

Check Register Report

B-1

Date: 05/15/2025

Time: 8:33 am

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
124747	05/08/25	Printed			8684	ALEXIS RETANA	9988-3012/498 TRESHILL#104	172.23
124748	05/08/25	Printed			195	ALLIED WASTE	APRIL 2025- TRASH 82735	191,087.12
124749	05/08/25	Reconciled		05/12/25	884	ALPHA SITE LOGISTICS	126919 83077	290.08
124752	05/08/25	Reconciled		05/12/25	5956	AMAZON CAPITAL SERVICES	1L39-NYKR-7M9T 82980	6,188.73
124753	05/08/25	Printed			8685	ANA VAZQUEZ JIMENEZ	9956-0685/221 N IMPERIAL	89.52
124754	05/08/25	Printed			3012	ANTUNEZ AUTO BODY PARTS	122713 83102	487.13
124755	05/08/25	Printed			3761	ARIZONA PIPELINE	9868-0747/290 E 7TH CONST.	156.85
124756	05/08/25	Reconciled		05/12/25	1851	AT&T LONG DISTANCE	760-355-1158 5/5/25	1,961.00
124757	05/08/25	Reconciled		05/13/25	8279	AT&T MOBILITY	287335981729X05042025	4,758.49
124759	05/08/25	Printed			4400	BABCOCK LABORATORIES, INC.	CE50044-8203 83251	1,822.11
124760	05/08/25	Reconciled		05/12/25	7493	BACK FLOW PARTS USA	199118 83073	1,414.96
124761	05/08/25	Reconciled		05/14/25	6069	BAKER DISTRIBUTING COMPANY LLC	FT78645 83254	96.69
124762	05/08/25	Reconciled		05/12/25	3869	BASE HILL INC.	25898 APRIL 2025 83180	4,497.00
124765	05/08/25	Reconciled		05/13/25	7158	BLUETARP FINANCIAL, INC.	I38116 83094	2,052.82
124766	05/08/25	Printed			7808	BOOT BARN HOLDINGS	INV00476485 J ALVARADO 82424	400.00
124767	05/08/25	Reconciled		05/13/25	8296	BRAWLEY ANALYTICAL, INC.	001112 83266	643.50
124768	05/08/25	Reconciled		05/13/25	674	BRENNTAG	BPI514001 83196	5,325.20
124769	05/08/25	Reconciled		05/13/25	6286	BURKE, WILLIAMS & SORENSEN, LL	341128 82499	20,326.00
124770	05/08/25	Printed			110	CALIFORNIA LIBRARY ASSOCIATION	300015263 82997	1,250.00
124771	05/08/25	Reconciled		05/13/25	455	CALIFORNIA STATE DISBURSEMENT	5/2/25	1,594.13
124772	05/08/25	Printed			3774	CB MUSIC PRODUCTIONS, LLC	20250516DLT-1 BALANCE 83093	3,500.00
124773	05/08/25	Printed			8679	CHRISTOPHER WINTERS	9978-3010/498 TRESHILL #101	83.78
124774	05/08/25	Reconciled		05/13/25	3029	CLAIREMONT EQUIPMENT	RA30064-01 83194	653.53
124775	05/08/25	Printed			8104	CLIFFORD SCHNEIDER IV	03/30/25 - 04/2/25 CAR RENTAL	48.37
124776	05/08/25	Printed			6222	CODE EXXPERTS, LLC	2025-0007 82550	1,900.00
124777	05/08/25	Reconciled		05/13/25	1132	COMPUTERSHARE CORPORATE	IMPE516TAR 6/1/25 82731	79,675.00
124778	05/08/25	Reconciled		05/13/25	1132	COMPUTERSHARE CORPORATE	IMPE516TTARB 6/1/25 82737	195,289.63
124779	05/08/25	Reconciled		05/13/25	514	CORE & MAIN LP	W892794 83252	7,104.79
124780	05/08/25	Reconciled		05/13/25	3132	D & R SUPPLY	13513 83282	441.24
124781	05/08/25	Reconciled		05/13/25	1056	DELL MARKETING L.P.	10812309124 82541	2,733.44
124782	05/08/25	Printed			2815	DEVELOPMENT MANAGEMENT GROUP	APRIL 2025 82772	9,000.00
124783	05/08/25	Reconciled		05/14/25	4049	DIVISION OF THE STATE	1ST QTR JAN -MARCH 2025 82734	105.20
124785	05/08/25	Reconciled		05/13/25	2019	DRISCOLLS	9683 83012	1,401.84
124786	05/08/25	Reconciled		05/14/25	4661	E.H. WACHS	INV234950 82600	104,077.03
124787	05/08/25	Reconciled		05/13/25	207	EL CENTRO MOTORS	5234397 83085	479.75
124788	05/08/25	Printed			4387	ELENA LOPEZ	9954-0640/605 N D	42.05
124789	05/08/25	Reconciled		05/12/25	1123	EMPIRE SOUTHWEST, LLC	EPWK0650922 83276	1,131.85
124790	05/08/25	Printed			8064	ENTERPRISE FLEET MANAGEMENT,	575205A-050325 82739	13,300.46
124791	05/08/25	Reconciled		05/14/25	5134	FORENSIC DRUG TESTING SERVICES	2025-1939 83303	728.60
124792	05/08/25	Reconciled		05/12/25	6545	GISSELL FRAZIER	5/6/2025 CAPE TRAINING	64.50
124793	05/08/25	Reconciled		05/13/25	4456	GRAFFIK SCREEN PRINTING	4139 83091	870.00
124794	05/08/25	Reconciled		05/13/25	710	GRAINGER	9485093430 83274	2,164.00
124795	05/08/25	Printed			8683	HARTZOG & CRABILL INC.	25-0056 (HCI#3808) 83273	7,850.00
124796	05/08/25	Reconciled		05/12/25	1349	HDL COREN & CONE	SIN049758 82733	1,875.00
124797	05/08/25	Reconciled		05/12/25	8224	HEALTH AND HUMAN RESOURCE	E0344225 83300	144.44
124798	05/08/25	Reconciled		05/12/25	3039	HOLTVILLE TRIBUNE	0101887 82914	4,900.00
124800	05/08/25	Printed			2096	HOME DEPOT CREDIT SERVICES	REF #124426 83195	3,820.18
124801	05/08/25	Reconciled		05/12/25	3841	IB TERAN	5/11/25 - 5/15/25 FIREARMS INSTRUCTOR	387.00

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Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
124802	05/08/25	Printed			120	IMPERIAL COUNTY FIRE DEPT.	APRIL 2025 82770	119,040.88
124803	05/08/25	Reconciled		05/14/25	4637	IMPERIAL COUNTY PUBLIC HEALTH	24833 83197	520.00
124804	05/08/25	Reconciled		05/12/25	028	IMPERIAL IRRIGATION DISTRICT	MAY 6, 2025	54,794.98
124805	05/08/25	Reconciled		05/13/25	1336	IMPERIAL LANDFILL- 4136	4136-000022291 Sludge 4/1-4/15 83178	2,713.88
124806	05/08/25	Reconciled		05/12/25	102	IMPERIAL POLICE OFFICERS ASSN.	5/2/25	1,367.50
124808	05/08/25	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B75682 83281	379.08
124811	05/08/25	Reconciled		05/14/25	6472	INGRAM LIBRARY SERVICES	88012120 82971	2,496.15
124812	05/08/25	Printed			1166	JAMES TUCKER	5/17/25 - 5/19/25 ICSC CONVENTION	215.00
124813	05/08/25	Printed			8686	JEROME LEVI SHEPPARD	9820-0702/2397 BARBARA	24.93
124814	05/08/25	Reconciled		05/12/25	8644	JESSICA HURTADO	5/2/25	1,507.37
124815	05/08/25	Printed			8141	JGC GOVERNMENT RELATIONS, INC.	2021 82767	3,000.00
124816	05/08/25	Reconciled		05/12/25	008	JIM REITER'S LOCKSMITH & SAFE	277154 82697	285.18
124817	05/08/25	Reconciled		05/13/25	6365	JOHN DEERE FINANCIAL	P7369343 83255	137.49
124818	05/08/25	Reconciled		05/13/25	868	K-C WELDING & RENTALS, INC.	212770 83095	4,987.34
124819	05/08/25	Printed			2901	KIMBALL MIDWEST	103297714 83182	1,575.54
124820	05/08/25	Reconciled		05/13/25	1647	LA BRUCHERIE IRRIGATION SUPPLY	302578C 83278	1,327.48
124821	05/08/25	Reconciled		05/12/25	5230	LABOR COMPLIANCE CONSULTANTS	2799 82916	1,625.00
124822	05/08/25	Printed			8563	LEE DAVIS	BEE PRESENTATION 4/22/25 82987	128.00
124824	05/08/25	Reconciled		05/14/25	1996	LEE TIRE CO.	404430 83270	3,908.42
124825	05/08/25	Printed			788	LIEBERT CASSIDY WHITMORE	291416 83301	725.00
124826	05/08/25	Reconciled		05/12/25	101	LINCOLN LIFE	5/2/25	767.00
124827	05/08/25	Reconciled		05/12/25	8676	LORENIA QUIROZ	9824-0232/2726 MEADOWBROOK	73.17
124828	05/08/25	Printed			8687	LUIS GUILLERMO VARGAS	9976-0530/411 N H	11.00
124829	05/08/25	Printed			8678	MADRID EQUIPMENT RENTALS INC	9812-0098/531 LEE	183.55
124830	05/08/25	Reconciled		05/12/25	260	MALLORY SAFETY AND SUPPLY LLC	6147804 83187	538.75
124831	05/08/25	Printed			8688	MANUEL MARTINEZ	9521-0037/1420 RAMONA	26.17
124832	05/08/25	Reconciled		05/13/25	8689	MANUEL SILVA	9978-3073/498 TRESHILL#145	77.41
124833	05/08/25	Printed			6499	MARIO ROACHO	PARK AFTER DARK-BALANCE 83092	2,200.00
124834	05/08/25	Printed			6499	MARIO ROACHO	PARK AFTER DARK-LED MONITOR 83076	2,000.00
124835	05/08/25	Reconciled		05/12/25	8690	MICHAEL STALLMAN	9978-4106/480 TRESHILL#167	177.31
124836	05/08/25	Reconciled		05/12/25	1190	MISSIONSQUARE - 304257	5/2/25	326.40
124837	05/08/25	Reconciled		05/08/25	8617	MOISES M. MURILLO	5/6/2025 CAPE TRAINING	64.50
124839	05/08/25	Reconciled		05/14/25	8669	NAPA AUTO PARTS	567049 83258	1,012.06
124840	05/08/25	Reconciled		05/13/25	8633	NC CHILD SUPPORT CENTRALIZED	5/2/25	264.00
124841	05/08/25	Reconciled		05/13/25	079	ONE SOURCE DISTRIBUTORS	S007635113.002 83261	1,483.25
124842	05/08/25	Reconciled		05/14/25	219	PADRE USA	16031677 83084	677.05
124843	05/08/25	Reconciled		05/13/25	2782	PRINCIPAL LIFE INSURANCE COMP	1044724-10001 MAY 2025 82729	6,174.73
124844	05/08/25	Reconciled		05/13/25	8516	QUICK QUACK CAR WASH	ARB221041 82736	208.89
124845	05/08/25	Reconciled		05/13/25	3698	RESIDEO LLC	ZN6QNB01 83208	400.64
124846	05/08/25	Reconciled		05/13/25	3786	RINGCENTRAL INC	CD_001095769 83204	1,376.84
124847	05/08/25	Reconciled		05/14/25	8680	ROBERT FUGETT	9911-0074/610 TIGER LILY	478.79
124848	05/08/25	Reconciled		05/12/25	7343	ROVE ENGINEERING INC	7050 82929	229,599.28
124849	05/08/25	Reconciled		05/12/25	7343	ROVE ENGINEERING INC	7114 82390	419,739.26
124850	05/08/25	Reconciled		05/12/25	3526	RSD	3343568-00 83283	199.79
124851	05/08/25	Reconciled		05/12/25	957	SC FUELS	IN-0000122344 83284	2,448.88
124852	05/08/25	Reconciled		05/13/25	979	SELLERS PETROLEUM	CL44423	14,712.23

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UNION BANK Checks								
124853	05/08/25	Reconciled		05/14/25	1239	SHERWIN-WILLIAMS	7163-5 83265	714.60
124854	05/08/25	Printed			2365	SPARKLETTS	9437092 APR25	816.99
124855	05/08/25	Printed			7623	STERICYCLE, INC.	8010727816 82737	300.62
124856	05/08/25	Reconciled		05/14/25	6193	STRADLING YOCCA CARLSON&RAUTH, SUPERIOR READY MIX CONCRETE LP	4818233 82768	280.00
124857	05/08/25	Reconciled		05/12/25	1265	TERMINIX OF IMPERIAL VALLEY	474948 83268	2,170.41
124858	05/08/25	Reconciled		05/14/25	095	TOMAS & ARIANA SMITH	10007604 RENEWAL 2025 83277	168.00
124859	05/08/25	Printed			8681	U.S. BANK	5/17/25 - 51/19/25 ICSC CONVENTION	215.00
124860	05/08/25	Printed			8691	WALMART 4/16/25 82976	8822-0032/701 DAWN	148.23
124869	05/08/25	Reconciled		05/08/25	5837	UNDERGROUND SERVICE ALERT OF	24-253558 82738	24,791.93
124870	05/08/25	Printed			275	UNITED PARCEL SERVICE		201.20
124871	05/08/25	Reconciled		05/14/25	2008	UNITED WAY OF IMPERIAL COUNTY	Y00924175 5/5/25	109.71
124872	05/08/25	Printed			944	USA BLUEBOOK	5/2/25	6.00
124873	05/08/25	Reconciled		05/12/25	1100	VENCER PUBLIC AFFAIRS &	INV00697688 83269	4,920.92
124874	05/08/25	Printed			8150	VERIZON WIRELESS	293 82769	2,000.00
124875	05/08/25	Printed			611	VESTIS GROUP, LLC	6111683855	949.39
124876	05/08/25	Reconciled		05/13/25	2081	VICTOR MORALES	MAY 2025	4,038.38
124877	05/08/25	Printed			8677	WASTE MGMT REIMB. 82924		500.00
124878	05/08/25	Reconciled		05/12/25	5674	WAGWORKS, INC	INV7755569 APR 2025 82496	140.60
124879	05/08/25	Reconciled		05/13/25	7695	WINNCOM TECHNOLOGIES CORP	90002466 82502	1,522.15
124880	05/08/25	Printed			355	WYMORE, INC.	1239417 83262	4,194.68
124881	05/08/25	Reconciled		05/08/25	5837	U.S. BANK	SO 4-16-2025 83286	4,048.91
124882	05/08/25	Printed			1539	SECRETARY OF STATE OF CALIFORN	NOTARY STATE EXAM-L. GALINDO 82926	40.00

Total Checks: 116

Checks Total (excluding void checks):

1,626,643.13

Total Payments: 116

Bank Total (excluding void checks):

1,626,643.13

Total Payments: 116

Grand Total (excluding void checks):

1,626,643.13



*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

May 7, 2025

Closed Session at 06:00 pm

Open Session at 07:00 pm

6:00 P.M. CLOSED SESSION

CALL TO ORDER: Mayor Tucker called the meeting to order at 6:00 p.m.

ROLL CALL: Council Members Amparano, Burnworth, Mayor Tucker, City Manager Morita, Assistant to the City Manager Garcia, and Attorney Turner.

Council Member Mendoza arrived at 6:40 p.m.

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: None

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Existing Litigation - G.C §54956.9 (d)(2)

Name of Case: Haller v. City of Imperial; Imperial County Superior Court Case No. ECU003506

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION – GC 54956.7 (b) (1)

Title of Position: City Manager

7:00 P.M. REGULAR MEETING

CALL TO ORDER: Mayor Tucker called the meeting to order at 7:19 p.m.

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

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Mr. Molar.

ADJUSTMENTS TO THE AGENDA: None

CITY ATTORNEY REPORT ON CLOSED SESSION: The City Attorney, Turner, stated that direction was given for Existing Litigation and no reportable action on Labor Negotiators and Employee Performance Evaluation.

PUBLIC COMMENT:

Fernando Zavala from Quechan Casino and Resort was present to let the City know about the resources they offer.

Public Comment received by A. Molar regarding some streets in the city of Imperial.

A. PRESENTATIONS:

- A-1. Kristina Shields, City Clerk, received the proclamation for Professional Municipal Clerks Week
- A-2. Aaron Reel, Police Chief, received the proclamation for National Police Week
- A-3. Community Development Department's Transportation Project: Recent, Past, Under Construction, and Upcoming.
- A-4. Budget presentation by Victor Manriquez, Administrative Services Director

B. CONSENT AGENDA:

- B-1. Approval of Warrants Report.
- B-2. Approve the Regular City Council meeting minutes of April 16, 2025.
- B-3. Authorize electronic submittal of support letters for AB 762 and SB 45.
- B-4. Approval to declare Mitel phone system equipment as surplus.

Moved by Burnworth, seconded by Amparano, to approve the Consent Agenda.

AYES: Amparano, Burnworth, and Tucker

NOES: None

ABSTAIN: Mendoza & Obeso-Martinez

ABSENT: None

MOTION CARRIES: 3-0-2

C. ACTION ITEMS (DISCUSSION/ACTION):

- C-1. Approve and adopt Resolution No. 2025-12 and Resolution No. 2025-13, designating two (2) parcels as surplus land.

Presenter: Dennis H. Morita, City Manager

Recommendation: Adopt Resolution No. 2025-12 (APN 063-054-038) and Resolution No. 2025-13 (APN 063-121-004), RESOLUTIONS OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL DECLARING CERTAIN PROPERTY AS SURPLUS LAND UNDER THE SURPLUS LAND ACT.

Moved by Amparano, seconded by Obeso-Martinez, to approve Resolution No. 2025-12 and Resolution No. 2025-13.

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

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

C-2. Adopt City of Imperial procedures for the public hearing regarding AB 2561 on city vacancies, recruitment, and retention efforts.

Presenter: Kristen Smith, Human Resources Manager

Recommendation: Adopt procedures for the City of Imperial public hearing regarding AB 2561 on city vacancies, recruitment, and retention efforts.

Moved by Mendoza, seconded by Burnworth, to approve and adopt procedures for the City of Imperial public hearing regarding AB2561 on city vacancies, recruitment, and retention efforts.

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

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

C-3. Approval of the Public Services Supervisor description and related allocation changes.

Presenter: Kristen Smith, Human Resources Manager

Recommendation:

1. Authorization to delete one (1) vacant full-time allocation of Public Services Foreman
2. Approve budget amendment to add and fund one (1) full-time Engineering Technician/Inspector, Salary Range 74.
3. Approve and adopt the job description for Public Services Supervisor.
4. Approve a budget amendment to add and fund one (1) full-time allocation of Public Services Supervisor, Salary Range 85.

Moved by Burnworth, seconded by Obeso-Martinez, to approve the Public Services Supervisor description and related allocation changes.

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

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

C-4. Approve contract award to Rove Engineering for the Manhole and Lift Station Rehabilitation and New Manhole Installation project in the City of Imperial; Bid No. 2025-01 and authorize a 10% contingency.

Presenter: David Dale, Public Services Director

Recommendation: Approve contract award to Rove Engineering for the Manhole and Lift Station Rehabilitation and New Manhole Installation project; Bid No. 2025-01 and authorize 10% contingency.

Moved by Obeso-Martinez, seconded by Amparano, to approve Bid No. 2025-01.

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

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

C-5. Approve and adopt Resolution No. 2025-11, declaring an emergency for foundation repairs at City Hall.

Presenter: David Dale, Public Services Director

Recommendation: Approve and adopt Resolution No. 2025-11, RESOLUTION DECLARING AN EMERGENCY, RATIFYING ACTION TAKEN BY THE CITY MANAGER TO ADDRESS THE EMERGENCY AND AUTHORIZING REPAIRS ON AN EMERGENCY BASIS.

Moved by Burnworth, seconded by Amparano, to approve Resolution No. 2025-11.

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

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

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 ended this meeting at 8:11 p.m. and adjourned until the next council meeting on May 21, 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 21st day of May 2025.

KRISTINA SHIELDS
City Clerk

DATE SUBMITTED 05/12/25
 SUBMITTED BY Police Department
 DATE ACTION REQUIRED 05/21/25

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 Full-Time and Part-Time School Resource Officer Agreement for fiscal years 2025-2028

DEPARTMENT INVOLVED:
Police

BACKGROUND/SUMMARY:

This agreement provides one full-time School Resource Officer and one part-time School Resource Officer for the Imperial Unified School District. The school district reimburses the fully burdened cost for the full-time School Resource Officer. That amount is \$93,021.26 during 2025-2026, \$95,473.91 during 2026-2027, and \$101,719.70 during 2027-2028.

The school district reimburses the fully burdened cost for the part-time School Resource Officer. That amount is \$37,938.63 during 2025-2026, \$38,839.48 during 2026-2027, and \$39,766.53 during 2027-2028.

FISCAL IMPACT:

No additional impact to the General Fund due to budgeted salaries.

FINANCE
INITIALS

JMS

STAFF RECOMMENDATION: Approve

DEPT. INITIALS

MS/KC

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

OKM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

Imperial Unified School District

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR FULL-TIME AND PART-TIME SCHOOL RESOURCE OFFICERS, is made and entered into effective this _____ day of _____ 2025, by and between the **CITY OF IMPERIAL** a municipal corporation of the State of California, and the **IMPERIAL UNIFIED SCHOOL DISTRICT** ("IUSD" or "'District") (individually, "'Party", collectively "Parties"):

RECITALS

WHEREAS, the City and the District are committed to providing safe schools where students can learn and teachers can teach and agree that effective schooling requires a safe and orderly environment in which learning can occur; and

WHEREAS, the City, the IUSD and the City of Imperial Police Department ("IPD" or "Police Department") recognize that children are our community's most valuable asset. and the safety of students and staff in our school district is a shared priority of the City, the IUSD, the IUSD Governing Body students, staff, parents, and guardians; and

WHEREAS, the City and IPD, in collaboration with the IUSD, has implemented the School Resource Officer Program ("SRO Program"); and

WHEREAS, the parties to this MOU agree that at all times School Resource Officers ("SROs") are sworn law enforcement officers employed by the IPD who have a duty and an obligation to enforce the laws of the State of California and, at all times, are governed by the Rules and Regulations of the IPD; and

WHEREAS, the parties to this MOU further agree and understand that responsibility for school discipline rests with school administration(s) and all decisions related to school discipline must be consistent with the District's Code of Conduct; and

WHEREAS, the parties wish to enter into an MOU which complies with applicable California Department of Education Laws and Codes and defines roles and responsibilities of school personnel, security personnel, and law enforcement who are deployed in schools.

NOW, THEREFORE, for good and valuable consideration, it is agreed as follows:

1. PURPOSE

The purpose of this MOU is to provide for the health, safety, and welfare of IUSD students by providing for community partnership programs involving School Resource Officers (SRO) assigned by the City of Imperial, herein referred to as "City", through the Imperial Police Department (IPD) to IUSD Schools.

This MOU is intended to facilitate a clear understanding of the roles, duties, and responsibilities of SROs, IUSD, City and IPD in this collaboration. This MOU formalizes the partnership between IUSD, City, and IPD related to the assignment of SROs within the District.

This MOU reinforces the commitment of the Parties that schools are meant to be safe places where students can learn from their mistakes in order to grow into healthy, productive adults. The purpose of this MOU is to set forth guidelines to ensure that City, IPD, and IUSD have a shared understanding of the roles and responsibilities of each in maintaining safe schools, improving school climate, and supporting educational opportunities for all students.

2. SRO DUTIES AND SCHEDULE

2.1. Duties: The SRO's scope of duties when assigned in said capacity, will include:

- a. investigate reported or self-initiated criminal law violations and response to police related safety incidents, and,
- b. provide teacher / faculty training when requested, and,
- c. conduct classroom presentations when requested, and,
- d. participate in parent workshops / conferences, and
- e. offer students law enforcement related counseling, guidance and referrals to other agencies, as needed.

2.2. Schedule

- 2.2.1 The Parties shall agree upon a schedule for the SROs' duties and at which school sites. The Parties anticipate the SROs' time to be distributed between all sites, District locations and District-sponsored events, depending on the needs of the District. IPD Police Chief shall have final authority to determine the SRO's schedule.
- 2.2.2 The Full-time SRO will be assigned to work Monday through Friday (0800 hrs. through 1600 hrs.) which corresponds with the normal school schedule for schools in the IUSD for the full term of a normal school year. The standard expectation will be the SRO will generally not request discretionary time off during the regular school calendar. In the event that there is an absence or replacement, Section 3 of this MOU shall apply.
- 2.2.3 The Part-time SRO will be assigned to work Tuesday through Friday (1100 hrs. through 1600 hrs.) which corresponds with the days and hours the majority of

students are on campus. The standard expectation will be the SRO will generally not request discretionary time off during the regular school calendar. In the event that there is an absence or replacement, section 3 of this MOU shall apply.

- 2.2.4 IUSD has the option to elect/request summer school coverage by an SRO. The schedules and time will be proposed and accounted for prior to assigning an SRO to the summer school programs. IPD Police Chief shall have final authority to determine the SRO's summer schedule.

3. ABSENCES AND REPLACEMENTS

- 3.1 **Absences:** In the event an assigned SRO is to be absent from work, the SRO shall notify his/her City supervisor as well as notify school staff when possible. In the event of longer-term absences, the City shall promptly notify the Superintendent of Schools that the SRO will be absent, shall assign a replacement, and shall notify the Superintendent of Schools or of the replacement. IPD Police Chief shall have final authority to determine the extent of and availability of the replacement.
- 3.3 **Replacements and Removals:** In the event that the Superintendent of Schools and/or the City determine that the work of an SRO is unsatisfactory to either or both, the Superintendent and the City shall meet to seek agreement on corrective action to be taken to address the issue. The City shall have sole discretion to appropriately address any personnel matters and shall comply with City MOUs, rules and regulations, and Police Department Policy and Procedure Manual regarding the same.

4. ASSIGNMENT AND SELECTION

- a. The City is solely responsible for the identification and selection of personnel considered qualified to satisfactorily fulfill the role of SRO.
- b. The period of assignment for an individual SRO is limited to five years based on satisfactory performance and at the completion of which, a replacement shall be selected by the City. (See section 3.3 for removal prior to the completion of 5 years).
- c. The City agrees to include IUSD in the review and selection process for the SRO positions when replacement and/or assignment of staff is needed. Input from IUSD will be considered when selecting SRO to ensure the best fit for both parties. Final determination on review of the SRO shall be with the IPD Police Chief.
- d. The City retains final decision making for assignment and selection of SRO personnel.

5. PARTIES' UNDERSTANDING AND RESPONSIBILITIES

- 5.1 **Understanding:** It is understood by IUSD that City is a public agency providing service to IUSD. Additionally, it is understood by the Parties that the SRO shall be an employee of the City entitled to all rights and benefits accorded to similarly

situated City employees and that the SRO is not an employee of IUSD nor is the SRO entitled to any rights and benefits of an IUSD employee. Accordingly, the City will be responsible for all local, state and federal employment withholding taxes, workers compensation for its employees, and all other applicable employment costs and benefits for the SRO.

5.2 City responsibilities

- 5.2.1 City agrees to provide an SRO to act as a uniformed officer with high visibility presence on and around the various school sites of IUSD, located in the City during the agreed upon times and/or days.
- 5.2.2 City agrees to furnish all normal equipment associated with the position of police officer, to include the use of an IPD vehicle. City will provide the administrative support services for all personnel assigned under this MOU. City agrees to send the assigned SRO to the basic (CA - POST) School Resource Officer Course within the first 120 days of the assignment, if POST has not yet been completed or is not current.
- 5.2.3 City shall bear the cost of any overtime accrued by the SRO when assigned to duties unrelated to IUSD.
- 5.2.4 City agrees not to invoice IUSD for any sick days or schedule days off associated to the SRO specific to his / her regular assigned work period. In the event the SRO will be out in excess of 7 or more days, IPD will make every effort to find a replacement officer, temporarily, until the SRO returns.
- 5.2.5 The service of the SRO under this MOU shall be subject to the supervision by and direction from the City's Authorized Representative (the Police Chief) or an authorized designee of the Police Chief.
- 5.2.6 The services performed by City under this MOU shall be subject to all applicable City, State, and Federal Code sections including the immunity protections of Government Code section 6513, and the provisions of Government Code sections 895 through 895.8.

5.3 IUSD Responsibilities

- 5.3.1 IUSD will include the SROs in appropriate IUSD meetings, trainings and updates, as needed. An IUSD representative will act as liaison between IUSD and City. The IUSD representative will work with the SROs to maintain records of data (for example, arrests, offenses, and dispositions).
- 5.3.2 IUSD will provide a secure workspace/office space for the assigned SROs. IUSD shall reimburse City for cost of cell phone issued for the Resource Officer's use in carrying out City's duties as set forth in this MOU.

5.3.3 Except as specifically set forth herein, IUSD shall pay 50% of the fully burdened base pay of the part-time SRO and 100% of the fully burdened base pay of the full-time SRO. IUSD in effect as of the date of this MOU and as may be amended from time to time.

5.3.4 In the event the SRO is entitled to receive overtime pay during any period wherein the SRO has performed SRO duties assigned by IUSD. IUSD shall review, authorize, and reimburse the City for the additional cost of overtime earned by the SRO on a pro rata basis.

6. COMPLAINTS

If a concern arises pertaining to the quality of services performed by any SRO under this MOU, the IUSD Authorized Representative, the Superintendent or authorized designee, shall promptly notify the City's Authorized Representative, the Chief of Police or authorized designee, regarding the nature of the concern and any requested corrective action to be taken by the City. IPD shall have final authority to determine how to address personnel matters and shall work with Superintendent on any communication or action required by IUSD.

7. TERM OF MOU

The term of this MOU shall be for a three-year period, beginning the FY 2025-2026 school year through FY 2027-2028 school year. The Parties agree to enter into negotiations for subsequent fiscal years no later than May 1st, of 2028.

8. COMPENSATION

IUSD shall pay the City the fully burdened base pay (**Officer Mark Janosz**) for services provided under this Agreement during the term of the MOU as outlined in Section 7 "Term of MOU" as follows not to exceed ninety-three thousand, twenty-one dollars and twenty-six cents. (**\$93,021.26**) during 2025-2026, ninety-five thousand, four hundred seventy-three dollars and ninety-one cents (**\$95,473.91**) during 2026-2027, and one hundred one thousand, seven hundred nineteen dollars and seventy cents (**\$101,719.70**) during 2027-2028 school years, which, for purposes of this agreement, shall be **220** days for each of the respective three years. IUSD shall make payment to the City no later than thirty (**30**) days after IUSD's receipt of an invoice from the City. City shall bill monthly.

IUSD shall pay the City half (50%) the fully burdened base pay (**Officer Carmen Fierro**) for services provided under this Agreement during the term of the MOU as outlined in Section 7 "Term of MOU" not to exceed thirty-seven thousand, none hundred thirty-eight dollars and sixty-three cents. (**\$37,938.63**) during 2025-2026, thirty-eight thousand, eight hundred, thirty-nine dollars and forty-eight cents (**\$38,839.48**) during 2026-2027, and thirty-nine thousand, seven hundred sixty-six dollars, and fifty-three cents (**\$39,766.53**) during 2027-2028 school years, which, for purposes of this agreement, shall be **152** days. IUSD shall make payment to the City no later than thirty (**30**) days after IUSD's receipt of an invoice from the City. City shall bill monthly.

The salary and benefit projections for the 2026–2027 and 2027–2028 school years are based on an anticipated cost of living allowance (COLA) increase. However, the current Memorandum of Understanding (MOU) with the Imperial Police Officers Association is set to expire on June 30, 2026. Should the City receive notice of any approved salary or benefit increases under the successor MOU that exceed the projections noted herein, the City will promptly notify IUSD. In such event, the parties agree to make corresponding adjustments to this MOU as necessary, without requiring the termination and re-execution of the entire agreement.

9. PAYMENT

IUSD shall make payment to the City no later than thirty (30) days after IUSD's receipt of an invoice from the City. City shall bill monthly.

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail should be addressed to the parties' Authorized Representatives as follows:

TO CITY: City of Imperial
420 South Imperial Avenue
Imperial, California 92251
Attn: Dennis H. Morita, City Manager

TO IUSD: Imperial Unified School District
219 North "E" Street
Imperial, California 92251
Attn: Bryan Thomason, Superintendent

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

10. INDEMNIFICATION

10.1 City of Imperial

The City agrees to indemnify and save IUSD, its agents and employees, harmless from any and all claims, damages, costs and expenses in law or equity, including cost of suits and expenses for legal services caused by the independent acts of the City, its agents or employees, in connection with the performance of this MOU.

10.2 Imperial Unified School District

IUSD agrees to indemnify and save the City, its agents and Employees, harmless from any and all claims, damages, costs or expenses in law or equity, including costs of suits and expenses for legal services, caused by the independent act of IUSD, its agents or employees, in connection with the performance of this MOU.

These provisions shall survive any expiration, termination, or non-renewal of this MOU.

11. INDEPENDENT CONTRACTOR

- 11.1** The City shall be providing services to IUSD as an independent contractor, and any and all services performed by the SRO under this MOU shall be performed consistent with this relationship.
- 11.2** The SRO shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit.
- 11.3** The SRO shall not have, or hold himself/herself out as having the authority or power to bind or create liability for the School District by the SRO's acts or omissions.
- 11.4** As the SRO's employer, the City shall comply with all Federal, State, and local laws rules and regulations.
- 11.5** The City shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District.

12. INSURANCE

Each party accepts the others' self-insurance in lieu of requiring specific commercial coverage.

13. TERMINATION OF MOU

- 13.1** IUSD or City may terminate this MOU without cause any time after the Effective Date, by giving a thirty (30) days written notice to the other party.
- 13.2** In the event that either party fails to perform a material term of this MOU, then either party shall have the right to terminate the MOU with seven (7) days' written notice. Prior to giving such notice, IUSD or City, shall notify the other's Authorized Representative of the material failure and shall be given seven (7) days to cure the failure (if possible).
- 13.3** In the event of termination, IUSD shall compensate City as set forth herein through the date of termination for the services of the Resource Officer and shall continue

to receive said services from City through the date of termination (if desired by IUSD).

14. GENERAL PROVISIONS

- 14.1** Headings. The heading titles for each paragraph of this MOU are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the MOU.
- 14.2** Severability. If any term of this MOU (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the MOU shall be construed as not containing that term, and the paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this MOU.
- 14.3** Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this MOU shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim or legal proceeding of any kind related to this MOU shall be filed and heard in a court of competent jurisdiction in the County of Imperial.
- 14.4** Assignment and Delegation. This MOU, and any portion thereof, shall not be assigned or transferred, nor shall any of the parties' duties be delegated without the written consent of the other. Any attempt to assign or delegate this MOU without written consent shall be void and of no force or effect. A consent by a party to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 14.5** Modifications. This MOU may not be modified orally or in any manner other than by an MOU in writing signed by both parties.
- 14.6** Waivers. Waiver of a breach or default under this MOU shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this MOU.
- 14.7** Time, Time is of the essence in carrying out the duties hereunder.
- 14.8** Entire MOU. This MOU, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This MOU supersedes all prior negotiations, MOUs, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this MOU are complementary; what is called for in one is binding as if called for in all.
- 14.9** Each Party's Role in Drafting the MOU. Each party to this MOU has had an opportunity to review the MOU, confer with legal counsel regarding the meaning of the MOU, and negotiable revisions to the MOU. Accordingly, neither party

shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the MOU.

- 14.10** Signatures. The individuals executing this MOU represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this MOU on behalf of the respective legal entities of the IUSD and the City.
- 14.11** Ratification. This MOU is subject to ratification, effective upon notification and agreement of both parties.

IN WITNESS WHEREOF, the Parties have executed this MOU on the day and year first above written.

CITY OF IMPERIAL:
A Municipal Corporation

IMPERIAL UNIFIED SCHOOL DISTRICT:

By: _____
Dennis H. Morita, City Manager

By: _____
Bryan Thomason, Superintendent

ATTEST:

City Clerk

Date Ratified by the IUSD Governing Board: _____

DATE SUBMITTED 5/13/25
 SUBMITTED BY Parks and Recreation
 DATE ACTION REQUIRED 5/21/25

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. AWARD OF CONTRACT FOR LABOR COMPLIANCE SERVICES IN THE AMOUNT OF \$5,000.00 TO LABOR COMPLIANCE CONSULTANTS OF SOUTHERN CALIFORNIA, LLC.

DEPARTMENT INVOLVED:
PARKS AND RECREATION

BACKGROUND/SUMMARY:

In April 2025 a competitive RFP process was conducted by the Parks and Recreation Department. Staff released RFP #2025-07 for labor compliance services for the Redondo Park Improvement Project. On May 8, 2025 only one proposal was received by Labor Compliance Consultants of Southern California, LLC. in the amount of \$5,000.00.

FISCAL IMPACT: \$5,000.00
 LANDSCAPE DISTRICT FUNDS

FINANCE
INITIALS

VMS

STAFF RECOMMENDATION: It is the department's recommendation for City Council to award the Contract to Labor Compliance Consultants of Southern California, LLC.

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

STEN

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

REFERRED TO:

DATE SUBMITTED

5/14/2025

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

5/21/2025

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:

LABOR COMPLIANCE CHANGE ORDER FOR CIP 815 – 7TH, 10TH, 14TH STREET REHABILITATION PROJECT

1. APPROVE CHANGE ORDER FOR LABOR COMPLIANCE MONITORING SERVICES FOR CURRENT AGREEMENT (RFP P2402-02)

DEPARTMENT COMMUNITY DEVELOPMENT
INVOLVED:

BACKGROUND/SUMMARY:

The City received a proposal for additional contract days for labor compliance monitoring services.

The City currently has a contract with Labor Compliance Consultants of Southern California ("LCCSC") for Labor Compliance monitoring services for the 7th, 10th, 14th Street Rehabilitation project. The original contract was for 90 calendar days; however, additional construction days are needed due to additional work required for the project. The additional work added was for a water pipeline, removal and replacement of an 8-inch sanitary sewer main, and a storm drain which required additional labor compliance monitoring services. The proposal received is for an additional **80 calendar days** in a "not to exceed amount" of \$6,000.00.

FISCAL IMPACT: **\$6,000.00**

ADMIN
SERVICES SIGN
INITIALS

JMS

STAFF RECOMMENDATION:

1. Staff recommends approval of Labor Compliance Change Order No. 1 in the amount of **\$6,000.00**.

DEPT. INITIALS

OM

MANAGER'S RECOMMENDATION:

approve

CITY MANAGER'S
INITIALS

CTM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:



City of Imperial
Community Development Department
400 South Imperial Avenue, Suite 101
Imperial, CA 92251
Phone: (760) 355-1152
Fax: (760) 355-4718

LABOR COMPLIANCE CHANGE ORDER

Distribution to:

April 16, 2025

- ☐ OWNER
- ☐ ENGINEER
- ☐ CONTRACTOR
- ☐ FIELD
- ☒ OTHER

CHANGE ORDER NO. 1

PROJECT: City of Imperial
7th, 10th, 14th Streets Rehabilitation Project
BID 2024-01

TO: ***Labor Compliance Consultants of Southern California***
Crystal Ransdell
P.O. Box 15937
San Diego, CA 92175
Phone: (760) 791-6914

Labor compliance services is directed to make the following changes(s) to the original contract:

1. Additional construction work requiring additional Labor Compliance monitoring for an additional **80 calendar days** for a "**not to exceed cost of: \$6,000.00**"

Original Contract:	\$7,200.00
Change Order No. 1	\$6,000.00
New Contract Amount:	\$13,200.00

Not valid until signed by both the Owner and labor compliance services.

Signature indicates his agreement herewith, including any adjustment in the contract sum or contract time.

Authorized by:

City of Imperial

420 South Imperial Avenue
Imperial, CA 92251

By:

Date:

Dennis H. Morita
City Manager

Labor Compliance of Southern California

P.O. Box 15937
San Diego, CA 92175

By:

Date:

Crystal Ransdell



**Additional Labor Compliance
Consulting Services
For**

**City of Imperial
7th, 10th & 14th Streets Rehabilitation Project**

P2402-02

April 2, 2025

Prepared by: Crystal Ransdell

**Labor Compliance Consultants Of
Southern California LLC
P O Box 15937
San Diego, CA 92175
760-791-6914**

Requested by:

**City of Imperial
Community Development Department
Denise Goff
400 S. Imperial Avenue, Suite 101
Imperial, CA 92251**

I. EXECUTIVE SUMMARY

HISTORY OF FIRM & SUMMARY OF QUALIFICATIONS

Labor Compliance Consultants of Southern California (LCCSC) is a consulting firm offering Labor Standards Compliance Consulting and Contractor Monitoring services to both private and public-sector clients in Southern California and Western Arizona. LCCSC recommends and will perform training in office to all the contractor's labor compliance staff and supervisors. We have a staff of trained and experienced labor compliance monitors and interviewers.

LCCSC has provided labor compliance consulting services to our governmental sector clients in ensuring Federal and State of California Labor Standards Compliance on many of their public works projects. The Staff of LCCSC has attended several training sessions pertaining to the California Department of Industrial Relations prevailing wage requirements for public works projects and has attended two Labor Compliance Program seminar trainings at Fresno State University. Individual training by Ms. Karen Belcher with the Department of Apprenticeship Standards has provided up to date training per the California Labor Code § 1777.5, the apprenticeship requirements, to the LCCSC Staff. Additionally, the LCCSC Staff has attended numerous training sessions provided by the Housing and Urban Development Department for public works projects. The training sessions reviewed compliance with Davis Bacon and Related Acts and Wage Guidelines. LCCSC maintains a bilingual Labor Standards Compliance Staff for onsite worker interviews to assist in facilitating accurate data collection and reporting.

LCCSC has provided Labor Standards Compliance Services for the cities of Westmorland, Brawley, Imperial, Holtville, Calexico and El Centro in addition to the County of Imperial. LCCSC has provided Labor Standards Compliance Services for private clients, including but not limited to Chelsea Investment Corporation, Emmerson Construction, TCI Construction, Trademark Construction, and JMR Construction of Chattanooga Tennessee. LCCSC has provided Labor Standards Compliance Services for several types of infrastructure related projects including but not limited to building construction, water, sewer and storm infrastructure improvements, roadway improvements and various others construction related projects.

LCCSC has performed the monitoring activities of the 3rd Party Labor Compliance Program operations for the Calexico Unified School District has performed as Labor Compliance Monitor for the City of Brawley's LCP for the park project funded through proposition 84 bonds. LCCSC has performed the Labor Compliance Monitoring for the City of El Centro's LCP for the Skate Park project also funded through proposition 84 bonds. A list of labor standards compliance projects is included herein.

PRIMARY CONTACT

Mrs. Crystal Ransdell
Senior Labor Standards Compliance Officer
P.O. Box 15937
San Diego, CA 92175
(760) 791-6914
cransdell@lccsc.net

ORGANIZATIONAL CHART

Ms. Crystal Ransdell, CFO
Senior Labor Compliance Officer
CPR / DIR / DBRA Specialist

Ms. Launa Zanella
Senior Labor Compliance Officer
CPR / DIR / DBRA Specialist

Tiffany Dessureau
Labor Compliance Officer
CPR / DIR / DBRA

PROJECT TEAM HIGHLIGHTS:

LCCSC is a professional services firm well-seasoned in Labor Standards Compliance. LCCSC's labor compliance staff has worked on various construction projects in the Imperial County. Therefore, LCCSC would be highly sensitive to the needs of our clients herein Southern California and Western Arizona.

LCCSC IS DBE CERTIFIED AND SWBE CERTIFIED FIRM ID 44834

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

To provide employment and advancement opportunities to all individuals, employment decisions at Labor Compliance Consultants of Southern California are based on merit, qualifications, and abilities. Except where required or permitted by law, employment practices are not influenced or affected by an applicant's or employee's race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

II. PROJECT APPROACH & SCOPE OF WORK

LCCSC shall be responsible for assisting **City of Imperial** with activities needed to ensure that workers employed by the Prime Contractor and any subcontractors are hired and paid in compliance with all applicable State and Federal Laws. Mrs. Ransdell shall serve as the contact person for all issues related to labor standards compliance pertaining to this project.

The project consists of the Labor Compliance Monitoring for

**Additional monitoring for time extension of City of Imperial 7th, 10th & 14th Streets
Rehabilitation Project approximately 80 calendar days**

Many different subcontractors and worker classifications will be present at the site which may require a substantial amount of Labor Standards Compliance oversight. It is critical that the labor compliance officers be involved at the commencement of the project to ensure timely compliance with the various aspects of labor standards compliance laws. Mrs. Ransdell shall prepare the current wage decisions and review the construction contract to ensure the required contract verbiage is included in the prime contractor's contract with his subcontractors.

The estimated construction time is eighty (80) calendar days from the date on the notice to proceed. The labor standards activities are expected to extend for a total of five (5) months. Two and one half (2.5) months of construction and two and one half (2.5) months following completion of the construction to obtain the final documentation from all contractors and subcontractors.

Labor Standards Compliance Services will include the following:

A. Wage Decisions Monitoring

LCCSC shall obtain the applicable Federal Wage Decisions from the awarding agency as required and monitor any modification and applicable changes to the various worker classifications applicable to this project. LCCSC shall notify **City of Imperial** of any modifications made to worker wage decisions.

B. Contractor Eligibility, Certifications and Pre-Construction Conference

LCCSC will perform the following duties:

1. LCCSC shall research all bidding General Contractors to ensure they are not debarred. Following the bid openings and the project award, LCCSC shall verify the General Contractor and sub-contractor's eligibility through the Federal debarment lists.
2. LCCSC shall attend the Pre-Construction Conference and provide a labor standards compliance handout of the Department of Labor information pertaining to public works projects. LCCSC shall be made available for further consultation by telephone or email and labor standards compliance training as requested. LCCSC recommends that a pre-construction training session concerning labor standards provision, administration, and enforcement be conducted.
3. LCCSC shall make available to the contractors and sub-contractors the required forms, documentation and contract language requirements.

C. Monitoring of Certified Payroll Reports, On Site Employee Interviews, and Progress Payment Review Assistance.

1. **Payroll Reviews:** LCCSC shall review certified payroll reports and ensure compliance with federal regulations. Submitted payrolls shall be reviewed promptly for compliance with applicable labor standards. LCCSC will review fringe benefits, deductions, and computations verifying that all required information is provided. Comments and correction notices pertaining to the submitted subcontractor documentation shall be forwarded to **City of Imperial** and the Prime Contractor promptly.

2. **Review of Employee Reviews:** LCCSC will be responsible for conducting on-site interviews with various employees of the contractor/sub-contractors to include at least ten percent (10%) of the workers in all job classifications to be compared against applicable payrolls for compliance with wage decisions.
3. **Request for Information:** LCCSC shall inform **City of Imperial** in writing, immediately upon receipt of a Request for Information (RFI) from an individual or individuals requesting copies of any forms or documents. LCCSC shall respond accordingly to all RFI's received on behalf of **City of Imperial**, the Prime Contractor, and all subcontractors.
4. **Progress Payment Review Assistance:** LCCSC shall assist **City of Imperial** and Prime Contractor to ensure compliance with labor standards. Once each month LCCSC will perform a complete review of all labor compliance files and will prepare an End of the Month Report (EOM) and forward to **City of Imperial** and Prime Contractor informing of the status of the labor compliance files. When contractors are delinquent or tardy in providing labor compliance documentation, it will be noted and LCCSC will inform **City of Imperial** department so they may withhold progress payment as needed.

D. Correction of Violations

In the event that non-compliance of labor standards results in underpayment to employees, LCCSC will take immediate action limited to the following:

1. **Notification:** LCCSC shall immediately notify **City of Imperial** and the prime contractor of wage adjustments and requirements and shall notify the contractor in violation to immediately provide restitution and revisions to the certified payroll reports.
2. **Withhold Funds:** LCCSC shall recommend, if applicable, that **City of Imperial** and the Prime Contractor withhold sufficient funds from the subcontractor to provide restitution to under paid workers or to effectuate compliance and shall obtain full compliance from the subcontractor for any noncompliance issue.

E. Labor Compliance Files

1. LCCSC shall protect and maintain the labor compliance files in a locked secure cabinet for the duration of the project.

2. Upon completion of all construction activities and the labor compliance auditing requirements, LCCSC will provide to **City of Imperial** all original and additional copies of the Labor Standards Compliance documentation including but not limited to the certified payroll reports, fringe benefits statements, contracts, daily sign in sheets, contractor's license documentation, etc. **City of Imperial** shall keep and store for 5 years as required by law.
3. LCCSC shall make the labor standards compliance files available for inspection and review upon request by **City of Imperial** or to any State or Federal agency that has jurisdiction over this public works project and after construction activities have ceased. Upon request, LCCSC shall assist with any audit or review.

F. Reports

1. LCCSC shall prepare and submit all monthly, semi-annual and final reports, so that the **City of Imperial** has sufficient time for review prior to submitting them to the State of California Department of Housing and Community Development.

FEE SCHEDULE FOR SERVICES

Our 2025 Fee Schedule for Labor Standards Compliance Services is included in this Proposal. Our Fee Schedule shall be updated each calendar year. The updated Hourly Rate Structure for Labor Standards Compliance Services shall be subject to review and approval by **City of Imperial** prior to implementation on this project.

VI. FEE SCHEDULE

I. SCHEDULE AND COMPENSATION

LCCSC shall provide Labor Compliance Services as outlined in within the contents of this proposal. In the event completion of the project extends beyond eighty (80) days, additional services will be billed at the hourly rate per the schedule attached.

II. PROPOSED ESTIMATED COSTS

Understanding that the estimated start of construction is approximately April, 2025 and the construction is scheduled for eighty (80) calendar days. There are preliminary services before the start of construction and post completion services. LCCSC shall provide **City of Imperial** with the Labor Standards Compliance Services requirements with a not to exceed amount of **\$6,000.00**

LCCSC's services shall be invoiced in (5) monthly installments of \$1200.00 the end of each month beginning with the notice to proceed.

Not to Exceed Costs: \$6,000.00

In the event the construction time exceeds the ninety (90) calendar days or delays are caused by a contractor or subcontractor's noncompliance with labor standards and wage rate decisions causing the labor compliance monitoring to exceed the estimated five (5) months of monitoring, the monthly rate will adjust to hourly and the **"not to exceed" amount will no longer apply.**

HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE FOR ADDITIONAL SERVICES

Effective January 1, 2025 through December 31, 2025

Labor Standards Services	
Senior Labor Compliance Officer	\$90.00/hour
Bilingual Interviewer	\$75.00/hour

Prepared by:

Crystal Ransdell

April 2, 2025

Crystal A. Ransdell
Labor Compliance Consultants of Southern California
P.O. Box 15937
San Diego, CA 92175

DATE SUBMITTED 5/13/25
 SUBMITTED BY Parks and Recreation
 DATE ACTION REQUIRED 5/21/25

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:

CIP # 861

1. AWARD CONTRACT FOR THE ANTHONY REDONDO PARK IMPROVEMENT PROJECT TO ZAZUETA CONTRACTING IN THE AMOUNT OF \$396,730.00
2. APPROVE 15% CONTINGENCY

DEPARTMENT INVOLVED:
 PARKS AND RECREATION

BACKGROUND/SUMMARY:

In Late 2022 Staff conducted a community survey within the Sky Ranch Subdivision residents. The Survey included park improvement designs which they voted on and selected. Once the Design was selected staff applied for the Statewide Healthy Play & Education Funding Initiative which was awarded in 2023. This Initiative provided fifty (50) percent matching funds for the purchase of the all-inclusive play and fitness equipment. City Council approved the purchase of the equipment and authorized staff to seek bids for this project. Staff has concluded the competitive bid process and we received 2 bids;

1. Western State Builders in the amount of \$559,620.00
2. Zazueta Contracting in the amount of \$396,730.00

After careful staff review of the submitted Bids we request City Council award this project to Zazueta Contracting.

Please see attached Park Improvement Design

FISCAL IMPACT: \$450,000.00
 LANDSCAPE DISTRICT FUNDS

FINANCE
 INITIALS

VMS

STAFF RECOMMENDATION: It is the department's recommendation for City Council to award the Contract to Zazueta Contracting and approve the 15% contingency

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

approve

CITY
 MANAGER'S
 INITIALS

OHM

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()
 REFERRED TO:

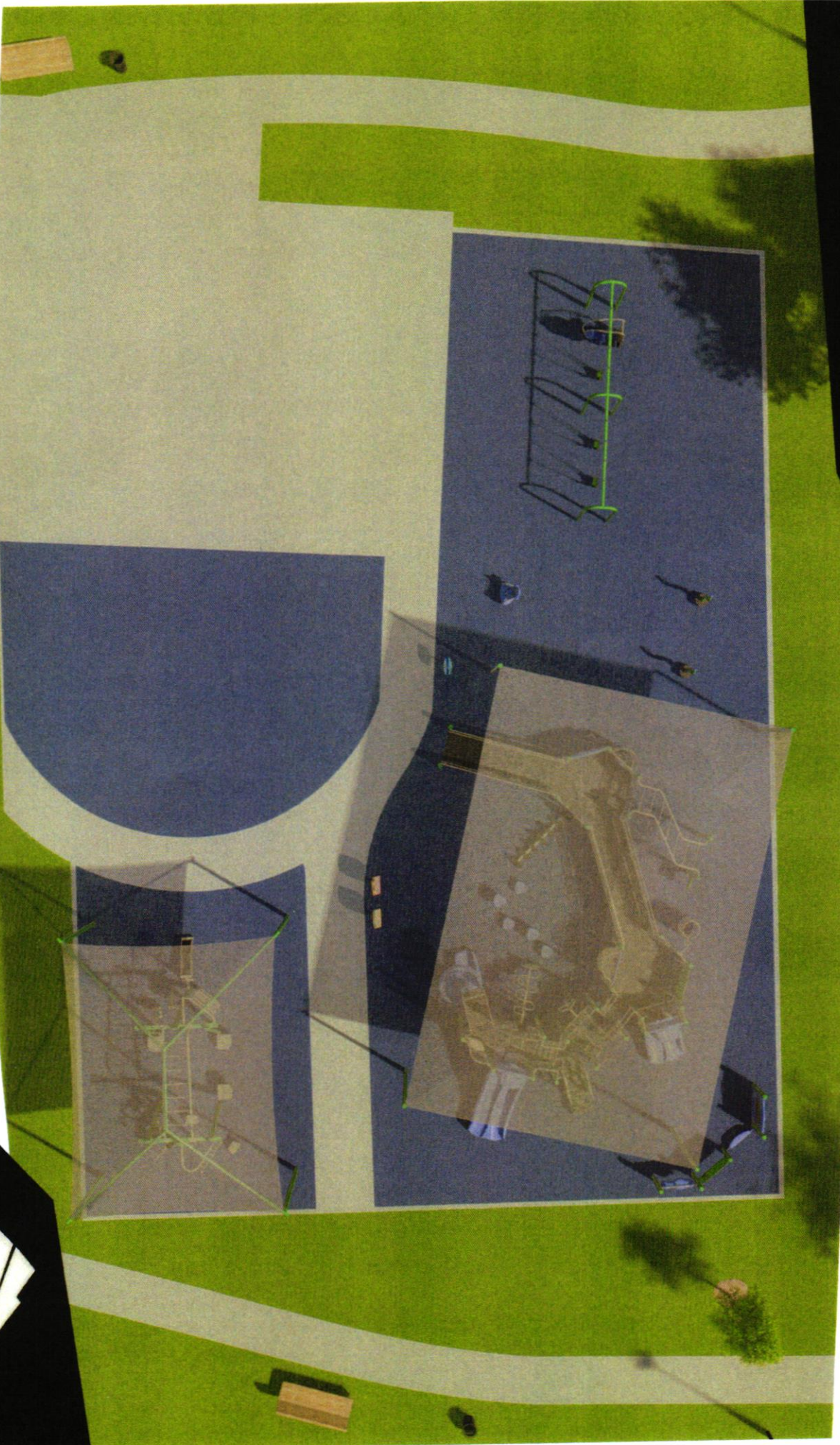
REJECTED ()
 DEFERRED ()

DEPUTY ANTHONY REDONDO MEMORIAL PARK FITNESS AREA



RENDERING PROVIDED BY: GREAT WESTERN RECREATION

**Sky Ranch Park Inclusive Play Area- Project 106774-01-Opt 4
Imperial, CA**



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 KJ@gwpark.com

GREAT WESTERN
RECREATION



Agenda Item No. C-2

DATE SUBMITTED 05/14/2025
SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
DATE ACTION REQUIRED 05/21/2025

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:
ATEN BLVD. SIDEWALK INSTALLATION - PHASE 1
BETWEEN PROGRESS TRAIL & OLD SR-86
BID No. 2025-05 • CML-5134(031)

1. APPROVAL OF RESOLUTION 2025-14 DECLARING TOTAL INDUSTRIES INC A NON-RESPONSIVE BIDDER, AND TO AWARD A CONSTRUCTION CONTRACT TO ROVE ENGINEERING, INC.
2. AUTHORIZE 20% CONTINGENCY.

DEPARTMENT COMMUNITY DEVELOPMENT DEPARTMENT
INVOLVED:

BACKGROUND/SUMMARY:

The Community Development Department was directed by City Council per Agenda Item CC04-16-25_Item-C3_to conduct a competitive BID process for the Aten Blvd Sidewalk Installation - Phase 1 between Progress Trail & Old SR-86.

The scope of work includes, but is not limited to, the site preparation, removal of conflicting existing concrete structures, construction of Sidewalks, Handicap ramps, Alley Driveway Approaches and Under-Sidewalk Drains, as well as the necessary traffic control around the construction zone for managing traffic flow and ensuring safety.

See attached Exhibit A (Improvement Plans) for details.

Staff released a BID published in the City Website, Holtville Tribune, Calexico Chronicle, and several planrooms. Additionally, staff sent out the BID to a total of eighteen (18) Local and Non-Local respected and dependable contractors.

The following four (4) Bids were received during the formal bidding process:

1. Total Industries, Inc. _____ \$ 118,218.00
2. LC Paving & Sealing, Inc. _____ \$ 240,180.50
- 3. Rove Engineering, Inc. _____ \$ 154,698.00**
4. Pyramid Construction & Aggregates, Inc. _____ \$ 266,677.11

See attached Exhibit 1 ("BID Opening Act") for details.

After carefully reviewing of said Bids documents, it was determined that Total Industries, Inc., was a non-responsive bidder due to failed to meet with all the mandatory requirements specified in the bidding documents. See Resolution 2025-14 attached herewith as Exhibit 2.

Therefore, staff is recommending the contract be awarded to Rove Engineering, Inc.

Due to this area of Aten Blvd has been in use for many years with numerous infrastructure installations and under constant stress, it is also recommended to authorize a 20% Contingency (\$30,939.60) to provide financial cushion for potential unforeseen underground conditions. If authorized, this helps ensure the project can be completed on time and within budget, even if unexpected issues arise.

FISCAL IMPACT: \$154,698.00 from Congestion Mitigation and Air Quality (CMAQ) Program & LTA Measure "D" Funds.	ADMIN SERVICES SIGN INITIALS <u>JMS</u>												
STAFF RECOMMENDATION: Staff recommends City Council 1. Approval of Resolution 2025-14 declaring Total Industries Inc a non-responsive bidder. 2. Award a construction contract to ROVE Engineering, Inc. in the amount of \$ 154,698.00. 3. Authorize 20% Contingency (\$30,939.60).	DEPT. INITIALS <u>DM</u>												
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>JHM</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:												

Exhibit 1



BID Opening Act

BID No. 2025-05

**Aten Blvd Sidewalk Installation Ph 1
Between Progress Trail & Old SR-86**

Bids received by: Aimee Osuna

Were opened at EOC on 5/13/25

By: Aimee Osuna

Witnessed by:

JESUS VILLEGAS

Fernando Williams

Signature

[Signature]
[Signature]

Company

Total Bid Amount

Bid Bond

Total Industries Inc. 118,218.00 ✓

LC Paving & Sealing Inc. 240,180.50 ✓

Rove Eng. 154,698.00 ✓

Pyramid Co. 266,677.11 ✓

Bids were given to Jesus Villegas for study and
recommendation for City Council.

[Signature]

5/13/25
Date

ATEN BLVD. SIDEWALK INSTALLATION PHASE 1
BETWEEN PROGRESS TRAIL & OLD SR-86
CML-5134(031)

GENERAL NOTES

- [illegible]

SHEET INDEX

SHEET NUMBER	
1	TITLE SHEET
2	SITE PLAN
3	DETAILS S-SHEET
4	SPECIFICATIONS

LEGEND

ITEM NO.	ITEM	SYMBOL	ITEM	ITEM	SYMBOL
1	CONCRETE WALL	——	17	STEEL LAG	■
2	STEEL LAG	■	18	WOOD PILING	□
3	WOOD PILING	□	19	STEEL PILING	□
4	STEEL PILING	□	20	STEEL PILING (H)	□
5	STEEL PILING (H)	□	21	STEEL PILING (H)	□
6	STEEL PILING (H)	□	22	STEEL PILING (H)	□
7	STEEL PILING (H)	□	23	STEEL PILING (H)	□
8	STEEL PILING (H)	□	24	STEEL PILING (H)	□
9	STEEL PILING (H)	□	25	STEEL PILING (H)	□
10	STEEL PILING (H)	□	26	STEEL PILING (H)	□
11	STEEL PILING (H)	□	27	STEEL PILING (H)	□
12	STEEL PILING (H)	□	28	STEEL PILING (H)	□

TRAFFIC CONTROL PLAN NOTE

IT IS RESPONSIBILITY OF THE CONTRACTOR TO SUBMIT THE TRAFFIC CONTROL PLAN FOR THIS PROJECT AT THE TIME OF REQUEST OF THE CITY OF INDIANAPOLIS FOR A TRAFFIC CONTROL PERMIT.

EXHIBIT "A"



CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

Ph: (760) 355-3840 • Fax: (760) 355-4718

UNDERGROUND SERVICE AFRICA

NO MORE NO DAYS
BEFORE YOU DIE

800

CALL COLLA MCE

Every child's future

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

811

APPROVED BY DIRECTOR OF PUBLIC SERVICES

PLANS PREPARED UNDER THE SUPERVISION OF _____

SIGNATURE DATE: _____

C.E. NO.: 63,588 EXP.: 09/30/76

CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

Ph: (760) 355-3840 • Fax: (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT	IMPROVEMENT PLANS TITLE SHEET	SHEET 1	OF 4
ATEN BLVD. SIDEWALK INSTALLATION PHASE 1 BETWEEN PROGRESS TRAIL & OLD SR-86 CML-5134(0311)			

DATE: 2025.03.28

PROJECT DESCRIPTION

THE PROJECT CONSIST AS FOLLOWS:

DECLARATION OF RESPONSIBLE CHARGE

I WOULD DECLARE THAT I AM THE ENIGMA OF THE WORK OF THIS PROJECT. I HAVE EXERCISED RESPONSIBILITY, CRIMINAL OR THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 8703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.



DATE _____
100-44-1036 0411 01/30/74

CITY COUNCIL

JAMES TUCKER	MAYOR
IDA OBESO-MARTINEZ	MAYOR PRO-TEM
ROBERT AMPARANO	COUNCIL MEMBER
KATHERINE BURNWORTH	COUNCIL MEMBER

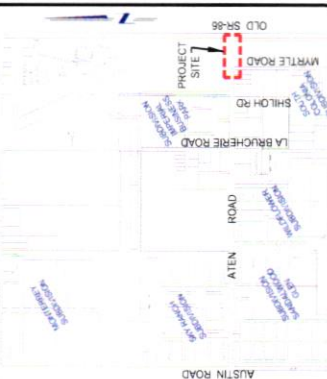
CITY STAFF

ANNIS H. MORITA	CITY MANAGER
ISTINA SHIELDS	CITY CLERK
CHRON MORIA	COMMUNITY DEVELOPMENT DIRECTOR
WID DALE	PUBLIC WORKS DIRECTOR
IRON REEL	POLICE CHIEF
WID LANTZER	FIRE CHIEF
THELINE TURNER	CITY ATTORNEY

ABBREVIATIONS

[illegible]

VICINITY MAP

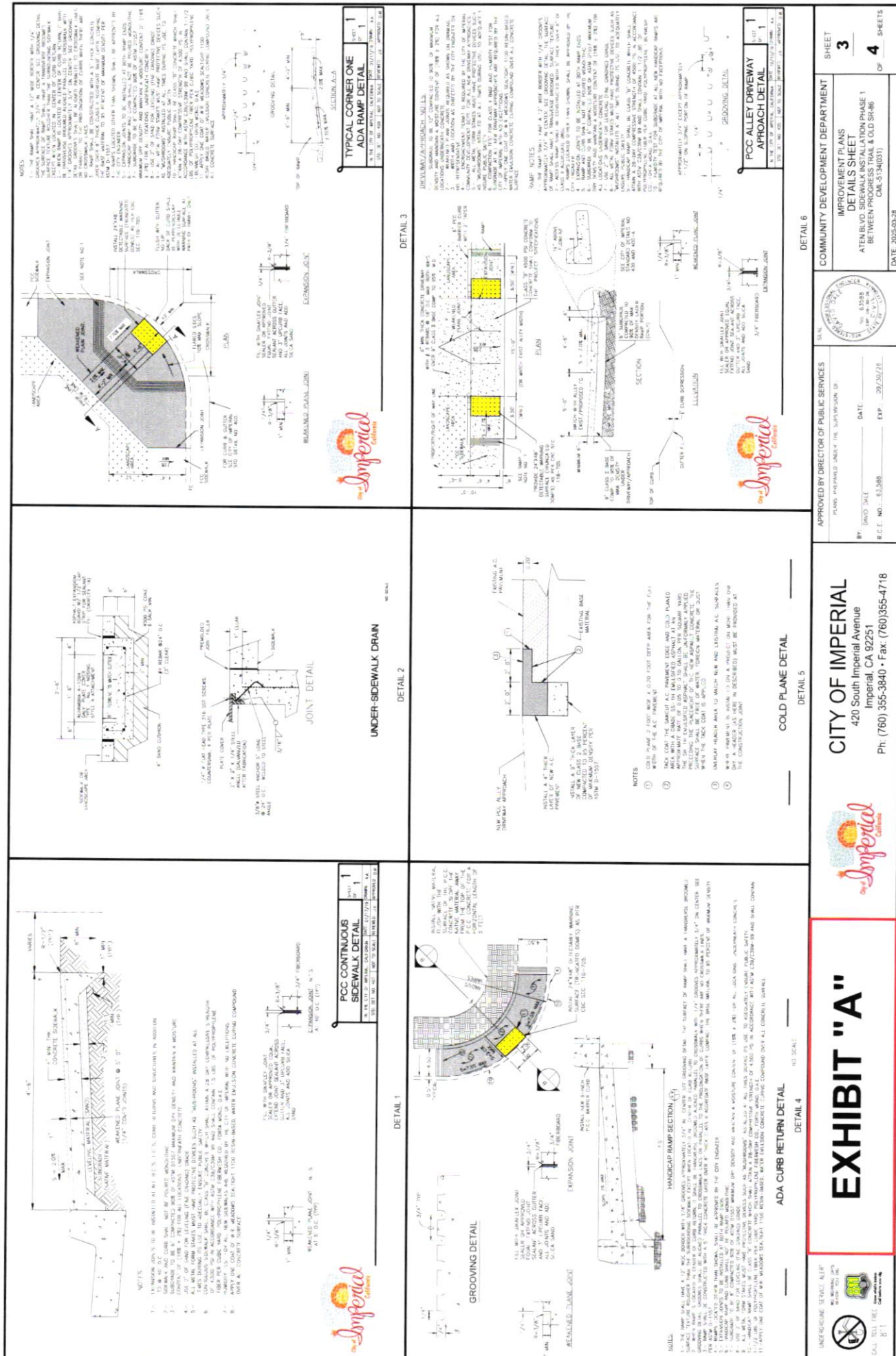


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IDA OBESO-MARTINEZ	MAYOR PRO-TEM
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IRON REEL	POLICE CHIEF
WID LANTZER	FIRE CHIEF
THELINE TURNER	CITY ATTORNEY



UNIVERSITY OF CALIFORNIA

DATE: 2014-03-28

APPROVED BY DIRECTOR OF PUBLIC SERVICES

PLANS PREPARED UNDER THE SUPERVISION OF:

BY: DAVID SALL DATE: 2014-03-28 EXP: 2017-03-28

B.C.E. NO. 613-988

CITY OF IMPERIAL

420 South Imperial Avenue

Imperial, CA 92251

Ph: (760) 355-3840 • Fax: (760) 355-4718

IMPERIAL

COMMUNITY DEVELOPMENT DEPARTMENT

IMPROVEMENT PLANS

DETAILS SHEET

3

OF 4

SHEETS

01 APPROVALS, ALL WORK PERFORMED AND MATERIAL FURNISHED FOR COMPLETION OF IMPROVEMENTS CALLED FOR ON THESE DRAWINGS SHALL BE SUBJECT TO THE INSPECTION

- EXHIBIT "A"**

2.01 CLEARING ALL AREAS OF THE WORK SHALL BE CLEARED OF OBSTRUCTIONS

- CITY OF IMPERIAL**
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

[illegible]

-

4.01 CONCRETE LUNGEIL LUNGS, SUBURBS AND GUILDS SMALL

5-05—CHAMBERLAIN—FELDMAN—WOLF—GALL—D—GON—GR—HAG—E

**BEFORE THE CITY OF IMPERIAL
RESOLUTION NO. 2025-14**

IN THE MATTER OF:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL DECLARING TOTAL INDUSTRIES INC A NON-RESPONSIVE BIDDER REGARDING BID No. 2025-05 ATEN BLVD. SIDEWALK INSTALLATION (PHASE I) BETWEEN PROGRESS TRAIL & OLD SR-86 CML-5134(031),

WHEREAS, the City of Imperial was able to apply for and received Federal and State funding including Congestion Mitigation and Air Quality (CMAQ) Program funds; and

WHEREAS, starting on May 24, 2025 a NOTICE INVITING SEALED BIDS for the above-referenced project was published publicly in the City Website, Holtville Tribune, Calexico Chronicle, and several plan rooms; and

WHEREAS, on May 09, 2025 Addendum No. 1 was issued instructing potential Bidders to use the REVISED Proposal Bid Sheet dated 05/09/2025 (R1) identified as Exhibit "A". Said Addendum was published in the City website and distributed among the plan rooms previously contacted to publish the project; and

WHEREAS, NOTICE INVITING SEALED BIDS and Construction BID set documents specified that only those firms who have purchased the bid documents will be provided any addendums that may be issued for this project prior to the bid opening date; and

WHEREAS, the BID opening was held, as specified in the BID documents, at 2:00 P.M. on Tuesday, May 13, 2025 in the premises of the City of Imperial City Hall located at 420 S. Imperial Avenue, Imperial, CA 92251

WHEREAS, besides City staff, representatives from Total Industries Inc, Rove Engineering Inc and Pyramid Construction & Aggregates Inc were present to observe the conduct of BID Opening process (see Exhibit C); and

WHEREAS, during the BID Opening process, the City Clerk representative declared aloud the Total Industries Inc failed to include Addendum No. 1 in their BID documents; and

WHEREAS, City staff, after carefully reviewing the Bids documents received from the contractors, it was determined that Total Industries, Inc., the lowest bidder, was a non-responsive bidder due to failed to meet with all the mandatory requirements specified in the bidding documents as the following forms were not completed or are missing:

- a) Copy of Addendum No. 1 was not included in the Bid Proposal Package as requested (Exhibit "A").
- b) Bidder's Information Form was only partially filled out (Page 39).
- c) References Form was not completed (Page 42).
- d) Disclosure of Lobbying Activities Form was not completed (Page 49).
- e) Contractor submitted an outdated Proposal Bid Sheet (Page 52-54).
- f) Contractor failed to include Unit Prices in the Proposal Bid Sheet (Page 52-54).
- g) REVISED Proposal Bid Sheet dated 05/09/2025 (R1) was not used (Page 52-54).
- h) The form "Verification of Compliance with Economic Sanctions in Response to Russia's Actions in Ukraine" was not found (Page 57); and

WHEREAS, among the Prospective Bidders, three (3) out of the four (4) of the bidders availed the official bidding documents.; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Imperial hereby agrees:

- I. To declare Total Industries Inc a Non-Responsive Bidder.
- II. To award a construction contract to ROVE Engineering Inc in an amount not to exceed the result of multiplying the quantities by the unit cost as illustrated in the REVISED Proposal Bid Sheet submitted as part of their Bidding documents.

BE IT FURTHER RESOLVED, to authorize the City Attorney to make minor typographical changes to this Resolution that does not change the substance of this Resolution

THE FOREGOING RESOLUTION was passed and adopted by the City Council of the City of Imperial on _____, 2025.

AYES:
NOES:
ABSTAIN:
ABSENT

Signed: _____
James Tucker, Mayor

ATTEST:

Signed: _____
Kristina Shields, City Clerk

Exhibit "A"

CITY OF IMPERIAL

"ATEN BLVD. SIDEWALK INSTALLATION PHASE 1 BETWEEN PROGRESS TRAIL & OLD SR-86"

Bid No. 2025-05

ADDENDUM No. 1

05/09/2025

TO THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

Bidders are advised that the contract documents and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

This Addendum answers bidder's questions:

1. Shall we include the cost for testing?

Yes; the Potential Respondents shall include the cost for required testing.

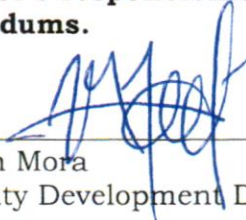
For this purpose, a minor change in the BID documents was made to include the cost for testing as Item No. 16 in the Proposal Bid Sheet. Therefore, the Potential Respondents are instructed to use the REVISED Proposal Bid Sheet dated 05/09/2025 (R1) identified as Exhibit "A" which are attached herewith.

Exhibit "A"

Please acknowledge receipt of this addendum by signing and returning a copy of the Acceptance of Notice via email to jvillegas@imperial.ca.gov and dgoff@imperial.ca.gov.

Each bidder must acknowledge receipt of this addendum in the noted space below and on the signature page of the Bid Sheet Proposal.

Include a copy of this addendum with your Bid Proposal Package. It is the Contractor's responsibility to notify its sub-contractors about changes based all addendums.

P.P. 
By: Othon Mora
Community Development Director

Date 2025/05/09

ACCEPTANCE OF NOTICE

Receipt of the ADDENDUM No. 1 is hereby acknowledged by

Bidder's Company Name

Date _____

By _____
Type or Print Name & Signature

Title _____

Exhibit "A"

CITY OF IMPERIAL PROPOSAL BID SHEET Page 1 of 3 (R1 05/09/2025) FOR ATEN BLVD. SIDEWALK INSTALLATION PHASE 1 BETWEEN PROGRESS TRAIL & OLD SR-86

BID NO. 2025-05

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1	MOBILIZATION /BONDS / INSURANCES	LS	1		
2	PREPARATION / IMPLEMENTATION OF TRAFFIC CONTROL PLANS & CONSTRUCTION AREA SIGNS.	LS	1		
3	CONSTRUCTION STAKING	LS	1		
4	SAWCUT EXISTING PAVEMENT FOR THE FULL DEPTH OF THE ASPHALT ALONG FEDEX & CLAIREMONT RENTALS ACCESS WAYS.	LS	94		
5	REMOVAL AND DISPOSE OF ASPHALT PAVEMENT AND CLASS 2 BASE TO ACCOMMODATE NEW PCC ALLEY DRIVEWAY APPROACHES AT FEDEX & CLAIREMONT RENTALS ACCESS WAYS.	SF	1274		
6	REMOVAL AND DISPOSE OF EXISTING PCC SIDEWALK	SF	72		
7	REMOVAL AND DISPOSE OF TWO (2) PCC ADA CURB RETURNS AND CLASS II BASE AT GENERAL DYNAMICS BLDG DRIVEWAY.	SF	245		
8	INSTALL PCC ADA CURB RETURN RAMP AT GENERAL DYNAMICS DRIVEWAY PER DETAIL 4 ON SHEET 3.	SF	245		
9	INSTALL PCC ADA CURB RETURN RAMP AT NORTHWEST CORNER OF ATEN BLVD & OLD SR-86 INTERSECTION PER CITY STD. DETAIL NO. 409. SEE DETAIL 3 ON SHEET 3.	SF	398.5		
10	INSTALL 4.50' WIDE PCC CONTINUOUS SIDEWALK PER CITY STD. DETAIL NO. 407. SEE DETAIL 1 ON SHEET 3.	SF	2845		

Exhibit "A"

CITY OF IMPERIAL
PROPOSAL BID SHEET Page 2 of 3 (R1 05/09/2025)
FOR
ATEN BLVD. SIDEWALK INSTALLATION PHASE 1
BETWEEN PROGRESS TRAIL & OLD SR-86

BID NO. 2025-05

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
11	INSTALL NEW PCC ALLEY DRIVEWAY APPROACH PER CITY STD. DETAIL #405. SEE DETAIL 6 ON SHEET 3.	SF	1120		
12	INSTALL PCC UNDER-SIDEWALK DRAIN PER DETAIL 2 ON SHEET 3.	EA	4		
13	GRINDING/COLD PLANE THE TOP 1.5" OF EXISTING A.C. PAVEMENT AT FEDEX & CLAIREMONT RENTALS ACCESS WAYS.	SF	186		
14	INSTALL NEW A.C. PAVEMENT AND CLASS 2 BASE AT FEDEX & CLAIREMONT RENTALS ACCESS WAYS PER DETAIL 5 ON SHEET 3.	SF	290		
15	REMOVE AND REPLACED 28" LONG X 18' WIDE TRAFFIC SIGNAL CONCRETE ENCLOSURE (NON-TRAFFIC RATED)	EA	2		
16	GEOTECHNICAL TESTING FOR QUALITY CONTROL	LS	1		
	TOTAL BID PROPOSAL =				\$

Exhibit "A"

CITY OF IMPERIAL
PROPOSAL BID SHEET Page 3 of 3 (R1 05/09/2025)
FOR
ATEN BLVD. SIDEWALK INSTALLATION PHASE 1
BETWEEN PROGRESS TRAIL & OLD SR-86

BID NO. 2025-05

NOTE 1: THE ESTIMATED QUANTITIES INDICATED ABOVE ARE APPROXIMATE. THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED IN THE PROJECT PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES.

NOTE 2: THE LOWEST RESPONSIVE BID WILL BE BASED ON THE LOWEST TOTAL BID PROPOSAL.

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS) _____

TOTAL AMOUNT OF BID PROPOSAL (WORDS) _____

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed, and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

Bidder's Name and Telephone Number

Exhibit B

CITY OF IMPERIAL BID PROPOSAL

For

CML-5134(031)

ATEN BLVD. SIDEWALK INSTALLATION PHASE 1
BETWEEN PROGRESS TRAIL & OLD SR-86

BID NO. 2025-05

VERIFICATION OF COMPLIANCE
WITH ECONOMIC SANCTIONS IN
RESPONSE TO RUSSIA'S
ACTIONS IN UKRAINE NOT
FOUND (PAGE 57).

TO CITY OF IMPERIAL, as CITY:

In accordance with CITY's "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Contract Documents, and to perform all work in the manner and time prescribed.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the CITY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded it.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

Exhibit B

DATED: 05/13, 2025.

BIDDER: TOTAL INDUSTRIES.

BIDDER'S ADDRESS:

BY: 
JOSH QUINTERO

605 E. 12TH ST.

TITLE: PRESIDENT

IMPERIAL CA, 92251

TELEPHONE #: (760) 355-9125

FAX #: _____

Exhibit B

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name TOTAL INDUSTRIES

Business Address 605 E. 12TH ST. IMPERIAL CA, 92251

Telephone (760) 355-9125

State Contractor's License No. and Class CA LIC # 268153 CLASS A

Original Date Issued 03/18/1971 Expiration Date 07/31/2026

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

**Bidder's Information document is incomplete.
This part needs to be completed, showing who
has a principal interest in the proposal.**

Exhibit B

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: # 268163

Name of Individual Contractor (Print or type): TOTAL INDUSTRIES

Signature of Owner: [Signature]

Business Address: 605 E 12TH ST. IMPERIAL CA, 92251

Or

Name of Firm: _____

Business Address: _____

Name: _____ Title: _____

Address: _____

Or

Name of Corporation: _____

Corporation Address: _____

Corporation organized under the laws of the State of _____

[Signature]
Signature of President of Corporation

[Signature]
Signature of Secretary of Corporation

Exhibit B

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Name Under Which Subcontractor Is Licensed	Specific License of No.	Address Office Mill/Shop	Percent of Total Contract	Description of Subcontract
<u>SUPERIOR READY MIX</u>		<u>802 E. MAIN ST EL CENTRO CA 92043</u>	<u>16%</u>	<u>CONCRETE MATERIAL.</u>

Exhibit B

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

No References have been included.

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

ADRIAN LANGRELL

LIC NO. 4211391

1411 N. BATAVIA ST STE. 201

ORANGE CA, 92867

PH. (714) 516-1232

Exhibit B

DEBARMENT AND SUSPENSION CERTIFICATION EXHIBIT 12-E

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

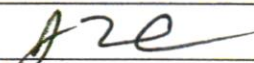
If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

TOTAL INDUSTRIES
NAME OF CONTRACTOR

ADDRESS: 605 E. 12TH ST.
IMPERIAL CA 92251

SIGNATURE: 

DATE: 5-13-25

Exhibit B

NON-LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS - EXHIBIT 12-E

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative 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 any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

TOTAL INDUSTRIES

NAME OF CONTRACTOR

ADDRESS: 605 E. 12TH ST.
IMPERIAL CA 92251

SIGNATURE: J Ze

DATE: 5-13-24

Exhibit B

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
---	---	--

4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known
---	--

6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____
--------------------------------------	---

8. Federal Action Number, if known:	9. Award Amount, if known:
--	-----------------------------------

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)
--	--

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply) ☐ \$ _____ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____
---	---

12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

**FORM NOT COMPLETED
NOR SIGNED**

Exhibit B

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub awardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.

Exhibit B

- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
 14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
 15. Check whether or not a continuation sheet(s) is attached.
 16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Exhibit B

CITY OF IMPERIAL PROPOSAL BID SHEET Page 1 of 3 FOR ATEN BLVD. SIDEWALK INSTALLATION PHASE 1 BETWEEN PROGRESS TRAIL & OLD SR-86

BID NO. 2025-05

INCORRECT
PROPOSAL BID
SHEET. FAILED TO
SUBMIT BID SHEET
PER ADDENDUM
No. 1

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1	MOBILIZATION / BONDS / INSURANCES	LS	1		\$ 4,000
2	PREPARATION / IMPLEMENTATION OF TRAFFIC CONTROL PLANS & CONSTRUCTION AREA SIGNS.	LS	1		\$ 2,500
3	CONSTRUCTION STAKING	LS	1		\$ 2,200
4	SAWCUT EXISTING PAVEMENT FOR THE FULL DEPTH OF THE ASPHALT ALONG FEDEX & CLAIREMONT RENTALS ACCESS WAYS.	LF	94		\$ 3,660
5	REMOVAL AND DISPOSE OF ASPHALT PAVEMENT AND CLASS 2 BASE TO ACCOMMODATE NEW PCC ALLEY DRIVEWAY APPROACHES AT FEDEX & CLAIREMONT RENTALS ACCESS WAYS.	SF	1274		\$ 1,500
6	REMOVAL AND DISPOSE OF EXISTING PCC SIDEWALK	SF	72		\$ 1,000
7	REMOVAL AND DISPOSE OF TWO (2) PCC ADA CURB RETURNS AND CLASS II BASE AT GENERAL DYNAMICS BLDG DRIVEWAY.	SF	245		\$ 1,000
8	INSTALL PCC ADA CURB RETURN RAMP AT GENERAL DYNAMICS DRIVEWAY PER DETAIL 4 ON SHEET 3.	SF	245		\$ 4,620
9	INSTALL PCC ADA CURB RETURN RAMP AT NORTHWEST CORNER OF ATEN BLVD & OLD SR-86 INTERSECTION PER CITY STD. DETAIL NO. 409. SEE DETAIL 3 ON SHEET 3.	SF	398.5		\$ 8,380
10	INSTALL 4.50' WIDE PCC CONTINUOUS SIDEWALK PER CITY STD. DETAIL NO. 407. SEE DETAIL 1 ON SHEET 3.	SF	3270		\$ 54,600

No Unit Prices were included.

Exhibit B

CITY OF IMPERIAL

FOR

**ATEN BLVD. SIDEWALK INSTALLATION PHASE 1
BETWEEN PROGRESS TRAIL & OLD SR-86**

BID NO. 2025-05

[illegible]

Exhibit B

CITY OF IMPERIAL
PROPOSAL BID SHEET Page 3 of 3
FOR
ATEN BLVD. SIDEWALK INSTALLATION PHASE 1
BETWEEN PROGRESS TRAIL & OLD SR-86

BID NO. 2025-05

NOTE 1: THE ESTIMATED QUANTITIES INDICATED ABOVE ARE APPROXIMATE. THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED IN THE PROJECT PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES.

NOTE 2: THE LOWEST RESPONSIVE BID WILL BE BASED ON THE LOWEST TOTAL BID PROPOSAL.

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS) \$118,218.00

TOTAL AMOUNT OF BID PROPOSAL (WORDS) ONE HUNDRED EIGHTEEN THOUSAND, TWO HUNDRED EIGHTEEN DOLLARS. 00/100.

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed, and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

TOTAL INDUSTRIES (760) 355-9125
Bidder's Name and Telephone Number

Exhibit B

Bond No. CSBA-31079

CITY OF IMPERIAL BID BOND

CML-5134(031)
ATEN BLVD. SIDEWALK INSTALLATION PHASE 1
BETWEEN PROGRESS TRAIL & OLD SR-86

BID NO. 2025-05

KNOW ALL MEN BY THESE PRESENTS that Total Industries Inc.,
as BIDDER, and Merchants Bonding Company (Mutual),
as SURETY, are held and firmly bound unto the CITY OF IMPERIAL, as CITY, in the penal
sum of Ten Percent of the Amount Bid
dollars (\$10%), which is ten percent (10%) of the total amount bid by
BIDDER to the CITY for the above stated project, for the payment of which sum, BIDDER
and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to CITY for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time
specified, then this obligation shall be null and void, otherwise it shall remain in full force and
effect in favor of AGENCY.

WITNESS our hands this 12th day of May, 2025.

(seal)

Total Industries Inc.

CONTRACTOR (CORPORATION) – TYPE

By: pre

President

By: pre

Secretary/Treasurer

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2025.

Notary Public _____

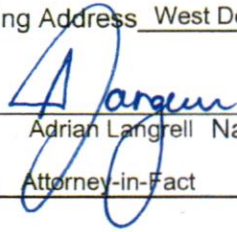
(Page 1 of 2)

Exhibit B

Merchants Bonding Company (Mutual)

SURETY'S NAME-TYPE

6700 Westown Parkway
Mailing Address West Des Moines, IA 50266

By: 
Adrian Langrell Name

Title Attorney-in-Fact

NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2025.

Notary Public _____

(seal)

Exhibit B

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 Orange

On 5/12/2025 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Adrian Langrell,
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
person(s), or 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.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



Exhibit B

Bond No. CSBA-31079

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Adrian Langrell; Arturo Ayala; Ben Stong; Benjamin Wolfe; Chelsea Liberatore; Daniel Huckabay; Dwight Reilly; Frank Morones; Michael D Stong; R Nappi; Shaunna Rozelle Ostrom

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

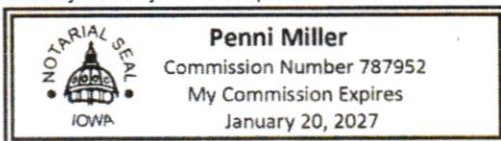
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 30th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of May, 2025.



Arturo Ayala

Secretary

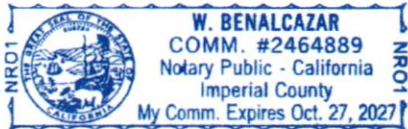
Exhibit B

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

Subscribed and sworn to (or affirmed) before me on this 13
day of May, 2025, by Joshua Quintero

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

Non-collusion Affidavit
Bid Bond

Exhibit B

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Imperial) SS

Joshua Quintero being first duly sworn deposes
and says that he is President (sole owner, a partner, president, etc.) of
Total Industries Inc the party making the foregoing bid; that such bid
is not made in the interest of or behalf of any undisclosed person, partnership, company,
association, organization or corporation, that such bid is genuine and not collusive or a sham, that
said bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid,
or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or
indirectly sought by agreements, communication or conference with anyone to fix the bid price of
said bidder or of any other bidder, or to fix the overhead, profit, or cost element of such bid price, or
of that of any other bidder, or to secure any advantage against the public body awarding the
contract or anyone interested in the proposed contract; that all statements contained in such bid
are true, and further, that said bidder has not, directly or indirectly submitted his bid price, or any
breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid
and will not pay any fee in connection, organization, bid depository, or to any member or persons
as have a partnership or other financial interest with said bidder in his general business.

Signed: [Signature]
Title: President

Subscribed and sworn to before me
this 13th day of May, 2025.

Notary Public [Signature]

Exhibit B

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION EXHIBIT 12-E

The bidder TOTAL INDUSTRIES, proposed subcontractor(s) _____, hereby certifies that he/she has _____ has not ☒, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Exhibit C



Bid Opening Sign-In Sheet

Pre-Bid
meeting

BID No. 2025-05

CML-5134(031)

ATEN BLVD. SIDEWALK INSTALLATION PHASE 1
BETWEEN PROGRESS TRAIL & OLD SR-86

Date: Tuesday, May 13, 2025

Time: 02:00 P.M.

No.	Name	Company	Contact Information
1	Jesus Villagras	CITY OF IMPERIAL	jvillagras@imperial.ca.gov +1 (160) 355-3840
2	Mayla Smail	Pyramid Construction	ryan@pyramidca.com 760-337-5839
3	J.R. Hatfield	ROVE	JR@ROVEENGINEERS.COM 949-416-1660
4	LARRY TERAN	TOTAL INDUSTRIES	LT@TOTALINDUSTRIES.COM
5	Fernando L. Williams	City of Imperial	fwilliams@imperial.ca.gov

Agenda Item No. C-3

DATE SUBMITTED 05/14/2025
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 05/21/2025

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:
 ATEN BLVD CLASS II BIKE LANE FROM VILORE WAY TO AUSTIN ROAD
 CMAQ/CML-5134(026) BID 2024-02

1. ACCEPTANCE OF WORK COMPLETED
2. AUTHORIZING CITY CLERK TO FILE NOTICE OF COMPLETION IN THE IMPERIAL COUNTY CLERK/RECORDER OFFICE.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

On March 20, 2024, the Community Development Department was directed by City Council per Agenda Item C-2 to conduct a competitive BID process for the Aten Blvd Class II Bike Lane from Vilore Way to Austin Road. Thereafter, City Council awarded a contract to Sterndahl Enterprises, LLC to complete the construction of said project per Agenda Item CC10-02-24_C-4.

The project was funded through Congestion Mitigation and Air Quality Improvement Program (CMAQ) and LTA Measure "D" funds.

The construction project was successfully completed on February 2025.

Changes in the scope of work included the removal and replacement of the existing striping and pavement markings, from Austin Road to Vilore Way, and the change in material for the green thermoplastic bike lane stripe. The total economic impact of the Change Orders resulted in the project costing less than the Original Contract Sum, while delivering a high-quality end product.

FISCAL IMPACT:

Original Contract Sum= \$ 678,459.76
 Net Change by C.O.1: - \$ 134,243.84 (-19.79%)
 Net Change by C.O.2: \$ 7,444.80 (1.10%)
 Net Change by C.O.3: \$ 85,264.50 (12.57%)
 Total Amount Billed (Incl. Retention): \$634,283.00
 Contingency = 10.00%
 Remaining Funds (Incl. Contingency) = \$ 112,022.74

ADMIN SERVICES SIGN INITIALS JMS

STAFF RECOMMENDATION:

1. ACCEPTANCE OF WORK COMPLETED.
2. AUTHORIZING CITY CLERK TO FILE "NOTICE OF COMPLETION" IN THE IMPERIAL COUNTY CLERK/RECORDER OFFICE.

DEPT. INITIALS OW

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

STM

MOTION:

SECONDED:

APPROVED ()

REJECTED ()

AYES:

DISAPPROVED ()

DEFERRED ()

NAYES:

RECORDING REQUESTED BY

City of Imperial

AND WHEN RECORDED MAIL TO

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER of the interest stated below in the property hereinafter described.
2. The FULL NAME of the undersigned is City of Imperial
3. The FULL ADDRESS of the undersigned is 420 South Imperial Avenue, Imperial, CA 92251
4. The NATURE OF THE INTEREST of the undersigned is: In Fee
5. The FULL NAMES AND FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES

6. NONE

7. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvement herein referred to:

NAMES

ADDRESSES

NONE

8. A work of improvement on the property hereinafter described was COMPLETED on February 21, 2025
9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is Sterndahl Enterprises, LLC.
10. The street address of said property is Aten Boulevard between Vilore Way and Austin Road
11. The property on which said work of improvement was completed is in the City of Imperial, County of Imperial, State of California, and is described as follows: Aten Boulevard Class II Bike Lane from Vilore Way to Austin Road.

Date: May 14, 2024

Signature: _____

Name and title: Othon Mora, Community Development Director, City of Imperial

VERIFICATION

I, the undersigned, say:

I am Othon Mora the Community Development Director of the City of Imperial, the owner of the aforesaid interest in the property described in the above notice;

I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 18, 2024 at Imperial, California

Signature, Othon Mora, Community Development Director, City of Imperial

Agenda Item No. C-4

DATE SUBMITTED 05/14/2025
SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
DATE ACTION REQUIRED 05/21/2025

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 CHARGING STATION INSTALLATION AND EV PURCHASE PHASE 1
CRP 5134(030)

1. AWARD SERVICES CONTRACT TO JE ELECTRICAL ENGINEERING LLC.

DEPARTMENT COMMUNITY DEVELOPMENT DEPARTMENT
INVOLVED:

BACKGROUND/SUMMARY:

The Community Development Department was directed by City Council per Agenda Item CC04-03-24_Item-C5 to apply for and receive Federal Carbon Reduction Program (CRP) funding for the installation of an EV Charging Station and purchase of an electric vehicle purchase phase I.

Staff released a Request for Quotes (RFQ) for the preparation of electrical plans necessary to finalize improvement plans prior to start the competitive BID process for the construction phase.

The Scope of Services is as follows:

1. Coordination with the Imperial Irrigation District (IID) for New Electrical Service.
2. Field work to collect existing conditions.
3. Electrical Site Plan (CAD drawing not mandatory, Google Earth Image will suffice).
4. Power plan.
5. One - Line diagram.
6. Load summary and panel schedules.
7. General notes and specifications.

Staff sent out the RFQ to a total of eight (8) Local and Non-Local respected and dependable engineering firms.

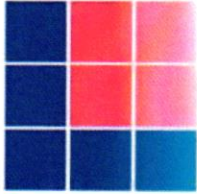
The following two (2) quotes were received during the formal process:

1. LC Engineering Consultants, Inc. _____ \$ 12,630.00
2. **JE Electrical Engineering LLC** _____ **\$ 7,800.00**

See attached Exhibits 1 & 2 for details.

FISCAL IMPACT: \$7,800.00 from Contract Services Funds (Account No.01-310-5210).	ADMIN SERVICES SIGN INITIALS <u>JMS</u>																				
STAFF RECOMMENDATION: Staff recommends City Council 1. Award a Service contract to <i>JE Electrical Engineering LLC</i>. in the amount of \$7,800.00.	DEPT. INITIALS <u>DM</u>																				
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER's INITIALS <u>DM</u>																				
MOTION: <table> <tr> <td>SECONDED:</td> <td>APPROVED</td> <td>()</td> <td>REJECTED</td> <td>()</td> </tr> <tr> <td>AYES:</td> <td>DISAPPROVED</td> <td>()</td> <td>DEFERRED</td> <td>()</td> </tr> <tr> <td>NAYES:</td> <td colspan="4"></td> </tr> <tr> <td>ABSENT:</td> <td colspan="4">REFERRED TO:</td> </tr> </table>		SECONDED:	APPROVED	()	REJECTED	()	AYES:	DISAPPROVED	()	DEFERRED	()	NAYES:					ABSENT:	REFERRED TO:			
SECONDED:	APPROVED	()	REJECTED	()																	
AYES:	DISAPPROVED	()	DEFERRED	()																	
NAYES:																					
ABSENT:	REFERRED TO:																				

Exhibit 1



LC ENGINEERING CONSULTANTS INC.

CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION MANAGEMENT SERVICES

May 7, 2025

Jesus Villegas
Project Manager
Community Development Services
400 S. Imperial Avenue
Imperial, CA 92251

Re: **Request for Quote (RFQ) for Electrical Plans to Install three (3) EV (Electrical Vehicle) Charges**

Mr Villegas:

LC Engineering Consultants, Inc. (LCE) is pleased to submit the following Proposal for Engineering Design Services for the project described above.

The scope of work is as follows:

1. Coordination with the Imperial Irrigation District (IID) for New Electrical Service.
2. Field work to collect existing conditions.
3. Electrical Site Plan.
4. Power plan.
5. One-Line diagram.
6. Load summary and panel schedules.
7. General notes and specifications.

The design and approvals including processing is estimated to have a duration of approximately 30 days,

Total Cost Not to Exceed

\$ 12,630.00

This Proposal is valid for a ninety (90) day period.

Attachment A, LCE Hourly Rate Sheet is included for any additional scope of work.

EXCEPTIONS:

Exceptions to this proposal are as follows:

1. This proposal is only for the services listed in the Request for Quote (RFQ); Electrical Plans to Install three (3) EV (Electrical Vehicle) Charges any additional services would be offered by LC Engineering Consultants via change order or at the option of the client could be billed as extras on a time and materials basis at the rates reflected herein.
2. Any fees required by other agencies or firms including professional services fees, filing

Exhibit 1

fees, review fees, permitting fees and/or processing or recording fees are excluded from this proposal and to be paid directly by the owner/client.

3. This proposal does not include the design of any special engineering facilities or studies.
4. The proposal does not include the Construction Management or Construction Inspection services during the construction stage.
5. The proposal does not include the preparation of a traffic control and detour plan, it is assumed that the successful construction bidder will provide one during the construction period.

Thank you for the opportunity to provide this proposal for Engineering Design Services for **Electrical Plans to Install three (3) EV (Electrical Vehicle) Charges**. If you have any questions, please call our office at (760) 353-8110. We look forward to assisting you with this project.

Sincerely,
LC Engineering Consultant, Inc.

A handwritten signature in blue ink, appearing to read 'C. Corrales', is positioned above the printed name.

Carlos Corrales, P.E., L.S.
Principal Engineer

Exhibit 1

Attachment A

RATE SHEET AS OF January 01, 2025



Exhibit 1

LC ENGINEERING CONSULTANTS INC.

CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION MANAGEMENT SERVICES

RATE SHEET AS OF JANUARY 2025

ENGINEERING & PLANNING SERVICES

PRINCIPAL PROJECT MANAGER	\$170.00/HR
PRINCIPAL CIVIL ENGINEER	\$170.00/HR
STRUCTURAL ENGINEER	\$150.00/HR
SENIOR CIVIL ENGINEER	\$105.00/HR
SENIOR PROJECT MANAGER	\$125.00/HR
ASSOCIATE CIVIL ENGINEER	\$95.00/HR
PROJECT ENGINEER	\$88.00/HR
SENIOR CAD TECHNICIAN	\$68.00/HR
CAD TECHNICIAN	\$65.00/HR
ENGINEERING ASSISTANT	\$55.00/HR
CLERICAL / MESSENGER / DELIVERY	\$45.00/HR

OFFICE SURVEYING SERVICES

PRINCIPAL LAND SURVEYOR	\$170.00/HR.
SURVEYING MANAGER	\$125.00/HR
ASSOCIATE LAND SURVEYOR	\$95.00/HR
SURVEY PARTY (2MSC)	\$180.00/HR
SURVEY MATERIALS	COST + 20%

INSPECTION SERVICES

RESIDENT ENGINEER	\$170.00/HR
CONSTRUCTION INSPECTOR	\$85.00/HR
SR. CONSTRUCTION INSPECTOR	\$95.00/HR
CONSTRUCTION INSPECTOR (PW RATE)	\$150.00/HR
SR. CONSTRUCTION INSPECTOR (PW RATE)	\$170.00/HR

OVERTIME RATES

CONSTRUCTION INSPECTOR (REG. RATE)	\$100.00/HR
SR. CONSTRUCTION INSPECTOR (REG. RATE)	\$110.00/HR
CONSTRUCTION INSPECTOR (PW RATE)	\$195.00/HR
SR. CONSTRUCTION INSPECTOR (PW RATE)	\$210.00/HR
(2) MAN SURVEY CREW (REG. RATE)	\$212.00/HR
(2) MAN SURVEY CREW (PW RATE)	\$295.00/HR

Exhibit 1

FIELD SURVEY SERVICES

SURVEY CREW NON-PREVAILING WAGE RATES

(1) MAN SURVEY CREW (GPS/ROBOTIC)	\$180.00/HR
(2) MAN SURVEY CREW	\$185.00/HR
(3) MAN SURVEY CREW	\$225.00/HR

SURVEY CREW PREVAILING WAGE RATES

(1) MAN SURVEY CREW (GPS/ROBOTIC)	\$200.00/HR
(2) MAN SURVEY CREW	\$250.00/HR
(3) MAN SURVEY CREW	\$305.00/HR

FIELD QSP SERVICES

QSP NON-PREVAILING WAGE RATES

QSP SERVICES	\$125.00/HR
--------------	-------------

QSP PREVAILING WAGE RATES

QSP SERVICES	\$180.00/HR
--------------	-------------

PLANNING

PROJECT PLANNNER	\$95.00/HR
------------------	------------

MISCELLANEOUS

MATERIALS	COST + 20%
MYLARS	\$20.00 EA
XEROX - B&W PRINTS (MAPS/PLANS)	\$2.50 EA
XEROX - COLOR PRINTS (MAP/PLANS)	COST + 20%
XEROX - B&W COPIES (LETTERS)	\$0.10 EA
XEROX - COLOR PRINTS (LETTERS)	COST + 20%
EXPRESS MAIL CHARGES (VIA DDE ACCOUNT)	COST + 20%
PUBLIC AGENCY FEES (IF PAID BY LCE)	FEE + 20%
MILEAGE (FROM EL CENTRO TO AREAS OUTSIDE IMP. COUNTY)	\$0.75 / Mile
HOTEL/AIRFARE/CARS/MEALS (AS PROJECT REQUIRES ONLY)	COST + 20%

- **FINANCE CHARGE:** A finance charge will be computed at a PERIODIC RATE of 1% per month, which is an ANNUAL PERCENTAGE RATE OF 12%, and will be applied to any unpaid balance commencing 30 days after the date of the invoice.
- **BILLING:** All charges for services are typically billed in bi-weekly invoices and are due upon receipt. Applicable finance charges will be assessed on the invoice to any unpaid balance as noted above. Un-paid invoices past 90 days may result in work stoppage.
- Rates are effective through **December 31, 2025**. If contract assignments extend beyond that date, a new rate schedule will be added to the contract. Rates based on "Prevailing Wage" for Construction Management and Surveying will be determined by Project and County per California Law.

Exhibit 2

JE Electrical Engineering LLC

4885 W. 20th Place

Yuma, AZ 85364

(928) 941-4092

QUOTE

May 5, 2025

To:

Jesus Villegas, Project Manager

City of Imperial

Community Development Department

400 South Imperial Ave, Suite 101

Imperial, CA 92251

Quote Number: CA23-25

Project Name: City of Imperial County Electric Vehicle Chargers (3 EVCS maximum) – East Barioni Blvd Park Electrical System Design

Scope/intent and extent of services:

- Coordination with IID for New Electrical Service.
- Field work for existing conditions
- Electrical Site Plan (No CAD drawing, Google earth image only).
- Power plan
- One-line diagram
- Load summary and panel schedules
- General notes and specifications

Fee Arrangement: \$7,800.00

Note: This quote includes plan revisions for one owner plan review and responses to permitting agency comments through issuance of the building permit.

Sincerely,
Jose S. Elizarraras, PE

Accepted by
Jesus Villegas
City of Imperial

Signature

Signature