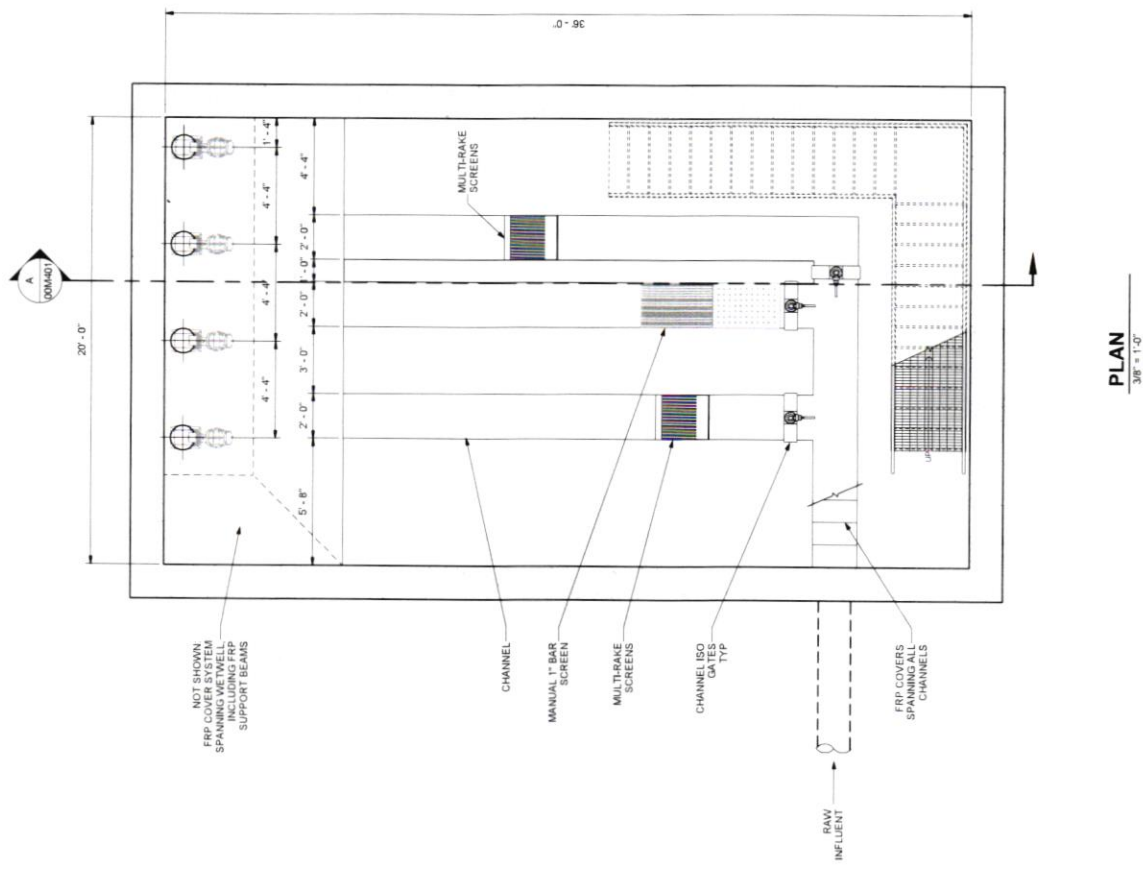
Option 1 Site Plan, Mechanical Plan and Section, and Cost Estimate



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OPTION 1



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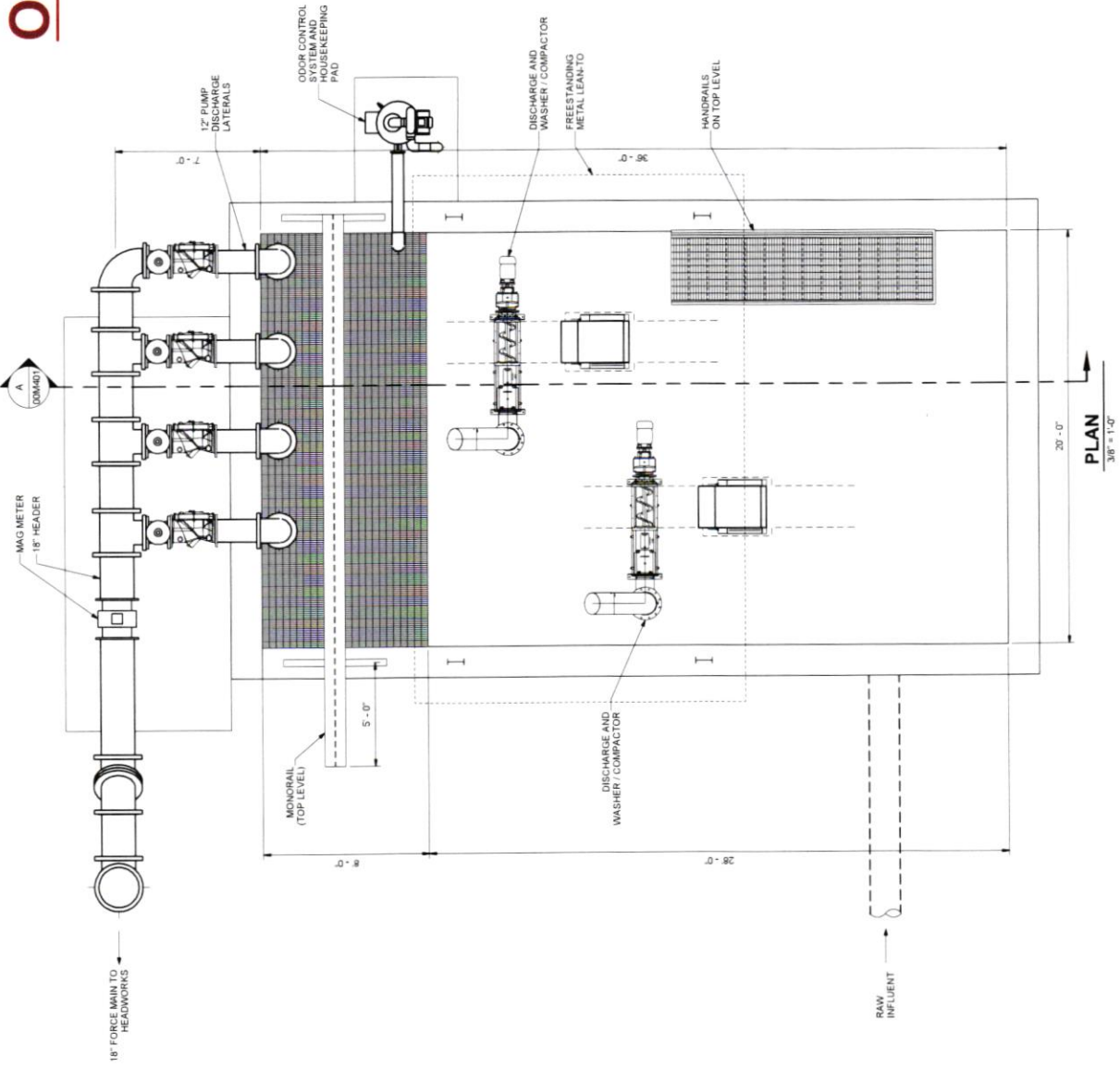
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OPTION 1



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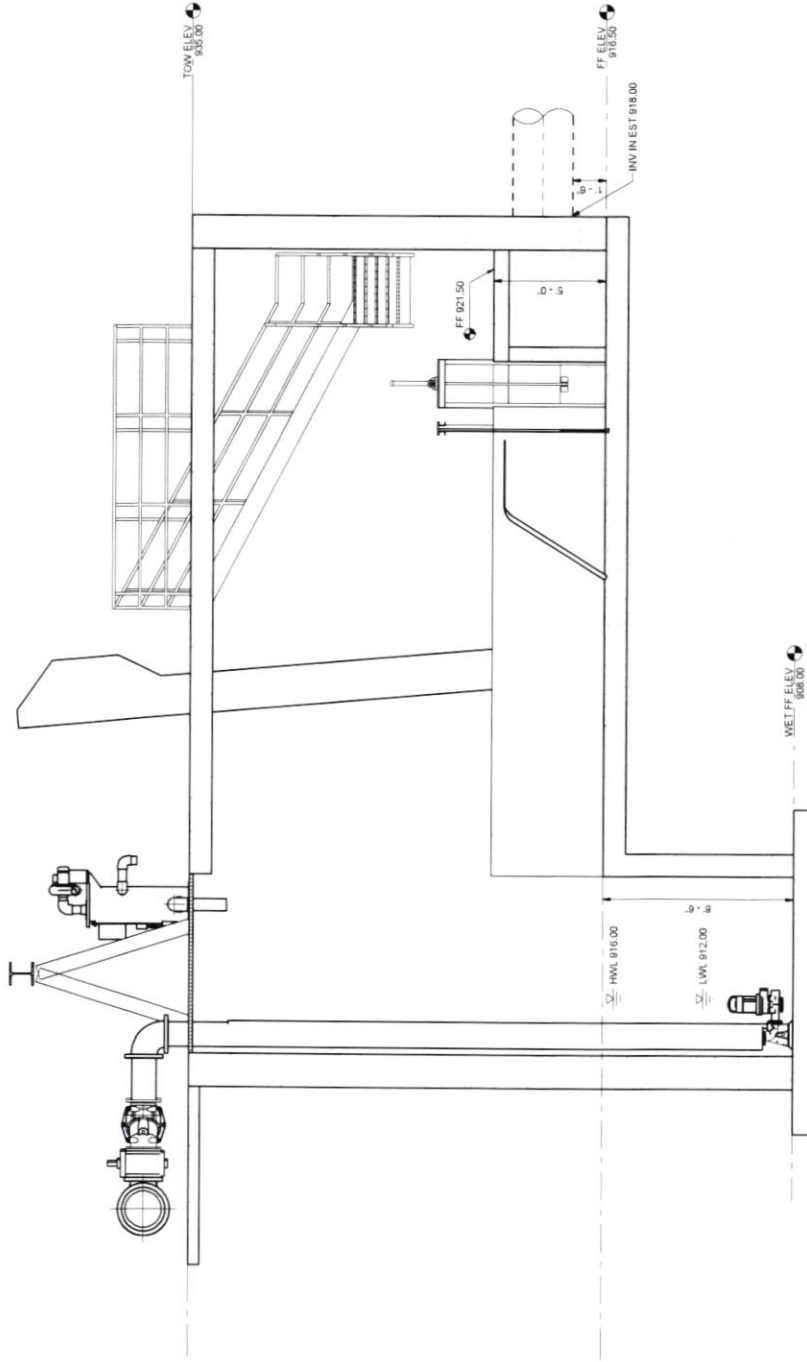
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OPTION 1



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Option 1 (Submersibles) Cost Estimate

Division	Cost, \$
Div. 2 Existing Conditions	\$53,430
Div. 3 Concrete	\$281,840
Div. 4 Masonry	\$0
Div. 5 Metals	\$96,800
Div. 6 Woods, Plastics, and Composites	\$81,000
Div. 7 Thermal and Moisture Protection	\$3,750
Div. 8 Openings	\$0
Div. 9 Finishes	\$115,000
Div. 10 Specialties	\$0
Div. 13 Special Construction	\$20,000
Div. 22 Plumbing	\$5,000
Div. 23 HVAC	\$21,500
Div. 26 Electrical	\$610,830
Div. 31 Earthwork/Civil	\$351,370
Div. 32 Exterior Improvements	\$150,850
Div. 33 Utilities	\$56,000
Div. 40 Process Integration	\$183,080
Div 41. Material Processing and Material Handling	\$44,620
Div. 43 Liquid and Solids Handling Equipment	\$456,810
Div 44. Pollution Control Equipment	\$55,000
Div 46. Water and Wastewater Equipment	\$1,078,050
SUBTOTAL A - Inflated	\$3,640,000
Div. 1 General Conditions (7.5%)	\$273,000
Bond/Insurance	\$54,600
Contingency (30%)	\$1,092,000
Contractor's Overhead & Profit (10%)	\$505,960
TOTAL CONSTRUCTION COST, 2023 DOLLARS	\$5,565,600
Engineering Planning and Design	\$417,420
Engineering Bidding and Construction	\$417,420
Materials Testing	\$50,000
TOTAL PROJECT COST, 2023 DOLLARS	\$6,450,440

ATTACHMENT 2

Option 2 Site Plan, Mechanical Plan and Section, and Cost Estimate

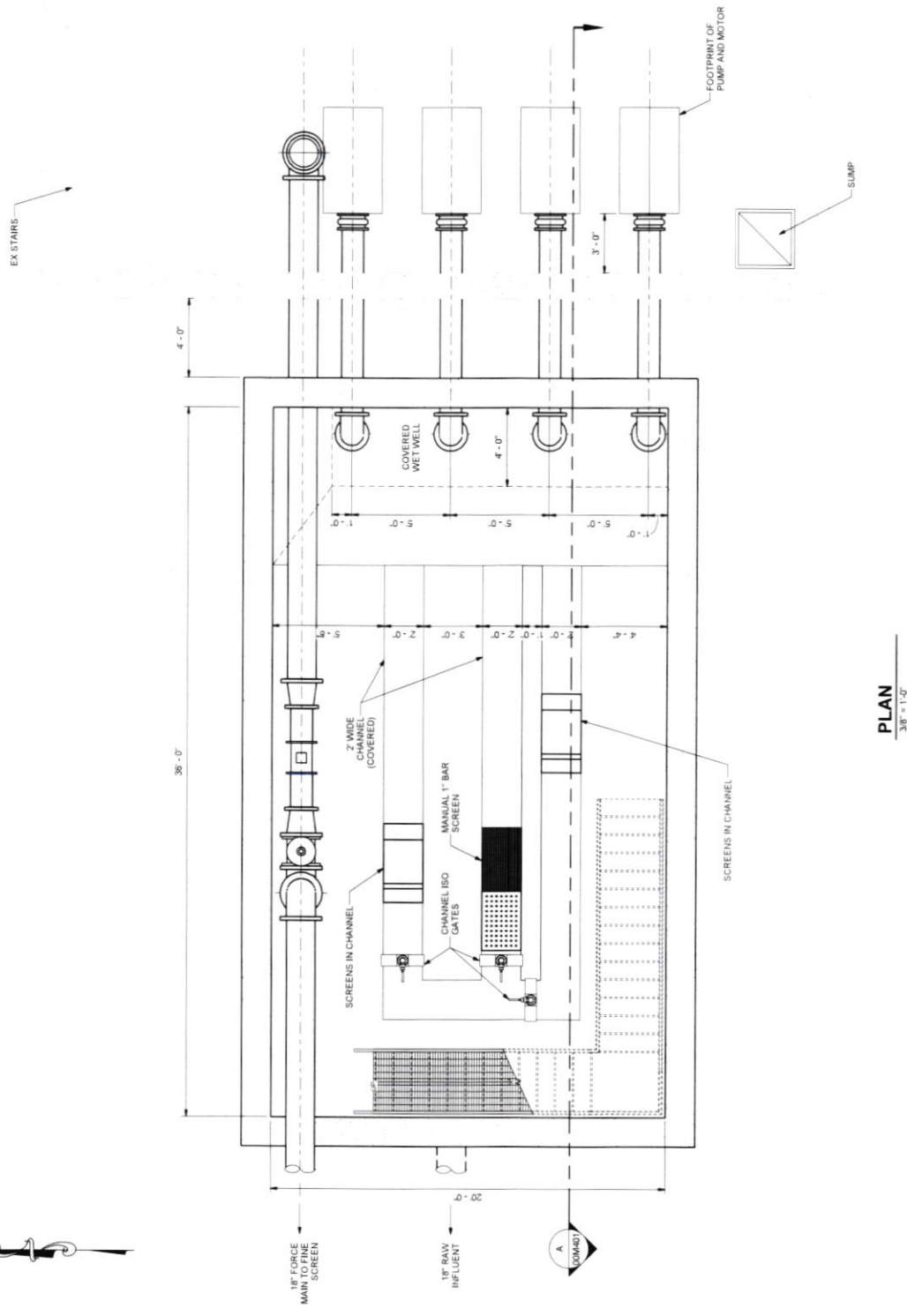


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Scale in Feet

OPTION 2



PLAN
3/8" = 1'-0"

IMPERIAL HEADWORKS CONCEPT
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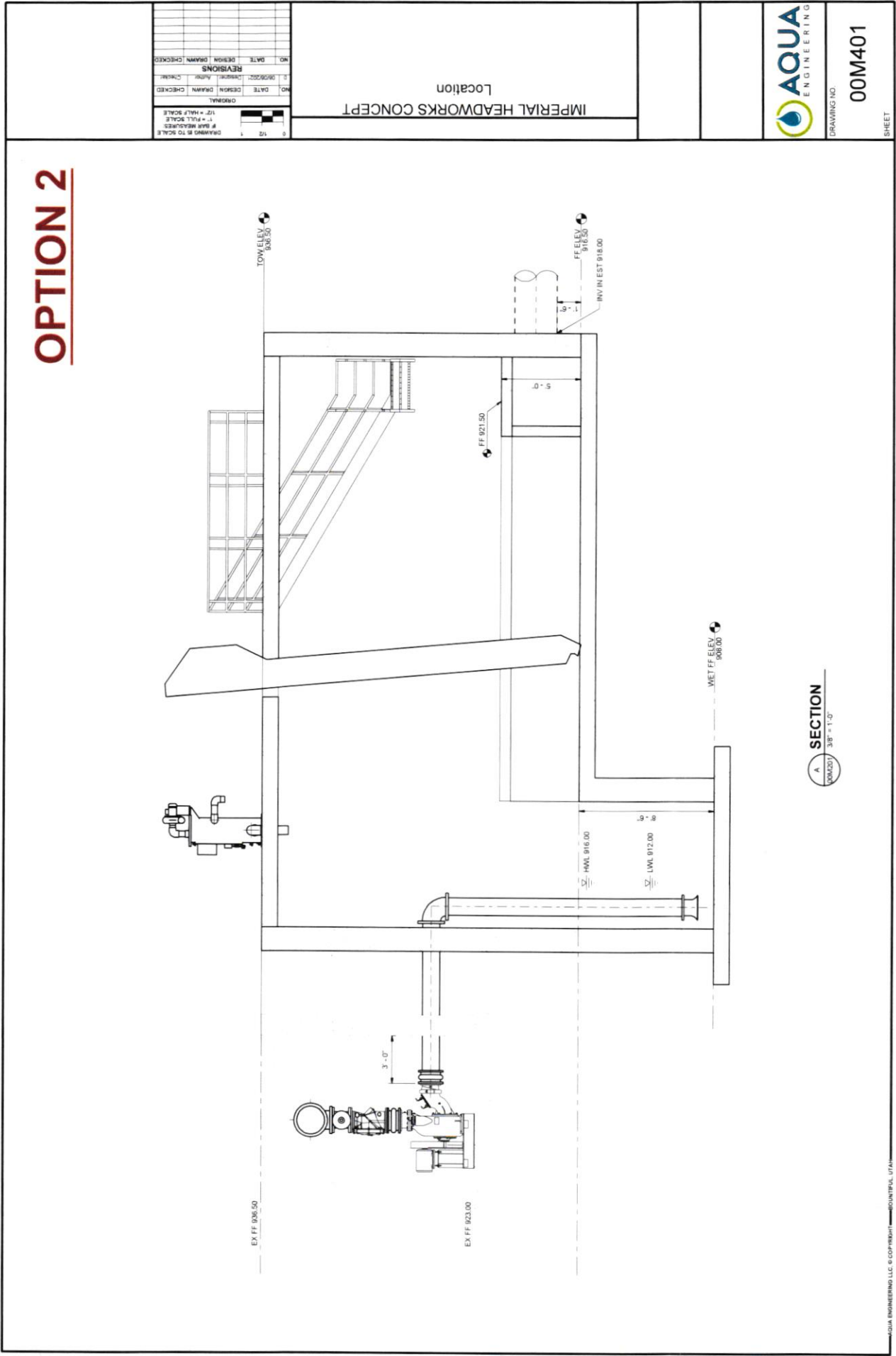
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OPTION 2



Option 2 (Dry Pit) Cost Estimate

Division	Cost, \$
Div. 2 Existing Conditions	\$52,970
Div. 3 Concrete	\$285,840
Div. 4 Masonry	\$0
Div. 5 Metals	\$96,800
Div. 6 Woods, Plastics, and Composites	\$81,000
Div. 7 Thermal and Moisture Protection	\$3,750
Div. 8 Openings	\$0
Div. 9 Finishes	\$120,000
Div. 10 Specialties	\$0
Div. 13 Special Construction	\$20,000
Div. 22 Plumbing	\$5,000
Div. 23 HVAC	\$41,500
Div. 26 Electrical	\$916,940
Div. 31 Earthwork/Civil	\$351,370
Div. 32 Exterior Improvements	\$150,850
Div. 33 Utilities	\$119,500
Div. 40 Process Integration	\$208,280
Div 41. Material Processing and Material Handling	\$4,620
Div. 43 Liquid and Solids Handling Equipment	\$302,500
Div 44. Pollution Control Equipment	\$55,000
Div 46. Water and Wastewater Equipment	\$1,078,050
SUBTOTAL A - Inflated	\$3,894,000
Div. 1 General Conditions (7.5%)	\$292,050
Bond/Insurance	\$58,410
Contingency (30%)	\$1,168,200
Contractor's Overhead & Profit (10%)	\$541,270
TOTAL CONSTRUCTION COST, 2023 DOLLARS	\$5,954,000
Engineering Planning and Design	\$446,550
Engineering Bidding and Construction	\$446,550
Materials Testing	\$50,000
TOTAL PROJECT COST, 2023 DOLLARS	\$6,897,100

ATTACHMENT 3

"Limited Geotechnical Report, Proposed Headworks at Imperial WWTP. LCI Report No. LE25072."
Landmark Consultants, Inc. April 30, 2025.



Limited Geotechnical Report

Proposed Headworks Imperial WWTP Imperial, California

Prepared for:

Albert A. Webb & Associates
3788 McCray Street
Riverside, CA 92506



Prepared by:



Landmark Consultants, Inc.
780 N. 4th Street
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(760) 370-3000

April 2025



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April 30, 2025

Mr. Brian Knoll, PE
Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506

Geotechnical Report
Proposed Headworks at Imperial WWTP
720 E. 14th Street
Imperial, California
LCI Report No. LE25072

Dear Mr. Knoll:

This geotechnical report is provided for design and construction of the proposed improvements to the existing Imperial Wastewater Treatment plant located at 720 E. 14th Street in northeast Imperial, California. Our geotechnical exploration was conducted in response to your request for our services. The enclosed report describes our soil engineering site evaluation and presents our professional opinions regarding geotechnical conditions at the site to be considered in the design and construction of the project.

This executive summary presents *selected* elements of our findings and professional opinions. This summary *may not* present all details needed for the proper application of our findings and professional opinions. Our findings, professional opinions, and application options are *best related through reading the full report*, and are best evaluated with the active participation of the engineer of record who developed them. The findings of this study are summarized below:

The findings of this study indicate that the site is, in general, predominantly underlain by stiff to very stiff silty clay/clay (CL-CH) to a depth of 41.5 feet. Interbedded sandy silt/silty sand (ML/SM) and clayey silt (ML) layers of about 5 to 8 feet were encountered at a depth of 3 to 8 feet, 14 to 22 feet and 33 to 38 feet below ground surface.

The clay soils are very aggressive to concrete and steel. Concrete mixes shall have a maximum water cement ratio of 0.45 and a minimum compressive strength of 4,500 psi (minimum of 6.25 sacks Type V cement per cubic yard).

All reinforcing bars, anchor bolts and hold down bolts shall have a minimum concrete cover of 4.0 inches unless epoxy coated (ASTM D3963/A934). Hold-down straps are not allowed at the foundation perimeter. No pressurized water lines are allowed below or within the foundations.

We did not encounter soil conditions that would preclude development of the proposed project provided the professional opinions contained in this report are considered in the design and construction of this project.

We appreciate the opportunity to provide our findings and professional opinions regarding geotechnical conditions at the site. If you have any questions or comments regarding our findings, please call our office at (760) 370-3000.

Respectfully Submitted,
Landmark Consultants, Inc.


Steven K. Williams, PG, CEG
Senior Engineering Geologist




Peter E. LaBrucherie, PE, GE
Principal Geotechnical Engineer



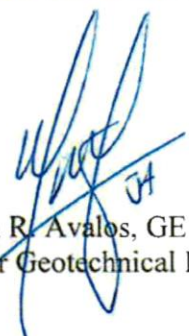

Julian R. Avalos, GE
Senior Geotechnical Engineer



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Appendices

APPENDIX A: Vicinity and Site Maps

APPENDIX B: Subsurface Soil Logs and Soil Key

APPENDIX C: Pipe Bedding and Trench Backfill Recommendations

Section 1
INTRODUCTION

1.1 Project Description

This report presents the findings of our geotechnical exploration and soil testing for the proposed improvements to the existing Imperial Wastewater Treatment plant located at 720 14th Street in northeast Imperial, California (See Vicinity Map, Plate A-1). The proposed improvements will consist of the removal of an existing clarifier and operations building, and the construction of an underground headworks structure which will consist of an approximate 30-foot deep concrete headworks structure.

Site development will include headworks excavations, underground utility installation including trench backfill and concrete foundation/wall construction.

1.2 Purpose and Scope of Work

The purpose of this geotechnical study was to investigate the upper 40 feet of subsurface soil at the proposed headworks site for evaluation of physical/engineering properties and liquefaction potential during seismic events. Professional opinions were developed from field and laboratory test data and are provided in this report regarding geotechnical conditions at this site and the effect on design and construction. The scope of our services consisted of the following:

- Field exploration and in-situ testing of the site soils at selected locations and depths.
- Review of the available literature and publications pertaining to local geology, faulting, and seismicity.
- Engineering analysis and evaluation of the data collected.
- Preparation of this report presenting our findings and professional opinions regarding the geotechnical aspects of project design and construction.

This report addresses the following geotechnical parameters:

- Subsurface soil and groundwater conditions
- Site geology, regional faulting and seismicity, near source factors, and site seismic accelerations
- Expansive soil and methods of mitigation
- Aggressive soil conditions to metals and concrete

Professional opinions with regard to the above parameters are provided for the following:

- Site grading and earthwork
- Foundation subgrade preparation
- Allowable soil bearing pressures and expected settlements
- Concrete slabs-on-grade
- Lateral earth pressures
- Excavation conditions and buried utility installations
- Mitigation of the potential effects of salt concentrations in native soil to concrete mixes and steel reinforcement
- Seismic design parameters

Our scope of work for this report did not include an evaluation of the site for the presence of environmentally hazardous materials or conditions, liquefaction, groundwater mounding, or landscape suitability of the soil.

1.3 Authorization

Mr. Brian Knoll of Webb Associates provided authorization by written agreement to proceed with our work on April 4, 2025. We conducted our work according to our written proposal dated April 4, 2025.

Section 2

METHODS OF INVESTIGATION

2.1 Field Exploration

Subsurface exploration was performed on April 8, 2025 using 2R Drilling of Ontario, California to advance one (1) boring to a depth of 41.5 feet below existing ground surface. A temporary piezometer pipe was placed to a depth of 20 feet below ground surface within this boring (B-1). An additional piezometer was placed north of the proposed headworks location (B-2). The borings/piezometers were advanced with a truck-mounted, CME 75 drill rig using 8-inch diameter, hollow-stem, continuous-flight augers. The approximate boring locations were established in the field and plotted on the site map by sighting to discernible site features. The boring locations are shown on the Site and Exploration Plan (Plate A-2).

A geotechnician observed the drilling operations and maintained logs of the soil encountered with sampling depths. Soils were visually classified during drilling according to the Unified Soil Classification System and relatively undisturbed and bulk samples of the subsurface materials were obtained at selected intervals. The relatively undisturbed soil samples were retrieved using a 2-inch outside diameter (OD) split-spoon sampler or a 3-inch OD Modified California Split-Barrel (ring) sampler. In addition, Standard Penetration Tests (SPT) were performed in accordance with ASTM D1586. The samples were obtained by driving the samplers ahead of the auger tip at selected depths using a 140-pound CME automatic hammer with a 30-inch drop. The number of blows required to drive the samplers the last 12 inches of an 18-inch drive depth into the soil is recorded on the boring logs as “blows per foot”. Blow counts (N values) reported on the boring logs represent the field blow counts. No corrections have been applied to the blow counts shown on the boring logs for effects of overburden pressure, automatic hammer drive energy, drill rod lengths, liners, and sampler diameter. Pocket penetrometer readings were also obtained to evaluate the stiffness of cohesive soils retrieved from sampler barrels. After logging and sampling the soil, the exploratory borings were backfilled with the excavated material. The backfill was loosely placed and was not compacted to the requirements specified for engineered fill.

After excavation of the borings, a 2-inch diameter PVC piezometer was installed in each boring for groundwater level readings. The piezometers consisted of 10 feet of slotted well screen (0.010 screen size) covered with a filter sock and 10 feet of solid riser pipe. The annular space was backfilled using the native auger cuttings. The piezometers were completed with traffic rated steel manhole covers and concrete aprons.

The subsurface log is presented on Plate B-1 in Appendix B. A key to the log symbols is presented on Plate B-2. The stratification lines shown on the subsurface log represent the approximate boundaries between the various strata. However, the transition from one stratum to another may be gradual over some range of depth.

2.2 Laboratory Testing

No laboratory tests were conducted for this investigation.

Section 3
DISCUSSION

3.1 Site Conditions

The Imperial Wastewater Treatment Plant facility is rectangular in plan view and is located at 720 E. 14th Street in northeast Imperial, California. The existing west clarifier and operations building will be removed to allow construction of the proposed headworks structure.

The MBR facility (built within the last 4 years) is located to the west of the proposed headworks structure location. An oxidation basin is located adjacent to the north side of the MBR facility location plant. Existing headworks, an aeration basin and influent pump stations are located adjacent to the east side of the MBR facility area. The existing operation building, clarifiers, sludge pumping station building and the UV disinfection structure are located at the southeast side of the wastewater plant. Sludge drying beds are located to the north side of the wastewater plant. Existing underground power lines and raw water supply lines cross the wastewater plant in east to west and north to south directions.

Adjacent properties are flat-lying and are approximately at the same elevation with this site. The Imperial Public Works maintenance yard and a 2.0 MG above ground treated water steel storage tank lies to the south side of the site. P Street and the Date Canal are located along the east side of the project site with agricultural land beyond. The Union Pacific Railroad tracks are located along the west side of the project site, with the Imperial Irrigation District Headquarters Yard and IID substation beyond. The Morningside Residential subdivision lies to the north side of the wastewater plant facility.

The project site lies at an elevation of approximately 65 feet below mean sea level (MSL) (El. 935 local datum) in the Imperial Valley region of the California low desert. The surrounding properties lie on terrain which is flat (planar), part of a large agricultural valley, which was previously an ancient lakebed covered with fresh water to an elevation of 43± feet above MSL. Annual rainfall in this arid region is less than 3 inches per year with four months of average summertime temperatures above 100 °F. Winter temperatures are mild, seldom reaching freezing.

3.2 Geologic Setting

The project site is located in the Imperial Valley portion of the Salton Trough physiographic province. The Salton Trough is a topographic and geologic structural depression resulting from large scale regional faulting. The trough is bounded on the northeast by the San Andreas Fault and Chocolate Mountains and the southwest by the Peninsular Range and faults of the San Jacinto Fault Zone. The Salton Trough represents the northward extension of the Gulf of California, containing both marine and non-marine sediments deposited since the Miocene Epoch. Tectonic activity that formed the trough continues at a high rate as evidenced by deformed young sedimentary deposits and high levels of seismicity. Figure 1 shows the location of the site in relation to regional faults and physiographic features.

The Imperial Valley is directly underlain by lacustrine deposits, which consist of interbedded lenticular and tabular silt, sand, and clay. The Late Pleistocene to Holocene (present) lake deposits are probably less than 100 feet thick and derived from periodic flooding of the Colorado River which intermittently formed a freshwater lake (Lake Cahuilla). Older deposits consist of Miocene to Pleistocene non-marine and marine sediments deposited during intrusions of the Gulf of California. Basement rock consisting of Mesozoic granite and Paleozoic metamorphic rocks are estimated to exist at depths between 15,000 - 20,000 feet.

3.3 Subsurface Soil

Subsurface soils encountered during the field exploration conducted on April 8, 2025 consist of dominantly stiff to very stiff silty clay/ clay (CL-CH) to a depth of 41.5 feet. Interbedded sandy silt/silty sand (ML/SM) and clayey silt (ML) layers of about 5 to 8 feet were encountered at a depth of 3 to 8 feet, 14 to 22 feet and 33 to 38 feet below ground surface.

The native surface clays likely exhibit moderate to high swell potential (Expansion Index, EI = 51 to 110) when correlated to Plasticity Index tests (ASTM D4318) performed on the native clays. The clay is expansive when wetted and can shrink with moisture loss (drying).

3.4 Groundwater

Groundwater was encountered in the borings at about 13 feet during the time of exploration but stabilized within the installed piezometers at approximately 9 feet below ground surface at Boring B-1 and 10 feet below ground surface at Boring B-2 on April 9, 2025, approximately 24 hours after installation. Dewatering should be anticipated for wet well construction and piping installed below a depth of 9 feet. There is uncertainty in the accuracy of short-term water level measurements, particularly in fine-grained soil. Groundwater levels may fluctuate with precipitation, irrigation of adjacent properties, drainage, and site grading. The referenced groundwater level should not be interpreted to represent an accurate or permanent condition. Our work scope did not include a groundwater surface mounding study resulting from applied landscape water.

3.5 Faulting

The project site is located in the seismically active Imperial Valley of southern California with numerous mapped faults of the San Andreas Fault System traversing the region. The San Andreas Fault System is comprised of the San Andreas, San Jacinto, and Elsinore Fault Zones in southern California. The Imperial fault represents a transition from the more continuous San Andreas fault to a more nearly echelon pattern characteristic of the faults under the Gulf of California (USGS 1990). We have performed a computer-aided search of known faults or seismic zones that lie within a 36-mile radius of the project site (Table 1).

A fault map illustrating known active faults relative to the site is presented on Figure 1, *Regional Fault Map*. Figure 2 shows the project site in relation to local faults. The criterion for fault classification adopted by the California Geological Survey defines Earthquake Fault Zones along active or potentially active faults. An active fault is one that has ruptured during Holocene time (roughly within the last 11,000 years). A fault that has ruptured during the last 1.8 million years (Quaternary time), but has not been proven by direct evidence to have not moved within Holocene time is considered to be potentially active. A fault that has not moved during Quaternary time is considered to be inactive. Review of the current Alquist-Priolo Earthquake Fault Zone maps (CGS, 2000a) indicates that the nearest mapped Earthquake Fault Zone is the Imperial fault located approximately 2.4 miles northeast of the project site.

3.6 General Ground Motion Analysis

The project site is considered likely to be subjected to moderate to strong ground motion from earthquakes in the region. Ground motions are dependent primarily on the earthquake magnitude and distance to the seismogenic (rupture) zone. Acceleration magnitudes also are dependent upon attenuation by rock and soil deposits, direction of rupture and type of fault; therefore, ground motions may vary considerably in the same general area.

2022 CBC General Ground Motion Parameters: The California Building Code (CBC) requires that a site-specific ground motion hazard analysis be performed in accordance with ASCE 7-16 Section 11.4.8 (ASCE, 2016) for structures on Site Class D with S_1 greater than or equal to 0.2 and Site Class E sites with S_s greater than or equal to 1.0 (CBC, 2023). **This project site has been classified as Site Class D and has a S_1 value of 0.65, which would require a site-specific ground motion hazard analysis.** However, ASCE 7-16 Section 11.4.8 Supplement 3 provides exceptions which permit the use of conservative values of design parameters for certain conditions for Site Class D and E sites in lieu of a site specific hazard analysis. The exceptions are:

- Site Class D sites: A ground motion hazard analysis is not required where the value of the parameter S_{MI} determined by Equation 11.4-2 is increased by 50% for all applications of S_{MI} in ASCE 7-16. The resulting value of the parameter S_{DI} determined by ASCE 7-16 Equation 11.4-4 shall be used for all applications of S_{DI} in ASCE 7-16.
- Site Class E sites: A ground motion hazard analysis is not required:
 - a. Where the equivalent lateral force procedure is used for design and the value of C_s is determined by ASCE 7-16 Equation 12.8-2 for all values of T , or
 - b. Where (i) the value of S_{ai} is determined by ASCE 7-16 Equation 15.7-7 for all values of T_i and (ii) the value of the parameter S_{DI} is replaced with $1.5S_{DI}$ in ASCE 7-16 Equation 15.7-10 and ASCE 7-16 Equation 15.7-11.

Based on the project site being classified as Site Class D, the structural engineer should increase the parameter S_{MI} provided in Table 2 by 50% for all applications of S_{MI} in ASCE 7-16. If a site-specific ground motion hazard analysis is required for the project, our office should be consulted to perform a site-specific ground motion hazard analysis. Design earthquake ground motion parameters are provided in Table 2.

The 2022 CBC general ground motion parameters are based on the Risk-Targeted Maximum Considered Earthquake (MCE_R). The Structural Engineers Association of California (SEAOC) and Office of Statewide Health Planning and Development (OSHPD) Seismic Design Maps Web Application (SEAOC, 2025) was used to obtain the site coefficients and adjusted maximum considered earthquake spectral response acceleration parameters. Design spectral response acceleration parameters are defined as the earthquake ground motions that are two-thirds ($2/3$) of the corresponding MCE_R ground motions. The Maximum Considered Earthquake Geometric Mean (MCE_G) peak ground acceleration adjusted for soil site class effects (PGA_M) value to be used for liquefaction and seismic settlement analysis in accordance with 2022 CBC Section 1803.5.12.2 is estimated at 0.84g for the project site.

3.7 Seismic and Other Hazards

- **Groundshaking.** The primary seismic hazard at the project site is the potential for strong groundshaking during earthquakes along the Imperial, Brawley, and Superstition Hills faults.
- **Surface Rupture.** The California Geological Survey has established Earthquake Fault Zones in accordance with the 1972 Alquist-Priolo Earthquake Fault Zone Act. The Earthquake Fault Zones consists of boundary zones surrounding well defined, active faults or fault segments. The project site does not lie within an A-P Earthquake Fault Zone; therefore, surface fault rupture is considered to be low at the project site.
- **Liquefaction.** Liquefaction is a potential design consideration because of underlying saturated sandy substrata. Although the Imperial Valley has not yet been evaluated for seismic hazards by the California Geological Survey seismic hazards zonation program, liquefaction is well documented in the Imperial Valley after strong seismic events (McCrink, et al, 2011 and Rymer et al, 2011). *The evaluation for the potential for liquefaction induced settlements at the site is not included in the scope of work for this project.*

Other Potential Geologic Hazards.

- **Landsliding.** The hazard of landsliding is unlikely due to the regional planar topography. No ancient landslides are shown on geologic maps of the region and no indications of landslides were observed during our site investigation.
- **Volcanic hazards.** The site is not located in proximity to any known volcanically active area and the risk of volcanic hazards is considered very low.

- **Tsunamis and seiches.** The site is not located near any large bodies of water, so the threat of tsunami, seiches, or other seismically-induced flooding is unlikely.
- **Flooding.** The project site is located in FEMA Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain (FIRM Panel 06025C1725C).
- **Expansive soil.** In general, much of the near surface soils in the Imperial Valley consist of silty clays and clays which are moderate to highly expansive. The expansive soil conditions are discussed in more detail in Section 3.3.

Section 4 **DESIGN CRITERIA**

4.1 Site Preparation

Clearing and Grubbing: All surface improvements, debris or vegetation including grass and weeds on the site at the time of construction should be removed from the construction area. Root balls should be completely excavated. Organic strippings should be stockpiled and not used as engineered fill. All trash, construction debris, concrete slabs, old pavement, landfill, and buried obstructions such as old foundations and utility lines exposed during rough grading should be traced to the limits of the foreign material by the grading contractor and removed under our supervision. Any excavations resulting from site clearing should be sloped to a bowl shape to the lowest depth of disturbance and backfilled under the observation of the geotechnical engineer's representative.

Below Grade Structures Site Preparation: The headworks structure is planned to be constructed at the location of the existing operations building and is anticipated to be founded at approximately 30 feet below existing grade. The subsurface silty clays at the proposed bottom of excavation are saturated; consequently, the subgrade has a high potential for pumping under equipment loads. Therefore, the subgrade for the new headworks structure should be overexcavated 24 inches and replaced with drainage rock (ASTM C33, Size 57 or 467). The bottom of the excavation should be covered with a geotextile filter fabric (Mirafi 180 or better) lapped at sides and ends in accordance with manufacture's installations guidelines. The 2.0 ft thick layer of drainage rock should be end-dumped onto the filter fabric and spread evenly by excavators or dozers. Upon completing placement of the drainage rock a small vibratory compactor (walk-behind or equivalent) should be used to densify the crushed rock layer. Following densification of the drainage rock, a second layer of filter fabric should be placed over the drainage rock.

Excavation for the headworks structure (approximately 30 feet depth) will encounter the groundwater table (9 feet bgs). Therefore, seepage and pumping subgrade conditions should be anticipated. An adequately designed dewatering system, such as well points or sumps, will be required to control groundwater seepage and prevent running ground conditions. During construction groundwater should be maintained a minimum of 2 feet below the bottom of the excavation. The responsibility for dewatering and selection of an appropriate system for dewatering is beyond the scope of this report.

Utility Trench Backfill: Prior to placement of utility bedding, the exposed subgrade at the bottom of trench excavations should be examined for soft, loose, or unstable soil. Loose materials at trench bottoms resulting from excavation disturbance should be removed to firm material. If extensive soft or unstable areas are encountered, these areas should be over-excavated to a depth of at least 2 feet or to a firm base and be replaced with additional bedding material.

Backfill Materials: Pipe zone backfill (i.e., material beneath and in the immediate vicinity of the pipe) should consist of a 4 to 8 inch bed of $\frac{3}{8}$ -inch crushed rock, sand/cement slurry (3 sack cement factor), and/or crusher fines (sand) extending to a minimum of 12 inches above the top of pipe. If crushed rock is used for pipe zone backfill for utilities, the crushed rock material should be completely surrounded by a non-woven filter fabric such as Mirafi 140N or equivalent. The filter fabric shall cover the trench bottom, sidewalls and over the top of the crushed rock. The filter fabric is recommended to inhibit the migration of fine material into void spaces in the crushed rock which may create the potential for sinkholes or depressions to develop at the ground surface.

Pipe bedding should be in accordance with pipe manufacturer's recommendations. Recommendations provided above for pipe zone backfill are minimum requirements only. More stringent material specifications may be required to fulfill local codes and/or bedding requirements for specific types of pipes. On-site soil free of debris, vegetation, and other deleterious matter may be suitable for use as utility trench backfill above pipe zone but may be difficult to uniformly maintain at specified moistures and compact to the specified densities. Native backfill should only be placed and compacted after encapsulating buried pipes with suitable bedding and pipe envelope material.

Compaction Criteria: Mechanical compaction is recommended; ponding or jetting should not be allowed, especially in areas supporting structural loads or beneath concrete slabs supported-on-grade, pavements, or other improvements. All trench backfill should be placed and compacted in accordance with recommendations provided above for engineered fill.

The pipe zone material (crusher fines, sand) shall be compacted to a minimum of 95% of ASTM D1557 maximum density. Pipe deflection should be checked to not exceed 2% of pipe diameter. Native clay/silt soils may be used to backfill the remainder of the trench. Soils used for trench backfill shall be placed in maximum 6-inch lifts (loose), compacted to a minimum of 90% of ASTM D1557 maximum density at a minimum of 4% above optimum moisture.

Imported granular material is acceptable for backfill of utility trenches. Granular trench backfill used in building pad areas should be plugged with a solid (no clods or voids) 2-foot width of native clay soils at each end of the building foundation to prevent landscape water migration into the trench below the building.

Backfill soil of utility trenches within paved areas should be uniformly moisture conditioned to a minimum of 4% above optimum moisture, placed in layers not more than 6 inches in thickness and mechanically compacted to a minimum of 90% of the ASTM D1557 maximum dry density, except that the top 12 inches shall be compacted to 95% (if granular trench backfill).

Observation and Density Testing: All site preparation and fill placement should be continuously observed and tested by a representative of a qualified geotechnical engineering firm. Full-time observation services during the excavation and scarification process is necessary to detect undesirable materials or conditions and soft areas that may be encountered in the construction area. The geotechnical firm that provides observation and testing during construction shall assume the responsibility of "*geotechnical engineer of record*" and, as such, shall perform additional tests and investigation as necessary to satisfy themselves as to the site conditions and the geotechnical parameters for site development.

Auxiliary Structures Foundation Preparation: Auxiliary structures such as free standing or retaining walls should have footings extended to a minimum of 30 inches below grade. The existing soil beneath the structure foundation preparation needed only to extend 18 inches below and beyond the footing.

4.2 Foundations and Settlements

Structural concrete mat foundations are suitable to support the headworks structure. The mats shall be founded on a layer of properly prepared and compacted soil as described in Section 4.1.

The relatively light headworks structure may use soil unloading as a means to control settlement. The general, in-situ soil load is approximately 120 pcf and by removing 30 feet of soil, 3,600 psf of foundation loading can be offset (e.g. a 5,000 psf foundation load can be reduced to 1,400 psf net soil loading).

The foundations may be designed using an allowable net soil bearing pressure of 3,000 psf when foundations are supported a minimum 20 feet below ground surface.

Flat Plate Structural Mats: Flat plate structural mats may be used to mitigate expansive soils at the project site. The structural mat shall have a double mat of steel (minimum No. 4's @ 12 inches O.C. each way – top and bottom) and a minimum thickness of 10 inches. Mat edges shall have a minimum edge footing of 12 inches width and 24 inches depth (below the building pad surface).

Structural mats may be designed for a modulus of subgrade reaction (Ks) of 50 pci when placed on compacted native soil or a subgrade modulus of 250 pci when placed on 24 inches of crushed rock (below grade structures).

Resistance to horizontal loads will be developed by passive earth pressure on the sides of footings and frictional resistance developed along the bases of footings and concrete slabs. Passive resistance to lateral earth pressure may be calculated using an equivalent fluid pressure of 250 pcf (300 pcf for imported sands or crushed rock) to resist lateral loadings. The top one foot of embedment should not be considered in computing passive resistance unless the adjacent area is confined by a slab or pavement. An allowable friction coefficient of 0.25 (0.35 for imported sands or crushed rock) may also be used at the base of the footings to resist lateral loading.

Foundation movement under the estimated static (non-seismic) loadings and static site conditions are estimated to not exceed 1 inch with differential movement of about two-thirds of total movement for the loading assumptions stated above when the subgrade preparation guidelines given above are followed.

4.3 Slabs-On-Grade

Structural Concrete: Structural concrete slabs are those slabs (foundations) that underlie structures or patio covers (shades). These slabs that are placed over native clay soil should be either a uniformly thick structural mats (10 inches or greater) or should be designed in accordance with Chapter 18 of the 2022 CBC and shall be a minimum of 5 inches thick due to expansive soil conditions. Concrete floor slabs shall be monolithically placed with the footings (no cold joints) unless placed on 3.0 feet of granular fill soil.

American Concrete Institute (ACI) guidelines (ACI 302.1R-15 Chapter 5, Section 5.2.3) provide recommendations regarding the use of moisture barriers beneath concrete slabs. The concrete floor slabs should be underlain by a 10-mil polyethylene vapor retarder that works as a capillary break to reduce moisture migration into the slab section. All laps and seams should be overlapped 6-inches or as recommended by the manufacturer. The vapor retarder should be protected from puncture. The joints and penetrations should be sealed with the manufacturer's recommended adhesive, pressure-sensitive tape, or both. The vapor retarder should extend a minimum of 12 inches into the footing excavations. The vapor retarder should be covered by 4 inches of clean sand (Sand Equivalent SE>30) unless placed on 3.5 feet of granular fill, in which case, the vapor retarder may lie directly on the granular fill with 2 inches of clean sand cover.

Placing sand over the vapor retarder may increase moisture transmission through the slab, because it provides a reservoir for bleed water from the concrete to collect. The sand placed over the vapor retarder may also move and mound prior to concrete placement, resulting in an irregular slab thickness. For areas with moisture sensitive flooring materials, ACI recommends that concrete slabs be placed without a sand cover directly over the vapor retarder, provided that the concrete mix uses a low-water cement ratio and concrete curing methods are employed to compensate for release of bleed water through the top of the slab. The vapor retarder should have a minimum thickness of 15-mil (Stego-Wrap or equivalent).

Structural concrete slab reinforcement should consist of chaired rebar slab reinforcement (minimum of No. 4 bars at 18-inch centers, both horizontal directions) placed at slab mid-height to resist potential swell forces and cracking. Slab thickness and steel reinforcement are minimums only and should be verified by the structural engineer/designer knowing the actual project loadings. All steel components of the foundation system should be protected from corrosion by maintaining a 4-inch minimum concrete cover of densely consolidated concrete at footings (by use of a vibrator). The construction joint between the foundation and any mowstrips/sidewalks placed adjacent to foundations should be sealed with a polyurethane based non-hardening sealant to prevent moisture migration between the joint. Epoxy coated embedded steel components (ASTM D3963/A934) or permanent waterproofing membranes placed at the exterior footing sidewall may also be used to mitigate the corrosion potential of concrete placed in contact with native soil.

Control joints should be provided in all concrete slabs-on-grade at a maximum spacing (in feet) of 2 to 3 times the slab thickness (in inches) as recommended by American Concrete Institute (ACI) guidelines. All joints should form approximately square patterns to reduce randomly oriented contraction cracks. Contraction joints in the slabs should be tooled at the time of the pour or sawcut ($\frac{1}{4}$ of slab depth) within 6 to 8 hours of concrete placement. Construction (cold) joints in foundations and area flatwork should either be thickened butt-joints with dowels or a thickened keyed-joint designed to resist vertical deflection at the joint. All joints in flatwork should be sealed to prevent moisture, vermin, or foreign material intrusion. Precautions should be taken to prevent curling of slabs in this arid desert region (refer to ACI guidelines).

Non-structural Concrete: All non-structural independent flatwork (sidewalks and housekeeping slabs) shall be a minimum of 4 inches thick and should be placed on a minimum of 4 inches of compacted (90%) concrete sand or aggregate base, dowelled to the perimeter foundations where adjacent to the building to prevent separation and sloped 2% (sidewalks) or 1 to 2% (housekeeping slabs) away from the building. A 15-mil polypropylene vapor barrier shall be placed over native soils prior to placing sand underlayment. Area slabs with shade structures shall have an 18-inch deep perimeter footing and shall have interior grade beams at 15 feet on center. Planters that trap water between sidewalks and foundations are not allowed.

A minimum of 24 inches of moisture conditioned (5% minimum above optimum) and 8 inches of compacted subgrade (85 to 90%) should underlie all independent flatwork. Flatwork which contains steel reinforcing (except wire mesh) should be underlain by a 10-mil (minimum) polyethylene separation sheet and at least a 2-inch sand cover. All flatwork should be jointed in square patterns and at irregularities in shape at a maximum spacing of 8 feet or the least width of the sidewalk.

4.4 Concrete Mixes and Corrosivity

Past projects at the project site have indicated severe levels of sulfate ion concentration (approximately 4,000 ppm). Sulfate ions in high concentrations can attack the cementitious material in concrete, causing weakening of the cement matrix and eventual deterioration by raveling. The following table provides American Concrete Institute (ACI) recommended cement types, water-cement ratio and minimum compressive strengths for concrete in contact with soils:

Concrete Mix Design Criteria due to Soluble Sulfate Exposure

Sulfate Exposure	Water-soluble Sulfate (SO ₄) in soil, ppm	Cement Type	Maximum Water-Cement Ratio by weight	Minimum Strength f'c (psi)
Negligible	0-1,000	–	–	–
Moderate	1,000-2,000	II	0.50	4,000
Severe	2,000-20,000	V	0.45	4,500
Very Severe	Over 20,000	V (plus Pozzolon)	0.45	4,500

Note: from ACI 318-11 Table 4.2.1

A minimum of 6.25 sacks per cubic yard of concrete (4,500 psi) of Type V Portland Cement with a maximum water/cement ratio of 0.45 (by weight) should be used for concrete placed in contact with native soil on this project (sitework including hardscape and foundations). Admixtures may be required to allow placement of this low water/cement ratio concrete. Thorough concrete consolidation and hard trowel finishes should be used due to the aggressive soil exposure.

The native soil (past projects) has very severe levels of chloride ion concentration (5,000 to 10,000 ppm). Chloride ions can cause corrosion of reinforcing steel, anchor bolts and other buried metallic conduits. Resistivity determinations on the soil indicate very severe potential for metal loss because of electrochemical corrosion processes.

Mitigation of the corrosion of steel can be achieved by using steel pipes coated with epoxy corrosion inhibitors, asphaltic and epoxy coatings, cathodic protection or by encapsulating the portion of the pipe lying above groundwater with a minimum of 4 inches of densely consolidated concrete. ***No metallic water pipes or conduits should be placed below foundations.***

Foundation designs shall provide a minimum concrete cover of four (4) inches around steel reinforcing or embedded components (anchor bolts, etc.) exposed to native soil or landscape water (to 18 inches above grade). If the 4-inch concrete edge distance cannot be achieved, all embedded steel components (anchor bolts, etc.) shall be epoxy coated for corrosion protection (in accordance with ASTM D3963/A934) or a corrosion inhibitor and a permanent waterproofing membrane shall be placed along the exterior face of the exterior footings. ***Hold-down straps should not be used at foundation edges due to corrosion of metal at its protrusion from the slab edge.*** Additionally, the concrete should be thoroughly vibrated at footings during placement to decrease the permeability of the concrete. ***Copper water piping should not be placed under floor slabs.***

4.5 Excavations

All site excavations should conform to CalOSHA requirements for Type B soil (if site is dewatered or Type C soils for non-dewatered excavations). The contractor is solely responsible for the safety of workers entering trenches. Temporary excavations with depths of 4 feet or less may be cut nearly vertical for short duration. Excavations deeper than 4 feet will require shoring or slope inclinations in conformance to CAL/OSHA regulations for Type B soil. These temporary deep excavations will require slope inclinations no steeper than 1½(H):1(V) unless trench shoring is used. If excavations are planned below groundwater (10 feet below ground surface), all excavation slopes should be excavated according to OSHA Standards for Type C soils. Dewatering of the excavation site will be required prior to start of excavation (2 ft. below bottom of excavation).

All permanent slopes should not be steeper than 3:1 to reduce wind and rain erosion. Protected slopes with ground cover may be as steep as 2:1. However, maintenance with motorized equipment may not be possible at this inclination.

All discussions in this section regarding stable excavation slopes assume minimal equipment vibration and adequate setback of excavated material and construction equipment from the top of the excavation. We recommended that the minimum setback distance be equal to the depth of excavation and at least 10 feet from the crown of the slope. If excavated materials are stockpiled adjacent to the excavation, the weight of the material should be considered as a surcharge load for slope stability.

Excavation for the headworks (approximately 30 feet depth) will encounter the groundwater table (9 feet bgs). Therefore, seepage and pumping subgrade conditions should be anticipated. An adequately designed dewatering system, such as well points or sumps, will be required to control groundwater seepage and prevent running ground conditions. The responsibility for dewatering and selection of an appropriate system for dewatering is beyond the scope of this report.

4.6 Lateral Earth Pressures

Earth retaining structures, such as retaining walls, should be designed to resist the soil pressure imposed by the retained soil mass. Walls with granular drained backfill may be designed for an assumed static earth pressure equivalent to that exerted by a fluid weighing 60 pcf (native) and 45 pcf (granular) for unrestrained (active) conditions (able to rotate 0.1% of wall height), and 100 (native) and 60 pcf (granular) for restrained (at-rest) conditions. These values should be verified at the actual wall locations during construction.

Walls below groundwater may be designed with a static earth pressure equivalent to that exerted by a fluid weighing 35 pcf (native) and 25 pcf (granular) for unrestrained (active) conditions, and 60 (native) and 35 pcf (granular) for restrained (at-rest) conditions. Hydrostatic water pressure of 62.4 pcf shall be added to the provided values for structures below groundwater. Native soils unit weight considered are as follows:

bulk unit weight = 125 pcf
saturated unit weight = 133 pcf
submerged unit weight = 71 pcf.

When applicable (Seismic Design Category D, E or F), retaining wall structures where the backfill is greater than 6 feet high shall be designed in addition to the static loading (active or at-rest condition) with an additional seismic lateral pressure increasing linearly with depth and the resultant acting as a point load at 0.4H above the base of the wall. The term H is the height of the backfill against a retaining wall in feet. The seismic load increment, shall be determined using the following equations for different wall type and backfill conditions:

Basement (restrained) walls with level backfill: $\Delta K_{ae} = \frac{1}{2} \gamma H^2 (0.68 PG A_M / g)$

Cantilever (unrestrained) wall with level backfill: $\Delta K_{ae} = \frac{1}{2} \gamma H^2 (0.42 PG A_M / g)$

Cantilever (unrestrained) wall with sloping backfill*: $\Delta K_{ae} = \frac{1}{2} \gamma H^2 (0.70 PG A_M / g)$

*Applicable for sloping backfill that is no steeper than 2:1 (horizontal:vertical).

Where:

ΔK_{ae} = Seismic Lateral Force (plf) based on seismic pressure

γ = 125 pcf

H = Height of retained soil (ft)

g = A $PG A_M$ value of 0.84g has been determined for the project site.

Surcharge loads should be considered if loads are applied within a zone between the face of the wall and a plane projected behind the wall 45 degrees upward from the base of the wall. The increase in lateral earth pressure acting uniformly against the back of the wall should be taken as 50% of the surcharge load within this zone. Areas of the retaining wall subjected to traffic loads should be designed for a uniform surcharge load equivalent to two feet of native soil.

Walls should be provided with backdrains to reduce the potential for the buildup of hydrostatic pressure. The drainage system should consist of a composite HDPE drainage panel, or a 2-foot-wide zone of free draining crushed rock placed adjacent to the wall and extending 2/3 the height of the wall. The gravel should be completely enclosed in an approved filter fabric to separate the gravel and backfill soil. A perforated pipe should be placed perforations down at the base of the permeable material at least six inches below finished floor elevations. The pipe should be sloped to drain to an appropriate outlet that is protected against erosion. Walls should be properly waterproofed. The project geotechnical engineer should approve any alternative drain system.

4.7 Seismic Design

This site is located in the seismically active southern California area and the site structures are subject to strong ground shaking due to potential fault movements along the Brawley, Superstition Hills, and Imperial Faults. Engineered design and earthquake-resistant construction are the common solutions to increase safety and development of seismic areas. Designs should comply with the latest edition of the CBC for Site Class D using the seismic coefficients given in Section 3.6 and Table 2 of this report.

Section 5

LIMITATIONS AND ADDITIONAL SERVICES

5.1 Limitations

The findings and professional opinions within this report are based on current information regarding the proposed improvements to the existing Imperial Wastewater Treatment plant located at 720 E. 14th Street in northeast Imperial, California.

The conclusions and professional opinions of this report are invalid if:

- Structural loads change from those stated or the structures are relocated.
- The Additional Services section of this report is not followed.
- This report is used for adjacent or other property.
- Changes of grade or groundwater occur between the issuance of this report and construction other than those anticipated in this report.
- Any other change that materially alters the project from that proposed at the time this report was prepared.

Findings and professional opinions in this report are based on selected points of field exploration, geologic literature, laboratory testing, and our understanding of the proposed project. Our analysis of data and professional opinions presented herein are based on the assumption that soil conditions do not vary significantly from those found at specific exploratory locations. Variations in soil conditions can exist between and beyond the exploration points or groundwater elevations may change. If detected, these conditions may require additional studies, consultation, and possible design revisions.

This report contains information that may be useful in the preparation of contract specifications. However, the report is not worded in such a manner that we recommend its use as a construction specification document without proper modification. The use of information contained in this report for bidding purposes should be done at the contractor's option and risk.

This report was prepared according to the generally accepted *geotechnical engineering standards of practice* that existed in Imperial County at the time the report was prepared. No express or implied warranties are made in connection with our services. This report should be considered invalid for periods after two years from the report date without a review of the validity of the findings and professional opinions by our firm, because of potential changes in the Geotechnical Engineering Standards of Practice.

The client has responsibility to see that all parties to the project including, designer, contractor, and subcontractor are made aware of this entire report. The use of information contained in this report for bidding purposes should be done at the contractor's option and risk.

5.2 Additional Services

We recommend that a qualified geotechnical consultant be retained to provide the tests and observations services during construction. *The geotechnical engineering firm providing such tests and observations shall become the geotechnical engineer of record and assume responsibility for the project.*

The professional opinions presented in this report are based on the assumption that:

- Consultation during development of design and construction documents to check that the geotechnical professional opinions are appropriate for the proposed project and that the geotechnical professional opinions are properly interpreted and incorporated into the documents.
- Landmark Consultants will have the opportunity to review and comment on the plans and specifications for the project prior to the issuance of such for bidding.
- Observation, inspection, and testing by the geotechnical consultant of record during site clearing, grading, excavation, placement of fills, building pad and subgrade preparation, and backfilling of utility trenches.
- Observation of foundation excavations and reinforcing steel before concrete placement.
- Other consultation as necessary during design and construction.

We emphasize our review of the project plans and specifications to check for compatibility with our professional opinions and conclusions. Additional information concerning the scope and cost of these services can be obtained from our office.

Section 6

REFERENCES

- American Concrete Institute (ACI), 2015, ACI Manual of Concrete Practice 302.1R-15.
- American Concrete Institute (ACI), 2019, ACI Manual of Concrete Practice 318-19.
- American Society of Civil Engineers (ASCE), 2016, Minimum Design Loads for Buildings and Other Structures: ASCE Standard 7-16.
- California Building Standards Commission, 2023, 2022 California Building Code. California Code of Regulations, Title 24, Part 2, Vol. 2 of 2.
- Caltrans, 2020, Caltrans Geotechnical Manual.
- California Geological Survey (CGS), 2008, Guidelines for Evaluating and Mitigating Seismic Hazards in California, Special Publication 117A, 98p.
- California Geological Survey (CGS), 2025a, Fault Activity Map of California <https://maps.conservation.ca.gov/cgs/fam/>.
- California Geological Survey (CGS), 2025b, Alquist-Priolo Earthquake Fault Zone Maps. <http://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=regulatorymaps>
- Federal Emergency Management Agency (FEMA), 2008, Flood Insurance Rate Map (FIRM), Imperial County, California and Incorporated Areas. Dated September 26, 2008.
- Morton, P. K., 1977, Geology and mineral resources of Imperial County, California: California Division of Mines and Geology, County Report No. 7, 104 p.
- Norris and Webb, 1990, Geology of California, 2nd Edition, John Wiley and Sons.
- Structural Engineers Association of California (SEAOC), 2025, Seismic Design Maps Web Application, available at <https://seismicmaps.org/>
- USDA Natural Resources Conservation Service, 2025, Web Soil Survey Website. <https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>
- Wire Reinforcement Institute (WRI/CRSI), 2003, Design of Slab-on-Ground Foundations, Tech Facts TF 700-R-03, 23 p.

TABLES

Table 1
Summary of Characteristics of Closest Known Active Faults

Fault Name	Approximate Distance (miles)	Approximate Distance (km)	Maximum Moment Magnitude (Mw)	Fault Length (km)	Slip Rate (mm/yr)
Imperial	2.4	3.8	7	62 ± 6	20 ± 5
Superstition Hills	3.2	5.1	6.6	23 ± 2	4 ± 2
Brawley *	5.0	8.1			
Superstition Mountain	7.5	12.1	6.6	24 ± 2	5 ± 3
Rico *	9.8	15.7			
Route 247*	13.4	21.5			
Northern Centinela*	13.7	21.9			
Yuha*	15.4	24.7			
Shell Beds	17.1	27.3			
Yuha Well *	17.2	27.4			
Painted Gorge Wash*	20.0	32.1			
Vista de Anza*	20.3	32.6			
Laguna Salada	20.4	32.6	7	67 ± 7	3.5 ± 1.5
Elmore Ranch	20.5	32.8	6.6	29 ± 3	1 ± 0.5
Borrego (Mexico)*	21.3	34.1			
Ocotillo*	24.4	39.0			
Cerro Prieto *	24.9	39.8			
Pescadores (Mexico)*	26.8	42.9			
San Jacinto - Borrego	27.2	43.6	6.6	29 ± 3	4 ± 2
Elsinore - Coyote Mountain	27.6	44.1	6.8	39 ± 4	4 ± 2
Cucapah (Mexico)*	28.1	45.0			
San Andreas - Coachella	35.6	56.9	7.2	96 ± 10	25 ± 5

* Note: Faults not included in CGS database.

Table 2
2022 California Building Code (CBC) and ASCE 7-16 Seismic Parameters

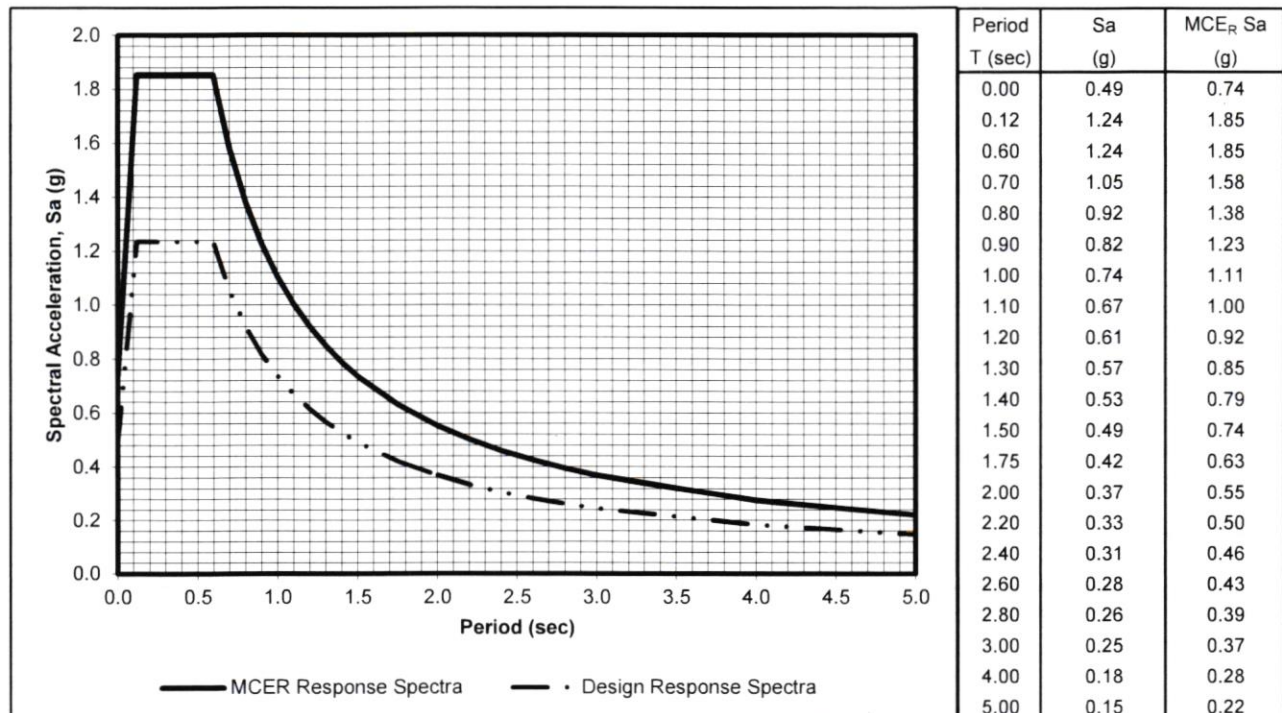
Soil Site Class:	D	ASCE 7-16 Reference Table 20.3-1
Latitude:	32.8538 N	
Longitude:	-115.5624 W	
Risk Category:	II	
Seismic Design Category:	D	

Maximum Considered Earthquake (MCE) Ground Motion

Mapped MCE _R Short Period Spectral Response	S_s	1.854 g	ASCE Figure 22-1
Mapped MCE _R 1 second Spectral Response	S_1	0.650 g	ASCE Figure 22-2
Short Period (0.2 s) Site Coefficient	F_a	1.00	ASCE Table 11.4-1
Long Period (1.0 s) Site Coefficient	F_v	1.70	ASCE Table 11.4-2
MCE _R Spectral Response Acceleration Parameter (0.2 s)	S_{MS}	1.854 g	= $F_a * S_s$ ASCE Equation 11.4-1
MCE _R Spectral Response Acceleration Parameter (1.0 s)	S_{M1}	1.105 g	= $F_v * S_1$ ASCE Equation 11.4-2

Design Earthquake Ground Motion

Design Spectral Response Acceleration Parameter (0.2 s)	S_{DS}	1.236 g	= $2/3 * S_{MS}$ ASCE Equation 11.4-3
Design Spectral Response Acceleration Parameter (1.0 s)	S_{D1}	0.737 g	= $2/3 * S_{M1}$ ASCE Equation 11.4-4
Risk Coefficient at Short Periods (less than 0.2 s)	C_{RS}	0.955	ASCE Figure 22-17
Risk Coefficient at Long Periods (greater than 1.0 s)	C_{R1}	0.924	ASCE Figure 22-18
	T_L	8.00 sec	ASCE Figure 22-12
	T_O	0.12 sec	= $0.2 * S_{D1} / S_{DS}$
	T_S	0.60 sec	= S_{D1} / S_{DS}
Peak Ground Acceleration	PGA_M	0.84 g	ASCE Equation 11.8-1



FIGURES



Source: California Geological Survey 2010 Fault Activity Map of California
<http://www.quake.ca.gov/gmaps/FAM/faultactivitymap.html#>

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Regional Fault Map

Figure 1



Source: California Geological Survey 2010 Fault Activity Map of California
<http://www.quake.ca.gov/gmaps/FAM/faultactivitymap.html#>

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Map of Local Faults

Figure 2

EXPLANATION

Fault traces on land are indicated by solid lines where well located, by dashed lines where approximately located or inferred, and by dotted lines where concealed by younger rocks or by lakes or bays. Fault traces are queried where continuation or existence is uncertain. Concealed faults in the Great Valley are based on maps of selected subsurface horizons, so locations shown are approximate and may indicate structural trend only. All offshore faults based on seismic reflection profile records are shown as solid lines where well defined, dashed where inferred, queried where uncertain.

FAULT CLASSIFICATION COLOR CODE
(Indicating Recency of Movement)

Fault along which historic (last 200 years) displacement has occurred and is associated with one or more of the following:

- (a) a recorded earthquake with surface rupture. (Also included are some well-defined surface breaks caused by ground shaking during earthquakes, e.g. extensive ground breakage, not on the White Wolf fault, caused by the Arvin-Tehachapi earthquake of 1952). The date of the associated earthquake is indicated. Where repeated surface ruptures on the same fault have occurred, only the date of the latest movement may be indicated, especially if earlier reports are not well documented as to location of ground breaks.
- (b) fault creep slippage - slow ground displacement usually without accompanying earthquakes.
- (c) displaced survey lines.

A triangle to the right or left of the date indicates termination point of observed surface displacement. Solid red triangle indicates known location of rupture termination point. Open black triangle indicates uncertain or estimated location of rupture termination point.

Date bracketed by triangles indicates local fault break.

No triangle by date indicates an intermediate point along fault break.

Fault that exhibits fault creep slippage. Hechures indicate linear extent of fault creep. Annotation (creep with leader) indicates representative locations where fault creep has been observed and recorded.

Square on fault indicates where fault creep slippage has occurred that has been triggered by an earthquake on some other fault. Date of causative earthquake indicated. Squares to right and left of date indicate terminal points between which triggered creep slippage has occurred (creep either continuous or intermittent between these end points).

Holocene fault displacement (during past 11,700 years) without historic record. Geomorphic evidence for Holocene faulting includes sag ponds, scarps showing little erosion, or the following features in Holocene age deposits: offset stream courses, linear scarps, shutter ridges, and triangular faceted spurs. Recency of faulting offshore is based on the interpreted age of the youngest strata displaced by faulting.

Late Quaternary fault displacement (during past 700,000 years). Geomorphic evidence similar to that described for Holocene faults except features are less distinct. Faulting may be younger, but lack of younger overlying deposits precludes more accurate age classification.

Quaternary fault (age undifferentiated). Most faults of this category show evidence of displacement sometime during the past 1.6 million years; possible exceptions are faults which displace rocks of undifferentiated Plio-Pleistocene age. Unnumbered Quaternary faults were based on Fault Map of California, 1975. See Bulletin 201, Appendix D for source data.

Pre-Quaternary fault (older than 1.6 million years) or fault without recognized Quaternary displacement. Some faults are shown in this category because the source of mapping used was of reconnaissance nature, or was not done with the object of dating fault displacements. Faults in this category are not necessarily inactive.

ADDITIONAL FAULT SYMBOLS

Bar and ball on downthrown side (relative or apparent).

Arrows along fault indicate relative or apparent direction of lateral movement.

Arrow on fault indicates direction of dip.

Low angle fault (barbs on upper plate). Fault surface generally dips less than 45° but locally may have been subsequently steepened. On offshore faults, barbs simply indicate a reverse fault regardless of steepness or dip.

OTHER SYMBOLS

Numbers refer to annotations listed in the appendices of the accompanying report. Annotations include fault name, age of fault displacement, and pertinent references including Earthquake Fault Zone maps where a fault has been zoned by the Aqueist-Prado Earthquake Fault Zoning Act. This Act requires the State Geologist to delineate zones to encompass faults with Holocene displacement.

Structural discontinuity (offshore) separating differing Mesogene structural domains. May indicate discontinuities between basement rocks.

Bradley Seismic Zone, a linear zone of seismicity locally up to 10 km wide associated with the releasing slip between the Imperial and San Andreas faults.

Geologic Time Scale	Years Before Present (Approx.)	Fault Symbol	Recency of Movement	DESCRIPTION	
				ON LAND	OFFSHORE
Quaternary	200			Displacement during historic time (e.g. San Andreas fault 1906). Includes areas of known fault creep.	
				Displacement during Holocene time.	Fault affects surface Holocene or older Holocene age.
	11,700			Faults showing evidence of displacement during late Quaternary time.	Fault cuts strata of Late Pleistocene age.
Pre-Quaternary	700,000			Unnumbered Quaternary faults - most faults in this category show evidence of displacement during the last 1,600,000 years.	Fault cuts strata of Quaternary age.
	1,600,000			Faults without recognized Quaternary displacement or showing evidence of no displacement during Quaternary time. Not necessarily inactive.	Fault cuts strata of Pliocene or older age.

* Quaternary now recognized as extending to 2.6 Ma (Walker and Gessman, 2009). Quaternary faults in this map were established using the previous 1.6 Ma criterion.

APPENDIX A

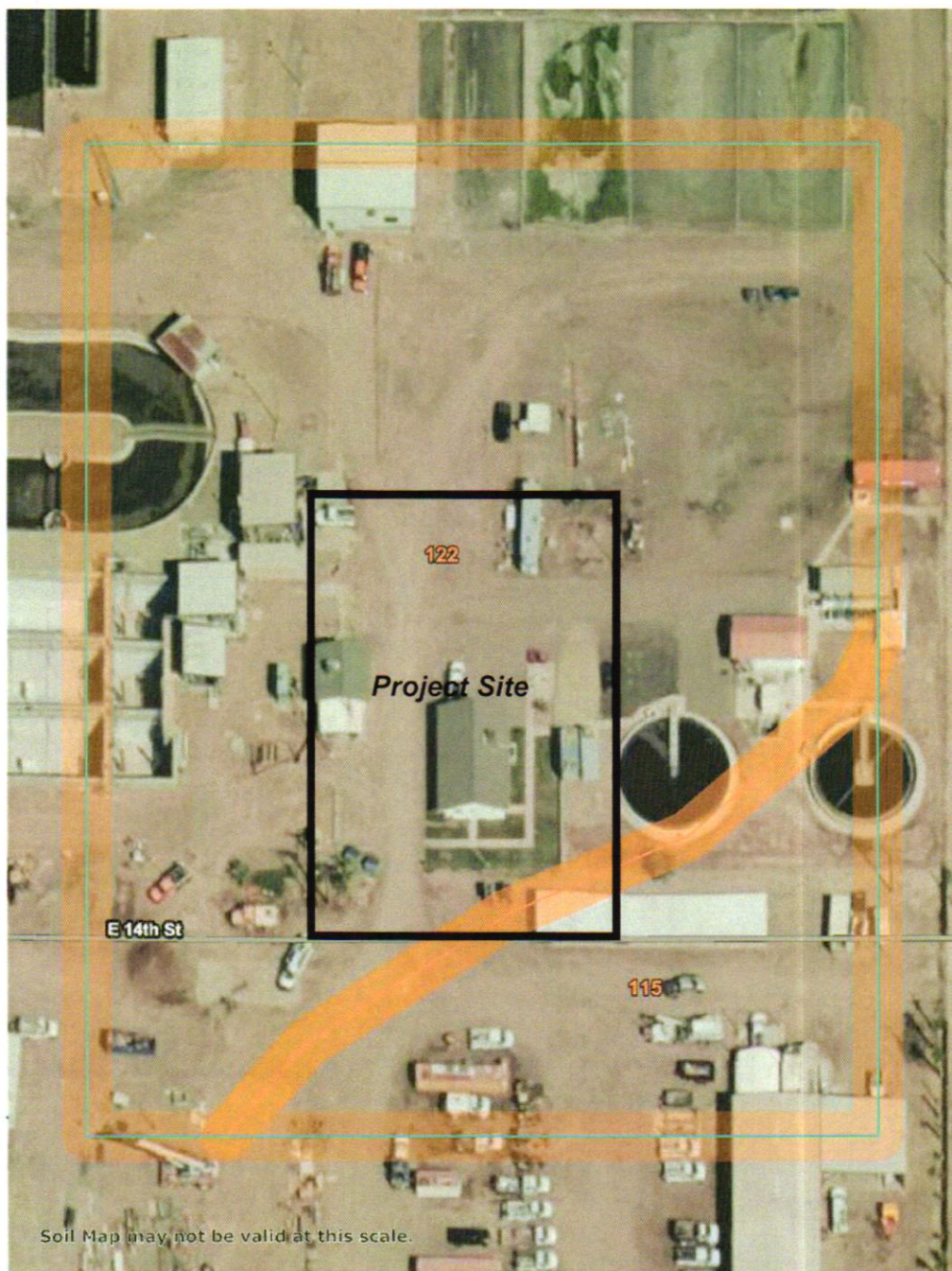


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Site and Exploration Map

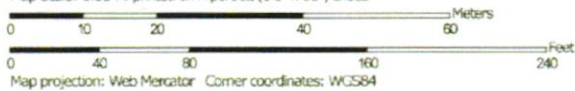
Plate
A-2



115° 33' 46" W



Map Scale: 1:884 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84

115° 33' 41" W



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

4/28/2025
Page 1 of 3

LANDMARK
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Soil Survey Map

Plate
A-3

MAP LEGEND

MAP INFORMATION

- Area of Interest (AOI)**
- Area of Interest (AOI)
- Soils**
- Soil Map Unit Polygons
 - Soil Map Unit Lines
 - Soil Map Unit Points
- Special Point Features**
- Blowout
 - Borrow Pit
 - Clay Spot
 - Closed Depression
 - Gravel Pit
 - Gravelly Spot
 - Landfill
 - Lava Flow
 - Marsh or swamp
 - Mine or Quarry
 - Miscellaneous Water
 - Perennial Water
 - Rock Outcrop
 - Saline Spot
 - Sandy Spot
 - Severely Eroded Spot
 - Sinkhole
 - Slide or Slip
 - Sodic Spot

- Spoil Area
 - Stony Spot
 - Very Stony Spot
 - Wet Spot
 - Other
 - Special Line Features
- Water Features**
- Streams and Canals
- Transportation**
- Rails
 - Interstate Highways
 - US Routes
 - Major Roads
 - Local Roads
- Background**
- Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Imperial County, California, Imperial Valley Area
Survey Area Data: Version 17, Sep 10, 2024

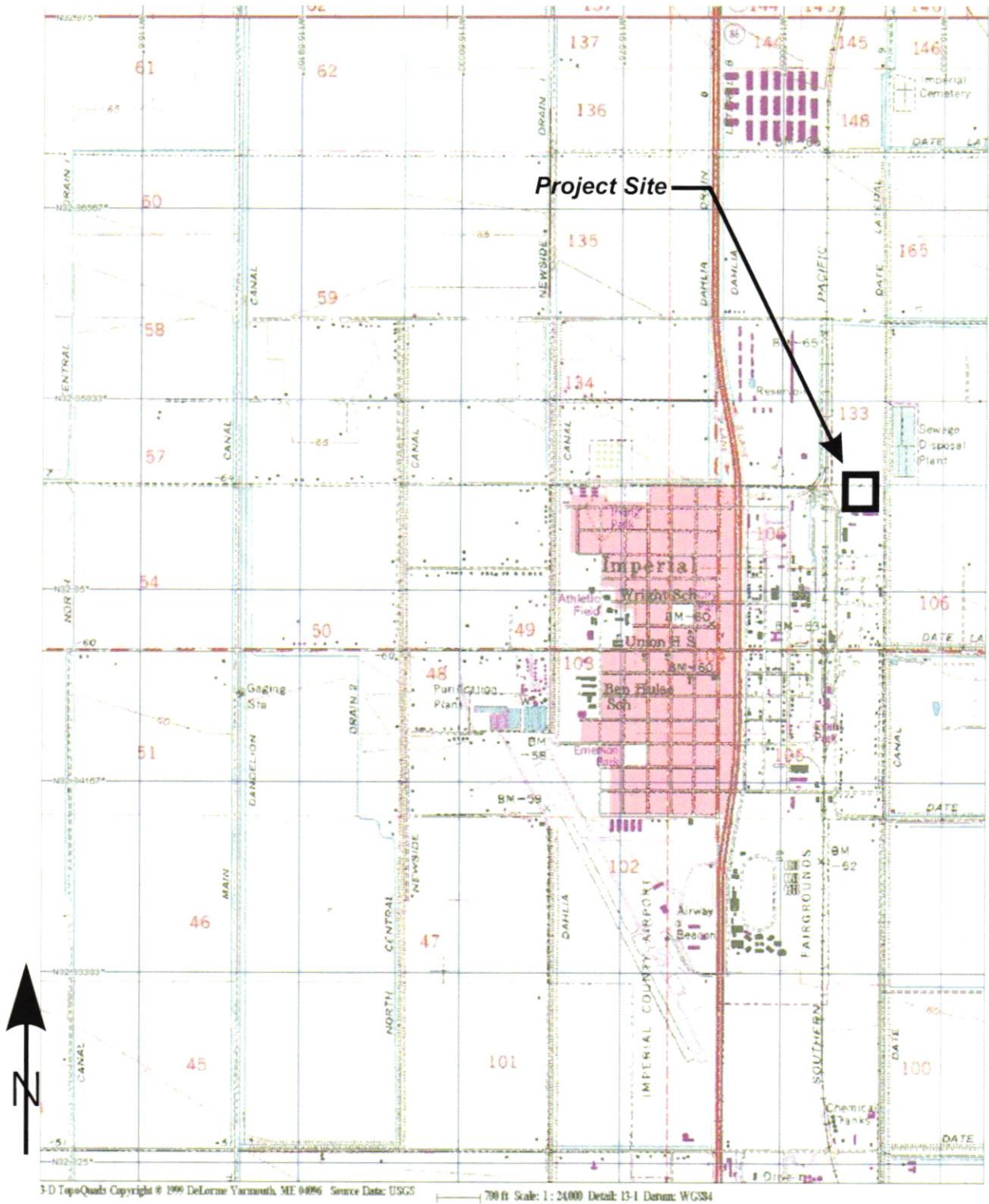
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 17, 2021—May 22, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
115	Imperial-Glenbar silty clay loams complex, 0 to 2 percent slopes, wet	0.8	19.8%
122	Meloland very fine sandy loam, wet	3.2	80.2%
Totals for Area of Interest		4.0	100.0%



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Topographic Map

Plate
A-4

APPENDIX B

DEPTH	FIELD				LOG OF BORING No. B-1 SHEET 1 OF 1	LABORATORY		
	SAMPLE	USCS CLASS.	BLOW COUNT	POCKET PEN. (tsf)		DRY DENSITY (pcf)	MOISTURE CONTENT (% dry wt.)	OTHER TESTS
					Recycled AC Aggregate (12-in) FAT CLAY (CH): Dark brown, very moist, high plasticity.			
5			11		SANDY SILT/SILTY SAND (ML-SM): Brown, moist, medium dense, fine grained sand.			
10			8	2.0	SILTY CLAY (CL): Reddish brown, very moist, stiff, medium plasticity.			
15			4		SANDY SILT/SILTY SAND (ML-SM): Brown, saturated, loose, fine grained sand.			
20			8					
25			12	2.5	SILTY CLAY/CLAY (CL-CH): Dark brown, very moist, very stiff, medium to high plasticity.			
30			11	3.5				
35			5	0.5	CLAYEY SILT (ML): Brown, saturated, soft, low plasticity.			
40			10	2.0	SILTY CLAY/CLAY (CL-CH): Dark brown, very moist, stiff, medium to high plasticity.			
45					Total Depth = 41.5 ft. Groundwater encountered at a depth of 13.0 ft. at time of drilling. Groundwater level stabilized at 9 feet after 24 hours Backfilled with excavated soil			
50								
55								
60								

DATE DRILLED: 4/8/25

TOTAL DEPTH: 41.5 feet

DEPTH TO WATER: 9.0 ft.

LOGGED BY: A. Morales

TYPE OF BIT: Hollow Stem Auger

DIAMETER: 8 in.

SURFACE ELEVATION: Approximately -65'

HAMMER WT.: 140 lbs.

DROP: 30 in.

PROJECT No. LE25072

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PLATE B-1

DEFINITION OF TERMS

PRIMARY DIVISIONS		SYMBOLS		SECONDARY DIVISIONS	
Coarse grained soils More than half of material is larger that No. 200 sieve	Gravels	Clean gravels (less than 5% fines)		GW	Well graded gravels, gravel-sand mixtures, little or no fines
				GP	Poorly graded gravels, or gravel-sand mixtures, little or no fines
		Gravel with fines		GM	Silty gravels, gravel-sand-silt mixtures, non-plastic fines
				GC	Clayey gravels, gravel-sand-clay mixtures, plastic fines
	Sands	Clean sands (less than 5% fines)		SW	Well graded sands, gravelly sands, little or no fines
				SP	Poorly graded sands or gravelly sands, little or no fines
		Sands with fines		SM	Silty sands, sand-silt mixtures, non-plastic fines
				SC	Clayey sands, sand-clay mixtures, plastic fines
Fine grained soils More than half of material is smaller than No. 200 sieve	Silts and clays			ML	Inorganic silts, clayey silts with slight plasticity
				CL	Inorganic clays of low to medium plasticity, gravelly, sandy, or lean clays
					OL
	Silts and clays			MH	Inorganic silts, micaceous or diatomaceous silty soils, elastic silts
				CH	Inorganic clays of high plasticity, fat clays
					OH
Highly organic soils			PT	Peat and other highly organic soils	

GRAIN SIZES

Silts and Clays	Sand			Gravel		Cobbles	Boulders
	Fine	Medium	Coarse	Fine	Coarse		
	200	40	10	4	3/4"	3"	12"
	US Standard Series Sieve				Clear Square Openings		

Sands, Gravels, etc.	Blows/ft. *
Very Loose	0-4
Loose	4-10
Medium Dense	10-30
Dense	30-50
Very Dense	Over 50

Clays & Plastic Silts	Strength **	Blows/ft. *
Very Soft	0-0.25	0-2
Soft	0.25-0.5	2-4
Firm	0.5-1.0	4-8
Stiff	1.0-2.0	8-16
Very Stiff	2.0-4.0	16-32
Hard	Over 4.0	Over 32

* Number of blows of 140 lb. hammer falling 30 inches to drive a 2 inch O.D. (1 3/8 in. I.D.) split spoon (ASTM D1586).

** Unconfined compressive strength in tons/s.f. as determined by laboratory testing or approximated by the Standard Penetration Test (ASTM D1586), Pocket Penetrometer, Torvane, or visual observation.

Type of Samples:

☐ Ring Sample
 ☐ Standard Penetration Test
 ☐ Shelby Tube
 ☒ Bulk (Bag) Sample

Drilling Notes:

- Sampling and Blow Counts
 - Ring Sampler - Number of blows per foot of a 140 lb. hammer falling 30 inches.
 - Standard Penetration Test - Number of blows per foot.
 - Shelby Tube - Three (3) inch nominal diameter tube hydraulically pushed.
- P. P. = Pocket Penetrometer (tons/s.f.).
- NR = No recovery.
- GWT  = Ground Water Table observed @ specified time.

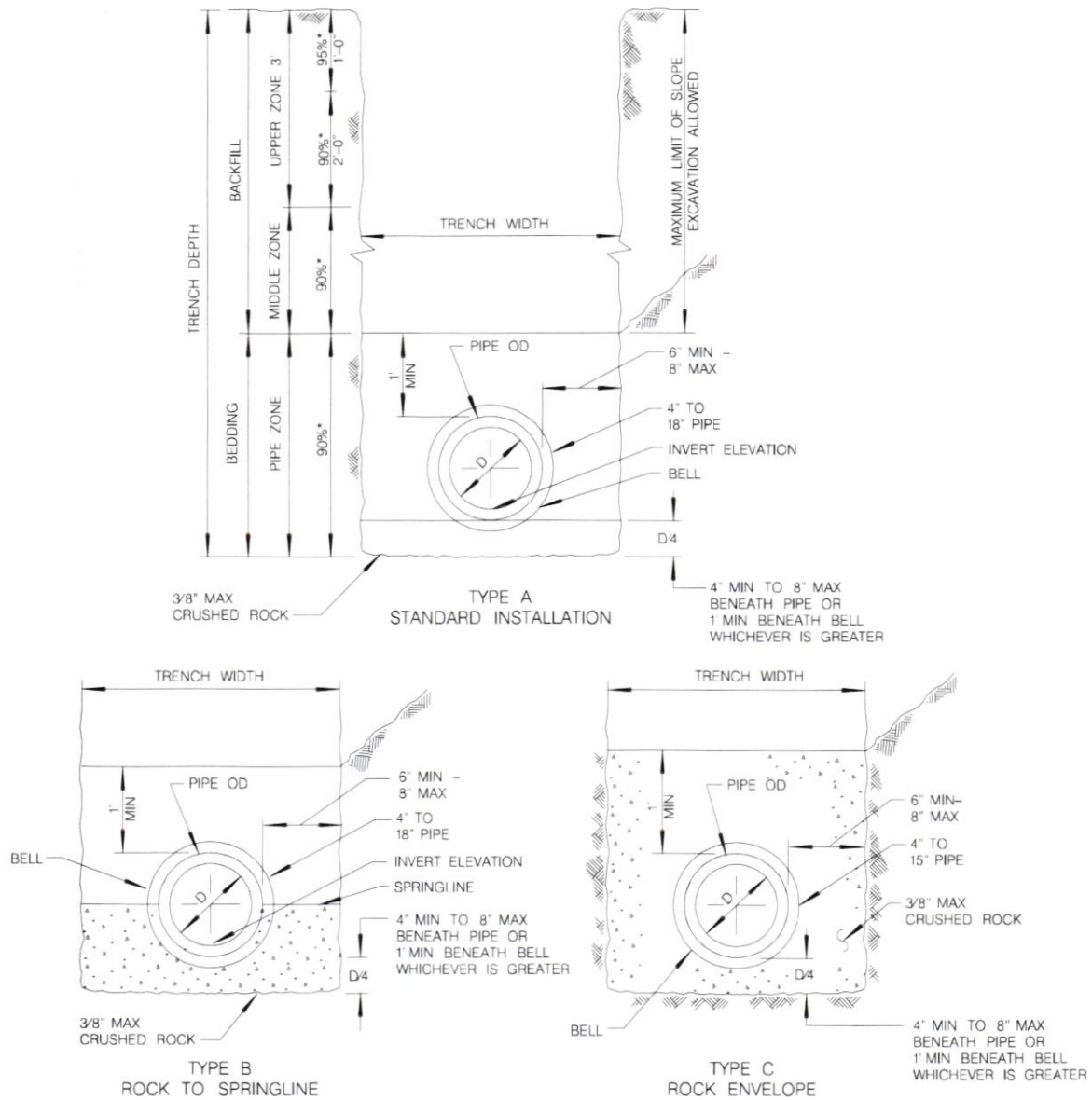
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Key to Logs

Plate
B-2

APPENDIX C



NOTES

1. FOR TRENCH RESURFACING IN IMPROVED STREETS, SEE STANDARD DRAWINGS SDG-107 AND SDG-108.
2. (*) INDICATES MINIMUM RELATIVE COMPACTION.
3. MINIMUM DEPTH OF COVER FROM THE TOP OF PIPE TO FINISH GRADE FOR PVC SDR 35 SEWER MAIN SHALL BE 5'. FOR SHALLOWER DEPTH SPECIAL DESIGN IS REQUIRED. SEE SDS-101.
4. SEE TYPE A INSTALLATION FOR DETAILS NOT SHOWN FOR TYPES B AND C.
5. FOR PIPE SIZE ENCASEMENT LARGER THAN 15", MAXIMUM SIDE WALL CLEARANCE SHALL BE 12" OR AS SHOWN ON THE PLANS.
6. 6" METAL TAPE SHALL BE INSTALLED ABOVE PIPE 4" BELOW TRENCH CAP AND 12" BELOW FINISH GRADE IN UNIMPROVED STREETS.
7. 1" SAND CUSHION OR A 6" MINIMUM SAND CUSHION WITH 1" NEOPRENE PAD SHALL BE PLACED FOR CROSSINGS UTILITIES WHEN VERTICAL CLEARANCE IS 1' OR LESS. THE NEOPRENE PAD SHALL BE PLACED ON THE MOST FRAGILE UTILITY.

From: City of San Diego Standard Drawing SDS-110 (2016)

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**Pipe Bedding and Trench Backfill
Recommendations**

**Plate
C-1**

DATE SUBMITTED 10/29/25
 SUBMITTED BY PUBLIC SERVICES
 DATE ACTION REQUIRED 11/05/25

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 Approval to proceed with Grid 1 sidewalk repairs through Precision Concrete Cutting

BACKGROUND/SUMMARY:

In June 2025, the City Council approved Precision Concrete Cutting (PCC) to conduct sidewalk inspection services for Grid 1 of the City of Imperial. PCC has completed this inspection and submitted a detailed proposal outlining the scope and cost of necessary repairs.

To assist the City of Imperial in removing trip-hazard liabilities within Grid 1, PCC will repair identified sidewalk trip hazards from 1/4" up to 2". The scope of work includes:

- Assessing and slicing directed locations or identifying all liabilities within a defined area (District, Zone, or Park) from 1/4" to 2". In order to comply with the CJPIA master service agreement, the city commits to full ADA compliance (1/4"-2"), in order to take advantage of the pricing in the agreement. There are 1,973 locations that would be addressed;
- Removing asphalt or concrete ramping prior to each cut, where necessary;
- Bringing all trip hazards into ADA compliance (slope, cohesion, etc.);
- Helping reduce long-term asset costs;
- Providing before and after photos of each trip hazard;
- Delivering GIS data for each hazard, including height, length, location, and completion date;
- Making recommendations for hazards that cannot be repaired.

The total cost of the proposed repairs is \$107,623.50, which slightly exceeds the original approved budget of \$100,000 due to the expanded scope identified during inspection. PCC's patented slicing method offers a cost-effective, ADA-compliant, and environmentally responsible alternative to full panel replacement, with estimated savings of \$1,275 per location.

We respectfully request council approval to proceed with the sidewalk repairs in Grid 1 as outlined, and to adjust the budget accordingly to accommodate the revised total. This investment will significantly enhance pedestrian safety, reduce liability, and support the City's long-term sidewalk maintenance strategy.

FISCAL IMPACT: \$107,623.50, Fund 01-320-5210	FINANCE INITIALS <u>VMS</u>
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STAFF RECOMMENDATION: Approval to proceed with sidewalk repairs in Grid 1 via Precision Concrete Cutting	DEPT. INITIALS <u>Jng</u>
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MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>atm</u>
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MOTION:

SECONDED:	APPROVED ()	REJECTED ()
AYES:	DISAPPROVED ()	DEFERRED ()
NAYES:		
ABSENT:	REFERRED TO:	

PRECISION CONCRETE CUTTING SUMMARY OF SERVICES

October 21st, 2025

Jenell Guerrero

Public Services Manager

420 S Imperial Ave
Imperial, CA 92251

California Precisions License #925449
Exp 12/31/2025

DIR #1000003322
Exp 06/30/2026

California Small Business Administration
2001072
Exp 11/30/2025

City of Imperial



OVERVIEW

Precision Concrete Cutting is pleased to submit this summary of services to the City of Imperial. We hope we can assist you in achieving your goal in removing trip-hazard liabilities and maintaining the esthetics of the proposed sidewalk assets.

We are the global leader in Sidewalk Asset Management. We have numerous Franchises across North America, Canada, and Australia. Precision has been awarded six patents by the U.S. Patent & Trademark Office for our trip hazard removal equipment and unique process. Our company has worked for Municipal Governments in 48 of the 50 U.S. States and all but two provinces in Canada. Precision assesses hundreds of miles of sidewalk infrastructure every week and we have developed a premier Smartphone Surveying Technology which provides our clients the insight and knowledge they need to make well-informed and knowledgeable decisions about repairing their uneven sidewalk panels.

The Precision Concrete Cutting located in Southern California is independently owned and operated. We are the nation's leader and have been making sidewalks safe since 2000. We are one of the largest operators in the nation. We work with numerous municipalities and thousands of Commercial, HOA, Schools, and Apartment Management Companies.

The Objective

To assist the City of Imperial in removing trip-hazard liabilities which result in loss due to litigation from civil and actual damages. Precision will repair requested and identified sidewalk trip-hazards from 1/4" and up in designated work areas. We can take care of trip-hazards above 2" upon request of the customer, however, there must be a reasonable amount of concrete to remain which would be able to handle the normal course of usual traffic. Precision Concrete Cutting's standard is to slice up to 2" on a 3 1/2" panel.

- Assess and slice directed locations OR identify all liabilities within a set geographic area (District, Zone, or Park) 1/4" to 2".
- Remove asphalt or concrete ramping prior to each cut. (Where necessary)
- Bring all trip-hazards into ADA compliance (1/4" to 2") from edge to edge. (Slope, cohesion, etc.)
- Help reduce overall costs on long-term assets.
- Provide before and after pictures of each trip-hazard liability.
- Provide GIS data of each trip-hazard liability, including height, length location, completion date, and all other relative and required information.
- Make recommendations for trip-hazards we cannot repair.

The Solution

With six patents used in our execution and process of work, Precision Concrete Cutting has the right approach to help extend the life of sidewalk assets, while also looking esthetically better than most traditional repair methods. Precision Concrete Cutting removes trip-hazards to the specifications of this proposal and are protected by the patent numbers listed below by the US Patent and Trademark office. Precision Concrete Cutting is the sole-source provider of this type of work.



U.S. Pat. No. 6,827,074
U.S. Pat. No. 7,143,760

U.S. Pat. No. 6,896,604
U.S. Pat. No. 7,201,644

U.S. Pat. No. 7,000,606
U.S. Pat. No. 7,402,095

OUR PROPOSAL

Precision Concrete Cutting proudly serves the San Diego, Imperial, and south Orange Counties, as well as the City of Temecula for over 20 years. We are the preferred vendor for all trip-hazard liability removal in many municipalities throughout the world. We are California Precisions licensed and comply with prevailing wage requirements by municipalities.

During this time, we have developed an expertise in understanding what each client needs, and how we can best assist them. Our relationship with our clients has allowed us to be THE solution for sidewalk asset management. We understand the importance of a long-lasting partnership, and that is why we have a designated team to oversee our municipalities.

The City of Imperial, like most municipalities, face economic challenges, ever changing rules and regulations, and constant litigation. Precision Concrete Cutting works to help municipalities create improvements in an overall low-cost solution which qualifies for tax incentives.

We have developed solutions which help clients significantly extend the useful life of a sidewalk and give powerful tools to manage capital expenditures for any future replacement.

Project Deliverables

Should the City of Imperial choose to use Precision Concrete Cutting, you would be responsible to provide:

Deliverable	Description
Purchase Order	PO will state that the client is now ready for our services.
Sector/Zone/Region GIS Data	This data or mapping is provided by the client as a starting point for continued assessments and slicing work.

Timeline for Execution

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until a contract is executed.

Description	Start Date	End Date
Project start	Within 30 business days of active Purchase Order.	Upon Completion of work.

Supplied Material

The following materials are to be supplied by the City of Imperial for this project. For Precision Concrete Cutting to meet project milestones, this material must be supplied on schedule. The due date included in the following table must be met within two weeks in order to have ample time to schedule and execute purchase order.

Materials to be supplied by The City of Imperial	Due Date
GIS Data or map with borders for each Sector/Zone/Region/Park or street segment that the client would like assessed and/or repaired.	At time of issued Purchase Order
Expected timeline of requested work (work window)	At time of issued Purchase Order

EXPECTED RESULTS

As the sole-sourced vendor, we expect our proposed solution to aid the City of Imperial and have the following benefits

Financial Benefits

- We will assist its municipalities in conserving finances on litigation due to trip-hazard liability removal.
- Resources will be extended due to cost savings of providing a slicing repair on locations which would have normally been replaced (generally ¾" to 2")
- Forecasting of Repair & Replacements into future years. By supplying the client with replacement data, this allows the client to specifically budget R&R's for the current or next fiscal year.
- In working with several municipalities across the United States, budget diversity is important. While we can extend municipalities overall budget with our service, there are other budgets which exist to assist in our specific scope of work.
 - Maintenance Budget
 - Capital Improvements Budget
 - Safe Route to School Budget
 - Risk Management Grants
 - Insurance Pools
 - ADA Transition Budget
 - Bond Measures
 - Federal, State, and local grants
- We do not grind! Grinding or pulverization of the concrete causes micro-fractures or weakening of the concrete panel due to excessive downward pressure. With grinding, replacement of concrete will come years sooner and produce significantly more concrete silica dust. Grinders will not reduce your liability as they cannot render a proper ADA compliant solution.

Technical Benefits

- All work is ADA compliant and makes significant improvements in the stated ADA transition plan (where applicable).
- All work is walkable same day. No walkway closures needed.
- We cut with a dust abatement mechanism. No water-cooling is used which creates slurry and contaminates storm water drains our causes excessive environmental impact.
- Asset management with GIS integration containing before and after pictures, height, length, and location of each slice. We work with your IT department to ensure the data we capture is delivered with each submitted invoice.
- Slabs that contain cracks beyond repair and slabs that contain spalling will not have trip-hazards removed if specified by the customer and will be marked on the data for replacement.



Conservation Benefits

- **Landfill Impact.** As a City of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service.

For perspective, removing and replacing 100 panels would result in approximately 112,000 pounds or 56 tons of concrete being removed (average panel weight of 1,120 pounds.) Using Precision Concrete Cutting for 100 sidewalk repairs results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of CO₂.

- **Water Impact.** The U.S. population has doubled over the past 50 years, while our thirst for water has tripled. With at least 40 states anticipating water shortages by 2024, the need to conserve water is critical. EPA strives to integrate water management best practices at all its facilities. California has a history of droughts and the need to conserve water is always there.

According to data provided by "Concrete Construction" publication, the removal and replacement of one 6'x6'x4" sidewalk panel results in approximately 32 gallons of water consumption. Also, according to the latest USGS survey, the average household uses 9,000 gallons of water per month.

- **Tree City USA.** City cities understand the requirements and benefits.
 - 70% of damaged sidewalks are due to tree roots.
 - Precision's method does not require the removal of trees or root pruning.
 - Root pruning can shorten the life span of a tree and/or cause them to fall.
 - PEOPLE LOVE TREES!
 - 161 "Tree Cities" are in California.
 - Precision Concrete Cutting can fix an uplifted panel for 10 times less than Remove & Replacement.
 - Trees tame storm water.
 - Trees fight climate change.
 - Trees save Energy.

Other Benefits

- Emergency response. For moments when someone has tripped on a specific location, we provide same day (before 10 AM) or next business day (After 10 AM) response for areas of work outside the scheduled zone for the specific trip-hazard only. While we know some trip-hazards are more of a priority than others, using Precision Concrete Cutting gives you the peace of mind that we can take care of those for you, and in a timely manner. Upon completion of the emergency location, you are emailed with the data and invoice for that job.

PRICING

Pricing is negotiated based on municipality size, purchasing groups they are a part of, scope of work, and mutually agreed upon contracted rate. The pricing extended to City of Imperial is based on the renegotiated rates within the current CJPIA master service agreement (MSA). Sample pricing can be found below. All pricing and scope of work to be within the parameters determined within the MSA in effect through CJPIA.

SIDEWALK ASSESSMENT AND TRIP HAZARD REMOVAL SERVICES

PRECISION will inspect sidewalks and provide a written inspection report in the format approved by the CITY (optional curbs and gutters can be included in the scope of work). The inspection reports shall include the identification, location, and description of each problem and recommended action to be taken. The format and information required may be changed at the request of CITY with the agreement of both parties.

Sidewalk Assessment and Trip Hazard Removal Schedule

Line items 2 through 4 are optional and may be included at the discretion of the City based on project needs.

Pricing for each individual trip hazard shall be in accordance with the unit rates established under the Master Service Agreement (MSA) currently in effect through CJPIA.

No.	Item Description	Cost of Repairs
1	Trip Hazard Removal (1/4" – 2")	\$107,623.50

OPTIONAL

No.	Item Description	Cost of Repairs
2	On Curb & At Curb Trip Hazards (1" – 2")	\$263,446.00
3	Patch Locations	\$34,713.00
4	Expansion Joint Locations	\$14,789.25

**Price includes slicing, removal, and all proper disposal fees. Our rate includes marking out the height of each trip-hazard, recording the address where the trip-hazard is located and mapping on the GIS map where all trip-hazards have been removed. Our price assumes we will be working in a specific area and will not require excessive mobilization.*

***Payment Terms are non-negotiable. All payments must be received within 30 days of invoice date or a 1.5% charge per month will incur for all invoice payments past due date.*

Cost Saving Analysis – Remove and Replace

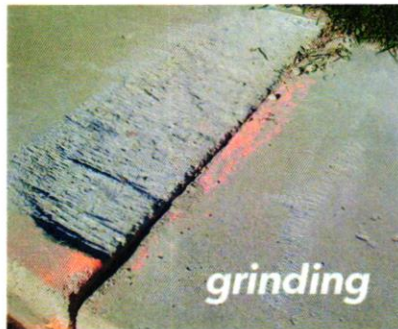
Average Sq/Ft of Panel	# of Panel to Replace per Hazard	Cost of R&R per Sq/Ft	Estimated R&R Cost per Panel
25	3	\$18	\$1,350

Estimated Cost of Slicing per Repair	Estimated R&R Cost per Panel	Total Cost Savings per Panel
\$75	\$1,350	\$1,275

We have calculated the following project to produce cost savings of **approximately \$1,275 per location for the City of Imperial**. The amount proposed from this budget would **result in ~2,500 locations evaluated and repaired**, giving the City of Imperial confidence in a long-term sidewalk maintenance program that prioritizes pedestrian safety and reduced overall liability from their sidewalk asset.

THE PRECISION ADVANTAGE

The cost savings compared to grinding and replacement is important, but the biggest contrast is the quality, aesthetics, and ADA compliance Precision Saw-Cutting Offers!



VS.



Grinding damages the concrete in that it breaks edges, knocks out aggregate, scars the adjacent panels, and creates micro cracks.

Grinding leaves the area looking rough, unfinished, and highlights the uneven scarring.

Grinding does not comply with the ADA slope requirements.

Has absolutely no cost advantage. Very often MORE expensive.

Grinders, due to its design, are unable to maneuver and remove hazards next to objects/obstacles, buildings, and walls.

Grinders face extreme difficulty on removing small trip hazards (under 3/8") and larger trip hazards (over 1 inch).

Overall, an unnecessarily slow process that generates lots of residual dust.

CONCLUSION

Precision Concrete Cutting is continually proven to be an industry leader for trip-hazard removal in identification, data collection, and our patented slicing method. We are members of the League of California Cities, MSA and APWA (National & Local) levels. We are the preferred sidewalk asset management solution for the Cities of San Diego, San Marcos, Del Mar, Vista, Chula Vista, National City, El Cajon and La Mesa. With 20 plus years in working with municipalities, management companies, HOA's, and military, Precision Concrete Cutting really is a cut above the rest.

We look forward to an opportunity to work with The City of Imperial and supporting your efforts to improve sidewalk assets and remove your client's trip-hazard liabilities and future litigation. We are confident that we can meet The City of Imperial's expectations and stand ready to partner with you.

If you have questions on this proposal, feel free to contact me, or Parker Yocum at your convenience by email at Parker@pcctriphazardremoval.com or by phone at 951-760-1945.

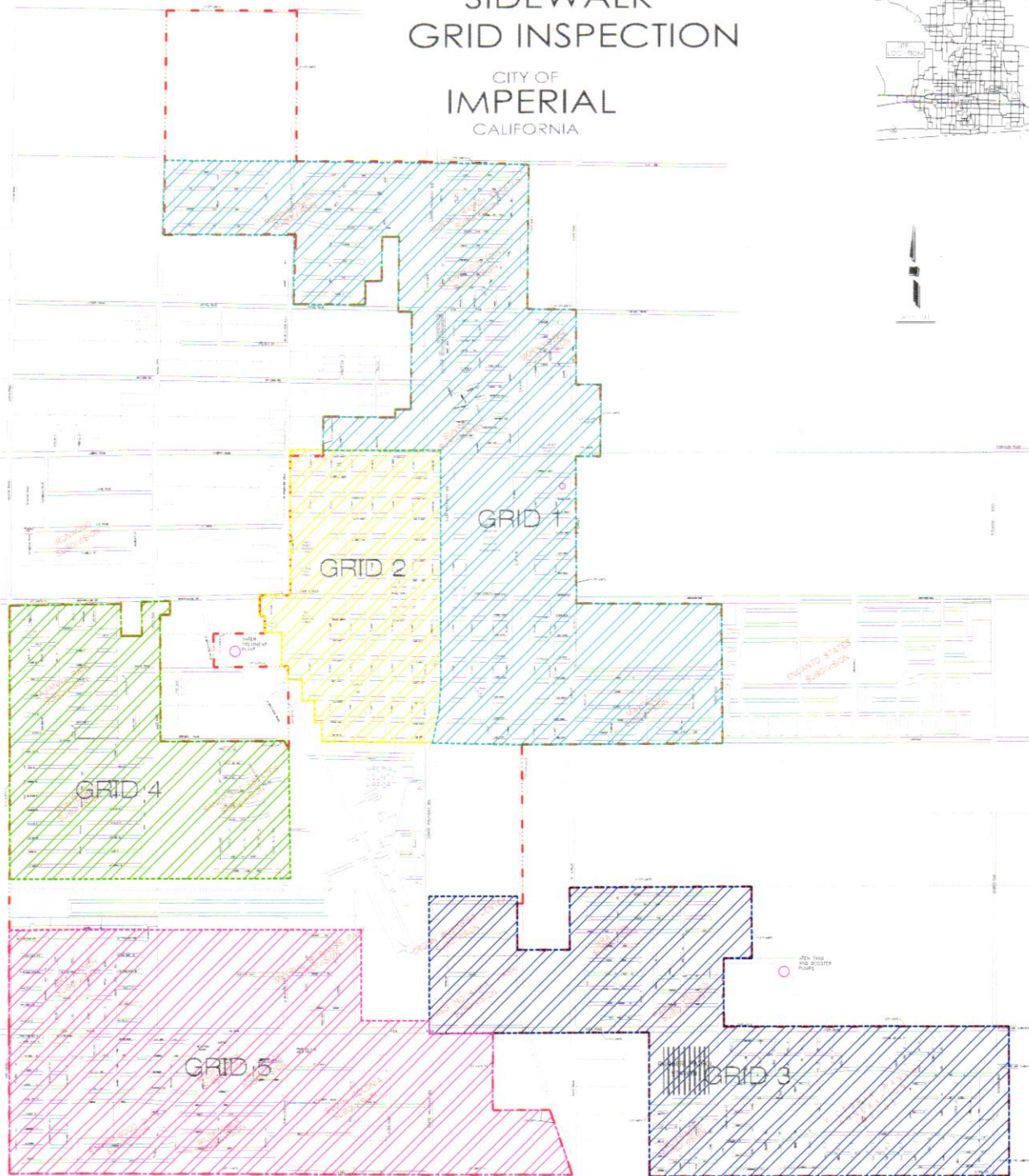
Thank you for your consideration.

Kevin Yocum C O O
Southern California Precision Concrete Inc.
Kevin@SoCalSidewalk.com
760-658-6116

SIDEWALK GRID INSPECTION

CITY OF
IMPERIAL
CALIFORNIA

VICINITY MAP



--- CITY BOUNDARY LINE
--- COUNCILMANIC PARCELS

- GRID 1 - FY 2025/26
- GRID 2 - FY 2026/27
- GRID 3 - FY 2027/28
- GRID 4 - FY 2028/29
- GRID 5 - FY 2029/30

S-1571465		SHEET
SIDEWALK INSPECTION PROGRAM		1
IN THE CITY OF IMPERIAL, CALIFORNIA		OF 1
CLIENT: CITY OF IMPERIAL, CALIFORNIA		DATE: 10/28/2024

DATE SUBMITTED

10/29/25

SUBMITTED BY

PUBLIC SERVICES

DATE ACTION REQUIRED

11/05/25

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

Approve Advanced Water Treatment Specialists to provide Cross-Connection Control Program (CCCP) Coordination Services for the City of Imperial for a two month term.

BACKGROUND/SUMMARY:

Advanced Water Treatment Specialists, led by Mr. Ricardo Arguellez, has submitted a proposal to provide Cross-Connection Control Program (CCCP) Coordination Services for the City of Imperial over a two-month term. These services are essential to maintaining compliance with the State Water Resources Control Board's Cross-Connection Control Policy Handbook and protecting the integrity of the City's public water system. Under the proposed scope, Advanced Water Treatment Specialists will:

- Oversee all aspects of the CCCP to ensure regulatory compliance
- Manage documentation, testing records, and inventory tracking
- Coordinate with certified testers, property owners, and contractors
- Respond to contamination emergencies
- Serve as the primary CCCP contact for staff and agencies

The proposed compensation includes a monthly fee of \$2,500 for up to 16 hours of onsite support, with additional onsite hours billed at \$50/hour. Remote support is also included.

With nearly a decade of experience in water and wastewater operations—including prior service to the City of Imperial—Mr. Arguellez brings expertise and familiarity with the City's infrastructure and regulatory requirements.

FISCAL IMPACT:

\$5,000 (2 months) with additional onsite hours billed at \$50/hr. if needed.

Funds will be expended from water and water distribution funds.

FINANCE
INITIALSVMS

STAFF RECOMMENDATION:

Approve services

DEPT.
INITIALSJng

MANAGER'S RECOMMENDATION:

approveCITY
MANAGER's
INITIALSJHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

Proposal: Cross-Connection Control Program Coordination Services

Submitted to: City of Imperial

Submitted by: Ricardo Arguellez

Term: Two (2) Months

Date: 10/9/25

Dear David,

Thank you for the continued opportunity to serve the City of Imperial. It has been a privilege to lead and administer the City's Cross-Connection Control Program (CCCP), and I am proud of the progress we have made in maintaining regulatory compliance and protecting the public water system.

Given the ongoing needs of the City and the regulatory requirements governing backflow prevention and cross-connection control, I am pleased to submit a formal proposal to serve as the Cross-Connection Control Program Coordinator, meeting the State Water Resources Control requirements stipulated in the new Cross-Connection Control Policy Handbook.

Scope of Services

In my role as the **Cross-Connection Control Program Coordinator**, I will provide the following services:

- Maintain and oversee all aspects of the **Cross-Connection Control Program** to ensure full compliance with state and local regulations.
 - Review, update, and manage all program documentation, including testing records, notices, and inventory tracking.
 - Coordinate with certified backflow testers, property owners, and contractors to ensure timely compliance and testing.
 - Respond to suspected cross-connection contamination emergencies swiftly and effectively.
 - Serve as the primary point of contact for all CCCP-related inquiries, providing guidance to City staff, customers, and regulatory agencies.
 - Participate in meetings and provide periodic updates to City management regarding program performance and compliance status.
 - Identify areas for improvement and recommend program enhancements as needed.
-

Proposed Cost Structure

To support the City in managing a fully compliant and efficient CCCP, I propose the following compensation structure:

- **Monthly Fee:** \$2,500
This includes up to **16 hours of onsite support.**
- Remote support: work on reports, emails, meetings, and answer any questions from City staff and stakeholders.
- **Additional Onsite Hours** (as needed): \$50/hour.

This structure ensures the City receives high-quality service and expert oversight while maintaining flexibility for additional needs as they arise.

Qualifications

With nearly a decade of experience in water and wastewater operations—including my time serving both the Water and Wastewater Treatment Plants for the City of Imperial—I bring a strong foundation in regulatory compliance, system operations, and cross-connection control. My previous role as the CCCP Coordinator for the City of Imperial has equipped me with a deep understanding of the City's infrastructure, program needs, and regulatory expectations.

Conclusion

I am committed to continuing my work with the City of Imperial and ensuring the CCCP remains compliant, efficient, and responsive to both regulatory demands and community needs. I look forward to the opportunity to continue supporting the City in this critical role.

Please feel free to contact me with any questions or to discuss this proposal further.

Advanced Water Treatment Specialists

Ricardo Arguellez, President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SWAIN CAMPBELL INSURANCE 447 West Aten Road Suite #5 Imperial CA 92251		CONTACT NAME: Amber Barros PHONE (A/C, No, Ext): (760) 352-6585 FAX (A/C, No): (760) 352-6742 E-MAIL ADDRESS: info@swaininsuranceagency.com	
INSURED ADVANCED WATER TREATMENT SPECIALISTS 894 S 1ST STREET BRAWLEY CA 92227		INSURER(S) AFFORDING COVERAGE INSURER A: ATAIN SPECIALTY INSURANCE COMPANY INSURER B: WESTERN WORLD INSURANCE COMPANY INSURER C: OHIO SECURITY INSURANCE COMPANY INSURER D: THE HARTFORD INSURER E: UNDERWRITERS AT LLOYD'S LONDON INSURER F:	
		NAIC # 17159 13196 24082 29424 15792	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	CIP476937	07/03/2025	07/03/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAS (26) 69350155	06/15/2025	06/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		XGL8146032	07/03/2025	07/03/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N / A	72WECBT9MWG	07/01/2025	07/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROFESSIONAL LIABILITY		ATRPL281911	07/01/2025	07/01/2026	EACH CLAIM 1,000,000 AGGREGATE LIMIT 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED AS PER WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DATE SUBMITTED 10/29/25
 SUBMITTED BY Police Department
 DATE ACTION REQUIRED 11/05/25

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: **DISCUSSION/ACTION: Approval to purchase one 2025 GMC Sierra Pickup from Imperial Valley Chevrolet**

DEPARTMENT INVOLVED:

Police Department

BACKGROUND/SUMMARY:

The Imperial Police Department is in the process of developing a dedicated Crime Scene Investigations (CSI) function to better respond to and manage evidence collection at major crime scenes. At this time, the department does not have a designated vehicle equipped for this purpose.

Recently, one of the department's unmarked Ford Fusion vehicles sustained significant damage after being struck by another vehicle. The insurance carrier has determined the vehicle to be a total loss. This provides an opportunity to replace the damaged vehicle with one that better aligns with the department's operational needs.

The proposed 2025 GMC Sierra offers the necessary space, payload capacity, and versatility required for transporting evidence collection equipment, crime scene tools, and supplies to and from major incidents.

To identify the most cost-effective replacement, the Police Department obtained three quotes for vehicles suitable for CSI operations. Imperial Valley Chevrolet provided the lowest quote for a 2025 GMC Sierra, making it the most financially advantageous option for the City.

FISCAL IMPACT: The cost of the 2025 GMC Sierra is \$44,345.16. Insurance proceeds from the totaled Ford Fusion are expected to offset a portion of this cost. Any additional expenses will be covered by the Police Department's current vehicle replacement allocation.

FINANCE
INITIALS JMS

STAFF RECOMMENDATION: Approve

DEPT. INITIALS MS #461

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER's
INITIALS John

MOTION:

SECONDED: APPROVED () REJECTED ()
 AYES: DISAPPROVED () DEFERRED ()
 NAYES:
 ABSENT: REFERRED TO:

2025 GMC Sierra 1500 Double Cab RWD Pickup Stock #G36557



Pricing Details

MSRP	\$43,230
Buick & GMC Consumer Cash Program	- \$2,750
GM Bonus Cash	- \$1,750
Dealer Discount	- \$5,000
Price	\$33,730
Total Savings	\$9,500

Chassis Details

Stock Number	G36557	Interior Color	Black
Stock Type	New	Seating Capacity	5
Year	2025	Exterior Color Description	White
Make	GMC	Engine Cylinder Count	4
Model	Sierra 1500	Transmission Type	Automatic
Class	2	Fuel Type	Gasoline
Drivetrain	RWD	Engine Model	L3B
Cab Type	Double	Engine Size (L)	2.7
Vehicle Trim	Pro	Brake Type	Hydraulic
Vehicle VIN	1GTRHAEK8SZ336557	MPG City/Hwy	18/21

Body Details

Body Type	Pickup
-----------	--------

Vehicle Options

Preferred Equipment Group 1SA
3.42 Rear Axle Ratio
Wheels: 17" x 8" Silver Painted Steel
Front 40/20/40 Split-Bench Seat
Vinyl Seat Trim
Standard Suspension Package
Convenience Package
Pro Value Package
Radio: GMC Infotainment Audio System
Deleted Mobile Service Plus
Front License Plate Kit
LED Cargo Area Lighting
Trailer Package
220 Amp Alternator
Electric Rear-Window Defogger
Deep-Tinted Glass
Front Frame-Mounted Black Recovery Hooks
EZ Lift Power Lock & Release Tailgate
4-Way Manual Driver Seat Adjuster
4-Way Manual Passenger Seat Adjuster
Power Front Windows w/Passenger Express Down
Power Rear Windows w/Express Down
Solar Absorbing Tinted Glass
Remote Keyless Entry
Power Door Locks
Power Front Windows w/Driver Express Up/Down
Push Button Start
Hitch Guidance
Heated Power-Adjustable Outside Mirrors
Chrome Header w/Flat Black Grille Insert Bars
GMC Pro Safety
Wireless Apple CarPlay/Wireless Android Auto
Buckle to Drive
IntelliBeam Automatic High Beam On/Off

4-Wheel Disc Brakes
Apple CarPlay/Android Auto
Emergency communication system: OnStar
Auto High-beam Headlights
Front Center Armrest w/Storage
Compass
Variably intermittent wipers
Trip computer
Traction control
Tilt steering wheel
Split folding rear seat
Speed-sensing steering
Speed control
Remote keyless entry
Rear step bumper
Rear reading lights
Radio data system
Power windows
Power steering
Passenger vanity mirror
Passenger door bin
Panic alarm
Overhead console
Overhead airbag
Outside temperature display
Occupant sensing airbag
Low tire pressure warning
Illuminated entry
Fully automatic headlights
Front wheel independent suspension
Front reading lights
Front anti-roll bar
Dual front side impact airbags
Dual front impact airbags

2 Charge/Data USB Ports

OnStar Services Capable

Following Distance Indicator

Forward Collision Alert

Lane Keep Assist w/Lane Departure Warning

Automatic Emergency Braking

Front Pedestrian Braking

6-Speaker Audio System Feature

HD Rear Vision Camera

Wi-Fi Hotspot Capable

Driver door bin

Delay-off headlights

Bumpers: chrome

Brake assist

AM/FM radio

ABS brakes

Voltmeter

Tachometer

Electronic Stability Control

Air Conditioning

6 Speakers

Vehicle Notes

Scores 21 Highway MPG and 18 City MPG! This GMC Sierra 1500 delivers a Turbocharged Gas I4 2.7L/ engine powering this Automatic transmission. WHEELS, 17 X 8 (43.2 CM X 20.3 CM) PAINTED STEEL, SILVER, TRANSMISSION, 8-SPEED AUTOMATIC, (COLUMN SHIFTER) ELECTRONICALLY CONTROLLED, TRAILERING PACKAGE.

This GMC Sierra 1500 Features the Following Options

PRO VALUE PACKAGE, CONVENIENCE PACKAGE, TIRE, SPARE 255/70R17 ALL-SEASON, BLACKWALL, TAILGATE, GATE FUNCTION MANUAL WITH EZ LIFT, SUMMIT WHITE, SEATS, FRONT 40/20/40 SPLIT-BENCH, RECOVERY HOOKS, FRONT, FRAME-MOUNTED, BLACK, REAR AXLE, 3.42 RATIO, PRO PREFERRED EQUIPMENT GROUP, MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE.

Price Includes: \$1750 - GM Bonus Cash. Exp. 11/03/2025 \$2750 - Buick & GMC Consumer Cash Program. Exp. 11/03/2025

\$ 33,730.00	<u>ONLY VALID THROUGH 11/03/2025</u>
2,620.66	(7.75%) SALES TAX
85.00	DOC FEE
35.00	CA EVR FEE
8.75	CA TIRE FEE
<u>\$ 36,479.41</u>	TOTAL

Photos





Vehicle Locator

Dealer Information

IMPERIAL VALLEY CHEVROLET GMC
602 WAKE AVENUE
EL CENTRO, CA 92243
Phone: 760-482-0525
Fax: 760-482-3213

1GTRHAEK8SZ336557

Model Year: 2025

Make: GMC

Model: 1500 Sierra

TC10753-Double Cab Standard Box, 2WD

PEG: 1SA-PRO

Primary Color: GAZ-Summit White

Trim: H1T-1SA-Cloth, Jet Black, Interior Trim

Engine: L3B-Engine: TurboMax High Output

Transmission: MFC-8-Speed Automatic

Event Code: 5000-Delivered to Dealer

Order #: FGNQWR

MSRP: \$43,230.00

Order Type: TRE-Retail Stock

Stock #: G36557

Inventory Status: Available

Additional Vehicle Information

Vehicle Options

Chargeable Options

	MSRP
1SZ-Option Package Discount	-\$1,850.00
PEB-PRO Value Package	\$1,235.00
V76-Recovery Hooks	\$50.00

No Cost Options

C5U-GVW Rating 6800 Lbs
GU6-Rear Axle: 3.42 Ratio
L3B-Engine: TurboMax High Output
MFC-8-Speed Automatic
RD6-Wheels: 17" Steel - Painted Silver
YF5-California Emissions

Other Options

1SA-PRO	4AA-Interior Trim, Jet Black
65C-California Prop 65 Label	AKO-Deep Tinted Glass
AQQ-Keyless Remote Entry	AU3-Power Door Locks
AVI-RESTRAINT PROVISIONS ADJUSTABLE GUIDE LOOP	AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature
BG9-Floor Covering: Rubberized Vinyl, Black	BTM-Keyless Start
C49-Defogger, Rear Window Electric	DLF-Mirrors, O/S: Power, Heated
E63-Body: Pick-Up Bed	EF7-COUNTRY UNITED STATES OF AMERICA (USA)
GAZ-Summit White	H1T-1SA-Cloth, Jet Black, Interior Trim
IOR-GMC Infotainment System	K34-Cruise Control
KW5-Alternator, 220 AMP	MAH-MARKETING AREA US, PUERTO RICO/USVI
N06-STEERING COLUMN LOCK ELECTRICAL	NKD-Engine Sound Enhancement
PCI-Convenience Package	PDI-GMC Pro Safety
QBN-Tires: 255/70 R17 All Season, Blackwall	QBR-Tire, Spare: 255/70 R17 All Season, Blackwall
QK1-Standard Tailgate	QT5-Tailgate Function--Manual w/ Assist, Pwr Release
R9W-Mobile Service Plus Delete	RFQ-Focused Ordering Configuration
SAF-Lock, Spare Tire	SLM-Sales Stock Orders
TQ5-Headlamps, Intellibeam	UE1-OnStar Communication System
UE4-Following Distance Indicator	UEU-Sensor, Forward Collision Alert
UF2-Lighting, Cargo Box, LED	UHX-Lane Keep Assist/Departure Warning
UHY-Automatic Emergency Braking	UKJ-Sensor, Front Pedestrian Braking
UVB-Rear Vision Camera, HD	V46-Bumper, Front, Chrome
VJH-Bumper, Rear, Chrome Step	VK3-Front License Plate Mounting Provisions
VV4-4G LTE Wi-Fi Hotspot capable	WMI-Aero Shutters, front grille
WMZ-VIN MODEL YEAR 2025	Z82-Trailer Package
Z85-Suspension Package	Z88-Nameplate - GMC
ZL3-SALES PACKAGE CONVENIENCE	

NORMAL
GOV'T.
FLEET
PRICING

\$ 43,230.00

- 2,200.00 GM GOVERNMENTAL FLEET DISCOUNT

41,030.00

3,186.41 (7.75%) SALES TAX

85.00 DOC FEE

35.00 CA EVR FEE

8.75 CA TIRE FEE

\$ 44,345.16 TOTAL

RICHARD ALLEN BAILEY

Fleet & Commercial Manager

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rbailey@ivauto.com

ivgm.com

IMPERIAL VALLEY
CHEVROLET GMC

IMPERIAL VALLEY AUTO:

CHEVROLET · GMC · HYUNDAI · HONDA

CHULA VISTA AUTO:

FORD · KIA · HONDA

DATE SUBMITTED

10/29/2025

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

11/5/2025

COUNCIL ACTION (x)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

EV CHARGER STATION INSTALLATION AND EV PURCHASE PHASE 1
CRP 5134 (030)

1. APPROVE THE PLANS & SPECIFICATIONS FOR THIS PROJECT
2. AUTHORIZE TO SEEK BIDS THROUGH A COMPETITIVE BIDDING PROCESS FOR THE INSTALLATION OF THE EV CHARGING STATION CRP 5134 (030)

DEPARTMENT COMMUNITY DEVELOPMENT
INVOLVED:

BACKGROUND/SUMMARY:

City staff has secured an allocation to receive federal funding up to \$311,000 through the *Carbon Reduction Program (CRP)*. The City will be matching the funding in the amount of \$41,000 through local funds.

The scope of work includes installation of an EV Charging Station located at the City of Imperial Transit Center (APN 063-130-008). See "Exhibit A" attached herewith for the proposed plans and specifications. The Community Development Department is requesting authorization to seek bids for the construction of the proposed project.

FISCAL IMPACT:

\$311,000 from CRP Funds
\$41,000 from Local Funds

ADMIN
SERVICES
SIGN INITIALS

JMS

STAFF RECOMMENDATION:

1. Approve the Plans & Specifications for this project
2. Authorize to seek bids through a competitive bidding process for the installation of the EV Charging Station CRP 5134 (030)

DEPT. INITIALS

DM

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER's
INITIALS

DM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO: