Imperial City Council

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

AGENDA

Regular Meeting of the Imperial City Council

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

July 17, 2024
Closed Session at 06:00 pm
Open Session at 07:00 pm

The Imperial City Council meetings, including public comments, are being livestreamed on the city's social media pages. By remaining in the room, you are giving your permission to be recorded.

You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.

All documents containing an executive summary and staff recommendation associated with open session action items are made available for public inspection on the City's website, www.cityofimperial.org seventy-two (72) hours prior to the posted meeting time. Government Code section 54957.5(b)(2)(B)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact (760) 355-4373. A notification of 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28CFR 35.102-35.104 ADA title II].

6:00 P.M. CLOSED SESSION

ROLL CALL

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: The City Council welcomes public input. Members of the public may address the City Council on Closed Session items by contacting the City Clerk's Office at 760-355-3334. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). If you are compensated to communicate with City officials, you may be required to register and/or make certain disclosures as a lobbyist. Please see the City Clerk for additional information. There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS – G.C § 54956.8
Property Address: Old Post Office (APN# 064-055-005)
Agency Negotiator: Dennis H. Morita, City Manager
Negotiating Parties: AT & T
Under Negotiation: Instructions to Negotiator Regarding Price & Terms

CONFERENCE WITH LABOR NEGOTIATORS – G.C.5957.6
Agency Designated Representatives: City Manager

Employee Organization: Imperial Police Officers Association, Teamsters Local No. 542 and Employee Organization Management, Supervisory, Professional, Confidential, and Police Captain/Unrepresented

CONFERENCE WITH LEGAL COUNSEL:
EXISTING LITIGATION G.C §54959.9(d)(1)
Name of Case: Arreola et al vs. City of Imperial
Imperial County Superior Court Case No. ECU002355

ANTICIPATED LITIGATION Significant exposure to litigation pursuant to G.C§54956.9(d)(2)
Number of Potential Cases: 1

CITY COUNCIL CONVENES TO OPEN SESSION

7:00 P.M. REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THE AGENDA: The City Council will discuss the order of the agenda, may amend the order, add urgency items, note abstentions or "no" votes on consent calendar items and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar prior to that portion of the agenda. For purposes of the official city record, the City Council may take care of these issues by entertaining a formal motion.

CITY ATTORNEY REPORT ON CLOSED SESSION ACTIONS

PUBLIC COMMENT: There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

Matters not appearing on the agenda: If you wish to address the City Council concerning any item within the City Council's jurisdiction, please raise your hand and be acknowledged by the Mayor. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit of three (3) minutes on each person's presentation. It is requested that longer presentations be submitted to the City Clerk's Office in writing 48 hours before the meeting.

A. PRESENTATIONS:

A-1. Recognition of outgoing Planning Commissioner, Veronica Harvey.

A-2. Presentation by Darlene Cossio, Director of Marketing and Community Relations, regarding Goodwill partnerships in the Imperial Valley.

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

B-1. Approval of Claims and Warrants Report

B-2. Authorization to reject claim CW File No. CJP-3051898 by Tanya Cruz (1 of 3)

B-3. Authorization to reject claim CW File No. CJP-3051898 by Tanya Cruz (2 of 3)

B-4. Authorization to reject claim CW File No. CJP-3051898 by Tanya Cruz (3 of 3)

C. PUBLIC HEARING:

C-1. Public hearing for the purpose of adopting the Vehicle Miles Traveled (VMT) and CEQA Thresholds Study as recommended by the Planning Commission.

Presenter: Othon Mora, Community Development Director
Recommended Action: Adopt Resolution No. 2024-50, A RESOLUTION OF THE CITY COUNCIL OF THE CITY IMPERIAL APPROVING THE VEHICLE MILES TRAVELED (VMT) & CEQA THRESHOLDS STUDY

D. ACTION ITEMS (DISCUSSION/ACTION- APPROVE-DISAPPROVE):

D-1. Memorandum of Understanding (MOU) between the City of Imperial and the Imperial Unified School District (IUSD) for one (1) full-time and one (1) part-time School Resource Officer.

Presenter: Aaron Reel, Chief of Police
Recommended Action: Approve the MOU between the City of Imperial and IUSD for a full-time and part-time School Resource Officer.

D-2. Adoption of Resolution No. 2024-49, adopting plans and specifications and authorizing public bidding for the Pavement Rehabilitation of Various Roads Bid No. 2024-06.

Presenter: David Dale, Public Services Director
Recommended Action: Adopt Resolution No. 2024-49, RESOLUTION OF THE IMPERIAL CITY COUNCIL ADOPTING PLANS AND SPECIFICATIONS AND AUTHORIZING THE PUBLIC SERVICES DIRECTOR TO PROCEED TO BID FOR CITY PROJECT; BID NO. 2024-06

E. REPORTS:

E-1. Department Reports

E-2. City Manager Report

E-3. Mayor and Councilmember Reports

ADJOURNMENT: The next regular scheduled meeting of the Imperial City Council is Wednesday, August 7, 2024.

AFFIDAVIT OF POSTING

I, KRISTINA SHIELDS, City Clerk for the City of Imperial, California, DO HEREBY CERTIFY under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the City of Imperial City Hall bulletin board at 420 S. Imperial Avenue, Imperial, CA and on the City of Imperial's website not less than 72 hours prior to the meeting, per Government Code 54954.2.

Dated: July 12, 2024

KRISTINA SHIELDS
City Clerk

B-1

Check Register Report

Date: 07/11/2024
Time: 9:38 am
Page: 1

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								
118742	06/28/24	Printed			5956	AMAZON CAPITAL SERVICES	114-1621602-3859429 75609	173.69
118743	06/28/24	Printed			4400	BABCOCK LABORATORIES, INC.	CF41367-8203 79491	715.94
118744	06/28/24	Printed			4695	CARMEN FIERRO-GONZALEZ	7/7/24-7/12/24	379.50
118745	06/28/24	Printed			5487	COACHELLA VALLEY HOUSING	UNUSED METERS REFUND 79212	1,560.00
118746	06/28/24	Printed			514	CORE & MAIN LP	V124877 79492	215.50
118747	06/28/24	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B69549 79171	336.01
118748	06/28/24	Printed			8568	JENNIFER CASTILLO	8920-0276@184 SAMPSON	141.30
118749	06/28/24	Printed			8563	LEE DAVIS	Presentation 7/21/24 78441	75.00
118750	06/28/24	Printed			8283	MINAGAR & ASSOCIATES, INC	980 79211	43,112.00
118751	06/28/24	Printed			8567	SAGHID HERNANDEZ	8421-0159@231 SANTA ROSA	32.92
118752	06/28/24	Printed			8566	STEELE SOLUTIONS, INC	0031512 77334	19,419.00
118753	07/02/24	Printed			8569	AERIAL TITANS INC	INV3387 78981	57,297.50
118754	07/02/24	Printed			195	ALLIED WASTE	0467-001715643 SLUDGE 6/2024 79497	17,614.35
118755	07/02/24	Printed			1851	AT&T LONG DISTANCE	760-355-1158 7/1/24	1,570.61
118756	07/02/24	Printed			6069	BAKER DISTRIBUTING COMPANY LLC	FA30218 79496	1,263.91
118757	07/02/24	Printed			4989	GEMINI GROUP LLC	124-15510 79490	4,053.00
118758	07/02/24	Printed			264	HINDERLITER, DE LLAMAS &	SIN039761 78732	1,389.31
118759	07/02/24	Printed			028	IMPERIAL IRRIGATION DISTRICT	JULY 1, 2024	3,481.50
118760	07/02/24	Printed			4264	IMPERIAL IRRIGATION DISTRICT	3355963 7/1/24	194.26
118761	07/02/24	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B69558 79494	38.78
118762	07/02/24	Printed			8141	JGC GOVERNMENT RELATIONS, INC.	1907 79055	3,000.00
118763	07/02/24	Printed			2901	KIMBALL MIDWEST	102359663 79493	1,316.67
118764	07/02/24	Printed			079	ONE SOURCE DISTRIBUTORS	S007519425.001 79495	74.29
118765	07/02/24	Printed			8570	ROCIO CARRILLO	8721-0224/1410 CABAZON	59.32
118766	07/02/24	Printed			8031	UNWIND & DESIGN CREATIVE	0000219 79021	2,040.00
118767	07/02/24	Printed			611	VERIZON WIRELESS	9967285203	3,593.75
118769	07/03/24	Printed			250	BLUE SHIELD OF CALIFORNIA	241650031304 JULY 2024 78728	57,432.92
118770	07/03/24	Printed			1302	DAVID TURCH & ASSOCIATES	JULY 1, 2024	5,000.00
118771	07/03/24	Printed			5134	FORENSIC DRUG TESTING SERVICES	2024-1369 78841	383.85
118772	07/03/24	Printed			8224	HEALTH AND HUMAN RESOURCE	E0323072 78840	144.44
118773	07/03/24	Printed			7119	JEREMY SCHAFFER	7/22/24 - 7/25/24	259.00
118774	07/03/24	Printed			868	K-C WELDING & RENTALS, INC.	198626 79330	231.72
118775	07/03/24	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY	285207C 79329	1,876.75
118776	07/03/24	Printed			7607	MARK JANOSZ	7/7/24 - 7/12/24	379.50
118777	07/03/24	Printed			8091	POOL & ELECTRICAL PRODUCTS,	0016472423-001 79331	49.85
118778	07/03/24	Printed			2782	PRINCIPAL LIFE INSURANCE COMP	1044724-10001 78730	6,007.35
118779	07/03/24	Printed			4028	SOUTHERN CALIFORNIA	SCAG FY25 0082 79054	3,070.00
118780	07/03/24	Printed			275	UNDERGROUND SERVICE ALERT OF	23-2426199 78731	292.42
118781	07/03/24	Printed			8150	VENCER PUBLIC AFFAIRS &	213 79056	2,000.00
118928	07/10/24	Printed			1021	AGGREGATE PRODUCTS, INC.	57635 79508	4,292.04
118929	07/10/24	Printed			195	ALLIED WASTE	JUNE 2024 78735	149,781.32
118930	07/10/24	Printed			656	AQUA METRIC	INV0102613 79501	381.16
118931	07/10/24	Printed			8279	AT&T MOBILITY	287326019818X07042024	166.48
118932	07/10/24	Printed			7493	BACK FLOW PARTS USA	191851 79548	1,394.26
118933	07/10/24	Printed			7158	BLUETARP FINANCIAL, INC.	H25187/5 79509	32.65
118934	07/10/24	Printed			7808	BOOT BARN HOLDINGS	126183 J. PEREZ 78482	118.56

Check Register Report

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								
118935	07/10/24	Printed			674	BRENNTAG	BPI440914 79532	5,970.96
118936	07/10/24	Printed			8572	CHRISTY ANDREWS	SWIM LESSONS REFUND 79324	30.00
118937	07/10/24	Printed			2676	CONSTANCIO S. TORRES	CLASSES JUNE 2024 79332	129.50
118938	07/10/24	Printed			1744	CONVEYOR GROUP	11188 79061	480.00
118939	07/10/24	Printed			6857	COUNTY MOTOR PARTS CO, INC	561742 79542	503.56
118940	07/10/24	Printed			1287	DEMCO, INC.	41800323 (2) 79357	25,610.63
118941	07/10/24	Printed			1573	DEPARTMENT OF JUSTICE	747794 78846	160.00
118942	07/10/24	Printed			2815	DEVELOPMENT MANAGEMENT GROUP	JUNE 2024 79060	1,833.55
118943	07/10/24	Printed			2665	DISCOUNT TIRE	1357535 79511	594.17
118944	07/10/24	Printed			8447	EL CENTRO ROCK SUPPLY	0005396 79325	150.85
118945	07/10/24	Printed			8552	FUN EXPRESS, LLC	73130376801 79328	1,138.12
118946	07/10/24	Printed			7720	GREEN RUBBER-KENNEDY AG	I-104754 79518	51.66
118947	07/10/24	Printed			8490	GUARDIAN ALLIANCE TECHNOLOGIES	24364 79174	185.00
118948	07/10/24	Printed			8399	HERRERA & ASSOCIATES	1299 78734	27,140.00
118949	07/10/24	Printed			2096	HOME DEPOT CREDIT SERVICES	H1059-378133 79545	726.19
118950	07/10/24	Printed			3205	IMPERIAL COUNTY SHERIFFS DEPT.	06302024-01 DISPATCH Q2 79175	65,000.00
118951	07/10/24	Printed			028	IMPERIAL IRRIGATION DISTRICT	JULY 8, 2024	82,349.01
118952	07/10/24	Printed			1336	IMPERIAL LANDFILL- 4136	4136-000021538 Sludge 5/22-31 79499	4,566.86
118953	07/10/24	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B69658 79503	79.43
118954	07/10/24	Printed			868	K-C WELDING & RENTALS, INC.	197254 79552	3,102.71
118955	07/10/24	Printed			2901	KIMBALL MIDWEST	102382429 79534	1,580.48
118956	07/10/24	Printed			5580	KOPPEL & GRUBER PUBLIC FINANCE	24-1334 PASEO LIGHT 78737	14,737.67
118957	07/10/24	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY	285145C 79327	242.46
118958	07/10/24	Printed			1996	LEE TIRE CO.	398186 79505	223.91
118959	07/10/24	Printed			2689	MAX SHEFFIELD	PARKING 6/28/24-REIMB. 79180	24.00
118960	07/10/24	Printed			8314	MOTION INDUSTRIES, INC	AZ54-00798680 79537	423.00
118961	07/10/24	Printed			7992	MUNITEMPS	130437 78736	7,600.00
118962	07/10/24	Printed			079	ONE SOURCE DISTRIBUTORS	S007533184.001 79515	412.66
118963	07/10/24	Printed			219	PADRE USA	16028932 79337	1,638.82
118964	07/10/24	Printed			4562	PET WASTE ELIMINATOR	43343415 79559	301.70
118965	07/10/24	Printed			1776	PRECISION ELECTRIC CO. INC.	0115233-IN 79535	2,061.00
118966	07/10/24	Printed			4262	PYRAMID BUILDING & ENGINEERING	29-22-8 79539	931,381.69
118967	07/10/24	Printed			8516	QUICK QUACK CAR WASH	ARB194393 79173	322.83
118968	07/10/24	Printed			3526	RSD	3334463-00 79506	260.11
118969	07/10/24	Printed			5257	SKM ENGINEERING LLC	28010 79510	9,277.50
118970	07/10/24	Printed			2365	SPARKLETTS	9437092 JUN24	836.17
118971	07/10/24	Printed			1265	SUPERIOR READY MIX CONCRETE LP	434711 79520	6,116.19
118981	07/10/24	Printed			5837	U.S. BANK	VONAGE 6/22/24 79425	21,194.75
118982	07/10/24	Printed			2008	UNITED PARCEL SERVICE	Y00924264 7/10/24	109.52
118983	07/10/24	Printed			8133	UNIVAR SOLUTIONS USA INC.	52209630 79513	6,965.64
118984	07/10/24	Printed			8512	WORTHINGTON DIRECT	QTE085451-IMP2022 79390	7,829.62

Total Checks: 87 **Checks Total (excluding void checks): 1,629,784.30**

Total Payments: 87 **Bank Total (excluding void checks): 1,629,784.30**

Total Payments: 87 **Grand Total (excluding void checks): 1,629,784.30**

Agenda Item No. B-2

DATE SUBMITTED	07/05/2024
SUBMITTED BY	Kristen Smith
DATE ACTION REQUIRED	07/17/2024

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. Authorization to reject claim CW File Number CJP-3051898 as recommended by Carl Warren & Company.

DEPARTMENT INVOLVED: Human Resources

BACKGROUND/SUMMARY:

Recommendation from Carl Warren & Company to reject claim CW File Number CJP-3051898 submitted by Tanya Cruz on June 28, 2024.

FISCAL IMPACT: NOT TO EXCEED

There is no fiscal impact associated with this action.

FINANCE INITIALS: VMS

STAFF RECOMMENDATION:

Staff recommends approval to reject claim.

DEPT. INITIALS: KWS

MANAGER'S RECOMMENDATION: Approve Staff Recommendation

CITY MANAGER's INITIALS: [illegible]

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( ) REJECTED ( )
DISAPPROVED ( ) DEFERRED ( )

REFERRED TO:

RECEIVED
JUN 28 2024
By AO

CLAIM FOR DAMAGE OR INJURY AGAINST THE CITY OF IMPERIAL, CALIFORNIA

Claims for death, injury to person, or to personal property must be filed not later than six months after the occurrence. (Gov. Code, Sec. 911.2)

Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code, Sec. 911.2)

TO: City of Imperial
420 So. Imperial Ave.
Imperial, CA 92251

Tanya Cruz		92243		30
Name of Claimant	Address	Zip	Phone	Age

Megan Koster, Esq. ; Wilshire Law Firm - 3055 Wilshire Blvd., 12th Floor Los Angeles, CA 90010
Address to which Claimant wishes notices sent

WHEN did damage or injury occur? 2/23/2024

WHERE did damage or injury occur? at or near 5th Street and H Street in the City of Imperial, CA 92251

HOW and under what circumstances did damage or injury occur? Please see Attachment A.

WHAT particular action by the City, or its employees, caused the alleged damage or injury? (Include Names of Employees, if known)

Claimant alleges and believes that the City of Imperial maintains & supervises the physical condition of the subject area which played a substantial role in causing the incident. Please see Attachment A.

WHAT sum do you claim? Include the estimated amount of any prospective loss, insofar as it may be known at the time of the presentation of this claim, together with the basis of computation of the amount claimed: (Attach estimates or bills, if possible)

Bodily Injury
$ in excess of $1mil
Property Damage
$ in excess of $1mil
Other
$ In excess of $1,000,000.00

Total Amount Claimed $ In excess of $1,000,000.00

NAMES and addresses of witnesses, Doctors and Hospitals:

Wittnesses - TBD
El Centro Regional Medical Center - 1415 Ross Avenue El Centro, CA 92243 - (760) 339-7100

Megan Koster
Signature of Claimant

06/28/24
Date

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

ATTACHMENT A

Claimant TANYA CRUZ (hereafter "Claimant") hereby presents the following information in support of her claim(s) against the City of Imperial (hereafter "City"), in satisfaction of the requirements under Government Code section 910, and as supplement to the City's claim form.

General Description of the Damage, Loss, or Indebtedness Incurred

On or around February 23, 2024, a dangerous condition on public property caused serious injury and damage to Claimant when she was traveling in her vehicle upon a public, City-maintained roadway. As Claimant used due care and drove her vehicle upon 5th Street., she encountered a dangerous condition in the roadway, which caused her to crash into an oncoming vehicle, seriously injuring her. These events occurred in or around the vicinity of 5th Street and H Street in the City of Imperial, County of Imperial, State of California 92251.

Claimant's injuries include, but are not limited to, the following: neck, and back pain, as well as noneconomic damages including pain and suffering.

If Claimant files a lawsuit related to this matter, she will file it as an unlimited civil case and allege monetary damages in an amount greater than the jurisdictional minimum. Medical records and completed treatment are pending.

Government Entity's or Employees' Liability

This governmental entity is responsible for Claimant's injuries because, based upon information and belief, said entity owned, leased, occupied, and/or controlled the property where the accident occurred on February 23, 2024, and was negligent in the use or maintenance of such property. The entity failed to use reasonable care to keep the property in a reasonably safe condition and/or failed to use reasonable care to discover any unsafe conditions and to repair, replace, or give adequate warning of anything that could be reasonably expected to harm others, including confusing and misleading lanes of traffic and/or changes in the direction of traffic that endangered the safe movement of traffic and which was not, and would not have been, reasonably

apparent to or anticipated by a person using due care, including Plaintiff; inadequate signage, warnings, or other traffic safety devices in a construction zone; creation of a concealed trap; and/or other defects that may be established through discovery.

Even if this entity did not own or lease the property, it controlled the property and was therefore responsible for maintaining, in reasonably safe condition, all areas that it controlled, including confusing and misleading lanes of traffic and/or changes in the direction of traffic that endangered the safe movement of traffic and which was not , and would not have been, reasonably apparent to or anticipated by a person using due care, including Plaintiff; inadequate signage, warnings, or other traffic safety devices in a construction zone; creation of a concealed trap; and/or other defects that may be established through discovery. The condition of the property created an unreasonable risk of harm that the entity knew, or through the exercise of reasonable care, should have known about but failed to repair, protect against, or give adequate warning of the condition to Claimant.

This entity had a duty to maintain, inspect, manage, design, repair, and/or control the property where Claimant's injury occurred at the time of the Incident and breached its duty to Claimant by negligently maintaining, inspecting, managing, designing, repairing, and/or controlling the property, including confusing and misleading lanes of traffic and/or changes in the direction of traffic that endangered the safe movement of traffic and which was not , and would not have been, reasonably apparent to or anticipated by a person using due care, including Plaintiff; inadequate signage, warnings, or other traffic safety devices in a construction zone; creation of a concealed trap; and/or other defects that may be established through discovery.

The negligent and/or wrongful conduct of the entity's employee(s) acting within the scope of his/her/their employment created the unsafe condition on the property.

The entity had actual and/or constructive notice of the unsafe condition as described herein prior to the date of the Incident yet did nothing to repair, remedy, correct, provide safeguards against, or provide warning of the unsafe condition, which

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

caused Claimant's incident and injuries. As a result of the negligent and/or wrongful conduct of the entity's employee(s) acting within the scope of his/her/their employment including, but not limited to, failure to provide any warning of the subject unsafe condition, Claimant was harmed.

The entity's negligence or wrongful conduct was a substantial factor in causing harm to Claimant.

Dated: June 28, 2024

WILSHIRE LAW FIRM, PLC

By: Megan Koster
Megan Koster, Esq.
Attorney for Claimant

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

Agenda Item No. B-3

DATE SUBMITTED	07/05/2024
SUBMITTED BY	Kristen Smith
DATE ACTION REQUIRED	07/17/2024

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. Authorization to reject claim CW File Number CJP-3051898 as recommended by Carl Warren & Company.

DEPARTMENT INVOLVED: Human Resources

BACKGROUND/SUMMARY:

Recommendation from Carl Warren & Company to reject claim CW File Number CJP-3051898 submitted by Tanya Cruz on behalf of a minor on June 28, 2024.

FISCAL IMPACT: NOT TO EXCEED

There is no fiscal impact associated with this action.

FINANCE INITIALS: VMS

STAFF RECOMMENDATION:

Staff recommends approval to reject claim.

DEPT. INITIALS: KWS

MANAGER'S RECOMMENDATION: Approve Staff Recommendation

CITY MANAGER's INITIALS: DHM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( ) REJECTED ( )
DISAPPROVED ( ) DEFERRED ( )

REFERRED TO:

RECEIVED
JUN 28 2024
By AO

CLAIM FOR DAMAGE OR INJURY AGAINST THE CITY OF IMPERIAL, CALIFORNIA

Claims for death, injury to person, or to personal property must be filed not later than six months after the occurrence. (Gov. Code, Sec. 911.2)

Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code, Sec. 911.2)

TO: City of Imperial
420 So. Imperial Ave.
Imperial, CA 92251

Name of Claimant	Address	Zip	Phone	Age
Tanya Cruz OBO X a minor	1400 N Imperial Ave	92243		minor

Megan Koster, Esq. ; Wilshire Law Firm - 3055 Wilshire Blvd., 12th Floor Los Angeles, CA 90010
Address to which Claimant wishes notices sent

WHEN did damage or injury occur? 2/23/2024

WHERE did damage or injury occur? at or near 5th Street and H Street in the City of Imperial, CA 92251

HOW and under what circumstances did damage or injury occur? Please see Attachment A.

WHAT particular action by the City, or its employees, caused the alleged damage or injury? (Include Names of Employees, if known)

Claimant alleges and believes that the City of Imperial maintains & supervises the physical condition of the subject area which played a substantial role in causing the incident. Please see Attachment A.

WHAT sum do you claim? Include the estimated amount of any prospective loss, insofar as it may be known at the time of the presentation of this claim, together with the basis of computation of the amount claimed: (Attach estimates or bills, if possible)

Bodily Injury
$ in excess of $1mil
Property Damage
$ in excess of $1mil
Other
$ In excess of $1,000,000.00

Total Amount Claimed $ In excess of $1,000,000.00

NAMES and addresses of witnesses, Doctors and Hospitals:

Wittnesses - TBD
El Centro Regional Medical Center - 1415 Ross Avenue El Centro, CA 92243 - (760) 339-7100

Megan Koster MEGAN KOSTER, ESQ. / WILSHIRE LAW FIRM 06/28/24
Signature of Claimant Date

ATTACHMENT A

Claimant TANYA CRUZ obo (hereafter "Claimant") hereby presents the following information in support of her claim(s) against the City of Imperial (hereafter "City"), in satisfaction of the requirements under Government Code section 910, and as supplement to the City's claim form.

General Description of the Damage, Loss, or Indebtedness Incurred

On or around February 23, 2024, a dangerous condition on public property caused serious injury and damage to Claimant when she was traveling in a vehicle driven by her mother Tanya Cruz upon a public, City-maintained roadway. As Ms. Cruz used due care and drove her vehicle upon 5th Street., they encountered a dangerous condition in the roadway, which caused them to crash into an oncoming vehicle, seriously injuring Claimant. These events occurred in or around the vicinity of 5th Street and H Street in the City of Imperial, County of Imperial, State of California 92251. Claimant's injuries include, but are not limited to, the following: head pain, as well as noneconomic damages including pain and suffering.

If Claimant files a lawsuit related to this matter, she will file it as an unlimited civil case and allege monetary damages in an amount greater than the jurisdictional minimum. Medical records and completed treatment are pending.

Government Entity's or Employees' Liability

This governmental entity is responsible for Claimant's injuries because, based upon information and belief, said entity owned, leased, occupied, and/or controlled the property where the accident occurred on February 23, 2024, and was negligent in the use or maintenance of such property. The entity failed to use reasonable care to keep the property in a reasonably safe condition and/or failed to use reasonable care to discover any unsafe conditions and to repair, replace, or give adequate warning of anything that could be reasonably expected to harm others, including confusing and misleading lanes of traffic and/or changes in the direction of traffic that endangered the safe movement of traffic and which was not, and would not have been, reasonably

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3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

apparent to or anticipated by a person using due care, including Plaintiff; inadequate signage, warnings, or other traffic safety devices in a construction zone; creation of a concealed trap; and/or other defects that may be established through discovery.

Even if this entity did not own or lease the property, it controlled the property and was therefore responsible for maintaining, in reasonably safe condition, all areas that it controlled, including confusing and misleading lanes of traffic and/or changes in the direction of traffic that endangered the safe movement of traffic and which was not , and would not have been, reasonably apparent to or anticipated by a person using due care, including Plaintiff; inadequate signage, warnings, or other traffic safety devices in a construction zone; creation of a concealed trap; and/or other defects that may be established through discovery. The condition of the property created an unreasonable risk of harm that the entity knew, or through the exercise of reasonable care, should have known about but failed to repair, protect against, or give adequate warning of the condition to Claimant.

This entity had a duty to maintain, inspect, manage, design, repair, and/or control the property where Claimant's injury occurred at the time of the Incident and breached its duty to Claimant by negligently maintaining, inspecting, managing, designing, repairing, and/or controlling the property, including confusing and misleading lanes of traffic and/or changes in the direction of traffic that endangered the safe movement of traffic and which was not , and would not have been, reasonably apparent to or anticipated by a person using due care, including Plaintiff; inadequate signage, warnings, or other traffic safety devices in a construction zone; creation of a concealed trap; and/or other defects that may be established through discovery.

The negligent and/or wrongful conduct of the entity's employee(s) acting within the scope of his/her/their employment created the unsafe condition on the property.

The entity had actual and/or constructive notice of the unsafe condition as described herein prior to the date of the Incident yet did nothing to repair, remedy, correct, provide safeguards against, or provide warning of the unsafe condition, which

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Los Angeles, CA 90010-1137

caused Claimant's incident and injuries. As a result of the negligent and/or wrongful conduct of the entity's employee(s) acting within the scope of his/her/their employment including, but not limited to, failure to provide any warning of the subject unsafe condition, Claimant was harmed.

The entity's negligence or wrongful conduct was a substantial factor in causing harm to Claimant.

Dated: June 28, 2024

WILSHIRE LAW FIRM, PLC

By: Megan Koster
Megan Koster, Esq.
Attorney for Claimant

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

Agenda Item No. B-4

DATE SUBMITTED	07/05/2024
SUBMITTED BY	Kristen Smith
DATE ACTION REQUIRED	07/17/2024

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. Authorization to reject claim CW File Number CJP-3051898 as recommended by Carl Warren & Company.

DEPARTMENT INVOLVED: Human Resources

BACKGROUND/SUMMARY:

Recommendation from Carl Warren & Company to reject claim CW File Number CJP-3051898 submitted by Tanya Cruz on behalf of a minor on June 28, 2024.

FISCAL IMPACT: NOT TO EXCEED

There is no fiscal impact associated with this action.

FINANCE INITIALS: VMS

STAFF RECOMMENDATION:

Staff recommends approval to reject claim.

DEPT. INITIALS: KWS

MANAGER'S RECOMMENDATION: Approve Staff Recommendation

CITY MANAGER's INITIALS: OM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( ) REJECTED ( )
DISAPPROVED ( ) DEFERRED ( )

REFERRED TO:

RECEIVED
JUN 28 2024
By AO

CLAIM FOR DAMAGE OR INJURY AGAINST THE CITY OF IMPERIAL, CALIFORNIA

Claims for death, injury to person, or to personal property must be filed not later than six months after the occurrence. (Gov. Code, Sec. 911.2)

Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code, Sec. 911.2)

TO: City of Imperial
420 So. Imperial Ave.
Imperial, CA 92251

Tanya Cruz OBO (	a minor	1400 N Imperial Ave	92243	(442) 999-3572	minor
Name of Claimant		Address	Zip	Phone	Age

Megan Koster, Esq. ; Wilshire Law Firm - 3055 Wilshire Blvd., 12th Floor Los Angeles, CA 90010
Address to which Claimant wishes notices sent

WHEN did damage or injury occur? 2/23/2024

WHERE did damage or injury occur? at or near 5th Street and H Street in the City of Imperial, CA 92251

HOW and under what circumstances did damage or injury occur? Please see Attachment A.

WHAT particular action by the City, or its employees, caused the alleged damage or injury? (Include Names of Employees, if known)

Claimant alleges and believes that the City of Imperial maintains & supervises the physical condition of the subject area which played a substantial role in causing the incident. Please see Attachment A.

WHAT sum do you claim? Include the estimated amount of any prospective loss, insofar as it may be known at the time of the presentation of this claim, together with the basis of computation of the amount claimed: (Attach estimates or bills, if possible)

Bodily Injury
$ exceeds $1 MIL
Property Damage
$ exceeds $1 MIL
Other
$ In excess of $1,000,000.00

Total Amount Claimed $ In excess of $1,000,000.00

NAMES and addresses of witnesses, Doctors and Hospitals:

Witnesses - TBD
El Centro Regional Medical Center - 1415 Ross Avenue El Centro, CA 92243 - (760) 339-7100

Megan Koster - Wilshire Law Firm - Attorneys for Claimant 06/28/24
Signature of Claimant Date

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3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

ATTACHMENT A

Claimant TANYA CRUZ obo (hereafter "Claimant") hereby presents the following information in support of her claim(s) against the City of Imperial (hereafter "City"), in satisfaction of the requirements under Government Code section 910, and as supplement to the City's claim form.

General Description of the Damage, Loss, or Indebtedness Incurred

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If Claimant files a lawsuit related to this matter, she will file it as an unlimited civil case and allege monetary damages in an amount greater than the jurisdictional minimum. Medical records and completed treatment are pending.

Government Entity's or Employees' Liability

This governmental entity is responsible for Claimant's injuries because, based upon information and belief, said entity owned, leased, occupied, and/or controlled the property where the accident occurred on February 23, 2024, and was negligent in the use or maintenance of such property. The entity failed to use reasonable care to keep the property in a reasonably safe condition and/or failed to use reasonable care to discover any unsafe conditions and to repair, replace, or give adequate warning of anything that could be reasonably expected to harm others, including confusing and misleading lanes of traffic and/or changes in the direction of traffic that endangered the safe movement of traffic and which was not, and would not have been, reasonably

apparent to or anticipated by a person using due care, including Plaintiff; inadequate signage, warnings, or other traffic safety devices in a construction zone; creation of a concealed trap; and/or other defects that may be established through discovery.

Even if this entity did not own or lease the property, it controlled the property and was therefore responsible for maintaining, in reasonably safe condition, all areas that it controlled, including confusing and misleading lanes of traffic and/or changes in the direction of traffic that endangered the safe movement of traffic and which was not , and would not have been, reasonably apparent to or anticipated by a person using due care, including Plaintiff; inadequate signage, warnings, or other traffic safety devices in a construction zone; creation of a concealed trap; and/or other defects that may be established through discovery. The condition of the property created an unreasonable risk of harm that the entity knew, or through the exercise of reasonable care, should have known about but failed to repair, protect against, or give adequate warning of the condition to Claimant.

This entity had a duty to maintain, inspect, manage, design, repair, and/or control the property where Claimant's injury occurred at the time of the Incident and breached its duty to Claimant by negligently maintaining, inspecting, managing, designing, repairing, and/or controlling the property, including confusing and misleading lanes of traffic and/or changes in the direction of traffic that endangered the safe movement of traffic and which was not , and would not have been, reasonably apparent to or anticipated by a person using due care, including Plaintiff; inadequate signage, warnings, or other traffic safety devices in a construction zone; creation of a concealed trap; and/or other defects that may be established through discovery.

The negligent and/or wrongful conduct of the entity's employee(s) acting within the scope of his/her/their employment created the unsafe condition on the property.

The entity had actual and/or constructive notice of the unsafe condition as described herein prior to the date of the Incident yet did nothing to repair, remedy, correct, provide safeguards against, or provide warning of the unsafe condition, which

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Los Angeles, CA 90010-1137

caused Claimant's incident and injuries. As a result of the negligent and/or wrongful conduct of the entity's employee(s) acting within the scope of his/her/their employment including, but not limited to, failure to provide any warning of the subject unsafe condition, Claimant was harmed.

The entity's negligence or wrongful conduct was a substantial factor in causing harm to Claimant.

Dated: June 28, 2024

WILSHIRE LAW FIRM, PLC

By: Megan Koster
Megan Koster, Esq.
Attorney for Claimant

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

Agenda Item No. C-1

DATE SUBMITTED	07/10/2024	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	(X)
SUBMITTED BY	COMMUNITY DEVELOPMENT DIRECTOR	RESOLUTION	(X)
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	07/17/2024	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: VEHICLE MILES TRAVELED (VMT) AND CEQA TRESHOLDS STUDY

1. Adoption of Resolution No. 2024-50, Approving the Vehicle Miles Traveled (VMT) and CEQA Thresholds Study

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

See Attached Staff Report

FISCAL IMPACT: N/A	ADMIN SERVICES SIGN INITIALS VMS
STAFF RECOMMENDATION: Staff recommends City Council to Adopt Resolution No 2024-50, Approving the Vehicle Miles Traveled (VMT) and CEQA Thresholds	DEPT. INITIALS CM
MANAGER'S RECOMMENDATION: approve	CITY MANAGER's INITIALS DHM

MOTION:

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

staff report

Agenda Item No. ___

To: City of Imperial City Council

From: Othon Mora, Community Development Director

Date: July 10, 2024

Item: Vehicle Miles Traveled (VMT) and CEQA Thresholds Study

Environmental: Categorically Exempt per Section 15268 for Ministerial Projects

Recommendation: Approval of Vehicle Miles Traveled (VMT) and CEQA Thresholds Study

Background

The City of Imperial is implementing a Vehicle Miles Traveled (VMT) methodology for evaluating transportation impacts under the revised California Environmental Quality Act (CEQA) guidelines as per Senate Bill 743 (SB 743). This VMT-based methodology replaces the previous Level of Service (LOS) methodology, shifting the focus from congestion-based impacts to the environmental impacts of vehicle trip lengths. The project involves the adoption of the VMT and CEQA Thresholds Study, which will serve as a guideline for analyzing the transportation impacts of various land development and planning projects within the city.

Following the passage of SB 743, the CEQA Guidelines were amended to emphasize the reduction of greenhouse gas (GHG) emissions by changing the way transportation impacts are measured. The City of Imperial has developed a comprehensive VMT methodology to evaluate these impacts effectively. This methodology includes analyzing VMT per service population, residential home-based VMT per capita, employment home-based work VMT per employee, and total VMT for both trucks and automobiles.

The City's new guidelines incorporate screening criteria that can exempt certain projects from detailed VMT analysis if they generate low VMT, are located in low-VMT areas, or are in transit priority areas. Additionally, the guidelines outline requirements for projects that generate significant VMT and provide mitigation measures to reduce these impacts.

On June 12, 2024 the Planning Commission held a Public Hearing to hear testimony for and against the findings of the Implementation of the Vehicle Miles Traveled (VMT) and CEQA thresholds and approved Resolution PC2024-05 recommending approval to the City Council.

Environmental Determination

The Vehicle Miles Traveled (VMT) and CEQA Thresholds Study is categorically exempt from CEQA under Section 15268, which pertains to ministerial projects. The study itself does not have a direct physical impact on the environment, but provides a framework for assessing future projects' transportation impacts. Any future projects will be individually assessed under CEQA, with this study guiding their VMT analysis.

Public Notification

The public hearing scheduled for July 17, 2024, was duly noticed in the Holtville Tribune and Calexico Chronicle, newspapers of general circulation, on July 4, 2024.

Recommendation

Staff recommends that the City Council approves the Vehicle Miles Traveled (VMT) and CEQA Thresholds Study. The adoption of this study will ensure that the City of Imperial complies with state requirements while effectively addressing transportation impacts and contributing to the reduction of greenhouse gas emissions.

Attachments

- Vehicle Miles Traveled (VMT) and CEQA Thresholds Study
- Resolution PC2024-05
- Resolution 2024-50

Respectfully submitted,

Othon Mora
Community Development Director

RESOLUTION 2024-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING THE VEHICLE MILES TRAVELED (VMT) & CEQA THRESHOLDS STUDY

WHEREAS, Senate Bill 743, enacted in 2013 and codified in Public Resources Code section 21099, required changes to the CEQA Guidelines regarding the criteria for determining the significance of transportation impacts of projects; and

WHEREAS, in 2018, the Governor's Office of Planning and Research proposed, and the California Natural Resources Agency certified and adopted, new CEQA Guidelines section 15064.3 that identifies vehicle miles traveled (VMT), or the amount and distance of automobile travel attributable to a project, as the most appropriate metric to evaluate a project's transportation impacts; and

WHEREAS, the 2023 Implementation of Vehicle Miles Traveled (VMT) & CEQA Thresholds Study has been prepared to assess the transportation impacts of proposed projects within the City of Imperial; and

WHEREAS, the City of Imperial is committed to reducing greenhouse gas emissions and promoting sustainable transportation practices in accordance with state law and local policies; and

WHEREAS, the 2023 Implementation of Vehicle Miles Traveled (VMT) & CEQA Thresholds Study provides a detailed analysis of the anticipated travel patterns and transportation impacts associated with proposed developments; and

WHEREAS, a public hearing was held by the Planning Commission on June 12, 2024, to hear testimony for and against the findings of the 2023 Implementation of Vehicle Miles Traveled (VMT) & CEQA Thresholds Study; and

WHEREAS, a public hearing was held by the City Council on July 17, 2024, to hear testimony for and against the findings of the 2023 Implementation of Vehicle Miles Traveled (VMT) & CEQA Thresholds Study; and

WHEREAS, upon hearing and considering all testimony and arguments, analyzing the information submitted by staff, and considering any written comments received, the City Council considered all facts relating to the 2023 Implementation of Vehicle Miles Traveled (VMT) & CEQA Thresholds Study; and

WHEREAS, the proposed Vehicle Miles Traveled (VMT) & CEQA Thresholds Study is found to be exempt from the California Environmental Quality Act (CEQA) under Section 15268 for Ministerial Projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial as follows:

A) That the foregoing recitations are true and correct; and

B) The 2023 Implementation of Vehicle Miles Traveled (VMT) & CEQA Thresholds Study has been reviewed in accordance with the requirements set forth by the City of Imperial; and

C) The Vehicle Miles Traveled (VMT) & CEQA Thresholds Study are found to be exempt from CEQA under Section 15268 for Ministerial Projects; and

D) That based on the evidence presented at the public hearing, the City Council hereby **APPROVES** the 2023 Implementation of Vehicle Miles Traveled (VMT) & CEQA Thresholds Study and its findings on July 17, 2024.

E) The City Attorney is authorized to make minor typographical changes to this Resolution that does not change the substance of this Resolution;

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 17th day of July, 2024.

_____
ROBERT AMPARANO,
Mayor

ATTEST:

_____
KRISTINA SHIELDS,
City Clerk

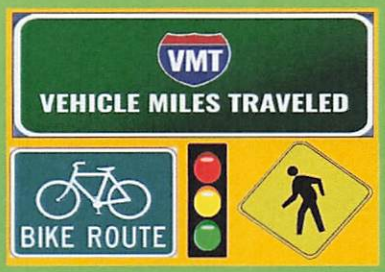
CERTIFICATION

I, Kristina Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing Resolution No. 2024-50 was duly adopted at a meeting of the City Council of said City at its meeting held on the 17th day of July 2024, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 17th day of July, 2024.

_____
KRISTINA SHIELDS,
City Clerk



City of Imperial California

2023 Implementation of Vehicle Miles Traveled (VMT) & CEQA Thresholds

PREPARED FOR:

CITY OF IMPERIAL
Community Development Department
400 South Imperial Avenue, Suite 101
Imperial, CA 92251

PREPARED BY:

MINAGAR & ASSOCIATES, INC.
ITS – Traffic/Civil/Electrical Engineering – Transportation Planning – Homeland Security – CEM
23282 Mill Creek Drive, East Tower, East Tower, Suite 120
Laguna Hills, CA 92653

30 Years of Excellence

MAY 9, 2024

2023 IMPLEMENTATION OF VEHICLE MILES TRAVELED (VMT) & CEQA THRESHOLDS

for the

CITY OF IMPERIAL

Community Development Department

PREPARED FOR:

CITY OF IMPERIAL
Community Development Department
400 South Imperial Avenue, Suite 101
Imperial, CA 92251

PREPARED BY:

MINAGAR & ASSOCIATES, INC.
Traffic/Civil/Electrical Engineering - ITS - Transportation Planning
23282 Mill Creek Drive, East Tower, Suite 120
Laguna Hills, CA 92653
Tel: (949) 707-1199

May 9, 2024

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LIST OF APPENDICES

Appendix A: Transportation Projects That Do Not Require VMT Analysis
Appendix B: VMT Mitigation Measures
Appendix C: Project Information Form (PIF)

1.0 – Introduction

Following the passage of Senate Bill 743 (SB 743), which created the 2019 amendments to the California Environmental Quality Act (CEQA) Guidelines by the Natural Resources Agency, the City of Imperial is now developing a **Vehicle Miles Traveled (VMT)** based methodology for evaluating transportation impacts under the revised CEQA guidelines.

The City of Imperial will utilize this VMT methodology for various projects (e.g., Land Development, Planning, etc.) by analyzing the VMT per service population, residential home-based VMT per capita, employment home-based work VMT per employee, as well as truck VMT and total VMT (including trucks and automobiles).

This report has been prepared to provide guidance to consultants on how to prepare Vehicle Miles Traveled (VMT) Analyses in the City of Imperial. VMT Analyses are intended to identify potential VMT impact of a proposed development project and determine the need for any improvements or mitigations to the project or nearby road system. Though this report focuses primarily on VMT methodology, a section on **Local Mobility Assessment Analysis (LMA)** guidelines has also been provided.

1.1 – Background

The primary purpose of SB 743 was to change the primary methodology of Environmental Traffic Impact Analysis to revolve around the metric of VMT indexed to population and / or employment, as opposed to the previous methodology focusing on Level of Service (LOS), which was based on delay or capacity. By switching from LOS to VMT, the analysis shifts from analyzing the environmental impact of congested streets and / or intersections to the impact of vehicle trip lengths. This methodology was developed to aid in reaching the Greenhouse Gas (GHG) emission goals passed in the California Global Warming Solutions Act of 2006 (Assembly Bill 32 or AB 32).

In addition to the VMT metric, the City of Imperial will continue to utilize LOS analysis methodology in the Local Mobility Analysis for all projects to ensure the safety and efficient of City roadways.

CEQA – refers to the California Environmental Quality Act. This act requires identification of any significant environmental impacts of state or local action, including discretionary approval of new development or infrastructure projects. The process of identifying these impacts is typically referred to as the environmental review process.

VMT – refers to "Vehicle Miles Traveled", a metric that accounts for the number of vehicle trips generated and the length or distance of those trips.

LOS – refers to "Level of Service", a metric that assigns a letter grade to network performance. The typical application of LOS in cities is to measure the average amount of delay (in seconds) experienced by vehicle drivers at an intersection during the most congested time of day and to assign an LOS from A to F.

1.2 – Existing City Conditions

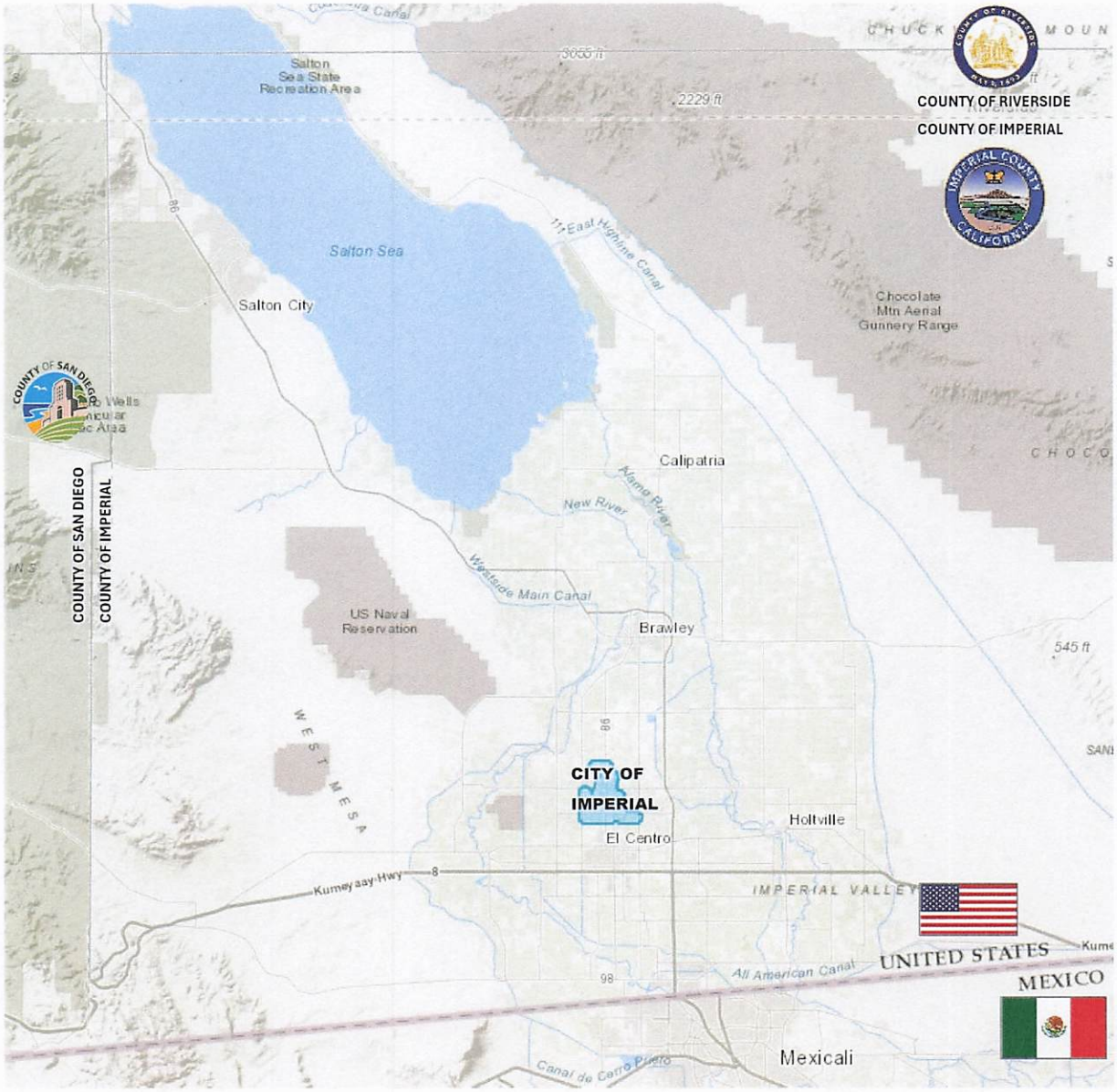
As the VMT of a project is heavily influenced by the location, size, and land use mix, the Zoning Map for the City of Imperial is shown in ***Figure 2***. Factors such as shopping, school, recreational, housing, and employment availability affect

whether the City population and nearby regions will be using the project as an alternative to a farther facility (decreasing VMT), serving populaces that generate higher/lower VMT, etc.

California State Route 86 (SR 86) is the only principal arterial/major highway that passes through the City of Imperial. SR 86 is a north-south state highway connecting the Imperial and Coachella valleys, beginning at State Route 111 south of the Cities of Imperial and El Centro.

The City's Circulation Element of the General Plan (June 2017) prefers to utilize classification of street typologies rather than roadway classifications, as it better addresses pedestrian, transit, and bicycle traffic in addition to vehicle traffic. However, in the preparation of a VMT Analysis, which primarily considers vehicle traffic, roadway classifications will be used rather than typologies. Nevertheless, to provide a comprehensive understanding of a development site's surroundings and conditions, the City of Imperial's existing and proposed bikeways are shown in ***Figure 3***. Roadway classifications in the City are provided in ***Figure 4.***

Typical street cross-sections have been incorporated from Imperial County's *Engineering Design Guidelines Manual for the Preparation and Checking of Street Improvement, Drainage and Grading Plans Within Imperial County* (Sept 2008) for these VMT guidelines. These cross-sections are shown in ***Figures 5.1-5.3***.



LEGEND

City Limits

N

Figure 1: City of Imperial Regional Map

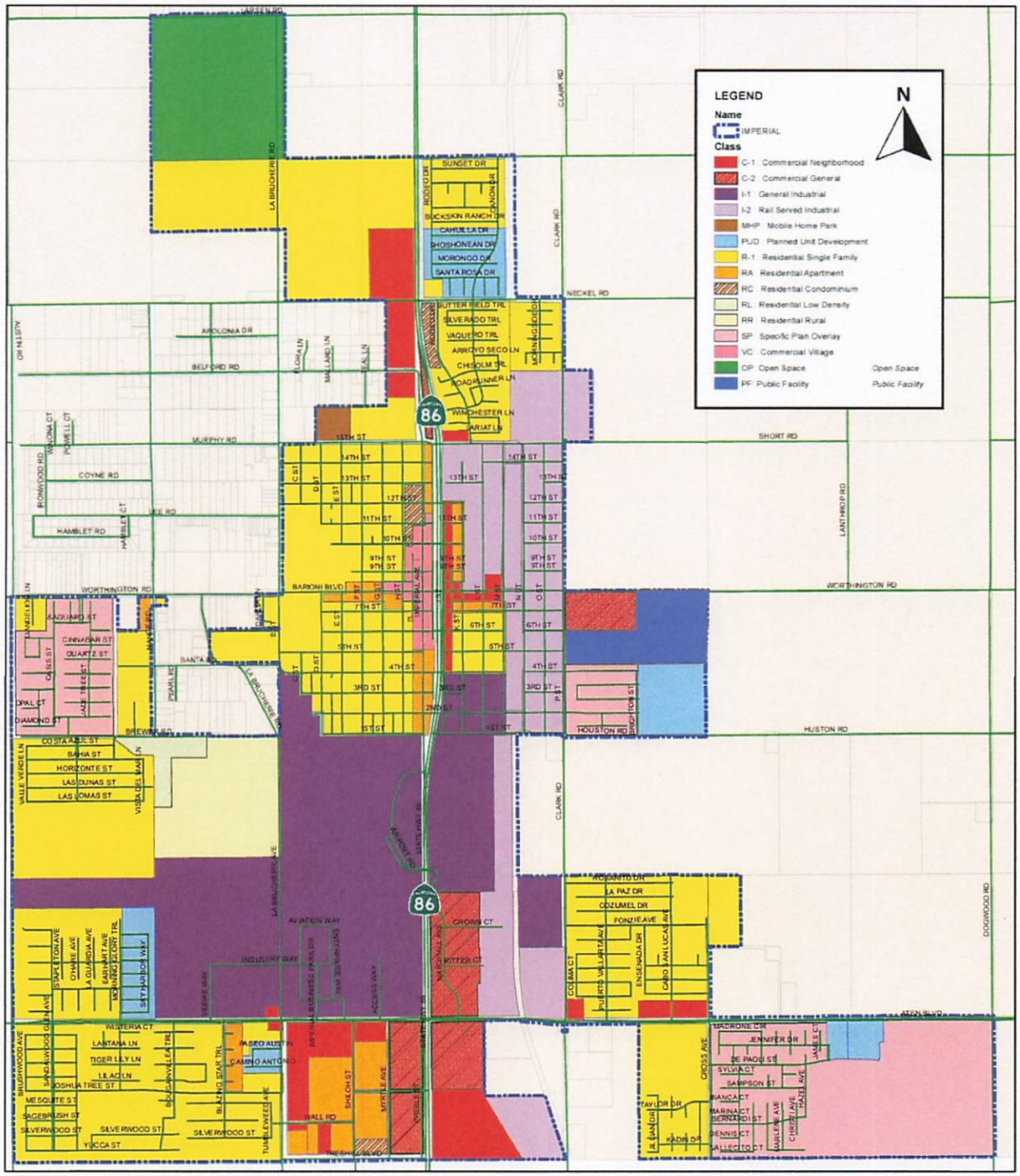
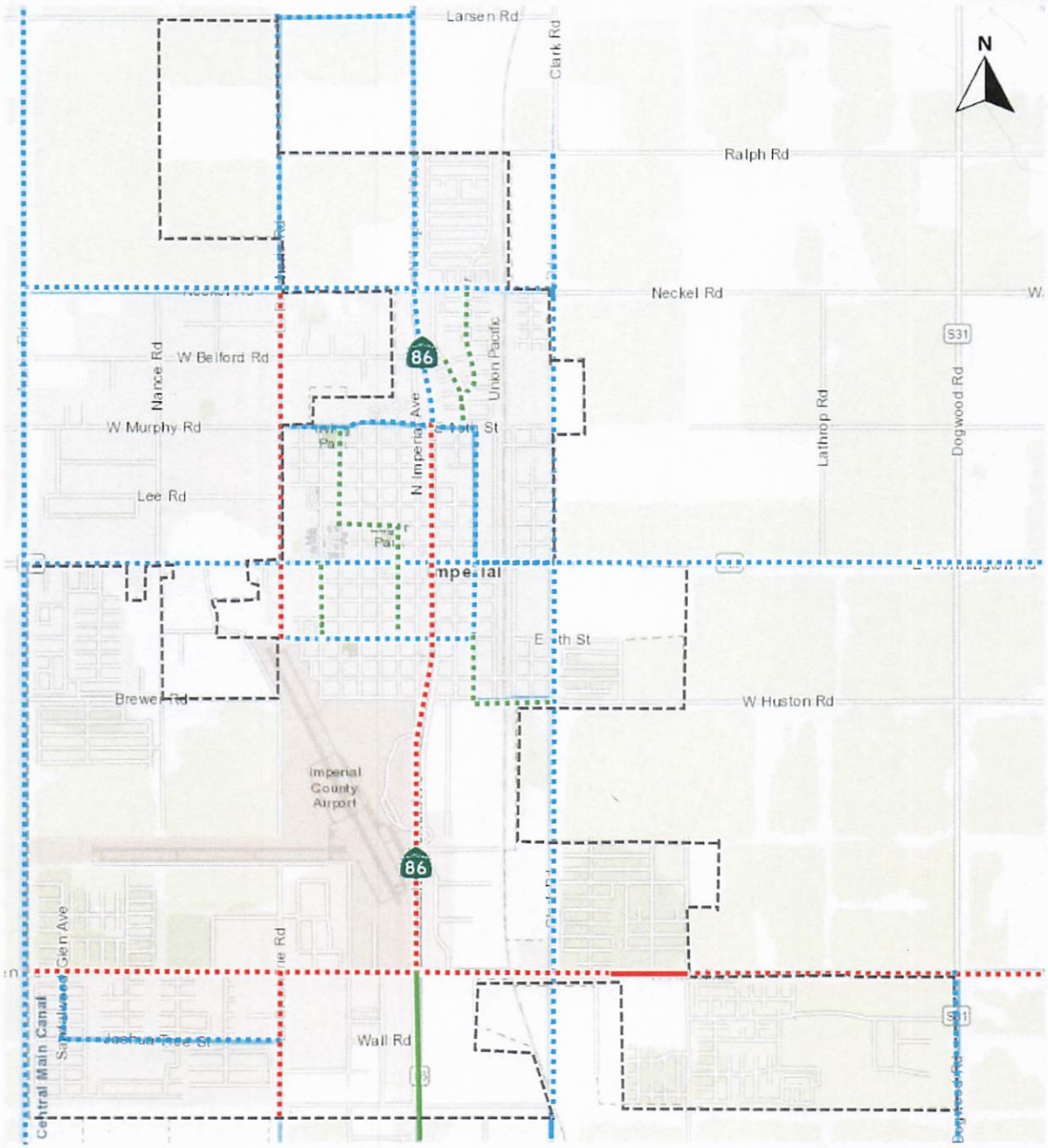


Figure 2: City of Imperial Zoning Map



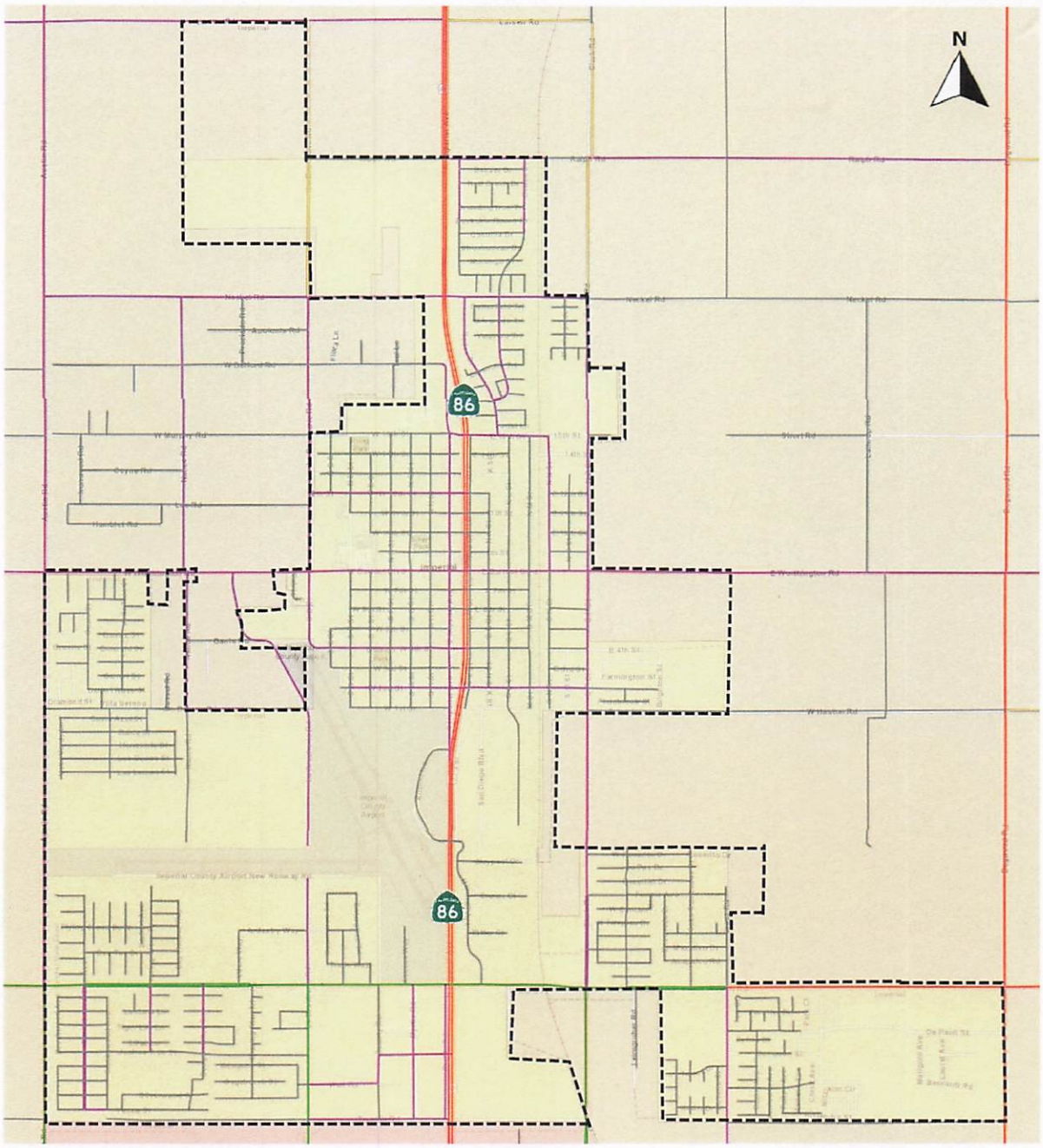
LEGEND

------- City Limits

Existing	Class I	Proposed	Class I
	Class II		Class II
	Class III		Class III

Figure 3: City of Imperial Existing and Proposed Bikeways

Source: Imperial County Transportation Commission's (ICTC) *Regional Active Transportation Plan*, Feb, 2022.



LEGEND

- Principal Arterial
- Minor Arterial
- City Limits
- Major Collector
- Minor Collector
- Local

Figure 4: City of Imperial Function Classification (FC) Roadway Map

Source: Caltrans' *California Road System (CRS)* Map, 2023.

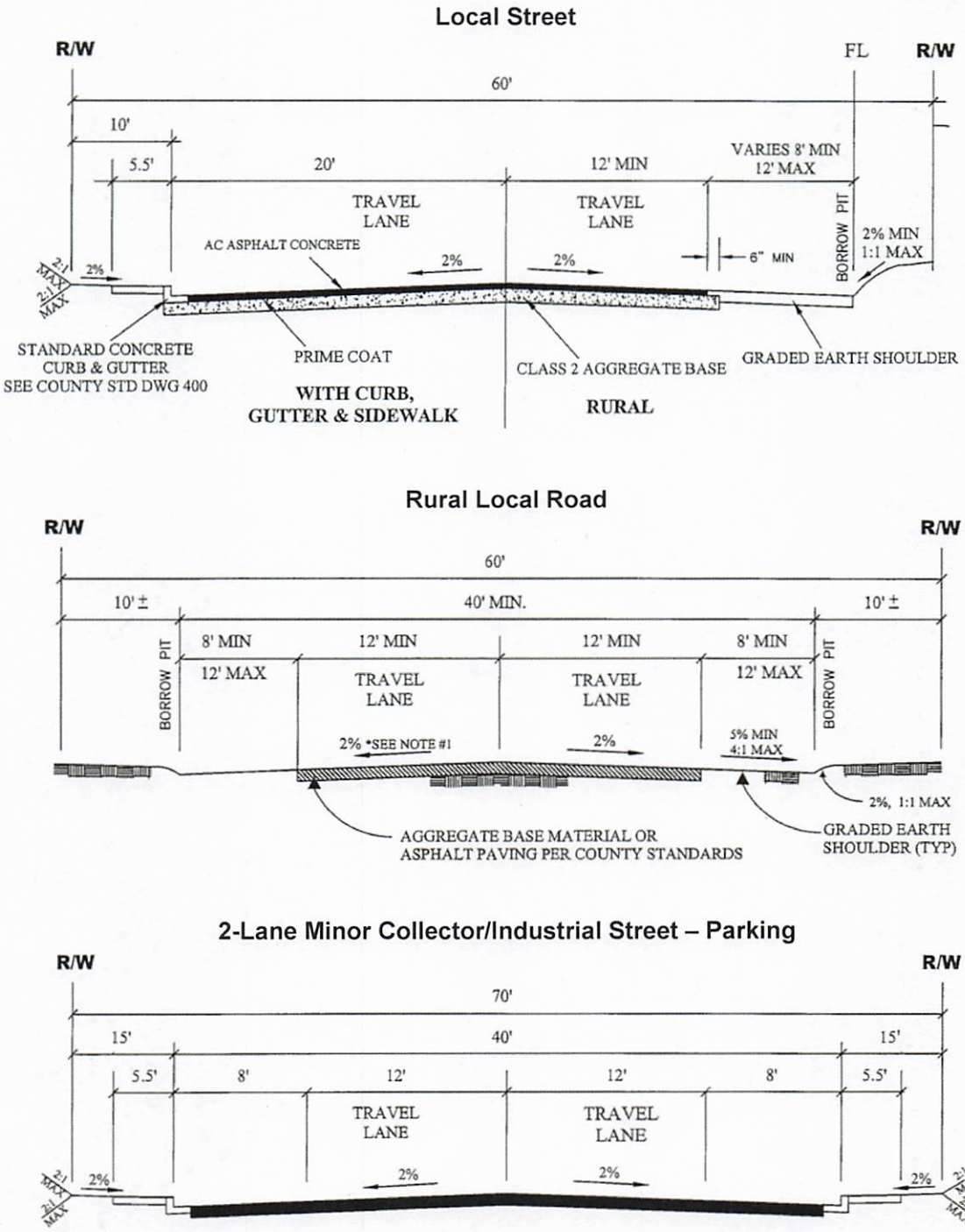


Figure 5.1: Typical Street Cross Sections in Imperial County

Source: County of Imperial's *Engineering Design Guidelines Manual for the Preparation and Checking of Street Improvement, Drainage and Grading Plans Within Imperial County*, Sept. 2008.

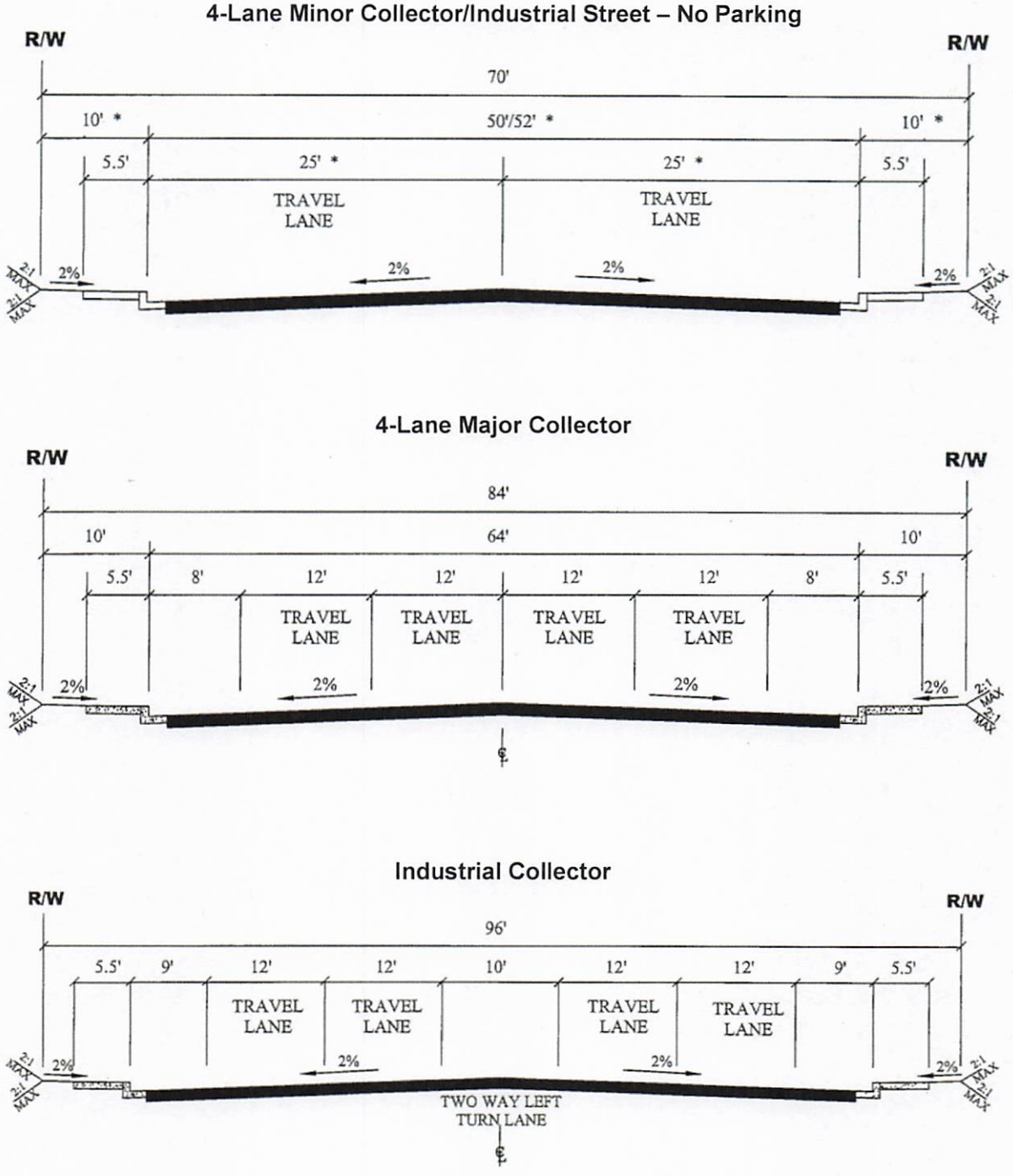


Figure 5.2: Typical Street Cross Sections in Imperial County

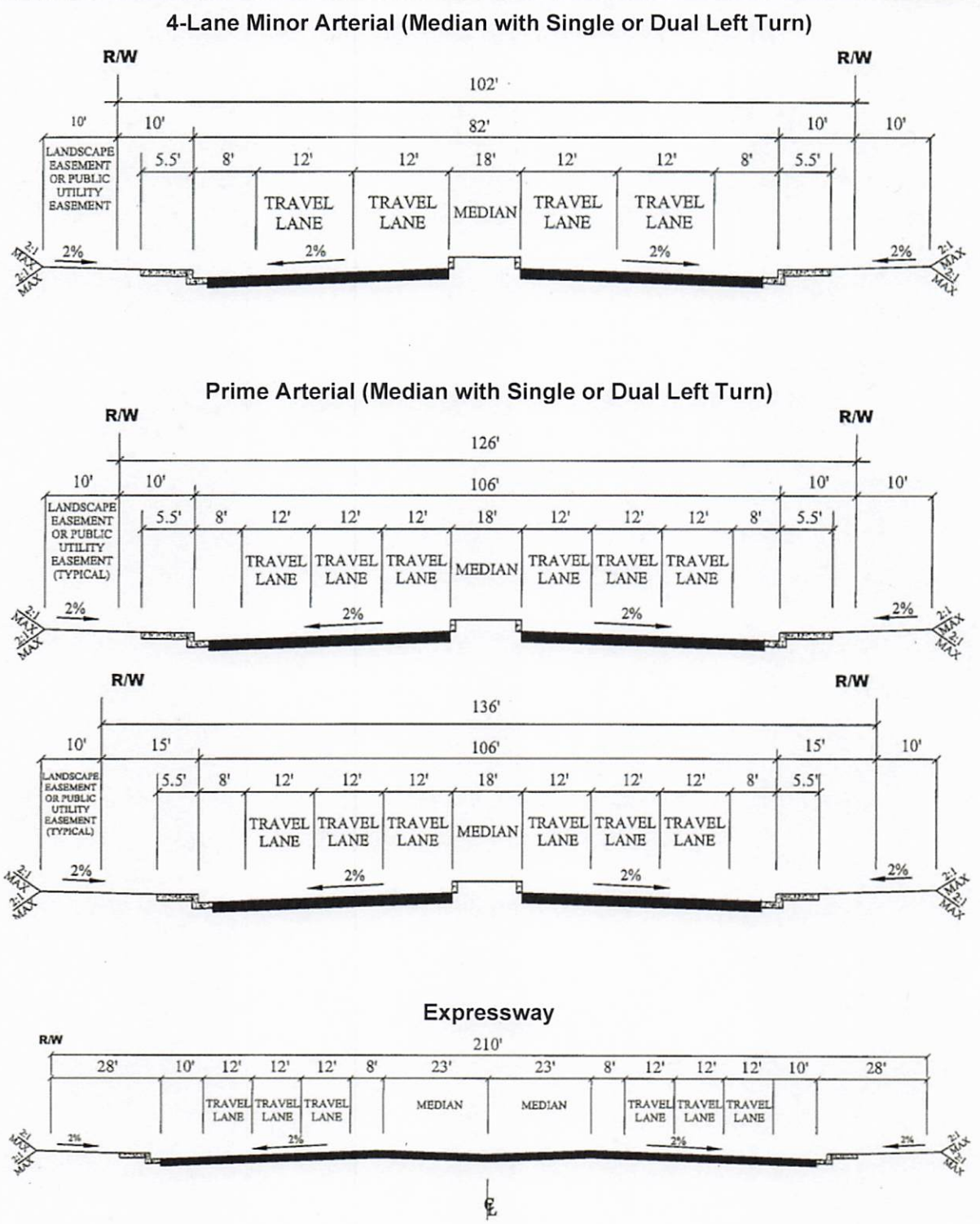
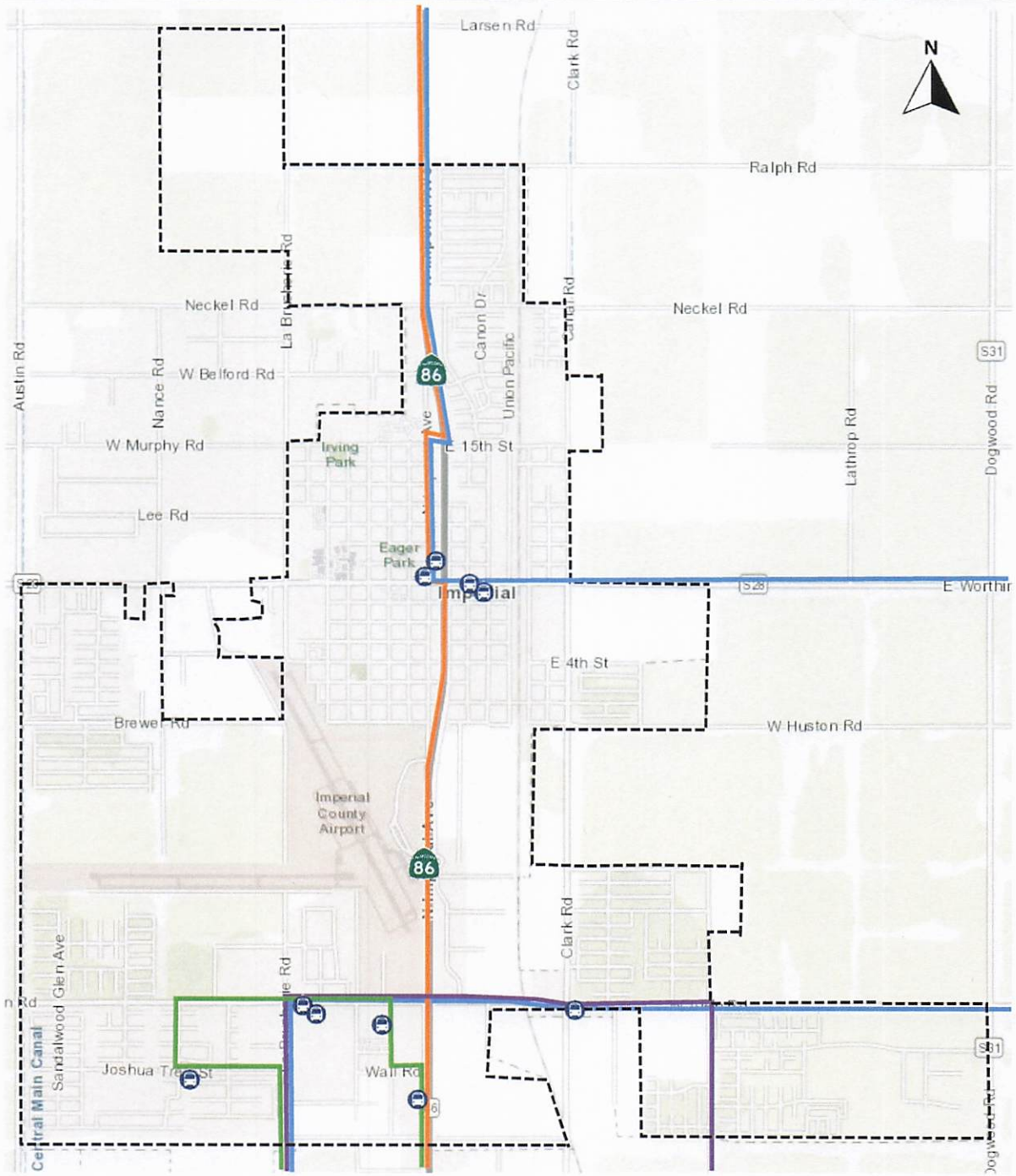


Figure 5.3: Typical Street Cross Sections in Imperial County

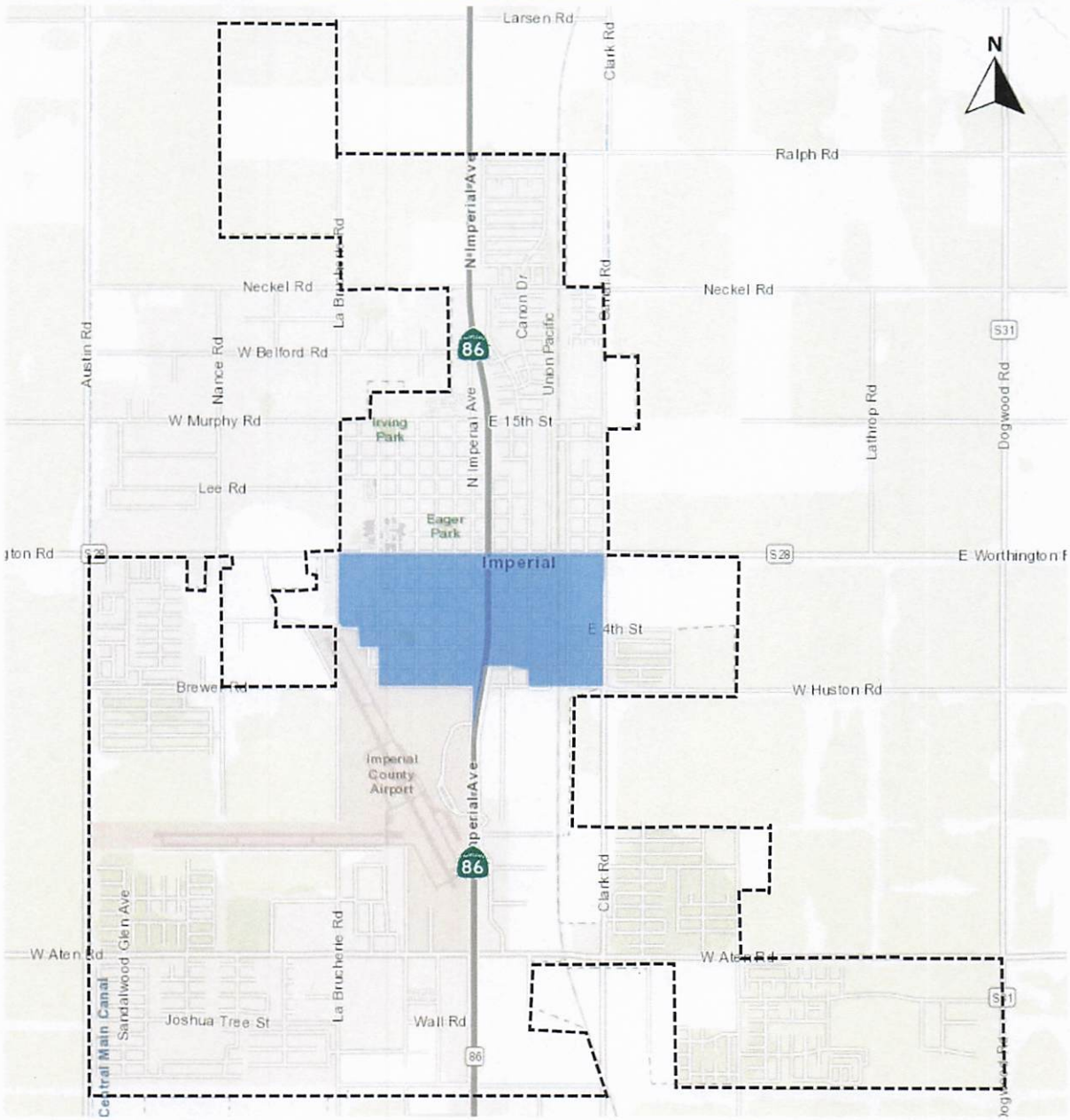


LEGEND

Transit Stop	Route 2	Route 41
City Limits	Route 3	Green Line

Figure 6: City of Imperial Transit Routes

Source: Imperial Valley Transit



LEGEND

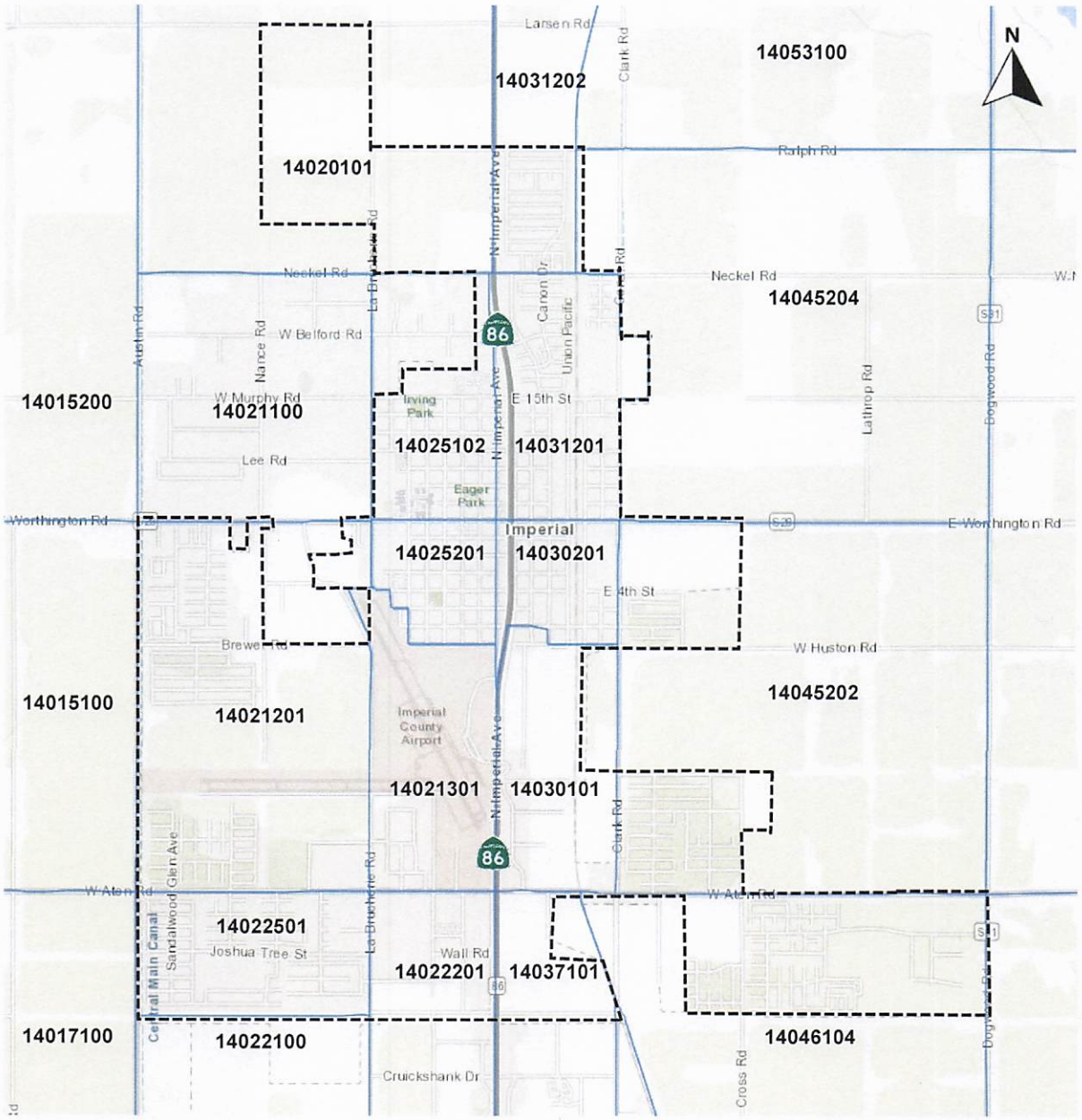
Neighborhood Mobility Area

City Limits

Neighborhood Mobility Area (NMA) – defined by the Southern California Association of Governments (SCAG) as an area in a City targeted to encourage more transportation alternatives. These areas are characterized by homes surrounded by local retail establishments, with short blocks and multiple intersections.

Figure 7: City of Imperial Neighborhood Mobility Areas (NMAs)

Source: Southern California Association of Governments' (SCAG) *Neighborhood Mobility Areas (NMA) – SCAG Region* Map, Updated Feb. 8, 2022.



LEGEND

000000 TAZ Number

TAZ Boundary

City Limits

Traffic Analysis Zone (TAZ) – unit of geography commonly used in conventional transportation planning models, usually assigned information such as socioeconomic data. Though the size and spatial extent of a TAZ varies, a zone of under 3,000 people is common.

Figure 8: Traffic Analysis Zones (TAZs) in the City of Imperial

Source: SCAG's *Transportation Analysis Zones (TAZs) – Tier 2* Map, Updated Feb. 14, 2022.

2.0 – Vehicle Miles Traveled (VMT) Analysis Methodology

As per the Technical Considerations of the December 2018 *Technical Advisory on Evaluating Transportation Impacts in CEQA* by the California Governor's Office of Planning and Research (OPR), Vehicle Miles Traveled (VMT) defines the automobile travel as the distance attributable to cars and light trucks and does not assess the impact of larger heavy-duty trucks and vehicles.

Per the City's request, impact from large trucks will also be considered in VMT analysis of projects in the City of Imperial. This will be achieved through conversion of large truck trips to Passenger Car Equivalents (PCEs). For the purpose of this analysis, "large" trucks are defined as all vehicles exceeding 10,000 lbs.

Passenger Car Equivalent (PCE) – metric used to assess traffic flow impact. It represents the impact of a large vehicle (such as semi-trucks, city transit buses, or school buses) by expressing it as the number of equivalent passenger vehicles.

2.1 – Screening Analysis

OPR's technical advisory provides guidance on several opportunities for screening projects that would generate a low VMT. A project can be screened from VMT analysis if it satisfies one (1) or more of the four (4) screening criteria below:

1. Project Size
2. Retail Nature
3. Low VMT Area
4. Transit Priority Area

Specific requirements for satisfying each screening criteria are elaborated on in the following sections. Additionally, certain transportation projects do not require VMT analysis. A complete list of these projects is provided in ***Appendix A***.

2.1.1 – Project Size

If a Project is found to generate fewer than 110 daily vehicular trips, it can be assumed that there is an insignificant VMT impact and the project is exempt from further analysis. The 110 project trips is based off a study finding a linear relationship between gross floor area and trip generation for office buildings, where for the first 10,000 square feet of office space, there is approximately 110 trips generated.

The following facilities are exempt from this consideration:

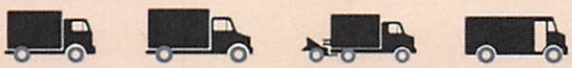
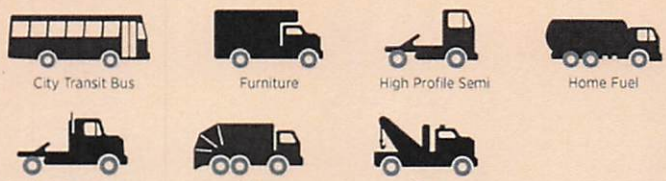
- Existing facilities
- Additions to existing facilities where the addition is less than 10,000 square feet in a location where public infrastructure is available and not environmentally sensitive

Daily vehicle trips can be calculated using trip generation rates specified in the ITE *Trip Generation Manual, 11th Edition* (Sept 2021) or the latest edition.

For projects such as warehouses or distribution centers that are expected to attract a majority of traffic from large trucks, a PCE factor of 2.0 can be multiplied to the expected number of these

truck trips in the calculation of the Project's total daily trips. The following table shows the PCE conversion rates for various vehicles to be used in the calculation of daily vehicle trips.

Table 2: Passenger Car Equivalent (PCE) Factors for VMT Analysis

Vehicle Classification	PCE Factor
Class 1 (6,000 lbs or less) Full Size Pickup, Mini Pickup, Minivan, SUV, Utility Van	1.0
Class 2 (6,001 to 10,000 lbs) Crew Size Pickup, Full Size Pickup, Mini Bus, Minivan, Step Van, Utility Van	1.0
Class 3 (10,001 to 14,000 lbs) City Delivery, Mini Bus, Walk In	2.0
Class 4 (14,001 to 16,000 lbs)  City Delivery, Conventional Van, Landscape Utility, Large Walk In	2.0
Class 5 (16,001 to 19,500 lbs) Bucket, City Delivery, Large Walk In	2.0
Class 6 (19,501 to 26,000 lbs) Beverage, Rack, School Bus, Single Axle Van, Stake Body	2.0
Class 7 (26,001 to 33,000 lbs)  City Transit Bus, Furniture, High Profile Semi, Home Fuel, Medium Semi Tractor, Refuse, Tow	2.0
Class 8 (33,001 lbs and over) Cement Mixer, Dump, Fire Truck, Fuel, Heavy Semi Tractor, Refrigerated Van, Semi Sleeper, Tour Bus	2.0

2.1.2 – Retail Nature

Certain locally serving retail projects, public facilities, community purpose facilities, and transportation projects are excluded from VMT analysis, as they are presumed to have a less than significant impact unless there is substantial evidence suggesting otherwise. The following list of projects and facilities are excluded from VMT analysis:

Table 3: Projects Excluded from VMT Analysis

Retail Projects

• Locally serving retail projects <50,000 square feet serving the local community
  ○ Example, gas stations
  ○ Restaurants
  ○ Commercial shops
  ○ Grocery stores

Public Facilities/Community Purpose Facilities	
• K-12 public schools	• Post offices
• Libraries	• Daycare centers
• Senior housing	• Assisted living facilities
• Affordable housing projects	• Student housing on/adjacent to college campuses
• Police and fire facilities	• Parks and trailheads
• Government offices	• Passive public uses
▪ Example, City Clerk office	▪ Example, Water sanitation
▪ Parks & Recreation office	▪ Waste management
Other public uses as determined by the City	

Transportation Projects	
• Transit projects	• Bike projects
• Pedestrian projects	• Safety improvement projects
• Safe Routes to School	

This screening criteria applies to the entirety of a retail project and would not be applied to multiple tenants at a retail site separately. For mixed-use projects, this criterion should be applied to the retail/commercial/community facility separately to determine if that portion of the project screens out of a detailed VMT analysis.

2.1.3 – Low VMT Area

Residential projects can be exempt from further VMT analysis if the project's VMT per capita is 15% or more below the average regional residential home-based VMT per capita (see ***Figure 9***). Employment projects can be exempt if the project's VMT per capita is 15% or more below the average regional employee home-based VMT per employee (see **Figure 10**).

Figure 8 identifies low-VMT areas in the City of Imperial.

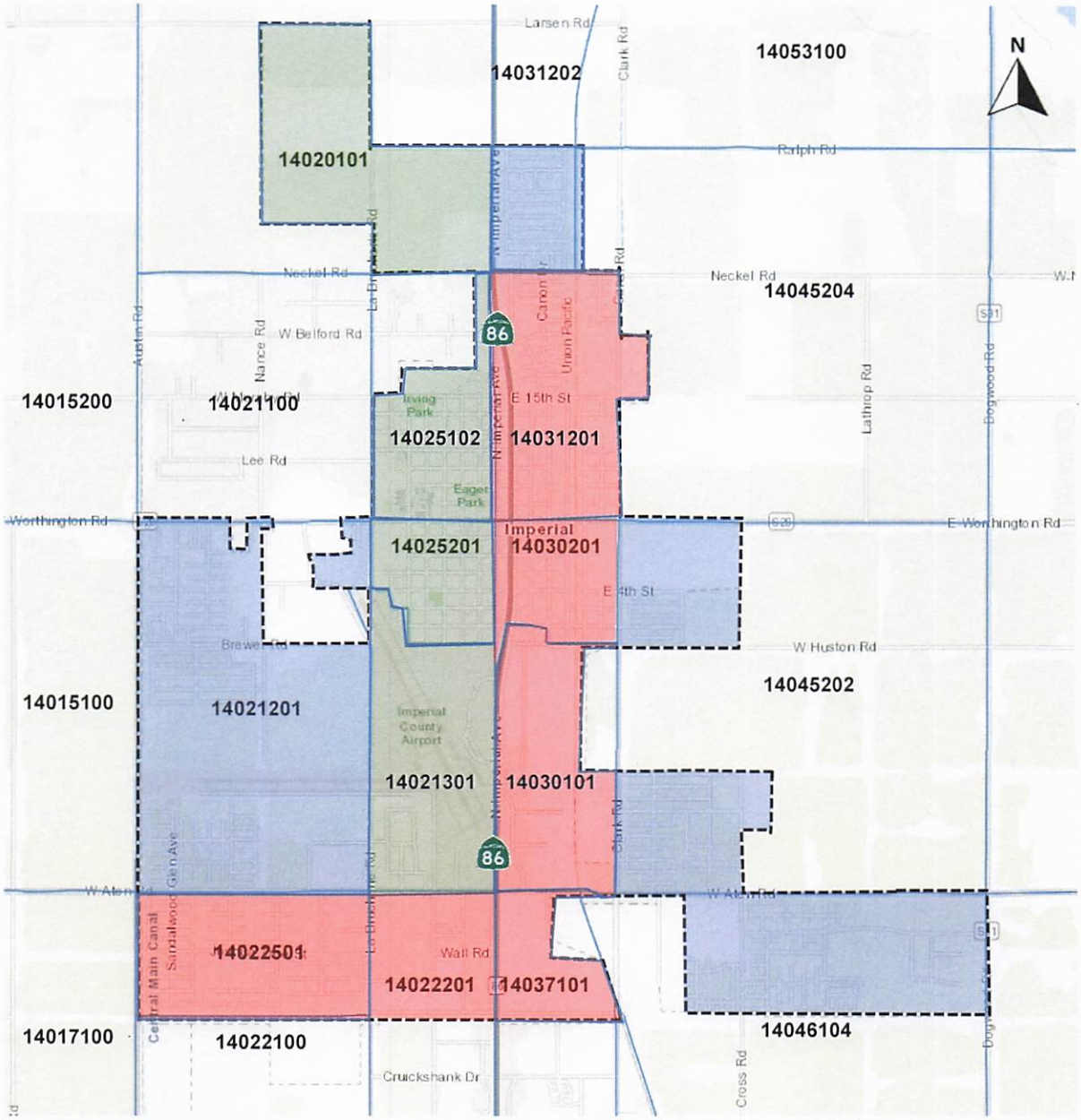


Figure 8: Low VMT Traffic Analysis Zones (TAZs) in the City of Imperial (2024) (VMT/Service Population)

LEGEND

- *15% or More Below City Average*
- *0-15% Below City Average*
- *0-15% Above City Average*
- *15% or More Above City Average*

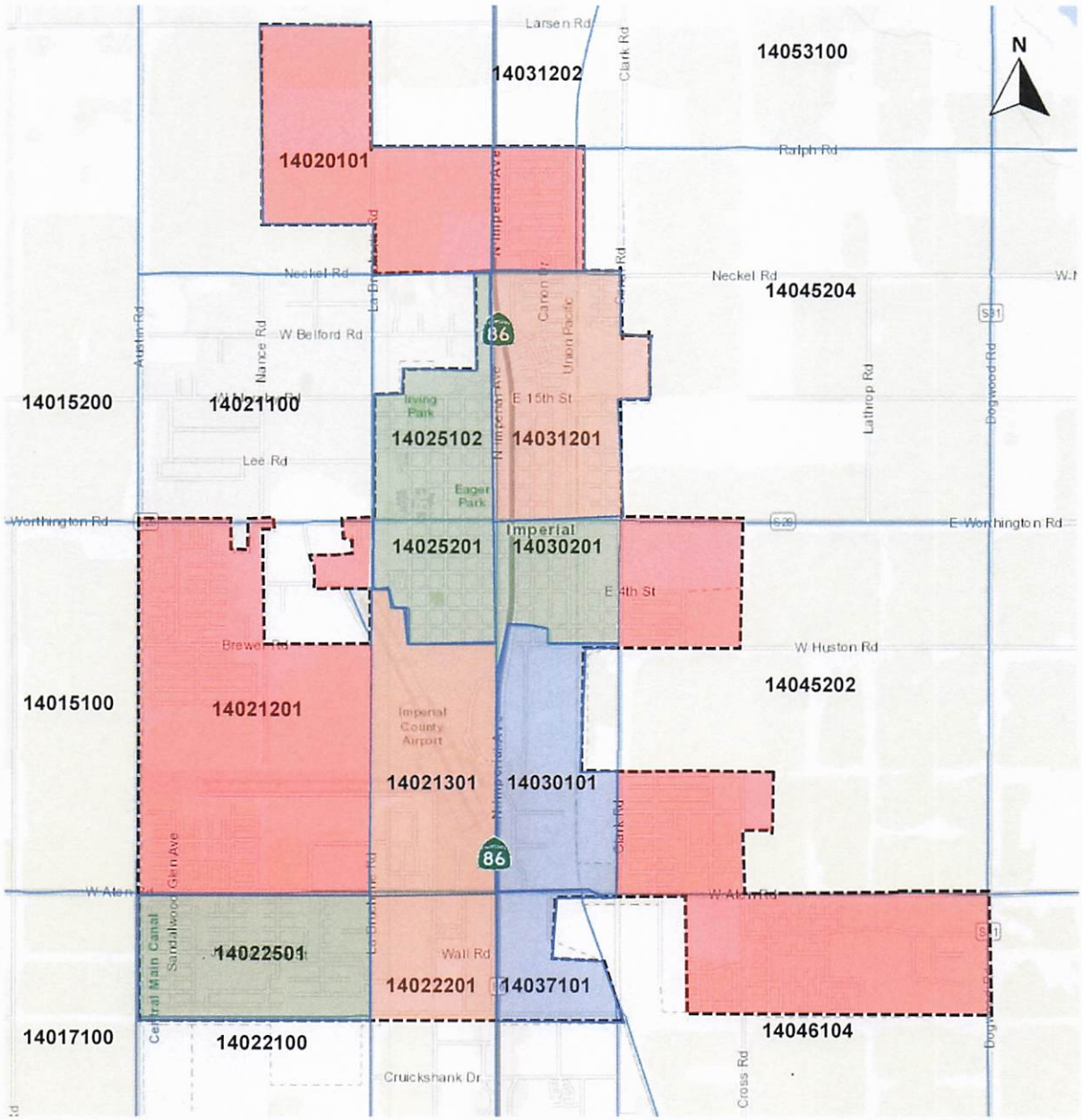


Figure 9: Low VMT Traffic Analysis Zones (TAZs) in the City of Imperial (2024) (Residential Home-Based VMT/Capita)

LEGEND

- *15% or More Below City Average*
- *0-15% Below City Average*
- *0-15% Above City Average*
- *15% or More Above City Average*

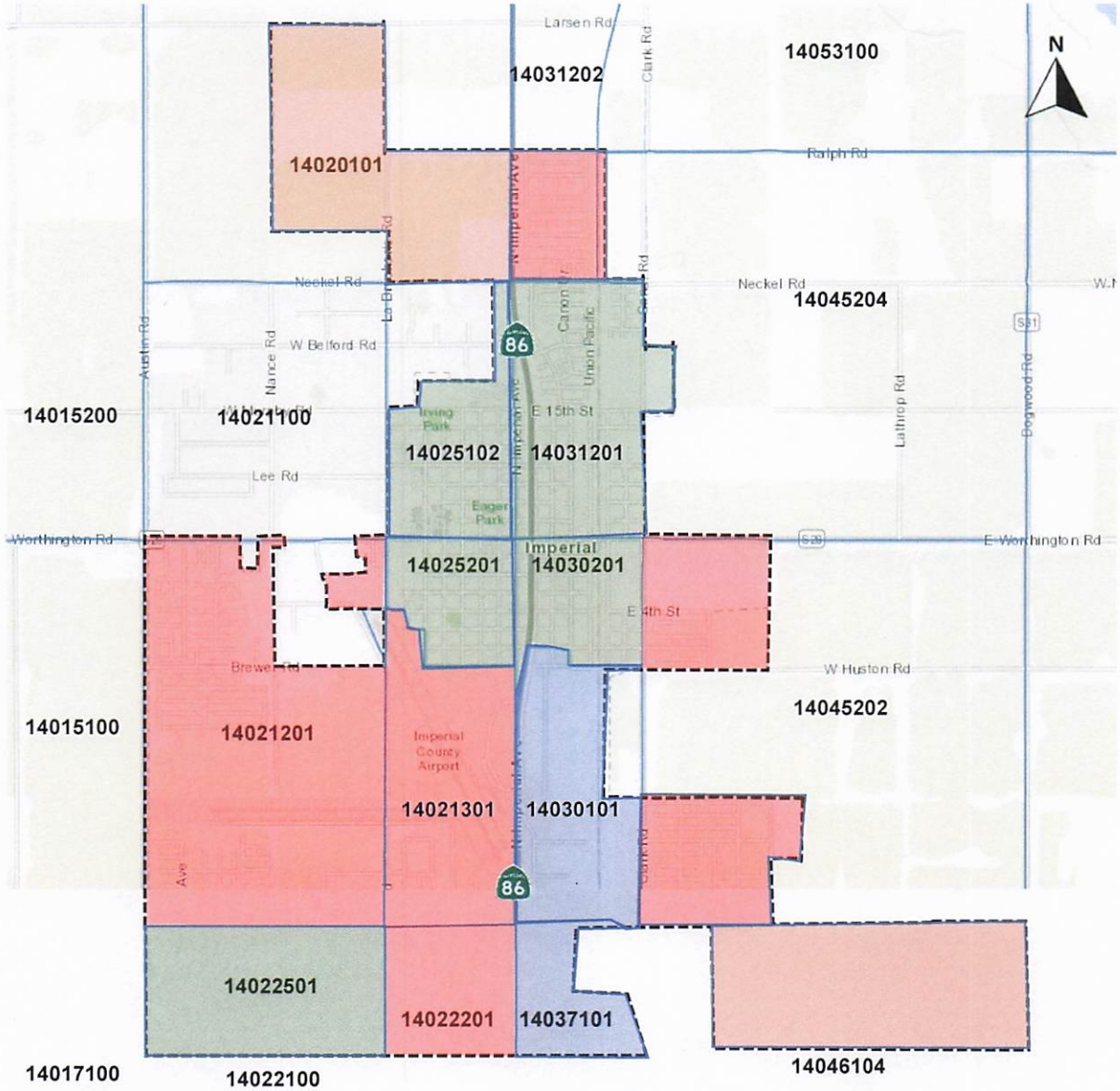


Figure 10: Low VMT Traffic Analysis Zones (TAZs) in the City of Imperial (2024) (Employee Home-Based VMT/Employee)

LEGEND

- *15% or More Below City Average*
- *0-15% Below City Average*
- *0-15% Above City Average*
- *15% or More Above City Average*

2.1.4 – Transit Priority Area

A Project can be exempt from further VMT analysis if the Project has a close proximity (within ½ mile) to a High-Quality Transit Corridor. Per California Public Resources Code – PRC Division 13 – Environmental Quality Chapter 2.5 - Section 21064.3, this is defined as "a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during morning and afternoon peak commute periods.

As shown in ***Figure 11***, the City of Imperial does not contain any High Quality Transit corridors; thus, no developments will be screened through this criterion.

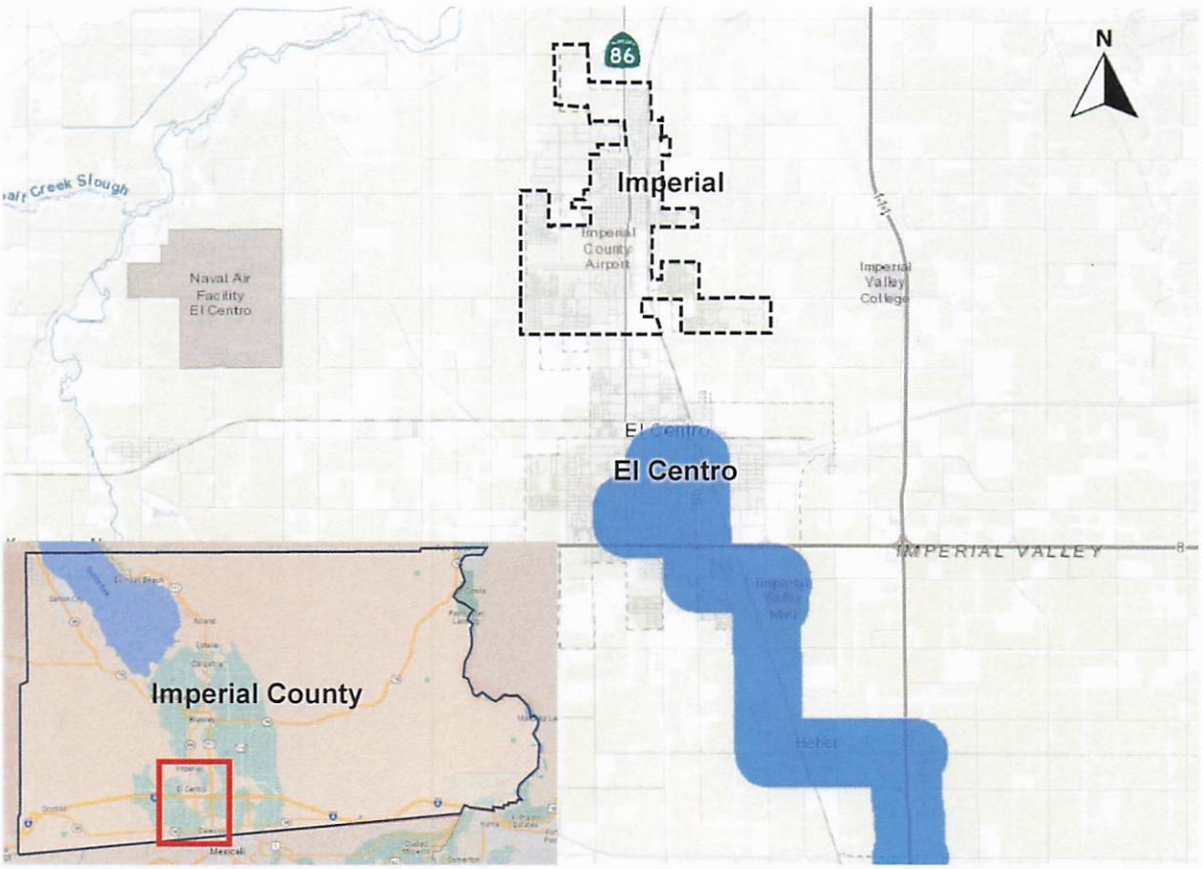


Figure 11: High Quality Transit Areas (HQTA) in Imperial County

2.2 – VMT Analysis Requirements

To provide a comprehensive analysis of the VMT for the City of Imperial, existing VMT values generated from the Imperial County Transportation Model (ICTM) are provided for the City of Imperial and Imperial County for the 2014 Base Year and 2040 Horizon Year in **Table 4**. The table provides values to use for the Production-Attraction methodology recommended for the City of Imperial.

Table 4: City and County of Imperial Baseline and Horizon Year VMT Summary[7]

	City of Imperial		County of Imperial	
	2014 Base Year	2040 Horizon Year	2014 Base Year	2040 Horizon Year
VMT per Service Population	5.73	3.23	4.63	4.32
Residential Home-Based VMT per Capita	5.32	2.85	4.57	4.32
Employee Home-Based VMT per Employee	1.46	2.38	1.90	1.49

The VMT threshold used will depend on the proposed project's land use. For example, residential projects will refer to the *Residential Home-Based VMT per Capita* values. If the project's VMT is 15% or more below the baseline VMT value in the opening year, calculated through linear interpolation from the 2014 and 2040 values, the project can be assumed to have insignificant VMT impact. Alternatively, residential projects would refer to the *Employee Home-Based VMT per Employee* values. Warehouses, manufacturing centers, distribution centers, or other similar projects may refer to the *VMT per Service Population* values.

Alternatively, one may refer to the Low VMT Area maps (***Figures 8-10***) to determine if the project resides in a low VMT area that is 15% or more below the baseline VMT. If so, the project can be assumed to have less than significant impact and no further calculations are necessary.

[7] Source: Caltrans District 11's Imperial County Transportation Model (ICTM).

2.3 – Land Development Projects

The types of trips used for the VMT analysis is dependent upon the project development type. The following project development types and their respective guidelines will be used for the analysis. The project's analysis of resulting VMT rate will be evaluated and compared against the VMT rate threshold calculated below.

The VMT rate for residential and non-residential projects may be found using the equation below, where difference in VMT with and without the Project is divided by the parcel population or number of employees with and without the Project:

$$\textbf{(1) Project VMT Rate} = \frac{VMT_{Project} - VMT_{Existing}}{Pop\ or\ Emp_{Project} - Pop\ or\ Emp_{Existing}}$$

Project VMT can be calculated with Equation (2), as provided on the following page.

Existing VMT can be calculated through linear interpolation with the values provided in ***Table 4.***

An estimate of the Project Population/Employment can be found by multiplying the employment density by the project parcel size, while Existing Population/Employment will depend on the time of the VMT analysis' preparation and the most current data available at that time. As of SCAG's *Employment Density Study Summary Report*, October 31, 2001, the employment density is dependent on the land use category and is summarized in **Table 5: Imperial County Employment Density Summary.** Due to retail projects being highly dependent on external factors, there is not a service population density for retail projects at the time of this technical memorandum.

Table 5: Imperial County Employment Density Summary

	Land Use Type	Average Employees Per Acre*
Commercial	Regional Retail	N/A**
	Other Retail	15.07
	Low-Rise Office	17.90
	Hotel/Motel	32.20
	Misc. Commercial	0.38
Industrial	Light Manufacturing	4.80
	Heavy Manufacturing	N/A**
	Warehouse	16.17
	Government Office	3.63
Public/ Other	Residential	1.37
	Transportation	0.66
	Open Space	0.05

* 1 Acre = 43,650 Square Feet
** N/A: Not Available

Source: SCAG's Employment Density Study Summary Report, Oct. 31, 2001.

The project VMT rate will be compared against the project's respective thresholds to determine whether the additional VMT created by the project is significant. The project VMT can be calculated with the following equation:

(2) $VMT_{Project}$ = [Avg. Trip Length] x [Project Trip Generation]

Average Trip Length depends on the type of project. Average trip length values to be used in the project VMT calculation, derived from the 2012 SCAG Regional Travel Demand Model and 2010-2012 California Household Travel Survey, are provided below in ***Table 6***.

Table 6: Imperial County Average Trip Length

Project Type	Average Trip Length (Miles)
Residential	8.56
Employment/Office	25.8
Retail	17.7
Distribution Centers/ Warehouses/Logistic Centers	17.7
Mixed-Use	3.96

Project Trip Generation depends on the size and land use of the project, and can be calculated using trip generation rates specified in the ITE *Trip Generation Manual, 11th Edition* (Sept 2021) or the latest edition.

2.4 – Transportation Projects

As mentioned in the OPR, transportation projects that will not significantly impact the amount of vehicle travel can be excluded from VMT analyses. A complete list of transportation projects that are exempt from VMT analysis is provided in ***Appendix A***. However, transportation projects that increase roadway capacity and induce travel are subject to VMT analysis.

OPR provides the following equation to determine a transportation project's VMT:

[% increase in lane miles] x [existing VMT] x [elasticity] = [VMT resulting from the project]

Where the *elasticity* is an estimate of the percent change in VMT for every percent change in miles to the roadway system. Based off studies performed by the Governor's Office of Planning and Research, an *elasticity* of 1% can be assumed. The National Center for Sustainable Transportation offers an analysis tool, utilizing the aforementioned equation for Caltrans maintained facilities: https://travelcalculator.ncst.ucdavis.edu or https://blinktag.com/induced-travel-calculator.

If a project is expected to create a net increase in City VMT, it is found to have a significant impact, and mitigations may be required.

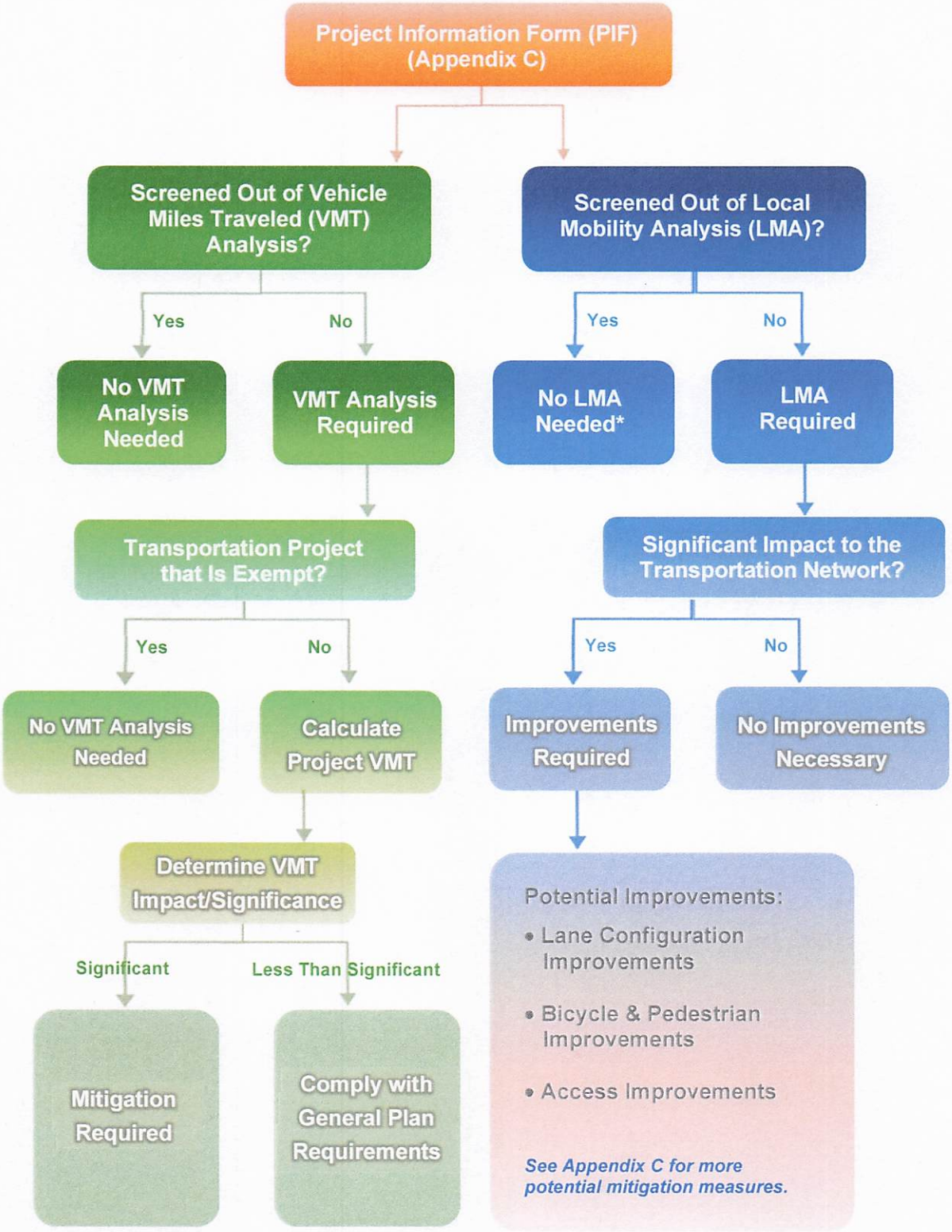
2.5 – VMT Analysis Format

A VMT Analysis report must contain the following components at a minimum:

- **Introduction:** Briefly summarizes the report's purpose and methodology used.
- **Executive Summary**: Provides a 1- or 2-page summary of the Project description, trip generation, screening criteria analysis, any proposed mitigations, and the expected % VMT reduction due to these mitigations (if applicable).
- **Project Description:** Provides information on the proposed Project site's existing conditions, such as location, land use, and local transportation network. This can include information on the regional highway system, local roadway system, transit routes, and pedestrian/bicycle networks.
- **VMT Analysis:**
    - **Project Trip Generation:** Calculates the Project's expected Daily Vehicle Trips, utilizing information such as the land use, quantity, unit, and appropriate land use code from the latest ITE *Trip Generation Manual.* Calculated values for AM Peak Hour Trips (In, Out, and Total) and PM Peak Hour Trips (In, Out, and Total) should also be provided in addition to Daily Vehicle Trips.
    - **Screening Analysis**: Describes the Project's fulfillment (or unfulfillment) of each of the four screening criteria, with the appropriate calculations, maps, or visual exhibits provided for justification.
- **Mitigation Measures** (if needed): Provides a list of applicable mitigation measures that can lower the Project's VMT to the necessary threshold, if none of the screening criteria are satisfied. This section should calculate the proposed mitigations' expected % VMT reduction. The threshold to be reached is 15% or more below the regional average VMT for the Project's respective target population (VMT per capita, VMT per employee, etc.)
- **Conclusion:** Summarizes the Project's VMT impact, cumulative VMT impact, and reiterates the screening analysis results and any proposed mitigations.

Depending on the conditions and environment of each Project, additional sections may be included to provide additional information or justification.

Figure 12: VMT Analysis and LMA Flowchart



*Other studies such as driveway sight distance, queuing, safety analysis, etc. may be required as per the City's discretion.

3.0 – Local Mobility Analysis (LMA) Methodology

Although VMT is now the metric used for determining the significance of vehicle travel-related impacts under CEQA, the transportation network must be overall consistent with adopted standards and policies while considering impact from pedestrians, bicycles, and transit.

Thus, the Local Mobility Analysis (LMA) is required with the submittal of a VMT Analysis to provide an understanding of the existing and future transportation network surrounding a newly implemented development, and identify any facilities that may need improvement to maintain acceptable operating conditions.

3.2 – LMA Requirements

Projects that generate less than 800 daily vehicle trips are not required to prepare an LMA. However, the City may request additional analysis, such as an access, parking, or circulation assessment for the site, due to the Project's location, complexity, or other characteristics.

Projects that generate over 800 daily vehicle trips are required to analyze:

- Project driveways and intersections where the project is expected to generate 50 peak hour Passenger Car-Equivalent (PCE) trips
- Roadway segments fronting the Project and between the analyzed intersections
- Bicycle, Pedestrian, and Transit facilities at the Project frontage

Traffic analysis scenarios may include:

- Existing Year Conditions
- Opening Year Conditions
- Opening Year with Project Conditions
- Horizon Year Conditions
- Horizon Year with Project Conditions

Peak hour intersection analyses shall include AM and PM peak hour. The AM peak hour is defined as the one hour of highest traffic volumes between 6:00-9:00AM, while the PM peak hour is defined as the one hour of highest traffic volume between 4:00-7:00PM. Two-hour peak hour period Turning Movement Counts (TMCs) including vehicles, bicycles, and pedestrian volumes should be collected for all study intersections, and weekday 24-hour Average Daily Traffic (ADT) counts should be collected for all study roadway segments. Traffic counts should be conducted on a Tuesday, Wednesday, or Thursday when schools are in session and not during a week of a major holiday. Traffic counts should be included as an Appendix in the LMA report.

Intersection and queuing analyses must abide by the methodologies described in the latest *Highway Capacity Manual* (HCM), or other practices developed in coordination with the City.

3.3 – Level of Service (LOS) Analysis

As per the Circulation Element of the City of Imperial's *General Plan, (*June 2017), the acceptable LOS threshold for an intersection is C or higher. Definitions and thresholds for LOS levels are provided in the following table.

Table 7: Level of Service (LOS) Definitions

Level of Service	Roadway Performance Standard	Intersection Control Delay (Sec/Vehicle)	
		Signalized	Unsignalized
LOS A	Represents free flow. Individual drivers have a high degree of freedom to select their travel speeds and are unaffected by other vehicles.	≤10.0	≤10.0
LOS B	Represents stable flow, but individual drivers are somewhat affected by other vehicles in determining travel speeds.	>10.0 to ≤20.0	>10.0 to ≤15.0
LOS C	Represents stable flow, but the selection of the speeds of individual drivers is significantly affected by other drivers.	>20.0 to ≤35.0	>15.0 to ≤25.0
LOS D	Represents a condition of high density, stable traffic flow in which speed and freedom of movement are severely restricted by the presence of other vehicles.	>35.0 to ≤55.0	>25.0 to ≤35.0
LOS E	Represents operating conditions at or near capacity. Individual vehicles have little freedom to maneuver within the traffic stream and any minor disruptions can cause a breakdown in the flow of traffic.	>55.0 to ≤80.0	>35.0 to ≤50.0
LOS F	Represents breakdown conditions. At this level of service, speeds are low, delays are high, and there are more vehicles entering the roadway than can be accommodated.	>80.0	>50.0

In the event that a project is found to significantly impact the Level of Service (LOS) of an unsignalized intersection, a Traffic Signal Warrant Assessment (TSWA) may be performed to determine whether signalizing the intersection is a feasible mitigation measure. The TSWA must be compliant with the methodology provided by latest CA-MUTCD (7th Revision of the 2014 CA-MUTCD as of the time this memorandum was written).

3.3 – LMA Format

An LMA must contain the following components at a minimum:

- **Introduction:** Briefly summarizes the report's purpose and methodology used.
- **Executive Summary**: Provides a summary of the Project description, any study intersections/roadway segments, scenarios under which they were analyzed, traffic analysis findings, any proposed mitigations, and the expected improvement in LOS or delay with these mitigations (if applicable).
- **Study Area Selection and Analysis Methodology:** Provides information on the study area's existing conditions, such as location, land use, and local transportation network. This can include information on the regional highway system, local roadway system, transit routes, and pedestrian/bicycle networks. Additionally, this section will describe the study intersections/roadway segments and the scenarios under which they were analyzed.
- **Project Trip Generation:** Calculates the Project's anticipated trip generation, distribution, and assignment, utilizing information such as the collected TMC/ADT/vehicle classification data, land use, quantity, unit, and appropriate land use code from the latest ITE *Trip Generation Manual (*As of March 2024, *11th Edition,* September 2021). Visual exhibits such as maps may be provided to assist in the understanding of trip distribution and assignment.
- **Substantial Traffic Effects:** Documents the traffic analysis results as well as any potential substantial effects to the surrounding transportation network for the required analysis scenarios.
- **Necessary Improvements:** Identifies and describes the transportation improvements that would be necessary to accommodate the project. Sample improvements are provided in the table on the following page.
- **Conclusion:** Briefly summarizes the traffic analysis results and any proposed/necessary improvements.

Depending on the conditions and environment of each Project, additional sections may be included to provide additional information or justification.

Table 8: Potential Transportation Improvements

Transportation Improvement	
Roadway	• Signing/Striping • Addition of lanes
Signalized Intersection	• Signal retiming • Signal Upgrade/Intelligent Transportation System (ITS) • Add additional turn lane • Extend existing turn pocket
Unsignalized Intersection	• Implement signal • Add roundabout • Implement turn restrictions • Add additional turn lanes
Pedestrian	• High-visibility crosswalks • Pedestrian countdown signals • Leading Pedestrian Intervals (LPI) • Rectangular Rapid Flashing Beacons (RRFB) • Pedestrian hybrid beacons
Bicycle	• Addition of dedicated bicycle lanes • Additional/improved signage • End-of-trip facilities (Bicycle Parking)

Improvements shall be discussed with City staff to determine appropriate and fundable measures.

Appendix A:
Transportation Projects That Do Not Require VMT Analysis

Transportation Projects That Do Not Require VMT Analysis

The following complete list is provided in the OPR Technical Advisory (December 2018, pages 20-21) for transportation projects that "would not likely lead to a substantial or measurable increase in vehicle travel, and therefore generally should not require an induced travel analysis":

- Rehabilitation, maintenance, replacement, safety, and repair projects designed to improve the condition of existing transportation assets (e.g., highways; roadways; bridges; culverts; Transportation Management System field elements such as cameras, message signs, detection, or signals; tunnels; transit systems; and assets that serve bicycle and pedestrian facilities) and that do not add additional motor vehicle capacity
- Roadside safety devices or hardware installation such as median barriers and guardrails
- Roadway shoulder enhancements to provide "breakdown space," dedicated space for use only by transit vehicles, to provide bicycle access, or to otherwise improve safety, but which will not be used as automobile vehicle travel lanes
- Addition of an auxiliary lane of less than one mile in length designed to improve roadway safety
- Installation, removal, or reconfiguration of traffic lanes that are not for through traffic, such as left, right, and U-turn pockets, two-way left turn lanes, or emergency breakdown lanes that are not utilized as through lanes
- Addition of roadway capacity on local or collector streets provided the project also substantially improves conditions for pedestrians, cyclists, and, if applicable, transit
- Conversion of existing general purpose lanes (including ramps) to managed lanes or transit lanes, or changing lane management in a manner that would not substantially increase vehicle travel
- Addition of a new lane that is permanently restricted to use only by transit vehicles
- Reduction in number of through lanes
- Grade separation to separate vehicles from rail, transit, pedestrians or bicycles, or to replace a lane in order to separate preferential vehicles (e.g., HOV, HOT, or trucks) from general vehicles
- Installation, removal, or reconfiguration of traffic control devices, including Transit Signal Priority (TSP) features

- Installation of traffic metering systems, detection systems, cameras, changeable message signs and other electronics designed to optimize vehicle, bicycle, or pedestrian flow
- Timing of signals to optimize vehicle, bicycle, or pedestrian flow
- Installation of roundabouts or traffic circles • Installation or reconfiguration of traffic calming devices
- Adoption of or increase in tolls
- Addition of tolled lanes, where tolls are sufficient to mitigate VMT increase
- Initiation of new transit service
- Conversion of streets from one-way to two-way operation with no net increase in number of traffic lanes
- Removal or relocation of off-street or on-street parking spaces
- Adoption or modification of on-street parking or loading restrictions (including meters, time limits, accessible spaces, and preferential/reserved parking permit programs)
- Addition of traffic wayfinding signage
- Rehabilitation and maintenance projects that do not add motor vehicle capacity
- Addition of new or enhanced bike or pedestrian facilities on existing streets/highways or within existing public rights-of-way
- Addition of Class I bike paths, trails, multi-use paths, or other off-road facilities that serve nonmotorized travel
- Installation of publicly available alternative fuel/charging infrastructure
- Addition of passing lanes, truck climbing lanes, or truck brake-check lanes in rural areas that do not increase overall vehicle capacity along the corridor

Appendix B: VMT Mitigation Measures

Vehicle Miles Traveled (VMT)/ Greenhouse Gas (GHG) Mitigation Measures

#	Measure Title	Project Site Plan/ Community	Potential VMT Reduction
Land Use			
T-1	Increase Residential Density	P/S[10]	30%
T-2	Increase Job Density	P/S	30%
T-3	Provide Transit-Oriented Development	P/S	31%
T-4	Integrate Affordable & Below Market Rate Housing	P/S	28.6%
T-17	Improve Street Connectivity	P/C[11]	30%
Trip Reduction Programs			
T-5	Implement Commute Trip Reduction Program (Voluntary)	P/S	4%
T-6	Implement Commute Trip Reduction Program (Mandatory)	P/S	26%
T-7	Implement Commute Trip Reduction Marketing	P/S	4%
T-8	Provide Ridesharing Program	P/S	8%
T-9	Implement Subsidized or Discounted Transit Program	P/S	5.5%
T-10	Provide End-of-Trip Bicycle Facilities	P/S	4.4%
T-11	Provide Employer-Sponsored Vanpool	P/S	20.4%
T-12	Price Workplace Parking	P/S	20%
T-13	Implement Employee Parking Cash-Out	P/S	12%
T-23	Provide Community-Based Travel Planning	P/C	2.3%
Parking or Road Pricing/Management			
T-14	Provide Electric Vehicle Charging Infrastructure	P/S	11.9%
T-15	Limit Residential Parking Supply	P/S	13.7%
T-16	Unbundle Residential Parking Costs from Property Cost	P/S	15.7%
T-24	Implement Market Price Public Parking (On-Street)	P/C	30%
Neighborhood Design			
T-18	Provide Pedestrian Network Improvement	P/C	6.4%
T-19-A	Construct or Improve Bike Facility	P/C	0.8%
T-19-B	Construct or Improve Bike Boulevard	P/C	0.2%
T-20	Expand Bikeway Network	P/C	0.5%
T-21-A	Implement Conventional Carshare Program	P/C	0.15%
T-21-B	Implement Electric Carshare Program	P/C	0.18%
T-22-A	Implement Pedal (Non-Electric) Bikeshare Program	P/C	0.02%
T-22-B	Implement Electric Bikeshare Program	P/C	0.06%
T-22-C	Implement Scootershare Program	P/C	0.07%
Transit			
T-25	Extend Transit Network Coverage or Hours	P/C	4.6%
T-26	Increase Transit Service Frequency	P/C	11.3%
T-27	Implement Transit-Supportive Roadway Treatment	P/C	0.6%
T-28	Provide Bus Rapid Transit	P/C	13.8%
T-29	Reduce Transit Fares	P/C	1.2%
Clean Vehicles and Fuels			
T-30	Use Cleaner-Fuel Vehicles	P/S or P/C	100%

Source: California Air Pollution Control Officers Association (CAPCOA) *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity*, Dec. 2021.

[10] P/S = Project/Site
[11] P/C = Plan/Community

Appendix C: Project Information Form

Project Information Form (PIF)

The following is to be completed by the project applicant:

Project Information Form		
Project Description:		
Project Location:		
Land Use:	Size/Density:	
Zoning and Land Use Consistent with Adopted General Plan?	☐ Yes	☐ No

Owner/Applicant Information

Name:	
Address:	
Phone Number:	
Email:	

Consultant, Developer, or Project Representative

Name/Firm:	
Project Manager:	License(s):
Phone Number:	
Email:	

Required Attachments

Attach 11x17" copies of the project location/vicinity map, site plan, and project distribution/assignment map containing the following:

- *Driveway locations and access type*
- *Pedestrian access, bicycle access, on-site pedestrian circulation, and transit stop at project frontage (if applicable)*
- *Location of any planned sidewalks or bicycle facilities at project frontage (if applicable)*

Location/Vicinity Map	☐ Attached
Site Plan	☐ Attached
Project Trip Distribution/Assignment Map	☐ Attached
List/Map of Proposed Study Roadway Segments/Intersections *(If LMA is required)*	☐ Attached

Vehicle Miles Traveled (VMT) Screening

1.

Trip Type	Total	AM Peak Hour	PM Peak Hour
Daily Trips			
Pass-By Trips			
Internal Capture			
Previous Use Credits			
Net Daily Trips			

Project Generates ***Less than 110 Daily Vehicle Trips***? ☐ Yes ☐ No

2. Project is a Public/Community-Serving Facility, Retail, Bike, Pedestrian or Transportation Project Excluded from VMT Analysis? ☐ Yes ☐ No

3. Project ***Located in Low VMT Area (See Figures 8, 9 & 10)***? ☐ Yes ☐ No

4. **Project Screened from VMT Analysis?**
If "Yes" is checked for any of the criteria above, the project is screened out from further VMT Analysis. ☐ Yes ☐ No

Local Mobility Analysis (LMA) Screening

1. Project Generates ***Less than 800 Daily Vehicle Trips***? ☐ Yes ☐ No

2. **Project Screened from Local Mobility Analysis?**
If "Yes" is checked for criterion above, the project is screened out from further LMA Analysis. ☐ Yes ☐ No

*If the project is required to complete an LMA, provide an attachment with a list or map of the proposed study roadway segments and intersections in accordance with the requirements outlined in **Sections 3.0 - 3.3** of these guidelines.*

RESOLUTION PC2024-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IMPERIAL RECOMMENDING CITY COUNCIL APPROVAL OF THE 2023 IMPLEMENTATION OF VEHICLE MILES TRAVELED & CEQA THRESHOLDS STUDY

WHEREAS, Senate Bill 743, enacted in 2013 and codified in Public Resources Code section 21099, required changes to the CEQA Guidelines regarding the criteria for determining the significance of transportation impacts of projects; and

WHEREAS, in 2018, the Governor's Office of Planning and Research proposed, and the California Natural Resources Agency certified and adopted, new CEQA Guidelines section 15064.3 that identifies vehicle miles traveled (VMT), or the amount and distance of automobile travel attributable to a project, as the most appropriate metric to evaluate a project's transportation impacts; and

WHEREAS, the 2023 Implementation of Vehicle Miles Traveled (VMT) & CEQA Thresholds Study has been prepared to assess the transportation impacts of proposed projects within the City of Imperial; and

WHEREAS, the City of Imperial is committed to reducing greenhouse gas emissions and promoting sustainable transportation practices in accordance with state law and local policies; and

WHEREAS, the 2023 Implementation of Vehicle Miles Traveled (VMT) & CEQA Thresholds Study provides a detailed analysis of the anticipated travel patterns and transportation impacts associated with proposed developments; and

WHEREAS, a duly notified public hearing was published on May 30, 2024, in a local paper of general circulation, indicating the date and time of the public hearing in compliance with state law; and

WHEREAS, a public hearing was held by the Planning Commission on June 12, 2024, to hear testimony for and against the findings of the 2023 Implementation of Vehicle Miles Traveled (VMT) & CEQA Thresholds Study; and

WHEREAS, upon hearing and considering all testimony and arguments, analyzing the information submitted by staff, and considering any written comments received, the Planning Commission considered all facts relating to the 2023 Implementation of Vehicle Miles Traveled (VMT) & CEQA Thresholds Study; and

WHEREAS, the proposed Vehicle Miles Traveled (VMT) & CEQA Thresholds Study is found to be exempt from the California Environmental Quality Act (CEQA) under Section 15268 for Ministerial Projects.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Imperial as follows:

A) That the foregoing recitations are true and correct; and

B) The 2023 Implementation of Vehicle Miles Traveled (VMT) & CEQA Thresholds Study has been reviewed in accordance with the requirements set forth by the City of Imperial; and

C) The Vehicle Miles Traveled (VMT) & CEQA Thresholds Study are found to be exempt from CEQA under Section 15268 for Ministerial Projects; and

D) That based on the evidence presented at the public hearing, the Planning Commission hereby **RECOMMENDS APPROVAL TO THE CITY COUNCIL** of the 2023 Implementation of Vehicle Miles Traveled (VMT) & CEQA Thresholds Study and its findings on June 12, 2024.

E) The City Attorney is authorized to make minor typographical changes to this Resolution that does not change the substance of this Resolution;

PASSED, ADOPTED AND APPROVED by the Planning Commission of the City of Imperial, this 12th day of June, 2024.

Veronica Hass
Planning Commission Chairperson

ATTEST:

City Clerk

Agenda Item No. D-1

DATE SUBMITTED	07/08/24	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	Police Department	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	07/17/24	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 school year 2024/2025**

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 for the 190-day school year. That amount is $93,021.26. The city incurs an expense of $12,253.45 to pay for the SRO for the remainder of the year. The city also incurs an expense of $96,737.56 to backfill the patrol position that would otherwise be occupied by the SRO. The school district reimburses the fully burdened cost for the part-time School Resource Officer for the 190-day school year. That amount is $42,365.98. The city incurs and expense of $97,423.27 to pay for the SRO for the remainder of the year.

FISCAL IMPACT: No additional impact to the General Fund due to budgeted salaries.	FINANCE INITIALS VMS
STAFF RECOMMENDATION: Approve	DEPT. INITIALS MS 7/11
MANAGER'S RECOMMENDATION: Approve	CITY MANAGER's INITIALS

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( ) REJECTED ( )
DISAPPROVED ( ) DEFERRED ( )

REFERRED TO:

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 _____ 2024, 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 SRO assigned by the City, through 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 the IUSD, the 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 the 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,
b. provide teacher / Faculty training when requested,
c. conduct classroom presentations when requested,
d. participate in parent workshops / conferences, and/or
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 SRO's duties and at which school sites. The parties anticipate the Resource Officers' time to be distributed between all sites, District locations and District-sponsored events, depending on the needs of the District.

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.

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. The City shall promptly notify the Superintendent of Schools that the SRO will be absent and shall assign a replacement and shall notify the Superintendent or 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 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 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. (See section 3.3 for removal prior to the completion of 5 years).

c. The City is 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.

d. The City retains final decision making for assignment and selection of SRO personnel.

5. PARTIES UNDERSTANDING AND RESPONSIBLITIES

5.1 Understanding: It is understood by IUSD that the 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 the City under this MOU shall be subject to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500, et seq.); in particular, 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 including, (for example, arrests, offenses, 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 the City's duties as set forth in this MOU.

5.3.3 Except as specifically set forth herein, IUSD shall pay the fully burdened base pay of the SRO's per days worked. 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.

7. TERM OF MOU

The term of this MOU shall be for the FY 2024-2025 school year. The Parties agree to enter into negotiations for subsequent fiscal years not later than May of 2025.

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" not to exceed ninety-three thousand, twenty-one dollars and twenty-six cents. **($93,021.26)** during the 2024-2025 school year which, for purposes of this agreement, shall be up to **190** 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.

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 forty-two thousand, three hundred sixty-five dollars and ninety-eight cents. **($42,365.98)** during the 2024-2025 school year which, for purposes of this agreement, shall be up to **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.

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

By:_____
Dennis H. Morita, City Manager

IMPERIAL UNIFIED SCHOOL DISTRICT:

By:_____
Bryan Thomason, Superintendent

ATTEST:

_____
City Clerk

Date Ratified by the IUSD Governing Board: _____

Agenda Item No. D-2

DATE SUBMITTED	7/10/24
SUBMITTED BY	Public Services
DATE ACTION REQUIRED	7/17/24

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. Discussion/Action Regarding Resolution No. 2024-49 Adopting Plans and Specifications and Authorizing Public Bidding for the Pavement Rehabilitation of Various Roads in the City of Imperial; Bid No. 2024-06.

DEPARTMENT INVOLVED: Public Services

BACKGROUND/SUMMARY:

The Public Services Department has prepared plans and specifications for the Pavement Rehabilitation of Various City Roads Project, Bid No. 2024-06. Streets identified for improvement are Preble Road, Myrtle Road, La Brucherie Road and streets within Sunset Ranch, Wild Flower, and Victoria Ranch (Maps located at end of specifications).

Work will occur within City of Right of way. The work to be done consists of traffic control around the construction zones, grinding existing AC pavement, HMA leveling course, install ARAM, and ARHM overlay. New pavement striping, raising/lowering of utilities, and materials testing will be provided by the City.

The project will bid in accordance with the Public Contract Code (PCC). The project plans and specifications will be on file with the City Clerk at City Hall located at 420 S. Imperial Ave, Imperial, CA 92251.

FISCAL IMPACT: NOT TO EXCEED

Funds to cover associated costs will be expended from General Fund.

Funds were discovered during FY budget review within the Successor Agency Fund (Fund 94), previously known as the Redevelopment Funds account. Funds were previously mis-allocated on FY18-19, 19-20, and 20-21. Discussions with Department of Finance resulted in an agreement to reallocate the funds into the General Fund account. Such funds (Redevelopment/Successor Agency) are eligible to be utilized on street maintenance and improvements.

FINANCE INITIALS: DP

STAFF RECOMMENDATION:

approve request

DEPT. INITIALS: DD

MANAGER'S RECOMMENDATION: approve

CITY MANAGER's INITIALS: JHam

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( ) REJECTED ( )
DISAPPROVED ( ) DEFERRED ( )

REFERRED TO:

RESOLUTION OF THE IMPERIAL CITY COUNCIL ADOPTING PLANS AND SPECIFICATIONS AND AUTHORIZING THE PUBLIC SERVICES DIRECTOR TO PROCEED TO BID FOR CITY PROJECT; BID NO. 2024-06

RESOLUTION NO. 2024-49

WHEREAS, there is a public need for Pavement Rehabilitation on Various Roads in the City of Imperial; Bid no. 2024-06 ("Project"); and

WHEREAS, the City of Imperial Public Services Department has compiled Plans and Specifications, and other applicable bid documents ("Bid Documents") which are on file with the City Clerk.

WHEREFORE, THE IMPERIAL CITY COUNCIL RESOLVES AS FOLLOWS:

1. The above recitals are true, correct, and adopted.

2. The Bid Documents are hereby approved and adopted.

3. A Request for Bids including Plans and Specifications shall be advertised as required by law with a bid submission deadline of: **August 15, 2024, at 3:00 PM (PST)**

4. The Public Services Director and/or their designee is hereby authorized to amend the bid documents as necessary, giving notice as prescribed by law prior to the bid opening deadline, including but not limited to the Calendar of Events and Plans and Specifications, in response to new additive or deductive items.

PASSED AND ADOPTED by Council, City of Imperial, State of California, this 17th day of July, 2024 by the following roll call votes:

Robert Amparano
Mayor, City of Imperial

ATTEST:

Kristina Shields
City Clerk, City of Imperial

CITY OF IMPERIAL
Imperial, California

CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR

PAVEMENT REHABILITATION OF VARIOUS ROADS IN THE CITY OF IMPERIAL

BID NO. 2024-06

City of Imperial
Public Services Department
420 S. Imperial Ave
Imperial, Ca 92251
(760) 355-3336

July 2024

CITY OF IMPERIAL
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PAVEMENT REHABILITATION OF VARIOUS ROADS

BID NO. 2024-06

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CITY OF IMPERIAL

NOTICE INVITING SEALED BIDS

Pavement Rehabilitation of Various Roads in the City of Imperial

BID NO. 2024-06

PUBLIC NOTICE IS HEREBY GIVEN that the City of Imperial, as CITY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk at 420 S. Imperial Avenue, Imperial, California 92251 up to the hour of **3:00 P.M. Thursday, August 15, 2024**, at which time they will be publicly opened and read aloud. A bid summary will then be prepared and posted.

A Non-Mandatory Pre-Bid meeting will be conducted at **10:00 AM on Tuesday, July 30, 2024** at City Hall located at 420 S. Imperial Ave., Imperial, California 92251 to be followed by a Field Walkthrough at the project site.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the contract documents for road rehabilitation improvements along various roads, consisting of the following scope of work: traffic control around the construction zones, grinding existing AC pavement, HMA leveling course, install ARAM, and ARHM overlay. New pavement striping, raising/lowering of utilities, and materials testing will be provided by the CITY.

Asphalt and concrete demolition debris shall be recycled or diverted as required by the City's C&D Ordinance.

Bid packages are available at City Hall, 420 S. Imperial Avenue, Imperial, California 92251 upon payment of a $85.00 non-refundable fee ($100.00 if mailed). 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.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code of the State of California. Compliance with the State prevailing rates of wages and apprenticeship employment standards established by the State director of Industrial Relations will be required. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

This project is funded with local funds and does not have a specific contract Disadvantaged Businesses Enterprises (DBE) Contract Goal.

The Contractor's compliance with Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from the solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through the duration of the contract, and in each trade, and the Contractor shall make a good faith effort to employ women and minority individuals evenly on each of its projects.

The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

Each bid must be accompanied by a guaranty of cash, certified check, cashier's check or bid bond made payable to the City of Imperial for an amount equal to at least ten percent (10%) of the bid. Such guaranty to be forfeited should the bidder to whom the contract is awarded fails to enter the contract. All guaranties to be returned after the contract is awarded.

In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any funds withheld by the City to ensure performance under the contract.

At request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally chartered bank as the escrow agent who shall pay such funds to the contractor upon notification by the City of contractor's satisfactory completion of contract.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is in the City of Imperial in Imperial County, State of California.

The contract documents call for monthly payments based upon the engineer's estimate of the work completed. The City of Imperial will retain five (5) percent of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amounts so retained upon compliance with the requirements of Public Contract Code Section 22300 and the provisions of the contract documents pertaining to Substitution of Securities.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside;

ATTN: CITY CLERK: SEALED BID FOR:
PAVEMENT REHABILITATION OF VARIOUS ROAD IN THE CITY OF IMPERIAL
BID NO. 2024-06

The Proposal should be delivered in a sealed envelope no later than **3:00 P.M. Thursday, August 15, 2024,** addressed as follows:

City of Imperial, City Hall – City Clerk
420 S. Imperial Avenue, Imperial, CA 92251

Questions concerning the proposal should be directed to David Dale, PE with the City of Imperial at (760) 355-3336 or via email: ddale@imperial.ca.gov. Questions should be received no later than **3:00pm Wednesday, August 7, 2024.**

Clarification desired by a proposer shall be requested in writing with sufficient time to allow for a response prior to the date RFPs are due. Oral explanation or instructions shall not be considered binding on behalf of the City.

Any modifications to this solicitation will be issued by the City as a written addendum.

The City will not consider proposals received after the specified time and date.

This bid proposal does not commit the City of Imperial to award a contract or pay any costs associated with the preparation of a Proposal.

The City of Imperial reserves the right to reject any or all bids, to award each item separately, delete portions of the work, and/or waive any informality on any bid. No bid may be withdrawn for 60 days after the time set for the opening thereof.

Failure by the successful bidder to enter into a contract with the City or to deliver goods and/or services in accordance with the bid may result in a declaration by the City that the bidder is not a responsible bidder, and elimination from consideration in future bidding.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Any bid submitted by a contractor or subcontractor not properly licensed and not registered with the Department of Industrial Relations shall be considered non-responsive and will be rejected.

At the time of contract award, the prime contractor shall possess a Class "A" contractor's license and/or any combination of "C" specialty contractor's license(s) sufficient to perform the work.

Dated this _____ day of _____, 2024.

By: _____
Kristina Shields – City Clerk

City of Imperial
420 S. Imperial Avenue
Imperial, CA 92251
(760) 355-4373

CITY OF IMPERIAL

INSTRUCTIONS TO BIDDERS

Pavement Rehabilitation of Various Roads in the City of Imperial

BID NO. 2024-06

PROPOSAL FORMS

Bids shall be submitted in writing on the Bid Proposal forms provided by the CITY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The CITY will not consider any bid proposal not meeting these requirements and/or not submitting all forms requested herein.

PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the CITY in the amount of (10%) of the total amount Bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the CITY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of 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.

No bidder may withdraw his proposal for a period of sixty (60) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." Late proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside,

ATTN: CITY CLERK: SEALED BID FOR:
Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must

be delivered to the CITY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids". The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified.

This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the services to be performed, he may submit to the Engineer of the CITY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.
Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents.

The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

ADDENDA OR BULLETINS

All bidders are advised as to the possibility of issuance of addenda affecting the items, scope or quantity of the work required for this project. Each bidder shall be fully responsible for informing himself as to whether or not any such addenda have been issued. The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the contract documents and shall be returned with them. Failure to cover in his bid any such addenda issued may render his bid irregular and may result in its rejection by the CITY.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Contract Documents, and to full compliance therewith.

AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsible Bidder as determined solely by the CITY. At the time of contract award, the successful Bidder shall hold a Class A Contractors License or a combination of Class C license(s), as required to perform the work, issued by the State of California.

Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated.

No bidder may withdraw his proposal for a period of sixty (60) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract and execution of the contract documents or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California (herein referred to as Labor Code), the CITY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the CITY.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the contract. The CONTRACTOR and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, of such employee, except as provided in Section 3077 of the Labor Code.

WORKMAN'S COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment of compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement,

and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the CITY to supply goods, services or materials, the Contractor or Subcontractor offers and agrees to assign to the CITY all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the CITY tenders final payment to the Contractor without further acknowledgment by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any funds withheld by the CITY to ensure performance under the contract.

At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally chartered bank as the escrow agent who shall pay such funds to the contractor upon notification by CITY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Government Code), bidders are required to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime contractor will do that portion of the work. It is the Agency's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

CITY BUSINESS LICENSE

The Contractor shall obtain a City of Imperial Business License prior to the City's issuing the Notice to Proceed. The annual fee for the Business License is ninety-six dollars ($96.00).

CITY OF IMPERIAL
BID PROPOSAL
For

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

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.

CITY OF IMPERIAL
BID PROPOSAL
For

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

DATED:_____, 2015 BIDDER:_____

BIDDER'S ADDRESS: BY:_____
_____ TITLE:_____

_____

_____

TELEPHONE #:_____

FAX #:_____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name_____

Business Address_____

Telephone_____

State Contractor's License No. and Class_____

Original Date Issued _____ Expiration Date_____

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:

_____

_____

_____

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:_____

Name of Individual Contractor (Print or type):_____

_____

Signature of Owner:_____

Business Address:_____

_____

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 of President of Corporation

_____
Signature of Secretary of Corporation

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

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:

_____

_____

_____

_____

_____

_____

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:

_____

_____

_____

_____

_____

_____

_____

CITY OF IMPERIAL

BID BOND

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

KNOW ALL MEN BY THESE PRESENTS that _____,
as BIDDER, and _____,
as SURETY, are held and firmly bound unto the CITY OF IMPERIAL, as CITY, in the penal sum of _____dollars($ _____), 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 ____ day of _____, 2024.

(seal)

_____
CONTRACTOR (CORPORATION) – TYPE

By:_____
President

By_____
Secretary/Treasurer

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2024.

Notary Public_____

SURETY'S NAME-TYPE

Mailing Address_____

By:_____
Name

Title_____

NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2024.

Notary Public _____

(seal)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) SS
COUNTY OF_____)

_____being first duly sworn deposes and says that he is_____ (sole owner, a partner, president, etc.) of _____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:_____

Title:_____

Subscribed and sworn to before me
this _____ day of _____,2024.

Notary Public_____

CITY OF IMPERIAL

PAVEMENT REHABILITATION OF VARIOUS ROADS IN THE CITY OF IMPERIAL
Bid No. 2024-06

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER AND AGGREGATE MEMBRANE CONTRACTOR AND/OR SUBCONTRACTOR(S).

THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR THE BID SHALL BE CONSIDERED NON-RESPONSIVE

Bidder proposes to have the ARAM installed by:

_____

(Insert name of Contractor/Sub-Contractor above)

This section shall be completed even if the apparent low bidder plans to produce and install ARAM with its own forces. Name of contractor and/or subcontractor(s) shall be the actual company(ies) applying the binder and aggregate.

For any bid to be considered responsive, performance criteria must be demonstrated on five separate projects performed by the same contractor or subcontractor(s) designated above, and with equivalent aggregate and binder proposed for the ARAM in this bid. A contractor and /or subcontractor(s) will be considered the same if a name change occurs or the contractor and/or subcontractor(s) is a successor-in-interest to the entity identified as performing the work. If contractor or subcontractor(s) cannot demonstrate five separate projects, the City will accept an experience list of its employees and the projects they have completed with equivalent aggregate and binder proposed for the ARAM in this bid. If the City is not able to verify the employee experience list, the bid shall be considered non-responsive. Two years shall have elapsed since completion of the ARAM surface on each project, and the projects shall be located in Southern California in areas or regions which have documented National Weather Service maximum air temperatures of above 105°F during June, July, August and September for a minimum of 40 days on a three-year average annual basis.

To be considered a valid representative project, bidder must submit the name of the project, owner agency, agency representative's name and phone number, and a list of streets with limits totaling at least 1 mile (based on full width) in length for each project and the date the project was actually performed. A project will be considered a valid representative project if asphalt emulsion spray application was originally placed with or without an application of sand, within 15 calendar days of the application of ARAM. Any other cover coat or course on the ARAM will cause the ARAM to be considered invalid as a representative project. ARAM on all projects must show insignificant raveling (loss of rock) and insignificant flushing (binder migration to the surface) at the time of inspection by the Agency. Bidder shall verify any proposed representative projects prior to listing a subcontractor(s) with such projects, or the bid will be considered non-responsive. If the Bidder cannot list in the space provided five projects that meet the criteria specified herein that were performed by the proposed ARAM contractor or subcontractor(s), the bid shall be considered non-responsive.

REPRESENTATIVE ARAM PROJECTS

THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR THE BID SHALL BE CONSIDERED NON-RESPONSIVE

Name of Project No. 1_____Date Completed_____

Agency_____Agency Contact_____

Phone _____Approx. Length of ARAM (Full Width)_____

Name of Project No. 2_____Date Completed_____

Agency_____Agency Contact_____

Phone _____Approx. Length of ARAM (Full Width)_____

Name of Project No. 3_____Date Completed_____

Agency_____Agency Contact_____

Phone _____Approx. Length of ARAM (Full Width)_____

Name of Project No. 4_____Date Completed_____

Agency_____Agency Contact_____

Phone _____Approx. Length of ARAM (Full Width)_____

Name of Project No. 5_____Date Completed_____

Agency_____Agency Contact_____

Phone _____Approx. Length of ARAM (Full Width)_____

_____	_____	_____
Signature of Bidder	Title	Date

CITY OF IMPERIAL
PROPOSAL BID SHEET 1/2
FOR
Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

Item No.	Bid Item Description	Units	Estimated Quantity	Unit Price (*)	Amount
1.	Mobilization	LS	1	$	$
2.	Traffic Control & Construction Area Signs	LS	1	$	$
3.	Cold Plane AC 1-inch – intersection Joint System II and Cul-de-Sac Bulb Pavement Section Details	SF	16,577	$	$
4.	3/4" Leveling Course: ½" Hot Mix Asphalt Type A and SS1h Tack Coat	TON	4,400	$	$
5.	3/8" Asphalt Rubber Aggregate Membrane (ARAM)	SY	109,111	$	$
6.	1.5" Asphalt Rubber Hot Mix (ARHM) Overlay: ½" Aggregate / Type Gap Graded (GG)	TON	900	$	$
7.	Type II Slurry Seal	SY	100,536	$	$
8.	Intersection Stop Points (1-1/2 Inch Big Rock) and 15th Street between Hwy 86 and Imp. Ave.	SF	6,457	$	$
9.	Lower/Raise/Adjust Existing Utilities by City of Imperial (BY CITY FORCES, TO BE COMPLETE PRIOR TO CONSTRUCTION)	LS	1	$ 0.00	$ 0.00
10.	Temporary Raised Pavement Markers (PERMANENT STRIPING BY CITY FORCES)	LS	1	$	$
11.	Dig Out (4-inch thick ARHM over 18" Class II Base Compacted to 95% Max. Density)	SF	400	$	$
				TOTAL BID PROPOSAL	$

(*) The unit price shall include the cost of all items necessary to complete each bid item

CITY OF IMPERIAL
PROPOSAL BID SHEET 2/2
FOR
Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

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

BID PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this bid proposal with the names, titles, hands, and seals of all forenamed principals this_____day of _____ _____, 2024.

Bidder:_

By:_____

Title:_____

Subscribed and sworn to this _____ day of _____, 2024.

NOTARY PUBLIC_____

AGENCY acknowledges this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By:_____

Title:_____

CITY OF IMPERIAL

CONTRACT AGREEMENT

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

THIS CONTRACT AGREEMENT is made and entered into for the above stated project this _____day of _____, 2024, BY AND BETWEEN THE CITY OF Imperial, as the CITY, and _____, as CONTRACTOR.

WITNESSETH that the CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by the CITY, the CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit labor, equipment rental and material prices set forth in the Proposal as the basis for compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

The CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify and hold harmless the CITY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed the day and year first written.

CITY:	CONTRACTOR:
_____	_____
_____ MAYOR – CITY OF IMPERIAL	_____ (CORPORATION NAME –TYPE)
ATTEST:_____	BY: _____
	TITLE:_____
	BY:_____
	TITLE:_____

_____
KRISTINA SHIELDS
CITY CLERK - CITY OF IMPERIAL

NOTE: *SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE NOTARIZED.*

Subscribed before me on this _____ day of _____, 2024.

_____
Notary Public

(SEAL)

My commission expires:_____

CONTRACT PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CITY OF IMPERIAL (sometimes referred to hereinafter as "Obligee") has awarded to _____(hereinafter designated as the "Contractor"), an agreement for the work described as follows:

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

(hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated_____,(hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____
_____,
a corporation organized and existing under the laws of the State of _____,andduly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Imperial in the sum of_____
_____Dollars ($_____), said sum being not less than one hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Contract, for which amount will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2024.

PRINCIPAL/CONTRACTOR:

_____

By:_____

SURETY:

_____

By:_____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: $_____

(The above must be filled in by corporate surety).

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM**.

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

_____

(Name and Address of agent or representative for service of process in California if different from above) _____

_____

_____

(Telephone Number of Surety and agent or representative for service of process in California). _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ___ day of_____, in the year 2024, before me, _____
_____, a Notary Public in and for said State, personally appeared_____,known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____
_____ (Surety) thereto and his own name as Attorney-in-Fact.

_____
Notary Public in and for said State

(SEAL)

My Commission expires:_____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Imperial (sometimes referred to hereinafter as "Obligee") has awarded to(hereinafter designated as the "Contractor"), an agreement dated _____ _____, described as follows:

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

(hereinafter referred to as the "Contract"): and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Imperial and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code, in the sum of _____ _____ Dollars ($_____), said sum being not less than one hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Sub-contractors, shall fail to pay for any materials, provisions or other supplies, implements, machinery or power used in, upon for or about the performance of the Public Work contracted to be done, or to pay any person for any work or labor of any kind, or for bestowing skills or other necessary services thereon, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of paid Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____day of _____, 2024.

PRINCIPAL/CONTRACTOR:

_____

By:_____

SURETY:_____

By:_____
Attorney-in-Fact

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM**.

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

_____

(Name and Address of agent or representative for service of process in California if different from above) _____

_____

_____

(Telephone Number of Surety and agent or representative for service of process in California). _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this___ day of_____, in the year 2024, before me, _____, a Notary Public in and for said State personally appeared_____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the_____(Surety) and acknowledged to me that he subscribed the name of the _____(Surety) thereto and his own name as Attorney-in-Fact.

_____
Notary Public in and for said State

(SEAL)

My Commission expires:_____

Note: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

GENERAL LIABILITY ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION Endorsement #_____

1. Insurance Company:_____

   Policy Number:_____

2. Policy Term: (From)_____(To)_____

   Endorsement Effective Date:_____

3. Named Insured:_____

4. Address of Named Insured:_____

   _____

5. Limit of Liability Any One Occurrence/Aggregate:
   $_____

6. Deductible or Self-Insured Retention (Nil unless otherwise specified):
   $_____

7. Coverage is equivalent to:

   * Comprehensive General Liability form GL0002_____

   _____

   Commercial General Liability "Occurrence" form CG0001_____

   _____

8. Bodily Injury and Property Damage Coverage is:_____"occurrence"

Note: The City of Imperial standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage is not acceptable. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

9. Description of Project:_____

   _____

   _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. INSURED. As respects any work performed on the above-described Project, the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured on the above-described Project for or on behalf of the City of Imperial; or (b) products sold by the Named Insured to the City of Imperial for use on the Project; or (c) premises leased by the Named Insured from the City of Imperial, the insurance afforded by this policy shall be primary insurance as respects the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured schedule underlying primary coverage. In either event, any other insurance maintained by the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

   (1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or

   (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or

   (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City Imperial, its elected or appointed officer, officials, employees, consulting engineers or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

C. **INCIDENT AND CLAIM REPORTING PROCEDURE**

Incidents and claims are to be reported to the insurer at:

ATTN:_____
(Title) (Department)

_____
(Company)

_____
(Street Address)

_____
(City) (State) (Zip Code)

_____
(Telephone Number)

D. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my signature hereon do so bind this company.

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on endorsement furnished to the City of Imperial)

ORGANIZATION:_____

TITLE:_____

ADDRESS:_____

TELEPHONE:_____

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION Endorsement #_____

1. Insurance Company:_____

   Policy Number:_____

2. Policy Term: (From) _____(To)_____

   Endorsement Effective Date:_____

3. Named Insured:_____

4. Address of Named Insured:_____

5. Limit of Liability Any One Occurrence/Aggregate
   $_____

6. Deductible or Self-Insured Retention (Nil unless otherwise specified):
   _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. *INSURED*. The City of Imperial, its elected or appointed officers, officials, consulting engineers, employees and volunteers are included as insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers or volunteers.

2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City of Imperial, the insurance afforded by this policy shall:

   (a) be primary insurance as respects the City of Imperial, its elected or appointed

officers, officials, employees, consulting engineers or volunteers;

or

(b) stand in an unbroken chain of coverage in excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City of Imperial, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage to the Named Insured at least as broad as:

(1) Insurance Services Office form number CA 00001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.
(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Imperial, its elected or appointed officer, officials, employees, consulting engineers or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

_____
(Company)

_____
(Street Address)

_____
(City) (State) (Zip Code)

_____
(Telephone)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my signature hereon do so bind this company.

_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on endorsement furnished to the City of Imperial)

ORGANIZATION:_____

TITLE:_____

ADDRESS:_____

TELEPHONE:_____

WORKER'S COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION Endorsement #_____

1. Insurance Company:_____

   Policy Number:_____

2. Effective Date of This Endorsement:_____

3. Named Insured:_____

4. Employer's Liability Limit (Coverage B)_____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

2. WAIVER OF SUBGROGATION. The Insurance Company agrees to waive all rights of subrogation against the City of Imperial, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City of Imperial.

C. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my signature hereon do so bind this company.

_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on endorsement furnished to the City of Imperial)

ORGANIZATION:_____

TITLE:_____

ADDRESS:_____

TELEPHONE:_____

CITY OF IMPERIAL
GENERAL SPECIFICATIONS
FOR
Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

SCOPE OF WORK
The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the contract documents to construct the above stated project.

The work consists generally of: grinding existing AC pavement, placing HMA leveling course, install ARAM, and ARHM overlay.

The scope of work includes, prior to the start of construction, the coordination between the City of Imperial and the Contractor. Testing and Studies shall be paid by City.

Asphalt and concrete demolition debris shall be recycled or diverted as required by the City's C&D Ordinance.

LOCATION OF WORK
1. Various streets inside the City of Imperial city limits.

TIME OF COMPLETION
The Contractor shall complete all work in every detail within Ninety (90) working days after the date of the Notice to Proceed, exclusive of maintenance periods.

TRAFFIC REQUIREMENTS
All streets must remain open to public traffic. Temporary street closures may be made with the prior approval of the City Engineer.

UTILITY REQUIREMENTS
The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with an approximate locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1-800-422-4133. Contractor shall contact USA as specified and shall provide the City with proof of contact with USA upon request.

Prior to begin of construction, the Contractor shall "pot hole" and/or excavate to determine the depth of existing underground utilities. Any "pot hole" and/or excavation shall be performed in presence of the utility company representative. Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their utilities or structures.

1. Imperial Irrigation District Power: Maricruz Salcedo (760) 339-9493
2. Imperial Irrigation District Water: Olivia Alcaraz (760) 339-9108
2. Southern California Gas: J.Montenegro, (760) 352-6100 / E.Cuevas (760) 370-5812
3. SBC - Telephone Company: Mike Ormand, (760) 337-3358
4. Time Warner (Cable TV): Keith Johnson, (760) 352-8835
5. Imperial County Public Works Department: John Gay, Deputy Director, (760) 482-4462
6. City of Imperial Water Department: Robert Emmitt, (760) 355-2155
7. City of Imperial Wastewater Department: Chris Kemp, (760) 355-2718
8. City of Imperial Public Works Department: David Dale, (760) 355-1152

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations.

The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities, including temporary service connections. Payment for protection in place shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters may be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

The Contractor shall conduct his operations in such a manner that storm or other waters may proceed uninterrupted along their existing street or drainage courses. Diversion of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to the probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of street right of way will be permitted.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. Dewatering for the pipelines shall commence when ground water is first encountered, and shall be continuous until such time as the excavated area or trenches are properly backfilled. Dewatering shall be accomplished by well points or some other method which will insure a preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act, 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

TRENCH EXCAVATION AND SHORING

For any contract for public works for excavation of any trench or trenches five (5) feet of more in depth, the Agency shall require submission by the Contractor and acceptance by the awarding body or by a Registered Civil or Structural Engineer to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. This plan shall be prepared by a Registered Civil or Structural Engineer.

Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the safety standards set forth by the State of California Safety Requirements. Nothing in this Section shall be construed to impose tort liability on the awarding body or any of its employees.

STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the latest edition of the *STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION*, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California (The Greenbook).

Copies of these Standard Specifications are available from the publisher:
Building News, Incorporated
P.O. Box 3031 Terminal Annex
Los Angeles, California 90051
(213) 202-7775

The Standard Specifications set forth above will control the general provisions for this contract except as amended by the Plans, Special Provisions, or other contract documents.
The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the latest edition of the Standard Specifications of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

State of California
Department of Transportation
Central Publication Distribution Unit
6002 Folsom Boulevard
Sacramento, California 95819

References in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Imperial or other governing agency as specified.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to State general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Sections 1770, 1773, and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Clerk of the Agency and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5, and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less

than the state prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum state wage rates to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures, and certain notices required of the Contractor pertaining to their location.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprentice able occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice able trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

Clayton Act and Cartwright Act

Section 4551 of the State Government Code specifies that in executing a public works contract with the Agency to supply goods, services or materials, the Contractor or Subcontractors offers and agrees to assign to the Agency all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the Agency tenders final payment to the contractor without further acknowledgment by the parties.

CITY OF IMPERIAL
SPECIAL PROVISIONS

for

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

MODIFICATIONS TO: STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

PART I - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 *DEFINITIONS.*

City	- City of Imperial
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Imperial
Engineer	- City Engineer
Federal	- United States of America
State	- State of California

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 *AWARD AND EXECUTION OF CONTRACT.*
Is amended as follows:

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

~ Contract Agreement
~ Faithful Performance Bond
~ Payment Bond
~ General Liability Endorsement
~ Automobile Liability Endorsement
~ Worker's Compensation/Employers Liability Endorsement

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.
The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials.
A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-4 *CONTRACT BONDS.*
add the following:
Both the Faithful Performance Bond and the Payment Bond shall each be for not less than one hundred percent (100%) of the total contract amount. The Payment Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will not be released until one year after said date.

2-5 *PLANS AND SPECIFICATIONS.*

2-5.1 *General.*

the first paragraph is amended as follows:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the record conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

2-9 *SURVEYING*

2-9.3 Survey Service.

Is amended as follows:

CITY shall obtain and pay for the construction staking services of a surveyor as needed to perform the work. The City will provide the services of a properly licensed surveyor to establish control points and relocate survey monuments before construction begins. Contractor shall protect existing survey monuments.

SECTION 3 - CHANGES IN WORK

3-2 *CHANGES INITIATED BY THE AGENCY*

3-2.1 General.

add the following:

The term "Contract Price" as specified herein shall serve to mean the total dollar value of the Contractor's original bid for all of the various items of work combined and shall not be construed to mean the subtotal shown for any singular item of work.

3-3 *EXTRA WORK*

3-3.2 Payment

3-3.2.3 *Markup.*

add the following as the first paragraph:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers, and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall not be reported at the labor classification of the work performed.

SECTION 4 - CONTROL OF MATERIALS

4-1 *MATERIALS AND WORKMANSHIP*

4-1.4 *Test of Materials*.

add the following:

TESTING LABORATORY SERVICES

All tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Engineer, according to the City's Quality Assurance Program (QAP).

TESTING SERVICES FURNISHED BY CITY

The City shall pay all charges of testing laboratories for quality control tests made in the field or laboratory on concrete, asphalt mixtures, moisture-density (Proctor and relative density tests on embedment, fill, and backfill materials, in-place field density tests on embedment's and fills), and other materials and equipment, during and after their incorporation in the Work, except re-testing which shall be paid by Contractor. Field sampling and testing will be performed by the City's independent commercial testing laboratory, in the general manner indicated in the specifications, with minimum interference with construction operations. The independent commercial testing laboratory shall determine the exact time and location of field sampling and testing, according to the City's Quality Assurance Program (QAP), and, may require such additional sampling and testing as necessary to determine that materials and equipment conforms with data previously furnished by Contractor and to the Contract Documents.

Samples and test specimens will be delivered to the testing laboratory by testing laboratory personnel. The testing laboratory shall perform all laboratory tests within a reasonable time.

Contractor shall furnish all sample materials and cooperate in the sampling and field testing activities, interrupting the Work when necessary. When sampling or testing activities are performed in the field by Engineer, Contractor shall furnish personnel and facilities to assist in the activities as required.

The City shall not retain any testing laboratory against which Contractor has reasonable objection, and if at any time during the construction process the services become unacceptable to Contractor, Contractor may request in writing that such services be terminated.

The request must be supported with evidence of improper testing. If the Engineer determines that sufficient cause exists, the Engineer shall terminate the services and engage a different testing laboratory.

TRANSMITTAL OF TEST REPORTS

Written reports of tests and engineering data furnished by Contractor for Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

The testing laboratory retained by the Engineer will furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the engineer and one copy to the Contractor within three working days after each test is completed.

SECTION 5 - UTILITIES

5-1 *LOCATION.*
add the following paragraph:

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 *CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.*
is amended as follows:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

The Construction Schedule shall include the timeframes necessary to conduct those studies, testing and reports, prior to the star of construction or commencement of work, in coordination with the City of Imperial pursuant to the Project Environmental Conditions listed on Appendix E (See also Scope of Work under the General Specifications).

Prior to issuing the Notice to Proceed, the Engineer will schedule a pre-construction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures, including City's Quality Assurance Program, City Staff and/or City Consultants designated to the project, etc..

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 *TIME OF COMPLETION.*

6-7.1 *General.*
add the following:

The time for completion shall be **20** working days from the issuance date of the Notice to Proceed.

6-7.2 *Working Day.*

is amended as follows:

The Contractor's activities shall be confined to the hours between 7:00 AM and 6:00 PM, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.
In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

6-9 *LIQUIDATED DAMAGES.*

the last sentence is amended as follows:

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for completion of the work the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of **$827.00** per day.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 *CONTRACTOR'S EQUIPMENT AND FACILITIES.*

add the following:

A noise level limit of 86 db at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 *LABOR.*

7-2.2 *Laws.*

add the following:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 *LIABILITY INSURANCE.*

the entire Subsection is amended as follows:

7-3.1 Indemnification. The Contractor shall indemnify and save harmless the CITY OF IMPERIAL and the County of Imperial from all claims or suits for damages arising from his prosecution of the contract work, as more fully described in Subsection 7-3.2 "Contractor's Liability".

The Contractor shall maintain during the life of the contract a protective liability policy. The policy shall provide for not less than the following amounts;

Bodily Injury	$1,000,000	each person
	$2,000,000	each accident
	$2,000,000	aggregate products and completed operations
Property Damage	$ 500,000	each accident
		Worker's Compensation Statutory

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective. The following statement shall be included on the insurance certificate:

"Additional Insured: The insurer agrees that the City and its City Council, and/or all City Council appointed groups, committees, boards and any other City Council appointed body, and/or elective and appointive officers, servants or employees of the City when acting as such are additional insured hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City."

The Contractor agrees to protect, defend and indemnify the CITY OF IMPERIAL against loss, damage or expense by reason of any suit, claims, demands, judgments and causes of action caused by the Contractor, his employees, agents or any subcontractor or by any third party arising out of or in consequence of the performance of all or any operations covered by the Certificate of Insurance. The Contractor, at his option, may include such coverage under his Public Liability coverage.

7-3.2 *Contractor's Liability*.

The CITY OF IMPERIAL, its City Council, or the Engineer shall not be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the Contractor, or his workmen, or any one employed by him; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions at any time before its completion and final acceptance, and shall indemnify and save harmless the CITY OF IMPERIAL, its City Council, and the Engineer from all suits or actions of every name and description, brought for, or on account of, any injuries or damages received or sustained by any person or persons, or by the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, he may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

7-5 *PERMITS*.

the first sentence is amended as follows:

Prior to the start of any work, including "pot holes" and excavation to determine depth of existing underground utilities, the Contractor shall take out the applicable Agencies permits

and make arrangements for Agencies inspections, i.e. County of Imperial, City of Imperial, Imperial Irrigation District. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. The City of Imperial will reimburse the permit fees paid by Contractor to said agencies or public utilities. The City will waive the City's usual encroachment permit fees.

7-10 *PUBLIC CONVENIENCE AND SAFETY.*

7-10.1 *Traffic and Access.*

add the following:

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The Contractor shall notify all affected property owners of the proposed schedule a minimum of 48 hours, but not more than 72 hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above.

The Contractor shall notify the following public agencies –but not limited to: California Highway Patrol, US Border Patrol, County Fire Department, County Sheriff, Imperial County Department of Public Works, Imperial Valley College, other, of the proposed project schedule, a minimum of 48 hours, but not more than 72 hours, in advance of any access limitation, detour or closure of the project site.

Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed.

7-10.2 *Storage of Equipment and Materials in Public Streets.*

add the following:

The Contractor shall assume full responsibility for any damage caused by stockpiling and shall repair same at his expense. The Contractor shall also be responsible for providing traffic control as required to protect the public from hazards caused by stockpiling within the right of way. Payment for the above, if any, will be deemed as included in the items of work and no additional compensation will be allowed.

The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way.

In such case the Contractor shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work.

Location of site to be approved by Agency. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to Agency. The Notice of Completion will not be issued until said release is submitted.

7-10.3 *Street Closures, Detours, and Barricades.*

add the following:
The Contractor shall maintain the minimum traffic requirements designated in the General Specifications. It shall be the Contractor's responsibility to furnish a detailed detour signing and barricade plan for Agency approval.

The Contractor shall be responsible for providing temporary access to all driveways at the end of each workday.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the current State of California Department of Transportation Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways.

The Contractor shall furnish competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public of construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen," of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish any pay for these devices.

The Contractor shall distribute notices to all affected residents and businesses at the stated minimum time prior to the start of work:

Excavations, overlays and miscellaneous repairs – 36 hours

The Contractor shall also be required to post "Temporary No Parking" signs along the streets to be resurfaced during each working day, forty-eight (48) hours prior to resurfacing. The "NOTICES" and "Temporary No Parking" signs will be furnished by the Contractor.

The Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure, detour or restriction to access:

1. City Engineer at 760-355-1152
2. Fire Department at 760-355-1191
3. Imperial Police Dept. at 760-355-4327
4. Imperial County Sheriff's Dept.760-482-6301
5. Imperial County Public Works Dept.760-482-4462

Full compensation for conforming to this article shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefore.

7-10.4 *Safety*.

7-10.4.1 *Safety Orders*.
add the following:

CONSTRUCTION SAFETY ORDERS

The Construction Safety orders of the State of California, Department of Industrial Relations, effective November 15, 1975, and as amended, shall be applicable to the work in this contract. The Contractor's special attention is directed to:

Article 6
Excavations, Trenches and Earthwork

Article 11
Traffic Control, Flagmen, Barriers and Warning signs; and

***Article 28 ***
Miscellaneous Construction Equipment prior to the start of work, the Contractor will be required to obtain a permit from the Office of the Division of Occupational Safety and Health. The office serving the Imperial area is at 7807 Convoy court, Suite 140, San Diego, California 92111, Telephone Number; (619) 637-5534.

The Contractor shall provide the City Engineer's office with a copy of the permit prior to the start of excavation, and the permit shall be maintained on the job site at any timework requiring trenching or shoring operations exist.

Where excavation of any trench 5 feet or more in depth is required, the Contractor shall submit to the City Engineer for approval, in writing, two weeks in advance of excavations, a detailed plan showing the design of shoring bracing, sloping, protection of existing utilities, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench. If such plan varies from shoring system standards

established by the Construction Safety Order. The plan shall be prepared by a Registered Civil or Structural Engineer.

Copies of said regulations are available from the documents Section, P.O. box 20191, Sacramento, California 95820. The cost of furnishing labor, tools, equipment, services and items required thereby shall be borne by the Contractor as part of this contract work and he shall not be entitled to additional compensation for compliance with said regulations.

7-15 *PAYROLL RECORDS.*
add the following paragraph:
Payroll records shall be submitted to the Agency by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 *PAYMENT.*

9-3.2 *Partial and Final Payment.*

the last paragraph is amended as follows:

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month.

The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

The full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

In conformance with the Public Contracts Code, Section 22300, the Contractor may substitute securities for any monies withheld by the Agency to secure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Agency or with a State or Federally chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by Agency of Contractor's satisfactory completion of the contract. Actual pay quantity measurements will be done at the end of each working day and agreed upon by both the Contractor and the Engineer's representative.
The type of securities deposited and the method of release shall be approved by the City Attorney's office.

9-3.3 *Delivered Materials.*
is amended as follows:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, subject to the discretion of the City Engineer.

9-3.4 *Dewatering.*
is amended as follows:

The Contractor may encounter groundwater or water from other sources during excavation. The Contractor shall provide and maintain at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations or other parts of the work. Dewatering shall be accomplished by methods, which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations.

Dewatering shall commence when groundwater is first encountered, and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this section or other requirements.

Disposal of watering from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conforms to the Porter-Cologne Water quality control Act, 1974, the Federal Water Pollution Control Act Amendment of 1972; and the California Administrating code, Title 23, Chapter 3.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property. Conveyance of the water shall be such as to not interfere with traffic flow or other construction. No water shall be drained into work built or under construction without prior consent of the City Engineer.

Water shall be desanded before disposal in any storm drain system. The system used for desanding the water shall be a baffled structure and shall provide not less than five minutes detention time and shall have a "flow-through" velocity not exceeding 0.2 feet per second at the anticipated peak flow. The desanding box shall be cleaned as required to maintain the detention time and flow-through limitations specified above.

9-3.5 *Mobilization.*
is amended as follows:

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the project site.
The compensation paid for mobilization shall be full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein. Payment for mobilization will be included in the items of work listed in the **BID PROPOSAL.**

PART II – CONSTRUCTION MATERIALS

All CONSTRUCTION MATERIALS AND CONSTRUCTION METHODS shall be according to the latest edition of the State of California Department of Transportation (CALTRANS) Standard Specifications, and according to the CONSTRUCTION PROJECT PLANS called for in APPENDIX F.
NOTE: Bituminous Materials using "Terminal Blend" products and/or materials, will not be accepted, neither for the ARAM Interlayer or for the Asphalt Rubber Hot Mix Overlay.

PART III - CONSTRUCTION METHODS

All CONSTRUCTION MATERIALS AND CONSTRUCTION METHODS shall be according to the latest edition of the State of California Department of Transportation (CALTRANS) Standard Specifications, and according to the CONSTRUCTION PROJECT PLANS called for in APPENDIX F.

Miscellaneous Provisions

TRAFFIC CONTROL
All traffic control for the project shall be in accordance with the Special Provisions and the latest edition of the California Manual on Uniform Traffic Control Devices (California MUTCD) and the latest edition of the "Construction Area Traffic Control Devices" of CALTRANS Standard Specifications.

SUBMITTALS
The Contractor shall submit eight (8) copies of the following shop drawings to the Engineer for review and approval at least ten (10) days before drawings will be required for ordering materials and commencing the work. Each shop drawing and sample submission shall bear a stamp or specific written indication that the Contractor has satisfied the Contractor's review and approval of that submission. The Contractor shall provide specific written notice of any variations that the shop drawings may have from the requirements of the Contract Documents.
Within 8 calendar days of receipt of shop drawings, the Engineer will return two (2) copies of each drawing to the Contractor with his comments thereon. If so indicated, the Contractor shall make corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. The Engineer's review and approval of Shop Drawings or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents. Shop drawings shall be submitted but not limited to the following items:

A. The Contractor shall submit manufacturer's mill specification sheet listing diameter, thickness, and class of steel used in making the jacked casing, and the mil certification.

B. The Contractor shall submit drawings showing the location of approach trench, jacking pit, tunnel and receiving pit, and joint type for both casing and carrier pipe.

C. The Contractor shall submit a tunnel construction schedule, which includes casing installation, carrier pipe installation, approach trench backfill, and receiving pit backfill.

D. The Contractor shall submit shoring plans for review to the City Engineer. Shoring plans must be prepared and approved by a registered Civil or Structural Engineer.

E. The Contractor shall submit drawings of the precast reinforced concrete manholes and appurtenances, including structural calculations prepared and approved by a Registered Civil or Structural Engineer.

F. The Contractor shall submit manufacturer's specification and information and regarding to all materials to be used on the work site.

PRESERVATION OF MONUMENTATION

The Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks located within the limits of the project. If any of the above require any removal, relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed surveyor or pre-1972 licensed civil engineer, establish sufficient temporary ties and bench marks to enable the points to be reset by the Contractor after completion of construction.

Any ties, monuments and bench marks disturbed during construction shall be reset after construction per City of Imperial or County of imperial standards, as applicable, and the tie notes submitted to the City of Imperial or County of Imperial on 8-1/2" x 11" note paper. The Contractor and its sureties shall be liable for, at its expense, any resurvey required due to its negligence in protecting existing ties, monuments, bench marks or any such horizontal and vertical controls.

The Contractor shall comply with The Land Surveyors Acts #9771 (Record of Surveys-Monumentation) and #8773 (Corner Records-Records of Survey for "Lost Corners").

NOTES

Note 1: The "Standard Specifications" being referenced on the information and the forms provided under this **Appendix C**, are the latest edition of "CALTRANS Standard Specifications".

Appendix A has been prepared by the City's Projects Manager / Consultant, as certified below, for the:

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

Appendix A
California State General Prevailing Wage Rates

THE CONTRACTOR SHALL CHECK WITHIN 10 DAYS OF THE BID OPENING THE LATEST WAGE RATES

Appendix B
Specifications and Special Provisions

SPECIFICATIONS

1.1 STANDARD SPECIFICATIONS

The work embraced herein shall be done in accordance with the appropriate provisions of construction details as shown in the specifications entitled "State of California, Department of Transportation Standard Specifications 2010" insofar as the same may apply. Also portions of the work shall be done in accordance with the "GREENBOOK" Standard Specifications for Public Works Construction 2012 Edition. These specifications are hereinafter referred to as the Standard Specifications and in accordance with the following provisions:

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean to refer the following:

Department of Public Works or Division of Highways – City of Imperial, California Director of Public Services – The Director of Public Services of the City of Imperial, California.

Engineer – The City Engineer, acting directly or through properly authorized agents, such agents acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory – The designated laboratory authorized by the City of Imperial to test materials and work involved in the contract.

State – The City of Imperial, California.

Other terms appearing in the Standard Specifications, the General Conditions and these Special Provisions, shall have the intent and meaning specified in the Sections 1, "Definitions of Terms", Standard Specifications. In case of conflict between the Standard Specifications and these General Conditions and Specifications, the General Conditions and Specifications shall take precedence over and be used in lieu of such conflicting portions.

1.2 SCOPE OF WORK

The work shall include grinding of existing asphalt concrete pavement, installation of conventional-asphalt concrete leveling course, asphalt-rubber aggregate membrane, gap graded asphalt-rubber hot mix, and traffic control.

END OF SPECIFICATIONS

SPECIAL PROVISIONS

1. ORDER OF WORK

Prior to commencement of any work on the project, a preconstruction conference will be held for the purpose of review and discussion of progress schedule and construction procedures. At the discretion of the Director of Public Services, periodic meetings involving project personnel (Contractor, utility and others) will be held for the purpose of coordinating project activities.

2. STARTING AND COMPLETION OF WORK

The work called for in these contract documents shall commence within (10) calendar days after that date set out in the **Notice-to-Proceed** issued by the City, and shall be diligently pursued to completion within **Ninety** (**90**) working days of said date.

3. FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

It is agreed by the parties of the contract that in case of all work called for under the contract is not completed before or upon the expiration of the time limits set forth in these Special Provisions, damages will be sustained by the City of Imperial and that it will be impracticable to determine the actual damage by which the City will sustain in the event of and by reason of such delay and it is therefore agreed that the contractor will pay to the City of Imperial the sum of three hundred dollars **($500.00)** per day for each and every day delay beyond the time prescribed to complete the work.

4. MAINTAINING TRAFFIC

The Contractor shall maintain two-way traffic in the work area in accordance with the "Manual of Uniform Traffic Control Devices" (MUTCD), 2010 Edition or as modified, available through the State of California, Department of Transportation, 1900 Royal Oaks Drive, Sacramento, California 95815.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

The contractor shall make every effort to keep driveways open during working hours. After work hours, all driveways shall be accessible and safe. The payment for item shall be included in the bid price for the applicable item of work for which traffic control is performed.

5. NOTICE AND POSTING REQUIREMENTS

CITY shall post and remove temporary "No Parking" signs as needed. Signs shall be in place for at least 48 hours in advance of commencing of work. Signs may be attached to existing poles, parkway trees, or any available support that may exist in the public right-of-way or the contractor may furnish sign supports as may be necessary.

Multiple notices shall be delivered and hung on door handles of each residence and to each business affected by the construction. The format and content of the notices shall be submitted to the Engineer for approval at least 2 weeks prior to use. Notices will be required as follows:

1) A general notice in all cases will be required 2 weeks in advance of work, describing the sequence of activities that will affect parking and access to properties, to be delivered 2 weeks prior to construction. This notice will generally address parking and access for street resurfacing with further details to follow on subsequent notices, except detailed information will be required in this first notice to explain the leveling course portion of the work.
2) A notice prior to ARAM, with specifics about parking and access, to be delivered 48 hours prior to construction.
3) A notice prior to Slurry, with specifics about parking and access to be delivered 48 hours prior to construction.
4) A combined notice about System III, that includes specifics about both ARAM and ARHM-GG overlay to be delivered 48 hours prior to construction.

Notice numbers 1), 2) and 3) shall be delivered for System I and System II. Notice numbers 1) and 4) shall be delivered for System III.

6. CONSTRUCTION AREA SIGNS

The Contractor shall furnish, install, maintain, and remove all construction area signs in conformance with the plans and Sections 12-3.06 of the Standard Specifications.

7. REPAIR EXISTING ROADBED

Where directed by the Director of Public Works, broken or failed, or other unsatisfactory portions of the existing roadbed shall be removed and disposed of and the resulting excavation shall be filled with asphalt concrete pavement in conformance with specifications and to be compensated by applicable bid item.

8. REMOVE PAVEMENT MARKINGS

Existing pavement markers, when no longer required for traffic lane delineation as directed by the Director of Public Works, shall be removed and disposed of.

Full compensation for removing and disposing of pavement markers shall be considered as included in the contract price for the applicable bid item for roadway surfacing and no separate payment will be made therefore.

9. ASPHALT CONCRETE LEVELING COURSE

The work shall consist of installing asphalt concrete Type A ½-inch Hot Mix Asphalt conforming to Section 39 of Caltrans Standard Specifications 2010. The Contractor shall submit for approval to the City Engineer a Caltrans signed and verified Job Mix Formula (JMF) on Caltrans Form CEM 3513, 15 days prior to the beginning of the work.

9.01 Placing

All holes and cracks exceeding 2 inches deep by 5 inches wide by 7 inches long in all 3 dimensions shall be filled with asphalt concrete approved for skin patch compacted level with the top of the existing pavement. All cracks and joints 1/4 inch or greater in width shall be blown thoroughly clear with high pressure air or power broomed clean to a depth of 3/4-inch min. prior to final sweeping just ahead of leveling course.

Tack coat on all feathered areas and cold milled areas shall be SS-1h applied at .48 liters per square meter (.12 gal/sy).

The Contractor shall place asphalt concrete with a self-propelled asphalt paving machine. Contractor shall provide a 20 foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer as a minimum.

Asphalt concrete shall be placed at a minimum thickness of ¾-inch. Non-uniform surface voids or scraped rock surfaces on the surface of the mat behind the screed will be considered indication of aggregate particle conflicts between screed and existing grade, resulting in cessation of paving until adjustment of thickness to provide for a smooth surface is provided to the satisfaction of the Engineer.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.
Rubber tire rollers shall be used on any leveling course.
Join lines between successive runs shall be within 150 mm (6 inches) of lane lines or a minimum of 3.6 m (12 feet) outside of the outer most lane line.

9.2 Compaction

The Contractor shall use the following equipment as a minimum:

One pass with a steel wheeled 2-axle tandem vibratory breakdown roller weighing between 10 tons and 12 tons with wheels whose diameter shall measure a minimum of 40 inches.

Two passes with a pneumatic-tired roller weighing **not less than 12 tons**.

An 8 to 10-ton roller shall perform finish rolling.

9.3 Payment

Payment of this item complete shall be by the English ton for leveling course, and shall be considered to include compensation for all holes and crack preparation as specified in this Section 9 of Special Provisions.

302-9.1 General.

~~ARHM-GG construction on System III streets shall be performed on a different day than on intersections that are not contiguous with a System III street, without written authorization from the Engineer. Non-conformance with this requirement will be cause to pay for tonnage of pavement in all areas on that day at the lowest of the two tonnage prices.~~

10. ASPHALT CONCRETE REPAIRS

10.1 Remove and replace Asphalt Pavement

The work under this item shall include removal and replacement of existing asphalt concrete pavement. Repair locations will be as marked by the Engineer on the existing pavement. The perimeter of all repairs shall be sawcut minimum 3-inches deep.

Asphalt replacement shall be performed the same day as removals.

Asphalt concrete used for remove and replace asphalt pavement shall be 3/4" Maximum, Coarse.

Tack coat for vertical joints on repairs in AC shall be uniformly applied as two coats SS-1h applied uniformly at .64 liter per square meter (.20 gal/SY) each coat.

Compensation for Remove and Replace Asphalt Pavement will be made at the unit price bid per ton of asphalt concrete used for the repairs. The price per ton shall include sawcut, excavation and removal, subgrade preparation, tack coat, and placement and compaction of AC and all incidentals.

10.2 Skin Patch

Areas marked with an "S" shall receive a layer of a fine AC mix on existing pavement. The AC mix design shall be submitted to the Engineer for review and approval at least 5 working days prior to use on the project. Pavement shall be allowed to dry prior to placement of any material and a torch shall be used to evaporate and thoroughly dry out any residual dampness prior to application of tack coat. Tack coat shall be applied in all areas to be paved, but no more than 10 minutes ahead of paving in wet areas. AC skin patch material shall be placed in the depressed area slightly below flush with surrounding pavement. Thorough compaction shall be provided by a walk behind roller or other small roller.

Tack coat on all feathered areas around the perimeter of skin patches shall be .13 gal/SY. It is considered extremely important that material used for feathers be rolled above minimum temperature. Contractor shall provide a heated compartment to maintain temperature of material or bring enough material to maintain temperature of the mass of AC until placement is complete.

The unit price bid per square foot for Skin Patch will be considered full compensation for all preparation, tack coat, materials, placement and compaction of skin patch, including all incidentals.

11. SLURRY SEAL

Construction and materials for Emulsion-Aggregate Slurry shall conform to Subsection 203-5 and 302-4 of the GREENBOOK, except as modified herein.

SECTION 203-5 - EMULSION-AGGREGATE SLURRY

203-5.1 General

Emulsion-aggregate slurry shall be polymer modified.

203-5.2 Materials

Emulsion - aggregate slurry shall be Type II, unless otherwise indicated on the plans, bid schedule or in these specifications. The amount and type of accelerator or retardant used shall be approved by the Engineer, and shall provide for curing sufficiently to support traffic within 2 hours.

Emulsified asphalt shall be CQS-1h.

Prior to the time of delivery of each shipment of asphalt emulsion, the Contractor shall deliver to the City certified copies of the test report for that emulsion. The test report shall indicate the name of the vendor, type and grade of asphalt emulsion, date and point of proposed delivery, quantity, purchase order number, and results of the specified tests. The test report shall be signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the standard specifications and is compatible with the proposed aggregate. Testing shall be accomplished by an accredited materials testing laboratory approved by the Engineer.

Prior to a change of emulsion, Contractor shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between the two emulsions.

Contractor shall schedule and coordinate the delivery of aggregate to the stockpile(s) such that: (1) deliveries originate at the plant and arrive at the stockpile site within normal work hours on the same calendar day, (2) delivery site and project name are explicitly stated on each delivery ticket, (3) successive deliveries on the same calendar day show the cumulative total for that day, (4) copies of all delivery tickets are delivered to the Engineer before the end of the working day, whereas any delivery tickets not so delivered may be rejected by the Engineer. Any deviation from this process must have the prior approval of the Engineer.

203-5.2.1 Polymer Modified Emulsion. Polymer modified emulsion-aggregate slurry shall conform to Table 203-5.2.1(A).
Asphalt emulsions shall be composed of a paving asphalt base uniformly emulsified with water and an emulsifying or stabilizing agent. Polymer modified asphalt emulsions shall also contain a polymer.

The asphalt emulsion shall be homogeneous. Within 30 days after delivery and provided separation has not been caused by freezing, the asphalt

emulsion shall be homogeneous after thorough mixing. The polymer used in the manufacture of polymer modified asphaltic emulsion shall be, at the option of the Contractor, either neoprene, ethylene vinyl acetate, or a blend of butadiene and styrene.

The emulsion supplier shall certify that the asphalt residue contains at least 2.5 percent polymer (dry weight) and that the polymer has either been added as a solid polymer to the base asphalt, or has been added in the form of a latex at the time of emulsion manufacture.

Polymer modified emulsified asphalt shall be kept in a suspended state by an agitating mixer operated every 3 days.

TABLE 203-5.2.1(A)

Requirements for Polymer Modified Cationic Quick Setting Emulsions (PMCQS1h)

Properties	Min.	Max.
Tests on Emulsions		
Viscosity SSF, @ 77 F	15.0	90.0
Sieve Test, %		0.3
Storage Stability, 1 day, %		1.0
Residue by Evaporation	57.0	
Particle Charge	Positive	
Tests on Residue from Evaporation Test		
Penetration, 77 F	40.0	90.0
Ductility, 77 F, cm	40.0	
Absolute Viscosity @ 140 F, poise	2,250.0	
Solubility in Trichloroethylene	97.0	
Quantitative Test for Polymer Content Either;		
Torsional Recovery, %	18.0	
or		
Polymer Content in Residue, wt %	2.5	3.0

203-5.6 Test Reports and Certification. A certification of compliance shall be provided at least 48 hours prior to delivery of emulsion to the project.

Testing shall be accomplished by an accredited materials testing laboratory approved by the Engineer. Tests performed shall provide values corresponding to all parameters set forth in the table of requirements for the materials specified.

302-4 EMULSION-AGGREGATE SLURRY

302-4.1 General. After application, slurry shall be rubber tire rolled in all areas. The work to be done consists of furnishing all plant, labor, materials, tools, equipment and services necessary for the application of emulsion-aggregate slurry upon designated ARAM street surface areas.

302-4.2 Mixing

302-4.2.1 General. Transit mix trucks shall not be used.
Contractor shall arrange with the City for appropriate areas for stockpiling and batching. The stockpile areas shall be thoroughly cleaned, removing all excess material and all material contaminated by spilled oil, and left with a neat, orderly appearance upon completion of slurry operations in that area. Stockpiles shall be covered as necessary to prevent contamination by all materials including excessive moisture. No equipment or materials shall be stored in the public right-of-way.

All trucks which the Contractor proposes to use that exceed the legal load limit will be required to have overweight permits from the Agency.

Loaders used to load spreader trucks shall be equipped with functioning weighing devices with weight read-outs. The weight of each loader bucket added to a spreader truck shall be logged in writing by Contractor's personnel after each bucket load.

Prior to the beginning of slurry operations, Contractor shall furnish, at no cost to the Agency, a current licensed weigh master's certificate indicating the net weight capacity of the aggregate bin.

Contractor shall supply the Engineer with licensed weigh master's certificates of weights for all aggregate delivered to the job during the course of each day. Aggregate so certified as being delivered for use in the contract shall be used only in the slurry mixture for this contract. Contractor shall also present weigh master's certificates for the amount of such aggregate remaining unused at the completion of the contract at no cost to the Agency. Payment shall be determined by deducting the amount of unused aggregate from the total amount of aggregate delivered, all as shown on the licensed weigh master's certificates. The certificates shall be presented to the Engineer on the same day the aggregate is delivered.

Water (excluding that water in the emulsified asphalt) shall be added at a rate of from 5 to 10 percent by weight of dry aggregate to ensure proper dispersion of the emulsified asphalt and proper workability, while (1) avoiding excess water which would allow separation and settlement of the

aggregate, (2) avoiding insufficient water which would result in balling and coagulation in the mixer, and (3) permitting uncontrolled vehicular traffic as specified herein. The exact rate will be determined by the Contractor based upon field conditions subject to approval of the Engineer.

302-4.2.2 Continuous-Flow Mixers. The mixing unit shall be equipped with a fines feeder for addition of accelerator.

The spreader box shall be equipped with a suitable drag to erase ridges. A minimum 2-foot length of burlap material shall be attached to the entire width of the drag. The spreader box shall be equipped with a steering device.

The slurry spreader box shall be maintained in a good state of repair at all times. The spreader box main strike off squeegee (rubber) shall be new at the beginning of the contract and shall be maintained in a good state of repair throughout the contract.

Equipment shall be available for inspection before the beginning of the contract and again before work is to be accomplished.

302-4.3 Application

302-4.3.1 General. The first paragraph of Subsection 302-4.3.1 of the Standard Specifications is hereby deleted and replaced with the following:

The work shall consist of preparation, mixing asphaltic emulsion, aggregate, accelerator and water, and spreading the mixture on the pavement where shown on the plans. Type II slurry shall be applied at a rate yielding a minimum 1,200 square feet per extra long ton.

Actual spread rates shall be approved by the Engineer.

302-4.3.1.1 Preparation.

Slurry shall not be applied over any manhole, valve, survey monument, or miscellaneous frames and covers. Any material used to protect such devices shall be removed and disposed of lawfully by the Contractor.

302-4.3.2 Spreading. The first sentence of Subsection 302-4.3.2 is hereby deleted and replaced with the following:

Slurry seal shall be placed only when the ambient temperature is above 50 degrees Fahrenheit and rising. No slurry will be placed during inclement weather or the threat of. Contractor will bear the responsibility of that may arise from non- cancellation.

Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, and sufficient laborers for any handwork and cleanup.

Prior to commencement of work, Contractor shall perform test sections for review and approval by the Engineer. The area of the test sections shall be at least 5,000 square feet. The section locations shall be in the area of the work, to be specified prior to construction. In no case will the Contractor begin operations until the test sections have adequately cured and he has received written approval by the Engineer. The approved mix design and test section shall be considered the standard for the operation.

No slurry seal shall be placed on a wet street or crossing without the Engineer's consent.

Intersections and commercial driveways shall be completed in two parts to allow ingress and egress to traffic. Sand may be spread over the fresh slurry only with the permission of the Engineer.

All slurried streets shall be fully swept 5 to 8 days after slurry is complete, with residual material removed to a legal disposal site.

The cost of cleanup and/or damage caused by vehicles tracking through the slurry seal will be born solely by the Contractor.

302-4.3.2.1 Rubber Tire Rolling. Rolling shall be performed with two complete coverages by a 12-ton nine-wheel rubber tired roller with a tire pressure of 50 psi. Rolling shall be performed after slurry and as soon as it sets up enough to support the roller and not pick up on the tires.

Areas of shade on the pavement that set up more than 10 minutes later than other areas shall be rolled separately, but as soon as they set up sufficiently to meet the requirements herein. Insufficient rubber-tire rollers to meet these requirements shall be cause for termination of slurry operations until rolling can keep pace with slurry spread.

302-4.4 Public Convenience and Traffic Control. The spreading schedule shall list the streets in order of proposed application and denote which streets are to be completed each day.

Traffic control with ample barricades, flaggers, standard regulatory and warning signs, no parking signs, etc., shall be provided to protect the uncured slurry surface from all types of traffic. Any damage to the uncured slurry is the responsibility of the Contractor. Traffic control plan shall be submitted to and approved by the City Director of Public Works prior to commencing work. The Contractor's work will be done on successive adjacent streets during the same day of the operation. Adequate means shall be provided to protect the slurry seal from damage by traffic for a

minimum of four (4) hours of application or until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by tires of vehicles.

Temporary "No Parking" signs shall be posted at least 48 hours in advance of the work. The signs shall be placed no more than 100 feet apart on each side of the street and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of the signs. All signs shall be removed within 48 hours after the effective date.

Contractor shall provide barricades and other traffic control devices as necessary to eliminate traffic on areas of fresh slurry that might sustain damage from such traffic. Any tracking of slurry seal on private property will be the responsibility of the Contractor to correct. Contractor shall sweep the streets for five (5) consecutive days after application of the slurry.

Slurry seal shall not be spread on the trash pickup day of each respective street.

Temporary striping devices shall be provided on all lane lines covered by slurry.

302-4.5 Measurement and Payment. The second paragraph of Subsection 302-4.5 of the Standard Specifications is hereby deleted and replaced with the following:

The contract unit price per square yard shall be considered to include full compensation for furnishing emulsion, polymer as specified, accelerator or retardant and water, and all preparation, traffic control, rubber tire rolling where specified, and other incidentals described in the work and no additional compensation will be provide therefor.

12. ASPHALT-RUBBER HOT MIX – GAP GRADED (ARHM-GG)

ARHM Material shall conform to 203-11 of the GREENBOOK as modified herein and Section 39 of Caltrans Standard Specifications 2010. The Contractor shall submit for approval to the City Engineer a Caltrans signed and verified Job Mix Formula (JMF) on Caltrans Form CEM 3513, 15 days prior to the beginning of the work.

ARHM Construction shall conform to 302-9 of the GREENBOOOK as modified herein.

203-11 ASPHALT-RUBBER HOT MIX (ARHM) WET PROCESS.

203-11.2 Materials.

203-11.2.3 Crumb Rubber Modifier (CRM).

The third and the last sentence of the first paragraph of Subsection 203-11.2.3 are hereby deleted and replaced with the following:

The high natural rubber shall be a single source material and not a blend of more than one source. The high natural CRM shall not be tire rubber. A minimum 2-ounce unground and ungranulated sample of the base stock shall be provided, along with a minimum 4-ounce ground or granulated sample. Contractor shall pay for any failed chemical analysis tests.

The fifth paragraph of Subsection 203-11.2.3 is hereby deleted and replaced with the following:

The percentage of high natural CRM shall be equal to 1000 divided by the percentage of natural rubber in the high natural CRM (using whole number percentages), e.g., 1000/40 percent equals 25 percent. The remainder of CRM shall be scrap tires.

The maximum value for Natural Rubber Content in Table 203-11.2.3(B) is hereby deleted.

The sixth (last) paragraph of Subsection 203-11.2.3 is hereby deleted.

203-11.2.4 Aggregate. The text of Subsection 203-11.2.4 is hereby deleted and replaced with the following:

The aggregate for ARHM shall conform to the "quality requirements" for asphalt concrete Type A as specified in Caltrans Standard Specifications, except for the following:

Maximum LA Rattler value at 500 revolutions shall be 35.

Eighty-five percent of coarse aggregate shapes shall be "proportioned particles", a proportioned particle being defined as a particle having a minimum dimension greater than ½ the maximum dimension as measured with a caliper. The percentage of proportioned particles shall be tested by California Test 205 with the words "proportioned particles" substituted for "crushed particles".

California Test 205, Section D, definition of a crushed particle hereby revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle".

203-11.3 Composition and Grading.

The aggregate for Asphalt-Rubber Hot Mix (ARHM-GG) shall conform to following gradations, which shall be considered included as additional columns in Table 203-11.3(A):

½-inch RHMA-G

Sieve Sizes	TV limits	Allowable tolerance
¾"	100	–
½"	90-100	TV ± 6
3/8"	83-87	TV ± 6
No. 4	28-42	TV ± 7
No. 8	14-22	TV ± 5
No. 200	0-6.0	TV ± 2

No mineral filler or material from sand or rock dust bins shall be included in the mix.

The gradation ranges shown in Table 203-11.3(A) shall be considered the Contract Compliance Range. The Operating Range for the ½" sieve shall be the full contract compliance range. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside both limits of the Contract Compliance Range. If gradation-testing results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARHM may be continued for the remainder of the day. However, another day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

Except for the No. 200 sieve, it is the intent of the Specifications that the target percentage be the central value in the Contract Compliance Range.

The asterisk noted under Table 203-11.3(A) is hereby deleted and replaced with the following:

> Once the percent asphalt-rubber binder is determined by the mix design, the tolerance shall be +/-0.5% as determined by California Test Method 382, and this tolerance shall be considered to include all sampling and testing tolerances. Variations of binder content on this basis at or exceeding +/- 0.5% from the mix design will be cause to terminate paving operations until changes to provide specified tolerances are verified and approved by the Engineer.

Any change in source of aggregate supply requires 2 weeks advance notice in writing to the Engineer, and submittals and testing in conformance with specifications for a new mix design. No single bin shall receive aggregate from more than one source. Contractor shall provide a copy of aggregate delivery tickets for aggregate delivered for use on the project.

The amount of asphalt-rubber binder to be mixed with the aggregate for Asphalt-Rubber Hot Mix Type GG will be determined by the Engineer using the samples of aggregates furnished by the Contractor in conformance with the provisions in Section 39-3.03, "Proportioning," of the Standard Specifications. The Engineer will determine the exact amount of asphalt-rubber binder to be mixed with the aggregate in conformance with the provisions in California Test 368 with the following

exceptions. The aggregate shall be mixed with PG 64-16 paving asphalt and the optimum bitumen content shall be determined in conformance with the test procedure. The optimum binder content for Asphalt-Rubber Hot Mix Type GG shall then be determined using the following formula:

A. $OBC_2 = (OBC_1) \times 1.20$
B. OBC_1 = Optimum bitumen content using PG 64-16 paving asphalt
C. OBC_2 = Optimum bitumen content using asphalt-rubber binder

The asphalt-rubber binder content of the Asphalt-Rubber Hot Mix Type GG will be determined by California Test Method 382.

203-11.4 Mixing.

The third paragraph of Subsection 203-11.4 is hereby deleted and replaced with the following:

The proportions of the materials, by total weight of asphalt-rubber binder, shall be 80 percent combined paving asphalt and asphalt modifier, and 20 percent CRM. The temperature of the blended asphalt and modifier shall be between 190 degrees C (375 Fahrenheit) minimum and 226 degrees C (440 Fahrenheit) maximum when the CRM is added. The temperature shall not exceed 6 degrees C (10 Fahrenheit) below the actual flash point of the mixture. The CRM shall be combined and mixed together in an asphalt-rubber mechanical blender meeting the requirements of 203-11.5. The combined asphalt and CRM shall be pumped into a reaction tank or distributor truck meeting the requirements of 203-11.5, Item 3A). The required mixing/reaction time shall be **90** minutes minimum. The temperature of the asphalt-rubber mixture shall be between 194 degrees C (**380** Fahrenheit) minimum to 218 degrees C (425 Fahrenheit) maximum during the reaction period.

After reacting, the asphalt-rubber binder shall conform to the requirements in Table 203-11.4(A). The minimum reaction period shall be the time from complete incorporation of materials into the mix to the time that the asphalt-rubber meets all specifications for reacted material, but no less than 90 minutes. Once established, the minimum reaction period shall remain unchanged, unless there are changes in materials or equipment that may affect rubber digestion, in which case a new reaction period shall be established per specifications. The Engineer's decision shall be final for determination of the minimum reaction period.

All material shall be tested for viscosity and verified as to complete reaction prior to transfer to any storage tank or use of the reaction tank for feet to the hot mix plant. Material reacted lower than specified temperature, but above 185 degrees C (365 F), or transferred to a storage tank prior to completion of reaction as specified, shall be reacted for total period of 3 hours prior to use. Any such transfer shall be described in the comments column of the Asphalt-Rubber Batch Log.

Inability to maintain reaction temperatures above specified minimums will be cause to terminate paving operations. Contractor is reminded that if the reaction tank does not have a gas retort heating system capable of raising the temperature of its contents at least 20 degrees per hour, there exists the inherent potential for such below

minimum temperatures to become an irreversible condition. **Certification was previously provided at time of bid opening in the bid that the asphalt-rubber hot mix plant owner, the paving subcontractor, and asphalt-rubber supplier have been made fully aware of these provisions.**

Contractor shall test viscosity and record the following information for every tank of asphalt-rubber prior to being transferred to storage or directed to feed to the hot mix plant:

1) Temperature of stored asphalt cement material at time of loading
2) Time at which the reaction tank is fully loaded
3) Tons of asphalt-rubber added to the tank for the batch
4) Total asphalt-rubber in the tank after loading
5) The beginning time of reaction (Fully loaded and above 380° F)
6) Binder temperature at time of sampling
7) Temperature of tested material
8) Viscosity reading
9) Time of viscosity test (All test results must be prior to use.)

If more than 20% of a batch is holdover material, the reaction time may be reduced, but a line item must be provided on the Asphalt-Rubber Batch Log showing items 6), 7) and 8) for a test just prior to loading new material. Reaction shall be considered to begin after all material is added. If more than 20% is holdover material, reaction time can be reduced to the fraction of total material that is holdover material, times 90 minutes, but shall be no less than 20 minutes.

A copy of the Asphalt-Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the City within 1 1/2 hours of ending production of ARHM for the day. To fit 8 ½ x 11-inch sheets, the circle chart may be faxed in 2 parts with an overlap. See Subsection 203-11.5 for circle chart requirements.

The Maximum value for Haake Field Viscosity @191 degrees C (375 degrees Fahrenheit) in Table 203-11.4(A) is hereby changed to 2400 Centipoise.

The first fully reacted passing sample on each batch, prior to transfer to storage or converting to feed to the ARHM mix plant shall be poured into a clean gallon can that has been pre-certified by the Engineer. It shall be the responsibility of the contractor to ensure that sufficient sample cans with lids are at the plant, such that the can be pre-certified at least three days prior to use. If the Engineer is not at the plant at start up, the Engineer will provide certified labels, which are pre-numbered and signed by Engineer to be affixed to the cans as they are consecutively used by number.

The Contractor shall conduct sampling such that the pre-certified sample can numbers correspond to the batch numbers beginning with one at the start of the project, increasing consecutively with each batch, without restarting the count at any point. After testing and recording the information for the batch, the corresponding pre-certified sample can shall be filled and stored for the duration of the project or until the Engineer takes possession of the can.

203-11.4.1 The second and third sentences of Item Number 3 under Test Procedure is hereby deleted and replaced with the following:

In one continuous operation, turn off the spindle rotation, remove the spindle vertically from the binder (after heating), discontinue stirring the binder and immediately insert the spindle back into the center of the binder to full immersion and wait 5 seconds. While holding the viscometer level, turn the spindle on and watch the needle on the viscometer dial and record the maximum value obtained on the dial.

203-11.5 Equipment for production of Asphalt-Rubber.

Add the following to Item 3) of 203-11.5:

A) Reaction Tank. The asphalt-rubber material shall be held in a reaction tank separate from the storage tank feeding the ARHM plant, until the reaction is complete. The reaction tank shall have agitation sufficient to increase the viscosity of the mixture to a peak viscosity reading at least 20 percent higher than the viscosity reading of the material measured at a time that the material otherwise meets specifications for reacted material. The time of reaction may be extended as needed to produce this result. It shall be the responsibility of the Contractor to demonstrate to the Engineer through viscosity readings at appropriate times that the equipment conforms to these requirements. If this cannot be demonstrated, the reaction time shall be 3 hours. Once established, the reaction time shall be the minimum time for reaction unless there are changes in materials or equipment, in which case a new reaction time shall be established per specifications. The Engineer's decision shall be final.

The reaction tank shall have a functioning paper circle chart thermometer device, which shall record tank temperatures whenever asphalt-rubber is in any stage of production. Seven days before production of asphalt-rubber starts, the Contractor shall provide the Engineer approximately double the number of charts estimated to be needed to produce the necessary binder quantity. These charts will be numbered and signed by the Engineer and returned to the Contractor prior to start of production. These signed and numbered charts shall be used throughout production of the asphalt-rubber binder. Charts shall be used in the consecutive order as numbered by the Engineer beginning with number one, and shall be returned weekly after use to the Engineer. Charts will be identified with the date they were used by the Contractor at time of installing on the equipment, and shall be identified as to the tank to which they were attached. Production of asphalt-rubber shall be terminated if this procedure is not followed and will not be restarted until

Contractor demonstrates to the Engineer that it is capable of complying with this requirement.

At the start of each production day, the paper chart shall be replaced with a new signed, dated and numbered sheet, the lead scribe shall be sharpened or ink well filled, and the circle chart shall be calibrated against a sample of material drawn early from the first batch of the day. Any calibration adjustments shall be recorded in the appropriate space provided on the batch log sheet. A spare functional circle chart device shall be at the plant at all times for immediate installation should failure occur on a circle chart device being used. Calibration shall be performed as part of such installation. The lack of a functional circle chart device on the reaction tank shall be cause to terminate production of asphalt-rubber binder. A blunt lead scribe or low ink, or a paper chart used on a prior day will be considered to render the device non-functional.

B) Storage Tank. After a complete reaction is verified by viscosity readings acceptable to the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant. No material shall be transferred to the storage tank feeding the plant until reaction is complete in the reaction tank.

302-9 Asphalt-Rubber Hot Mix (ARHM).

302-9.1 General.

ARHM-GG construction on system III streets shall be performed on a different day than on intersections that are not contiguous with a system III street, without written authorization from the Engineer. Non-conformance with this requirement will be cause to pay for tonnage of pavement in all areas on that day at the lowest of the two tonnage prices.

ARHM-GG shall be complete in all areas prior to slurry.

Tack coat material for overlay shall be SS-lh applied at a rate of 0.32 liter per square meter (0.08 gal/SY) on all areas except on ARAM, where tack coat shall be at a rate of 0.24 liter per square meter (0.05 gal/SY).

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

302-9.2 Mixing Binder with Aggregate.

For drum plants, the system shall run fully automatic with the only input to the AC plant computer being information transmitted automatically from a Corealis mass flow meter on the line of the asphalt-rubber feed to the AC plant. All automatic shutdown features of the AC plant shall be fully functional.

302-9.4 Distribution and Spreading.

The ambient temperature shall not exceed 105F at time of placing ARHM.

The temperature of ARHM shall be minimum 290 degrees Fahrenheit directly behind the paving machine and high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 240 degrees Fahrenheit.

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soy bean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Raking of ARHM shall be eliminated as much as possible. ARHM material shall not be cast across the mat under any circumstance. Raking shall be just enough to set up edges for uniform joins without casting material. Screed controls shall be the predominant means of controlling material at joints. In areas where paving machines can not be used due to space constraints, material shall not be thrown by shovels. Material shall be removed directly from the paving machine hopper and shall be placed directly in its final location, to be distributed with minimal raking. Material may be dumped directly from a truck, but further material distribution shall be by shovel directly to its final location with minimal raking. A small rubber tire tractor with a screed type attachment may be used to spread a pile dumped from a truck, but raking shall be minimized after spreading.

The paving machine screed shall not be pulled across an area already paved with ARHM, even adjacent to narrow areas to be paved. Such narrow areas shall have ARHM distributed by methods specified by shovel or rubber tire tractor, unless the adjacent area has hardened enough and will not be significantly marred by passing the screed over it. Even if hardened adequately, Contractor shall spread rock dust by hand tools to avoid cohesion of the ARHM in the screed to the existing surface of such areas of freshly cured ARHM.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

Transverse cold joints shall be provided such that longitudinal joints are not left exposed at the end of the workday.

Contractor shall provide 20 foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

302-9.5 Rolling.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Join lines between successive runs shall be within 150 mm (6 inches) of lane lines or a minimum of 3.6 m (12 feet) outside of the outer most lane line.

Initial breakdown rolling shall be static. Breakdown roller shall make two passes over all areas. A pass shall mean one passage of the roller over an area.

An intermediate roller of the same or greater width than the breakdown roller shall be rolling directly behind the breakdown roller at all times, and paving shall cease if intermediate rolling is terminated for any reason. Additional intermediate rollers may be necessary depending on production rates. Intermediate roller shall make 2 passes unless otherwise directed or approved by the Engineer.

The rolling pattern shall be approved by the Engineer and once established, the rolling pattern shall remain consistent, unless conditions change and a modified rolling pattern is needed to conform to specification. Engineer shall be notified immediately on change of rolling pattern.

All finish rolling shall be performed by a separate finish roller.

To ensure optimum quality control, the use of more than one paver must be approved in advance by the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the Standard Specifications and this Subsection 302-9.5 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

A finish roller shall be provided in addition to intermediate rolling to perform all finish rolling, such that the intermediate roller can stay immediately behind the breakdown roller at all times.

302-9.6 Rock Dust Blotter. The second sentence of Subsection 302-9.6 is hereby deleted and replaced with the following:

Rock dust blotter shall be washed concrete sand per Fine Aggregate in Section 90, spread at rate of 2 to 3 pounds per square yard as necessary to maintain traffic at the direction of the Engineer. Excess sand spread on adjoining areas to receive ARHM-GG shall be thoroughly swept before spreading any binder.

12.01 Warranty

The Contractor shall warranty the materials and workmanship of the Asphalt-Rubber Hot Mix (Type GG), for a period of 365 days, and shall repair defects identified during the warranty period, in conformance with these special provisions. The warranty period shall start upon acceptance of the pavement.

During the warranty period, should an area of ARHM (TypeGG) be found to bedefective, the Engineer will notify the Contractor in writing of the areas to be repaired. The Contractor shall complete the repairs within 60 days from the date of the notification letter, unless the Engineer determines that weather conditions are unsuitable, in conformance with the provisions in Section 8-1.06, "Time of Completion," of the Standard Specifications, for completing the repair work, in which case the Engineer will allow additional time for completion of the repairs.

The Engineer shall decide all questions which arise as to the performance of the Asphalt-Rubber Hot Mix (Type GG) during the warranty period and as to the acceptable fulfillment of the warranty, in conformance with the provisions in Section 5-1.01, "Authority of the Engineer," of the Standard Specifications.

Construction area signs, shown on the plans, shall be removed upon completion of the contract item work, except for work required by the warranty. During the warranty period, the Contractor shall place and maintain signs in conformance with Section 12-3, "Traffic-Handling Equipment and Devices," of the Standard Specifications and these special provisions. Signs shall be, at the Contractor's option, either stationary mounted or portable signs conforming to the provisions in "Construction Area Signs" of these special provisions.

At least 7 days prior to beginning placement of the leveling course under the Asphalt-Rubber Hot Mix (Type GG), the Contractor shall submit to the Engineer a written list of existing defective areas, identifying the lane direction, lane number, starting and ending highway post locations and defect type. Within 7 working days of receiving the list of existing defective areas, the Engineer will review the list and provide the Contractor written approval or revisions of the areas, as being excluded from the warranty.

Alligator pavement shall mean areas of pavement surrounded by cracks on the full perimeter where the maximum dimension of the area within the perimeter is less than 10 inches, and such areas are multiple and clustered together contiguous to each other. Defects in the existing surfacing which may qualify areas for exclusion from the warranty include: Rutting greater than 9mm in combination with flushing of surface pavement as flushing as defined herein in more than 10% of the rutted area; rutting greater than 9 mm in combination with alligator cracking in more that 15% of the rutted area; patches of cold mixed asphalt concrete placed within the last 12 months. Rutting that shall be excluded from the warranty is defined as a longitudinal depression in the wheel path that, when measured by placing a straightedge 3.6 ± 0.06-m long on the finished surface and perpendicular with the center line, varies more than 9 mm from the lower edge of the straightedge, in combination with alligator cracking or flushing in the percentages described above. Segments of the project excluded from warranty for rutting or cracking shall be warranted for the other criteria. Segments repaired by the Contractor shall be warranted for all criteria. Placement of the Asphalt-Rubber Hot

Mix (Type GG) shall not begin until the Engineer has approved the list of existing defective areas, and repairs included in the contract have been made. The Asphalt-Rubber Hot Mix (Type GG) placed over areas shown on the plans or designated by the Engineer to be repaired shall be warranted.

When it is anticipated that there will be a suspension of work of more than 120 days, the Contractor may request in writing that a separate warranty period be established for the portion of Asphalt-Rubber Hot Mix (Type GG) already completed. If the Engineer determines that the designated portion of Asphalt-Rubber Hot Mix (Type GG) work has been completed in conformance with the requirements of the contract, the Engineer will recommend that the Director relieve the Contractor of the duty of maintaining and protecting the designated portion of Asphalt-Rubber Hot Mix (Type GG) work in conformance with the provisions in Section 7-1.15, "Relief from Maintenance and Responsibility," of the Standard Specifications, except for work required by the warranty, and the Engineer will notify the Contractor in writing of the date of the start of the separate warranty period and the date on which the separate warranty period will be complete. The relief from maintenance and responsibility shall apply to the designated portion of Asphalt-Rubber Hot Mix (Type GG) only, and does not constitute completion of a contract item of work. Upon completion of the separate warranty period, no further work will be required on the designated portion of Asphalt-Rubber Hot Mix (Type GG). No separate interim estimate will be prepared for the designated portion of Asphalt-Rubber Hot Mix (Type GG). No more than one separate warranty period will be allowed during the contract.
The following criteria for identifying defective material placed by the Contractor shall apply to the Asphalt-Rubber Hot Mix (Type GG) during the warranty period:

A. Rutting consists of a longitudinal surface depression in the wheel path which is, when measured by placing a straightedge, 3.6 ¨ 0.06-m long on the finished surface and perpendicular with the center line varies more than 9 mm from the lower edge of the straightedge for a 20-m length.

B. Raveling consists of the separation of the aggregate from the binder.

C. Flushing consists of the occurrence of a film of bituminous material on the surface of the rubberized asphalt concrete (Type GG) which results in a coefficient of friction of less than 0.30, determined in conformance with the requirements in California Test 342.

D. Delamination consists of the loss of the bond between the layers of pavement.

E. Pot holes consist of the loss of Asphalt-Rubber Hot Mix (Type GG) material, between 0.008-m^2 and 0.5-m^2.

Lengths of each lane with rutting in the Asphalt-Rubber Hot Mix (Type GG) shall have the 20-m length area repaired. Areas in the Asphalt-Rubber Hot Mix (Type GG), of raveling, flushing or delamination that are greater than 0.5-m^2, and pot holes shall be considered defective and shall be repaired.

Areas of rutting, raveling, flushing and delamination to be repaired shall be removed to 25 mm depth of the Asphalt-Rubber Hot Mix (Type GG), by cold milling in conformance with these special provisions, for the full lane width and the length of the area determined to be defective, plus 2 m on each end measured along the lane line. The area planed shall then be repaired by placing Asphalt-Rubber Hot Mix (Type GG) in conformance with the provisions in "Asphalt-

Rubber Hot Mix (Type GG)" of these special provisions, produced by the same plant and aggregate source as original ARHM-GG.

If the area between 2 consecutive repairs, except repairs of pot holes is less than 6 m in length, measured along the lane line, that area shall also be repaired.

If the total length of repairs, measured along the lane line, exceeds 60-m of any 300 meter length of a lane or shoulder, an additional layer of Asphalt-Rubber Hot Mix (Type GG) in conformance with the provisions in ASPHALT-RUBBER HOT MIX – GAP GRADED (ARHM-GG) of these special provisions, 30 mm in thickness, shall be placed on that 300 meter length on lanes and shoulders. If a continuous area of 60 m or more in length, within that 300 meter length, has not been repaired and does not contain defective areas, the additional layer of Asphalt-Rubber Hot Mix (Type GG) will not be required on that area. If placement of the additional layer will interfere with the location, clearances or function of highway facilities, areas requiring the additional layer shall be removed to the full depth of the Asphalt-Rubber Hot Mix (Type GG), by cold milling and Asphalt-Rubber Hot Mix (Type GG) shall be placed in conformance with the provisions in ASPHALT-RUBBER HOT MIX – GAP GRADED (ARHM-GG) of these special provisions and as shown on the plans.

Areas of rutting, raveling, flushing, delamination, or pot holes which create a condition hazardous to traffic shall be temporarily patched by placing a layer of commercial quality paving grade asphalt concrete over the defective area, or filling pot holes with that material, to provide a temporary traveling surface, or shall be repaired as specified above.

The Contractor shall begin placing temporary patches within 2 days after notification of the condition by the Engineer and shall complete the work within 3 days of that notification.

Upon 3 days after notification of the Contractor, the Engineer may make or cause to be made the needed temporary patches and provide a detailed billing to the Contractor for the work.

The Contractor shall reimburse the City for the work within 60 days of receipt of the billing, or the costs may be deducted from any moneys due or to become due the Contractor under the contract. If the total area of temporary patching placed or to be placed exceeds 5 percent of any 100-m length of a lane or shoulder, the entire lane or shoulder for that 60-m length shall be repaired as specified above, and the temporary patches previously placed in that 100-m length shall be removed prior to placing the repair.

Temporary patches greater than 0.5-m^2 in area shall be removed and a repair placed within 20 days after expiration of the warranty period. If the Engineer determines that a temporary patch provides an acceptable traveling surface, the patch may remain in place.
As an alternative to the materials and methods specified above for repairs and temporary patches, the Contractor may use other materials or methods which will provide performance equal to or better than the Asphalt-Rubber Hot Mix (Type GG) placed in conformance with the provisions in "Asphalt-Rubber Hot Mix (Type GG)" of these special provisions, if the alternative materials and methods are approved in writing by the Engineer, except no alternative to removing the full depth of the Asphalt-Rubber Hot Mix (Type GG) specified herein will be allowed for areas of flushing.

Should the Contractor fail or refuse to comply with the requirements of the warranty, the Engineer may make or cause to be made the needed repair work and provide a detailed billing to the Contractor for the work. The Contractor will be charged the cost for the work. This charge will be deducted from any payments due or to become due the Contractor.

Temporary patches and repairs made or caused to be made by the State, due to the Contractor's failure to comply with the requirements of the warranty, shall not void the warranty of the Asphalt-Rubber Hot Mix (Type GG). The Contractor shall continue to warranty the Asphalt-Rubber Hot Mix (Type GG), including areas patched or repaired by the Contractor or by the State, for the remainder of the warranty period.

Warranty will be paid for on a lump sum basis. The contract lump sum price paid for warranty shall include full compensation for providing a warranty for Asphalt-Rubber Hot Mix (Type GG) and for furnishing labor, materials, tools, equipment, and incidentals, and doing the work involved in repairing defective areas in the Asphalt-Rubber Hot Mix (Type GG), including job site inspection, placement and removal of temporary patches, cold planing, repair ofdefective areas, sealing cracks and replacement of traffic stripes, pavement markings and pavement markers obliterated by patches and repairs, as shown on the plans or described in the specifications, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Payment for the warranty item will be made in 10 equal payments. The first payment will be made on the third progress payment date after the warranty period begins, and subsequent payments will be made monthly thereafter. Retention payment for the remainder of the work will be made under normal procedures and within normal timeframes; the payment for Warranty will be independent of other payments including retention. Ten percent retention for any Warranty work actually performed based on estimate of cost by the Engineer will be withheld until 35 days after the Warranty period has expired.

Full compensation for furnishing construction area signs required for the direction of public traffic through or around the work during the warranty period and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at locations shown on the plans, during the warranty period, shall be considered as included in the cost for warranty and no separate payment will be made therefor.

13. ASPHALT-RUBBER AGGREGATE MEMBRANE (ARAM) SURFACING AND INTERLAYER

ARAM shall conform to Subsection 302-10 of the GREENBOOK, except as modified herein and Caltrans "Material Plant Quality Program" (MPQP) dated July, 2008 with Errata dated October 3, 2011.

302-10 Asphalt-Rubber Aggregate Membrane (ARAM)

Where ARAM is to be placed directly on existing pavement, pavement preparation shall include the following preparation.

Areas as directed by the Engineer shall be skin patched in conformance with Subsection 10.02 of these Special Provisions.

Cracks shall be treated as follows:

A singular crack shall be considered to be a crack on the perimeter of an otherwise uncracked asphalt pavement area exceeding 4 feet in minimum dimension. Cracks not fully interconnected in forming a complete perimeter shall be considered singular cracks, unless the maximum dimension across the partial perimeter between cracks can be measured as less than 4-feet. Such pavement area is defined by the cracks forming its perimeter. 1) Contractor shall spray all weeds in cracks with Monsanto brand Roundup, a minimum of 2 weeks prior to paving. All weeds shall be resprayed if rain occurs within 48 hours after application; 2) all holes and cracks exceeding 1.5 inches wide shall be filled with asphalt concrete approved for skin patch compacted level with the top of the existing pavement; 3) all cracks and joints 1/4 inch or greater in width shall be blown thoroughly clear with high pressure air or power broomed clean to a depth of ¾-inch minimum immediately ahead of the crack filling operation; and 4) all joints and singular cracks between 1/4 inch and 1.5 inches in width shall be filled with Crafco Polyflex III or equal. Filler shall be within 1/8 inch below and flush with existing pavement surface and **shall be thoroughly squeegeed,** as necessary, to attain this result.

All crack preparation shall be performed after cold milling.

Payment for crack filling will be compensated by the lump sum bid item for crack filling. All other preparation work related to crack preparation, including weed killing and power brooming or blowing out cracks will considered included in the unit price bid for ARAM per square foot.

302-10.1 Application

The maximum viscosity of asphalt-rubber material in Table 203-11.4(A) shall be 2400 Centipoise.

The maximum ambient temperature for placement of ARAM shall be 105F.

Temperature of asphalt-rubber spread for ARAM shall be between 395F and 425F.

Asphalt-Rubber shall conform to Subsection 203-11 of GREENBOOK including modification of that section included in these Special Provisions.

Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer.

Item 4. of the second paragraph of Subsection 302-10.1 is hereby deleted and replaced with the following:

Material shall be applied at a rate between 2.5 and 3.0 Liters per square meter (.60 to .70 gallons per square yard) as directed by the Engineer.

The first sentence of the third paragraph of Subsection 302-10.1 is hereby deleted and replaced with the following:

> The asphalt-rubber mixture may be applied to the roadway immediately after mixing and reacting at a temperature between 201 C (395 F) minimum to 218C (425 F) maximum.

Reference is made to Subsection 7-1.01F Air Pollution Control whereby Contractor shall comply with all air pollution rules and regulations.

302-10.2 Screenings The first sentence of the first paragraph of Subsection 302-10.2 is hereby deleted and replaced with the following:

Following application of asphalt-rubber, screenings shall be placed overall areas receiving asphalt-rubber. Screenings shall conform to quality requirements of Class A aggregate with the following modifications: Maximum LA Rattler value at 500 revolutions shall be 35.
Eighty-five percent of coarse aggregate shapes shall be "proportioned particles", a proportioned particle being defined as a particle having a minimum dimension greater than ½ the maximum dimension as measured by caliper. Percentage of proportioned particles shall be determined by California Test 205 with the words "proportioned particles" substituted for "crushed particles".

California Test 205, Section D, definition of a crushed particle is revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle".

The aggregate for screenings shall conform to following gradations:

Sieve Size	Percent Passing
¾"	100
½"	95-100
3/8"	70 -85
No. 4	0-10
No. 8	0-3
No. 200	0-1

No mineral filler or material from sand or rock dust bins shall be included in the mix.

The gradation ranges shown for screenings shall be considered the Contract Compliance Range. The Operating Range for the ½" sieve shall be the full contract compliance range. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside both limits of the Contract Compliance Range. If gradation-testing results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARAM may be continued for the remainder of the day. However, another

day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

Except for the No. 200 sieve, it is the intent of the Specifications that the target percentage be the central value in the Contract Compliance Range.

Any change in source of aggregate supply requires 2 weeks advance notice in writing to the Engineer, and submittals and testing in conformance with specifications for a new mix design. No single bin shall receive aggregate from more than one source. Contractor shall provide a copy of aggregate delivery tickets for aggregate delivered for use on the project.

Trucks for hauling cover material shall be tailgate discharged and shall be equipped with a device to lock onto the hitch at the rear of the aggregate spreader. Haul trucks shall also be compatible with the aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short an apron resulting in aggregate spillage while dumping into the receiving hopper.

Screenings shall be coated completely black on the full particle surface with PG 64-16 asphalt at a central mixing plant to prevent free dust, and shall be preheated 127C (260F) to 163C (325F).

Screenings shall be placed at a rate between 32 and 40 pounds per square yard.

All rollers shall be operational at all time unless full roller coverage is complete and cessation of rolling is authorized by the Engineer. The spreader shall not stop over an area of rocks that are spread but not rolled. The spreader shall clear all areas to allow rollers to complete roller coverage without any delay.

A layer of washed concrete sand per Fine Aggregate in Section 90 spread at rate of 2 to 3 pounds per square yard shall be applied as necessary to maintain traffic at the direction of the Engineer. Excess sand spread on adjoining areas to receive ARAM shall be thoroughly swept before spreading any binder.

14. CUL-DE-SAC ASPHALT CONCRETE OVERLAY

Cul-de-sac AC paving shall be paved prior to slurry. The cul-de-sac bulbs shall be paved with ½-inch Maximum Medium PG 70-10 asphalt concrete in conformance with the Cul-de-sac Bulb typical section. The rolling pattern in the Standard Specifications may be modified at Contractor's discretion to achieve the minimum level of compaction hereby specified as 95 percent of relative maximum density. Payment shall be by the unit price bid for Cul-de-sac AC Overlay including materials, tack coat, placement, compaction, traffic control and all incidentals.

15. STONE MATRIX PAVEMENT. (NOT PART OF THIS PROJECT)

15.1 Materials.

Asphalt-concrete for stone matrix pavement shall be Type A 1-1/2 inch maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the Standard Specifications and these special provisions.

The amount of asphalt binder to be mixed with the aggregate for Type A, 1-1/2 inch asphalt concrete will be determined by the Engineer in accordance with California Test 367 using the samples of aggregate furnished by the contractor in conformance with Section 39-3.03, Proportioning, of the Standard Specifications.

The grade of asphalt binder to be mixed with aggregate for asphalt concrete shall be PG 70-10 and shall conform to the requirements specified under "Asphalt" elsewhere in these special provisions.

The aggregate for Type A 1-1/2 inch asphalt concrete shall conform to the following grading as determined by the California test 202:

Sieve Size	Limits of Proposed Grading	Operating Range	Contract Compliance
1-1/2 inch		100	100
1 inch		82-94	79-97
¾ inch		70-85	65-90
3/8 inch		45-60	40-65
No. 4	25-35	x ± 5	x ± 8
No. 8	22-30	x ± 5	x ± 8
No. 30	10-13	x ± 5	x ± 8
No. 200		1-5	1-6

Aggregate for Type A 1-1/2 inch asphalt concrete shall conform to the quality requirements in Section 39-2.02 of the Standard Specifications with the following modifications:

	California Test 205 (% Crushed)
Coarse Aggregate (1-1/2 inch x ¾ inch)	
Contract compliance	90 percent minimum
Coarse aggregate (3/4 inch x #4)	
Contract compliance	90 percent minimum
Fine Aggregate (#4 x #8)	
Contract compliance	70 percent minimum
Los Angeles Rattler Loss at 500 Rev. (max)	35

Eighty-five percent of coarse aggregate shapes shall be "proportioned particles", a proportioned particle being defined as a particle having a minimum dimension greater than ½ the maximum dimension as measured with a caliper. The percentage of proportioned particles shall be tested by California Test 205 with the words "proportioned particles" substituted for "crushed particles".

California Test 205, Section D, definition of a crushed particle hereby revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle".

Coarse aggregate crushed particle count percentage shall be computed separately and all sieve size fractions of the AS RECEIVED sample shall be included in the weighed average percentage. The weighed average percentage of crushed particles retained on the No. 4 sieve shall be 90 percent minimum and each particle shall have two or more fractured faces.

Paragraph 1 of Section 39-3.01A(1) and Section 39-3.01A(2), "Cold Storage" of the Standard Specifications, are amended to read:

Aggregate for Type A 1-1/2 inch asphalt concrete shall be separated into four or more sizes.

Paragraph 2 of Section 39-3.01B, "Hot Storage" of the Standard Specifications, is amended to read:

> Aggregate for Type A 1-1/2 inch asphalt concrete shall be separated into four or more sizes.

15.2 Construction

Paragraph 12 of Section 39-6.01, "General Requirements" of the Standard Specification, is amended to read:

Longitudinal joints in the base course of Stone Matrix asphalt concrete shall be placed not less than 0.5 foot nor more than 1.0 foot of the proposed traffic lane lines. Longitudinal joints in surface course Stone Matrix asphalt concrete shall be within .5 foot of the proposed lane lines and shall be offset a minimum 2 inches from base course joints.

Stone matrix asphalt concrete shall be compacted to minimum 95% of relative maximum density.

15.03 Payment

Construction of stone matrix asphalt concrete pavement will be compensated at the bid item unit prices for Cold Milling 12-Inch Existing Pavement and Subgrade for excavation and removal, and by the bid item for Stone Matrix Asphalt Concrete for materials and installation of the pavement. All equipment, materials and labor, including temporary pavement installation and removal and traffic control and all incidentals will be considered included in the unit prices bid.

16. EXISTING LOOP DETECTORS

There are no existing loop detectors in the project area.

17. TRAFFIC STRIPING, PAVEMENT MARKINGS, AND PAVEMENT MARKERS

Traffic striping, pavement markings and pavement markers shall be replaced in kind and on the same pattern as existing in conformance with these Special Provisions. CITY to provide the striping. **TRAFFIC STRIPING TO BE COMPLETED BY THE CITY OF IMPERIAL FORCES.**

All details and dimensions for traffic striping and marking shall conform to the Caltrans Traffic Manual and Maintenance Manual.

17.1 Layout, Alignment, and Spotting. The Contractor shall furnish the necessary control points for all striping, markers and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

Contractor shall supply the Engineer with a copy of a complete inventory of striping, markers and marking prior to any cold milling or installation of any material. For each stripe, marker and marking, the inventory shall include sufficient definition about type of marker, stripe or marking, and dimensions for control points to allow for accurate reestablishment.

In no case shall any section of street be left without the proper striping for more than 48 hours, or over weekends or holidays.

17.2 Application of Paint. All paint shall be applied in two coats. The second coat shall be applied no less than 24 hours from application of the first coat and the first coat applied within 48 hours paving.

Paint for traffic striping shall be rapid dry type per Subsection 84-3.02 of the Standard Specifications. Reflective material, as specified in Subsection 84-3.02 of the Standard Specifications and these Special Provisions, shall be dropped on during application.

Paint for crosswalks, stop bars, arrows, other pavement legends and reflectorized curb markings shall be rapid dry type per Subsection 84-3.02 of the Standards Specifications, with reflective material added directly to the paint during manufacture.

17.3 CITY to provide striping.

18. UTILITY COVER ADJUSTMENTS TO GRADE

UTILITY COVER ADJUSTMENTS TO BE COMPLETED BY THE CITY OF IMPERIAL FORCES.. Manholes shall be adjusted to grade in accordance with Section 302-5.8, "Manholes," of the GREENBOOK and as supplemented herein.

18.1 Reference Setting.

CITY shall note and reference the locations of the manholes and water valves and vaults prior to placing pavement in order to locate and raise them following the work. Manhole, water valve and of vault locations and distance from reference points to the center of each such facility shall be marked on either a curb face or other reference point indicators (stakes) by contractor prior to be getting any paving.

18.2 Adjustment to Grade

CITY shall lower manhole and water valves within areas designated for cold milling prior to cold milling operations. Each such manhole water valve or utility box shall be lowered to a depth below the required milling depth. Frames and covers and utility boxes shall be removed to the city yard facility and a ½" thick steel plate shall be provided to cover the hole where the utility facility exists. Temporary AC shall be provided to fill any voids in the roadway surface which remain after the cover is in its final lowered position.

After completion of paving, the facility shall be raised to grade. The finish grade of raised facilities shall be ¼-inch below the finish grade of the asphalt concrete pavement.

CITY shall exercise care such that rocks, dirt and debris do not enter sewer lines.

The water valves shall be raised as follows: the asphalt pavement immediately adjacent to the water valve shall be removed, the existing frame and cover removed, the existing sleeve extended or replaced with matching material to extend from the valve to the new valve frame elevation, the water valve frame and cover placed to match the respective water district's standards, the water valve and cover and adjusted to proper grade, and the pavement replaced with a minimum of two inches of asphalt concrete.

CITY shall notify the respective utility owners at least five working days in advance of the paving operations and again after completion of paving operations. Such notifications of utilities to be adjusted to grade by others shall be made in writing. Contractor shall mark locations of utilities for those locations of facilities to be adjusted to grade by others.

The Contractor shall take care to insure no intrusion of gravel or pulverized material into the manholes or valve stem areas.

18.3 Payment.

No payment for this item, since it will be completed by CITY.
~~Compensation for raising utility facilities to grade based on the applicable bid item for each type of facility and type of adjustment, and whether single or double. Single shall mean leaving the facility in place until paving is complete and raising the grade thereafter. Double shall mean removing the facility prior to paving and reestablishing the facility at finish grade per specifications after paving. The unit price bid shall be considered full compensation for removing the facility, and storing and replacing it as applicable, protecting the facility at all times during the procedure and as specified, and resetting the facility at finish grade, including all materials, equipment and labor and incidentals.~~

19. COOPERATION

Attention is directed to Sections 7-1.14, "Cooperation" and 8-1.10, "Utility and Non-Highway Facilities" of the Standards Specifications.

The contractor shall obtain an Encroachment Permit from the County prior to any construction activities. The contractor shall contact the Permit Specialist at the County of Imperial to verify all fees and requirements prior to bidding of project. The cost for obtaining the Permit shall be distributed among all the bid items accordingly. The County of Imperial, Department of Public Works shall be notified of all contractor's activities.

20. SANITARY ARRANGEMENTS

The Contractor shall make provisions for and maintain in a sanitary manner at the work site all necessary and sanitary conveniences for the workmen, in accordance with the rules and regulations of the State Board of Health.

21. ACCESS

The Contractor's attention is directed to the existing pedestrian and vehicular access ways crossing the lines of work. These access ways shall not be closed unless an alternate access way is provided. The Contractor shall assume full responsibility for providing alternate access. The compensation for the work in this item shall be considered as included in the cost of the various contract items of work and additional compensation will be made therefore.

22. INSURANCE

The Contractor's attention is directed to the amount of insurance as shown in General Provisions.

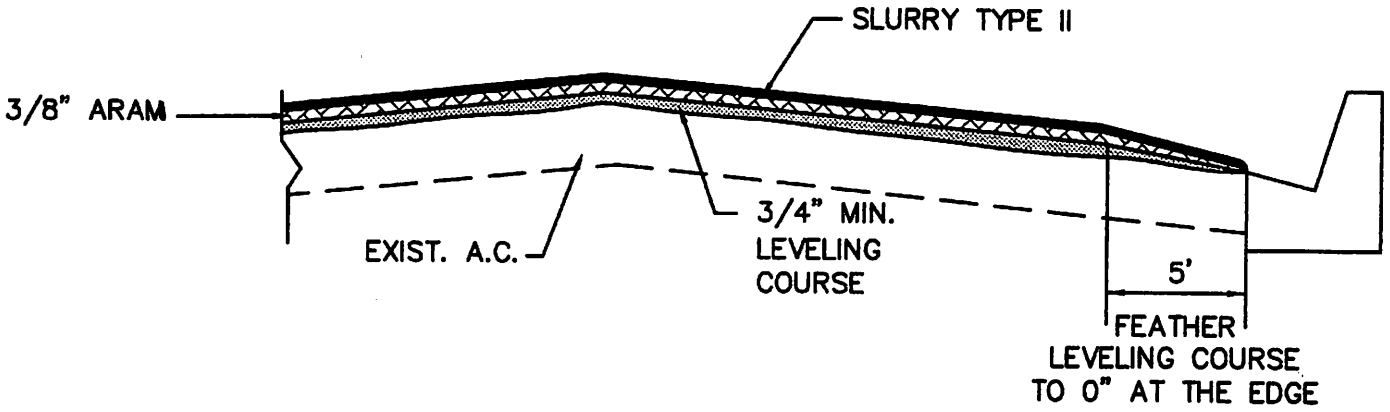
23. CONSTRUCTION CONFERENCE

The Contractor's attention is directed to the preconstruction conference as stated in Section 6 of the General Provisions.

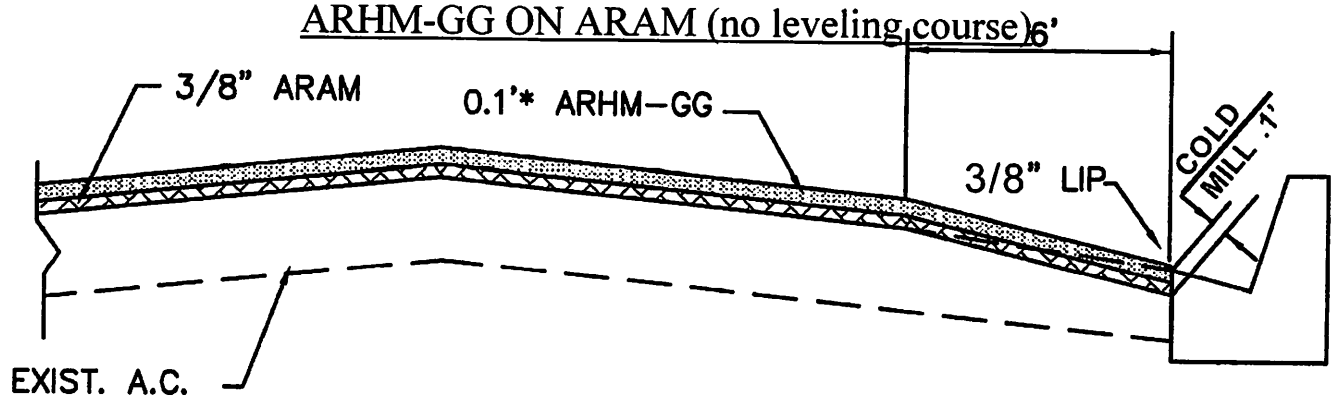
END OF SPECIAL PROVISION

Appendix C
Project Plans

SYSTEM 2
SLURRY AND ARAM ON LEVELING COURSE

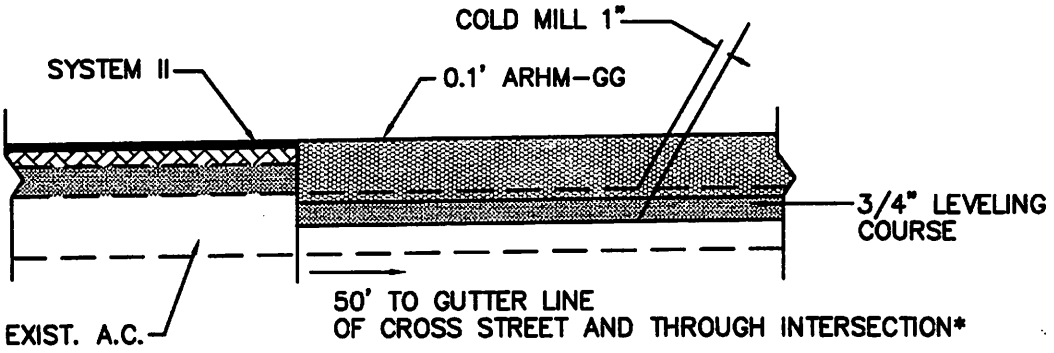


SYSTEM 4
ARHM-GG ON ARAM (no leveling course)



*EXCEPT AS OTHERWISE SPECIFIED

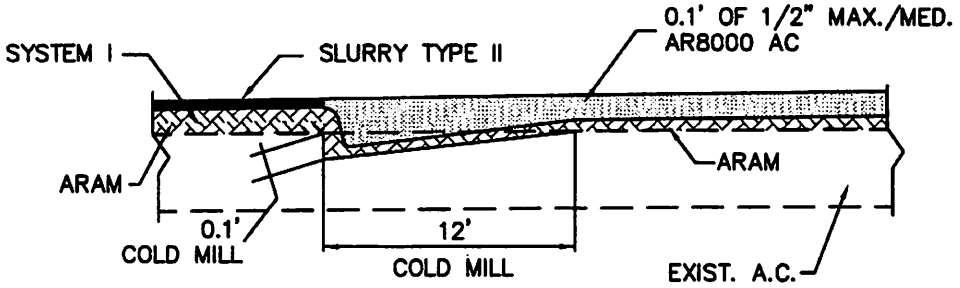
SYSTEM 2 STOP POINT



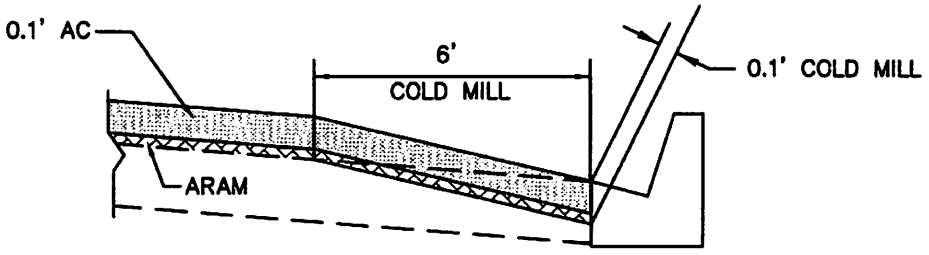
*OR AS MARKED BY ENGINEER

INTERSECTION JOIN SYSTEM II

CUL-DE-SAC TYPICAL DRAWINGS



CUL-DE-SAC JOIN AT BULB



CUL-DE-SAC BULB PAVEMENT SECTION

BEGIN AT BCR BEFORE BULB

Big Rock Treatment

The intersection stop points shall be paved with 1 ½ inch HMA according to the following gradation table:

Table

Sieve Size	Target Value Limit	Allowable Tolerance
2"	100	-
1 ½"	90-100	-TV±5
1"	75-90	-TV±5
¾"	67-82	TV±5
3/8"	48-64	TV±6
No. 4	35-52	TV±7
No. 8	25-35	TV±5
No. 30	10-20	TV±4
No. 200	1.0-7.0	TV±2.0

For the 1 ½ inch HMA a current Caltrans approved CEM 3513 must be submitted a minimum of 15 days prior to the start of construction for the Engineers approval.

The HMA must be designed with air voids at 5.0 +/- 1.5 percent, grade of asphalt binder must be PG 70-10. No reclaimed asphalt pavement (RAP) shall be allowed in the mix.

City of Imperial
2024 Street Improvement Project

ARAM SYSTEM II		
LOC.	**LIMITS**	**TOTAL SY**
1.	**Lariat Ln. – Rodeo Ln. to Sage Ct.** 37 x 541 = 2,224 Sy. Knuckle 0 – 24 – 0 x 131 = 116 Sy.	2,340
2.	**Sage Ct. – Lariat Ln. to Winchester** 37 x 304 = 1,250 Sy. Knuckle 0 – 24 – 0 x 131 = 116 Sy.	1,366
3.	**Winchester Ln. – Sage to Cul-de-Sac.** 37 x 467	3,716
4.	**Conestoga Ln. – Canon Dr. to E/E CDS** 37 x 241 = 991 Sy. 26' 122 each = 32 Sy. CDS 77' R = 517 Sy. 37 x 10 = 50 Sy.	1,590
5.	**Mustang Ln. – Canon to Roadrunner Ln.** 37 x 282 = 1,160 Sy. 26' R 2 each = 32 Sy.	1,192
6.	**Roadrunner Ln. – Mustang to Canon Dr.** 77' R = 517 Sy. 37 x 144 = 592 Sy. 26' R 2 each = 32 Sy.	1,141
7.	**Roadrunner Ln. – Canon Dr. – E/E CDS** 37 x 275 = 1,131 26' R 2 each = 32 Sy. CDS 77' R = 517 Sy. 10 x 37 = 41 Sy.	1,721
8.	**Chisolm Tr. – Rodeo Dr. to Canon Dr.** 37 x 425 = 1,747 Sy. 26' R 4 each = 64 Sy. Canon Dr. to Sycamore Ct. 37 x 440 = 1,809 Sy. Knuckle 0 – 24 – 0 x 131 = 116 Sy.	3,736
9.	**Sycamore Ct. – Chisolm Tr. To Arroyo Seco** 37 x 302 = 1,242 Sy. Knuckle 0 – 24 – 0 x 131 = 116 Sy.	1,358
10.	**Vaquero Tr. – Canon Dr. to W/E CDS** 37 x 409 = 1,681 Sy. CDS 77' R = 517 Sy. 37 x 10 = 41 Sy.	2,239
11.	**Silverado Tr. – Canon Dr. to E/E CDS** 37 x 391 = 1,607 Sy. CDS 77' R = 517 Sy.	2,165

ARAM SYSTEM II		
LOC.	**LIMITS**	**TOTAL SY**
	37 x 10 = 41 Sy.	
12.	**Silverado Tr. – Canon Dr. to Chaparral Ct.** 37 x 491 = 2,019 Sy. Knuckle 0 – 24 – 0 x 131 = 116 Sy.	2,135
13.	**Chaparral Ct. – Silverado to Butterfield** 37 x 292 = 1,200 Sy. Knuckle 0 – 24 – 0 x 131 = 116 Sy.	1,316
14.	**Butterfield Tr. – Chaparral Ct. to Canon** 37 x 392 = 1,612	1,612
15.	**Butterfield Tr. – Canon Dr. to E/E CDS** 37 x 389 = 1,599 Sy. CDS 77' R = 517 Sy. 37 x 10 = 41 Sy.	2,157
16.	**Canon Dr. – Neckel Rd. to Ralph Dr.** 35 x 1,426 = 5,546 Sy. 26' R 4 each = 64 Sy. 37 x 1,295 = 5,324 Sy.	5,208
17.	**Ralph Rd. – E/E Limit x R to Hwy. 86** 37 x 1,576 = 6,479 Sy.	6,479
18.	**Rodeo Dr. – Ralph Rd. to Buckskin Ranch** 37 x 1,177 = 4,839	2,115
19.	**Sunset Dr. – Rodeo Dr. to Canon Dr.** 37 x 1,189 = 4,888	4,888
1-1/2" BIG ROCK SEAL COAT		
20.	**15th – Hwy 86 to Imperial** 38 x 215 = 907 Sy.	907
ARAM SYSTEM 4		
21.	**Preble Rd. – Aten Rd. to Treshill Rd** 33 x 375 = 1,375 Sy. 30 x 2,160 = 7,200 Sy.	8,575
ARAM SYSTEM II		
22.	**Myrtle Rd. – Wall Rd. to Aten Rd.** 36 x 1,334 = 5,336 Sy	5,336
23.	**De Paoli St. – Madrone Cr. To Best Ave.** 57 x 260 = 1,647 Sy.	1,647
24.	**Nicholas Ct. – De Paolis St. to N/ CDS** 37 x 123 = 506 Sy. CDS 77' R = 517 Sy. 37 x 10 = 41 Sy.	1,064
25.	**Jennifer Dr. – Madrone Cr. To Park St.** 37 x 263 = 1,081 Sy.	1,081
26.	**Tucker Ct. – Jennifer Dr. to N/E CDS** 37 x 205 = 843 Sy. CDS 77' R = 517 Sy. 37 x 10 = 41 Sy.	1,401

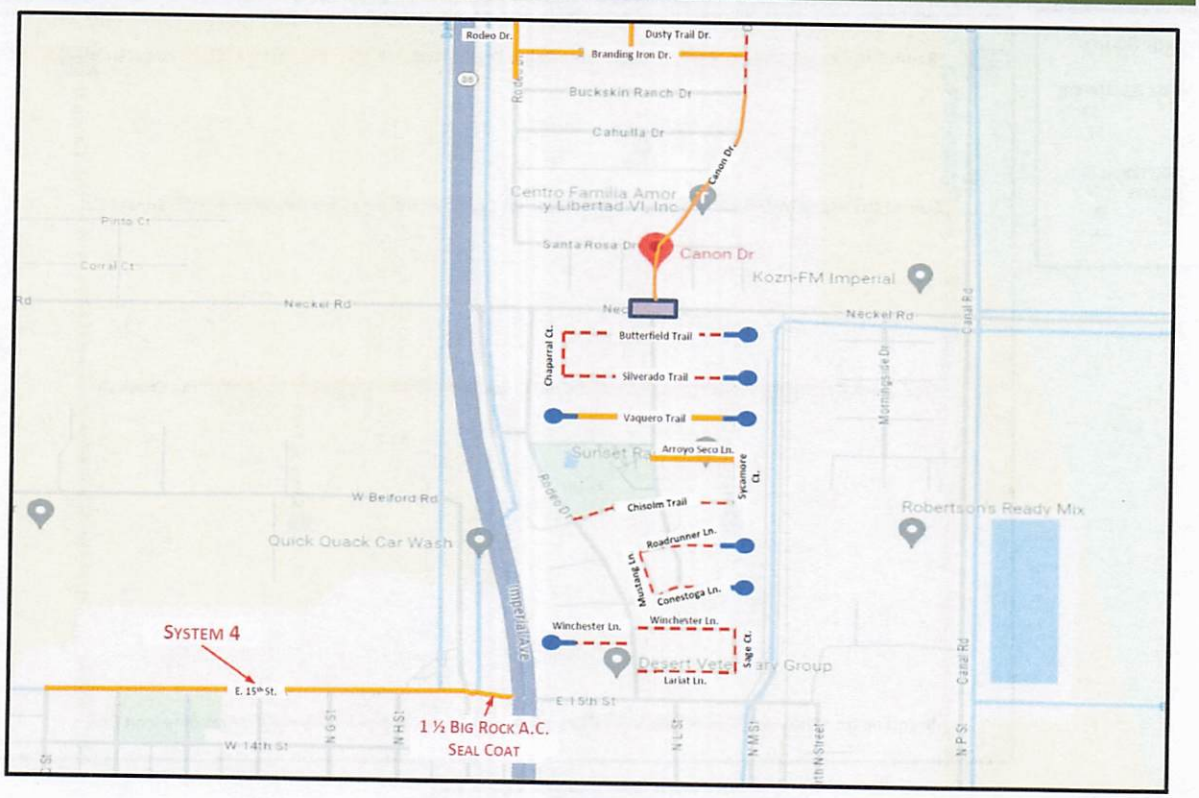
ARAM SYSTEM II		
LOC.	**LIMITS**	**TOTAL SY**
27.	**Blazing Star Tr. – Joshua Tree to Silverwood** 37 x 806 = 3,314 Sy. 26' R 4 each = 64 Sy.	3,378
28.	**Silverwood St. – Blazing Star to Cul-de-Sac** CDS 77' R = 517 Sy. 37 x 700 = 2,890 Sy.	3,384
29.	**Tumbleweed Ave. – Silverwood to Mesquite** 37 x 632 = 2,598 Sy. Knuckle 0 – 24 – x 131 = 116 Sy.	2,714
30.	**Mesquite St. – Tumbleweed to Blazing Star** 37 x 789 = 3,244 Sy. 26' R 2 each = 32 Sy.	3,276
31.	**Mesquite St. – Blazing Star – W/E CDS** 37 x 647 = 2,660 Sy. CDS 77' R = 517 Sy. 37 x 10 = 41 Sy.	3,218
32.	**Sagebrush St. – Blazing Star to W/E CDS** 37 x 649 = 2,688 Sy. CDS 77' R 517 Sy. 37 x 10 = 41 Sy.	3,226
33.	**Sagebrush St. – Blazing Star to E/E CDS** 37 x 564 = 2,319 Sy. CDS 77' R =- 517 Sy. 37 x 10 = 41 Sy.	2,877
34.	**Bouganvillea St. – Aten Rd. to Joshua Tree** 37 x 1,231 = 5,061 Sy. 26' R 2 each = 32 Sy.	5,093
35.	**Snapdragon Way - Bouganvillea St.to W/E CDS** 37 x 298 = 1,225 Sy. CDS 77' R = 517 Sy. 37 x 10 =41 Sy.	1,783
36.	**Verbena Ln. – Snapdragon to Sunflower** 37 x 331 = 1,361 Sy. Knuckle 0 – 40 – 0 x 180 = 267 Sy.	1,628
37.	**Sunflower Way – Verbena Ln. to Bouganvillea** 37 x 524 = 2,154 Sy. 26' R 2 each = 32 Sy.	2,186
38.	**Sunflower Way - Bouganvillea St. to W/E CDS** 37 x 303 = 1,246 Sy. 26' R 2 each = 32 Sy. CDS 77' R = 517 Sy.	1,836

ARAM SYSTEM II		
LOC.	**LIMITS**	**TOTAL SY**
	37 x 10 = 41 Sy.	
39.	**Larkspur Ln - Bouganvillea St. to E/E CDS** 37 x 304 = 1,250 Sy. CDS 77' R = 571 Sy. 37 x 10 = 41 Sy. 26' R 2 each = 32 Sy.	1,894
40.	**Wild Rose Lane - Bouganvillea St. to E/E CDS** 37 x 298 = 1,225 Sy. CDS 77' R = 517 Sy. 37 x 10 = 41 Sy.	1,783
41.	**La Brucherie Rd. – W. Aten Rd. to Industry Way** 28 x 1,034 = 3,217 Sy. 37 x 10 = 41 Sy.	3,257
	TOTAL ARAM SY	**109,111**
	TOTAL TYPE II SLURRY SY (ALL EXCEPT SYSTEM IV)	**100,536**

Imperial City Engineers Estimate
Sunset Ranch – ARAM System II

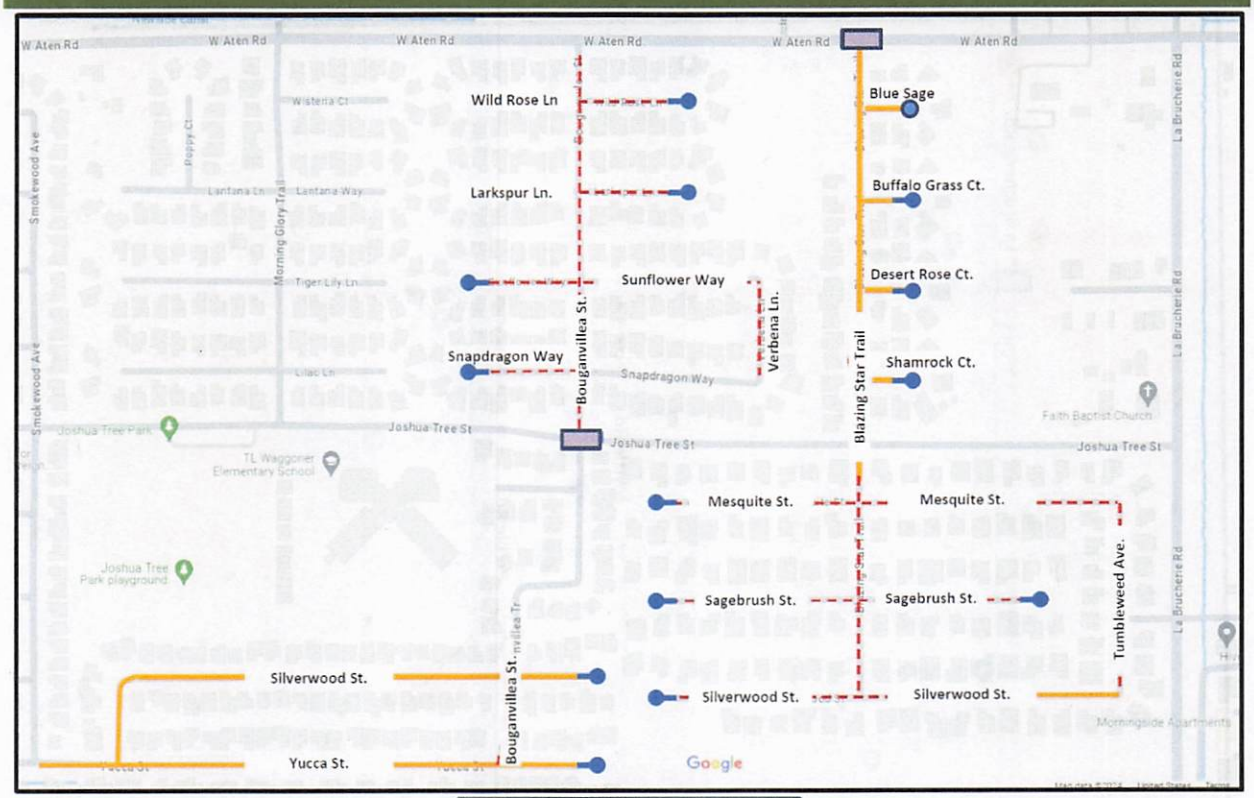
**ADDITIONAL BID STREETS AND ASSOCIATED STOP POINTS WILL BE A FUTURE PROJECT.

Imperial City Engineers Estimate
Sunset Ranch – ARAM System II
E. 15th Street – System 4



**ADDITIONAL BID STREETS AND ASSOCIATED STOP POINTS WILL BE A FUTURE PROJECT.

Imperial City Engineers Estimate
Wild Flower – ARAM System II

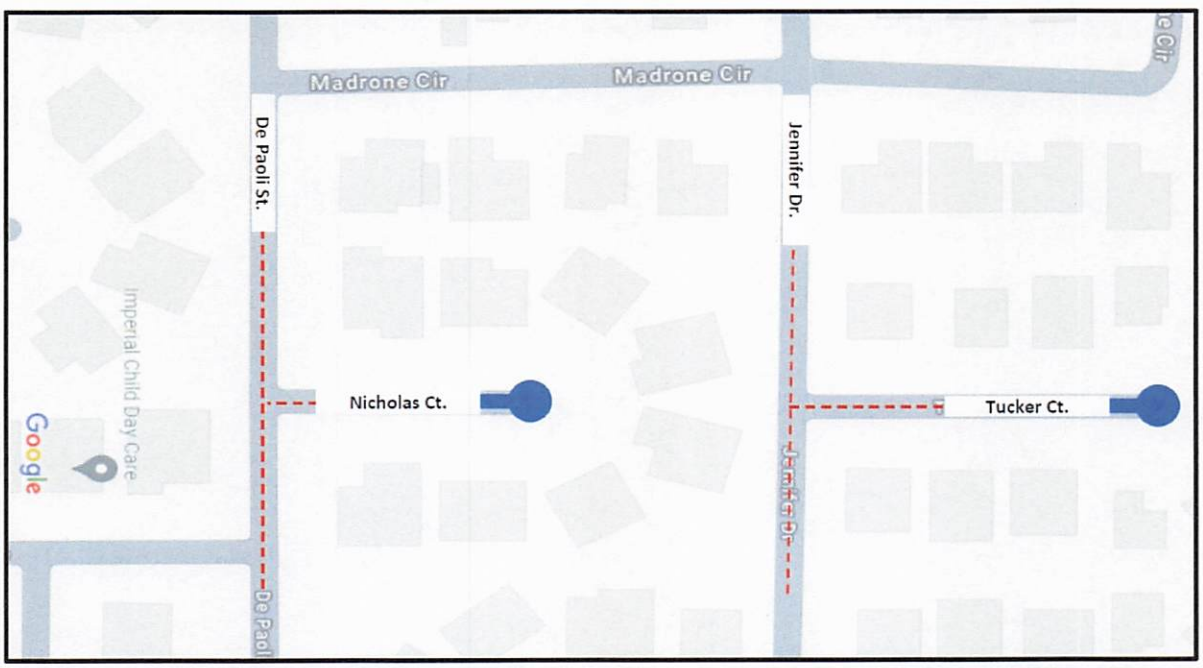


**ADDITIONAL BID STREETS AND ASSOCIATED STOP POINTS WILL BE A FUTURE PROJECT.

Imperial City Engineers Estimate
Preble Road between W. Aten Rd. & Treshill Rd. – ARAM System 4
Myrtle Road between W. Wall Rd. & W. Aten Rd. – ARAM System II
La Brucherie Rd. between Aten Rd. & Industry Way – ARAM System II

**ADDITIONAL BID STREETS AND ASSOCIATED STOP POINTS WILL BE A FUTURE PROJECT.

Imperial City Engineers Estimate
Victoria Ranch – ARAM System II



**ADDITIONAL BID STREETS AND ASSOCIATED STOP POINTS WILL BE A FUTURE PROJECT.

Agenda Item No. D-2

DATE SUBMITTED	7/10/24
SUBMITTED BY	Public Services
DATE ACTION REQUIRED	7/17/24

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. Discussion/Action Regarding Resolution No. 2024-49 Adopting Plans and Specifications and Authorizing Public Bidding for the Pavement Rehabilitation of Various Roads in the City of Imperial; Bid No. 2024-06.

DEPARTMENT INVOLVED: Public Services

BACKGROUND/SUMMARY:

The Public Services Department has prepared plans and specifications for the Pavement Rehabilitation of Various City Roads Project, Bid No. 2024-06. Streets identified for improvement are Preble Road, Myrtle Road, La Brucherie Road and streets within Sunset Ranch, Wild Flower, and Victoria Ranch (Maps located at end of specifications).

Work will occur within City of Right of way. The work to be done consists of traffic control around the construction zones, grinding existing AC pavement, HMA leveling course, install ARAM, and ARHM overlay. New pavement striping, raising/lowering of utilities, and materials testing will be provided by the City.

The project will bid in accordance with the Public Contract Code (PCC). The project plans and specifications will be on file with the City Clerk at City Hall located at 420 S. Imperial Ave, Imperial, CA 92251.

FISCAL IMPACT: NOT TO EXCEED

Estimated construction cost is $2.6M.

Funds were discovered during FY budget review within the Successor Agency Fund (Fund 94), previously known as the Redevelopment Funds account. Funds were previously mis-allocated on FY18-19, 19-20, and 20-21. Discussions with Department of Finance resulted in an agreement to reallocate the funds into the General Fund account. Such funds (Redevelopment/Successor Agency) are eligible to be utilized on street maintenance and improvements.

FINANCE INITIALS: DP

STAFF RECOMMENDATION:

approve request

DEPT. INITIALS: DD

MANAGER'S RECOMMENDATION: approve

CITY MANAGER's INITIALS: JHam

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( ) REJECTED ( )
DISAPPROVED ( ) DEFERRED ( )

REFERRED TO:

RESOLUTION OF THE IMPERIAL CITY COUNCIL ADOPTING PLANS AND SPECIFICATIONS AND AUTHORIZING THE PUBLIC SERVICES DIRECTOR TO PROCEED TO BID FOR CITY PROJECT; BID NO. 2024-06

RESOLUTION NO. 2024-49

WHEREAS, there is a public need for Pavement Rehabilitation on Various Roads in the City of Imperial; Bid no. 2024-06 ("Project"); and

WHEREAS, the City of Imperial Public Services Department has compiled Plans and Specifications, and other applicable bid documents ("Bid Documents") which are on file with the City Clerk.

WHEREFORE, THE IMPERIAL CITY COUNCIL RESOLVES AS FOLLOWS:

1. The above recitals are true, correct, and adopted.

2. The Bid Documents are hereby approved and adopted.

3. A Request for Bids including Plans and Specifications shall be advertised as required by law with a bid submission deadline of: **August 15, 2024, at 3:00 PM (PST)**

4. The Public Services Director and/or their designee is hereby authorized to amend the bid documents as necessary, giving notice as prescribed by law prior to the bid opening deadline, including but not limited to the Calendar of Events and Plans and Specifications, in response to new additive or deductive items.

PASSED AND ADOPTED by Council, City of Imperial, State of California, this 17th day of July, 2024 by the following roll call votes:

Robert Amparano
Mayor, City of Imperial

ATTEST:

Kristina Shields
City Clerk, City of Imperial

CITY OF IMPERIAL
Imperial, California

CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR

PAVEMENT REHABILITATION OF VARIOUS ROADS IN THE CITY OF IMPERIAL

BID NO. 2024-06

City of Imperial
Public Services Department
420 S. Imperial Ave
Imperial, Ca 92251
(760) 355-3336

July 2024

CITY OF IMPERIAL
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PAVEMENT REHABILITATION OF VARIOUS ROADS

BID NO. 2024-06

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CITY OF IMPERIAL

NOTICE INVITING SEALED BIDS

Pavement Rehabilitation of Various Roads in the City of Imperial

BID NO. 2024-06

PUBLIC NOTICE IS HEREBY GIVEN that the City of Imperial, as CITY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk at 420 S. Imperial Avenue, Imperial, California 92251 up to the hour of **3:00 P.M. Thursday, August 15, 2024**, at which time they will be publicly opened and read aloud. A bid summary will then be prepared and posted.

A Non-Mandatory Pre-Bid meeting will be conducted at **10:00 AM on Tuesday, July 30, 2024** at City Hall located at 420 S. Imperial Ave., Imperial, California 92251 to be followed by a Field Walkthrough at the project site.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the contract documents for road rehabilitation improvements along various roads, consisting of the following scope of work: traffic control around the construction zones, grinding existing AC pavement, HMA leveling course, install ARAM, and ARHM overlay. New pavement striping, raising/lowering of utilities, and materials testing will be provided by the CITY.

Asphalt and concrete demolition debris shall be recycled or diverted as required by the City's C&D Ordinance.

Bid packages are available at City Hall, 420 S. Imperial Avenue, Imperial, California 92251 upon payment of a $85.00 non-refundable fee ($100.00 if mailed). 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.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code of the State of California. Compliance with the State prevailing rates of wages and apprenticeship employment standards established by the State director of Industrial Relations will be required. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

This project is funded with local funds and does not have a specific contract Disadvantaged Businesses Enterprises (DBE) Contract Goal.

The Contractor's compliance with Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from the solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through the duration of the contract, and in each trade, and the Contractor shall make a good faith effort to employ women and minority individuals evenly on each of its projects.

The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

Each bid must be accompanied by a guaranty of cash, certified check, cashier's check or bid bond made payable to the City of Imperial for an amount equal to at least ten percent (10%) of the bid. Such guaranty to be forfeited should the bidder to whom the contract is awarded fails to enter the contract. All guaranties to be returned after the contract is awarded.

In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any funds withheld by the City to ensure performance under the contract.

At request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally chartered bank as the escrow agent who shall pay such funds to the contractor upon notification by the City of contractor's satisfactory completion of contract.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is in the City of Imperial in Imperial County, State of California.

The contract documents call for monthly payments based upon the engineer's estimate of the work completed. The City of Imperial will retain five (5) percent of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amounts so retained upon compliance with the requirements of Public Contract Code Section 22300 and the provisions of the contract documents pertaining to Substitution of Securities.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside;

ATTN: CITY CLERK: SEALED BID FOR:
PAVEMENT REHABILITATION OF VARIOUS ROAD IN THE CITY OF IMPERIAL
BID NO. 2024-06

The Proposal should be delivered in a sealed envelope no later than **3:00 P.M. Thursday, August 15, 2024,** addressed as follows:

City of Imperial, City Hall – City Clerk
420 S. Imperial Avenue, Imperial, CA 92251

Questions concerning the proposal should be directed to David Dale, PE with the City of Imperial at (760) 355-3336 or via email: ddale@imperial.ca.gov. Questions should be received no later than **3:00pm Wednesday, August 7, 2024.**

Clarification desired by a proposer shall be requested in writing with sufficient time to allow for a response prior to the date RFPs are due. Oral explanation or instructions shall not be considered binding on behalf of the City.

Any modifications to this solicitation will be issued by the City as a written addendum.

The City will not consider proposals received after the specified time and date.

This bid proposal does not commit the City of Imperial to award a contract or pay any costs associated with the preparation of a Proposal.

The City of Imperial reserves the right to reject any or all bids, to award each item separately, delete portions of the work, and/or waive any informality on any bid. No bid may be withdrawn for 60 days after the time set for the opening thereof.

Failure by the successful bidder to enter into a contract with the City or to deliver goods and/or services in accordance with the bid may result in a declaration by the City that the bidder is not a responsible bidder, and elimination from consideration in future bidding.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Any bid submitted by a contractor or subcontractor not properly licensed and not registered with the Department of Industrial Relations shall be considered non-responsive and will be rejected.

At the time of contract award, the prime contractor shall possess a Class "A" contractor's license and/or any combination of "C" specialty contractor's license(s) sufficient to perform the work.

Dated this _____ day of _____, 2024.

By: _____
Kristina Shields – City Clerk

City of Imperial
420 S. Imperial Avenue
Imperial, CA 92251
(760) 355-4373

CITY OF IMPERIAL

INSTRUCTIONS TO BIDDERS

Pavement Rehabilitation of Various Roads in the City of Imperial

BID NO. 2024-06

PROPOSAL FORMS

Bids shall be submitted in writing on the Bid Proposal forms provided by the CITY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The CITY will not consider any bid proposal not meeting these requirements and/or not submitting all forms requested herein.

PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the CITY in the amount of (10%) of the total amount Bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the CITY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of 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.

No bidder may withdraw his proposal for a period of sixty (60) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." Late proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside,

ATTN: CITY CLERK: SEALED BID FOR:
Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must

be delivered to the CITY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids". The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified.

This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the services to be performed, he may submit to the Engineer of the CITY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.
Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents.

The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

ADDENDA OR BULLETINS

All bidders are advised as to the possibility of issuance of addenda affecting the items, scope or quantity of the work required for this project. Each bidder shall be fully responsible for informing himself as to whether or not any such addenda have been issued. The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the contract documents and shall be returned with them. Failure to cover in his bid any such addenda issued may render his bid irregular and may result in its rejection by the CITY.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Contract Documents, and to full compliance therewith.

AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsible Bidder as determined solely by the CITY. At the time of contract award, the successful Bidder shall hold a Class A Contractors License or a combination of Class C license(s), as required to perform the work, issued by the State of California.

Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated.

No bidder may withdraw his proposal for a period of sixty (60) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract and execution of the contract documents or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California (herein referred to as Labor Code), the CITY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the CITY.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the contract. The CONTRACTOR and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, of such employee, except as provided in Section 3077 of the Labor Code.

WORKMAN'S COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment of compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement,

and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the CITY to supply goods, services or materials, the Contractor or Subcontractor offers and agrees to assign to the CITY all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the CITY tenders final payment to the Contractor without further acknowledgment by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any funds withheld by the CITY to ensure performance under the contract.

At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally chartered bank as the escrow agent who shall pay such funds to the contractor upon notification by CITY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Government Code), bidders are required to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime contractor will do that portion of the work. It is the Agency's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

CITY BUSINESS LICENSE

The Contractor shall obtain a City of Imperial Business License prior to the City's issuing the Notice to Proceed. The annual fee for the Business License is ninety-six dollars ($96.00).

CITY OF IMPERIAL
BID PROPOSAL
For

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

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.

CITY OF IMPERIAL
BID PROPOSAL
For

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

DATED:_____, 2015 BIDDER:_____

BIDDER'S ADDRESS: BY:_____
_____ TITLE:_____

_____

_____

TELEPHONE #:_____

FAX #:_____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name_____

Business Address_____

Telephone_____

State Contractor's License No. and Class_____

Original Date Issued _____ Expiration Date_____

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:

_____

_____

_____

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:_____

Name of Individual Contractor (Print or type):_____

_____

Signature of Owner:_____

Business Address:_____

_____

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 of President of Corporation

_____
Signature of Secretary of Corporation

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

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:

_____

_____

_____

_____

_____

_____

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:

_____

_____

_____

_____

_____

_____

_____

CITY OF IMPERIAL

BID BOND

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

KNOW ALL MEN BY THESE PRESENTS that _____,
as BIDDER, and _____,
as SURETY, are held and firmly bound unto the CITY OF IMPERIAL, as CITY, in the penal sum of _____dollars($ _____), 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 ____ day of _____, 2024.

(seal)

_____
CONTRACTOR (CORPORATION) – TYPE

By:_____
President

By_____
Secretary/Treasurer

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2024.

Notary Public_____

SURETY'S NAME-TYPE

Mailing Address_____

By:_____
Name

Title_____

NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2024.

Notary Public _____

(seal)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) SS
COUNTY OF_____)

_____being first duly sworn deposes and says that he is_____ (sole owner, a partner, president, etc.) of _____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:_____

Title:_____

Subscribed and sworn to before me
this _____ day of _____,2024.

Notary Public_____

CITY OF IMPERIAL

PAVEMENT REHABILITATION OF VARIOUS ROADS IN THE CITY OF IMPERIAL
Bid No. 2024-06

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER AND AGGREGATE MEMBRANE CONTRACTOR AND/OR SUBCONTRACTOR(S).

THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR THE BID SHALL BE CONSIDERED NON-RESPONSIVE

Bidder proposes to have the ARAM installed by:

_____

(Insert name of Contractor/Sub-Contractor above)

This section shall be completed even if the apparent low bidder plans to produce and install ARAM with its own forces. Name of contractor and/or subcontractor(s) shall be the actual company(ies) applying the binder and aggregate.

For any bid to be considered responsive, performance criteria must be demonstrated on five separate projects performed by the same contractor or subcontractor(s) designated above, and with equivalent aggregate and binder proposed for the ARAM in this bid. A contractor and /or subcontractor(s) will be considered the same if a name change occurs or the contractor and/or subcontractor(s) is a successor-in-interest to the entity identified as performing the work. If contractor or subcontractor(s) cannot demonstrate five separate projects, the City will accept an experience list of its employees and the projects they have completed with equivalent aggregate and binder proposed for the ARAM in this bid. If the City is not able to verify the employee experience list, the bid shall be considered non-responsive. Two years shall have elapsed since completion of the ARAM surface on each project, and the projects shall be located in Southern California in areas or regions which have documented National Weather Service maximum air temperatures of above 105°F during June, July, August and September for a minimum of 40 days on a three-year average annual basis.

To be considered a valid representative project, bidder must submit the name of the project, owner agency, agency representative's name and phone number, and a list of streets with limits totaling at least 1 mile (based on full width) in length for each project and the date the project was actually performed. A project will be considered a valid representative project if asphalt emulsion spray application was originally placed with or without an application of sand, within 15 calendar days of the application of ARAM. Any other cover coat or course on the ARAM will cause the ARAM to be considered invalid as a representative project. ARAM on all projects must show insignificant raveling (loss of rock) and insignificant flushing (binder migration to the surface) at the time of inspection by the Agency. Bidder shall verify any proposed representative projects prior to listing a subcontractor(s) with such projects, or the bid will be considered non-responsive. If the Bidder cannot list in the space provided five projects that meet the criteria specified herein that were performed by the proposed ARAM contractor or subcontractor(s), the bid shall be considered non-responsive.

REPRESENTATIVE ARAM PROJECTS

THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR THE BID SHALL BE CONSIDERED NON-RESPONSIVE

Name of Project No. 1_____Date Completed_____

Agency_____Agency Contact_____

Phone _____Approx. Length of ARAM (Full Width)_____

Name of Project No. 2_____Date Completed_____

Agency_____Agency Contact_____

Phone _____Approx. Length of ARAM (Full Width)_____

Name of Project No. 3_____Date Completed_____

Agency_____Agency Contact_____

Phone _____Approx. Length of ARAM (Full Width)_____

Name of Project No. 4_____Date Completed_____

Agency_____Agency Contact_____

Phone _____Approx. Length of ARAM (Full Width)_____

Name of Project No. 5_____Date Completed_____

Agency_____Agency Contact_____

Phone _____Approx. Length of ARAM (Full Width)_____

_____	_____	_____
Signature of Bidder	Title	Date

CITY OF IMPERIAL
PROPOSAL BID SHEET 1/2
FOR
Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

Item No.	Bid Item Description	Units	Estimated Quantity	Unit Price (*)	Amount
1.	Mobilization	LS	1	$	$
2.	Traffic Control & Construction Area Signs	LS	1	$	$
3.	Cold Plane AC 1-inch – intersection Joint System II and Cul-de-Sac Bulb Pavement Section Details	SF	16,577	$	$
4.	3/4" Leveling Course: ½" Hot Mix Asphalt Type A and SS1h Tack Coat	TON	4,400	$	$
5.	3/8" Asphalt Rubber Aggregate Membrane (ARAM)	SY	109,111	$	$
6.	1.5" Asphalt Rubber Hot Mix (ARHM) Overlay: ½" Aggregate / Type Gap Graded (GG)	TON	900	$	$
7.	Type II Slurry Seal	SY	100,536	$	$
8.	Intersection Stop Points (1-1/2 Inch Big Rock) and 15th Street between Hwy 86 and Imp. Ave.	SF	6,457	$	$
9.	Lower/Raise/Adjust Existing Utilities by City of Imperial (BY CITY FORCES, TO BE COMPLETE PRIOR TO CONSTRUCTION)	LS	1	$ 0.00	$ 0.00
10.	Temporary Raised Pavement Markers (PERMANENT STRIPING BY CITY FORCES)	LS	1	$	$
11.	Dig Out (4-inch thick ARHM over 18" Class II Base Compacted to 95% Max. Density)	SF	400	$	$
				TOTAL BID PROPOSAL	$

(*) The unit price shall include the cost of all items necessary to complete each bid item

CITY OF IMPERIAL
PROPOSAL BID SHEET 2/2
FOR
Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

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

BID PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this bid proposal with the names, titles, hands, and seals of all forenamed principals this_____day of _____ _____, 2024.

Bidder:_

By:_____

Title:_____

Subscribed and sworn to this _____ day of _____, 2024.

NOTARY PUBLIC_____

AGENCY acknowledges this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By:_____

Title:_____

CITY OF IMPERIAL

CONTRACT AGREEMENT

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

THIS CONTRACT AGREEMENT is made and entered into for the above stated project this _____day of _____, 2024, BY AND BETWEEN THE CITY OF Imperial, as the CITY, and _____, as CONTRACTOR.

WITNESSETH that the CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by the CITY, the CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit labor, equipment rental and material prices set forth in the Proposal as the basis for compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

The CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify and hold harmless the CITY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed the day and year first written.

CITY:	CONTRACTOR:
_____	_____
_____ MAYOR – CITY OF IMPERIAL	_____ (CORPORATION NAME –TYPE)
ATTEST:_____	BY: _____
	TITLE:_____
	BY:_____
	TITLE:_____

_____
KRISTINA SHIELDS
CITY CLERK - CITY OF IMPERIAL

NOTE: *SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE NOTARIZED.*

Subscribed before me on this _____ day of _____, 2024.

_____
Notary Public

(SEAL)

My commission expires:_____

CONTRACT PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CITY OF IMPERIAL (sometimes referred to hereinafter as "Obligee") has awarded to _____(hereinafter designated as the "Contractor"), an agreement for the work described as follows:

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

(hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated_____,(hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____
_____,
a corporation organized and existing under the laws of the State of _____,andduly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Imperial in the sum of_____
_____Dollars ($_____), said sum being not less than one hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Contract, for which amount will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2024.

PRINCIPAL/CONTRACTOR:

_____

By:_____

SURETY:

_____

By:_____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: $_____

(The above must be filled in by corporate surety).

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM**.

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

_____

(Name and Address of agent or representative for service of process in California if different from above) _____

_____

_____

(Telephone Number of Surety and agent or representative for service of process in California). _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ___ day of_____, in the year 2024, before me, _____
_____, a Notary Public in and for said State, personally appeared_____,known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____
_____ (Surety) thereto and his own name as Attorney-in-Fact.

_____
Notary Public in and for said State

(SEAL)

My Commission expires:_____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Imperial (sometimes referred to hereinafter as "Obligee") has awarded to(hereinafter designated as the "Contractor"), an agreement dated _____ _____, described as follows:

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

(hereinafter referred to as the "Contract"): and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Imperial and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code, in the sum of _____ _____ Dollars ($_____), said sum being not less than one hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Sub-contractors, shall fail to pay for any materials, provisions or other supplies, implements, machinery or power used in, upon for or about the performance of the Public Work contracted to be done, or to pay any person for any work or labor of any kind, or for bestowing skills or other necessary services thereon, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of paid Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____day of _____, 2024.

PRINCIPAL/CONTRACTOR:

_____

By:_____

SURETY:_____

By:_____
Attorney-in-Fact

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM**.

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

_____

(Name and Address of agent or representative for service of process in California if different from above) _____

_____

_____

(Telephone Number of Surety and agent or representative for service of process in California). _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this___ day of_____, in the year 2024, before me, _____, a Notary Public in and for said State personally appeared_____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the_____(Surety) and acknowledged to me that he subscribed the name of the _____(Surety) thereto and his own name as Attorney-in-Fact.

_____
Notary Public in and for said State

(SEAL)

My Commission expires:_____

Note: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

GENERAL LIABILITY ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION Endorsement #_____

1. Insurance Company:_____

   Policy Number:_____

2. Policy Term: (From)_____(To)_____

   Endorsement Effective Date:_____

3. Named Insured:_____

4. Address of Named Insured:_____

   _____

5. Limit of Liability Any One Occurrence/Aggregate:
   $_____

6. Deductible or Self-Insured Retention (Nil unless otherwise specified):
   $_____

7. Coverage is equivalent to:

   * Comprehensive General Liability form GL0002_____

   _____

   Commercial General Liability "Occurrence" form CG0001_____

   _____

8. Bodily Injury and Property Damage Coverage is:_____"occurrence"

Note: The City of Imperial standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage is not acceptable. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

9. Description of Project:_____

   _____

   _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. INSURED. As respects any work performed on the above-described Project, the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured on the above-described Project for or on behalf of the City of Imperial; or (b) products sold by the Named Insured to the City of Imperial for use on the Project; or (c) premises leased by the Named Insured from the City of Imperial, the insurance afforded by this policy shall be primary insurance as respects the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured schedule underlying primary coverage. In either event, any other insurance maintained by the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

   (1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or

   (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or

   (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City Imperial, its elected or appointed officer, officials, employees, consulting engineers or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

C. **INCIDENT AND CLAIM REPORTING PROCEDURE**

Incidents and claims are to be reported to the insurer at:

ATTN:_____
(Title) (Department)

_____
(Company)

_____
(Street Address)

_____
(City) (State) (Zip Code)

_____
(Telephone Number)

D. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my signature hereon do so bind this company.

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on endorsement furnished to the City of Imperial)

ORGANIZATION:_____

TITLE:_____

ADDRESS:_____

TELEPHONE:_____

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION Endorsement #_____

1. Insurance Company:_____

   Policy Number:_____

2. Policy Term: (From) _____(To)_____

   Endorsement Effective Date:_____

3. Named Insured:_____

4. Address of Named Insured:_____

5. Limit of Liability Any One Occurrence/Aggregate
   $_____

6. Deductible or Self-Insured Retention (Nil unless otherwise specified):
   _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. *INSURED*. The City of Imperial, its elected or appointed officers, officials, consulting engineers, employees and volunteers are included as insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers or volunteers.

2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City of Imperial, the insurance afforded by this policy shall:

   (a) be primary insurance as respects the City of Imperial, its elected or appointed

officers, officials, employees, consulting engineers or volunteers;

or

(b) stand in an unbroken chain of coverage in excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City of Imperial, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage to the Named Insured at least as broad as:

(1) Insurance Services Office form number CA 00001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.
(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Imperial, its elected or appointed officer, officials, employees, consulting engineers or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

_____
(Company)

_____
(Street Address)

_____
(City) (State) (Zip Code)

_____
(Telephone)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my signature hereon do so bind this company.

_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on endorsement furnished to the City of Imperial)

ORGANIZATION:_____

TITLE:_____

ADDRESS:_____

TELEPHONE:_____

WORKER'S COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION Endorsement #_____

1. Insurance Company:_____

   Policy Number:_____

2. Effective Date of This Endorsement:_____

3. Named Insured:_____

4. Employer's Liability Limit (Coverage B)_____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

2. WAIVER OF SUBGROGATION. The Insurance Company agrees to waive all rights of subrogation against the City of Imperial, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City of Imperial.

C. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my signature hereon do so bind this company.

_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on endorsement furnished to the City of Imperial)

ORGANIZATION:_____

TITLE:_____

ADDRESS:_____

TELEPHONE:_____

CITY OF IMPERIAL
GENERAL SPECIFICATIONS
FOR
Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

SCOPE OF WORK
The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the contract documents to construct the above stated project.

The work consists generally of: grinding existing AC pavement, placing HMA leveling course, install ARAM, and ARHM overlay.

The scope of work includes, prior to the start of construction, the coordination between the City of Imperial and the Contractor. Testing and Studies shall be paid by City.

Asphalt and concrete demolition debris shall be recycled or diverted as required by the City's C&D Ordinance.

LOCATION OF WORK
1. Various streets inside the City of Imperial city limits.

TIME OF COMPLETION
The Contractor shall complete all work in every detail within Ninety (90) working days after the date of the Notice to Proceed, exclusive of maintenance periods.

TRAFFIC REQUIREMENTS
All streets must remain open to public traffic. Temporary street closures may be made with the prior approval of the City Engineer.

UTILITY REQUIREMENTS
The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with an approximate locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1-800-422-4133. Contractor shall contact USA as specified and shall provide the City with proof of contact with USA upon request.

Prior to begin of construction, the Contractor shall "pot hole" and/or excavate to determine the depth of existing underground utilities. Any "pot hole" and/or excavation shall be performed in presence of the utility company representative. Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their utilities or structures.

1. Imperial Irrigation District Power: Maricruz Salcedo (760) 339-9493
2. Imperial Irrigation District Water: Olivia Alcaraz (760) 339-9108
2. Southern California Gas: J.Montenegro, (760) 352-6100 / E.Cuevas (760) 370-5812
3. SBC - Telephone Company: Mike Ormand, (760) 337-3358
4. Time Warner (Cable TV): Keith Johnson, (760) 352-8835
5. Imperial County Public Works Department: John Gay, Deputy Director, (760) 482-4462
6. City of Imperial Water Department: Robert Emmitt, (760) 355-2155
7. City of Imperial Wastewater Department: Chris Kemp, (760) 355-2718
8. City of Imperial Public Works Department: David Dale, (760) 355-1152

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations.

The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities, including temporary service connections. Payment for protection in place shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters may be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

The Contractor shall conduct his operations in such a manner that storm or other waters may proceed uninterrupted along their existing street or drainage courses. Diversion of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to the probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of street right of way will be permitted.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. Dewatering for the pipelines shall commence when ground water is first encountered, and shall be continuous until such time as the excavated area or trenches are properly backfilled. Dewatering shall be accomplished by well points or some other method which will insure a preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act, 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

TRENCH EXCAVATION AND SHORING

For any contract for public works for excavation of any trench or trenches five (5) feet of more in depth, the Agency shall require submission by the Contractor and acceptance by the awarding body or by a Registered Civil or Structural Engineer to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. This plan shall be prepared by a Registered Civil or Structural Engineer.

Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the safety standards set forth by the State of California Safety Requirements. Nothing in this Section shall be construed to impose tort liability on the awarding body or any of its employees.

STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the latest edition of the *STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION*, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California (The Greenbook).

Copies of these Standard Specifications are available from the publisher:
Building News, Incorporated
P.O. Box 3031 Terminal Annex
Los Angeles, California 90051
(213) 202-7775

The Standard Specifications set forth above will control the general provisions for this contract except as amended by the Plans, Special Provisions, or other contract documents.
The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the latest edition of the Standard Specifications of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

State of California
Department of Transportation
Central Publication Distribution Unit
6002 Folsom Boulevard
Sacramento, California 95819

References in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Imperial or other governing agency as specified.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to State general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Sections 1770, 1773, and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Clerk of the Agency and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5, and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less

than the state prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum state wage rates to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures, and certain notices required of the Contractor pertaining to their location.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprentice able occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice able trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

Clayton Act and Cartwright Act

Section 4551 of the State Government Code specifies that in executing a public works contract with the Agency to supply goods, services or materials, the Contractor or Subcontractors offers and agrees to assign to the Agency all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the Agency tenders final payment to the contractor without further acknowledgment by the parties.

CITY OF IMPERIAL
SPECIAL PROVISIONS

for

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

MODIFICATIONS TO: STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

PART I - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 *DEFINITIONS.*

City	- City of Imperial
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Imperial
Engineer	- City Engineer
Federal	- United States of America
State	- State of California

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 *AWARD AND EXECUTION OF CONTRACT.*
Is amended as follows:

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

~ Contract Agreement
~ Faithful Performance Bond
~ Payment Bond
~ General Liability Endorsement
~ Automobile Liability Endorsement
~ Worker's Compensation/Employers Liability Endorsement

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.
The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials.
A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-4 *CONTRACT BONDS.*
add the following:
Both the Faithful Performance Bond and the Payment Bond shall each be for not less than one hundred percent (100%) of the total contract amount. The Payment Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will not be released until one year after said date.

2-5 *PLANS AND SPECIFICATIONS.*

2-5.1 *General.*

the first paragraph is amended as follows:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the record conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

2-9 *SURVEYING*

2-9.3 Survey Service.

Is amended as follows:

CITY shall obtain and pay for the construction staking services of a surveyor as needed to perform the work. The City will provide the services of a properly licensed surveyor to establish control points and relocate survey monuments before construction begins. Contractor shall protect existing survey monuments.

SECTION 3 - CHANGES IN WORK

3-2 *CHANGES INITIATED BY THE AGENCY*

3-2.1 General.

add the following:

The term "Contract Price" as specified herein shall serve to mean the total dollar value of the Contractor's original bid for all of the various items of work combined and shall not be construed to mean the subtotal shown for any singular item of work.

3-3 *EXTRA WORK*

3-3.2 Payment

3-3.2.3 *Markup.*

add the following as the first paragraph:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers, and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall not be reported at the labor classification of the work performed.

SECTION 4 - CONTROL OF MATERIALS

4-1 *MATERIALS AND WORKMANSHIP*

4-1.4 *Test of Materials*.

add the following:

TESTING LABORATORY SERVICES

All tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Engineer, according to the City's Quality Assurance Program (QAP).

TESTING SERVICES FURNISHED BY CITY

The City shall pay all charges of testing laboratories for quality control tests made in the field or laboratory on concrete, asphalt mixtures, moisture-density (Proctor and relative density tests on embedment, fill, and backfill materials, in-place field density tests on embedment's and fills), and other materials and equipment, during and after their incorporation in the Work, except re-testing which shall be paid by Contractor. Field sampling and testing will be performed by the City's independent commercial testing laboratory, in the general manner indicated in the specifications, with minimum interference with construction operations. The independent commercial testing laboratory shall determine the exact time and location of field sampling and testing, according to the City's Quality Assurance Program (QAP), and, may require such additional sampling and testing as necessary to determine that materials and equipment conforms with data previously furnished by Contractor and to the Contract Documents.

Samples and test specimens will be delivered to the testing laboratory by testing laboratory personnel. The testing laboratory shall perform all laboratory tests within a reasonable time.

Contractor shall furnish all sample materials and cooperate in the sampling and field testing activities, interrupting the Work when necessary. When sampling or testing activities are performed in the field by Engineer, Contractor shall furnish personnel and facilities to assist in the activities as required.

The City shall not retain any testing laboratory against which Contractor has reasonable objection, and if at any time during the construction process the services become unacceptable to Contractor, Contractor may request in writing that such services be terminated.

The request must be supported with evidence of improper testing. If the Engineer determines that sufficient cause exists, the Engineer shall terminate the services and engage a different testing laboratory.

TRANSMITTAL OF TEST REPORTS

Written reports of tests and engineering data furnished by Contractor for Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

The testing laboratory retained by the Engineer will furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the engineer and one copy to the Contractor within three working days after each test is completed.

SECTION 5 - UTILITIES

5-1 *LOCATION.*
add the following paragraph:

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 *CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.*
is amended as follows:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

The Construction Schedule shall include the timeframes necessary to conduct those studies, testing and reports, prior to the star of construction or commencement of work, in coordination with the City of Imperial pursuant to the Project Environmental Conditions listed on Appendix E (See also Scope of Work under the General Specifications).

Prior to issuing the Notice to Proceed, the Engineer will schedule a pre-construction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures, including City's Quality Assurance Program, City Staff and/or City Consultants designated to the project, etc..

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 *TIME OF COMPLETION.*

6-7.1 *General.*
add the following:

The time for completion shall be **20** working days from the issuance date of the Notice to Proceed.

6-7.2 *Working Day.*

is amended as follows:

The Contractor's activities shall be confined to the hours between 7:00 AM and 6:00 PM, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.
In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

6-9 *LIQUIDATED DAMAGES.*

the last sentence is amended as follows:

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for completion of the work the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of **$827.00** per day.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 *CONTRACTOR'S EQUIPMENT AND FACILITIES.*

add the following:

A noise level limit of 86 db at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 *LABOR.*

7-2.2 *Laws.*

add the following:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 *LIABILITY INSURANCE.*

the entire Subsection is amended as follows:

7-3.1 Indemnification. The Contractor shall indemnify and save harmless the CITY OF IMPERIAL and the County of Imperial from all claims or suits for damages arising from his prosecution of the contract work, as more fully described in Subsection 7-3.2 "Contractor's Liability".

The Contractor shall maintain during the life of the contract a protective liability policy. The policy shall provide for not less than the following amounts;

Bodily Injury	$1,000,000	each person
	$2,000,000	each accident
	$2,000,000	aggregate products and completed operations
Property Damage	$ 500,000	each accident
		Worker's Compensation Statutory

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective. The following statement shall be included on the insurance certificate:

"Additional Insured: The insurer agrees that the City and its City Council, and/or all City Council appointed groups, committees, boards and any other City Council appointed body, and/or elective and appointive officers, servants or employees of the City when acting as such are additional insured hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City."

The Contractor agrees to protect, defend and indemnify the CITY OF IMPERIAL against loss, damage or expense by reason of any suit, claims, demands, judgments and causes of action caused by the Contractor, his employees, agents or any subcontractor or by any third party arising out of or in consequence of the performance of all or any operations covered by the Certificate of Insurance. The Contractor, at his option, may include such coverage under his Public Liability coverage.

7-3.2 *Contractor's Liability*.

The CITY OF IMPERIAL, its City Council, or the Engineer shall not be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the Contractor, or his workmen, or any one employed by him; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions at any time before its completion and final acceptance, and shall indemnify and save harmless the CITY OF IMPERIAL, its City Council, and the Engineer from all suits or actions of every name and description, brought for, or on account of, any injuries or damages received or sustained by any person or persons, or by the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, he may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

7-5 *PERMITS*.

the first sentence is amended as follows:

Prior to the start of any work, including "pot holes" and excavation to determine depth of existing underground utilities, the Contractor shall take out the applicable Agencies permits

and make arrangements for Agencies inspections, i.e. County of Imperial, City of Imperial, Imperial Irrigation District. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. The City of Imperial will reimburse the permit fees paid by Contractor to said agencies or public utilities. The City will waive the City's usual encroachment permit fees.

7-10 *PUBLIC CONVENIENCE AND SAFETY.*

7-10.1 *Traffic and Access.*

add the following:

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The Contractor shall notify all affected property owners of the proposed schedule a minimum of 48 hours, but not more than 72 hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above.

The Contractor shall notify the following public agencies –but not limited to: California Highway Patrol, US Border Patrol, County Fire Department, County Sheriff, Imperial County Department of Public Works, Imperial Valley College, other, of the proposed project schedule, a minimum of 48 hours, but not more than 72 hours, in advance of any access limitation, detour or closure of the project site.

Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed.

7-10.2 *Storage of Equipment and Materials in Public Streets.*

add the following:

The Contractor shall assume full responsibility for any damage caused by stockpiling and shall repair same at his expense. The Contractor shall also be responsible for providing traffic control as required to protect the public from hazards caused by stockpiling within the right of way. Payment for the above, if any, will be deemed as included in the items of work and no additional compensation will be allowed.

The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way.

In such case the Contractor shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work.

Location of site to be approved by Agency. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to Agency. The Notice of Completion will not be issued until said release is submitted.

7-10.3 *Street Closures, Detours, and Barricades.*

add the following:
The Contractor shall maintain the minimum traffic requirements designated in the General Specifications. It shall be the Contractor's responsibility to furnish a detailed detour signing and barricade plan for Agency approval.

The Contractor shall be responsible for providing temporary access to all driveways at the end of each workday.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the current State of California Department of Transportation Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways.

The Contractor shall furnish competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public of construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen," of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish any pay for these devices.

The Contractor shall distribute notices to all affected residents and businesses at the stated minimum time prior to the start of work:

Excavations, overlays and miscellaneous repairs – 36 hours

The Contractor shall also be required to post "Temporary No Parking" signs along the streets to be resurfaced during each working day, forty-eight (48) hours prior to resurfacing. The "NOTICES" and "Temporary No Parking" signs will be furnished by the Contractor.

The Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure, detour or restriction to access:

1. City Engineer at 760-355-1152
2. Fire Department at 760-355-1191
3. Imperial Police Dept. at 760-355-4327
4. Imperial County Sheriff's Dept.760-482-6301
5. Imperial County Public Works Dept.760-482-4462

Full compensation for conforming to this article shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefore.

7-10.4 *Safety*.

7-10.4.1 *Safety Orders*.
add the following:

CONSTRUCTION SAFETY ORDERS

The Construction Safety orders of the State of California, Department of Industrial Relations, effective November 15, 1975, and as amended, shall be applicable to the work in this contract. The Contractor's special attention is directed to:

Article 6
Excavations, Trenches and Earthwork

Article 11
Traffic Control, Flagmen, Barriers and Warning signs; and

***Article 28 ***
Miscellaneous Construction Equipment prior to the start of work, the Contractor will be required to obtain a permit from the Office of the Division of Occupational Safety and Health. The office serving the Imperial area is at 7807 Convoy court, Suite 140, San Diego, California 92111, Telephone Number; (619) 637-5534.

The Contractor shall provide the City Engineer's office with a copy of the permit prior to the start of excavation, and the permit shall be maintained on the job site at any timework requiring trenching or shoring operations exist.

Where excavation of any trench 5 feet or more in depth is required, the Contractor shall submit to the City Engineer for approval, in writing, two weeks in advance of excavations, a detailed plan showing the design of shoring bracing, sloping, protection of existing utilities, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench. If such plan varies from shoring system standards

established by the Construction Safety Order. The plan shall be prepared by a Registered Civil or Structural Engineer.

Copies of said regulations are available from the documents Section, P.O. box 20191, Sacramento, California 95820. The cost of furnishing labor, tools, equipment, services and items required thereby shall be borne by the Contractor as part of this contract work and he shall not be entitled to additional compensation for compliance with said regulations.

7-15 *PAYROLL RECORDS.*
add the following paragraph:
Payroll records shall be submitted to the Agency by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 *PAYMENT.*

9-3.2 *Partial and Final Payment.*

the last paragraph is amended as follows:

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month.

The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

The full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

In conformance with the Public Contracts Code, Section 22300, the Contractor may substitute securities for any monies withheld by the Agency to secure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Agency or with a State or Federally chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by Agency of Contractor's satisfactory completion of the contract. Actual pay quantity measurements will be done at the end of each working day and agreed upon by both the Contractor and the Engineer's representative.
The type of securities deposited and the method of release shall be approved by the City Attorney's office.

9-3.3 *Delivered Materials.*
is amended as follows:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, subject to the discretion of the City Engineer.

9-3.4 *Dewatering.*
is amended as follows:

The Contractor may encounter groundwater or water from other sources during excavation. The Contractor shall provide and maintain at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations or other parts of the work. Dewatering shall be accomplished by methods, which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations.

Dewatering shall commence when groundwater is first encountered, and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this section or other requirements.

Disposal of watering from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conforms to the Porter-Cologne Water quality control Act, 1974, the Federal Water Pollution Control Act Amendment of 1972; and the California Administrating code, Title 23, Chapter 3.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property. Conveyance of the water shall be such as to not interfere with traffic flow or other construction. No water shall be drained into work built or under construction without prior consent of the City Engineer.

Water shall be desanded before disposal in any storm drain system. The system used for desanding the water shall be a baffled structure and shall provide not less than five minutes detention time and shall have a "flow-through" velocity not exceeding 0.2 feet per second at the anticipated peak flow. The desanding box shall be cleaned as required to maintain the detention time and flow-through limitations specified above.

9-3.5 *Mobilization.*
is amended as follows:

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the project site.
The compensation paid for mobilization shall be full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein. Payment for mobilization will be included in the items of work listed in the **BID PROPOSAL.**

PART II – CONSTRUCTION MATERIALS

All CONSTRUCTION MATERIALS AND CONSTRUCTION METHODS shall be according to the latest edition of the State of California Department of Transportation (CALTRANS) Standard Specifications, and according to the CONSTRUCTION PROJECT PLANS called for in APPENDIX F.
NOTE: Bituminous Materials using "Terminal Blend" products and/or materials, will not be accepted, neither for the ARAM Interlayer or for the Asphalt Rubber Hot Mix Overlay.

PART III - CONSTRUCTION METHODS

All CONSTRUCTION MATERIALS AND CONSTRUCTION METHODS shall be according to the latest edition of the State of California Department of Transportation (CALTRANS) Standard Specifications, and according to the CONSTRUCTION PROJECT PLANS called for in APPENDIX F.

Miscellaneous Provisions

TRAFFIC CONTROL
All traffic control for the project shall be in accordance with the Special Provisions and the latest edition of the California Manual on Uniform Traffic Control Devices (California MUTCD) and the latest edition of the "Construction Area Traffic Control Devices" of CALTRANS Standard Specifications.

SUBMITTALS
The Contractor shall submit eight (8) copies of the following shop drawings to the Engineer for review and approval at least ten (10) days before drawings will be required for ordering materials and commencing the work. Each shop drawing and sample submission shall bear a stamp or specific written indication that the Contractor has satisfied the Contractor's review and approval of that submission. The Contractor shall provide specific written notice of any variations that the shop drawings may have from the requirements of the Contract Documents.
Within 8 calendar days of receipt of shop drawings, the Engineer will return two (2) copies of each drawing to the Contractor with his comments thereon. If so indicated, the Contractor shall make corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. The Engineer's review and approval of Shop Drawings or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents. Shop drawings shall be submitted but not limited to the following items:

A. The Contractor shall submit manufacturer's mill specification sheet listing diameter, thickness, and class of steel used in making the jacked casing, and the mil certification.

B. The Contractor shall submit drawings showing the location of approach trench, jacking pit, tunnel and receiving pit, and joint type for both casing and carrier pipe.

C. The Contractor shall submit a tunnel construction schedule, which includes casing installation, carrier pipe installation, approach trench backfill, and receiving pit backfill.

D. The Contractor shall submit shoring plans for review to the City Engineer. Shoring plans must be prepared and approved by a registered Civil or Structural Engineer.

E. The Contractor shall submit drawings of the precast reinforced concrete manholes and appurtenances, including structural calculations prepared and approved by a Registered Civil or Structural Engineer.

F. The Contractor shall submit manufacturer's specification and information and regarding to all materials to be used on the work site.

PRESERVATION OF MONUMENTATION

The Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks located within the limits of the project. If any of the above require any removal, relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed surveyor or pre-1972 licensed civil engineer, establish sufficient temporary ties and bench marks to enable the points to be reset by the Contractor after completion of construction.

Any ties, monuments and bench marks disturbed during construction shall be reset after construction per City of Imperial or County of imperial standards, as applicable, and the tie notes submitted to the City of Imperial or County of Imperial on 8-1/2" x 11" note paper. The Contractor and its sureties shall be liable for, at its expense, any resurvey required due to its negligence in protecting existing ties, monuments, bench marks or any such horizontal and vertical controls.

The Contractor shall comply with The Land Surveyors Acts #9771 (Record of Surveys-Monumentation) and #8773 (Corner Records-Records of Survey for "Lost Corners").

NOTES

Note 1: The "Standard Specifications" being referenced on the information and the forms provided under this **Appendix C**, are the latest edition of "CALTRANS Standard Specifications".

Appendix A has been prepared by the City's Projects Manager / Consultant, as certified below, for the:

Pavement Rehabilitation of Various Roads in the City of Imperial
BID NO. 2024-06

Appendix A
California State General Prevailing Wage Rates

THE CONTRACTOR SHALL CHECK WITHIN 10 DAYS OF THE BID OPENING THE LATEST WAGE RATES

Appendix B
Specifications and Special Provisions

SPECIFICATIONS

1.1 STANDARD SPECIFICATIONS

The work embraced herein shall be done in accordance with the appropriate provisions of construction details as shown in the specifications entitled "State of California, Department of Transportation Standard Specifications 2010" insofar as the same may apply. Also portions of the work shall be done in accordance with the "GREENBOOK" Standard Specifications for Public Works Construction 2012 Edition. These specifications are hereinafter referred to as the Standard Specifications and in accordance with the following provisions:

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean to refer the following:

Department of Public Works or Division of Highways – City of Imperial, California Director of Public Services – The Director of Public Services of the City of Imperial, California.

Engineer – The City Engineer, acting directly or through properly authorized agents, such agents acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory – The designated laboratory authorized by the City of Imperial to test materials and work involved in the contract.

State – The City of Imperial, California.

Other terms appearing in the Standard Specifications, the General Conditions and these Special Provisions, shall have the intent and meaning specified in the Sections 1, "Definitions of Terms", Standard Specifications. In case of conflict between the Standard Specifications and these General Conditions and Specifications, the General Conditions and Specifications shall take precedence over and be used in lieu of such conflicting portions.

1.2 SCOPE OF WORK

The work shall include grinding of existing asphalt concrete pavement, installation of conventional-asphalt concrete leveling course, asphalt-rubber aggregate membrane, gap graded asphalt-rubber hot mix, and traffic control.

END OF SPECIFICATIONS

SPECIAL PROVISIONS

1. ORDER OF WORK

Prior to commencement of any work on the project, a preconstruction conference will be held for the purpose of review and discussion of progress schedule and construction procedures. At the discretion of the Director of Public Services, periodic meetings involving project personnel (Contractor, utility and others) will be held for the purpose of coordinating project activities.

2. STARTING AND COMPLETION OF WORK

The work called for in these contract documents shall commence within (10) calendar days after that date set out in the **Notice-to-Proceed** issued by the City, and shall be diligently pursued to completion within **Ninety** (**90**) working days of said date.

3. FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

It is agreed by the parties of the contract that in case of all work called for under the contract is not completed before or upon the expiration of the time limits set forth in these Special Provisions, damages will be sustained by the City of Imperial and that it will be impracticable to determine the actual damage by which the City will sustain in the event of and by reason of such delay and it is therefore agreed that the contractor will pay to the City of Imperial the sum of three hundred dollars **($500.00)** per day for each and every day delay beyond the time prescribed to complete the work.

4. MAINTAINING TRAFFIC

The Contractor shall maintain two-way traffic in the work area in accordance with the "Manual of Uniform Traffic Control Devices" (MUTCD), 2010 Edition or as modified, available through the State of California, Department of Transportation, 1900 Royal Oaks Drive, Sacramento, California 95815.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

The contractor shall make every effort to keep driveways open during working hours. After work hours, all driveways shall be accessible and safe. The payment for item shall be included in the bid price for the applicable item of work for which traffic control is performed.

5. NOTICE AND POSTING REQUIREMENTS

CITY shall post and remove temporary "No Parking" signs as needed. Signs shall be in place for at least 48 hours in advance of commencing of work. Signs may be attached to existing poles, parkway trees, or any available support that may exist in the public right-of-way or the contractor may furnish sign supports as may be necessary.

Multiple notices shall be delivered and hung on door handles of each residence and to each business affected by the construction. The format and content of the notices shall be submitted to the Engineer for approval at least 2 weeks prior to use. Notices will be required as follows:

1) A general notice in all cases will be required 2 weeks in advance of work, describing the sequence of activities that will affect parking and access to properties, to be delivered 2 weeks prior to construction. This notice will generally address parking and access for street resurfacing with further details to follow on subsequent notices, except detailed information will be required in this first notice to explain the leveling course portion of the work.
2) A notice prior to ARAM, with specifics about parking and access, to be delivered 48 hours prior to construction.
3) A notice prior to Slurry, with specifics about parking and access to be delivered 48 hours prior to construction.
4) A combined notice about System III, that includes specifics about both ARAM and ARHM-GG overlay to be delivered 48 hours prior to construction.

Notice numbers 1), 2) and 3) shall be delivered for System I and System II. Notice numbers 1) and 4) shall be delivered for System III.

6. CONSTRUCTION AREA SIGNS

The Contractor shall furnish, install, maintain, and remove all construction area signs in conformance with the plans and Sections 12-3.06 of the Standard Specifications.

7. REPAIR EXISTING ROADBED

Where directed by the Director of Public Works, broken or failed, or other unsatisfactory portions of the existing roadbed shall be removed and disposed of and the resulting excavation shall be filled with asphalt concrete pavement in conformance with specifications and to be compensated by applicable bid item.

8. REMOVE PAVEMENT MARKINGS

Existing pavement markers, when no longer required for traffic lane delineation as directed by the Director of Public Works, shall be removed and disposed of.

Full compensation for removing and disposing of pavement markers shall be considered as included in the contract price for the applicable bid item for roadway surfacing and no separate payment will be made therefore.

9. ASPHALT CONCRETE LEVELING COURSE

The work shall consist of installing asphalt concrete Type A ½-inch Hot Mix Asphalt conforming to Section 39 of Caltrans Standard Specifications 2010. The Contractor shall submit for approval to the City Engineer a Caltrans signed and verified Job Mix Formula (JMF) on Caltrans Form CEM 3513, 15 days prior to the beginning of the work.

9.01 Placing

All holes and cracks exceeding 2 inches deep by 5 inches wide by 7 inches long in all 3 dimensions shall be filled with asphalt concrete approved for skin patch compacted level with the top of the existing pavement. All cracks and joints 1/4 inch or greater in width shall be blown thoroughly clear with high pressure air or power broomed clean to a depth of 3/4-inch min. prior to final sweeping just ahead of leveling course.

Tack coat on all feathered areas and cold milled areas shall be SS-1h applied at .48 liters per square meter (.12 gal/sy).

The Contractor shall place asphalt concrete with a self-propelled asphalt paving machine. Contractor shall provide a 20 foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer as a minimum.

Asphalt concrete shall be placed at a minimum thickness of ¾-inch. Non-uniform surface voids or scraped rock surfaces on the surface of the mat behind the screed will be considered indication of aggregate particle conflicts between screed and existing grade, resulting in cessation of paving until adjustment of thickness to provide for a smooth surface is provided to the satisfaction of the Engineer.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.
Rubber tire rollers shall be used on any leveling course.
Join lines between successive runs shall be within 150 mm (6 inches) of lane lines or a minimum of 3.6 m (12 feet) outside of the outer most lane line.

9.2 Compaction

The Contractor shall use the following equipment as a minimum:

One pass with a steel wheeled 2-axle tandem vibratory breakdown roller weighing between 10 tons and 12 tons with wheels whose diameter shall measure a minimum of 40 inches.

Two passes with a pneumatic-tired roller weighing **not less than 12 tons**.

An 8 to 10-ton roller shall perform finish rolling.

9.3 Payment

Payment of this item complete shall be by the English ton for leveling course, and shall be considered to include compensation for all holes and crack preparation as specified in this Section 9 of Special Provisions.

302-9.1 General.

~~ARHM-GG construction on System III streets shall be performed on a different day than on intersections that are not contiguous with a System III street, without written authorization from the Engineer. Non-conformance with this requirement will be cause to pay for tonnage of pavement in all areas on that day at the lowest of the two tonnage prices.~~

10. ASPHALT CONCRETE REPAIRS

10.1 Remove and replace Asphalt Pavement

The work under this item shall include removal and replacement of existing asphalt concrete pavement. Repair locations will be as marked by the Engineer on the existing pavement. The perimeter of all repairs shall be sawcut minimum 3-inches deep.

Asphalt replacement shall be performed the same day as removals.

Asphalt concrete used for remove and replace asphalt pavement shall be 3/4" Maximum, Coarse.

Tack coat for vertical joints on repairs in AC shall be uniformly applied as two coats SS-1h applied uniformly at .64 liter per square meter (.20 gal/SY) each coat.

Compensation for Remove and Replace Asphalt Pavement will be made at the unit price bid per ton of asphalt concrete used for the repairs. The price per ton shall include sawcut, excavation and removal, subgrade preparation, tack coat, and placement and compaction of AC and all incidentals.

10.2 Skin Patch

Areas marked with an "S" shall receive a layer of a fine AC mix on existing pavement. The AC mix design shall be submitted to the Engineer for review and approval at least 5 working days prior to use on the project. Pavement shall be allowed to dry prior to placement of any material and a torch shall be used to evaporate and thoroughly dry out any residual dampness prior to application of tack coat. Tack coat shall be applied in all areas to be paved, but no more than 10 minutes ahead of paving in wet areas. AC skin patch material shall be placed in the depressed area slightly below flush with surrounding pavement. Thorough compaction shall be provided by a walk behind roller or other small roller.

Tack coat on all feathered areas around the perimeter of skin patches shall be .13 gal/SY. It is considered extremely important that material used for feathers be rolled above minimum temperature. Contractor shall provide a heated compartment to maintain temperature of material or bring enough material to maintain temperature of the mass of AC until placement is complete.

The unit price bid per square foot for Skin Patch will be considered full compensation for all preparation, tack coat, materials, placement and compaction of skin patch, including all incidentals.

11. SLURRY SEAL

Construction and materials for Emulsion-Aggregate Slurry shall conform to Subsection 203-5 and 302-4 of the GREENBOOK, except as modified herein.

SECTION 203-5 - EMULSION-AGGREGATE SLURRY

203-5.1 General

Emulsion-aggregate slurry shall be polymer modified.

203-5.2 Materials

Emulsion - aggregate slurry shall be Type II, unless otherwise indicated on the plans, bid schedule or in these specifications. The amount and type of accelerator or retardant used shall be approved by the Engineer, and shall provide for curing sufficiently to support traffic within 2 hours.

Emulsified asphalt shall be CQS-1h.

Prior to the time of delivery of each shipment of asphalt emulsion, the Contractor shall deliver to the City certified copies of the test report for that emulsion. The test report shall indicate the name of the vendor, type and grade of asphalt emulsion, date and point of proposed delivery, quantity, purchase order number, and results of the specified tests. The test report shall be signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the standard specifications and is compatible with the proposed aggregate. Testing shall be accomplished by an accredited materials testing laboratory approved by the Engineer.

Prior to a change of emulsion, Contractor shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between the two emulsions.

Contractor shall schedule and coordinate the delivery of aggregate to the stockpile(s) such that: (1) deliveries originate at the plant and arrive at the stockpile site within normal work hours on the same calendar day, (2) delivery site and project name are explicitly stated on each delivery ticket, (3) successive deliveries on the same calendar day show the cumulative total for that day, (4) copies of all delivery tickets are delivered to the Engineer before the end of the working day, whereas any delivery tickets not so delivered may be rejected by the Engineer. Any deviation from this process must have the prior approval of the Engineer.

203-5.2.1 Polymer Modified Emulsion. Polymer modified emulsion-aggregate slurry shall conform to Table 203-5.2.1(A).
Asphalt emulsions shall be composed of a paving asphalt base uniformly emulsified with water and an emulsifying or stabilizing agent. Polymer modified asphalt emulsions shall also contain a polymer.

The asphalt emulsion shall be homogeneous. Within 30 days after delivery and provided separation has not been caused by freezing, the asphalt

emulsion shall be homogeneous after thorough mixing. The polymer used in the manufacture of polymer modified asphaltic emulsion shall be, at the option of the Contractor, either neoprene, ethylene vinyl acetate, or a blend of butadiene and styrene.

The emulsion supplier shall certify that the asphalt residue contains at least 2.5 percent polymer (dry weight) and that the polymer has either been added as a solid polymer to the base asphalt, or has been added in the form of a latex at the time of emulsion manufacture.

Polymer modified emulsified asphalt shall be kept in a suspended state by an agitating mixer operated every 3 days.

TABLE 203-5.2.1(A)

Requirements for Polymer Modified Cationic Quick Setting Emulsions (PMCQS1h)

Properties	Min.	Max.
Tests on Emulsions		
Viscosity SSF, @ 77 F	15.0	90.0
Sieve Test, %		0.3
Storage Stability, 1 day, %		1.0
Residue by Evaporation	57.0	
Particle Charge	Positive	
Tests on Residue from Evaporation Test		
Penetration, 77 F	40.0	90.0
Ductility, 77 F, cm	40.0	
Absolute Viscosity @ 140 F, poise	2,250.0	
Solubility in Trichloroethylene	97.0	
Quantitative Test for Polymer Content Either;		
Torsional Recovery, %	18.0	
or		
Polymer Content in Residue, wt %	2.5	3.0

203-5.6 Test Reports and Certification. A certification of compliance shall be provided at least 48 hours prior to delivery of emulsion to the project.

Testing shall be accomplished by an accredited materials testing laboratory approved by the Engineer. Tests performed shall provide values corresponding to all parameters set forth in the table of requirements for the materials specified.

302-4 EMULSION-AGGREGATE SLURRY

302-4.1 General. After application, slurry shall be rubber tire rolled in all areas. The work to be done consists of furnishing all plant, labor, materials, tools, equipment and services necessary for the application of emulsion-aggregate slurry upon designated ARAM street surface areas.

302-4.2 Mixing

302-4.2.1 General. Transit mix trucks shall not be used.
Contractor shall arrange with the City for appropriate areas for stockpiling and batching. The stockpile areas shall be thoroughly cleaned, removing all excess material and all material contaminated by spilled oil, and left with a neat, orderly appearance upon completion of slurry operations in that area. Stockpiles shall be covered as necessary to prevent contamination by all materials including excessive moisture. No equipment or materials shall be stored in the public right-of-way.

All trucks which the Contractor proposes to use that exceed the legal load limit will be required to have overweight permits from the Agency.

Loaders used to load spreader trucks shall be equipped with functioning weighing devices with weight read-outs. The weight of each loader bucket added to a spreader truck shall be logged in writing by Contractor's personnel after each bucket load.

Prior to the beginning of slurry operations, Contractor shall furnish, at no cost to the Agency, a current licensed weigh master's certificate indicating the net weight capacity of the aggregate bin.

Contractor shall supply the Engineer with licensed weigh master's certificates of weights for all aggregate delivered to the job during the course of each day. Aggregate so certified as being delivered for use in the contract shall be used only in the slurry mixture for this contract. Contractor shall also present weigh master's certificates for the amount of such aggregate remaining unused at the completion of the contract at no cost to the Agency. Payment shall be determined by deducting the amount of unused aggregate from the total amount of aggregate delivered, all as shown on the licensed weigh master's certificates. The certificates shall be presented to the Engineer on the same day the aggregate is delivered.

Water (excluding that water in the emulsified asphalt) shall be added at a rate of from 5 to 10 percent by weight of dry aggregate to ensure proper dispersion of the emulsified asphalt and proper workability, while (1) avoiding excess water which would allow separation and settlement of the

aggregate, (2) avoiding insufficient water which would result in balling and coagulation in the mixer, and (3) permitting uncontrolled vehicular traffic as specified herein. The exact rate will be determined by the Contractor based upon field conditions subject to approval of the Engineer.

302-4.2.2 Continuous-Flow Mixers. The mixing unit shall be equipped with a fines feeder for addition of accelerator.

The spreader box shall be equipped with a suitable drag to erase ridges. A minimum 2-foot length of burlap material shall be attached to the entire width of the drag. The spreader box shall be equipped with a steering device.

The slurry spreader box shall be maintained in a good state of repair at all times. The spreader box main strike off squeegee (rubber) shall be new at the beginning of the contract and shall be maintained in a good state of repair throughout the contract.

Equipment shall be available for inspection before the beginning of the contract and again before work is to be accomplished.

302-4.3 Application

302-4.3.1 General. The first paragraph of Subsection 302-4.3.1 of the Standard Specifications is hereby deleted and replaced with the following:

The work shall consist of preparation, mixing asphaltic emulsion, aggregate, accelerator and water, and spreading the mixture on the pavement where shown on the plans. Type II slurry shall be applied at a rate yielding a minimum 1,200 square feet per extra long ton.

Actual spread rates shall be approved by the Engineer.

302-4.3.1.1 Preparation.

Slurry shall not be applied over any manhole, valve, survey monument, or miscellaneous frames and covers. Any material used to protect such devices shall be removed and disposed of lawfully by the Contractor.

302-4.3.2 Spreading. The first sentence of Subsection 302-4.3.2 is hereby deleted and replaced with the following:

Slurry seal shall be placed only when the ambient temperature is above 50 degrees Fahrenheit and rising. No slurry will be placed during inclement weather or the threat of. Contractor will bear the responsibility of that may arise from non- cancellation.

Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, and sufficient laborers for any handwork and cleanup.

Prior to commencement of work, Contractor shall perform test sections for review and approval by the Engineer. The area of the test sections shall be at least 5,000 square feet. The section locations shall be in the area of the work, to be specified prior to construction. In no case will the Contractor begin operations until the test sections have adequately cured and he has received written approval by the Engineer. The approved mix design and test section shall be considered the standard for the operation.

No slurry seal shall be placed on a wet street or crossing without the Engineer's consent.

Intersections and commercial driveways shall be completed in two parts to allow ingress and egress to traffic. Sand may be spread over the fresh slurry only with the permission of the Engineer.

All slurried streets shall be fully swept 5 to 8 days after slurry is complete, with residual material removed to a legal disposal site.

The cost of cleanup and/or damage caused by vehicles tracking through the slurry seal will be born solely by the Contractor.

302-4.3.2.1 Rubber Tire Rolling. Rolling shall be performed with two complete coverages by a 12-ton nine-wheel rubber tired roller with a tire pressure of 50 psi. Rolling shall be performed after slurry and as soon as it sets up enough to support the roller and not pick up on the tires.

Areas of shade on the pavement that set up more than 10 minutes later than other areas shall be rolled separately, but as soon as they set up sufficiently to meet the requirements herein. Insufficient rubber-tire rollers to meet these requirements shall be cause for termination of slurry operations until rolling can keep pace with slurry spread.

302-4.4 Public Convenience and Traffic Control. The spreading schedule shall list the streets in order of proposed application and denote which streets are to be completed each day.

Traffic control with ample barricades, flaggers, standard regulatory and warning signs, no parking signs, etc., shall be provided to protect the uncured slurry surface from all types of traffic. Any damage to the uncured slurry is the responsibility of the Contractor. Traffic control plan shall be submitted to and approved by the City Director of Public Works prior to commencing work. The Contractor's work will be done on successive adjacent streets during the same day of the operation. Adequate means shall be provided to protect the slurry seal from damage by traffic for a

minimum of four (4) hours of application or until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by tires of vehicles.

Temporary "No Parking" signs shall be posted at least 48 hours in advance of the work. The signs shall be placed no more than 100 feet apart on each side of the street and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of the signs. All signs shall be removed within 48 hours after the effective date.

Contractor shall provide barricades and other traffic control devices as necessary to eliminate traffic on areas of fresh slurry that might sustain damage from such traffic. Any tracking of slurry seal on private property will be the responsibility of the Contractor to correct. Contractor shall sweep the streets for five (5) consecutive days after application of the slurry.

Slurry seal shall not be spread on the trash pickup day of each respective street.

Temporary striping devices shall be provided on all lane lines covered by slurry.

302-4.5 Measurement and Payment. The second paragraph of Subsection 302-4.5 of the Standard Specifications is hereby deleted and replaced with the following:

The contract unit price per square yard shall be considered to include full compensation for furnishing emulsion, polymer as specified, accelerator or retardant and water, and all preparation, traffic control, rubber tire rolling where specified, and other incidentals described in the work and no additional compensation will be provide therefor.

12. ASPHALT-RUBBER HOT MIX – GAP GRADED (ARHM-GG)

ARHM Material shall conform to 203-11 of the GREENBOOK as modified herein and Section 39 of Caltrans Standard Specifications 2010. The Contractor shall submit for approval to the City Engineer a Caltrans signed and verified Job Mix Formula (JMF) on Caltrans Form CEM 3513, 15 days prior to the beginning of the work.

ARHM Construction shall conform to 302-9 of the GREENBOOOK as modified herein.

203-11 ASPHALT-RUBBER HOT MIX (ARHM) WET PROCESS.

203-11.2 Materials.

203-11.2.3 Crumb Rubber Modifier (CRM).

The third and the last sentence of the first paragraph of Subsection 203-11.2.3 are hereby deleted and replaced with the following:

The high natural rubber shall be a single source material and not a blend of more than one source. The high natural CRM shall not be tire rubber. A minimum 2-ounce unground and ungranulated sample of the base stock shall be provided, along with a minimum 4-ounce ground or granulated sample. Contractor shall pay for any failed chemical analysis tests.

The fifth paragraph of Subsection 203-11.2.3 is hereby deleted and replaced with the following:

The percentage of high natural CRM shall be equal to 1000 divided by the percentage of natural rubber in the high natural CRM (using whole number percentages), e.g., 1000/40 percent equals 25 percent. The remainder of CRM shall be scrap tires.

The maximum value for Natural Rubber Content in Table 203-11.2.3(B) is hereby deleted.

The sixth (last) paragraph of Subsection 203-11.2.3 is hereby deleted.

203-11.2.4 Aggregate. The text of Subsection 203-11.2.4 is hereby deleted and replaced with the following:

The aggregate for ARHM shall conform to the "quality requirements" for asphalt concrete Type A as specified in Caltrans Standard Specifications, except for the following:

Maximum LA Rattler value at 500 revolutions shall be 35.

Eighty-five percent of coarse aggregate shapes shall be "proportioned particles", a proportioned particle being defined as a particle having a minimum dimension greater than ½ the maximum dimension as measured with a caliper. The percentage of proportioned particles shall be tested by California Test 205 with the words "proportioned particles" substituted for "crushed particles".

California Test 205, Section D, definition of a crushed particle hereby revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle".

203-11.3 Composition and Grading.

The aggregate for Asphalt-Rubber Hot Mix (ARHM-GG) shall conform to following gradations, which shall be considered included as additional columns in Table 203-11.3(A):

½-inch RHMA-G

Sieve Sizes	TV limits	Allowable tolerance
¾"	100	–
½"	90-100	TV ± 6
3/8"	83-87	TV ± 6
No. 4	28-42	TV ± 7
No. 8	14-22	TV ± 5
No. 200	0-6.0	TV ± 2

No mineral filler or material from sand or rock dust bins shall be included in the mix.

The gradation ranges shown in Table 203-11.3(A) shall be considered the Contract Compliance Range. The Operating Range for the ½" sieve shall be the full contract compliance range. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside both limits of the Contract Compliance Range. If gradation-testing results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARHM may be continued for the remainder of the day. However, another day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

Except for the No. 200 sieve, it is the intent of the Specifications that the target percentage be the central value in the Contract Compliance Range.

The asterisk noted under Table 203-11.3(A) is hereby deleted and replaced with the following:

> Once the percent asphalt-rubber binder is determined by the mix design, the tolerance shall be +/-0.5% as determined by California Test Method 382, and this tolerance shall be considered to include all sampling and testing tolerances. Variations of binder content on this basis at or exceeding +/- 0.5% from the mix design will be cause to terminate paving operations until changes to provide specified tolerances are verified and approved by the Engineer.

Any change in source of aggregate supply requires 2 weeks advance notice in writing to the Engineer, and submittals and testing in conformance with specifications for a new mix design. No single bin shall receive aggregate from more than one source. Contractor shall provide a copy of aggregate delivery tickets for aggregate delivered for use on the project.

The amount of asphalt-rubber binder to be mixed with the aggregate for Asphalt-Rubber Hot Mix Type GG will be determined by the Engineer using the samples of aggregates furnished by the Contractor in conformance with the provisions in Section 39-3.03, "Proportioning," of the Standard Specifications. The Engineer will determine the exact amount of asphalt-rubber binder to be mixed with the aggregate in conformance with the provisions in California Test 368 with the following

exceptions. The aggregate shall be mixed with PG 64-16 paving asphalt and the optimum bitumen content shall be determined in conformance with the test procedure. The optimum binder content for Asphalt-Rubber Hot Mix Type GG shall then be determined using the following formula:

A. $OBC_2 = (OBC_1) \times 1.20$
B. OBC_1 = Optimum bitumen content using PG 64-16 paving asphalt
C. OBC_2 = Optimum bitumen content using asphalt-rubber binder

The asphalt-rubber binder content of the Asphalt-Rubber Hot Mix Type GG will be determined by California Test Method 382.

203-11.4 Mixing.

The third paragraph of Subsection 203-11.4 is hereby deleted and replaced with the following:

The proportions of the materials, by total weight of asphalt-rubber binder, shall be 80 percent combined paving asphalt and asphalt modifier, and 20 percent CRM. The temperature of the blended asphalt and modifier shall be between 190 degrees C (375 Fahrenheit) minimum and 226 degrees C (440 Fahrenheit) maximum when the CRM is added. The temperature shall not exceed 6 degrees C (10 Fahrenheit) below the actual flash point of the mixture. The CRM shall be combined and mixed together in an asphalt-rubber mechanical blender meeting the requirements of 203-11.5. The combined asphalt and CRM shall be pumped into a reaction tank or distributor truck meeting the requirements of 203-11.5, Item 3A). The required mixing/reaction time shall be **90** minutes minimum. The temperature of the asphalt-rubber mixture shall be between 194 degrees C (**380** Fahrenheit) minimum to 218 degrees C (425 Fahrenheit) maximum during the reaction period.

After reacting, the asphalt-rubber binder shall conform to the requirements in Table 203-11.4(A). The minimum reaction period shall be the time from complete incorporation of materials into the mix to the time that the asphalt-rubber meets all specifications for reacted material, but no less than 90 minutes. Once established, the minimum reaction period shall remain unchanged, unless there are changes in materials or equipment that may affect rubber digestion, in which case a new reaction period shall be established per specifications. The Engineer's decision shall be final for determination of the minimum reaction period.

All material shall be tested for viscosity and verified as to complete reaction prior to transfer to any storage tank or use of the reaction tank for feet to the hot mix plant. Material reacted lower than specified temperature, but above 185 degrees C (365 F), or transferred to a storage tank prior to completion of reaction as specified, shall be reacted for total period of 3 hours prior to use. Any such transfer shall be described in the comments column of the Asphalt-Rubber Batch Log.

Inability to maintain reaction temperatures above specified minimums will be cause to terminate paving operations. Contractor is reminded that if the reaction tank does not have a gas retort heating system capable of raising the temperature of its contents at least 20 degrees per hour, there exists the inherent potential for such below

minimum temperatures to become an irreversible condition. **Certification was previously provided at time of bid opening in the bid that the asphalt-rubber hot mix plant owner, the paving subcontractor, and asphalt-rubber supplier have been made fully aware of these provisions.**

Contractor shall test viscosity and record the following information for every tank of asphalt-rubber prior to being transferred to storage or directed to feed to the hot mix plant:

1) Temperature of stored asphalt cement material at time of loading
2) Time at which the reaction tank is fully loaded
3) Tons of asphalt-rubber added to the tank for the batch
4) Total asphalt-rubber in the tank after loading
5) The beginning time of reaction (Fully loaded and above 380° F)
6) Binder temperature at time of sampling
7) Temperature of tested material
8) Viscosity reading
9) Time of viscosity test (All test results must be prior to use.)

If more than 20% of a batch is holdover material, the reaction time may be reduced, but a line item must be provided on the Asphalt-Rubber Batch Log showing items 6), 7) and 8) for a test just prior to loading new material. Reaction shall be considered to begin after all material is added. If more than 20% is holdover material, reaction time can be reduced to the fraction of total material that is holdover material, times 90 minutes, but shall be no less than 20 minutes.

A copy of the Asphalt-Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the City within 1 1/2 hours of ending production of ARHM for the day. To fit 8 ½ x 11-inch sheets, the circle chart may be faxed in 2 parts with an overlap. See Subsection 203-11.5 for circle chart requirements.

The Maximum value for Haake Field Viscosity @191 degrees C (375 degrees Fahrenheit) in Table 203-11.4(A) is hereby changed to 2400 Centipoise.

The first fully reacted passing sample on each batch, prior to transfer to storage or converting to feed to the ARHM mix plant shall be poured into a clean gallon can that has been pre-certified by the Engineer. It shall be the responsibility of the contractor to ensure that sufficient sample cans with lids are at the plant, such that the can be pre-certified at least three days prior to use. If the Engineer is not at the plant at start up, the Engineer will provide certified labels, which are pre-numbered and signed by Engineer to be affixed to the cans as they are consecutively used by number.

The Contractor shall conduct sampling such that the pre-certified sample can numbers correspond to the batch numbers beginning with one at the start of the project, increasing consecutively with each batch, without restarting the count at any point. After testing and recording the information for the batch, the corresponding pre-certified sample can shall be filled and stored for the duration of the project or until the Engineer takes possession of the can.

203-11.4.1 The second and third sentences of Item Number 3 under Test Procedure is hereby deleted and replaced with the following:

In one continuous operation, turn off the spindle rotation, remove the spindle vertically from the binder (after heating), discontinue stirring the binder and immediately insert the spindle back into the center of the binder to full immersion and wait 5 seconds. While holding the viscometer level, turn the spindle on and watch the needle on the viscometer dial and record the maximum value obtained on the dial.

203-11.5 Equipment for production of Asphalt-Rubber.

Add the following to Item 3) of 203-11.5:

A) Reaction Tank. The asphalt-rubber material shall be held in a reaction tank separate from the storage tank feeding the ARHM plant, until the reaction is complete. The reaction tank shall have agitation sufficient to increase the viscosity of the mixture to a peak viscosity reading at least 20 percent higher than the viscosity reading of the material measured at a time that the material otherwise meets specifications for reacted material. The time of reaction may be extended as needed to produce this result. It shall be the responsibility of the Contractor to demonstrate to the Engineer through viscosity readings at appropriate times that the equipment conforms to these requirements. If this cannot be demonstrated, the reaction time shall be 3 hours. Once established, the reaction time shall be the minimum time for reaction unless there are changes in materials or equipment, in which case a new reaction time shall be established per specifications. The Engineer's decision shall be final.

The reaction tank shall have a functioning paper circle chart thermometer device, which shall record tank temperatures whenever asphalt-rubber is in any stage of production. Seven days before production of asphalt-rubber starts, the Contractor shall provide the Engineer approximately double the number of charts estimated to be needed to produce the necessary binder quantity. These charts will be numbered and signed by the Engineer and returned to the Contractor prior to start of production. These signed and numbered charts shall be used throughout production of the asphalt-rubber binder. Charts shall be used in the consecutive order as numbered by the Engineer beginning with number one, and shall be returned weekly after use to the Engineer. Charts will be identified with the date they were used by the Contractor at time of installing on the equipment, and shall be identified as to the tank to which they were attached. Production of asphalt-rubber shall be terminated if this procedure is not followed and will not be restarted until

Contractor demonstrates to the Engineer that it is capable of complying with this requirement.

At the start of each production day, the paper chart shall be replaced with a new signed, dated and numbered sheet, the lead scribe shall be sharpened or ink well filled, and the circle chart shall be calibrated against a sample of material drawn early from the first batch of the day. Any calibration adjustments shall be recorded in the appropriate space provided on the batch log sheet. A spare functional circle chart device shall be at the plant at all times for immediate installation should failure occur on a circle chart device being used. Calibration shall be performed as part of such installation. The lack of a functional circle chart device on the reaction tank shall be cause to terminate production of asphalt-rubber binder. A blunt lead scribe or low ink, or a paper chart used on a prior day will be considered to render the device non-functional.

B) Storage Tank. After a complete reaction is verified by viscosity readings acceptable to the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant. No material shall be transferred to the storage tank feeding the plant until reaction is complete in the reaction tank.

302-9 Asphalt-Rubber Hot Mix (ARHM).

302-9.1 General.

ARHM-GG construction on system III streets shall be performed on a different day than on intersections that are not contiguous with a system III street, without written authorization from the Engineer. Non-conformance with this requirement will be cause to pay for tonnage of pavement in all areas on that day at the lowest of the two tonnage prices.

ARHM-GG shall be complete in all areas prior to slurry.

Tack coat material for overlay shall be SS-lh applied at a rate of 0.32 liter per square meter (0.08 gal/SY) on all areas except on ARAM, where tack coat shall be at a rate of 0.24 liter per square meter (0.05 gal/SY).

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

302-9.2 Mixing Binder with Aggregate.

For drum plants, the system shall run fully automatic with the only input to the AC plant computer being information transmitted automatically from a Corealis mass flow meter on the line of the asphalt-rubber feed to the AC plant. All automatic shutdown features of the AC plant shall be fully functional.

302-9.4 Distribution and Spreading.

The ambient temperature shall not exceed 105F at time of placing ARHM.

The temperature of ARHM shall be minimum 290 degrees Fahrenheit directly behind the paving machine and high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 240 degrees Fahrenheit.

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soy bean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Raking of ARHM shall be eliminated as much as possible. ARHM material shall not be cast across the mat under any circumstance. Raking shall be just enough to set up edges for uniform joins without casting material. Screed controls shall be the predominant means of controlling material at joints. In areas where paving machines can not be used due to space constraints, material shall not be thrown by shovels. Material shall be removed directly from the paving machine hopper and shall be placed directly in its final location, to be distributed with minimal raking. Material may be dumped directly from a truck, but further material distribution shall be by shovel directly to its final location with minimal raking. A small rubber tire tractor with a screed type attachment may be used to spread a pile dumped from a truck, but raking shall be minimized after spreading.

The paving machine screed shall not be pulled across an area already paved with ARHM, even adjacent to narrow areas to be paved. Such narrow areas shall have ARHM distributed by methods specified by shovel or rubber tire tractor, unless the adjacent area has hardened enough and will not be significantly marred by passing the screed over it. Even if hardened adequately, Contractor shall spread rock dust by hand tools to avoid cohesion of the ARHM in the screed to the existing surface of such areas of freshly cured ARHM.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

Transverse cold joints shall be provided such that longitudinal joints are not left exposed at the end of the workday.

Contractor shall provide 20 foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

302-9.5 Rolling.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Join lines between successive runs shall be within 150 mm (6 inches) of lane lines or a minimum of 3.6 m (12 feet) outside of the outer most lane line.

Initial breakdown rolling shall be static. Breakdown roller shall make two passes over all areas. A pass shall mean one passage of the roller over an area.

An intermediate roller of the same or greater width than the breakdown roller shall be rolling directly behind the breakdown roller at all times, and paving shall cease if intermediate rolling is terminated for any reason. Additional intermediate rollers may be necessary depending on production rates. Intermediate roller shall make 2 passes unless otherwise directed or approved by the Engineer.

The rolling pattern shall be approved by the Engineer and once established, the rolling pattern shall remain consistent, unless conditions change and a modified rolling pattern is needed to conform to specification. Engineer shall be notified immediately on change of rolling pattern.

All finish rolling shall be performed by a separate finish roller.

To ensure optimum quality control, the use of more than one paver must be approved in advance by the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the Standard Specifications and this Subsection 302-9.5 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

A finish roller shall be provided in addition to intermediate rolling to perform all finish rolling, such that the intermediate roller can stay immediately behind the breakdown roller at all times.

302-9.6 Rock Dust Blotter. The second sentence of Subsection 302-9.6 is hereby deleted and replaced with the following:

Rock dust blotter shall be washed concrete sand per Fine Aggregate in Section 90, spread at rate of 2 to 3 pounds per square yard as necessary to maintain traffic at the direction of the Engineer. Excess sand spread on adjoining areas to receive ARHM-GG shall be thoroughly swept before spreading any binder.

12.01 Warranty

The Contractor shall warranty the materials and workmanship of the Asphalt-Rubber Hot Mix (Type GG), for a period of 365 days, and shall repair defects identified during the warranty period, in conformance with these special provisions. The warranty period shall start upon acceptance of the pavement.

During the warranty period, should an area of ARHM (TypeGG) be found to bedefective, the Engineer will notify the Contractor in writing of the areas to be repaired. The Contractor shall complete the repairs within 60 days from the date of the notification letter, unless the Engineer determines that weather conditions are unsuitable, in conformance with the provisions in Section 8-1.06, "Time of Completion," of the Standard Specifications, for completing the repair work, in which case the Engineer will allow additional time for completion of the repairs.

The Engineer shall decide all questions which arise as to the performance of the Asphalt-Rubber Hot Mix (Type GG) during the warranty period and as to the acceptable fulfillment of the warranty, in conformance with the provisions in Section 5-1.01, "Authority of the Engineer," of the Standard Specifications.

Construction area signs, shown on the plans, shall be removed upon completion of the contract item work, except for work required by the warranty. During the warranty period, the Contractor shall place and maintain signs in conformance with Section 12-3, "Traffic-Handling Equipment and Devices," of the Standard Specifications and these special provisions. Signs shall be, at the Contractor's option, either stationary mounted or portable signs conforming to the provisions in "Construction Area Signs" of these special provisions.

At least 7 days prior to beginning placement of the leveling course under the Asphalt-Rubber Hot Mix (Type GG), the Contractor shall submit to the Engineer a written list of existing defective areas, identifying the lane direction, lane number, starting and ending highway post locations and defect type. Within 7 working days of receiving the list of existing defective areas, the Engineer will review the list and provide the Contractor written approval or revisions of the areas, as being excluded from the warranty.

Alligator pavement shall mean areas of pavement surrounded by cracks on the full perimeter where the maximum dimension of the area within the perimeter is less than 10 inches, and such areas are multiple and clustered together contiguous to each other. Defects in the existing surfacing which may qualify areas for exclusion from the warranty include: Rutting greater than 9mm in combination with flushing of surface pavement as flushing as defined herein in more than 10% of the rutted area; rutting greater than 9 mm in combination with alligator cracking in more that 15% of the rutted area; patches of cold mixed asphalt concrete placed within the last 12 months. Rutting that shall be excluded from the warranty is defined as a longitudinal depression in the wheel path that, when measured by placing a straightedge 3.6 ± 0.06-m long on the finished surface and perpendicular with the center line, varies more than 9 mm from the lower edge of the straightedge, in combination with alligator cracking or flushing in the percentages described above. Segments of the project excluded from warranty for rutting or cracking shall be warranted for the other criteria. Segments repaired by the Contractor shall be warranted for all criteria. Placement of the Asphalt-Rubber Hot

Mix (Type GG) shall not begin until the Engineer has approved the list of existing defective areas, and repairs included in the contract have been made. The Asphalt-Rubber Hot Mix (Type GG) placed over areas shown on the plans or designated by the Engineer to be repaired shall be warranted.

When it is anticipated that there will be a suspension of work of more than 120 days, the Contractor may request in writing that a separate warranty period be established for the portion of Asphalt-Rubber Hot Mix (Type GG) already completed. If the Engineer determines that the designated portion of Asphalt-Rubber Hot Mix (Type GG) work has been completed in conformance with the requirements of the contract, the Engineer will recommend that the Director relieve the Contractor of the duty of maintaining and protecting the designated portion of Asphalt-Rubber Hot Mix (Type GG) work in conformance with the provisions in Section 7-1.15, "Relief from Maintenance and Responsibility," of the Standard Specifications, except for work required by the warranty, and the Engineer will notify the Contractor in writing of the date of the start of the separate warranty period and the date on which the separate warranty period will be complete. The relief from maintenance and responsibility shall apply to the designated portion of Asphalt-Rubber Hot Mix (Type GG) only, and does not constitute completion of a contract item of work. Upon completion of the separate warranty period, no further work will be required on the designated portion of Asphalt-Rubber Hot Mix (Type GG). No separate interim estimate will be prepared for the designated portion of Asphalt-Rubber Hot Mix (Type GG). No more than one separate warranty period will be allowed during the contract.
The following criteria for identifying defective material placed by the Contractor shall apply to the Asphalt-Rubber Hot Mix (Type GG) during the warranty period:

A. Rutting consists of a longitudinal surface depression in the wheel path which is, when measured by placing a straightedge, 3.6 ¨ 0.06-m long on the finished surface and perpendicular with the center line varies more than 9 mm from the lower edge of the straightedge for a 20-m length.

B. Raveling consists of the separation of the aggregate from the binder.

C. Flushing consists of the occurrence of a film of bituminous material on the surface of the rubberized asphalt concrete (Type GG) which results in a coefficient of friction of less than 0.30, determined in conformance with the requirements in California Test 342.

D. Delamination consists of the loss of the bond between the layers of pavement.

E. Pot holes consist of the loss of Asphalt-Rubber Hot Mix (Type GG) material, between 0.008-m^2 and 0.5-m^2.

Lengths of each lane with rutting in the Asphalt-Rubber Hot Mix (Type GG) shall have the 20-m length area repaired. Areas in the Asphalt-Rubber Hot Mix (Type GG), of raveling, flushing or delamination that are greater than 0.5-m^2, and pot holes shall be considered defective and shall be repaired.

Areas of rutting, raveling, flushing and delamination to be repaired shall be removed to 25 mm depth of the Asphalt-Rubber Hot Mix (Type GG), by cold milling in conformance with these special provisions, for the full lane width and the length of the area determined to be defective, plus 2 m on each end measured along the lane line. The area planed shall then be repaired by placing Asphalt-Rubber Hot Mix (Type GG) in conformance with the provisions in "Asphalt-

Rubber Hot Mix (Type GG)" of these special provisions, produced by the same plant and aggregate source as original ARHM-GG.

If the area between 2 consecutive repairs, except repairs of pot holes is less than 6 m in length, measured along the lane line, that area shall also be repaired.

If the total length of repairs, measured along the lane line, exceeds 60-m of any 300 meter length of a lane or shoulder, an additional layer of Asphalt-Rubber Hot Mix (Type GG) in conformance with the provisions in ASPHALT-RUBBER HOT MIX – GAP GRADED (ARHM-GG) of these special provisions, 30 mm in thickness, shall be placed on that 300 meter length on lanes and shoulders. If a continuous area of 60 m or more in length, within that 300 meter length, has not been repaired and does not contain defective areas, the additional layer of Asphalt-Rubber Hot Mix (Type GG) will not be required on that area. If placement of the additional layer will interfere with the location, clearances or function of highway facilities, areas requiring the additional layer shall be removed to the full depth of the Asphalt-Rubber Hot Mix (Type GG), by cold milling and Asphalt-Rubber Hot Mix (Type GG) shall be placed in conformance with the provisions in ASPHALT-RUBBER HOT MIX – GAP GRADED (ARHM-GG) of these special provisions and as shown on the plans.

Areas of rutting, raveling, flushing, delamination, or pot holes which create a condition hazardous to traffic shall be temporarily patched by placing a layer of commercial quality paving grade asphalt concrete over the defective area, or filling pot holes with that material, to provide a temporary traveling surface, or shall be repaired as specified above.

The Contractor shall begin placing temporary patches within 2 days after notification of the condition by the Engineer and shall complete the work within 3 days of that notification.

Upon 3 days after notification of the Contractor, the Engineer may make or cause to be made the needed temporary patches and provide a detailed billing to the Contractor for the work.

The Contractor shall reimburse the City for the work within 60 days of receipt of the billing, or the costs may be deducted from any moneys due or to become due the Contractor under the contract. If the total area of temporary patching placed or to be placed exceeds 5 percent of any 100-m length of a lane or shoulder, the entire lane or shoulder for that 60-m length shall be repaired as specified above, and the temporary patches previously placed in that 100-m length shall be removed prior to placing the repair.

Temporary patches greater than 0.5-m^2 in area shall be removed and a repair placed within 20 days after expiration of the warranty period. If the Engineer determines that a temporary patch provides an acceptable traveling surface, the patch may remain in place.
As an alternative to the materials and methods specified above for repairs and temporary patches, the Contractor may use other materials or methods which will provide performance equal to or better than the Asphalt-Rubber Hot Mix (Type GG) placed in conformance with the provisions in "Asphalt-Rubber Hot Mix (Type GG)" of these special provisions, if the alternative materials and methods are approved in writing by the Engineer, except no alternative to removing the full depth of the Asphalt-Rubber Hot Mix (Type GG) specified herein will be allowed for areas of flushing.

Should the Contractor fail or refuse to comply with the requirements of the warranty, the Engineer may make or cause to be made the needed repair work and provide a detailed billing to the Contractor for the work. The Contractor will be charged the cost for the work. This charge will be deducted from any payments due or to become due the Contractor.

Temporary patches and repairs made or caused to be made by the State, due to the Contractor's failure to comply with the requirements of the warranty, shall not void the warranty of the Asphalt-Rubber Hot Mix (Type GG). The Contractor shall continue to warranty the Asphalt-Rubber Hot Mix (Type GG), including areas patched or repaired by the Contractor or by the State, for the remainder of the warranty period.

Warranty will be paid for on a lump sum basis. The contract lump sum price paid for warranty shall include full compensation for providing a warranty for Asphalt-Rubber Hot Mix (Type GG) and for furnishing labor, materials, tools, equipment, and incidentals, and doing the work involved in repairing defective areas in the Asphalt-Rubber Hot Mix (Type GG), including job site inspection, placement and removal of temporary patches, cold planing, repair ofdefective areas, sealing cracks and replacement of traffic stripes, pavement markings and pavement markers obliterated by patches and repairs, as shown on the plans or described in the specifications, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Payment for the warranty item will be made in 10 equal payments. The first payment will be made on the third progress payment date after the warranty period begins, and subsequent payments will be made monthly thereafter. Retention payment for the remainder of the work will be made under normal procedures and within normal timeframes; the payment for Warranty will be independent of other payments including retention. Ten percent retention for any Warranty work actually performed based on estimate of cost by the Engineer will be withheld until 35 days after the Warranty period has expired.

Full compensation for furnishing construction area signs required for the direction of public traffic through or around the work during the warranty period and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at locations shown on the plans, during the warranty period, shall be considered as included in the cost for warranty and no separate payment will be made therefor.

13. ASPHALT-RUBBER AGGREGATE MEMBRANE (ARAM) SURFACING AND INTERLAYER

ARAM shall conform to Subsection 302-10 of the GREENBOOK, except as modified herein and Caltrans "Material Plant Quality Program" (MPQP) dated July, 2008 with Errata dated October 3, 2011.

302-10 Asphalt-Rubber Aggregate Membrane (ARAM)

Where ARAM is to be placed directly on existing pavement, pavement preparation shall include the following preparation.

Areas as directed by the Engineer shall be skin patched in conformance with Subsection 10.02 of these Special Provisions.

Cracks shall be treated as follows:

A singular crack shall be considered to be a crack on the perimeter of an otherwise uncracked asphalt pavement area exceeding 4 feet in minimum dimension. Cracks not fully interconnected in forming a complete perimeter shall be considered singular cracks, unless the maximum dimension across the partial perimeter between cracks can be measured as less than 4-feet. Such pavement area is defined by the cracks forming its perimeter. 1) Contractor shall spray all weeds in cracks with Monsanto brand Roundup, a minimum of 2 weeks prior to paving. All weeds shall be resprayed if rain occurs within 48 hours after application; 2) all holes and cracks exceeding 1.5 inches wide shall be filled with asphalt concrete approved for skin patch compacted level with the top of the existing pavement; 3) all cracks and joints 1/4 inch or greater in width shall be blown thoroughly clear with high pressure air or power broomed clean to a depth of ¾-inch minimum immediately ahead of the crack filling operation; and 4) all joints and singular cracks between 1/4 inch and 1.5 inches in width shall be filled with Crafco Polyflex III or equal. Filler shall be within 1/8 inch below and flush with existing pavement surface and **shall be thoroughly squeegeed,** as necessary, to attain this result.

All crack preparation shall be performed after cold milling.

Payment for crack filling will be compensated by the lump sum bid item for crack filling. All other preparation work related to crack preparation, including weed killing and power brooming or blowing out cracks will considered included in the unit price bid for ARAM per square foot.

302-10.1 Application

The maximum viscosity of asphalt-rubber material in Table 203-11.4(A) shall be 2400 Centipoise.

The maximum ambient temperature for placement of ARAM shall be 105F.

Temperature of asphalt-rubber spread for ARAM shall be between 395F and 425F.

Asphalt-Rubber shall conform to Subsection 203-11 of GREENBOOK including modification of that section included in these Special Provisions.

Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer.

Item 4. of the second paragraph of Subsection 302-10.1 is hereby deleted and replaced with the following:

Material shall be applied at a rate between 2.5 and 3.0 Liters per square meter (.60 to .70 gallons per square yard) as directed by the Engineer.

The first sentence of the third paragraph of Subsection 302-10.1 is hereby deleted and replaced with the following:

> The asphalt-rubber mixture may be applied to the roadway immediately after mixing and reacting at a temperature between 201 C (395 F) minimum to 218C (425 F) maximum.

Reference is made to Subsection 7-1.01F Air Pollution Control whereby Contractor shall comply with all air pollution rules and regulations.

302-10.2 Screenings The first sentence of the first paragraph of Subsection 302-10.2 is hereby deleted and replaced with the following:

Following application of asphalt-rubber, screenings shall be placed overall areas receiving asphalt-rubber. Screenings shall conform to quality requirements of Class A aggregate with the following modifications: Maximum LA Rattler value at 500 revolutions shall be 35.
Eighty-five percent of coarse aggregate shapes shall be "proportioned particles", a proportioned particle being defined as a particle having a minimum dimension greater than ½ the maximum dimension as measured by caliper. Percentage of proportioned particles shall be determined by California Test 205 with the words "proportioned particles" substituted for "crushed particles".

California Test 205, Section D, definition of a crushed particle is revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle".

The aggregate for screenings shall conform to following gradations:

Sieve Size	Percent Passing
¾"	100
½"	95-100
3/8"	70 -85
No. 4	0-10
No. 8	0-3
No. 200	0-1

No mineral filler or material from sand or rock dust bins shall be included in the mix.

The gradation ranges shown for screenings shall be considered the Contract Compliance Range. The Operating Range for the ½" sieve shall be the full contract compliance range. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside both limits of the Contract Compliance Range. If gradation-testing results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARAM may be continued for the remainder of the day. However, another

day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

Except for the No. 200 sieve, it is the intent of the Specifications that the target percentage be the central value in the Contract Compliance Range.

Any change in source of aggregate supply requires 2 weeks advance notice in writing to the Engineer, and submittals and testing in conformance with specifications for a new mix design. No single bin shall receive aggregate from more than one source. Contractor shall provide a copy of aggregate delivery tickets for aggregate delivered for use on the project.

Trucks for hauling cover material shall be tailgate discharged and shall be equipped with a device to lock onto the hitch at the rear of the aggregate spreader. Haul trucks shall also be compatible with the aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short an apron resulting in aggregate spillage while dumping into the receiving hopper.

Screenings shall be coated completely black on the full particle surface with PG 64-16 asphalt at a central mixing plant to prevent free dust, and shall be preheated 127C (260F) to 163C (325F).

Screenings shall be placed at a rate between 32 and 40 pounds per square yard.

All rollers shall be operational at all time unless full roller coverage is complete and cessation of rolling is authorized by the Engineer. The spreader shall not stop over an area of rocks that are spread but not rolled. The spreader shall clear all areas to allow rollers to complete roller coverage without any delay.

A layer of washed concrete sand per Fine Aggregate in Section 90 spread at rate of 2 to 3 pounds per square yard shall be applied as necessary to maintain traffic at the direction of the Engineer. Excess sand spread on adjoining areas to receive ARAM shall be thoroughly swept before spreading any binder.

14. CUL-DE-SAC ASPHALT CONCRETE OVERLAY

Cul-de-sac AC paving shall be paved prior to slurry. The cul-de-sac bulbs shall be paved with ½-inch Maximum Medium PG 70-10 asphalt concrete in conformance with the Cul-de-sac Bulb typical section. The rolling pattern in the Standard Specifications may be modified at Contractor's discretion to achieve the minimum level of compaction hereby specified as 95 percent of relative maximum density. Payment shall be by the unit price bid for Cul-de-sac AC Overlay including materials, tack coat, placement, compaction, traffic control and all incidentals.

15. STONE MATRIX PAVEMENT. (NOT PART OF THIS PROJECT)

15.1 Materials.

Asphalt-concrete for stone matrix pavement shall be Type A 1-1/2 inch maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the Standard Specifications and these special provisions.

The amount of asphalt binder to be mixed with the aggregate for Type A, 1-1/2 inch asphalt concrete will be determined by the Engineer in accordance with California Test 367 using the samples of aggregate furnished by the contractor in conformance with Section 39-3.03, Proportioning, of the Standard Specifications.

The grade of asphalt binder to be mixed with aggregate for asphalt concrete shall be PG 70-10 and shall conform to the requirements specified under "Asphalt" elsewhere in these special provisions.

The aggregate for Type A 1-1/2 inch asphalt concrete shall conform to the following grading as determined by the California test 202:

Sieve Size	Limits of Proposed Grading	Operating Range	Contract Compliance
1-1/2 inch		100	100
1 inch		82-94	79-97
¾ inch		70-85	65-90
3/8 inch		45-60	40-65
No. 4	25-35	x ± 5	x ± 8
No. 8	22-30	x ± 5	x ± 8
No. 30	10-13	x ± 5	x ± 8
No. 200		1-5	1-6

Aggregate for Type A 1-1/2 inch asphalt concrete shall conform to the quality requirements in Section 39-2.02 of the Standard Specifications with the following modifications:

	California Test 205 (% Crushed)
Coarse Aggregate (1-1/2 inch x ¾ inch)	
Contract compliance	90 percent minimum
Coarse aggregate (3/4 inch x #4)	
Contract compliance	90 percent minimum
Fine Aggregate (#4 x #8)	
Contract compliance	70 percent minimum
Los Angeles Rattler Loss at 500 Rev. (max)	35

Eighty-five percent of coarse aggregate shapes shall be "proportioned particles", a proportioned particle being defined as a particle having a minimum dimension greater than ½ the maximum dimension as measured with a caliper. The percentage of proportioned particles shall be tested by California Test 205 with the words "proportioned particles" substituted for "crushed particles".

California Test 205, Section D, definition of a crushed particle hereby revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle".

Coarse aggregate crushed particle count percentage shall be computed separately and all sieve size fractions of the AS RECEIVED sample shall be included in the weighed average percentage. The weighed average percentage of crushed particles retained on the No. 4 sieve shall be 90 percent minimum and each particle shall have two or more fractured faces.

Paragraph 1 of Section 39-3.01A(1) and Section 39-3.01A(2), "Cold Storage" of the Standard Specifications, are amended to read:

Aggregate for Type A 1-1/2 inch asphalt concrete shall be separated into four or more sizes.

Paragraph 2 of Section 39-3.01B, "Hot Storage" of the Standard Specifications, is amended to read:

> Aggregate for Type A 1-1/2 inch asphalt concrete shall be separated into four or more sizes.

15.2 Construction

Paragraph 12 of Section 39-6.01, "General Requirements" of the Standard Specification, is amended to read:

Longitudinal joints in the base course of Stone Matrix asphalt concrete shall be placed not less than 0.5 foot nor more than 1.0 foot of the proposed traffic lane lines. Longitudinal joints in surface course Stone Matrix asphalt concrete shall be within .5 foot of the proposed lane lines and shall be offset a minimum 2 inches from base course joints.

Stone matrix asphalt concrete shall be compacted to minimum 95% of relative maximum density.

15.03 Payment

Construction of stone matrix asphalt concrete pavement will be compensated at the bid item unit prices for Cold Milling 12-Inch Existing Pavement and Subgrade for excavation and removal, and by the bid item for Stone Matrix Asphalt Concrete for materials and installation of the pavement. All equipment, materials and labor, including temporary pavement installation and removal and traffic control and all incidentals will be considered included in the unit prices bid.

16. EXISTING LOOP DETECTORS

There are no existing loop detectors in the project area.

17. TRAFFIC STRIPING, PAVEMENT MARKINGS, AND PAVEMENT MARKERS

Traffic striping, pavement markings and pavement markers shall be replaced in kind and on the same pattern as existing in conformance with these Special Provisions. CITY to provide the striping. **TRAFFIC STRIPING TO BE COMPLETED BY THE CITY OF IMPERIAL FORCES.**

All details and dimensions for traffic striping and marking shall conform to the Caltrans Traffic Manual and Maintenance Manual.

17.1 Layout, Alignment, and Spotting. The Contractor shall furnish the necessary control points for all striping, markers and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

Contractor shall supply the Engineer with a copy of a complete inventory of striping, markers and marking prior to any cold milling or installation of any material. For each stripe, marker and marking, the inventory shall include sufficient definition about type of marker, stripe or marking, and dimensions for control points to allow for accurate reestablishment.

In no case shall any section of street be left without the proper striping for more than 48 hours, or over weekends or holidays.

17.2 Application of Paint. All paint shall be applied in two coats. The second coat shall be applied no less than 24 hours from application of the first coat and the first coat applied within 48 hours paving.

Paint for traffic striping shall be rapid dry type per Subsection 84-3.02 of the Standard Specifications. Reflective material, as specified in Subsection 84-3.02 of the Standard Specifications and these Special Provisions, shall be dropped on during application.

Paint for crosswalks, stop bars, arrows, other pavement legends and reflectorized curb markings shall be rapid dry type per Subsection 84-3.02 of the Standards Specifications, with reflective material added directly to the paint during manufacture.

17.3 CITY to provide striping.

18. UTILITY COVER ADJUSTMENTS TO GRADE

UTILITY COVER ADJUSTMENTS TO BE COMPLETED BY THE CITY OF IMPERIAL FORCES.. Manholes shall be adjusted to grade in accordance with Section 302-5.8, "Manholes," of the GREENBOOK and as supplemented herein.

18.1 Reference Setting.

CITY shall note and reference the locations of the manholes and water valves and vaults prior to placing pavement in order to locate and raise them following the work. Manhole, water valve and of vault locations and distance from reference points to the center of each such facility shall be marked on either a curb face or other reference point indicators (stakes) by contractor prior to be getting any paving.

18.2 Adjustment to Grade

CITY shall lower manhole and water valves within areas designated for cold milling prior to cold milling operations. Each such manhole water valve or utility box shall be lowered to a depth below the required milling depth. Frames and covers and utility boxes shall be removed to the city yard facility and a ½" thick steel plate shall be provided to cover the hole where the utility facility exists. Temporary AC shall be provided to fill any voids in the roadway surface which remain after the cover is in its final lowered position.

After completion of paving, the facility shall be raised to grade. The finish grade of raised facilities shall be ¼-inch below the finish grade of the asphalt concrete pavement.

CITY shall exercise care such that rocks, dirt and debris do not enter sewer lines.

The water valves shall be raised as follows: the asphalt pavement immediately adjacent to the water valve shall be removed, the existing frame and cover removed, the existing sleeve extended or replaced with matching material to extend from the valve to the new valve frame elevation, the water valve frame and cover placed to match the respective water district's standards, the water valve and cover and adjusted to proper grade, and the pavement replaced with a minimum of two inches of asphalt concrete.

CITY shall notify the respective utility owners at least five working days in advance of the paving operations and again after completion of paving operations. Such notifications of utilities to be adjusted to grade by others shall be made in writing. Contractor shall mark locations of utilities for those locations of facilities to be adjusted to grade by others.

The Contractor shall take care to insure no intrusion of gravel or pulverized material into the manholes or valve stem areas.

18.3 Payment.

No payment for this item, since it will be completed by CITY.
~~Compensation for raising utility facilities to grade based on the applicable bid item for each type of facility and type of adjustment, and whether single or double. Single shall mean leaving the facility in place until paving is complete and raising the grade thereafter. Double shall mean removing the facility prior to paving and reestablishing the facility at finish grade per specifications after paving. The unit price bid shall be considered full compensation for removing the facility, and storing and replacing it as applicable, protecting the facility at all times during the procedure and as specified, and resetting the facility at finish grade, including all materials, equipment and labor and incidentals.~~

19. COOPERATION

Attention is directed to Sections 7-1.14, "Cooperation" and 8-1.10, "Utility and Non-Highway Facilities" of the Standards Specifications.

The contractor shall obtain an Encroachment Permit from the County prior to any construction activities. The contractor shall contact the Permit Specialist at the County of Imperial to verify all fees and requirements prior to bidding of project. The cost for obtaining the Permit shall be distributed among all the bid items accordingly. The County of Imperial, Department of Public Works shall be notified of all contractor's activities.

20. SANITARY ARRANGEMENTS

The Contractor shall make provisions for and maintain in a sanitary manner at the work site all necessary and sanitary conveniences for the workmen, in accordance with the rules and regulations of the State Board of Health.

21. ACCESS

The Contractor's attention is directed to the existing pedestrian and vehicular access ways crossing the lines of work. These access ways shall not be closed unless an alternate access way is provided. The Contractor shall assume full responsibility for providing alternate access. The compensation for the work in this item shall be considered as included in the cost of the various contract items of work and additional compensation will be made therefore.

22. INSURANCE

The Contractor's attention is directed to the amount of insurance as shown in General Provisions.

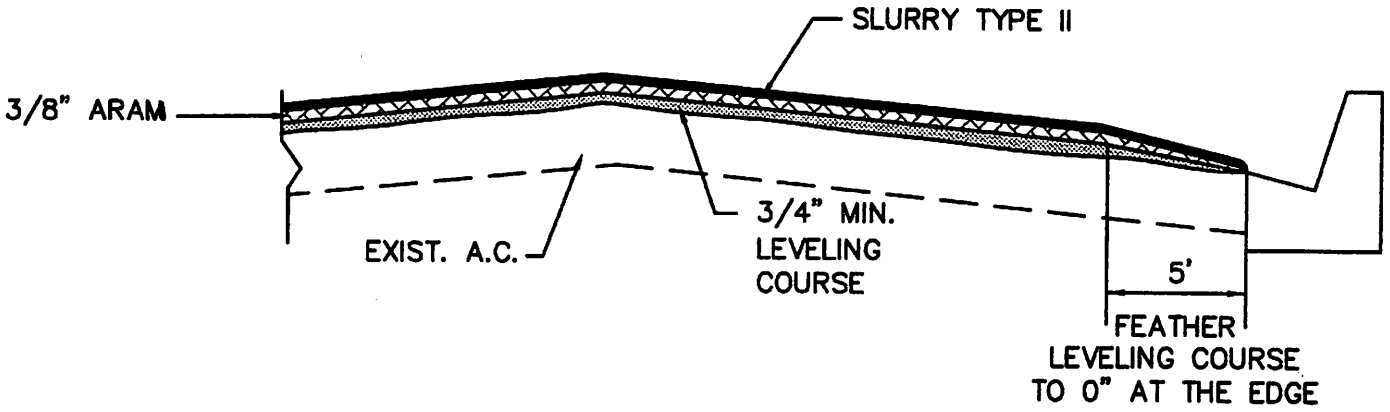
23. CONSTRUCTION CONFERENCE

The Contractor's attention is directed to the preconstruction conference as stated in Section 6 of the General Provisions.

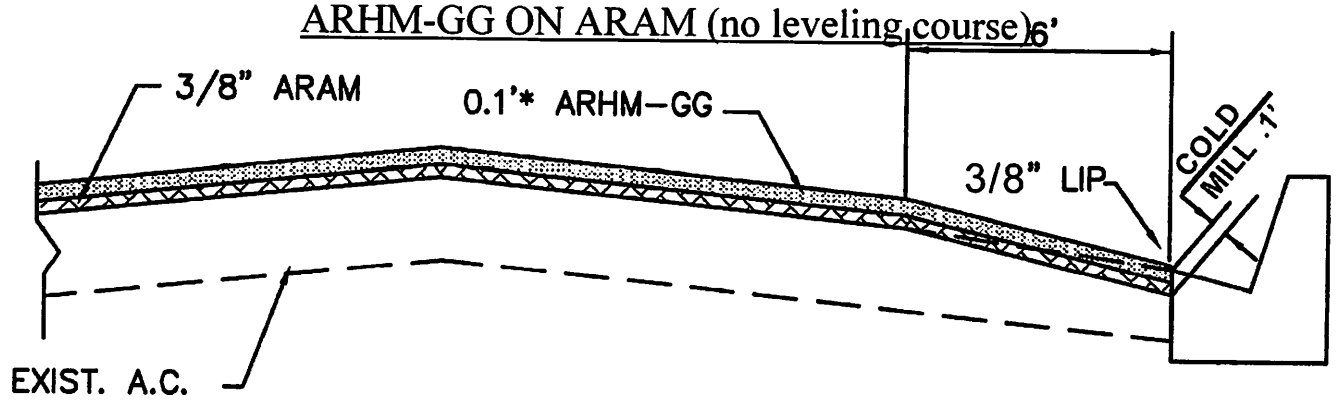
END OF SPECIAL PROVISION

Appendix C
Project Plans

SYSTEM 2
SLURRY AND ARAM ON LEVELING COURSE

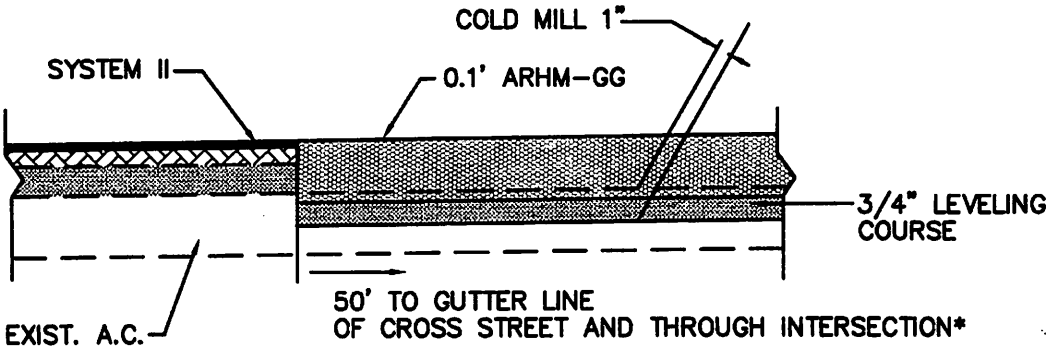


SYSTEM 4
ARHM-GG ON ARAM (no leveling course)



*EXCEPT AS OTHERWISE SPECIFIED

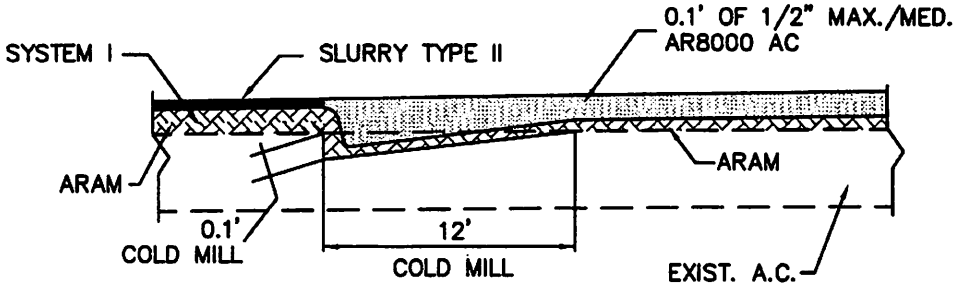
SYSTEM 2 STOP POINT



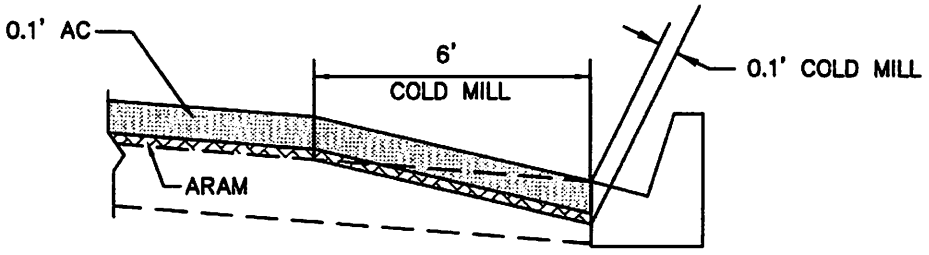
*OR AS MARKED BY ENGINEER

INTERSECTION JOIN SYSTEM II

CUL-DE-SAC TYPICAL DRAWINGS



CUL-DE-SAC JOIN AT BULB



CUL-DE-SAC BULB PAVEMENT SECTION

BEGIN AT BCR BEFORE BULB

Big Rock Treatment

The intersection stop points shall be paved with 1 ½ inch HMA according to the following gradation table:

Table

Sieve Size	Target Value Limit	Allowable Tolerance
2"	100	-
1 ½"	90-100	-TV±5
1"	75-90	-TV±5
¾"	67-82	TV±5
3/8"	48-64	TV±6
No. 4	35-52	TV±7
No. 8	25-35	TV±5
No. 30	10-20	TV±4
No. 200	1.0-7.0	TV±2.0

For the 1 ½ inch HMA a current Caltrans approved CEM 3513 must be submitted a minimum of 15 days prior to the start of construction for the Engineers approval.

The HMA must be designed with air voids at 5.0 +/- 1.5 percent, grade of asphalt binder must be PG 70-10. No reclaimed asphalt pavement (RAP) shall be allowed in the mix.

City of Imperial
2024 Street Improvement Project

ARAM SYSTEM II		
LOC.	**LIMITS**	**TOTAL SY**
1.	**Lariat Ln. – Rodeo Ln. to Sage Ct.** 37 x 541 = 2,224 Sy. Knuckle 0 – 24 – 0 x 131 = 116 Sy.	2,340
2.	**Sage Ct. – Lariat Ln. to Winchester** 37 x 304 = 1,250 Sy. Knuckle 0 – 24 – 0 x 131 = 116 Sy.	1,366
3.	**Winchester Ln. – Sage to Cul-de-Sac.** 37 x 467	3,716
4.	**Conestoga Ln. – Canon Dr. to E/E CDS** 37 x 241 = 991 Sy. 26' 122 each = 32 Sy. CDS 77' R = 517 Sy. 37 x 10 = 50 Sy.	1,590
5.	**Mustang Ln. – Canon to Roadrunner Ln.** 37 x 282 = 1,160 Sy. 26' R 2 each = 32 Sy.	1,192
6.	**Roadrunner Ln. – Mustang to Canon Dr.** 77' R = 517 Sy. 37 x 144 = 592 Sy. 26' R 2 each = 32 Sy.	1,141
7.	**Roadrunner Ln. – Canon Dr. – E/E CDS** 37 x 275 = 1,131 26' R 2 each = 32 Sy. CDS 77' R = 517 Sy. 10 x 37 = 41 Sy.	1,721
8.	**Chisolm Tr. – Rodeo Dr. to Canon Dr.** 37 x 425 = 1,747 Sy. 26' R 4 each = 64 Sy. Canon Dr. to Sycamore Ct. 37 x 440 = 1,809 Sy. Knuckle 0 – 24 – 0 x 131 = 116 Sy.	3,736
9.	**Sycamore Ct. – Chisolm Tr. To Arroyo Seco** 37 x 302 = 1,242 Sy. Knuckle 0 – 24 – 0 x 131 = 116 Sy.	1,358
10.	**Vaquero Tr. – Canon Dr. to W/E CDS** 37 x 409 = 1,681 Sy. CDS 77' R = 517 Sy. 37 x 10 = 41 Sy.	2,239
11.	**Silverado Tr. – Canon Dr. to E/E CDS** 37 x 391 = 1,607 Sy. CDS 77' R = 517 Sy.	2,165

ARAM SYSTEM II		
LOC.	**LIMITS**	**TOTAL SY**
	37 x 10 = 41 Sy.	
12.	**Silverado Tr. – Canon Dr. to Chaparral Ct.** 37 x 491 = 2,019 Sy. Knuckle 0 – 24 – 0 x 131 = 116 Sy.	2,135
13.	**Chaparral Ct. – Silverado to Butterfield** 37 x 292 = 1,200 Sy. Knuckle 0 – 24 – 0 x 131 = 116 Sy.	1,316
14.	**Butterfield Tr. – Chaparral Ct. to Canon** 37 x 392 = 1,612	1,612
15.	**Butterfield Tr. – Canon Dr. to E/E CDS** 37 x 389 = 1,599 Sy. CDS 77' R = 517 Sy. 37 x 10 = 41 Sy.	2,157
16.	**Canon Dr. – Neckel Rd. to Ralph Dr.** 35 x 1,426 = 5,546 Sy. 26' R 4 each = 64 Sy. 37 x 1,295 = 5,324 Sy.	5,208
17.	**Ralph Rd. – E/E Limit x R to Hwy. 86** 37 x 1,576 = 6,479 Sy.	6,479
18.	**Rodeo Dr. – Ralph Rd. to Buckskin Ranch** 37 x 1,177 = 4,839	2,115
19.	**Sunset Dr. – Rodeo Dr. to Canon Dr.** 37 x 1,189 = 4,888	4,888
1-1/2" BIG ROCK SEAL COAT		
20.	**15th – Hwy 86 to Imperial** 38 x 215 = 907 Sy.	907
ARAM SYSTEM 4		
21.	**Preble Rd. – Aten Rd. to Treshill Rd** 33 x 375 = 1,375 Sy. 30 x 2,160 = 7,200 Sy.	8,575
ARAM SYSTEM II		
22.	**Myrtle Rd. – Wall Rd. to Aten Rd.** 36 x 1,334 = 5,336 Sy	5,336
23.	**De Paoli St. – Madrone Cr. To Best Ave.** 57 x 260 = 1,647 Sy.	1,647
24.	**Nicholas Ct. – De Paolis St. to N/ CDS** 37 x 123 = 506 Sy. CDS 77' R = 517 Sy. 37 x 10 = 41 Sy.	1,064
25.	**Jennifer Dr. – Madrone Cr. To Park St.** 37 x 263 = 1,081 Sy.	1,081
26.	**Tucker Ct. – Jennifer Dr. to N/E CDS** 37 x 205 = 843 Sy. CDS 77' R = 517 Sy. 37 x 10 = 41 Sy.	1,401

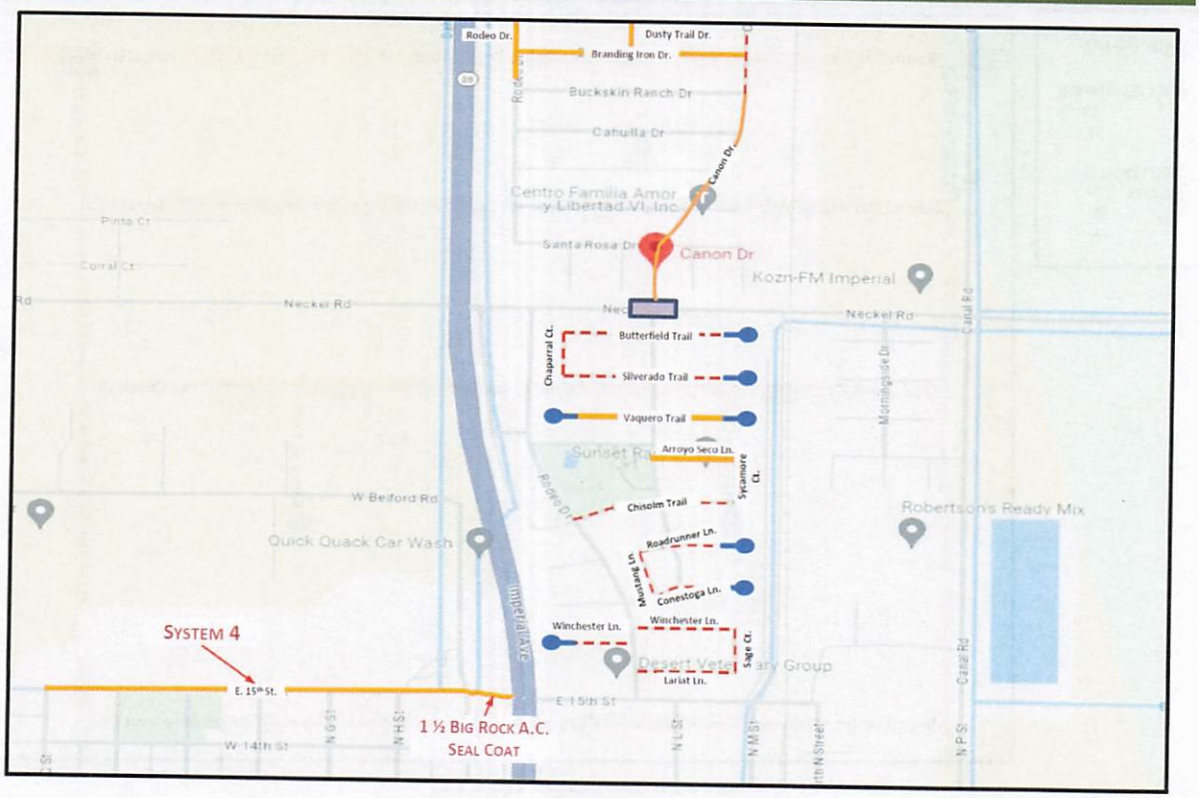
ARAM SYSTEM II		
LOC.	**LIMITS**	**TOTAL SY**
27.	**Blazing Star Tr. – Joshua Tree to Silverwood** 37 x 806 = 3,314 Sy. 26' R 4 each = 64 Sy.	3,378
28.	**Silverwood St. – Blazing Star to Cul-de-Sac** CDS 77' R = 517 Sy. 37 x 700 = 2,890 Sy.	3,384
29.	**Tumbleweed Ave. – Silverwood to Mesquite** 37 x 632 = 2,598 Sy. Knuckle 0 – 24 – x 131 = 116 Sy.	2,714
30.	**Mesquite St. – Tumbleweed to Blazing Star** 37 x 789 = 3,244 Sy. 26' R 2 each = 32 Sy.	3,276
31.	**Mesquite St. – Blazing Star – W/E CDS** 37 x 647 = 2,660 Sy. CDS 77' R = 517 Sy. 37 x 10 = 41 Sy.	3,218
32.	**Sagebrush St. – Blazing Star to W/E CDS** 37 x 649 = 2,688 Sy. CDS 77' R 517 Sy. 37 x 10 = 41 Sy.	3,226
33.	**Sagebrush St. – Blazing Star to E/E CDS** 37 x 564 = 2,319 Sy. CDS 77' R =- 517 Sy. 37 x 10 = 41 Sy.	2,877
34.	**Bouganvillea St. – Aten Rd. to Joshua Tree** 37 x 1,231 = 5,061 Sy. 26' R 2 each = 32 Sy.	5,093
35.	**Snapdragon Way - Bouganvillea St.to W/E CDS** 37 x 298 = 1,225 Sy. CDS 77' R = 517 Sy. 37 x 10 =41 Sy.	1,783
36.	**Verbena Ln. – Snapdragon to Sunflower** 37 x 331 = 1,361 Sy. Knuckle 0 – 40 – 0 x 180 = 267 Sy.	1,628
37.	**Sunflower Way – Verbena Ln. to Bouganvillea** 37 x 524 = 2,154 Sy. 26' R 2 each = 32 Sy.	2,186
38.	**Sunflower Way - Bouganvillea St. to W/E CDS** 37 x 303 = 1,246 Sy. 26' R 2 each = 32 Sy. CDS 77' R = 517 Sy.	1,836

ARAM SYSTEM II		
LOC.	**LIMITS**	**TOTAL SY**
	37 x 10 = 41 Sy.	
39.	**Larkspur Ln - Bouganvillea St. to E/E CDS** 37 x 304 = 1,250 Sy. CDS 77' R = 571 Sy. 37 x 10 = 41 Sy. 26' R 2 each = 32 Sy.	1,894
40.	**Wild Rose Lane - Bouganvillea St. to E/E CDS** 37 x 298 = 1,225 Sy. CDS 77' R = 517 Sy. 37 x 10 = 41 Sy.	1,783
41.	**La Brucherie Rd. – W. Aten Rd. to Industry Way** 28 x 1,034 = 3,217 Sy. 37 x 10 = 41 Sy.	3,257
	TOTAL ARAM SY	**109,111**
	TOTAL TYPE II SLURRY SY (ALL EXCEPT SYSTEM IV)	**100,536**

Imperial City Engineers Estimate
Sunset Ranch – ARAM System II

**ADDITIONAL BID STREETS AND ASSOCIATED STOP POINTS WILL BE A FUTURE PROJECT.

Imperial City Engineers Estimate
Sunset Ranch – ARAM System II
E. 15th Street – System 4



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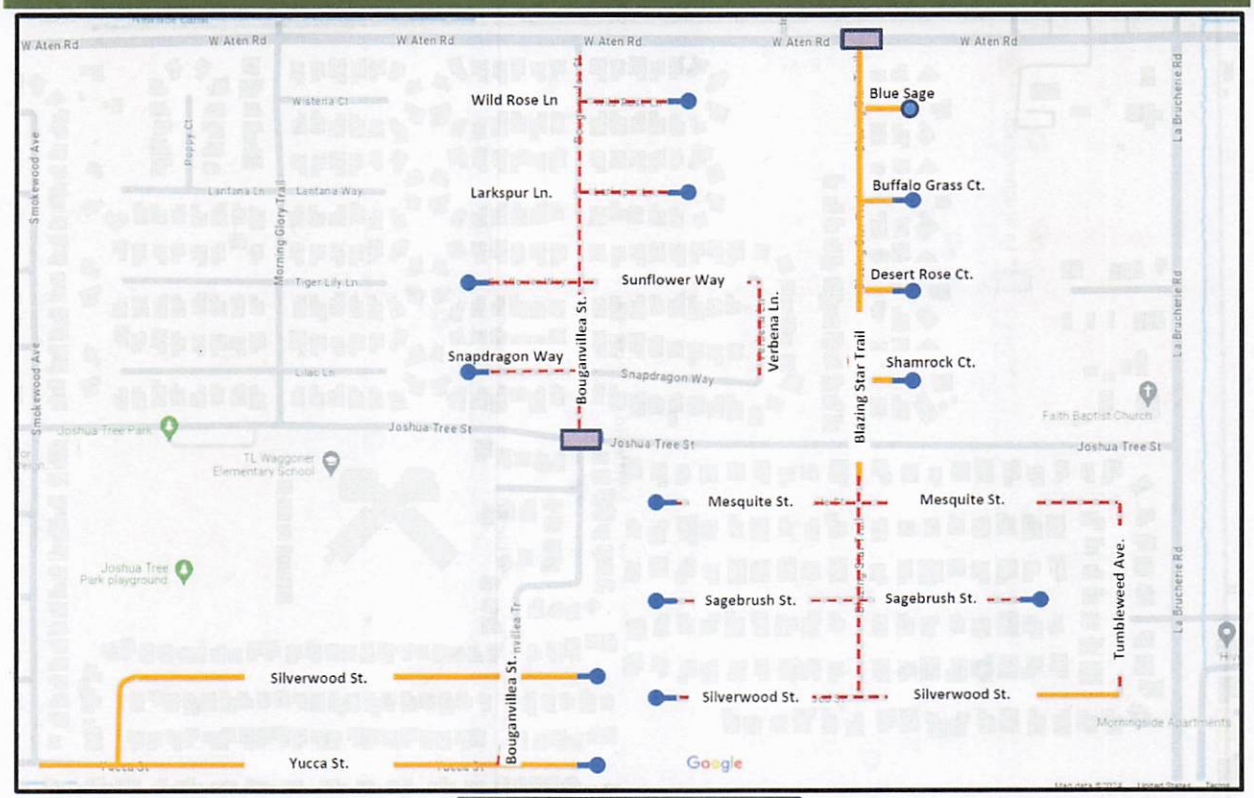
Imperial City Engineers Estimate
Wild Flower – ARAM System II



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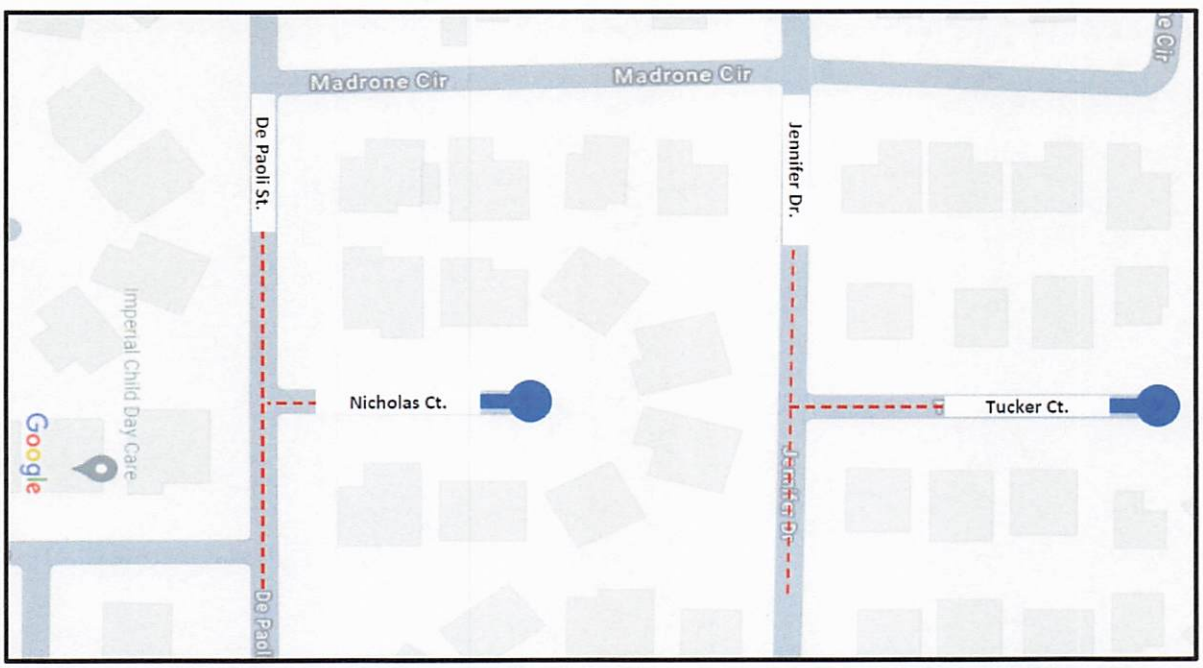
Imperial City Engineers Estimate
Preble Road between W. Aten Rd. & Treshill Rd. – ARAM System 4
Myrtle Road between W. Wall Rd. & W. Aten Rd. – ARAM System II
La Brucherie Rd. between Aten Rd. & Industry Way – ARAM System II

**ADDITIONAL BID STREETS AND ASSOCIATED STOP POINTS WILL BE A FUTURE PROJECT.

Imperial City Engineers Estimate
Victoria Ranch – ARAM System II



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