

AGENDA

**CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
FEBRUARY 7, 2018
6:00 PM CLOSED SESSION
7:00 PM OPEN SESSION**

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE BUILDING & SAFETY DIRECTOR, (760) 355-1152. NOTIFICATION 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]

A. CITY COUNCIL CONVENES TO CLOSED SESSION AT 6:00 PM

This is a **CLOSED SESSION** in which the **COUNCIL** discusses matters in closed as opposed to open session. Only those matters authorized by the Brown Act as permissible **CLOSED SESSION** subjects will be discussed. They are as follows:

A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9 (3 potential cases)

B. CITY COUNCIL CONVENES TO OPEN SESSION AT 7:00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda. If you wish to address the **COUNCIL** concerning any item within the **COUNCIL'S** jurisdiction, please raise your hand and be acknowledged by the **MAYOR**, and at that time state your name and address for the record. The **MAYOR** reserves the right to place a time limit on each person's presentation of three (3) minutes. It is requested that longer presentations be submitted to the Council in writing.

C-2. Matters appearing on the agenda. If you wish to address the **COUNCIL** concerning any item appearing on the agenda, please raise your hand and be acknowledged by the **MAYOR**, and at that time state your name and address for the record. The **MAYOR** reserves the right to place a time limit on each person's presentation of three (3) minutes.

D. CONSENT AGENDA:

All items appearing under "Consent Agenda" will be acted upon by the City Council by 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**.

D-1. Approval of claims/warrants report.

D-2. Approval of Minutes for Regular Meetings of December 20, 2017 and January 3, 2018.

E. PUBLIC HEARINGS:

E-1. SUBJECT: PUBLIC HEARING – DISCUSSION/ACTION: ZONE CHANGE FROM R-1 (RESIDENTIAL SINGLE FAMILY) TO C-2 (COMMERCIAL GENERAL) FOR PARCEL AT HWY 86 EAST OF NORTH IMPERIAL AVENUE, NORTH OF 15TH STREET.

1. INTRODUCTION/1ST READING BY TITLE ONLY OF ORDINANCE NO. 797, AMENDING THE IMPERIAL CITY CODE TO CHANGE THE ZONING DESIGNATION OF A SPECIFIED PARCEL FROM R-1 (RESIDENTIAL, SINGLE FAMILY) TO C-2 (COMMERCIAL GENERAL).

F. NEW BUSINESS: (DISCUSSION/ACTION – APPROVE-DISAPPROVE)

F-1. SUBJECT: DISCUSSION/ACTION: CAMBRIA PARK SITE CONSTRUCTION AND EQUIPMENT (VICTORIA RANCH SUBDIVISION).

1. APPROVAL TO TERMINATE CAMBRIA PARK SITE CONSTRUCTION CONTRACT WITH VR CAMBRIA INC.
2. AUTHORIZATION TO SEEK BIDS

F-2. SUBJECT: DISCUSSION/ACTION: TRAFFIC SIGNAL LIGHT AND INTERSECTION IMPROVEMENTS AT SR-86 AND NECKEL ROAD-FEDERAL AID PROJECT #HSIP-5134(013)

1. APPROVE CHANGE ORDER #8, #9, #10, #11, #12, #13, #16, and #17 AS SUBMITTED FOR THE TOTAL AMOUNT OF \$94,624.40.

F-3. SUBJECT: DISCUSSION/ACTION: SUPPORT FOR U.S. DEPARTMENT OF TRANSPORTATION SELECTION FOR IMPERIAL COUNTY ESSENTIAL AIR SERVICE (EAS) PROVIDER

1. APPROVE TO PROVIDE LETTER OF SUPPORT FOR MOKULELE AIRLINES TO U.S. DEPARTMENT OF TRANSPORTATION FOR THE SELECTION OF THE IMPERIAL COUNTY AIRPORT EAS PROVIDER.

F-4. SUBJECT: DISCUSSION/ACTION: STREET AND SIDEWALK IMPROVEMENTS FOR “F” AND “G” STREETS BETWEEN BARIONI BOULEVARD AND 15TH STREET. 15-CDBG-10577

1. AUTHORIZATION TO SEEK BIDS

F-5. SUBJECT: DISCUSSION/ACTION: DOGWOOD ROAD PAVEMENT REHABILITATION FROM ATEN BOULEVARD TO SOUTHEAST CITY LIMIT – FEDERAL AID PROJECT #RSTP-5134(019) – CITY OF IMPEIRAL BID NO. 2017-03.

1. APPROVAL OF BALANCING CHANGE ORDER IN THE AMOUNT OF \$15,255.30
2. ACCEPTANCE OF PROJECT AS COMPLETED BY AGGREGATE PRODUCTS, INC. (API) AND AUTHORIZE FILING OF NOTICE OF COMPLETION.

**F-6. SUBJECT: DISCUSSION/ACTION: REVIEW OF EXISTING CITY OF IMPERIAL
ORDINANCE PROHIBITING THE SALE OF FIREWORKS.**

1. REVIEW AND PROVIDE DIRECTION REGARDING THE PROHIBITION OF SALE OF FIREWORKS WITHIN THE CITY OF IMPERIAL

**F-7. SUBJECT: DISCUSSION/ACTION: POLICIES AND PROCEDURES FOR PERMIT
APPLICATION FOR MEDICAL CANNABIS DISPENSARIES**

1. APPROVAL OF RESOLUTION NO. 2018-01, ADOPTING APPLICATION PROCESS AND POLICIES AND PROCEDURES REGARDING MEDICAL CANNABIS DISPENSARIES OUTLINED IN ORDINANCE 795.

**F-8. SUBJECT: DISCUSSION/ACTION: CITY COUNCIL LIAISONS, BOARDS AND
COMMISSIONS APPOINTMENTS**

1. APPROVAL TO REMOVE/DISSOLVE CITY COUNCIL LIAISON POSITIONS FOR THE INTERNAL AND/OR INACTIVE ADMINISTRATIVE COMMITTEES.
2. APPOINTMENT OF CITY COUNCIL LIAISONS TO REMAINING BOARDS AND COMMISSIONS

G. REPORTS:

G-1. SUBJECT: MAYOR AND COUNCIL MEMBER REPORTS.

G-2. SUBJECT: DEPARTMENT HEAD AND STAFF REPORTS

G-3. SUBJECT: CITY MANAGER REPORT.

**ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING,
WEDNESDAY, FEBRUARY 21, 2018 AT 7:00 P.M.**

NOTE: Any documents produced by the City and distributed to a majority of the City Council/Agency Board regarding any item on this agenda will be made available at the front counter at City Hall, located at 420 S. Imperial Avenue, during normal business hours.

Check Register Report

D-1

Date: 02/01/2018

Time: 3:14pm

CITY OF IMPERIAL

BANK: UNION BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
80108	01/17/2018	Printed		023	AIRWAVE COMMUNICATIONS		16.16
80125	01/17/2018	Printed		6094	CYNTHIA MARTINEZ		110.80
80132	01/17/2018	Printed		2058	FASTENAL COMPANY		951.71
80133	01/17/2018	Printed		5134	FORENSIC DRUG TESTING SERVICES		133.75
80140	01/17/2018	Printed		120	IMPERIAL COUNTY FIRE DEPT.		97,529.90
80143	01/17/2018	Printed		102	IMPERIAL POLICE OFFICERS ASSN.		1,040.00
80172	01/17/2018	Printed		1367	SHRED-IT		54.99
80182	01/17/2018	Printed		2293	TOM WATSON, INC		170.00
80190	01/17/2018	Printed		1568	WEBB AND ASSOCIATES		38,785.00
80199	01/23/2018	Printed		2951	AES SQUARED		108.00
80200	01/23/2018	Printed		023	AIRWAVE COMMUNICATIONS		1,798.28
80201	01/23/2018	Printed		4674	ALEX PEREZ		1,030.34
80207	01/23/2018	Printed		2738	CARROT - TOP INDUSTRIES INC.		126.45
80208	01/23/2018	Printed		4085	CENTRAL VALLEY TOXICOLOGY		78.00
80210	01/23/2018	Printed		946	CITY OF CALEXICO		200.00
80211	01/23/2018	Printed		3150	CPCA		331.00
80213	01/23/2018	Printed		1517	DE LAGE LANDEN		444.39
80215	01/23/2018	Printed		569	DESERT VETERINARY GROUP		71.00
80216	01/23/2018	Printed		6097	ELIZABETH CERVANTES		63.79
80232	01/23/2018	Printed		219	PADRE USA		765.41
80233	01/23/2018	Printed		6098	PAUL LANG		63.89
80236	01/23/2018	Printed		3897	QT SANITATION		800.00
80239	01/23/2018	Printed		1637	ROMEO'S CAR WASH		154.00
80244	01/23/2018	Printed		5837	U.S. BANK		1,900.58
80245	01/23/2018	Printed		6099	VICKI BRADSHAW		77.40
80322	01/30/2018	Printed		5956	AMAZON CAPITAL SERVICES		208.84
80323	01/30/2018	Printed		2081	ARAMARK UNIFORM SERVICE		2,653.97
80324	01/30/2018	Printed		455	CALIFORNIA STATE DISBURSEMENT		1,080.44
80325	01/30/2018	Printed		3669	CANON		637.24
80326	01/30/2018	Printed		6100	CODE 4 PUBLIC SAFETY EDUCATION		297.00
80327	01/30/2018	Printed		132	COSTCO WHOLESALE		122.06
80328	01/30/2018	Printed		1443	COUNTY OF IMPERIAL AUDITOR-		3,000.00
80329	01/30/2018	Printed		1302	DAVID TURCH & ASSOCIATES		5,000.00
80330	01/30/2018	Printed		1056	DELL MARKETING L.P.		404.73
80331	01/30/2018	Printed		412	DEVELOPMENT DESIGN &		640.00
80332	01/30/2018	Printed		6104	DONNYE ROSS		104.30
80333	01/30/2018	Printed		686	DUGGINS CONSTRUCTION		1,440.58
80334	01/30/2018	Printed		2558	EFILE CABINET		1,260.00
80335	01/30/2018	Printed		6103	ENRIQUE LOZANO		58.24
80336	01/30/2018	Printed		2059	ESTRADA SYSTEMS GROUP, INC.		9,563.27
80337	01/30/2018	Printed		3582	EYNON MANAGEMENT		1,486.12
80338	01/30/2018	Printed		236	FARMERS LAND LEVELING, INC.		1,456.70
80339	01/30/2018	Printed		314	FRANCHISE TAX BOARD		171.86
80340	01/30/2018	Printed		5791	HAL HAYS CONSTRUCTION		34,857.60
80341	01/30/2018	Printed		1349	HDL COREN & CONE		1,875.00
80342	01/30/2018	Printed		3014	HYATT REGENCY MONTERREY		710.00
80343	01/30/2018	Printed		1190	ICMARC		1,610.14
80344	01/30/2018	Printed		1403	IMPERIAL COUNTY SHERIFF'S OFFI		1,275.61
80345	01/30/2018	Printed		028	IMPERIAL IRRIGATION DISTRICT		10,362.17
80346	01/30/2018	Printed		102	IMPERIAL POLICE OFFICERS ASSN.		520.00
80347	01/30/2018	Printed		1555	IMPERIAL VALLEY PRESS		352.84
80348	01/30/2018	Printed		320	INTERNAL REVENUE SERVICE		50.00
80349	01/30/2018	Printed		6101	JESSICA BAEZ		65.64

Check Register Report

Date: 02/01/2018

Time: 3:14pm

Page: 2

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
80350	01/30/2018	Printed		868	K-C WELDING & RENTALS, INC.		248.95
80351	01/30/2018	Printed		427	LEAGUE OF CA CITIES		6,730.00
80352	01/30/2018	Printed		6102	LILLIANA DAVILA		120.17
80353	01/30/2018	Printed		101	LINCOLN LIFE		2,518.31
80356	01/30/2018	Printed		615	PESTMASTER SERVICES		1,332.00
80357	01/30/2018	Printed		084	PITNEY BOWES PURCHASE		423.45
					POWER		
80358	01/30/2018	Printed		5706	SHI INTERNATIONAL CORP		998.96
80359	01/30/2018	Printed		091	STAPLES CREDIT PLAN		81.33
80360	01/30/2018	Printed		2008	UNITED PARCEL SERVIC		20.00
80361	01/30/2018	Printed		944	UNITED WAY OF IMPERIAL		6.00
					COUNTY		
80362	01/30/2018	Printed		611	VERIZON WIRELESS		2,914.02
80363	01/30/2018	Printed		4572	VEXER ENGINEERING		1,425.00

Total Checks: 65

Checks Total (excluding void checks):

244,887.38

Total Payments: 65

Bank Total (excluding void checks):

244,887.38

Total Payments: 65

Grand Total (excluding void checks):

244,887.38

DATE SUBMITTED

01/30/18
COMMUNITY
DEVELOPMENT
DIRECTOR

SUBMITTED BY

COUNCIL ACTION ☒
 PUBLIC HEARING REQUIRED ☐
 RESOLUTION ☐

DATE ACTION REQUIRED

02/01/18

ORDINANCE 1ST READING ☐
 ORDINANCE 2ND READING ☐
 CITY CLERK'S INITIALS g

IMPERIAL CITY COUNCIL AGENDA ITEM

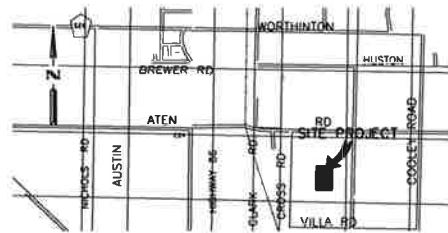
SUBJECT:	DISCUSSION/ACTION: 1.Approval to terminate Cambria Park Site construction contract with VR Cambria Inc. 2.Autorization to seek bids.		
DEPARTMENT INVOLVED:	COMMUNITY DEVELOPMENT DEPARTMENT		
BACKGROUND/SUMMARY:	The City currently has an agreement with VR Cambria, Inc. in regards to construction for Cambria Park at Victoria Ranch Subdivision. Due to unforeseen circumstances, such as, the developer/contractor unable to register with the Department of Industrial Relations (DIR); The City requests to terminate the contract with VR Cambria Inc. for the full extent of the project and requests authorization to seek bids for remaining items to complete the project.		
FISCAL IMPACT:	ADMIN SERVICES SIGN INITIALS	<i>Finance</i> <u><i>VB</i></u>	
STAFF RECOMMENDATION:	Staff recommends to terminate the contract and requests authorization to seek bids.	DEPT. INITIALS	<u><i>OM</i></u>
MANAGER'S RECOMMENDATION:		CITY MANAGER's INITIALS	<u><i>JD</i></u> <i>office</i>
MOTION:	SECONDED: AYES: NAYES: ABSENT: APPROVED ☐ DISAPPROVED ☐ REFERRED TO: REJECTED ☐ DEFERRED ☐		

CAMBRIA PARK SITE

DATE: 1/11/2018 11:16

Description	Subcontractor	Date	Check #	Victoria Homes	City of Imperial to Complete	Contract Amount
Building Permit	City of Imperial	9/11/2017	2165	\$149.45	\$0.00	
Legal Fees	McLeod Law Group	9/26/2017	2201	\$2,595.00	\$0.00	
Legal Fees	McLeod Law Group	9/6/2017	2162	\$1,505.20	\$0.00	
Legal Fees	McLeod Law Group	3/14/2017	1853	\$600.00	\$0.00	
Water Calculation Plans	Executive Landscape Inc.	6/13/2017	2013	\$500.00	\$0.00	
Property Taxes	Imperial County	4/10/2017	1885	\$245.68	\$0.00	
IID Electric Meter	IID	2/21/2017	1799	\$950.00	\$0.00	
IID Temp. Meter	IID	10/18/2017	Credit Card	\$915.00	\$0.00	
Temp Power	Power Plus	1/23/2017	1748	\$1,115.00	\$0.00	
Playground Equip. & Install	Kompan	12/28/2016	1693	\$66,951.08	\$68,278.92	\$135,230.00
Bathroom	CXT	12/5/2017		\$48,557.89	\$21,442.11	\$70,000.00
Soils Testing	LandMark			\$1,700.00	\$5,570.00	\$7,270.00
Underground wet utilities	Radco Inc.			\$5,850.00	\$23,500.00	\$29,350.00
Electric Panel	Tom Watson Inc.			\$5,250.00	\$0.00	\$5,250.00
Connect bathroom plumb.	Sid Blackman Inc.			\$5,000.00	\$5,199.00	\$10,199.00
Surveying	DD&E			\$0.00	\$3,570.00	\$3,570.00
Landscape Plans	DD&E			\$6,500.00	\$0.00	
Supervision	Victoria Homes			\$17,376.29	\$0.00	
Landscape Park Site	Executive Landscape Inc.			\$0.00	\$81,367.00	\$81,367.00
Ruff Grading	Radco Inc.			\$0.00	\$6,500.00	\$6,500.00
Playground Bark	Executive Landscape Inc.			\$0.00	\$8,666.00	\$8,666.00
Temp Fence	Power Plus			\$0.00	\$1,528.80	\$1,528.80
Concrete Flatwork	Verdugo Concrete			\$0.00	\$23,168.00	\$23,168.00
Lighting	Tom Watson Inc.			\$0.00	\$23,800.00	\$23,800.00
Supervision				\$0.00	\$25,000.00	
Contingency				\$0.00	\$51,426.00	
Total				\$165,760.60	\$349,015.83	\$405,898.80

LANDSCAPE CONSTRUCTION DOCUMENTS FOR CAMBRIA PARK AT VICTORIA RANCH UNIT 4A



VICINITY MAP

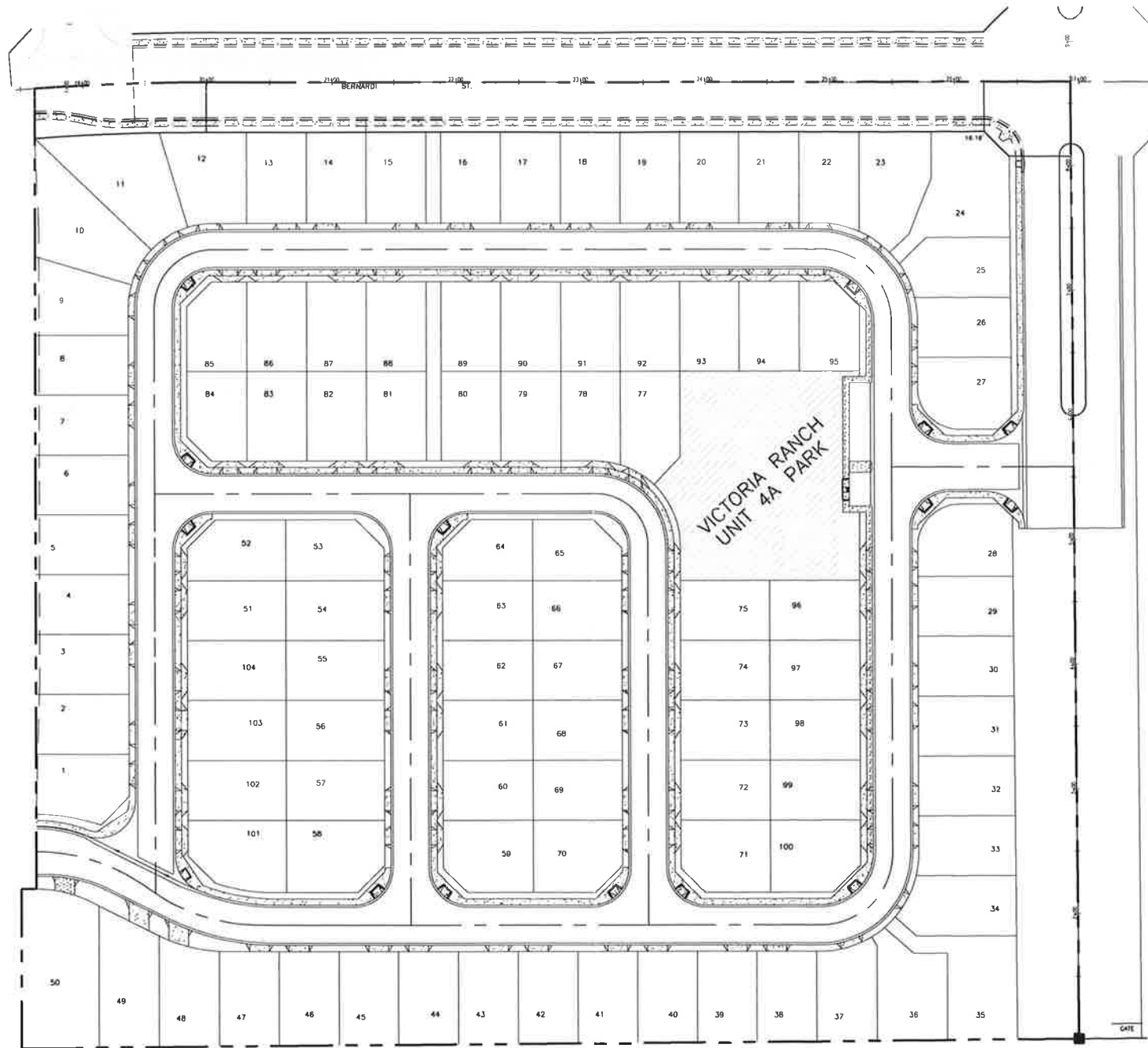
NOT TO SCALE

GENERAL NOTES

- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (800) 422-4133 BEFORE START OF CONSTRUCTION (2 WORKING DAYS OR 48 HOURS).
- CONTRACTOR SHALL VERIFY EXISTING LOCATION OF UTILITIES AS NECESSARY TO PROTECT IN PLACE.
- CONTRACTOR SHALL NOTIFY CITY UPON COMPLETION OF WORK.
- CONTRACTORS ON THE JOB SHALL CARRY INSURANCE SATISFACTORY TO THE OWNER AND PROVIDE PROOF OF CERTIFICATION UPON REQUEST. THIS POLICY SHALL NOT LAPSE OR BE CANCELED AT ANY TIME DURING PROJECT CONSTRUCTION.
- THE CONTRACTOR AGREES TO HOLD THE OWNER, THE CITY, AND THE LANDSCAPE ARCHITECT HARMLESS FROM ANY CLAIMS ARISING OUT OF HIS OPERATIONS OR THE OPERATIONS OF ANY OF HIS SUB CONTRACTORS, MATERIALS, SUPPLIERS OR AGENTS.
- THESE CONTRACTOR DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED CONSTRUCTION AND DO NOT INDICATE METHODS, PROCEDURES, OR SEQUENCE OF CONSTRUCTION.
- ALL LOCAL, MUNICIPAL, AND STATE LAWS AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE CONSIDERED TO BE INCORPORATED INTO AND MADE A PART OF THESE SPECIFICATIONS.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, SERVICES, STRUCTURES, AND FEATURES PRIOR TO START OF CONSTRUCTIONS. THE CONTRACTOR SHALL REPAIR, AT HIS OWN EXPENSE ALL DAMAGE RESULTING FROM HIS OPERATION.

SHEET INDEX

TITLE SHEET	L-1
PARK SITE PLAN	L-2
CONSTRUCTION DETAIL	L-3
RESTROOM DETAIL	L-4
PLANTING PLAN	L-5
IRRIGATION PLAN	L-6
IRRIGATION DETAILS	L-7
IRRIGATION DETAILS	L-8
IRRIGATION SPECIFICATIONS	L-9
PLANTING DETAILS	L-10
PLANTING SPECIFICATIONS	L-11
TOT LOT EQUIPMENT	L-12



SITE AREA MAP

MATERIALS LEGEND

SYMBOL	DESCRIPTION	REMARKS
	DECOMPOSED GRANITE (D.G.) PATH 4" D. 3/8" BEDDING RED DECOMPOSED GRANITE W/ BINDER ON A 8% COMPACTED SUBGRADE W/ 4" ROLLED DOME GREEN POWDER COATED STEEL EDGING OR EQUIVALENT	D.G. AVAILABLE THRU SWB @ 780-342-1112 OR EQUIVALENT STEEL EDGING AVAILABLE THRU ACME MANUFACTURING CO., INC. @ 800-321-1115 OR EQUIVALENT
	ACCESSIBLE PLAYGROUND SURFACE 17/32" MIN. WALK-ON SURF.	AVAILABLE THRU DAVE BANG & ASSOCIATES @ 800-669-2585 OR EQUIVALENT
	PARK BENCH EXTRUDED METAL BENCH PATTERSON-WILLIAMS MO. NO. 3195 84-GROUND MOUNT & HUNTER GREEN COLOR OR EQUIVALENT	AVAILABLE THRU DAVE BANG & ASSOCIATES @ 800-669-2585 OR EQUIVALENT
	TRASH RECEPTACLE METAL TRASH RECEPTACLE PATTERSON-WILLIAMS MO. NO. 3150 W/ DOME LID, SURFACE MOUNT, & HUNTER GREEN COLOR OR EQUIVALENT	AVAILABLE THRU DAVE BANG & ASSOCIATES @ 800-669-2585 OR EQUIVALENT
	ACCESSIBLE PLAY STRUCTURE 31'X26' ACCESSIBLE PLAY STRUCTURE PLAY SIMPLE ROCK-A-SLIDE BY PLAYWORLD SYSTEMS OR EQUIVALENT	AVAILABLE THRU DAVE BANG & ASSOCIATES @ 800-669-2585 OR EQUIVALENT
	ACCESSIBLE SWING STRUCTURE SWING STRUCTURE BY PLAYWORLD SYSTEMS OR EQUIVALENT	AVAILABLE THRU DAVE BANG & ASSOCIATES @ 800-669-2585 OR EQUIVALENT
	PLAYGROUND SHADE CANOPY FABRIC SHADE CANOPY WITH STEEL POLES BY PLAYWORLD SYSTEMS OR EQUIVALENT	AVAILABLE THRU DAVE BANG & ASSOCIATES @ 800-669-2585 OR EQUIVALENT
	PARK MONUMENT SIGN PRECAST CONCRETE SIGN W/ PARK NAME, CITY LOGO, CITY NAME, & CITY DEPARTMENT	AVAILABLE THRU OUTDOOR CREATIONS, INC. @ 530-365-6156
	PLAYGROUND POLE LIGHTS Q-SERIES AMFA LIGHT MO. NO. 0500 LED 40C 1000 150W TFM MAX 1.5' SPANIA DESIGNED BY LITHONIA LIGHTING OR EQUIVALENT MOUNTED ON A BRONZE COLOR 20 FT. SQUARE NON TAPERED STEEL POLE MO. NO. S475 45 11 9 BC 243 51 82 BY VISIONAIR LIGHTING OR EQUIVALENT MOUNT POLES TO CONCRETE FOOTING W/ STEEL REINFORCING - FOOTING & STEEL SPEC. PER CIVE. ENG.	LIGHT AVAILABLE THRU LITHONIA LIGHTING @ 800-278-4041 POLE AVAILABLE THRU VISIONAIR LIGHTING @ 877-877-5483
	MONUMENT SIGN LIGHT DIE CAST 75W FLOODLIGHT MO. NO. LF20A W/ PAR46 120V LAMP & BRONZE COLOR DY RAB LIGHTING OR EQUIVALENT	AVAILABLE THRU RAB LIGHTING @ 800-722-1000

DEVELOPER

VR CAMBRIA
179 SILVIA COURT
IMPERIAL, CA 92251
CONTACT: MICHELLE HOLLINGER
TEL: (619) 993-6391

SITE DEVELOPMENT DATA

TOTAL AREA OF DEVELOPMENT IS 0.57 ACRES.

ASSESSORS TAX PARCELS:

PARCEL NUMBER
POR. APN DXX-XXX-00X 0.57 ACRES

BENCH MARK

BM # 1
COUNTY BENCHMARK No. 69
ELEVATION = 946.30

STATEMENT

"I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN", AND THE SIGNATURE OF A LICENSED LANDSCAPE ARCHITECT, CERTIFIED IRRIGATION DESIGNER, LICENSED LANDSCAPE CONTRACTOR, OR ANY OTHER PERSON AUTHORIZED TO DESIGN AN IRRIGATION SYSTEM (SEE SECTIONS 5500.1, 5615, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 OF THE BUSINESS AND PROFESSIONS CODE, SECTION 832.27 OF TITLE 16 OF THE CALIFORNIA CODE OF REGULATIONS, AND SECTION 6721 OF FOOD AGRICULTURAL CODE.)

No.	DESCRIPTION	BY	DATE	SEAL

FOR PLAN CHECK AND CONSIDERED PRELIMINARY UNTIL APPROVED BY:	
	R.C.E. No.
DATE	EXP. DATE

PREPARED UNDER THE DIRECTION OF:	
	R.C.E. No.
DATE	EXP. DATE

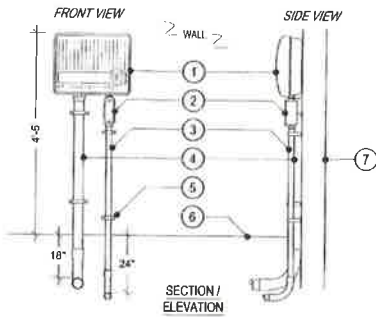


Underground
Service Alert

Call: TOLL FREE
811

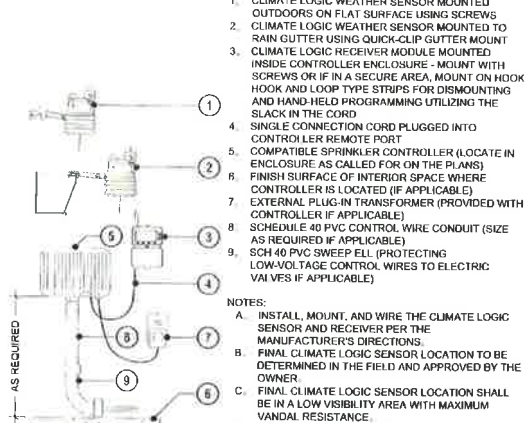
TWO WORKING DAYS BEFORE DIGGING

TITLE SHEET		SHEET
CAMBRIA PARK VICTORIA RANCH (4A) LANDSCAPE PLANS		L-1
IMPERIAL, CALIFORNIA	DATE 03/06/17	BY D.C.
CURVE VICTORIA RANCH HOMES, INC.	FILE NAME 16008-08P01	DATE REVISION 16008-02



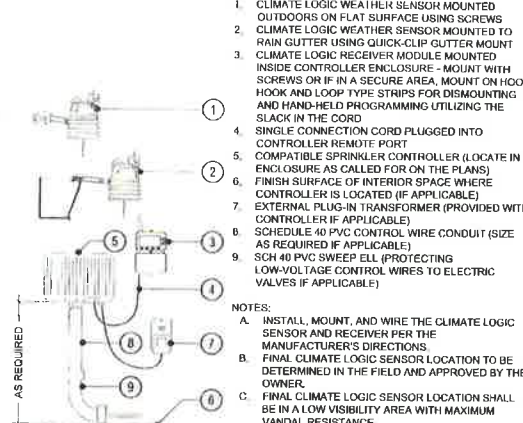
1. AUTOMATIC CONTROLLER PER LEGEND - MOUNT TO WALL PER MANUFACTURER'S DIRECTIONS
2. ELECTRICAL JUNCTION BOX FOR 115V AC POWER CONNECTION
3. 1/2" CONDUIT WITH 115V AC POWER WIRES TO POWER SOURCE
4. SCH 40 PVC CONDUIT FOR CONTROL WIRES
5. SECURE ALL CONDUITS TO WALL WITH "C" CLAMP IN A MINIMUM OF TWO PLACES (TYP)
6. FINISH GRADE
7. WALL

L CONTROLLER



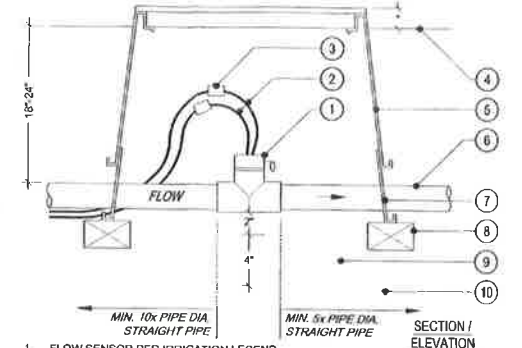
- NOTES:
- A. INSTALL, MOUNT, AND WIRE THE CLIMATE LOGIC SENSOR AND RECEIVER PER THE MANUFACTURER'S DIRECTIONS.
 - B. FINAL CLIMATE LOGIC SENSOR LOCATION TO BE DETERMINED IN THE FIELD AND APPROVED BY THE OWNER.
 - C. FINAL CLIMATE LOGIC SENSOR LOCATION SHALL BE IN A LOW VISIBILITY AREA WITH MAXIMUM VANDAL RESISTANCE.
 - D. FOR MOST ACCURATE SENSING, LOCATE THE SENSOR SO THAT IT IS EXPOSED TO SUN AS MUCH AS POSSIBLE. REFER TO THE OWNER'S GUIDE FOR FURTHER MOUNTING LOCATION DIRECTIONS.
 - E. THE CLIMATE LOGIC SENSOR HAS AN INTEGRATED BRACKET FOR MOUNTING. USE ANY COMBINATION OF ADAPTERS / FITTINGS AS MAY BE REQUIRED TO MOUNT IN THE SPECIFIC LOCATION FOR THIS SITE.

M ET SENSOR



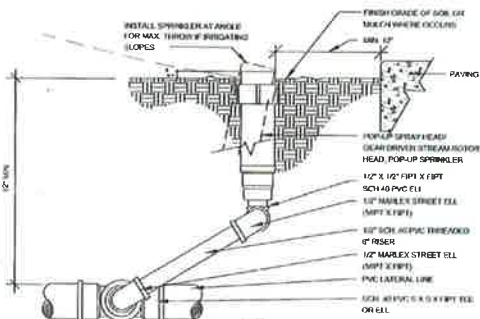
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M ET SENSOR



1. FLOW SENSOR PER IRRIGATION LEGEND
2. #14 UF WIRES TO CONTROLLER (COLOR CODE DIFFERENTLY THAN COMMON WIRE, CONTROL WIRES, AND MASTER VALVE WIRES)
3. WATERPROOF WIRE CONNECTORS (2 REQUIRED)
4. FINISH GRADE
5. RECTANGULAR PLASTIC VALVE BOX WITH LOCKING LID (NDS #314BCB) HEAT BRAND "FS" ON LID IN 2" HIGH BLOCK LETTERS
6. MAINLINE PIPING PER IRRIGATION LEGEND (SENSOR SIZE)
7. RECTANGULAR PLASTIC VALVE BOX EXTENSION (NDS #214-6)
8. COMMON BRICK SUPPORTS (4 REQUIRED)
9. FILL BASE OF BOX WITH PEA GRAVEL
10. NATIVE SOIL

O FLOW SENSOR



- NOTE:
- CONTRACTOR SHALL INSTALL ANTI-SIPHON VALVES AS REQUIRED TO PREVENT LOW-HEAD SUCKAGE
 - INSTALL SPRINKLER HEADS MINIMUM 6" FROM INTERIOR CORNER AND PARALLEL
 - USE 3/4" FITTINGS AND PIPING WHEN SPRINKLER INLET IS 3/4"

P POP-UP SPRINKLER

AB-1881 CALCULATIONS - MAXIMUM APPLIED WATER ALLOWANCE	
MAWA = Maximum Applied Water Allowance (GAL/DAY)	
MAWA = (ET _{max} × 4.5) × (0.62) × (0.70 × 1.1) × (0.3 × SLA)	
ET _{max} = Reference Evapotranspiration (inches per year)	71.6
0.62 = Conversion Factor (inches per year)	0.62
0.70 = ET Adjustment Factor (70% of Reference ET)	0.70
SLA = Total Landscape Area (square feet)	25,521
SLA = Special Landscape Area	0
TOTAL MAWA	792,050

AB-1881 CALCULATIONS - ESTIMATED APPLIED WATER USE	
EAUW = Estimated Applied Water Use by Hydrozone (GAL/DAY)	
EAUW = (ET _{max} × 4.5) × (0.62) × (0.70 × 1.1) × (0.3 × SLA)	
ET _{max} = Reference ET (inches per year)	71.6
0.62 = Conversion Factor (inches per year)	0.62
0.70 = ET Adjustment Factor (70% of Reference ET)	0.70
SLA = Total Landscape Area (square feet)	25,521
SLA = Special Landscape Area	0
TOTAL EAUW	792,050

S AB-1881 WATER BUDGET CALCS

IRRIGATION MAINTENANCE SCHEDULE

THE IRRIGATION MAINTENANCE SCHEDULE TASKS LISTED BELOW ARE INTENDED AS MINIMUM STANDARDS AND MORE FREQUENT ATTENTION MAY BE REQUIRED DEPENDING ON THE PARTICULAR SITE CONDITIONS.

FREQUENCY	MAINTENANCE TASK
QUARTERLY	CONTROLLER CABINET - OPEN CABINET AND CLEAN OUT DEBRIS AND REPLACE BATTERY AS NECESSARY. CHECK WIRING AND REPAIR AS NEEDED AND CHECK CLOCK AND RESET IF NECESSARY.
MONTHLY	IRRIGATION SCHEDULE - ADJUST SCHEDULE FOR SEASONAL VARIATIONS AND OTHER CONDITIONS WHICH MAY AFFECT THE AMOUNT OF WATER NEEDED TO MAINTAIN PLANT HEALTH. ADJUST AS NECESSARY.
QUARTERLY	POC - VISUALLY INSPECT COMPONENTS FOR LEAKS, PRESSURE SETTINGS, SETTLEMENT OR OTHER DAMAGE AFFECTING THE OPERATION OF A COMPONENT. REPAIR AS NEEDED.
QUARTERLY	REMOTE CONTROL VALVES, ISOLATION VALVES AND QUICK COUPLER VALVES - VISUALLY INSPECT FOR LEAKS, SETTLEMENT, WIRE CONNECTIONS AND PRESSURE SETTINGS. REPAIR OR ADJUST AS NEEDED.
QUARTERLY	MAINLINE AND LATERALS - VISUALLY INSPECT FOR LEAKS OR SETTLEMENT OF TRENCHES. REPAIR AS NEEDED.
WEEKLY	DRIP TUBING - VISUALLY CHECK EACH SYSTEMS DRIP TUBING OPERATION INDICATOR WHILE SYSTEM IS IN OPERATION. REPAIR DRIP LINE AS NEEDED.
MONTHLY	FILTERS AND STRAINERS - VISUALLY CHECK FOR LEAKS, BROKEN FITTINGS, CLEAN AND FLUSH SCREENS.

IRRIGATION AUDIT SCHEDULE

THE CONTRACTOR WILL CONDUCT AN IRRIGATION AUDIT USING A QUALIFIED IRRIGATION AUDITOR AFTER THE FINAL FIELD OBSERVATION HAS BEEN COMPLETED AND ALL IRRIGATION COMPONENTS ARE INSTALLED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, AND THE IRRIGATION SYSTEM IS ACCEPTED BY THE PROJECT ARCHITECT FOR MAINTENANCE. AUDITS SHALL BE PERFORMED EVERY 5 YEARS AT A MINIMUM OR AS NEEDED.

THE IRRIGATION AUDIT WILL BE CONDUCTED IN ACCORDANCE WITH THE FOLLOWING GUIDELINES:

1. FOLLOW THE IRRIGATION ASSOCIATION AUDIT PROTOCOL OR EQUAL.
2. PLACE FLAGS AT EACH HEAD IN THE ZONE.
3. DETERMINE A REPRESENTATIVE GRID FOR MEASURING CUP PLACEMENT.
4. PLACE WATER MEASURING RECEPTACLES.
5. TAKE READINGS OF WATER LEVEL IN RECEPTACLES AND RECORD RESULTS.
6. CALCULATE THE IRRIGATION EFFICIENCY.
7. MEASURE HEAD PRESSURE IN EACH ZONE AND RECORD RESULTS.
8. AFTER COMPLETING ZONE, ADVANCE TO NEXT ZONE AND REPEAT PROCEDURE.
9. SUBMIT THE RESULTS OF THE AUDIT TO THE PROJECT ARCHITECT.

T IRRIGATION MAINTENANCE SCHEDULE

PRESSURE LOSS CALCULATIONS		
STATION # / 24 GPM		
MAXIMUM FLOW / FARTHEST FROM POC		
EQUIPMENT	SIZE	LOSS
Service Line - Copper (50' Estimate)	1"	2.9
Water Meter	1"	3.4
Backflow Preventer (R/P Type)	1"	13.0
Master Control Valve	1"	4.2
Flow Sensor	1/2"	1.0
Sch 40 PVC Mainline 283'	1 1/2"	1.51
Sch 40 PVC Mainline Loop	1 1/4"	-
Electric Control Valve	1 1/2"	3.7
Lateral Lines (10% Pressure Drop Max.)	Misc.	2.97
SUBTOTAL PRESSURE LOSSES		32.68
MISC. LOSSES THROUGH SYSTEM	10%	3.27
Elevation Gain in Feet (Pressure Loss)	0	0.0
TOTAL PRESSURE LOSSES		35.95
Pressure Required at Valve		30.0
TOTAL PRESSURE REQUIRED		65.95
Static Pressure at POC		75
RESIDUAL PRESSURE		9.1 (12%)

Q PRESSURE LOSS CALCS

IRRIGATION CONTROLLER SCHEDULE GUIDELINE - PLANT ESTABLISHMENT PERIOD												
NOTES: IRRIGATION SCHEDULE IS FOR REFERENCE ONLY. ALWAYS APPLY THE APPROPRIATE AMOUNT OF WATER FOR PROPER PLANT HEALTH. ADJUST SCHEDULE AS NECESSARY BASED ON THE ACTUAL SITE CONDITIONS, DRINK RUN TIMES AND CYCLE AS NEEDED TO MINIMIZE RUN-OFF. ADJUST THE SCHEDULE AT LEAST ONCE PER MONTH TO REFLECT SEASONAL CHANGES.												
HYDROZONE	HYDROZONE ATTRIBUTES	HYDROZONE SCHEDULE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
SHRUB/TREE	PRECIPITATION RATE (in/hr)	0.42	2.2	2.7	3.7	4.5	4.6	5.4	6.2	6.1	4.7	3.7
DRIP LINE	PLANT FACTOR (FC)	0.50	24.0	28.8	26.7	25.5	26.1	26.8	25.9	26.0	26.6	24.8
2" 24" ROOTS	SPRINKLER EFFICIENCY	0.90	1	1	1	1	1	1	1	1	1	1
LOW	MINUTES PER CYCLE		24.9	26.0	26.7	25.5	26.1	26.8	25.9	26.0	26.6	24.8

IRRIGATION CONTROLLER SCHEDULE GUIDELINE - ESTABLISHED PLANTS												
NOTES: IRRIGATION SCHEDULE IS FOR REFERENCE ONLY. ALWAYS APPLY THE APPROPRIATE AMOUNT OF WATER FOR PROPER PLANT HEALTH. ADJUST SCHEDULE AS NECESSARY BASED ON THE ACTUAL SITE CONDITIONS, DRINK RUN TIMES AND CYCLE AS NEEDED TO MINIMIZE RUN-OFF. ADJUST THE SCHEDULE AT LEAST ONCE PER MONTH TO REFLECT SEASONAL CHANGES.												
HYDROZONE	HYDROZONE ATTRIBUTES	HYDROZONE SCHEDULE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
SHRUB/TREE	PRECIPITATION RATE (in/hr)	0.42	2.2	2.7	3.7	4.5	4.6	5.4	6.2	6.1	4.7	3.7
DRIP LINE	PLANT FACTOR (FC)	0.50	24.0	28.8	26.7	25.5	26.1	26.8	25.9	26.0	26.6	24.8
6" 24" ROOTS	SPRINKLER EFFICIENCY	0.90	2	2	2	2	2	2	2	2	2	2
LOW	MINUTES PER CYCLE		29.1	35.7	36.7	36.7	36.5	35.7	35.1	40.3	37.3	33.1

IRRIGATION SCHEDULE NOTES:
IRRIGATION SCHEDULE IS BASED ON THE HYDROZONE DATA LISTED IN THE CHART ABOVE. HISTORIC ET FOR IMPERIAL, ESTIMATED ROOT DEPTH, ESTIMATED SOIL TYPE, PLANT FACTOR FROM WUCOLS III, CALCULATED PRECIPITATION RATE, AND ESTIMATED IRRIGATION EFFICIENCY. THIS SCHEDULE WILL NEED TO BE FINE-TUNED AND ADJUSTED BASED ON ACTUAL SITE CONDITIONS. THE CONTROLLER FOR THIS PROJECT IS A "SMART" CONTROLLER USING THE IRRITROL CLIMATE LOGIC ET SENSOR. IT IS SUGGESTED THAT THE AUTOMATIC ET ADJUSTMENT FEATURE NOT BE USED UNTIL PLANTS HAVE DEVELOPED ESTABLISHED ROOT SYSTEMS.

R IRRIGATION CONTROLLER SCHEDULES

STATEMENT

"I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN", AND THE SIGNATURE OF A LICENSED LANDSCAPE ARCHITECT, CERTIFIED IRRIGATION DESIGNER, LICENSED LANDSCAPE CONTRACTOR, OR ANY OTHER PERSON AUTHORIZED TO DESIGN AN IRRIGATION SYSTEM (SEE SECTIONS 5500.1, 5615, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 OF THE BUSINESS AND PROFESSIONS CODE, SECTION 832.27 OF TITLE 16 OF THE CALIFORNIA CODE OF REGULATIONS, AND SECTION 6721 OF FOOD AGRICULTURAL CODE.)

No.	DESCRIPTION	BY	DATE	SEAL	FOR PLAN CHECK AND CONSIDERED PRELIMINARY UNTIL APPROVED BY:	SEAL	PREPARED UNDER THE DIRECTION OF:	BENCH MARK	IRRIGATION DETAILS	SHEET
									CAMBRIA PARK VICTORIA RANCH (4A) LANDSCAPE PLANS	L-8
									IMPERIAL, CA	03/05/17
									VICTORIA RANCH HOMES, INC.	1600B-02PDP

PLANTING SPECIFICATIONS

A.LANDSCAPE WORK GENERAL NOTES

ORDINANCES AND REGULATIONS : ALL LANDSCAPE PLANTING WITHIN THESE DRAWINGS AND SPECIFICATIONS SHALL CONFORM TO ALL APPLICABLE GOVERNING CODES AND ORDINANCES (LOCAL, COUNTY &STATE).

PERMITS AND INSPECTIONS : THE GENERAL CONTRACTOR SHALL OBTAIN, COORDINATE AND PAY FOR ALL PERMITS, FEES AND AGENCY INSPECTIONS AS REQUIRED.

SCOPE OF WORK : CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO FURNISH, INSTALL AND COMPLETE ALL LANDSCAPING PER THE DRAWINGS AND SPECIFIED WITHIN. IT SHALL BE THE OWNER'S RESPONSIBILITY IN INVITING AND OBTAINING BIDS, SETTING ITS PROVISIONS AND INSTRUCTIONS TO BIDDERS, SECURING THEIR BONDS AND WORKERS COMPENSATION INSURANCE CERTIFICATES, ETC. TO FULLY ENSURE THE QUALITY AND TIMELY COMPLETION OF THE PROJECT.

LICENSE : THE CONTRACTOR SHALL BE A C-27 CALIFORNIA STATE LICENSED LANDSCAPE CONTRACTOR, AND SHALL OBTAIN (AND KEEP IN FORCE DURING THE PERIOD OF THE CONTRACT) PUBLIC LIABILITY, WORKMAN'S COMPENSATION AND PROPERTY DAMAGE INSURANCE, AS REQUIRED BY ALL APPLICABLE CODES AND REGULATIONS.

LIABLE FOR DAMAGE : THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY ITS OPERATIONS TO UTILITIES, EXISTING PLANTING, CONSTRUCTION, PERSONS, PROPERTY, ETC. AND SHALL PROVIDE PROTECTIVE MEANS TO GUARD AGAINST DAMAGE.

LIABLE FOR ENCROACHMENT : THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ENCROACHMENT ONTO ADJACENT PROPERTY, RIGHT-OF-WAYS, EASEMENTS, SET-BACKS OR ANY OTHER LEGAL PROPERTY RESTRICTIONS EITHER MARKED OR UNMARKED.

PLAN & FIELD VERIFICATION : THESE DOCUMENTS MAY CONTAIN ERRORS, OMISSIONS, CONTRADICTIONS, ETC. THE CONTRACTOR SHALL REVIEW ALL DOCUMENTS THOROUGHLY AND SHALL NOTIFY THE GENERAL CONTRACTOR AND OWNER IMMEDIATELY UPON ANY SUCH DISCOVERY OF DISCREPANCY. GOVERNING CODES SHALL THEN APPLY. THE OWNER'S SUPERINTENDENT WILL INSPECT THE PLANTING WORK PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE STARTING WORK. THE GENERAL CONTRACTOR AND OWNER SHALL BE NOTIFIED IMMEDIATELY UPON ANY DISCOVERY OF DISCREPANCIES. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE GENERAL CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.

COORDINATION : CONTRACTOR SHALL COORDINATE ALL LANDSCAPE CONSTRUCTION WITH APPROPRIATE TRADES THROUGH THE OWNER BEFORE STARTING WORK.

METHODS OF CONSTRUCTION : THE QUALITY OF WORKMANSHIP AND MATERIALS SHALL BE OF THE HIGHEST QUALITY STANDARDS. COOPERATION AND FLEXIBILITY IS EXPECTED OF THE CONTRACTOR TOWARD WORKING WITH THE OWNER IN PRODUCING THE BEST POSSIBLE PRODUCT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR A U CONSTRUCTION METHODS, MEANS, SEQUENCES, PROCEDURES AND TECHNIQUES. THE GENERAL CONTRACTOR FIRM IS NOT LIABLE FOR CONSTRUCTION METHODS.

SAFETY : AS REQUIRED IN AN ONGOING PROGRAM TO ASSURE A SAFE ENVIRONMENT, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS DURING CONSTRUCTION.

UTILITIES : THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, ELECTRICAL CABLES, CONDUITS, AND IRRIGATION LINES PRIOR TO ANY CONSTRUCTION, SO THAT PROPER PRECAUTIONS MAY BE TAKEN NOT TO DAMAGE SUCH IMPROVEMENTS.

MATERIALS : ALL MATERIALS AND EQUIPMENT SPECIFIED IN THESE DRAWINGS SHALL BE NEW AND IN PERFECT CONDITION OR THE BEST GRADE OF THEIR RESPECTIVE KINDS WHERE INSTALLED AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

SUBSTITUTIONS : IF THE SPECIFIED LANDSCAPE MATERIAL IS NOT REASONABLY OBTAINABLE, THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR ALTERNATE FROM THE GENERAL CONTRACTOR. MATERIAL, EQUIPMENT AND PRODUCTS OTHER THAN THOSE DESCRIBED OR INDICATED ON DRAWINGS MAY BE CONSIDERED FOR USE. WRITTEN APPROVAL FOR SUBSTITUTIONS SHALL BE OBTAINED FROM THE OWNER AND THE GENERAL CONTRACTOR. ALL SUBSTITUTIONS SHALL CONFORM TO LOCAL CODES AND ORDINANCES. ANY EQUIPMENT OR MATERIALS INSTALLED WITHOUT APPROVAL BY THE OWNER OR GENERAL CONTRACTOR MAY BE REJECTED AND REMOVED AT CONTRACTOR'S EXPENSE.

PLANTING PLANS : THE PLANTING PLANS ARE GENERALLY DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. THE CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS DURING INSTALLATION TO AVOID CONFLICTS BETWEEN EXISTING IRRIGATION, EXISTING PLANTING, ARCHITECTURAL FEATURES AND UTILITIES. ALL SCALE DIMENSIONS ARE APPROXIMATE. WRITTEN DIMENSIONS ON DETAILS AND PLANS TAKE PRECEDENCE OVER SCALED DIMENSIONS.

PLANTING NOTES : SEE GENERAL NOTES ON THE DRAWINGS FOR ADDITIONAL WORK REQUIRED, BUT NOT SPECIFICALLY MENTIONED IN THESE SPECIFICATIONS. ALL WORK CALLED FOR ON THE DRAWINGS BY NOTES SHALL BE FURNISHED AND INSTALLED WHETHER OR NOT SPECIFICALLY MENTIONED IN THE SPECIFICATIONS AND/OR DETAILS.

FINAL SITE REVIEW : UPON COMPLETION OF WORK THE CONTRACTOR SHALL INFORM THE GENERAL CONTRACTOR FOR FINAL SITE REVIEW. AT WHICH TIME THE CONTRACTOR SHALL BE PRESENT. ANY ASSUMED OR EXISTING VARIANCES OR OMISSIONS SHALL BE NOTED AT THIS TIME. THE CONTRACTOR SHALL STIPULATE WHEN AND HOW THE CONDITIONS WILL BE RECTIFIED. WHEN THESE CHANGES HAVE BEEN CARRIED OUT, THE AREAS CLEANED AND A NOTICE OF COMPLETION / ACCEPTANCE SHALL BE RECORDED ONLY WHEN THE ENTIRE CONTRACT IS COMPLETED TO THE SATISFACTION OF THE OWNERS AUTHORIZED REPRESENTATIVE.

SITE MAINTENANCE : CONTRACTOR SHALL KEEP THE PROJECT SITE CLEAN AND FREE FROM RUBBISH AND DEBRIS. ALL DEBRIS SHALL BE REMOVED FROM SITE PER LOCAL CODE AND ORDINANCES.

MAINTENANCE INSTRUCTIONS : AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL INSTRUCT THE CITY OF IMPERIAL ON HOW TO PROPERLY MAINTAIN AND CARE FOR LANDSCAPE PLANTINGS AFTER THE INCLUDED 1 YEAR MAINTENANCE.

GUARANTEES : THE ENTIRE LANDSCAPE INCLUDING ALL WORK DONE UNDER THIS CONTRACT, SHALL BE GUARANTEED AGAINST ALL DEFECTS AND FAULTS OF MATERIAL AND WORKMANSHIP, AND SHALL BE IN PERFECT WORKING ORDER FOR 90 DAYS FROM DATE OF COMPLETION BY THE CONTRACTOR WITHOUT EXPENSE TO THE OWNER. TREES SHALL BE GUARANTEED FOR ONE (1) YEAR. ALL MATERIALS USED SHALL CARRY A MANUFACTURER'S GUARENTEE OF MINIMUM ONE (1) YEAR. SHRUBS & VINES FOR 6 MONTHS, AND ALL OTHER PLANT MATERIAL SHALL BE GUARANTEED FOR 90 DAYS. ANY SETTLING OF TREE/SHRUB WELLS WHICH MAY OCCUR DURING THE 90 DAY PERIOD PRIOR TO FINAL ACCEPTANCE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION BY THE CONTRACTOR WITHOUT EXPENSE TO THE OWNER INCLUDING THE COMPLETE RESTORATION OF ALL DAMAGED PLANTING, PAVING OR OTHER IMPROVEMENTS OF ANY KIND.

PREQUIRED FIELD OBSERVATIONS

: THESE PLANS WERE PREPARED WITH THE UNDERSTANDING THAT THE OWNER AND GENERAL CONTRACTOR WILL PROVIDE 'FULL' CONTRACT SERVICES INCLUDING FIELD OBSERVATION SERVICES DURING CONSTRUCTION.

FIELD OBSERVATION COORDINATION : OBSERVATIONS SHALL BE INITIATED BY THE CONTRACTOR AND COORDINATED THROUGH THE OWNER (JOB SUPERINTENDENT). THE CONTRACTOR SHALL NOTIFY THE OWNER (JOB SUPERINTENDENT) AND GENERAL CONTRACTOR NOT LESS THAN FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY OBSERVATION. CONTINUED WORK WITHOUT OBSERVATION OF ANY REQUIRED CHANGES OR MODIFICATIONS TO BE AT THE CONTRACTOR'S EXPENSE. THE OWNER (JOB SUPERINTENDENT) SHALL INFORM THE GENERAL CONTRACTOR AS TO THE PURPOSE AND TIME OF THE OBSERVATION FORTY-EIGHT (48) HOURS IN ADVANCE.

CLOSING OF UNINSPECTED WORK : THE CONTRACTOR SHALL NOT ALLOW NOR CAUSE ANY OF HIS WORK TO BE COVERED OR ENCLOSED UNTIL IT HAS BEEN INSPECTED, TESTED AND APPROVED BY THE CONSULTING ENGINEER OR AUTHORIZED REPRESENTATIVE AND/OR GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER THE WORK. SHOULD ANY OF THE WORK BE ENCLOSED OR COVERED BEFORE SUCH INSPECTION AND TEST, HE SHALL UNCOVER HIS WORK AT HIS OWN EXPENSE. AFTER IT HAS BEEN INSPECTED, TESTED AND APPROVED, THE CONTRACTOR SHALL MAKE ALL REPAIRS NECESSARY TO THE OWNER'S SATISFACTION.

JOB SITE MEETINGS AND REQUIRED INSPECTIONS

A. PRE-JOB MEETING ON-SITE - PRIOR TO COMMENCEMENT OF WORK

B. DURING SOIL PREPARATION OR AS SPECIFIED BY THE OWNER,

C. AT COMPLETION OF SOIL PREPARATION

D. COMPLETION OF WEED CONTROL

E. PLANT MATERIAL INSPECTION AND LOCATION

F. GRADING CHECK PRIOR TO GROUND COVER

G. PROGRESS INSTALLATION

H. COMPLETION OF PLANTING

I. 30, 60, & 90-DAY MAINTENANCE INSPECTIONS

COMPLETION : WORK SHALL BE COMPLETED UPON FINAL APPROVAL BY OWNER AND GENERAL CONTRACTOR. A FINAL INSPECTION SHALL BE HELD UPON THE COMPLETION OF THE WORK PROVIDING THE CONTRACTOR HAS COMPLETED THE INSTALLATION OF ALL PHASES OF THE CONTRACT AND CONFORMED TO REQUIREMENTS OF THESE SPECIFICATIONS.

B. PRODUCTS & MATERIALS

SCOPE OF WORK : WORK SHALL CONSIST OF FURNISHING ALL MATERIALS, SERVICES AND EQUIPMENT NECESSARY TO COMPLETELY INSTALL ALL LANDSCAPE WORK AS INDICATED ON THE DRAWINGS AND HEREIN SPECIFIED. THE FOLLOWING COMPRISES THE PRINCIPLE MATERIALS BUT DOES NOT SET THE LIMITATION FOR MATERIALS REQUIRED. IT SHALL BE UP TO THE CONTRACTOR TO SHOW THAT AMPLIFIED QUANTITIES OF THE REQUIRED MATERIALS WERE USED AND INSTALLED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.

PLANT MATERIALS : ALL TREES AND SHRUBS SHALL BE PLANTED PER THESE NOTES, DETAILS, AND SPECS. ALL PLANT MATERIAL SHALL BE OF THE HIGHEST QUALITY AND LARGEST REASONABLE SIZE. PROVIDE TREES, SHRUBS & OTHER PLANTS OF SIZE, GENUS, SPECIES AND VARIETY INDICATED ON THE PLANS FOR THE LANDSCAPE WORK AND SHALL COMPLY WITH RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK". ALL PLANTS SHALL BE HEALTHY, WELL-ESTABLISHED NURSERY STOCK, FREE FROM INSECTS AND THEIR EGGS AND DISEASES. PLANTS SHALL BE FURNISHED IN THE QUANTITIES REQUIRED TO COMPLETE THE WORK AS INDICATED ON THE DRAWINGS. CONTAINER STOCK (1 GALLON, 5 GALLON, 15 GALLON, AND BOXES) SHALL HAVE BEEN GROWN IN CONTAINER FOR AT LEAST SIX MONTHS, BUT NOT OVER TWO YEARS. NO CONTAINER PLANTS THAT HAVE CRACKED OR BROKEN ROOT BALLS WHEN TAKEN FROM THE CONTAINER SHALL BE PLANTED. NO TREES WITH DAMAGED ROOTS, BROKEN ROOT BALL OR SEPARATION AT THE TRUNK BASE SHALL BE PLANTED. ALL PLANTS SHALL BE INSPECTED AND APPROVED PRIOR TO PLANTING. SHRUB MATERIALS SHALL BE VIGOROUSLY GROWING, HEALTHY PLANT MATERIAL, FULL AND BUSHY OF BINES. WHOLESALE NURSERY/MONROVIA NURSERY COMPANY QUALITY OR EQUAL. THE GENERAL CONTRACTOR WILL APPROVE ALL PLANT MATERIAL WHEN SPOTTED FOR PLANTING AND WILL NOT HESITATE TO REJECT ANY MATERIAL, OR QUESTIONABLE QUALITY, OR OF LESS THAN THE LARGEST REASONABLE SIZE MATERIAL AVAILABLE. ALL SPECIMAN MATERIAL TAGGED BY THE GENERAL CONTRACTOR FOR THIS PROJECT WILL BE AVAILABLE AT VALLEY CREST, SEA TREE OR OTHER NURSERY SOURCE OF EQUAL QUALITY. CONTRACTOR SHALL PURCHASE TAGGED MATERIAL, ARRANGE DELIVERY, PAY FOR SAME AND INSTALL PER PLAN.

REJECTION OF PLANT MATERIAL : THE OWNER OR GENERAL CONTRACTOR WILL APPROVE ALL PLANT MATERIAL AND WILL NOT HESITATE TO REJECT ANY PLANT MATERIAL REGARDED AS UNSUITABLE, OF QUESTIONABLE QUALITY, OR OF LESS THAN THE LARGEST REASONABLE SIZE MATERIAL AVAILABLE AND SHALL THEREFORE BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

HANDLING/STORAGE : ALL PLANTS SHALL BE HANDLED AND STORED SO THEY ARE KILLER APPLIED PER MANUFACTURER'S RECOMMENDATIONS. ADEQUATELY PROTECTED FROM DRYING OUT, SUN, WIND BURN, VANDALISM OR ANY OTHER INJURY.

PLANT QUANTITIES : QUANTITIES FOR PLANT MATERIALS ARE SHOWN FOR CONVENIENCE ONLY, AND NOT GUARANTEED. CONTRACTOR SHALL VERIFY PLANT COUNT AND SUPPLY SUFFICIENT NUMBER TO FULFILL THE INTENT OF THE DRAWINGS CONFIRM ANY CLARIFICATIONS WITH THE GENERAL CONTRACTOR.

TREE TAGGING : CONTRACTOR SHALL FORWARD DIGITAL PHOTO'S OF 24" BOX OR LARGER TREE SPECIMENS WITH A PERSON IN THE PHOTO FOR SCALE AND WITH THE TREE SEPARATED FROM OTHER TREES FOR APPROVAL BY THE GENERAL CONTRACTOR PRIOR TO PURCHASE AND DELIVERY.

TREE STAKES AND TIES : TREE STAKES SHALL BE MINIMUM 2" DIAMETER LODGE POLE PINE OR CONSTRUCTION HEART REDWOOD, FURNISH AND INSTALL AS INDICATED ON DETAILS. TREE TIES SHALL BE FLEXIBLE NON-DETERIORATING SELF-FASTENING BLACK VINYL TREE TIES OF THE SIZES REQUIRED TO PROPERLY SUPPORT TREES, "CINCH TIES" AVAILABLE FROM V.I.T. OR EQUAL.

ROOT BARRIERS : REGARDLESS OF INDICATION ON THE PLANS, THE CONTRACTOR SHALL INSTALL LINEAR PANEL TYPE OR GOVERNING AGENCY APPROVED ROOT BARRIERS AT ALL TREES WITHIN TEN (10) FEET OF HARDCAPE, STRUCTURES, ETC. OR EQUAL.

SOD : SOD VARIETY SHALL BE PER PLANS. SOD SHALL BE SUPPLIED BY PACIFIC SOD OR APPROVED EQUAL, PURCHASED FROM A RECOGNIZED TURF NURSERY, FIRST QUALITY, FRESH AND CLEAN.

AGRIFORM PLANTING TABLETS : SHALL BE 20-10-5 ANALYSIS PROLONGED RELEASE NITROGEN. (1) PER 1 GALLON, (2) PER 5 GALLON, (4) PER 15 GALLON, AND (6) PER BOX FOR SPECIMENS LARGER THAN 15 GALLON OR PER DRAWINGS.

COMMERCIAL FERTILIZER : SHALL BEAR THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS AND SHALL BE CONTROLLED RELEASE TYPE FERTILIZER WITH THE FOLLOWING MINIMUM REQUIREMENTS:

16% NITROGEN - 16 % PHOSPHORIC ACID - 16 % POTASH (+ IRON).

REDWOOD SHAVINGS SHALL BE PURE REDWOOD SAWDUST AND SHAVINGS OR NITROGEN FORTIFIED FIBER RESULTING FROM MILLING OPERATIONS AND SHALL NOT CONTAIN STICKS, BLOCKS OF WOOD, OR OTHER FOREIGN MATTER. SOURCES OF SHAVINGS SHALL BE APPROVED BY GENERAL CONTRACTOR. GYPSUM STANDARD COMMERCIAL BRAND, GUARANTEED ANALYSIS OF 94.3 % CALCIUM SULFATE SUPPLIED IN UNOPENED BAGS WITH ANALYSIS ATTACHED. LANDSCAPING PER THE DRAWINGS AND SPECIFIED WITHIN. IT SHALL BE THE SOIL SULFUR STANDARD COMMERCIAL BRAND, GUARANTEED ANALYSIS OF 99% SULFUR (EXPRESSED AS ELEMENTAL) SUPPLIED IN UNOPENED BAGS WITH ANALYSIS ATTACHED. BONE MEAL SHALL BE FINE GROUND, STEAMED, DRY MATERIAL WITH A MINIMUM ANALYSIS OF 1 % NITROGEN - 30 % PHOSPHORIC ACID - 6% 5 % UNDILUTED BONE.

SAMPLES : SAMPLES OF REDWOOD SHAVINGS, STEER MANURE, FERTILIZER AND SEED SHALL BE SUBMITTED FOR APPROVAL AND SHALL BE STORED ON THE SITE UNTIL FURNISHING OF MATERIALS IS COMPLETED.

CERTIFICATES : CERTIFICATES FOR EACH DELIVERY OF BULK MATERIAL SHALL BE FURNISHED TO THE GENERAL CONTRACTOR BY THE CONTRACTOR. CERTIFICATES SHALL STATE THE SOURCE, QUANTITY AND TYPE OF MATERIAL AND DATE AND ADDRESS OF THE LOCATIONS IT WAS DELIVERED TO.

C. EXECUTION

1. TREE AND SHRUB PLANTING

PLANT DEPTH : PLANT ALL PLANTS AT THEIR NATURAL GROWING DEPTH PER DETAIL, IN THE LOCATIONS SHOWN ON THE DRAWINGS.

EXCAVATED PITS : EXCAVATE PITS WITH SQUARE AND VERTICAL SIDES, 2 TIMES THE DIAMETER, AND 12" GREATER IN DEPTH THAN THE SIZE OF THE PLANT CONTAINER.

BACKFILL MIXTURE : BACKFILL TO BOTTOM OF ROOT BALL WITH PREPARED BACKFILL MIXTURE. TAP FIRMLY, SET PLANT IN CENTER OF PIT IN A VERTICAL POSITION, CROWN LEVEL WITH FINISH GRADE. BACKFILL BALANCE OF PIT WITH THE FOLLOWING PREPARED MIXTURE OR PER SOILS REPORT:

6 PARTS BY VOLUME NATIVE ON SITE SOIL

4 PARTS BY VOLUME NITRO-MULCH SOIL AMENDMENT

1 LB. 1616-16 COMMERCIAL FERTILIZER PER CU. YD. OF MIX

2 LBS. IRON SULFATE PER CU. YD. OF MIX

AGRIFORM PLANT TABLETS, (1) PER GALLON, (2) PER 5 GALLON, (4) PER 15 GALLON, AND (6) PER BOX FOR SPECIMENS LARGER THAN 15 GALLON.

TREE LOCATIONS : THE OWNER SHALL APPROVE ALL TREE LOCATIONS. TREE LOCATIONS TAKE PRECEDENCE OVER IRRIGATION & DRAINAGE LINES. CONTRACTOR SHALL MAKE FIELD ADJUSTMENTS AS NECESSARY.

WATER BASIN : CONSTRUCT A SIX INCH DEEP WATER BASIN. MULCH WITH A TWO INCH LAYER OF REDWOOD SHAVINGS, AND WATER THOROUGHLY. BACKFILLING WITH ADDITIONAL MIX WHERE VOIDS APPEAR.

TREE STAKES : ALL NURSERY STAKES SHALL BE REMOVED AND ALL TREES SHALL BE INSTALLED WITH LODGE POLE STAKES DRIVEN 2 FEET INTO THE UNDISTURBED SOIL. TREE STAKES SHALL NOT PIERCE THE ROOTBALL AND NOT INJURE TREE ROOTS. SEE TREE PLANTING DETAILS.

TREE TIES : TREE TIES SHALL BE FASTENED TO THE TREE AND STAKE BY LOOPING THE TIES IN FIGURE 8'S WITH THE INSIDE OF THE TREE TRUNK. FASTEN TIE TO THE STAKE WITH ONE GALVANIZED ROOFING NAIL.

DEFECTS : ALL DEFECTS IN TREE AND SHRUB PLANTING SHALL BE CORRECTED THROUGH THE GUARANTEE PERIOD SPECIFIED HEREIN AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.

2. VINE PLANTING

GENERAL : ALL VINES SHALL BE PLANTED PER THE VINE PLANTING DETAIL, AND THE WOOD SUPPORT STAKE SHALL BE CAREFULLY REMOVED WITHOUT DAMAGE TO THE ROOTBALL.

WOOD FENCES : VINES ATTACHED TO WOOD FENCES SHALL BE SECURED WITH GALVANIZED NAILS OR GALVANIZED EYE SCREWS AND HEAVY DUTY VINE TIES.

3. GROUND COVER PLANTING

GENERAL : ALL GROUND COVER AREAS NOTED ON PLANS SHALL BE PLANTED WITH ROOTED CUTTING FROM FLATS UNLESS OTHERWISE NOTED. PLANT CONTINUOUSLY UNDER TREES AND SHRUBS AT THE SPACING INDICATED ON PLANS. REFER TO PLANTING DETAIL. INSTALL PLANTS IN AREAS AND TO SPACING AS SHOWN ON THE DRAWINGS IN EVENLY TRIANGULARLY SPACED ROWS.

EXCAVATE PITS : EXCAVATE PITS A MINIMUM 3' x 4' WITH SUFFICIENT DEPTH TO ALLOW ROOT SYSTEM TO HANG FREE IN PIT. PLACE EACH PLANT AT ITS NATURAL GROWING DEPTH. ADD COMMERCIAL FERTILIZER AND SOIL BACKFILL MIX PER PIT, AND FIRM SOIL AROUND BASE OF PLANT WITHOUT PILING AT CROWN.

WATERING : WATER THOROUGHLY AFTER SUFFICIENT AREA HAS BEEN PLANTED, ANY PLANTINGS SHOWING EVIDENCE OF DRYING OUT OR BADLY WILTING WILL NOT BE ACCEPTED.

PRE-EMERGENT : APPLY TREFLAN OR APPROVED PRE-EMERGENT IMMEDIATELY AFTER PLANTING TO A U GROUND COVER AREAS. HYDROSEED AREAS NOT INCLUDED.

DEFECTS : DEFECTS IN GROUND COVER PLANTING SHALL BE CORRECTED THROUGH THE GUARANTEE PERIOD SPECIFIED HEREIN AT THE CONTRACTORS EXPENSE TO THE SATISFACTION OF THE OWNER.

4. SODDING

FINISH GRADE : SOIL SHALL BE LEFT 1 - 112" BELOW FINISH GRADE AS THE SOD WILL BRING THE LEVEL UP TO THE PROPER HEIGHT.

SITE PREPARATION : AFTER PREPARATION OF SOIL, THE AREA MUST BE PRE-IRRIGATED TO WET IT TO A DEPTH OF FOUR INCHES. IT SHALL BE DAMP BUT NOT MUDDY AND WITHOUT DEPRESSIONS.

HANDLING : INITIAL PLACEMENT OF SOD SHALL BE LAID WITHIN TWO DAYS AFTER IT IS DELIVERED. IT SHALL NOT BE LEFT IN THE HOT SUN, IN ROLLS, OR STACKED OVERNIGHT.

FERTILIZER : PRIOR TO PLACING OF SOD, BROADCAST 16-200 FERTILIZER AT A RATE OF SEVEN OUNDS PER 1,000 SQUARE FEET OVER SURFACE.

LAYOUT : SOD SHALL BE UNROLLED AND PLACED CAREFULLY IN A STAGGERED PATTERN. A PIECE OF 2 X 4 SHALL BE USED TO TAMP EACH ROLL AGAINST THE STRIPS TO ELIMINATE JOINTS AND EDGES.

INSTALLATION : AFTER LAYING SOD, IRRIGATE MODERATELY TO ENSURE MOISTURE PENETRATION, THEN ROLL WITH A RYAN TYPE SOD ROLLER. SOD SHALL BE FLUSH WITH GRADES OF ADJACENT SIDEWALKS, CURBS AND HEADERBOARDS. WATER AND ROLL AGAIN IF GRADE DOES NOT MEET THESE CONDITIONS.

WATERING : AFTER ROLLING THE SOD, THE AREAS SHALL BE THOROUGHLY WATERED TO A DEPTH OF 6" AND KEPT CONTINUALLY MOIST FOR A PERIOD OF TEN DAYS.

DEFECTS : ALL DEFECTS IN SOD PLANTING SHALL BE CORRECTED THROUGH THE GUARENTEE PERIOD SPECIFIED HEREIN AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.

5. LANDSCAPE GRADING

SITE PREPARATION : THE CONTRACTOR SHALL REMOVE ALL WEEDS, ROCKS OVER 2" DIAMETER DEBRIS, AND OTHER EXTRANEOUS MATERIALS FROM THE JOB SITE PRIOR TO PROCEEDING WITH ANY WORK.

SOIL AMENDMENTS : THE SOIL AMENDMENTS SPECIFIED ARE FOR BIDDING PURPOSES ONLY. ALL PLANTING AREAS, EXCEPT MANUFACTURED SLOPE CONDITIONS LICENSE THE CONTRACTOR SHALL BE A 12-27 CALIFORNIA STATE LICENSED UNLESS OTHERWISE STATED, SHALL BE AMENDED PER THE AGRONOMIC SOILS REPORT.

CULTIVATION DEPTH : ALL LANDSCAPE AREAS EXCEPT MANUFACTURED SLOPE CONDITIONS, SHALL BE CULTIVATED TO A DEPTH OF SIX INCHES.

AMENDMENT MIX : INCORPORATE THE FOLLOWING SOIL AMENDMENTS, OR PER SOILS REPORT, IN THE UPPER 6" OF ALL PLANTING AREAS. TILING OR DISKING UNTIL ALL POCKETS AND LAYERS OF SOIL AND SOIL CONDITIONERS ARE ELIMINATED.

REDWOOD SHAVINGS 6 YARDS PER 1000 SQ. FT.

COMMERCIAL FERTILIZER 20 LBS PER 1000 SQ. FT.

GYPSUM 100 LBS. PER 1WSQ. FT.

FINISH GRADE : OWNER SHALL PROVIDE ROUGH GRADE TO WITHIN 110TH OF 1 FOOT OF FINISH GRADE. FINISH GRADES SHALL BE THOSE INDICATED ON THE DRAWINGS OR AS MAY BE CONTROLLED BY EXISTING INSTALLATIONS. GRADES NOT OTHERWISE INDICATED SHALL BE UNIFORM, STRAIGHT LEVELS BETWEEN POINTS WHERE ELEVATIONS ARE DETERMINED. FINISH GRADES SHALL BE SMOOTH AND EVEN OF A UNIFORM PLANE WITH NO ABRUPT CHANGES IN THE SURFACE. MINOR MODELING OF THE GROUND SURFACE MAY BE REQUIRED. GRADES SHALL PROVIDE FOR THE NATURAL RUN-OFF OF WATER WITHOUT LOW SPOTS OR POCKETS. PROVIDE FINISH GRADES IN PLANTING AREAS WITH 2% MINIMUM FLOW. FLOW LINES SHALL BE SET BY INSTRUMENT AND SHALL BE THE MAXIMUM GRADIENT POSSIBLE.

DRAINAGE : THE CONTRACTOR SHALL BE RESPONSIBLE FOR POSITIVE DRAINAGE IN WORK ALL PLANTING AREAS IN ACCORDANCE WITH THE PLANS, DETAILS AND SPECIFICATIONS OR AS SPECIFIED BY THE OWNERS.

FINISH GRADE AT TURF AREAS : FINISH GRADE OF ALL TURF AREAS SHALL BE ONE INCH BELOW THE GRADE OF ADJACENT WALKS, PAVEMENTS, CURBS, ETC.

FINISH GRADE AT SHRUB AREAS : FINISH GRADE OF ALL SHRUBBERY AND GROUND COVER AREAS SHALL BE TWO INCHES BELOW THE GRADE OF ADJACENT WALKS, PAVEMENTS, CURBS, ETC., EXCEPT WHERE WATER FLOWS ACROSS SAME.

D. MAINTENANCE

MAINTENANCE PERIOD : THE MAINTENANCE PERIOD SHALL BE FOR 1 1/2 DAYS BEGINNING ON THE DAY OF THE CHECK INSPECTION AFTER ALL WORK HAS BEEN INSTALLED AND APPROVED BY VICTORIA HOMES. THE MAINTENANCE PERIOD MAY BE EXTENDED TO INCLUDE ANY ADDITIONAL TIME THAT MAY BE REQUIRED TO MEET THE REQUIREMENTS OF THE WORK SPECIFIED. THE GENERAL CARE AND MAINTENANCE OF ALL AREAS SHALL CONSIST OF PROPER WATERING, FERTILIZATION, WEEDING, RODENT CONTROL, CLEAN-UP, ETC. ALL PLANT MATERIALS SHALL BE CHECKED AND MAINTAINED SAFETY. AS REQUIRED IN AN ONGOING PROGRAM TO ASSURE A SAFE ENVIRONMENT.

WATERING : WATER ALL PLANTINGS TO ASSURE COMPLETE GERMINATION OF ALL SEEDS AREAS AND CONTINUED GROWTH OF THE PLANTS. AREAS THAT DO NOT HAVE ADEQUATE IRRIGATION COVERAGE OR WHICH MAY REQUIRE ADDITIONAL DEEP CONSTRUCTION. WATERING SHALL BE WATERED BY HAND AS REQUIRED. ADJUST ALL IRRIGATION HEADS IN EACH AREA AND ZONE OF EXPOSURE SO THAT THE OPTIMUM AMOUNT OF WATER IS APPLIED AT THE PROPER TIMES WITHOUT OVERTHROW ONTO WALLS, WALKS, ETC.

CULTIVATING AND WEEDING : CULTIVATE AND WEED ALL PLANTED AREAS AT REGULAR INTERVALS NOT TO EXCEED 15 DAYS. THE CONTRACTOR SHALL ELECT TO REMOVE SUCH CONCENTRATIONS MANUALLY OR BY AN APPROVED HERBICIDE PROGRAM. EXERCISE CARE WHEN CULTIVATING TO AVOID DAMAGE TO ROOTS OF THE GROWING PLANTS. DAMAGED PLANTS OR AREAS SHALL BE REPAIRED OR REPLACED AT THE CONTRACTORS EXPENSE.

CHEMICAL HERBICIDES PEST & RODENT CONTROL : A CERTIFIED TECHNICIAN SHALL APPLY CHEMICAL HERBICIDES TO CONTROL WEEDS AND INFESTATIONS AT THE OPTION OF THE OWNER AND UPON PRIOR APPROVAL BY THE GENERAL CONTRACTOR. THE CONTRACTOR SHALL TAKE THE NECESSARY STEPS TO ELIMINATE ANY RODENTS ENCOUNTERED ON SITE.

PRUNING : ALL PRUNING SHALL BE IN ACCORDANCE WITH ISA STANDARDS. DAMAGED, DEAD OR DRYING BRANCHES SHALL BE REMOVED BACK TO A POINT OF GROWTH. AT NO TIME SHALL TREES BE "TOPPED".

PLANT REPLACEMENTS : DURING THE MAINTENANCE PERIOD, SHOULD ANY PLANT SHOW WEAKNESS AND PROBABILITY OF DYING, IT SHALL BE REPLACED BY THE CONTRACTOR WITHIN 5 DAYS OF NOTIFICATION TO DO SO. AT THE END OF THE MAINTENANCE PERIOD, ALL PLANT MATERIAL SHALL BE IN A HEALTHY, GROWING PLANTING PLANS : THE PLANTING PLANS ARE GENERALLY DIAGRAMMATIC AND CONDITION.

TURF AREAS : AT THE END OF EACH THIRTY (30) DAY PERIOD OF MAINTENANCE, THE CONTRACTOR SHALL DO THE FOLLOWING: OVERSEED ALL SPOTS OR AREAS WHERE NORMAL SOD ESTABLISHMENT IS NOT EVIDENT. REMOVE ALL ROCKS OR OTHER DEBRIS THAT CONSTITUTE A HINDRANCE TO MOWING. FILL ALL DEPRESSIONS AND ERODED CHANNELS WITH SUFFICIENT TOP SOIL TO RAISE TO PROPER GRADE, COMPACT LIGHTLY AND RESOD THE FILLED AREAS.

TURF WEED CONTROL : TURF AREAS SHALL BE TREATED WITH A BROADLEAF WEED KILLER APPLIED PER MANUFACTURER'S RECOMMENDATIONS.

TURF FERTILIZER : FERTILIZE ALL TURF AREAS WITH COMMERCIAL FERTILIZER, 16-6-8 MINIMUM ANALYSIS, AT THE RATE OF FIVE (5) POUNDS PER 1000 SQ. FT. OF AREA FINAL SITE REVIEW.

FERTILIZER : FERTILIZE ALL PLANTING AREAS WITH COMMERCIAL FERTILIZER, 16-6-8 MINIMUM ANALYSIS, AT THE RATE OF FIVE (5) POUNDS PER 1000 SQ. FT. OF AREA OR PER THE SOIL ANALYSIS REPORT. PLANT ESTABLISHMENT WORK SHALL INCLUDE THREE FERTILIZER APPLICATIONS PER THIRTY (30) DAY INTERVALS.

MOWING : MOW ALL TURF AREAS BEFORE THEY REACH A HEIGHT OF THREE INCHES WITH MOWER SET AT TWO INCHES. MAINTAIN ALL TURF AREAS AT A TWO INCH HEIGHT THROUGHOUT THE MAINTENANCE PERIOD.

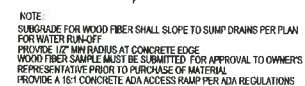
CLEAN-UP : DURING THE COURSE OF THE MAINTENANCE WORK, THE CONTRACTOR SHALL REMOVE SURPLUS MATERIALS AND DEBRIS FROM THE SITE AND SHALL MAINTAIN THE PREMISES IN A NEAT AND CLEAN CONDITION AT ALL TIMES.

FINAL INSPECTION : WILL BE HELD AT THE END OF THE 90-DAY MAINTENANCE PERIOD.

STATEMENT

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN. AND THE SIGNATURE OF A LICENSED LANDSCAPE ARCHITECT, CERTIFIED IRRIGATION DESIGNER, LICENSED LANDSCAPE CONTRACTOR, OR ANY OTHER PERSON AUTHORIZED TO DESIGN AN IRRIGATION SYSTEM (SEE SECTIONS 5500.1, 5615, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 OF THE BUSINESS AND PROFESSIONS CODE, SECTION 832.27 OF TITLE 16 OF THE CALIFORNIA CODE OF REGULATIONS, AND SECTION 6721 OF FOOD AGRICULTURAL CODE.)

No.	DESCRIPTION	BY	DATE	SEAL	FOR PLAN CHECK AND CONSIDERED PRELIMINARY UNTIL APPROVED BY:	SEAL	PREPARED UNDER THE DIRECTION OF:	BENCH MARK	PLANTING SPECIFICATIONS	SHEET
									CAMBRIA PARK VICTORIA RANCH (4A) LANDSCAPE PLANS	L-11
									IMPERIAL, CALIFORNIA	
									VICTORIA RANCH HOMES, INC.	

[illegible]

1. INTEGRAL CONCRETE COLOR TO BE DAVIS COLORS SEQUOIA SAND IS "TAN"
2. SIGN WEIGHT: 1200 LBS
BASE WEIGHT: 1000 LBS
3. CONCRETE MIXED SIGN TO INCLUDE 8 5 SACKS PORTLAND CEMENTARY PER YARD OF CONCRETE WITH A MAXIMUM AGGREGATE SIZE OF 3/4", CONCRETE TO BE REINFORCED WITH #4 AND #5 GRAD 60 REBAR GRID CURED CONCRETE SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 1000 PSI 28 DAYS.
ALL INFORMED SURFACES SHALL BE FULLY ROLLED AND SMOOTH FINISHED FINISH OF ALL SURFACES TO BE SEALED.
WITH (3) COATS AND GRAFFITI SEALER.

*Logo cast in full relief and painted

NOTES:

These plans demonstrate design intent only and are not intended to communicate construction means or methods. The contractor shall verify all site conditions, dimensions, and all proposed construction items. Any discrepancies shall be reported immediately to the Designer for clarification.

All contractors are required to comply with all applicable State and local ordinances, codes and regulations that pertain to the construction of this project. It is the responsibility of the Contractors to verify all ordinances, codes and regulations prior to commencement of this project.

Contractor is responsible for obtaining all necessary permits as required. Contractor shall be responsible for all coordinating all regulating agencies field inspections as pertaining to the permit process. It is the responsibility of the owner to obtain any necessary structural engineering or soils reports.

Contractor shall call UNDERGROUND SERVICE ALERT AT 1-800-227-2600 to verify location of all underground utilities two days prior to any digging.

It is the contractor's responsibility to become familiar with grade differences. Contractor to coordinate work with general contractor and other sub-contractors for location and installation of pipes/sleeves through walls, paving, structures, etc. Contractor shall install all electrical lines, gas lines, water lines, drain lines, and sleeves for all future work as designated on the plans and/or by the Owner. Final 'stub-up' locations shall be verified with the Owner.

All materials, colors, and finishes proposed on these plans are to be selected by Owner.

The contractor shall ensure positive drainage throughout the whole project. All paved areas must slope to drain at a minimum rate of 1% with all planted beds and tuft grass areas must slope at 2% minimum away from structures and towards drains.

All grades in planter beds must be held a minimum of 6 inches below adjacent hardscape.

STATEMENT

"I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN; AND THE SIGNATURE OF A LICENSED LANDSCAPE ARCHITECT, CERTIFIED IRRIGATION DESIGNER, LICENSED LANDSCAPE CONTRACTOR, OR ANY OTHER PERSON AUTHORIZED TO DESIGN AN IRRIGATION SYSTEM (SEE SECTIONS 5500.1, 5615, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7010, 7015, 7020, 7025, 7030, 7035, 7040, 7045, 7050, 7055, 7060, 7065, 7070, 7075, 7080, 7085, 7090, 7095, 7100, 7105, 7110, 7115, 7120, 7125, 7130, 7135, 7140, 7145, 7150, 7155, 7160, 7165, 7170, 7175, 7180, 7185, 7190, 7195, 7200, 7205, 7210, 7215, 7220, 7225, 7230, 7235, 7240, 7245, 7250, 7255, 7260, 7265, 7270, 7275, 7280, 7285, 7290, 7295, 7300, 7305, 7310, 7315, 7320, 7325, 7330, 7335, 7340, 7345, 7350, 7355, 7360, 7365, 7370, 7375, 7380, 7385, 7390, 7395, 7400, 7405, 7410, 7415, 7420, 7425, 7430, 7435, 7440, 7445, 7450, 7455, 7460, 7465, 7470, 7475, 7480, 7485, 7490, 7495, 7500, 7505, 7510, 7515, 7520, 7525, 7530, 7535, 7540, 7545, 7550, 7555, 7560, 7565, 7570, 7575, 7580, 7585, 7590, 7595, 7600, 7605, 7610, 7615, 7620, 7625, 7630, 7635, 7640, 7645, 7650, 7655, 7660, 7665, 7670, 7675, 7680, 7685, 7690, 7695, 7700, 7705, 7710, 7715, 7720, 7725, 7730, 7735, 7740, 7745, 7750, 7755, 7760, 7765, 7770, 7775, 7780, 7785, 7790, 7795, 7800, 7805, 7810, 7815, 7820, 7825, 7830, 7835, 7840, 7845, 7850, 7855, 7860, 7865, 7870, 7875, 7880, 7885, 7890, 7895, 7900, 7905, 7910, 7915, 7920, 7925, 7930, 7935, 7940, 7945, 7950, 7955, 7960, 7965, 7970, 7975, 7980, 7985, 7990, 7995, 8000, 8005, 8010, 8015, 8020, 8025, 8030, 8035, 8040, 8045, 8050, 8055, 8060, 8065, 8070, 8075, 8080, 8085, 8090, 8095, 8100, 8105, 8110, 8115, 8120, 8125, 8130, 8135, 8140, 8145, 8150, 8155, 8160, 8165, 8170, 8175, 8180, 8185, 8190, 8195, 8200, 8205, 8210, 8215, 8220, 8225, 8230, 8235, 8240, 8245, 8250, 8255, 8260, 8265, 8270, 8275, 8280, 8285, 8290, 8295, 8300, 8305, 8310, 8315, 8320, 8325, 8330, 8335, 8340, 8345, 8350, 8355, 8360, 8365, 8370, 8375, 8380, 8385, 8390, 8395, 8400, 8405, 8410, 8415, 8420, 8425, 8430, 8435, 8440, 8445, 8450, 8455, 8460, 8465, 8470, 8475, 8480, 8485, 8490, 8495, 8500, 8505, 8510, 8515, 8520, 8525, 8530, 8535, 8540, 8545, 8550, 8555, 8560, 8565, 8570, 8575, 8580, 8585, 8590, 8595, 8600, 8605, 8610, 8615, 8620, 8625, 8630, 8635, 8640, 8645, 8650, 8655, 8660, 8665, 8670, 8675, 8680, 8685, 8690, 8695, 8700, 8705, 8710, 8715, 8720, 8725, 8730, 8735, 8740, 8745, 8750, 8755, 8760, 8765, 8770, 8775, 8780, 8785, 8790, 8795, 8800, 8805, 8810, 8815, 8820, 8825, 8830, 8835, 8840, 8845, 8850, 8855, 8860, 8865, 8870, 8875, 8880, 8885, 8890, 8895, 8900, 8905, 8910, 8915, 8920, 8925, 8930, 8935, 8940, 8945, 8950, 8955, 8960, 8965, 8970, 8975, 8980, 8985, 8990, 8995, 9000, 9005, 9010, 9015, 9020, 9025, 9030, 9035, 9040, 9045, 9050, 9055, 9060, 9065, 9070, 9075, 9080, 9085, 9090, 9095, 9100, 9105, 9110, 9115, 9120, 9125, 9130, 9135, 9140, 9145, 9150, 9155, 9160, 9165, 9170, 9175, 9180, 9185, 9190, 9195, 9200, 9205, 9210, 9215, 9220, 9225, 9230, 9235, 9240, 9245, 9250, 9255, 9260, 9265, 9270, 9275, 9280, 9285, 9290, 9295, 9300, 9305, 9310, 9315, 9320, 9325, 9330, 9335, 9340, 9345, 9350, 9355, 9360, 9365, 9370, 9375, 9380, 9385, 9390, 9395, 9400, 9405, 9410, 9415, 9420, 9425, 9430, 9435, 9440, 9445, 9450, 9455, 9460, 9465, 9470, 9475, 9480, 9485, 9490, 9495, 9500, 9505, 9510, 9515, 9520, 9525, 9530, 9535, 9540, 9545, 9550, 9555, 9560, 9565, 9570, 9575, 9580, 9585, 9590, 9595, 9600, 9605, 9610, 9615, 9620, 9625, 9630, 9635, 9640, 9645, 9650, 9655, 9660, 9665, 9670, 9675, 9680, 9685, 9690, 9695, 9700, 9705, 9710, 9715, 9720, 9725, 9730, 9735, 9740, 9745, 9750, 9755, 9760, 9765, 9770, 9775, 9780, 9785, 9790, 9795, 9800, 9805, 9810, 9815, 9820, 9825, 9830, 9835, 9840, 9845, 9850, 9855, 9860, 9865, 9870, 9875, 9880, 9885, 9890, 9895, 9900, 9905, 9910, 9915, 9920, 9925, 9930, 9935, 9940, 9945, 9950, 9955, 9960, 9965, 9970, 9975, 9980, 9985, 9990, 9995, 10000, 10005, 10010, 10015, 10020, 10025, 10030, 10035, 10040, 10045, 10050, 10055, 10060, 10065, 10070, 10075, 10080, 10085, 10090, 10095, 10100, 10105, 10110, 10115, 10120, 10125, 10130, 10135, 10140, 10145, 10150, 10155, 10160, 10165, 10170, 10175, 10180, 10185, 10190, 10195, 10200, 10205, 10210, 10215, 10220, 10225, 10230, 10235, 10240

Plan A-Park Site with Bathroom;
Structure;



1. An example of a local park site with bathroom (suggested by M H) is at the Sky Ranch Dog Park.

- This bath room is of a concrete tilt up design, including the roof. This is built by a specialty concrete subcontractor. The benefits are it can be built expeditiously. This structure may reflect the City of Imperials expectations.
- I believe Eddie Yopez was the Superintendent for McMillan at the time of construction...I will follow up to see if we can determine the subcontractor involved.
- Irrespective of type of construction we will require the established process.
 - Budget
 - Secure consultant / subcontractor with design.
 - Submit to the City.
 - Review
 - Pay fees.

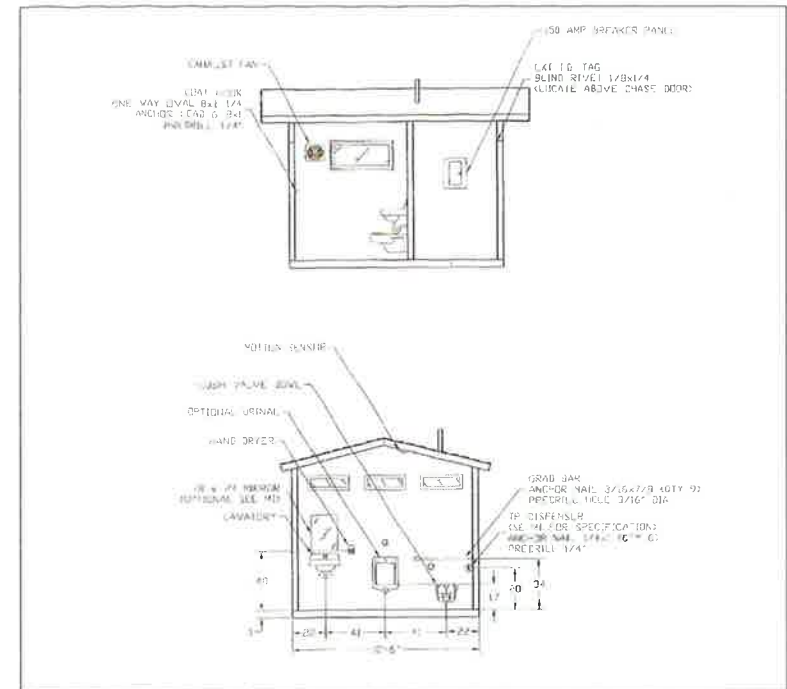
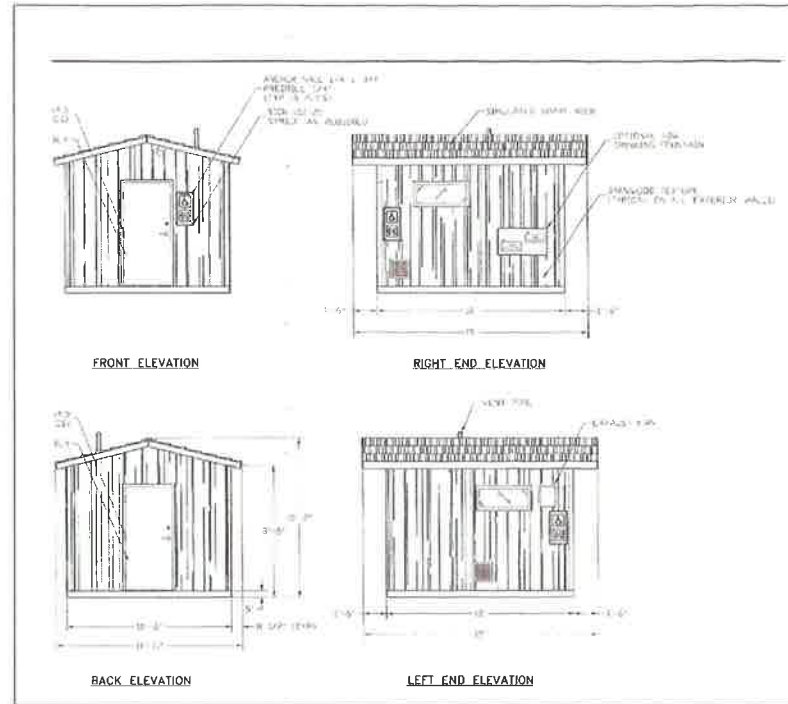
2. Site Plan Options
- Design Build
 - This plan is the least costly by far...but we will need the City to approve this process.
 - Retain Landscape Arch

Plan B-Park site No Bathroom

- Without the structure we may be able to secure approval from the City to just do a design build site.
 - Least expensive by far
 - Landscape subcontractor could implement entire process

Plan A & B Lighting

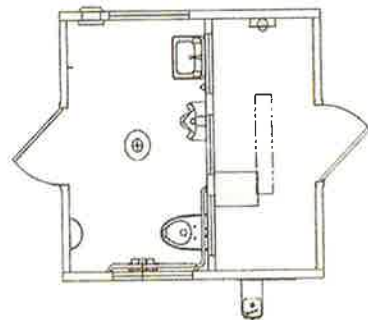
- Plans show a light at Lot 76...it is conceivable we could install a double headed mast as any lighting requirement,



4/29/2016

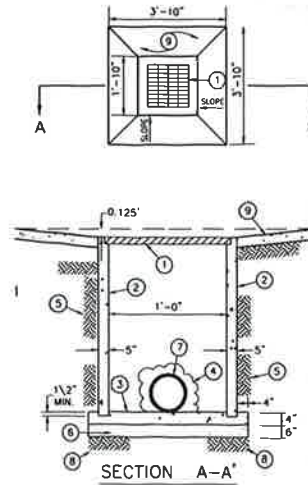
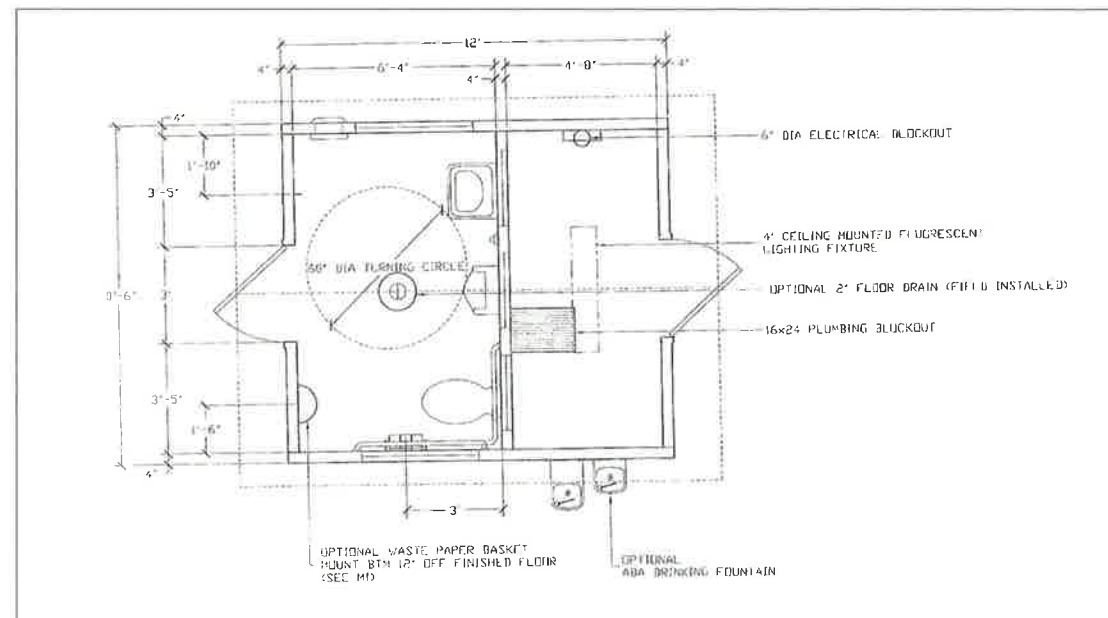
CXT Conceal Buildings - Arapahoe

Interior with Stainless Steel Fixtures



Standard Interior Layout

- 1 Single user restroom
- 150 mph wind load, 250 pounds per square foot snow load
- Group 1 seismic design category E earthquakes
- Pre-pumbed/pre-wired, meets all 50 states building codes
- Vandal resistant
- Customizable



CONSTRUCTION NOTES:

- INSTALL A 14-7/8\"/>
- INSTALL 12\"/>
- INSTALL MINIMUM 4\"/>
- GROUT THE ANNULAR AREA BETWEEN THE PIPELINE AND THE KNOCK OUT CIRCUMFERENCE FLUSH WITH THE EXTERIOR AND INTERIOR PRE-CAST WALL SURFACE.
- BACKFILL WITH NATIVE MATERIAL COMPACTED TO 90 PERCENT OF MAXIMUM DENSITY PER ASTM D-1557.
- PLACE A MINIMUM OF 6 INCHES OF COMPACTED GRANULAR MATERIAL.
- INSTALL 6\"/>
- NATIVE MATERIAL COMPACTED TO 87% ± 2%
- INSTALL 1.5\"/>

SIDE YARD CATCH BASIN
INLET/OUTLET DETAIL

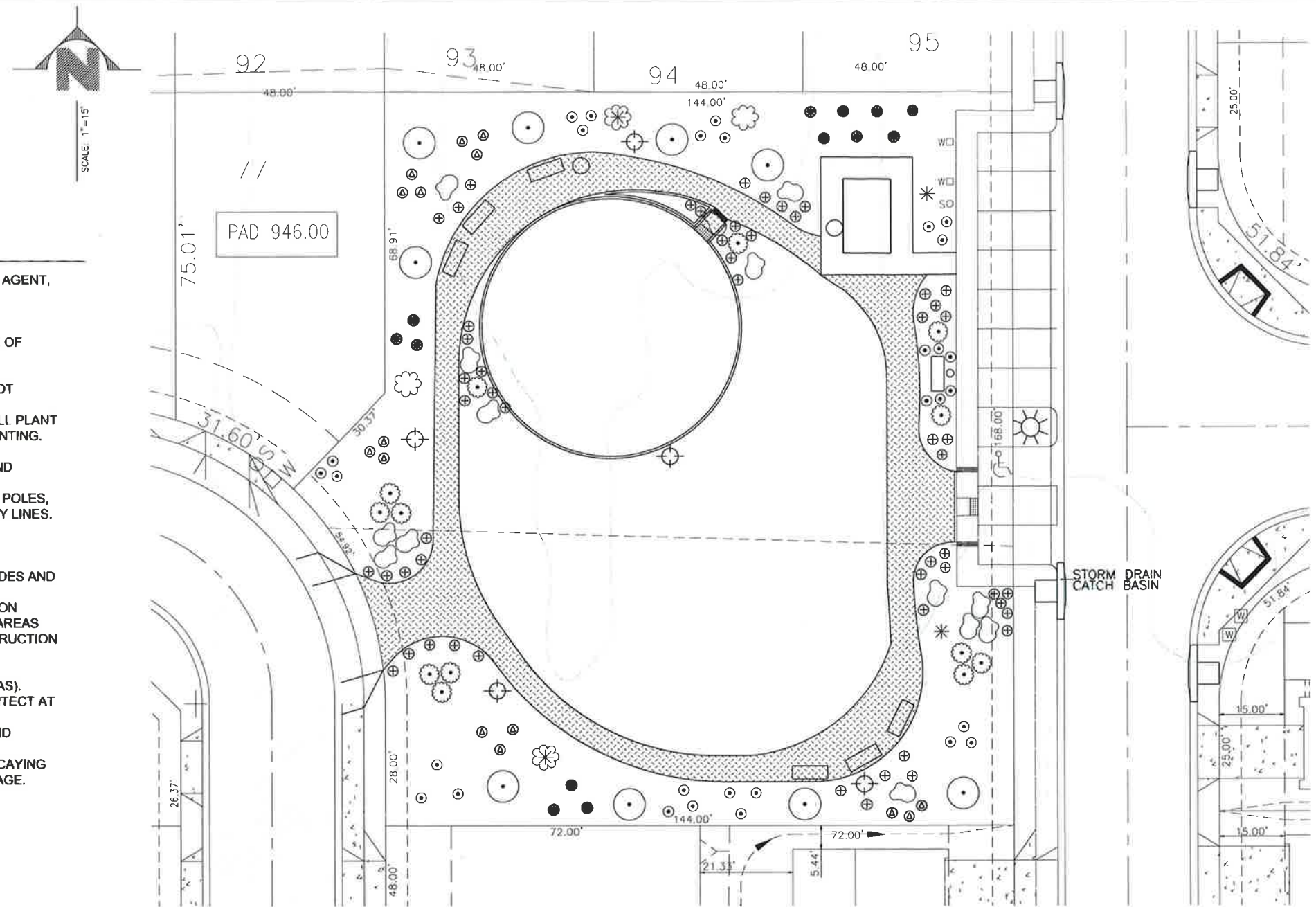
NO SCALE

STATEMENT

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN; AND THE SIGNATURE OF A LICENSED LANDSCAPE ARCHITECT, CERTIFIED IRRIGATION DESIGNER, LICENSED LANDSCAPE CONTRACTOR, OR ANY OTHER PERSON AUTHORIZED TO DESIGN AN IRRIGATION SYSTEM (SEE SECTIONS 5500.1, 5615, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 70215 OF THE BUSINESS AND PROFESSIONS CODE, SECTION 832.27 OF TITLE 16 OF THE CALIFORNIA CODE OF REGULATIONS, AND SECTION 6721 OF FOOD AGRICULTURAL CODE.)

No.	DESCRIPTION	BY	DATE	SEAL	FOR PLAN CHECK AND CONSIDERED PRELIMINARY UNTIL APPROVED BY:	SEAL	PREPARED UNDER THE DIRECTION OF:	BENCH MARK	RESTROOM DETAILS	SHEET
									CAMBRIA PARK VICTORIA RANCH (4A) LANDSCAPE PLANS	L-4
									IMPERIAL, CA.	
									VICTORIA RANCH HOMES, INC.	

- 1) ALL LANDSCAPING AND IRRIGATION TO BE INSTALLED BY OWNER OR OWNERS AGENT, IN ACCORDANCE WITH ALL STATE AND LOCAL CODES AND REGULATIONS.
- 2) ALL LANDSCAPING SHALL BE MAINTAINED BY OWNER OR OWNERS AGENT.
- 3) ALL PLANTING SHALL BE CONTAINED WITHIN PROPERTY LINES OF THE LOT.
- 4) IRRIGATION AND PLANTING SHALL BE INSTALLED TO PROMOTE EFFICIENT USE OF WATER.
- 5) ALL STREET TREES AND ANY TREE WITHIN 8' FT. OF WALLS, HARDSCAPE, OR BUILDINGS SHALL BE INSTALLED WITH CITY APPROVED LINEAR 'BIO BARRIER' ROOT CONTROL BARRIERS.
- 6) ALL PLANTING LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ALL PLANT LOCATIONS WITH THE OWNER OR THE OWNERS REPRESENTATIVE PRIOR TO PLANTING.
- 7) ALL TREES SHALL BE DOUBLE STAKED PER LOCAL CODES.
- 8) REFER TO LANDSCAPE CONSTRUCTION DRAWINGS FOR PLANTING DETAILS AND SPECIFICATIONS.
- 9) TREE PLACEMENT MINIMUMS SHALL BE: 10' FROM LIGHT STANDARDS, POWER POLES, AND DRIVE APPROACHES AND 5' FROM FIRE HYDRANTS, UTILITIES AND PROPERTY LINES. NO TREES ALLOWED IN SWALES.
- 10) ALL 2:1 SLOPES SHALL BE PLANTED AND IRRIGATED PER CITY CODES AND REGULATIONS.
- 11) ALL IRRIGATION SYSTEMS SHALL BE INSTALLED PER ALL STATE AND CITY CODES AND REGULATIONS.
- 12) ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN AUTOMATIC IRRIGATION SYSTEM THAT PROVIDES FULL COVERAGE OF ALL LANDSCAPING WHERE PLANT AREAS ARE VALVED ACCORDING TO THEIR HYDROZONE. REFER TO LANDSCAPE CONSTRUCTION DRAWING SET FOR IRRIGATION DETAILS AND SPECIFICATIONS.
- 13) ALL SHRUB PLANTER AREAS SHALL RECEIVE A 3" LAYER OF DOUBLE GRIND MEDIUM BARK MULCH THROUGHOUT (NO BARK MULCH IN DRAINAGE SWALE AREAS). CONTRACTOR TO PROVIDE A SAMPLE OF MULCH TO THE CITY LANDSCAPE ARCHITECT AT THE PRE-JOB MEETING.
- 14) ALL LANDSCAPED AREAS SHALL BE KEPT FREE FROM WEEDS AND DEBRIS AND MAINTAINED IN A HEALTHY, GROWING CONDITION AND SHALL RECEIVE REGULAR PRUNING, FERTILIZING, AND TRIMMING. ANY DAMAGED, DEAD, DISEASED, OR DECAYING PLANT MATERIAL SHALL BE REPLACED WITHIN 30 DAYS FROM THE DATE OF DAMAGE.



	Boulders Assorted Size	
	Mexican Fan Palm 8'	BTF
	Dalbergia sissoo (Rosewood)	15 Gal.
	Lantana, New Gold	5 Gal.
	"La Jolla" Bougainvillea	5 Gal.
	Texas Ranger (Green Cloud <i>Leucophyllum frutescens</i>)	5 Gal.
	Red Yucca (<i>Hesperaloe parviflora</i>)	5 Gal.
	PALO BREA	2 PIECES
	PALO VERDE	2 PIECES
	MEZQUITE	2 PIECES

STATEMENT

"I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM AS A REQUIREMENT FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION SYSTEM PLANT, AND THE SIGNATURE OF A LICENSED LANDSCAPE ARCHITECT, CERTIFIED IRRIGATION DESIGNER, LICENSED LANDSCAPE CONSTRUCTION, OR ANY OTHER PERSON AUTHORIZED TO DESIGN AN IRRIGATION SYSTEM (SEE SECTIONS 5500.1, 5615, 5641.1, 5641.2, 5641.3, 5641.5, 5641.6, 6701, 7027.5 OF THE BUSINESS AND PROFESSIONS CODE, SECTION 8322.27 OF TITLE 16 OF THE CALIFORNIA CODE OF REGULATIONS, AND SECTION 672.27 OF FOOD AGRICULTURE CODE.)"

No.	DESCRIPTION	BY	DATE	SEAL	FOR PLAN CHECK AND CONSIDERED PRELIMINARY UNTIL APPROVED BY:	PREPARED UNDER THE DIRECTION OF:	BENCH MARK	SHEET
						R.C.E. No.	BM # 1 COUNTY BENCHMARK NO. 69 ELEVATION = 946.50	L-5
					DATE	DATE	EXP. DATE	D.P.
								PLANTING PLAN
								CAMBRIA PARK VICTORIA RANCH (4A) LANDSCAPE PLANS
								IMPERIAL, CALIFORNIA
								VICTORIA RANCH HOMES, INC.
								DATE 03/06/17 D.C.
								SCALE 1"=40'-0"
								15008-02PGF 15008-02

\\Projects (Active)\\16008-01 (Jim Lessley - Cambria 76 Lets)\\16008-02 PARK\\DWC\\16008-02Landscape-4A-Park.dwg 03/05/2017 12:02

POINT OF CONNECTION
MAKE IRRIGATION POINT OF CONNECTION INTO EXISTING MAIN LINE AFTER CONNECTION TO EXISTING SERVICE LINE TO SITE. VERIFY EXACT LOCATIONS IN THE FIELD AND ADJUST AS NECESSARY. MAXIMUM DEMAND IS 24 GPM. STATIC PRESSURE AT METER IS 4-75 PSI (INFORMATION IS ASSUMED SINCE PROJECT IS NOT YET BUILT). CONTRACTOR SHALL VERIFY STATIC PRESSURE AT P.O.C. AT THE PRE-JOB MEETING WITH THE CITY. CONTRACTOR SHALL NOT PROCEED WITH ANY IRRIGATION INSTALLATION WORK UNTIL ANY AND ALL WATER SUPPLY AND PRESSURE ISSUES HAVE BEEN RESOLVED.

CONTROLLER
INSTALL IRRIGATION CONTROLLER ON PEDESTAL ON THE LOCATION SHOWN ON THE PLANS. FINAL CONTROLLER LOCATION TO BE APPROVED IN THE FIELD BY THE CITY OR ITS REPRESENTATIVE. THE IRRIGATION CONTRACTOR SHALL COORDINATE 120V AC POWER TO THE FINAL CONTROLLER LOCATION WITH GENERAL CONTRACTOR AND/OR ELECTRICAL CONTRACTOR AS NECESSARY, AND PAY ALL ASSOCIATED COSTS. THE IRRIGATION CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS PER LOCAL CODES. MOUNT, GROUND, AND WIRE ALL THE CONTROL EQUIPMENT PER THE MANUFACTURER'S DIRECTIONS. THESE PLANS, AND PER ALL LOCAL CODES. INSTALL ET SENSOR WITH CONTROLLER PER MANUFACTURER'S DIRECTIONS.

SLEEVING
MAINLINE AND VALVES SHOWN OUTSIDE OF PLANTED AREAS FOR CLARITY ONLY. INSTALL ALL IRRIGATION EQUIPMENT IN ADJACENT PLANTED AREAS EXCEPT WHERE SLEEVING IS SHOWN ON THE PLANS. ALL PIPES AND WIRES THAT MUST RUN UNDER HARDSCAPE TO BE SLEEVED IN SCH 40 PVC SLEEVES ACCORDING TO THE SLEEVING CHART.

DRIP LINE SYSTEMS
SHRUB AREAS AS SHOWN SHALL BE IRRIGATED WITH DRIP LINE IRRIGATION. INSTALL ALL DRIP LINE SYSTEMS PER THE MANUFACTURER'S DIRECTIONS AND RECOMMENDATIONS. CONTRACTORS NOT FAMILIAR WITH DRIP LINE SYSTEM INSTALLATION SHALL CONTACT THE MANUFACTURER'S REPRESENTATIVE PRIOR TO START OF WORK FOR ON-SITE PRODUCT AND INSTALLATION TRAINING.

POINT OF CONNECTION INFORMATION
WATER TYPE - POTABLE
BACKFLOW PREVENTER SIZE - 1"
NUMBER OF VALVES - 15
ET SENSOR - 'CLIMATE LOGIC'
AREA SHRUBS - 8,477 SQ. FT.
AREA TURF - 17,044 SQ. FT.
TOTAL AREA IRRIGATED - 13,400 SQ. FT.

METER SIZE - 1"
PRESSURE REGULATOR - N/A
MAXIMUM DEMAND 24 GPM
CONTROLLER SIZE - 18 STATION
STATIC PRESSURE AT METER - 75 PSI

STATION #
FLOW (GPM) VALVE SIZE

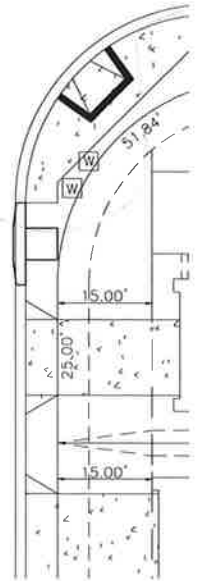
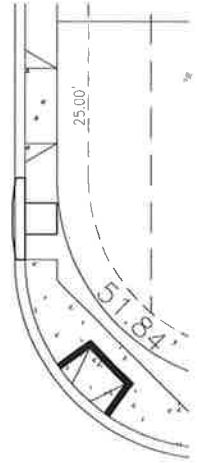
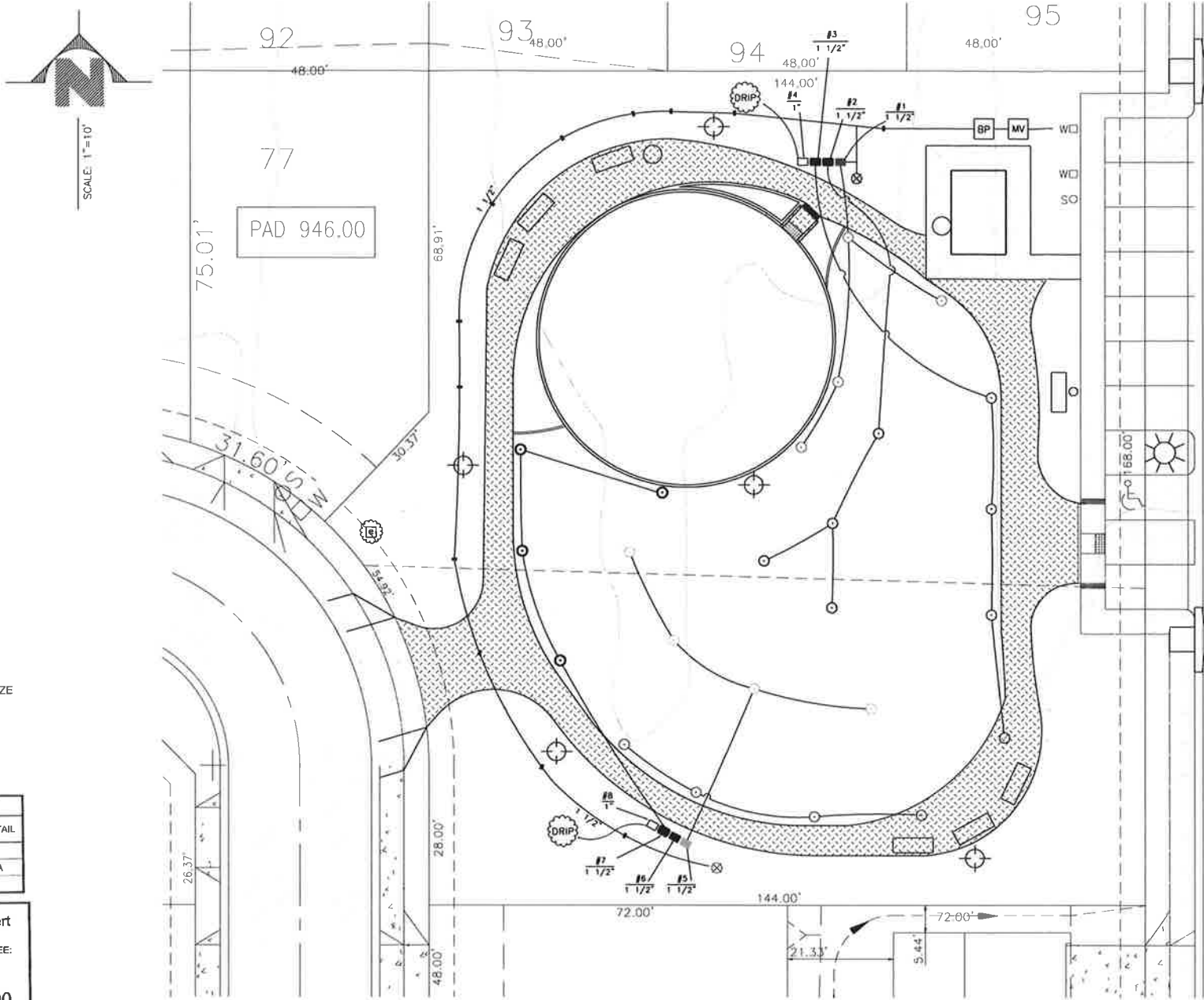
SPRINKLER LEGEND

SPRINKLER LEGEND												
SYMBOL	MANUFACTURER / MODEL NUMBER	NOZZLE	RAD	PSI	FLOW - GPM							DETAIL
					Q	T	H	TT	TQ	F		
TURF ROTORS												
6 8 8	HUNTER / PGM ROTORS	Q/T/H/F	33'	30	1.54	1.96	3.04			5.99		A

PIPE SIZING

PIPE SIZE	SCH 40 PVC SLEEVING CHART
3/4" PIPE	1 1/4" SLEEVE 1-8 WIRES 1/2" PIPE
1" PIPE	1 1/2" SLEEVE 9-16 WIRES 3/4" PIPE
1 1/4" PIPE	2" SLEEVE 17-28 WIRES 1" PIPE
1 1/2" PIPE	2 1/2" SLEEVE 27-38 WIRES 1 1/4" PIPE
2" PIPE	3" SLEEVE 39-54 WIRES 1 1/2" PIPE
2 1/2" PIPE	4" SLEEVE 55-100 WIRES 2" PIPE
3" PIPE	6" SLEEVE 100+ WIRES 3" PIPE
4" PIPE	8" SLEEVE N/A 4" PIPE
6" PIPE	12" SLEEVE N/A 6" PIPE
8" PIPE	

Underground Service Alert



STATEMENT

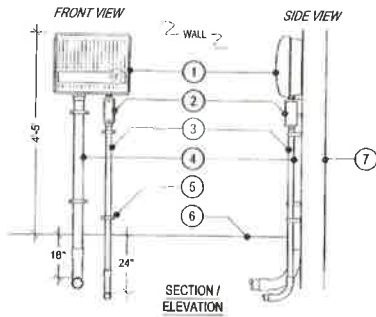
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								CAMBRIA PARK VICTORIA RANCH (4A) LANDSCAPE PLANS	L-6
								IMPERIAL, CALIFORNIA	
								VICTORIA RANCH HOMES, INC.	



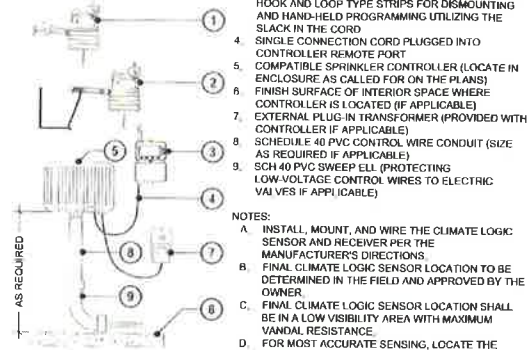
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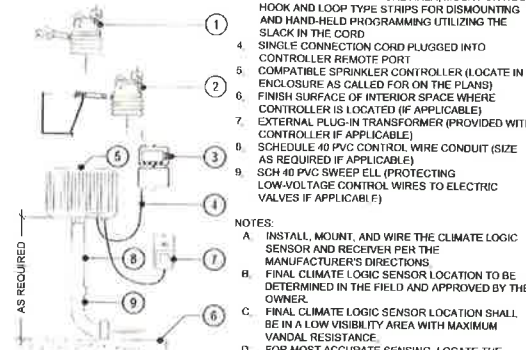
1. AUTOMATIC CONTROLLER PER LEGEND - MOUNT TO WALL PER MANUFACTURER'S DIRECTIONS
2. ELECTRICAL JUNCTION BOX FOR 115V AC POWER CONNECTION
3. 1/2" CONDUIT WITH 115V AC POWER WIRES TO POWER SOURCE
4. SCH 40 PVC CONDUIT FOR CONTROL WIRES
5. SECURE ALL CONDUITS TO WALL WITH "C" CLAMP IN A MINIMUM OF TWO PLACES (TYP)
6. FINISH GRADE
7. WALL

L CONTROLLER



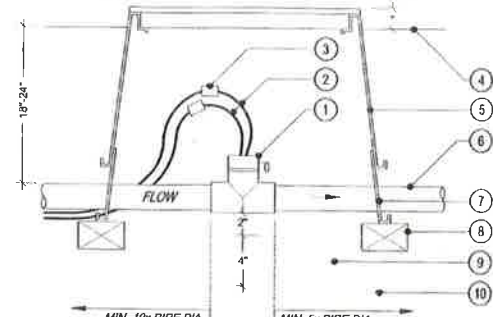
- NOTES:
- A. INSTALL, MOUNT, AND WIRE THE CLIMATE LOGIC SENSOR AND RECEIVER PER THE MANUFACTURER'S DIRECTIONS.
 - B. FINAL CLIMATE LOGIC SENSOR LOCATION TO BE DETERMINED IN THE FIELD AND APPROVED BY THE OWNER.
 - C. FINAL CLIMATE LOGIC SENSOR LOCATION SHALL BE IN A LOW VISIBILITY AREA WITH MAXIMUM VANDAL RESISTANCE.
 - D. FOR MOST ACCURATE SENSING, LOCATE THE SENSOR SO THAT IT IS EXPOSED TO SUN AS MUCH AS POSSIBLE. REFER TO THE OWNER'S GUIDE FOR FURTHER MOUNTING LOCATION DIRECTIONS.
 - E. THE CLIMATE LOGIC SENSOR HAS AN INTEGRATED BRACKET FOR MOUNTING. USE ANY COMBINATION OF ADAPTERS / FITTINGS AS MAY BE REQUIRED TO MOUNT IN THE SPECIFIC LOCATION FOR THIS SITE.

M ET SENSOR



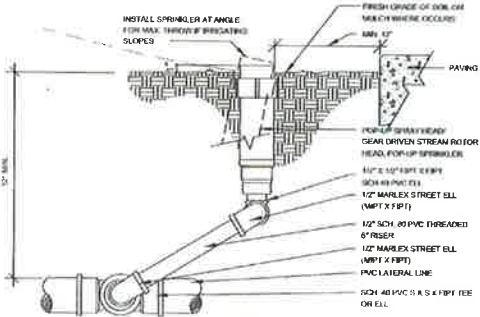
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 - E. THE CLIMATE LOGIC SENSOR HAS AN INTEGRATED BRACKET FOR MOUNTING. USE ANY COMBINATION OF ADAPTERS / FITTINGS AS MAY BE REQUIRED TO MOUNT IN THE SPECIFIC LOCATION FOR THIS SITE.

M ET SENSOR



1. FLOW SENSOR PER IRRIGATION LEGEND
2. #14 UF WIRES TO CONTROLLER (COLOR CODE DIFFERENTLY THAN COMMON WIRE, CONTROL WIRES, AND MASTER VALVE WIRES)
3. WATERPROOF WIRE CONNECTORS (2 REQUIRED)
4. FINISH GRADE
5. RECTANGULAR PLASTIC VALVE BOX WITH LOCKING LID (NDS #314BCB) HEAT BRAND "FS" ON LID IN 2" HIGH BLOCK LETTERS
6. MAINLINE PIPING PER IRRIGATION LEGEND (SENSOR SIZE)
7. RECTANGULAR PLASTIC VALVE BOX EXTENSION (NDS #214-6)
8. COMMON BRICK SUPPORTS (4 REQUIRED)
9. FILL BASE OF BOX WITH PEA GRAVEL
10. NATIVE SOIL

O FLOW SENSOR



- NOTE:
1. CONTRACTOR SHALL BRUSH ALL PHOTOGRAPH VALVES AS REQUIRED. TO PREVENT LOW HEAD DRAINAGE.
 2. RETAIL SPRINKLER HEADS MINIMUM 6" FROM SIDEWALK, CURBS AND PARKING LOT.
 3. USE 3/4" FITTINGS AND PIPING WHEN SPRINKLER INLET IS 3/4".

P POP-UP SPRINKLER

AB-1881 CALCULATIONS - MAXIMUM APPLIED WATER ALLOWANCE	
MAWA = Maximum Applied Water Allowance (GAL/HR)	
MAWA = (ET _{ref} × 4.5) × (A _{total} × 1.1) × (E _{eff} × 0.9)	
ET _{ref} = Reference Evapotranspiration (inches per year)	71.6
E _{eff} = Conversion Factor (to gallons per square foot)	0.62
A _{total} = ET Adjustment Factor (10% of Reference ET)	0.70
A _{total} = Total Landscape Area (square feet)	25,521
SLA = Special Landscape Area	0
TOTAL MAWA	793,958

AB-1881 CALCULATIONS - ESTIMATED APPLIED WATER USE				
EAWU = Estimated Applied Water Use by Hydrozone (GAL/HR)				
$EAWU = (ET_{ref} \times 4.5) \times (PF) \times (HA) \times (IE) \times (SLA)$				
ET _{ref} =	Reference ET (inches per year)			71.6
E _{eff} =	Conversion Factor (to gallons per square foot)			0.62
PF =	Plant Factor (Kc)			Hydrozone Specific
HA =	Hydrozone Area			Hydrozone Specific
IE =	Irrigation Efficiency			Hydrozone Specific
SLA =	Special Landscape Area			0
Hydrozone	PF	HA	IE	(PF) x (HA) x (IE)
Full (Irrig. Areas)	0.8	17,044	0.90	11,362.67
Shrub / Trees (Drip Line)	0.2	8,477	0.90	1,883.70
	TOTAL EAWU	25,521	Total	13,246.37
$EAWU = (ET_{ref} \times 4.5) \times (TOTAL\ SUM\ OF\ PF \times HA) \times IE$				
		TOTAL EAWU		586,037

S AB-1881 WATER BUDGET CALCS

IRRIGATION MAINTENANCE SCHEDULE

THE IRRIGATION MAINTENANCE SCHEDULE TASKS LISTED BELOW ARE INTENDED AS MINIMUM STANDARDS AND MORE FREQUENT ATTENTION MAY BE REQUIRED DEPENDING ON THE PARTICULAR SITE CONDITIONS.

FREQUENCY	MAINTENANCE TASK
QUARTERLY	CONTROLLER CABINET - OPEN CABINET AND CLEAN OUT DEBRIS AND REPLACE BATTERY AS NECESSARY. CHECK WIRING AND REPAIR AS NEEDED AND CHECK CLOCK AND RESET IF NECESSARY.
MONTHLY	IRRIGATION SCHEDULE - ADJUST SCHEDULE FOR SEASONAL VARIATIONS AND OTHER CONDITIONS WHICH MAY AFFECT THE AMOUNT OF WATER NEEDED TO MAINTAIN PLANT HEALTH. ADJUST AS NECESSARY.
QUARTERLY	POC - VISUALLY INSPECT COMPONENTS FOR LEAKS, PRESSURE SETTINGS, SETTLEMENT OR OTHER DAMAGE AFFECTING THE OPERATION OF A COMPONENT. REPAIR AS NEEDED.
QUARTERLY	REMOTE CONTROL VALVES, ISOLATION VALVES AND QUICK COUPLER VALVES - VISUALLY INSPECT FOR LEAKS, SETTLEMENT, WIRE CONNECTIONS AND PRESSURE SETTINGS. REPAIR OR ADJUST AS NEEDED.
QUARTERLY	MAINLINE AND LATERALS - VISUALLY INSPECT FOR LEAKS OR SETTLEMENT OF TRENCHES. REPAIR AS NEEDED.
WEEKLY	DRIP TUBING - VISUALLY CHECK EACH SYSTEM'S DRIP TUBING OPERATION INDICATOR WHILE SYSTEM IS IN OPERATION. REPAIR DRIP LINE AS NEEDED.
MONTHLY	FILTERS AND STRAINERS - VISUALLY CHECK FOR LEAKS, BROKEN FITTINGS, CLEAN AND FLUSH SCREENS.

IRRIGATION AUDIT SCHEDULE

THE CONTRACTOR WILL CONDUCT AN IRRIGATION AUDIT USING A QUALIFIED IRRIGATION AUDITOR AFTER THE FINAL FIELD OBSERVATION HAS BEEN COMPLETED AND ALL IRRIGATION COMPONENTS ARE INSTALLED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, AND THE IRRIGATION SYSTEM IS ACCEPTED BY THE PROJECT ARCHITECT FOR MAINTENANCE. AUDITS SHALL BE PERFORMED EVERY 5 YEARS AT A MINIMUM OR AS NEEDED.

THE IRRIGATION AUDIT WILL BE CONDUCTED IN ACCORDANCE WITH THE FOLLOWING GUIDELINES:

1. FOLLOW THE "IRRIGATION ASSOCIATION" AUDIT PROTOCOL OR EQUAL.
2. PLACE FLAGS AT EACH HEAD IN THE ZONE.
3. DETERMINE A REPRESENTATIVE GRID FOR MEASURING CUP PLACEMENT.
4. PLACE WATER MEASURING RECEPTACLES.
5. TAKE READINGS OF WATER LEVEL IN RECEPTACLES AND RECORD RESULTS.
6. CALCULATE THE IRRIGATION EFFICIENCY.
7. MEASURE HEAD PRESSURE IN EACH ZONE AND RECORD RESULTS.
8. AFTER COMPLETING ZONE, ADVANCE TO NEXT ZONE AND REPEAT PROCEDURE.
9. SUBMIT THE RESULTS OF THE AUDIT TO THE PROJECT ARCHITECT.

T IRRIGATION MAINTENANCE SCHEDULE

PRESSURE LOSS CALCULATIONS		
STATION # 24 GPM		
MAXIMUM FLOW / FARTHEST FROM POC		
EQUIPMENT	SIZE	LOSS
Service Line - Copper (50' Estimate)	1"	2.9
Water Meter	1"	3.4
Backflow Preventer (R/P Type)	1"	13.0
Master Control Valve	1"	4.2
Flow Sensor	1/2"	1.0
Sch 40 PVC Mainline 283'	1 1/2"	1.51
Sch 40 PVC Mainline Loop	1 1/4"	-
Electric Control Valve	1 1/2"	3.7
Lateral Lines (10% Pressure Dk. Max.)	Misc.	2.97
SUBTOTAL PRESSURE LOSSES		32.68
MISC. LOSSES THROUGH SYSTEM	10%	3.27
Elevation Gain In Feet (Pressure Loss)	0	0.0
TOTAL PRESSURE LOSSES		35.95
Pressure Required at Valve		30.0
TOTAL PRESSURE REQUIRED		65.95
Static Pressure at POC		75
RESIDUAL PRESSURE		9.1 (12%)

Q PRESSURE LOSS CALCS

IRRIGATION CONTROLLER SCHEDULE GUIDELINE - PLANT ESTABLISHMENT PERIOD												
NOTE: IRRIGATION SCHEDULE IS FOR REFERENCE ONLY. ALWAYS APPLY THE APPROPRIATE AMOUNT OF WATER FOR PROPER PLANT HEALTH. ADJUST SCHEDULE AS NECESSARY BASED ON THE ACTUAL SITE CONDITIONS, DRAIN RUN TIMES AND CYCLES AS REFERRED TO IN THE HANDBOOK. ADJUST THE SCHEDULE AT LEAST ONCE PER MONTH TO REFLECT SEASONAL CHANGES.												
HYDROZONE	HYDROZONE ATTRIBUTES	HYDROZONE SCHEDULE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
SHRUB/TREE	PRECIPITATION RATE (in/hr)	0.42	2.2	2.7	3.7	4.5	4.8	5.4	6.2	6.1	4.7	3.7
DRIP LINE	PLANT FACTOR (Kc)	0.50	24.9	28.8	26.7	25.5	26.1	26.8	25.9	26.3	26.8	26.7
2"-4" ROOTS	SPRINKLER EFFICIENCY	0.90	1	1	1	1	1	1	1	1	1	1
LOW		MINUTES PER CYCLE	24.9	28.8	26.7	25.5	26.1	26.8	25.9	26.3	26.8	26.7

IRRIGATION CONTROLLER SCHEDULE GUIDELINE - ESTABLISHED PLANTS												
NOTE: IRRIGATION SCHEDULE IS FOR REFERENCE ONLY. ALWAYS APPLY THE APPROPRIATE AMOUNT OF WATER FOR PROPER PLANT HEALTH. ADJUST SCHEDULE AS NECESSARY BASED ON THE ACTUAL SITE CONDITIONS, DRAIN RUN TIMES AND CYCLES AS REFERRED TO IN THE HANDBOOK. ADJUST THE SCHEDULE AT LEAST ONCE PER MONTH TO REFLECT SEASONAL CHANGES.												
HYDROZONE	HYDROZONE ATTRIBUTES	HYDROZONE SCHEDULE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
SHRUB/TREE	PRECIPITATION RATE (in/hr)	0.42	2.2	2.7	3.7	4.5	4.8	5.4	6.2	6.1	4.7	3.7
DRIP LINE	PLANT FACTOR (Kc)	0.50	58.2	71.4	73.4	71.4	73.0	71.4	70.3	74.6	73.4	68.1
6"-24" ROOTS	SPRINKLER EFFICIENCY	0.90	2	2	2	2	2	2	2	2	2	2
LOW		MINUTES PER CYCLE	29.1	35.7	36.7	35.7	36.5	35.7	35.1	40.3	37.3	36.7

IRRIGATION SCHEDULE NOTES

IRRIGATION SCHEDULE IS BASED ON THE HYDROZONE DATA LISTED IN THE CHART ABOVE. HISTORIC ET FOR IMPERIAL, ESTIMATED ROOT DEPTH, ESTIMATED SOIL TYPE, PLANT FACTOR FROM WUCOLS III, CALCULATED PRECIPITATION RATE, AND ESTIMATED IRRIGATION EFFICIENCY. THIS SCHEDULE WILL NEED TO BE FINE-TUNED AND ADJUSTED BASED ON ACTUAL SITE CONDITIONS. THE CONTROLLER FOR THIS PROJECT IS A "SMART" CONTROLLER USING THE IRRITROL "CLIMATE LOGIC" ET SENSOR. IT IS SUGGESTED THAT THE AUTOMATIC ET ADJUSTMENT FEATURE NOT BE USED UNTIL PLANTS HAVE DEVELOPED ESTABLISHED ROOT SYSTEMS.

R IRRIGATION CONTROLLER SCHEDULES

STATEMENT

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN, AND THE SIGNATURE OF A LICENSED LANDSCAPE ARCHITECT, CERTIFIED IRRIGATION DESIGNER, LICENSED LANDSCAPE CONTRACTOR, OR ANY OTHER PERSON AUTHORIZED TO DESIGN AN IRRIGATION SYSTEM (SEE SECTIONS 5500.1, 5615, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 OF THE BUSINESS AND PROFESSIONS CODE, SECTION 832.27 OF TITLE 16 OF THE CALIFORNIA CODE OF REGULATIONS, AND SECTION 6721 OF FOOD AGRICULTURAL CODE.)

No.	DESCRIPTION	BY	DATE	SEAL	FOR PLAN CHECK AND CONSIDERED PRELIMINARY UNTIL APPROVED BY:	SEAL	PREPARED UNDER THE DIRECTION OF:	BENCH MARK	IRRIGATION DETAILS	SHEET
									CAMBRIA PARK VICTORIA RANCH (4A) LANDSCAPE PLANS	L-8
									IMPERIAL, CA	
									VICTORIA RANCH HOMES, INC.	
									DATE: 03/05/17 BY: D.C.	
									FILE NO: 16008-02PGF JOB NUMBER: 16008-02	

- RRIGATION NOTES:
1. GENERAL - ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE CODES AND THESE PLANS. THE CONTRACTOR SHALL POSSES A C-27 LICENSE AND SHALL APPLY FOR ALL PERMITS AND PAY SAME.
- 1.A. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF ANY WORK UNDER THIS CONTRACT.
- 1.B. THE CONTRACTOR SHALL CARRY ALL WORKERS COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE, AS REQUIRED BY THE OWNER AND/OR GOVERNING AGENCY.
2. SCOPE OF WORK - UNLESS OTHERWISE SPECIFIED, THE CONSTRUCTION OF IRRIGATION SYSTEMS SHALL INCLUDE THE FURNISHING, INSTALLING AND TESTING OF ALL POINTS OF CONNECTION, BACKFLOW DEVICES, AND MAINLINE; AND THE FURNISHING AND INSTALLING OF CONTROLLERS, ELECTRIC CONTROL VALVES, OTHER SPECIFIED VALVES, LATERAL LINES, RISERS AND FITTINGS, SPRINKLER HEADS, AND DRIP LINES; AND EXCAVATION AND BACKFILL AND ALL OTHER WORK IN ACCORDANCE WITH THESE PLANS, DETAILS, AND NOTES. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL, EQUIPMENT PROPERTY, TRANSPORTATION, AND PERFORM ALL OPERATIONS REQUIRED FOR A COMPLETE AND OPERABLE IRRIGATION SYSTEM AS INDICATED ON, OR REASONABLY IMPLIED BY THE DRAWINGS, DETAILS, AND NOTES, INCLUDED AS A PART OF THE IRRIGATION WORK, BUT NOT LIMITED BY IT, ARE THE FOLLOWING
- 2A. INSTALL COMPLETE OPERABLE INDEPENDENT IRRIGATION SYSTEMS PER THE PLANS, DETAILS, LEGENDS, AND NOTES.
- 2.B. ALL IRRIGATION WORK SHALL BE GUARANTEED BY THE CONTRACTOR AS TO MATERIAL AND WORKMANSHIP, INCLUDING SETTLING OF BACKFILLED TRENCHES BELOW GRADE FOR A PERIOD OF ONE YEAR FOLLOWING THE DATE OF FINAL ACCEPTANCE OF THE WORK.
3. CHECK AND VERIFY ALL SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO ANY SITE WORK IF IT IS FOUND THAT THE SITE VARIES FROM THE DRAWINGS, NOTIFY THE VICTORIA HOMES. VICTORIA HOMES SHALL DECIDE ALL QUESTIONS RELATING TO THE INTERPRETATION OF THE DRAWINGS AND THE ACCEPTABLE FULFILLMENT OF THE CONTRACT.
4. COORDINATE ALL IRRIGATION WORK WITH PLANTING AND GRADING OPERATIONS TO AVOID ANY CONFLICT WITH PLANTING PITS, DRAINAGE, SWALES, ETC.
5. PIPING SHOWN ON THE PLANS IS ESSENTIALLY DIAGRAMMATIC. CONTRACTOR SHALL ROUTE PIPING TO AVOID CONFLICT WITH STATIONARY ELEMENTS AND IN SUCH A MANNER AS TO CONFORM WITH THE VARIOUS DETAILS AND DESIGN INTENT OF THESE PLANS. WHERE TREES, LIGHT STANDARDS, OR OTHER PHYSICAL OBSTRUCTIONS EXIST, THE PIPING AND SPRINKLER HEAD LOCATIONS SHALL BE ADJUSTED AND/OR RELOCATED AS NECESSARY TO OBTAIN FULL COVERAGE WITH MINIMAL OVERSPRAY.
6. THE CONTRACTOR SHALL AT ALL TIMES PROTECT HIS WORK FROM DAMAGE AND THEFT AND REPLACE ALL DAMAGED OR STOLEN PARTS AT HIS EXPENSE UNTIL THE WORK IS ACCEPTED IN WRITING BY THE OWNER AND/OR GOVERNING AGENCY.
7. EXTREME CARE SHALL BE EXERCISED IN EXCAVATING AND WORKING NEAR EXISTING UTILITIES. CONTRACTOR SHALL VERIFY THE LOCATION AND CONDITION OF ALL UTILITIES AND BE RESPONSIBLE FOR ANY DAMAGE. CONTRACTOR WILL CONTACT UNDERGROUND SERVICE ALERT A MINIMUM OF TWO WORKING DAYS PRIOR TO DIGGING. CALL TOLL FREE 811.
8. THE CONTRACTOR WILL KEEP THE PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS, AND RUBBISH INCIDENTAL TO HIS WORK.
9. THE IRRIGATION DESIGN IS BASED ON THE METER AND/OR POINT OF CONNECTION SIZE AND WATER PRESSURE INDICATED ON THE WATER SOURCE/POINT OF CONNECTION NOTE ON THE PLANS. CONTRACTOR SHALL VERIFY THE PRESSURE PRIOR TO CONSTRUCTION. SHOULD A DISCREPANCY EXIST, NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING CONSTRUCTION. DO NOT PROCEED WITH ANY IRRIGATION INSTALLATION WORK UNTIL ANY AND ALL WATER SUPPLY AND PRESSURE ISSUES HAVE BEEN RESOLVED.
10. CONTRACTOR SHALL MAKE POINT(S) OF CONNECTION (POC) AS NOTED ON THE PLANS. ALL FEES AND LOCAL REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
10. IRRIGATION CONTRACTOR SHALL COORDINATE 12W AC POWER TO FINAL CONTROLLER LOCATION WITH GENERAL CONTRACTOR AND ELECTRICAL CONTRACTOR AS NECESSARY. IRRIGATION CONTRACTOR SHALL PAY ALL ASSOCIATED FEES FOR ELECTRICAL SERVICE. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL FINAL CONTROLLER CONNECTIONS PER LOCAL WCO DECS.
11. CONTRACTOR SHALL PROVIDE ALL EQUIPMENT REQUIRED TO PERFORM A MAINLINE PRESSURE TEST. THE HYDROSTATIC TEST SHALL HOLD A MINIMUM OF 150 PSI FOR 3 HOURS OR MORE. CONTRACTOR SHALL CONTACT THE OWNERS REPRESENTATIVE A MINIMUM OF 48 HOURS IN ADVANCE OF THE TEST FOR CERTIFICATION.
12. CONTRACTOR SHALL THOROUGHLY FLUSH THE ENTIRE MAINLINE PRIOR TO INSTALLING REMOTE CONTROL VALVES. ALL LATERAL LINES SHALL BE COMPLETELY FLUSHED PRIOR TO INSTALLING HEADS AND NOZZLES. FOR DRIP SYSTEMS, ALL PIPING/TUBING DOWNSTREAM OF THE CONTROL VALVE SHALL BE THOROUGHLY FLUSHED PRIOR TO "CLOSING" SYSTEM (OR GRID SYSTEMS), OR BEFORE INSTALLING FLUSH VALVES.
13. ALL WIRES SHALL BE SOLID COPPER, PLASTIC INSULATED, U.F. DIRECT BURIAL WIRE. ALL COMMON WIRE SHALL BE AWG #14 WHITE; ALL CONTROL WIRES SHALL BE AWG #14 RED OR BLACK. CONTROLLERS SHALL HAVE SEPARATE COLOR CODED COMMON WIRES AND CONTROL WIRES WHEN TWO OR MORE CONTROLLERS ARE ON THE PROJECT.
14. ALL CONTROL WIRES AND IRRIGATION PIPING THAT RUNS UNDER HARDSCAPE/PAVING SHALL BE ENCASED IN PVC SLEEVES PER THE LEGEND. SLEEVES SHALL BE SIZED ACCORDING TO THE SLEEVING CHART ON THE PLANS. SLEEVES SHALL BE STRAIGHT RUNS OF PVC PIPE WITH NO FITTINGS INSTALLED UNDER HARDSCAPED AREAS. IF WIDTH OF HARDSCAPE EXCEEDS A FULL LENGTH OF PIPE, WE BELLED END CONNECTION OR COUPLER WITHIN SLEEVE, ENSURING SLEEVE IS LARGE ENOUGH FOR THE ADDED DIAMETER OF THE CONNECTION.
15. THE FINAL LOCATION FOR CONTROL VALVES AND QUICK COUPLERS SHALL BE APPROVED IN THE FIELD BY THE CONTRACTOR OR THE OWNER'S AUTHORIZED REPRESENTATIVE. ALL VALVES AND QUICK COUPLERS SHALL BE LOCATED IN SHRUB AREAS WHEREVER POSSIBLE.
16. THE CONTRACTOR SHALL HEAT BRAND VALVE NUMBERS, OR OTHER MARKINGS AS CALLED FOR IN THE IRRIGATION DETAILS ON INSIDE AND OUTSIDE OF ALL VALVE BOX LIDS.
17. ALL BRASS OR GALVANIZED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE OR APPROPRIATE PIPE JOINT COMPOUND. ALL PVC TO PVC THREADED CONNECTIONS SHALL BE COATED WITH EFLON TAPE. NO PIPE DOPE IS ALLOWED AT VALVE OR SPRINKLER HEAD CONNECTIONS. ANY PVC TO METAL CONNECTIONS SHALL BE MADE WITH A MALE THREADED PVC FITTING AND A FEMALE THREADED METAL FITTING.
18. ALL PVC SOLVENT-WELD CONNECTIONS SHALL BE MADE WITH SOLVENT-WELD MATERIALS AS RECOMMENDED BY THE PIPE MANUFACTURER. SOLVENT-WELD PRIMER SHALL BE APPLIED AT ALL CONNECTIONS.
19. LOW HEAD DRAINAGE WILL NOT BE ALLOWED. CONTRACTORS DETERMINE IN THE FIELD WHICH HEADS DRAIN AFTER THE VALVE IS SHUT OFF. CONTRACTORS SHALL PROVIDE AND INSTALL ADDITIONAL IN-LINE CHECK VALVES AS NEEDED AT NO ADDITIONAL COST TO THE OWNER.
20. ALL PRESSURE SUPPLY LINES AND CONTROL WIRES TO HAVE 18" MINIMUM COVER. ALL LATERAL LINES TO HAVE 12" MINIMUM COVER. FOR RECYCLED WATER SYSTEMS, PIPE DEPTH TO BE DETERMINED BY THE LOCAL GOVERNING AGENCY.
21. MAINLINE AND WIRE SLEEVING TO HAVE 24" MINIMUM COVER FROM TOP OF SLEEVE TO BOTTOM OF AGGREGATE BASE. MAINLINE AND WIRE SLEEVING UNDER ALL VEHICULAR ACCESS WAYS TO HAVE 36" MINIMUM COVER FROM TOP OF SLEEVE TO BOTTOM OF AGGREGATE BASE. LATERAL LINE SLEEVING TO HAVE 12" MINIMUM COVER FROM TOP OF SLEEVE TO BOTTOM OF AGGREGATE BASE. LATERAL LINE SLEEVING UNDER ALL VEHICULAR ACCESS WAYS TO HAVE 3W MINIMUM COVER FROM TOP OF SLEEVE TO BOTTOM OF AGGREGATE BASE. CONTRACTOR SHALL INSTALL SLEEVING UNDER ALL HARDSCAPE 36" WIDE OR GREATER. DUE TO GRAPHIC CLARITY, NOT ALL SLEEVES MAY BE SHOWN ON THE PLANS. CONTRACTOR SHALL INSTALL ALL SLEEVING PRIOR TO HARDSCAPE AND PAVING INSTALLATION.
22. THE DRIP LINE IS TO BE BURIED 2- TO 3" BELOW FINISH GRADE AND LAID OUT ACCORDING TO THE SPACINGS AS DEPICTED ON THE DRAWINGS. FINAL LAYOUT WILL BE IN ACCORDANCE WITH THE PLANT MATERIAL LAYOUT. IRRIGATION CONTRACTOR SHALL COORDINATE WITH LANDSCAPE CONTRACTOR, CONTRACTOR TO ENSURE THAT ALL DRIP EMITTERS ARE LOCATED ON THE 'HIGH' SIDE OF EACH PLANT IN SLOPE CONDITIONS OF 3% OR GREATER. ALL DRIP LINE IS TO BE COVERED WITH A 3" MINIMUM LAYER OF MULCH AS SPECIFIED ON THE LANDSCAPE PLANS.
23. FINE TUNE EACH CONTROL VALVE FOR OPTIMUM OPERATION. THIS SHALL BE DONE BY TURNING DOWN THE FLOW CONTROL OF THE VALVE UNTIL SYSTEM PERFORMANCE STARTS TO SUFFER. AT THAT POINT, OPEN UP VALVE FLOW CONTROL ABOUT ONE-HALF TURN OR UNTIL THE VALVE IS JUST OPEN ENOUGH FOR DESIRED OPERATION.
24. CONTRACTOR SHALL INSTALL 2 EXTRA WIRES FROM CONTROLLER(S) TO EACH END OF THE MAINLINE. WIRES SHALL COME UP INTO ALL VALVE BOXES ALONG THE MAINLINE PATH WITH 36" EXPANSION COILS IN EACH BOX. SPARE WIRES SHALL BE COLOR-CODED DIFFERENTLY THAN OTHER CONTROL WIRES FOR EACH CONTROLLER.
25. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR IS TO TURN OVER TO THE OWNER THE FOLLOWING:
- 25.A. A REPRODUCIBLE SET OF "AS-BUILT" DRAWINGS AND CONTROLLER CHART.
- 25.B. 2 KEYS FOR EACH CONTROLLER/CONTROLLER ENCLOSURE (AS APPLICABLE).
- 25.C. 2 QUICK COUPLER KEYS AND MATCHING HOSE SWIVELS.
- 25.D. 10 OF EACH DRIP EMITTER 1 FLUSH VALVE/DRIP WSEM APPARATUS SPECIFIED (AS APPLICABLE).
- 25.E. 100' OF EACH DRIP LINE TUBING SPECIFIED (AS APPLICABLE).
26. RECORD DRAWINGS - THE CONTRACTOR SHALL PROVIDE AND KEEP UP TO DATE A COMPLETE RECORD SET OF PRINTS WHICH SHALL BE CORRECTED DAILY AND SHOW EVERY CHANGE FROM THE ORIGINAL DRAWINGS. PRIOR TO FINAL INSPECTION, THE CONTRACTOR SHALL TRANSCRIBE ALL INFORMATION FROM THE RECORD SET TO A BLACK-LINE PRINT PROCURED FROM THE OWNER. ALL WORK SHALL BE NEAT AND LEGIBLE. LOCATING THE FOLLOWING ITEMS FROM PERMANENT POINTS OF REFERENCE: SHUT-OFF VALVES, MAINLINE AND CONTROL WIRE ROUTING, POC, BACKFLOW DEVICE, CONTROL VALVES, CONTROLLER, QUICK COUPLING VALVES, AND OTHER PERTINENT UNDERGROUND ITEMS.
27. "CONTROLLER CHART" - UPON APPROVAL OF THE FINAL RECORD DRAWINGS, PROVIDE ONE CHART FOR EACH CONTROLLER INSTALLED.
- 27.A. THE CHART IS TO BE A REDUCED COPY OF THE APPROVED RECORD DRAWING (A BLACK-LINE PRINT REDUCED TO THE MAXIMUM SIZE THE CONTROLLER DOOR WILL ALLOW, COLORED WITH A DIFFERENT COLOR FOR EACH VALVE STATION'S AREA OF COVERAGE).
- 27.B. WHEN COMPLETED AND APPROVED, THE CHART SHALL BE LAMINATED BETWEEN TWO (2) PIECES OF 20 MIL. CLEAR PLASTIC AND MOUNTED ON THE INSIDE OF THE CONTROLLER DOOR USING VELCRO TAPE OR EQUAL.
28. DRIP LINE IRRIGATION
- 28.A. DRIP LINE TUBING IS SHOWN ON THE PLANS IN THE SUGGESTED LAYOUT. CONTRACTOR SHALL ADJUST LAYOUT AS DETERMINED NECESSARY IN THE FIELD TO MATCH THE ACTUAL SITE CONDITIONS DIMENSIONS, ETC.
- 28.B. ALL DRIP LINE SYSTEMS SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS AND DIRECTIONS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO SOIL TYPE CONSIDERATION, PLANT TYPE CONSIDERATION, SLOPES, TYPICAL TUBING LAYOUT, SUPPLY HEADERS, FLUSH HEADERS, AIR-RELEASE VALVES, FLUSH VALVES, SOIL STAPLES, AND OPERATION INDICATORS, ETC.
- 28.C. EACH DRIP LINE SYSTEM SHALL HAVE A DRIP ZONE VALVE ASSEMBLY THAT INCLUDES A PRESSURE REGULATOR AND IN-LINE FILTER PER THE IRRIGATION LEGEND.
- 28.D. EXTEND PVC LATERAL LINE PIPING PER IRRIGATION LEGEND FROM THE DRIP ZONE VALVE INTO THE PLANTING AREAS. ALL SUPPLY HEADERS AND FLUSH HEADERS SHALL BE PVC PIPING OR DRIP LINE TUBING AS SPECIFIED ON THE DRAWINGS.
- 28.E. CONNECT THE DRIP LINE TUBING INTO THE PVC POLY TUBING HEADERS PER THE MANUFACTURER'S DIRECTIONS, USING FITTINGS AS SUPPLIED BY THE MANUFACTURER OF THE DRIP LINE TUBING.
- 28.F. DRIP LINE TUBING RUNS SHALL BE SPACED AT APPROXIMATELY 18" O.C. OR AS NOTED ON THE PLANS.
- 28.G. TUBING SHALL RUN GENERALLY PARALLEL TO THE LONG AXIS OF THE PLANTING AREAS. THE EXCEPTION TO THIS WOULD BE SLOPED AREAS WHERE THE TUBING WALL RUN PARALLEL TO THE SLOPE CONTOURS.
- 28.H. FLUSH VALVES SHALL BE INSTALLED AT THE TERMINAL ENDS AND/OR LOW POINTS OF ZONES IN ALL DIRECTIONS. AIR RELEASE VALVES, WHERE REQUIRED FOR BURIED SYSTEMS, SHALL BE INSTALLED AT THE HIGH POINTS OF EACH ZONE. REFER TO THE MANUFACTURER'S DIRECTIONS FOR THE QUANTITY OF FLUSH VALVES AND AIR-RELEASE VALVES RECOMMENDED FOR EACH ZONE.
- 28.I. DRIP LINE TUBING SHALL BE BURIED 2-4" DEEP, STAPLED DOWN, AND COVERED WITH MULCH PER THE PLANTING PLAN.
- 28.J. EACH DRIP LINE ZONE SHALL INCLUDE AN OPERATION INDICATOR. THE OPERATION INDICATOR SHALL BE INSTALLED AT THE FARTHEST POINT AWAY FROM THE ZONE DRIP VALVE ASSEMBLY.
- 28.K. ALL FITTINGS USED FOR DRIP LINE TUBING CONNECTIONS AND DRIP LINE TUBING TO PVC CONNECTIONS SHALL BE AS PRODUCED AND SUPPLIED BY THE MANUFACTURER OF THE DRIP LINE TUBING.

STATEMENT

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN; AND THE SIGNATURE OF A LICENSED LANDSCAPE ARCHITECT, CERTIFIED IRRIGATION DESIGNER, LICENSED LANDSCAPE CONTRACTOR, OR ANY OTHER PERSON AUTHORIZED TO DESIGN AN IRRIGATION SYSTEM (SEE SECTIONS 5500.1, 5615, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 OF THE BUSINESS AND PROFESSIONS CODE, SECTION 832.27 OF TITLE 16 OF THE CALIFORNIA CODE OF REGULATIONS, AND SECTION 6721 OF FOOD AGRICULTURAL CODE.)

No.	DESCRIPTION	BY	DATE	SEAL	FOR PLAN CHECK AND CONSIDERED PRELIMINARY UNTIL APPROVED BY:	SEAL	PREPARED UNDER THE DIRECTION OF:	BENCH MARK	IRRIGATION SPECIFICATIONS	SHEET
									CAMBRIA PARK VICTORIA RANCH (4A) LANDSCAPE PLANS	L-9
					R.C.E. No.		R.C.E. No.	BM # 1 COUNTY BENCHMARK No. 69 ELEVATION = 946.30	IMPERIAL, CALIFORNIA	DATE 03/06/17
					DATE	EXP. DATE	DATE	EXP. DATE	VICTORIA RANCH HOMES, INC.	16008-02PSP 16008-02

AGREEMENT FOR CONSTRUCTION CAMBRIA PARK

This agreement, made and entered into between the City of Imperial, a municipal corporation, hereinafter referred to as "City" and VR Cambria, Inc., hereinafter referred to as "Builder."

WITNESSETH:

WHEREAS, the property is more particularly described in the attached Exhibit "A".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein, City and Builder agree as follows:

1. **Contract Amount and Schedule of Payments**-The cost of completion of the basic park site at the Project is \$165,760.60. The cost of completion of the "Option 3 (Kompan)" version of the park site at the project, constructed using prevailing wages, is \$557,412.00. As payment for the requested upgrade of the Project, City agrees to pay the difference, in the amount of \$391,651.40 (Three Hundred Ninety-Two Thousand Two Hundred and Fifty-One Dollars), between the basic and the desired upgraded version. This \$391,651.40 is the Contract Amount. City will pay the Contract Amount according to the following schedule:
 - 40% of Contract Amount when Builder orders playground equipment for the Project. This amount is \$156,660.56.
 - 5% of Contract Amount when Builder orders pre-fabricated bathroom for the Project. This amount is \$19,582.57
 - 10% of Contract Amount when Builder completes grading of the Project. This amount is \$39,165.14
 - 10% of Contract Amount when underground utilities are installed by Builder. This amount is \$39,165.14
 - 10% of Contract Amount when playground equipment is installed by Builder. This amount is \$39,165.14
 - 15% of Contract Amount when landscaping is completed by Builder. This amount is \$58,747.71
 - 10% of Contract Amount at final inspection. This amount is \$39,165.14

City shall make timely payments to Builder for that portion of the work on the Project satisfactorily performed in the preceding month completed in accordance with the schedule set forth above and as approved by Builder, Architect, and City.

2. **Prevailing Wages**-Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this contract is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 (commencing with Section 1720) or Part 7, Division 2 of the labor code, shall be paid to all workers employed on this work. Should the prevailing wage rate be increased, decreased, or eliminated a corresponding adjustment shall be made to the price which shall reflect the effect of that change in or elimination of the prevailing wage rate. A copy of the applicable rate of per diem wages is on file in the office of the City Clerk, 420 South Imperial Avenue, Imperial, California. The Project Builder must also comply with statutory requirements relating to certified copies of payroll and maintenance records, and availability for inspection of same. Project Builder must also comply with statutory requirements relating to employment of apprentices.
3. **Schedules**-For purposes of scheduling the work, Builder may periodically develop and modify Project schedule(s). Builder retains the right to modify said schedule(s), change work sequence and priorities, and to otherwise schedule the work so as to achieve timely Project completion, so long as such modifications, changes in sequence, etc. are not arbitrary and capricious, and do not unduly delay completion of the Project. The Project shall be completed no later than December 15, 2017.
4. **Time Extensions**-If Builder is delayed in the performance of the Project by conditions that could not be foreseen by Builder and/or that are beyond the reasonable control of Builder, then City shall grant Builder a reasonable extension of time to complete the Project; Builder will apply in writing for such an extension within a reasonable time of communicating the commencement of the delay.
5. **Safety**-Builder agrees to comply with prevailing federal, state, and local safety regulations.
6. **Supervision and Authority**-Builder shall provide at all times competent and continuous supervision of its work on the Project. Supervisory personnel shall understand and be knowledgeable of their scope of work on the Project, including plans, specifications, and other contract documents as appropriate, and be able, with reasonable fluency, to understand and communicate in English with Builder's job superintendent.
7. **Suspension**-Builder may, for its convenience or by direction, suspend its work on the Project, either in whole or in part, at any time upon written notice to City stating the nature, effective date, and anticipated duration of such suspension. The Contract Amount shall be reasonably adjusted if the cost of the Project is increased or decreased by reason of such suspension to the extent that Builder provides reasonable evidence of increased costs and also notifies City of costs within 30 days of Builder's issuance of the notice of suspension of work.

- 8. Indemnification-**To the fullest extent permitted by law, the Builder shall indemnify, defend, and hold harmless City, and their respective officials, officers, agents, and employees from and against any and all claims, demands, damages, liabilities, expenses, and reasonable attorney's fees incurred by City arising out of or in any way related to the performance of Builder's obligations under the Agreement, save and except for any liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage, or expense arising from the sole and exclusive negligence or willful misconduct of City or its agents, officers, employees, and assigns. The Builder's obligation under this article does not include any dispute that may arise between the Parties as to breach or alleged breach of the Agreement by City.
- 9. Insurance-**Without limiting Builder's indemnification of City, and prior to commencement of Work, Builder shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.
- 1. General liability insurance.** Builder shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. This policy shall be endorsed to provide that City and its officers, officials, employees, agents and volunteers shall be additional insureds as respects ongoing and completed operations. This provision shall also apply to any umbrella/excess policies. The policy shall also be endorsed to provide that coverage provided by Builder shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it.
- 2. Automobile liability insurance.** Builder shall maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Builder arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- 3. Workers' compensation insurance.** Builder shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Builder's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Builder shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. The policy shall be

endorsed to waive subrogation against City, its elected or appointed officers, officials, employees, agents and volunteers.

- 10. Attorney's Fees** -In the event of any action arising out of or concerning interpretation or enforcement of this Agreement, the prevailing Party in any such proceedings shall be entitled to reasonable attorney's fees incurred, together with costs of the proceedings, and expert witness fees, if any.
- 11. Termination for Convenience**-In the event the City directs Builder to terminate all of its work prior to Project completion, then an equitable settlement for work performed by Builder prior to such termination will be made with Builder for the work completed. Builder may also be entitled to prospective or lost profits, consequential damages, reliance damages, and nominal damages as appropriate under applicable California law.
- 12. Termination by Contractor**-Builder shall have the right to terminate its work on the Project upon the occurrence of any of the following:
 1. Provided that the City has not commenced reasonable action to remove any order of a court within the 90 day period, the Project is stopped for 90 consecutive days, through no fault or act of Builder, any subcontractor, or any agent or employee of Builder or subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
 2. The City fails to perform any material obligation under the Agreement and fails to cure such default within 30 days, or the City has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Builder stating the nature of such default(s).Repeated suspensions by the City, other than such suspensions as are agreed to by Builder in writing, which in the aggregate unreasonably delay completion of the Project by Builder.
- 13. Severability**-Any provision of this Agreement determined to be violation of any law applicable thereto shall be deemed revised to the extent necessary to bring it into compliance with applicable law, but that shall not affect the validity and enforceability of all other provisions hereof that are otherwise valid.
- 14. Governing Law and Exclusive Jurisdiction**-This Agreement shall be deemed to have been made in and shall be interpreted under the laws of the State of California. Jurisdiction and venue are hereby agreed to be exclusively in the court of the county where the Project is located, State of California, and the parties hereby acknowledge agree that such jurisdiction and venue are proper and reasonable.
- 15. Entire Agreement and Integration**-This Agreement, any contract documents referenced, and the applicable Project specifications contain the entire understanding of the parties hereto with respect to the subject matter contained herein, and supersede all

prior and contemporaneous agreements, understandings, and negotiations and no evidence of prior agreements, understandings, and negotiations shall govern or be used to construe or modify this Agreement. No modification or alteration shall be deemed effective unless in writing and signed by the parties hereto.

Builder and City have carefully and completely read this entire Agreement, understand their rights and obligations contained therein, and certify that they sign having full and complete authority after having the opportunity to consult with their legal counsel.

The parties agree that this agreement shall be recorded in the official records of the Imperial County Recorder's office.

Builder shall, at their sole expense, obtain all permits, including, but not limited to, any necessary encroachment permits.

IN WITNESS WHEREOF, the parties hereto set their hands this 19 day of July 2017.

CITY:

City of Imperial

By 
Stefan T. Chatwin, City Manager

DEVELOPER:

VR Cambria, Inc.

By 
J.B. Lessley

ATTEST:

By 
Debra Jackson, City Clerk

DATE SUBMITTED

01/31/2018

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

02/07/2018

COUNCIL ACTION

PUBLIC HEARING REQUIRED

RESOLUTION

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()

ORDINANCE 1ST READING

ORDINANCE 2ND READING

CITY CLERK'S INITIALS

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()
()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: TRAFFIC SIGNAL LIGHT AND INTERSECTION
IMPROVEMENTS AT SR-86 AND NECKEL RD.

1. CHANGE ORDERS APPROVAL

FEDERAL AID PROJECT # HSIP-5134(013)

CITY OF IMPERIAL BID NO. 2016-07

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

The City was able to obtain funding through the Highway Safety Improvement Program (HSIP) for a new traffic signal light and intersection improvements at Neckel Road & SR-86 intersection.

Construction operations begun on November 20th, 2017. Due to unforeseen conditions and minor design changes construction stopped in mid-December.

City has received the following change orders:

CO #8 \$35,944.61
CO #9 \$ 6,342.13
CO #10 \$11,534.34
CO #11 \$ 6,645.37
CO #12 \$ 9,134.97
CO #13 \$ 4,832.82
CO #16 \$13,717.40
CO #17 \$ 6,472.76

See attachments for details.

The contracted amount with Hal Hays Inc. is for \$616,161.00. Caltrans approved a project cost of \$932,824.00 for Construction of this project. See Exhibit "A" attached herewith for details.

The delays in construction will incur additional cost due to re-mobilization and maintenance of the traffic control. If the project is further delayed, the construction cost will continue to increase.

FISCAL IMPACT: \$94,624.40 (15.36 % of Original Contract Sum)

ADMIN
SERVICES
SIGN INITIALS

Finance
[Signature]

STAFF RECOMMENDATION: Staff recommends City Council approval of change orders #8, 9,10,11,12,13, 16 & 17.

DEPT. INITIALS

DM

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS

[Signature]
Price

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

CHANGE ORDER

CEM-4900 (REV 05/2015)

Sheet 1 of 1Change Requested by: ☐ Engineer ☒ Contractor

CHANGE ORDER NO. 8	SUPL. NUMBER	CONTRACT NUMBER Bid No. 2016-07	CO-RTE-PM Neckel Rd and SR-86	FEDERAL NUMBER(S) HSIP 5134(013)
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TO

Hal Hays Construction Inc.

, **contractor**

*You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.***

Description of work to be done, estimate of quantities, and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

Change Order No. 08:

Provide Labor and Material for Revisions to Traffic Control Crash Cushion Arrays.

Contract Summary:

Original Contract:	\$ 616,161.00
Change Order No. 1:	\$ 24,716.24
Change Order No. 3:	\$ 4,756.02
Change Order No. 4:	\$ 3,229.67
Change Order No. 7:	\$ 2,070.07

Change Order No. 08:	\$ 35,944.61
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New Contract Amount:	\$ 686,877.61
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Contract Days Summary:

Original Contract Days:	60 Calendars Days
Previous Change Order Additional Days	10 Calendar Days
Original Contract Date of Completion:	

Additional Contract Days (Change Order No. 08):	5 Calendar Days
---	-----------------

New Contract Date of Completion:	
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Estimated Cost: ☒ Increase ☐ Decrease \$ 35,944.61

For this order, the time of completion will be adjusted as follows: Additional 5 Calendar Days

SUBMITTED BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
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APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Carlos Beltran, P.E., Resident Engineer	1/25/2018

ENGINEER APPROVAL BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Jesus Villegas, City Project Manager	

We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
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COR/NOC NO: 008R1
SUBMITTED BY: Tifani Barnes
SUBJECT: Crash Cushion Arrays

DATE ISSUED: 12/27/2017

CONTRACT NO: HSIP-5134(013)

Drawings & Details:

Location/Building: Imperial, CA
Reference Document: Crash Cushion Arrays

Specifications:

Discipline: _____

DESCRIPTION:

Provide all labor, material and equipment to revise the TS-11 arrays to TS-14 due to the speed limit in the limits of work being more than 45MPH. Traffic Control Plans issued with contract documents indicate TS-11.

Contractor: Hal Hays Construction Inc.

Proposed Change In Contract Scope:

Cost: \$ 35,944.61 Request Time Extension: 5 Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Inc. Date: 12/27/2017

Client:

Select One: Agreed Cost / Credit \$ _____ Agreed Time Extension: _____ Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Date: _____

CM: _____ Date: _____

Owner: _____ Date: _____

Am...

DATE: 12/27/2017

SPEC. SECTION:

DESCRIPTION		MATERIAL					LABOR					EQUIPMENT			
		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION
1400 Crush Cushion		44	EACH	144.00	\$ 6,336.00				\$ -				\$ -		
1400 Crush Cushion Lid		44	EACH	36.00	\$ 1,584.00				\$ -				\$ -		
Fill Sand		52	TONS	21.12	\$ 1,098.24				\$ -				\$ -		
Reach Lift - 19' - 5K									\$ -	1	WEEK	940.00	\$ 940.00		
Reach Lift - 18' - 5K									\$ -	1	WEEK	800.00	\$ 800.00		
Delivery and Pick Up										1	EACH	220.00	\$ 220.00		
Sales Tax					\$ -				\$ -	1	7.75%	134.85	\$ 134.85		
					\$ -				\$ -				\$ -		
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Superintendent					\$ -	1	WEEK	2500	\$ 2,500.00				\$ -		
Operator					\$ -	96	HRS	75.79	\$ 7,275.84				\$ -		
Laborer					\$ -	96	HRS	58.89	\$ 5,653.44				\$ -		
Project Manager					\$ -	0.5	WEEK	2500	\$ 1,250.00				\$ -		
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DESCRIPTION		MATERIAL & LUMP SUM					LABOR					EQUIPMENT			
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Bond 0.55%	\$	196.61
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COR TOTAL \$ 35,944.61



Main Office:
13310 5th Street, Chino Ca 91710
Tel (909) 591-1781 Fax (909) 627-0999
Escondido Office:
520 W. Grand Ave, Escondido CA 92025
Tel (760) 745-2250 Fax (760) 745-2094
Sacramento Office:
9510 Jackson Rd. Sacramento Ca 95827
Tel (916) 273-1600 Fax (916) 273-1625

QUOTATION Original

Quotation No: 15617
Quotation Date: 12/05/17
Valid Until: 01/05/18
Customer No: C6505
P.O. No: Rishi
Page No: Page 1 of 1

BILL TO

Hal Hays Construction
4181 Lathan St
Riverside CA 92501-1729

SHIP TO

Hal Hays Construction
4181 Lathan St
Riverside CA 92501-1729

TOTAL

\$ 19,622.35

Sales Employee: Don Boring
Contact Name: Accounting
Telephone: 951-788-0703
Terms: NET 30

Ship Via: Our Truck
FOB:

Item No.	Description	Quantity	Unit Price	Total
104512	Crash Barrel Combo, Top Barrel Only, No Lid, 200-400-700, TDI	18.00	\$ 75.00	\$ 1,350.00
104513	Crash Barrel Combo, Pedestal Only, No Lid, 200-400-700, TDI	18.00	\$ 75.00	\$ 1,350.00
104976	Crash Barrel, 1400, Barrel Only, TDI	63.00	\$ 144.00	\$ 9,072.00
104977	Crash Barrel, 2100, Barrel Only, TDI	18.00	\$ 144.00	\$ 2,592.00
104514	Crash Barrel Lid Only, TDI	99.00	\$ 36.00	\$ 3,564.00
			Subtotal	\$ 17,928.00
				0.00
			Shipping	\$ 283.00
			Tax	\$ 1,411.35
			Total Order Value	\$ 19,622.35

Signature _____

Date _____

Print Name _____

Authority to Sign:

Any individual signing represents and warrants that he/she is of legal age and has the authority and power to sign on their own behalf or on behalf of their employer

- . This quotation will be honored for 30 days.
- !. All customer orders are non-refundable.
- !. Sales terms & conditions apply.



ELMS EQUIPMENT RENTAL, INC.

245 N. 8th Street 580 Dealwood 81-531 Industrial
Brawley, CA 92227 El Centro, CA 92243 Indio, CA 92201
(760) 344-3780 (760) 353-4400 (760) 342-7930

CA STATE CONTRACTORS LICENSE NO. A602025

RENTAL OUT

ERANDB

Please Remit To:

Post Office Box 371
Brawley, CA 92227

DATE OUT 12/19/17 TIME OUT 7:00 AM

YARD TICKET NO.

3469

LESSEE HAL HAYS CONSTRUCTION
4181 LATHAM STREET
RIVERSIDE, CA 92501

DATE IN TIME IN
YARD TICKET NO.

PHONE # 951-788-0703
FAX # 951-788-1517
JOB # 162-45

JOB ADDRESS 86 & NECKEL IMPERIAL
ORDERED BY JESS
P.O. NUMBER JESS

Qty Equipment		Rental Rates				Total
Qty	Equipment	Rate	Day	Hour	1 Hour	
1	56355847 CC: 056-3510 LIFT, REACH 5K T4 19' IMPROPER LOADING OF THIS EQUIPMENT COULD CAUSE IT TO OVERTURN ALWAYS REFER TO THE LOADING CHART AND CAPACITY BEFORE YOU LIFT !! DO NOT OPERATE THIS EQUIPMENT WITHOUT THE APPROPRIATE SAFETY EQUIPMENT IT IS THE RESPONSIBILITY OF THE LESSEE TO PROVIDE OSHA, S FORKLIFT OPERATOR TRAINING REQUIREMENT, 29CFR1910.178, PARA. (L), OPERATOR TRAINING, POWERED INDUSTRIAL TRUCKS, DATED 12-1-98 AND TO PERMIT ONLY PROPERLY TRAINED PERSONELL TO OPERATED THIS FORKLIFT.	150.00	235.00	940.00	2820.00	
1	56356399 CC: 056-3500 LIFT, REACH 5000# 18' IMPROPER LOADING OF THIS EQUIPMENT COULD CAUSE IT TO OVERTURN ALWAYS REFER TO THE LOADING CHART AND CAPACITY BEFORE YOU LIFT !! DO NOT OPERATE THIS EQUIPMENT WITHOUT THE APPROPRIATE SAFETY EQUIPMENT IT IS THE RESPONSIBILITY OF THE LESSEE TO PROVIDE OSHA, S FORKLIFT OPERATOR TRAINING REQUIREMENT, 29CFR1910.178, PARA. (L), OPERATOR TRAINING, POWERED INDUSTRIAL TRUCKS, DATED 12-1-98 AND TO PERMIT ONLY	120.00	200.00	800.00	2400.00	

CONTINUED

ELMS EQUIPMENT RENTAL will not extend credit to anyone past the 10th of the month without a signed credit arrangement from your bank. (Late payment penalty of 1 1/2 % permonth on all past due accounts)

DAMAGE WAIVER: By his initials hereon or by separate written confirmation, lessee agrees to pay additional daily rental as set forth below or, if not set forth then as posted in the lessor's office; and, in return thereof, lessor agrees to waive certain claims for damage to rental item(s), as specified on the back of this contract.

DAMAGE WAIVER IS 14 % OF RENTAL TOTAL

Initials Accepts _____

An ENVIRONMENTAL FEE of 2.5% will be charged on RENTAL TOTAL

Initials Rejects _____

RENTALS ARE CASH IN ADVANCE

CONDITIONS UNDER WHICH TOOLS AND OTHER EQUIPMENT ARE RENTED ARE LISTED ON REVERSE SIDE

I AGREE THAT ALL CHARGES FOR RENTAL, DAMAGE, CLEANING, OR MATERIAL WILL BE PAID, AND THAT ALL COLLECTION FEES, ACTUAL ATTORNEY FEES, COURT COSTS, OR ANY EXPENSE INVOLVED IN THE COLLECTION OF THESE CHARGES WILL BE BORNE BY ME IN THE COURT OF IMPERIAL COUNTY CALIFORNIA, THERE ARE NO WARRANTIES OR MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF

NO ONE HAS MADE ANY ORAL, OR OTHER WRITTEN REPRESENTATIONS OR PROMISES NOT INCLUDED IN THIS CONTRACT. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT. THE EQUIPMENT IS IN GOOD WORKING ORDER AND I AM FULLY FAMILIAR WITH ITS OPERATION AND USE. I ALSO AGREE TO ONLY PERMIT PROPERLY TRAINED PERSONNEL TO OPERATE THE EQUIPMENT.

LESSEE: _____

LESSOR: _____

DELIVERED BY: _____ DATE _____ TIME _____

7:00 A.M. - 5:00 P.M. CONSTITUTES A DAY'S RENTAL

TIME IS MONEY - RETURN PROMPTLY!

24 Hour Emergency Service * If You Have Trouble, Phone Us

HOURS - 7:00 A.M. - 5:00 P.M. Mon through Sat

Closed Sundays and Holidays



ELMS EQUIPMENT RENTAL, INC.

245 N. 8th Street 580 Dealwood 81-531 Industrial
 Brawley, CA 92227 El Centro, CA 92243 Indio, CA 92201
 (760) 344-3780 (760) 353-4400 (760) 342-7930

CA STATE CONTRACTORS LICENSE NO. A602025

RENTAL OUT

ERANDB

Please Remit To:

Post Office Box 371
 Brawley, CA 92227

DATE 12/19/17 TIME 7:00 AM

YARD TICKET NO.

3469

LESSEE HAL HAYS CONSTRUCTION
 4181 LATHAM STREET
 RIVERSIDE, CA 92501

DATE IN TIME IN
 YARD TICKET NO.
 PHONE # 951-788-0703
 FAX # 951-788-1517
 JOB # 162-45

JOB ADDRESS 86 & NECKEL IMPERIAL
 ORDERED BY JESS
 P.O. NUMBER JESS

Qty		Description		Unit	Price	Disc %	Disc \$
		PROPERLY TRAINED PERSONELL TO OPERATED THIS FORKLIFT.					
		Idling Policy Section 2449(d)(3) (A) Idling limit-No vehicle or engine subject to this regulation may idle for more than 5 consecutive minutes. Idling of a vehicle that is owned by a rental company is the responsibility of the renter, lessee					
Qty		SALES ITEMS: Item number		Unit	Price	Disc %	Disc \$
1		ENVIRONMENTAL FEE		EA			
		ENVIRONMENTAL FEE					

ELMS EQUIPMENT RENTAL will not extend credit to anyone past the 10th of the month without a signed credit arrangement from your bank. (Late payment penalty of 1 1/2 % permonth on all past due accounts)

DAMAGE WAIVER: By his initials hereon or by separate written confirmation, lessee agrees to pay additional daily rental as set forth below or, if not set forth then as posted in the lessor's office; and, in return thereof, lessor agrees to waive certain claims for damage to rental item(s), as specified on the back of this contract.

DAMAGE WAIVER IS 14 % OF RENTAL TOTAL

An ENVIRONMENTAL FEE of 2.5% will be charged on RENTAL TOTAL

Initials Accepts _____

Initials Rejects _____

RENTALS ARE CASH IN ADVANCE

CONDITIONS UNDER WHICH TOOLS AND OTHER EQUIPMENT ARE RENTED ARE LISTED ON REVERSE SIDE

I AGREE THAT ALL CHARGES FOR RENTAL, DAMAGE, CLEANING, OR MATERIAL WILL BE PAID, AND THAT ALL COLLECTION FEES, ACTUAL ATTORNEY FEES, COURT COSTS, OR ANY EXPENSE INVOLVED IN THE COLLECTION OF THESE CHARGES WILL BE BORNE BY ME IN THE COURT OF IMPERIAL COUNTY CALIFORNIA. THERE ARE NO WARRANTIES OR MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF

NO ONE HAS MADE ANY ORAL, OR OTHER WRITTEN REPRESENTATIONS OR PROMISES NOT INCLUDED IN THIS CONTRACT. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT. THE EQUIPMENT IS IN GOOD WORKING ORDER AND I AM FULLY FAMILIAR WITH ITS OPERATION AND USE. I ALSO AGREE TO ONLY PERMIT PROPERLY TRAINED PERSONNEL TO OPERATE THE EQUIPMENT.

LESSEE: _____

LESSOR: _____

DELIVERED BY: _____ DATE _____ TIME _____

7:00 A.M. - 5:00 P.M. CONSTITUTES A DAY'S RENTAL

TIME IS MONEY - RETURN PROMPTLY!

24 Hour Emergency Service * If You Have Trouble, Phone Us

HOURS - 7:00 A.M. - 5:00 P.M. Mon through Sat

Closed Sundays and Holidays

DAILY RENTAL	
TOTAL	
DAILY FEE	220.00
7.750	
PAY HERE	
THIS AMOUNT	



PURCHASE ORDER REQUEST

PO#: 16245-206

Date: 12/06/2017

PM: 2473 - Michael Labib

Vendor: Superior Ready Mix Concrete, L.P.
1508 W. Mission Rd.
Escondido CA 92029

Project: Neckel Rd Intersection Improve
SR-86 and Neckel Road
Imperial CA 92251

Description	Quantity	UOM	Price	Amount
Fill Sand	26.00	Tons	7.00	182.00
14700.000 TRAFFIC CONTROL				
Freight	26.00	Tons	12.60	327.60
14700.000 TRAFFIC CONTROL				
Sales Tax	1.00	Ea	15.02	15.02
14700.000 TRAFFIC CONTROL				
			Total:	524.62

APPROVED: _____
Jackie Ruiz

APPROVED: _____
Kirby Hays

DATE: _____

DATE: _____

CHANGE ORDER

CEM-4900 (REV 05/2015)

Sheet 1 of 1Change Requested by: ☐ Engineer ☒ Contractor

CHANGE ORDER NO. 9	SUPPL. NUMBER	CONTRACT NUMBER Bid No. 2016-07	CO-RTE-PM Neckel Rd and SR-86	FEDERAL NUMBER(S) HSIP 5134(013)
-----------------------	---------------	------------------------------------	----------------------------------	-------------------------------------

TO

Hal Hays Construction Inc.

, **contractor**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.**

Description of work to be done, estimate of quantities, and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

Change Order No. 09:

Traffic Control Rental and Inspection (Watch) due to Work Stoppage from 12/15/2017 to 12/31/2017

Contract Summary:

Original Contract:	\$ 616,161.00
Change Order No. 1:	\$ 24,716.24
Change Order No. 3:	\$ 4,756.02
Change Order No. 4:	\$ 3,229.67
Change Order No. 7:	\$ 2,070.07
Change Order No. 8:	\$ 35,944.61

Change Order No. 9:	\$ 6,342.13
---------------------	-------------

New Contract Amount:	\$ 693,219.74
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Contract Days Summary:

Original Contract Days:	60 Calendars Days
Previous Change Order Additional Days	15 Calendar Days
Original Contract Date of Completion:	

Additional Contract Days (Change Order No. 08):	15 Calendar Days
---	------------------

New Contract Date of Completion:	
----------------------------------	--

Estimated Cost: ☒ Increase ☐ Decrease \$ 6,342.13

For this order, the time of completion will be adjusted as follows: Additional 15 Calendar Days

SUBMITTED BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
-----------	------------------------	------

APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Carlos Beltran, P.E., Resident Engineer	1/25/2018

ENGINEER APPROVAL BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Jesus Villegas, City Project Manager	

We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
-----------	------------------------	------



COR/NOC NO: 009
SUBMITTED BY: Tifani Barnes
SUBJECT: Traffic Control Rental and Watch

DATE ISSUED: 1/3/2018
CONTRACT NO: HSIP-5134(013)

Drawings & Details:
Location/Building: Imperial, CA
Reference Document: Traffic Control Rental and Watch

Specifications:
Discipline:

DESCRIPTION:

Provide ongoing superintendent to review traffic control to ensure all traffic control is in place while the project is shut down due to design issues. All costs associated with traffic control rental from 12/15/17 - 12/31/17

Contractor: Hal Hays Construction Inc.

Proposed Change in Contract Scope:

Cost: \$ 6,342.13 Request Time Extension: 15 Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Inc. Date: 12/27/2017

Client:

Select One: Agreed Cost / Credit \$ Agreed Time Extension: Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Date:

CM: Date:

Owner: Date:

Tifani

CUSTOMER:	City of Imperial	
PROJECT:	New Traffic Signal Light Highway 86 and Neckel Rd.	
CONTRACT NO:	HSIP-5134(013)	DATE: 1/3/2018
HHCI PROJECT NO:	16245	
PRICING /COR / NOC NO:		COR No. 009
SUBJECT:		Traffi Control Rental and Watch
		SPEC. SECTION:

CONTRACTOR PERFORMANCE															
DESCRIPTION		MATERIAL					LABOR					EQUIPMENT			
		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION
Superintendent					\$ -		1	WEEK	2500	\$ 2,500.00				\$ -	
Project Manager					\$ -		0.25	WEEK	2500	\$ 625.00				\$ -	
					\$ -					\$ -				\$ -	
					\$ -					\$ -				\$ -	
Traffi Control Rental - See Attached					\$ -					\$ -		1	LS	1,584.00 \$ 1,584.00	
Lodging for Superintendent - See Attached					\$ -					\$ -		1	LS	185.00 \$ 185.00	
Fuel - See Attached					\$ -					\$ -		1	LS	67.25 \$ 67.25	
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SUBCONTRACTOR PERFORMANCE															
DESCRIPTION		MATERIAL & LUMP SUM					LABOR					EQUIPMENT			
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SUBTOTAL FOR CONTRACTOR SELF PERFORMANCE AND SUBCONTRACT WORK	\$	6,307.44
Bond 0.55%	\$	34.89
COR TOTAL	\$	6,342.13



ACME SAFETY & SUPPLY CORP.

CAUTION CAUTION CAUTION
EVERY JOB BEGINS & ENDS WITH OUR SERVICE

CUSTOMER LIABLE FOR ANY
DAMAGES AND LOST MATERIALS
PER THE TERMS AND CONDITIONS
ON REVERSE. And subject to a 1-1/2%
late charge over 30 days. (But not to
exceed the maximum legal rate).

HUBZONE/SRA/WBB CSLB No. 791667

Remit To: 1616 West Avenue, National City, CA 91950 • (619) 299-5100 • Fax (619) 542-0763

Branch: 105 W. Main Street, El Centro, CA 92243 • (760) 336-3044 • Fax (760) 336-3067

INVOICE

www.acmesafetyandsupply.com

ACME SAFETY & SUPPLY CO.

INVOICE #: 121691-00 DATE: 12/30/2017

JAL HAYS CONSTRUCTION INC.
1835 CHICAGO AVENUE, SUITE C
RIVERSIDE, CA. 92507 NEED PO# & JOB

JOB: 16245
LOCATION: HWY 86 AND NECKEL RD
AREA: TAX AREA: RC
CITY: IMPERIAL
SUPER: JOE
PO:
JOB ID: 16245

(951) 788-8783
JUST #: 835764

INVEN ID	QUANTITY	DESCRIPTION	DELIVERY/PICKUP DATE	TAX	CHARGE
19	1	ROAD CLOSED AHEAD	ORDER:109953-00 11/30/2017		
RENTAL)		11-30-2017 TO 12-30-2017			
31 DAYS		DAILY RATE: 1.00		N	31.00
2	3	ROAD CLOSED	ORDER:109969-00 12/07/2017		
RENTAL)		12-07-2017 TO 12-30-2017			
24 DAYS		DAILY RATE: 1.00		N	72.00
N-CONE	50	DAY NITE CONES	ORDER:109953-00 11/30/2017		
RENTAL)		11-30-2017 TO 12-30-2017			
31 DAYS		DAILY RATE: .65		N	1,087.50
N-CONE	50	DAY NITE CONES	ORDER:109954-00 12/01/2017		
RENTAL)		12-01-2017 TO 12-30-2017			
30 DAYS		DAILY RATE: .65		N	975.00
20-2	2	C14 END ROAD WORK	ORDER:109954-00 12/01/2017		
RENTAL)		12-01-2017 TO 12-30-2017			
30 DAYS		DAILY RATE: 1.00		N	60.00
4-10L	1	C5L DETOUR ARROW LEFT	ORDER:109954-00 12/01/2017		
RENTAL)		12-01-2017 TO 12-30-2017			
30 DAYS		DAILY RATE: 1.00		N	30.00
4-10R	3	C5R DETOUR ARW RIGHT	ORDER:109954-00 12/01/2017		
RENTAL)		12-01-2017 TO 12-30-2017			
30 DAYS		DAILY RATE: 1.00		N	90.00

1/2



CME SAFETY & SUPPLY CORP.

CAUTION CAUTION CAUTION
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DAMAGES AND LOST MATERIALS
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ON REVERSE. And subject to a 1-1/2%
late charge over 30 days. (But not to
exceed the maximum legal rate).

HUBZONE/SBA/WBE CSLB No. 791667

INVOICE

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Branch: 105 W. Main Street, El Centro, CA 92243 • (760) 336-3044 • Fax (760) 336-3067

www.acmesafetysupply.com

INVOICE #: 121691-00 DATE: 12/30/2017

ACME SAFETY & SUPPLY CO.

HAL HAYS CONSTRUCTION INC.
1835 CHICAGO AVENUE, SUITE C
RIVERSIDE, CA. 92507 NEED PO# & JOB

JOB: 16245
LOCATION: HWY 86 AND NECKEL RD
AREA: TAX AREA: RC
CITY: IMPERIAL
SUPER: JOE
PO:
JOB ID: 16245

(951) 788-8703
CUST #: 055764

INVEN ID	QUANTITY	DESCRIPTION	DELIVERY/PICKUP DATE	TAX	CHARGE
11-2 (RENTAL)	2	C2 ROAD CLOSED 11-30-2017 TO 12-30-2017	ORDER: 109953-00 11/30/2017		
31 DAYS		DAILY RATE: 1.00		N	62.00
11-4 (RENTAL)	1	ROAD CLOSED TO THRU TRAF 12-07-2017 TO 12-30-2017	ORDER: 109969-00 12/07/2017		
24 DAYS		DAILY RATE: 1.00		N	24.00
13-1 (RENTAL)	1	R16 NO RIGHT TURN 11-30-2017 TO 12-30-2017	ORDER: 109953-00 11/30/2017		
31 DAYS		DAILY RATE: 1.00		N	31.00
13-2 (RENTAL)	3	R17 NO LEFT TURN 11-30-2017 TO 12-30-2017	ORDER: 109953-00 11/30/2017		
31 DAYS		DAILY RATE: 1.00		N	93.00
13-3 (RENTAL)	1	DETOUR ARROW UP 11-30-2017 TO 12-30-2017	ORDER: 109953-00 11/30/2017		
31 DAYS		DAILY RATE: 1.00		N	31.00
13-3 (RENTAL)	3	DETOUR ARROW UP 12-01-2017 TO 12-30-2017	ORDER: 109954-00 12/01/2017		
30 DAYS		DAILY RATE: 1.00		N	90.00
13 (RENTAL)	5	TYPE III BARRICADE 4'X5' 11-30-2017 TO 12-30-2017	ORDER: 109953-00 11/30/2017		
31 DAYS		DAILY RATE: 1.50		N	232.50

1/2



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CAUTION CAUTION CAUTION
EVERY JOB BEGINS & ENDS WITH OUR SERVICE

CUSTOMER LIABLE FOR ANY DAMAGES AND LOST MATERIALS PER THE TERMS AND CONDITIONS ON REVERSE. And subject to a 1-1/2% late charge over 30 days. (But not to exceed the maximum legal rate).

HUBZONE/SBA/WBE CSLB No. 791667

Remit To: 1616 West Avenue, National City, CA 91950 • (619) 299-5100 • Fax (619) 542-0763
Branch: 105 W. Main Street, El Centro, CA 92243 • (760) 336-3044 • Fax (760) 336-3067

www.acmesafetysupply.com

INVOICE #: 121691-00 DATE: 12/30/2017

ACME SAFETY & SUPPLY CO.

HAL HAYS CONSTRUCTION INC.
1835 CHICAGO AVENUE, SUITE C
RIVERSIDE, CA. 92507 NEED PO# & JOB

JOB: 16245
LOCATION: HWY 86 AND NECKEL RD
AREA: TAX AREA: RC
CITY: IMPERIAL
SUPER: JOE
PO:
JOB ID: 16245

(951)788-0703
CUST #: 055764

INVEN ID	QUANTITY	DESCRIPTION	DELIVERY/PICKUP DATE	TAX	CHARGE
W20-1 (RENTAL) 31 DAYS	1	C18 ROAD CONST. AHEAD 11-30-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:109953-00 11/30/2017	N	31.00
W20-2 (RENTAL) 31 DAYS	2	DETOUR AHEAD 11-30-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:109953-00 11/30/2017	N	62.00
W20-2 (RENTAL) 30 DAYS	1	DETOUR AHEAD 12-01-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:109954-00 12/01/2017	N	30.00
W20-3 (RENTAL) 30 DAYS	4	ROAD CLOSED AHEAD 12-01-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:109954-00 12/01/2017	N	120.00
W20-5 (RENTAL) 24 DAYS	2	RIGHT LANE CLOSED 12-07-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:109969-00 12/07/2017	N	48.00
W20-5 (RENTAL) 24 DAYS	2	RIGHT LANE CLOSED 12-07-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:109969-00 12/07/2017	N	48.00
		RENTALS	SALES	SERVICE	
		3,168.00			3,168.00
		DISCOUNTS			
		TAXABLE			
		TAX			
TOTAL		3,168.00			3,168.00

1/2

1584.00

EVERY ORDER IS SUBJECT TO A MINIMUM JOB CHARGE

Registration

Name: PAUL ALBERT, JR. Confirmation Number: 21-0012
Address: 4111 LATHAM STREET
City: AMMONTON, CA 92005
Room: 202 Rate: \$10.00 Tax: \$1.00
Phone: 619-441-2000 Fax: 619-441-2000

Check-in time: 3:00 PM Check-out time: 11:00 AM
Total amount: \$11.00

Guest Signature: _____

I hereby agree to these terms and conditions.

Room: _____

License Plate: _____

Make: _____

Model: _____

Check-in time: 3:00 PM

Check-out time: 11:00 AM

TERMS AND CONDITIONS: I agree that my liability for the bill is not waived and I agree to be held personally liable in the event that the indicated person, company, or association fails to pay for any or part of the full amount of these charges and I shall be responsible for any loss or damage to the premises or contents. (2) The property is privately owned and management reserves the right to refuse service to any one and will not be responsible for injury or accidents to guests or loss of money, jewelry or any personal valuables of any kind.

*** REPRINT *** REPRINT *** REPRINT ***

UNITED PACIFIC 1143
115 E. BARTONI BLVD
IMPERIAL CA 92251

UNITED PACIFIC 1143

09439555

115 E BARTONI BLVD

IMPERIAL

01/02/2018 32797153

06:52:24 AM

4927

VOYAGER

INVOICE 064815

AUTH 00-340495

REF380170102180648

000 16245

PUMP# 3

REGULAR 22.276G

PRICE/GAL \$3.019

FUEL TOTAL \$ 67.25

*** REPRINT *** REPRINT *** REPRINT ***

CREDIT \$ 67.25

*** REPRINT *** REPRINT *** REPRINT ***

Batch: 38 Seq Num: 17

Term ID: 3

Workstation ID: 00

Your opinion

counts! Enter to

Win 1 of 60 \$25

gas gift cards!!!

TRAFFIC
CONTROL
WATCH

CHANGE ORDER

CEM-4900 (REV 05/2015)

Sheet 1 of 1Change Requested by: ☐ Engineer ☒ Contractor

CHANGE ORDER NO.	SUPPL. NUMBER	CONTRACT NUMBER	CO-RTE-PM	FEDERAL NUMBER(S)
10		Bid No. 2016-07	Neckel Rd and SR-86	HSIP 5134(013)

TO

Hal Hays Construction Inc.

, contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.**

Description of work to be done, estimate of quantities, and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

Change Order No. 10:

K Rail Rental for 1 month due to Work Stoppage.

Contract Summary:

Original Contract:	\$ 616,161.00
Change Order No. 1:	\$ 24,716.24
Change Order No. 3:	\$ 4,756.02
Change Order No. 4:	\$ 3,229.67
Change Order No. 7:	\$ 2,070.07
Change Order No. 8:	\$ 35,944.61
Change Order No. 9:	\$ 6,342.13

Change Order No. 10: \$ 11,534.34

New Contract Amount: \$ 704,754.08

Contract Days Summary:

Original Contract Days:	60 Calendars Days
Previous Change Order Additional Days	30 Calendar Days
Original Contract Date of Completion:	

Additional Contract Days (Change Order No. 10): 28 Calendar Days

New Contract Date of Completion:

Estimated Cost: ☒ Increase ☐ Decrease \$ 11,534.34

For this order, the time of completion will be adjusted as follows: Additional 28 Calendar Days

SUBMITTED BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
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APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Carlos Beltran, P.E., Resident Engineer	1/25/2018

ENGINEER APPROVAL BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Jesus Villegas, City Project Manager	

We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
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COR/NOC NO: 010
SUBMITTED BY: Tifani Barnes
SUBJECT: K-Rail Rental

DATE ISSUED: 1/5/2018

CONTRACT NO: HSIP-5134(013)

Drawings & Details: _____
Location/Building: Imperial, CA
Reference Document: K-Rail Rental

Specifications: _____
Discipline: _____

DESCRIPTION:

All costs associated with the rental of K-Rail for one (1) month due to work stoppage. Multiple design issues, unanswered RFI's and lack of COR approvals has stopped the overall project for one (1) month.

Contractor: Hal Hays Construction Inc.

Proposed Change in Contract Scope: _____

Cost: \$ 11,534.34 Request Time Extension: 28 Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Inc. Date: 1/5/2018

Client: _____

Select One: Agreed Cost / Credit \$ _____ Agreed Time Extension: _____ Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Date: _____

CM: _____ Date: _____

Owner: _____ Date: _____

DATE: 1/5/2018

SPEC. SECTION:

SUBTOTAL FOR CONTRACTOR SELF PERFORMANCE AND SUBCONTRACT WORK	\$	11,471.25
Bond 0.55%	\$	63.09
COR TOTAL	\$	11,534.34



Trench Plate Rental Co
 Excavation Shoring - Temporary Traffic Control -Training
 San Diego, CA - Many other locations to serve you as well
 Ph: 800.350.7528 eFax: 18583207403 www.tprco.com

Company Name: <u>Hal Hays</u>	Date: <u>11.17.17</u>
Contact Name: <u>Tifani Barnes</u>	Office Fax: _____
Phone Number: <u>951 788 0703</u>	Job Ph/Fx: _____
Job Name: _____	Cell: <u>951 235 5924</u>
Job Location: <u>SR-86, Imperial , CA</u>	Email: <u>tbarnes@halhays.com</u>
Rental Duration: <u>2 months</u> PO#: _____	Soil Type: _____ Est Start Date: _____

Qty	Size and Description	Min Days	Rent Ea Per Day	Rent Ea Per 7 days	Rent Ea Per 28 Days	Total
95	20' Sticks K-Rail	28	104.00	104.00	104.00	9,880
2	K-Rail Lifting Bracket (if needed)	7	10.90	10.90	32.70	65
1	Double Plate Hook	7	10.60	10.60	31.80	32
	****THIS IS A PREVAILING WAGE JOB****					
	LABOR RATES TO SET K-RAIL = 2 MEN					
	Day/Night					
	Supervisor 110\$/125\$ Per hour					
	Tech 95\$/110\$ Per Hour					
2	Crane Rental For Delivery/Pick up (Day)					
	260.00 Per Hour Portal to Portal					
2	Crane Rental For Delivery/Pick up (Night)					
	300.00 Per Hour Portal to Portal					
Extended Rental RateTotals (QTY X Rate)			9,912.40	9,912.40	9,977.20	9,977

Estimated Number of Trucks:	<u>19</u>	Quoted By:	<u>Amy Quintero</u>
Estimated Delivery (per load):	<u>\$125/hr portal to portal</u>	Office:	<u>800.350.7528</u>
Estimated Pick-up (per load):	<u>\$125/hr portal to portal</u>	Cell:	<u>760 427 4455</u>
Stand-By time Charged at:	<u>\$150/hr</u>	eFax:	<u>18583207403</u>
		Email:	<u>aquintero@tprco.com</u>

This bid is based on estimated total items, type of items and rental duration. Changes to any of these assumptions will change the total cost. This bid is subject to equipment availability at the time of order. This bid is subject to all terms and conditions of Trench Plate Rental Co's Rental Agreement. This quote is valid for 30 days. www.tprco.com

CHANGE ORDER

CEM-4900 (REV 05/2015)

Sheet 1 of 1Change Requested by: ☐ Engineer ☒ Contractor

CHANGE ORDER NO. 11	SUPPL. NUMBER	CONTRACT NUMBER Bid No. 2016-07	CO-RTE-PM Neckel Rd and SR-86	FEDERAL NUMBER(S) HSIP 5134(013)
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TO

Hal Hays Construction Inc.

, **contractor**

*You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.***

Description of work to be done, estimate of quantities, and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

Change Order No. 11:

Traffic Control Rental and Inspection (Watch) due to Work Stoppage from 1/8/2018 to 1/12/2018

Contract Summary:

Original Contract:	\$ 616,161.00
Change Order No. 1:	\$ 24,716.24
Change Order No. 3:	\$ 4,756.02
Change Order No. 4:	\$ 3,229.67
Change Order No. 7:	\$ 2,070.07
Change Order No. 8:	\$ 35,944.61
Change Order No. 9:	\$ 6,342.13
Change Order No. 10:	\$ 11,534.34

Change Order No. 11: \$ 6,645.37

New Contract Amount: \$ 711,399.45

Contract Days Summary:

Original Contract Days:	60 Calendars Days
Previous Change Order Additional Days	58 Calendar Days
Original Contract Date of Completion:	

Additional Contract Days (Change Order No. 011): 7 Calendar Days

New Contract Date of Completion:

Estimated Cost: ☒ Increase ☐ Decrease \$ 6,645.37

For this order, the time of completion will be adjusted as follows: Additional 7 Calendar Days

SUBMITTED BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
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APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME AND TITLE) Carlos Beltran, P.E., Resident Engineer	DATE 1/25/2018
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ENGINEER APPROVAL BY

SIGNATURE	(PRINT NAME AND TITLE) Jesus Villegas, City Project Manager	DATE
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We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
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COR/NOC NO: 011
SUBMITTED BY: Tifani Barnes
SUBJECT: Traffic Control Watch and Rental

DATE ISSUED: 1/12/2018

CONTRACT NO: HSIP-5134(013)

Drawings & Details: _____
Location/Building: Imperial, CA
Reference Document: Traffic Control Rental and Watch

Specifications: _____
Discipline: _____

DESCRIPTION:

Provide ongoing superintendent to review traffic control to ensure all traffic control is in place while the project is shut down due to design issues from 1/8/18 through 1/12/18. Traffic control rental for two (2) weeks.

Contractor: Hal Hays Construction Inc.

Proposed Change in Contract Scope: _____

Cost: \$ 6,645.37 Request Time Extension: 7 Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Inc. Date: 1/12/2018

Client:

Select One: Agreed Cost / Credit \$ _____ Agreed Time Extension: _____ Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Date: _____

CM: _____ Date: _____

Owner: _____ Date: _____

CUSTOMER: PROJECT: CONTRACT NO: HHCI PROJECT NO:	City of Imperial New Traffic Signal Light Highway 88 and Neckel Rd. HSIP-5134(013) 16245	DATE: 1/12/2018
PRICING /COR / NOC NO: SUBJECT:	COR No. 011 Traffic Control Watch and Rental	SPEC. SECTION:

CONTRACTOR PERFORMANCE															
DESCRIPTION		MATERIAL					LABOR					EQUIPMENT			
		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION
Superintendent					\$ -		1	WEEK	2500	\$ 2,500.00				\$ -	
Project Manager					\$ -		0.25	WEEK	2500	\$ 625.00				\$ -	
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Superintendent Lodging - See Attached					\$ -					\$ -	1	LS	332.00	\$ 332.00	
Fuel - See Attached					\$ -					\$ -	1	LS	162.50	\$ 162.50	
Traffic Control Rental - 2 Weeks					\$ -					\$ -	1	LS	1,584.00	\$ 1,584.00	
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SUBCONTRACTOR PERFORMANCE															
DESCRIPTION		MATERIAL & LUMP SUM					LABOR					EQUIPMENT			
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SUBTOTAL FOR CONTRACTOR SELF PERFORMANCE AND SUBCONTRACT WORK	\$	6,609.03
Bond 0.55%	\$	36.35
COR TOTAL	\$	6,645.37

RECEIVED BY: [illegible]
YOU HAVE ORDERED BY: [illegible]
YOU HAVE CHECKED BY: [illegible]
Total Balance Due: 0.00

Amount
(350.00)

TOPT 13
CENTRAL
1/20/11

75.25
7.50
75.00
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25.00
7.50
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0.00

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UNITED PACIFIC 1443

115 E. BARIONI BLVD

IMPERIAL CA 92251

UNITED PACIFIC 1443

08439555

115 E BARIONI BLVD

IMPERIAL CA

01/05/2018 32797747

09:04:10 AM

4927

VOYAGER

INVOICE 090029

AUTH 00-454858

REF620190105180900

000 16245

PUMP# 3

REGULAR

PRICE/GAL

17.1036

\$3.099

FUEL TOTAL \$ 53.00

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CREDIT

\$ 53.00
*** REPRINT *** REPRINT ***

Batch: 62 Seq Num: 19

Term ID: 3

Workstation ID: 00

Your opinion

counts! Enter to

TRAFFIC CONTROL
W. B. B. B.

SHELL
1850 HAMNER AVE
NORCO, CA
92860

57442731303
01/06/2018 560128068
09:47:01 AM

PUMP# 12
REGULAR 14.018G
PRICE/GAL \$3.139

FUEL TOTAL \$ 44.00

CREDIT \$ 44.00

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Voyager

Swiped

APPROVED

AUTH # 922748

INV # 349944

ODOMETER 16245

*12 Fuel
FOR
OFFIC
TROOP
CONTROL
WATCH*

.....
Please come again

*** REPRINT *** REPRINT ***

UNITED PACIFIC 1443

15 E. BARIONI BLVD

IMPERIAL CA 92251

PACIFIC 1443

15 E. BARIONI BLVD
IMPERIAL, CA

01/08/2018 32798256

05:49:30 AM

4927

VOYAGER

INVOICE 054515

AUTH 00-091861

REF840120106180545

000 16245

*TRAFFIC
Control
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PUMP# 3

REGULAR

PRICE/GAL

20.7336

\$3.159

FUEL TOTAL

\$ 55.50

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CREDIT

\$ 55.50

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REPRINT ***

Batch: 04 Ser Num: 12

Term ID: 3

Station ID: 00

Unit: 0000

Enter ID



ACME SAFETY & SUPPLY CORP.

EVERY JOB BEGINS & ENDS WITH OUR SERVICE

DAMAGES AND LOST MATERIALS
PER THE TERMS AND CONDITIONS
ON REVERSE. And subject to a 1-1/2%
late charge over 30 days. (But not to
exceed the maximum legal rate).

Remit To: 1616 West Avenue, National City, CA 91950 • (619) 299-5100 • Fax (619) 542-0763
Branch: 105 W. Main Street, El Centro, CA 92243 • (760) 336-3044 • Fax (760) 336-3067
INVOICE
www.acmesafetyandsupply.com

ACME SAFETY & SUPPLY CO.

INVOICE #: 121691-00 DATE: 12/30/2017

101 HAYS CONSTRUCTION INC.
835 CHICAGO AVENUE, SUITE C
IVERBIDE, CA. 92587 NEED PO# & JOB

JOB: 16243
LOCATION: HWY 86 AND NECKEL RD
AREA: TAX AREA: RC
CITY: IMPERIAL
SUPER: JOE
PO:
JOB ID: 16245

951.788-8783
UST #: 855764

QUANTITY	DESCRIPTION	DELIVERY/PICKUP DATE	TAX	CHARGE
19- RENTAL) 31 DAYS	1 ROAD CLOSED AHEAD 11-30-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:189953-00 11/30/2017	N	31.00
2 RENTAL) 24 DAYS	3 ROAD CLOSED 12-07-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:189964-00 12/07/2017	N	72.00
4-CONE RENTAL) 31 DAYS	50 DAY NITE CONES 11-30-2017 TO 12-30-2017 DAILY RATE: .65	ORDER:189953-00 11/30/2017	N	1,027.50
4-CONE RENTAL) 30 DAYS	50 DAY NITE CONES 12-01-2017 TO 12-30-2017 DAILY RATE: .65	ORDER:189954-00 12/01/2017	N	975.00
20-2 RENTAL) 30 DAYS	2 C14 END ROAD WORK 12-01-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:189954-00 12/01/2017	N	60.00
1-10L RENTAL) 30 DAYS	1 C5L DETOUR ARROW LEFT 12-01-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:189954-00 12/01/2017	N	30.00
1-10R RENTAL) 30 DAYS	3 C5R DETOUR ARW RIGHT 12-01-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:189954-00 12/01/2017	N	90.00

1/2



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DAMAGES AND LOST MATERIALS
PER THE TERMS AND CONDITIONS
ON REVERSE. And subject to a 1-1/2%
late charge over 30 days. (But not to
exceed the maximum legal rate).

HUBZONE/SHA/WBE CSLB No. 791667

Remit To: 1616 West Avenue, National City, CA 91950 • (619) 299-5100 • Fax (619) 542-0763
Branch: 105 W. Main Street, El Centro, CA 92243 • (760) 336-3044 • Fax (760) 336-3067

INVOICE

www.acmesafetysupply.com
INVOICE #: 121671-00 DATE: 12/30/2017

ACME SAFETY & SUPPLY CO.

IAL HAYS CONSTRUCTION INC.
835 CHICAGO AVENUE, SUITE C
RIVERSIDE, CA. 92507 NEED P04 & J06

JOB: 16245
LOCATION: HWY B6 AND NECKEL RD
AREA: TAX AREA: RC
CITY: IMPERIAL
SUPER: JOE
PO:
JOB ID: 16245

951-788-0743
JST #: 055764

INVEN ID	QUANTITY	DESCRIPTION	DELIVERY/PICKUP DATE	TAX	CHARGE
11-2 RENTAL)	2	C2 ROAD CLOSED	ORDER:109953-00 11/30/2017		
31 DAYS		11-30-2017 TO 12-30-2017 DAILY RATE: 1.00		N	62.00
11-4 RENTAL)	1	ROAD CLOSED TO THRU TRAF	ORDER:109969-00 12/07/2017		
24 DAYS		12-07-2017 TO 12-30-2017 DAILY RATE: 1.00		N	24.00
3-1 RENTAL)	1	R16 NO RIGHT TURN	ORDER:109953-00 11/30/2017		
31 DAYS		11-30-2017 TO 12-30-2017 DAILY RATE: 1.00		N	31.00
3-2 RENTAL)	3	R17 NO LEFT TURN	ORDER:109953-00 11/30/2017		
31 DAYS		11-30-2017 TO 12-30-2017 DAILY RATE: 1.00		N	93.00
C3 RENTAL)	1	DETOUR ARROW UP	ORDER:109953-00 11/30/2017		
31 DAYS		11-30-2017 TO 12-30-2017 DAILY RATE: 1.00		N	31.00
C3 RENTAL)	3	DETOUR ARROW UP	ORDER:109954-00 12/01/2017		
30 DAYS		12-01-2017 TO 12-30-2017 DAILY RATE: 1.00		N	98.00
3 RENTAL)	5	TYPE III BARRICADE 4'X5'	ORDER:109953-00 11/30/2017		
31 DAYS		11-30-2017 TO 12-30-2017 DAILY RATE: 1.50		N	232.50

1/2



ACME SAFETY & SUPPLY CORP.

CAUTION CAUTION CAUTION
EVERY JOB BEGINS & ENDS WITH OUR SERVICE

DAMAGES AND LOST MATERIALS
PER THE TERMS AND CONDITIONS
ON REVERSE. And subject to a 1-1/2%
late charge over 30 days. (But not to
exceed the maximum legal rate).

HUBZONE/SDA/WBE CSLB No. 791667

Remit To: 1616 West Avenue, National City, CA 91950 • (619) 299-5100 • Fax (619) 542-0763
Branch: 105 W. Main Street, El Centro, CA 92243 • (760) 336-3044 • Fax (760) 336-3067

www.acmesafetysupply.com

ACME SAFETY & SUPPLY CO.

INVOICE #: 121691-00 DATE: 12/30/2017

HAL HAYS CONSTRUCTION INC.
1835 CHICAGO AVENUE, SUITE C
RIVERSIDE, CA. 92507 NEED PO# & JOB

JOB: 16245
LOCATION: HWY 86 AND NECKEL RD
AREA: TAX AREA: RC
CITY: IMPERIAL
SUPER: JOE
PO:
JOB ID: 16245

(951) 788-0703
CUST #: 055764

INVEN ID	QUANTITY	DESCRIPTION	DELIVERY/PICKUP DATE	TAX	CHARGE
120-1 RENTAL) 31 DAYS	1	C18 ROAD CONST. AHEAD 11-30-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER: 109953-00 11/30/2017	N	31.00
120-2 RENTAL) 31 DAYS	2	DETOUR AHEAD 11-30-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER: 109953-00 11/30/2017	N	62.00
20-2 RENTAL) 30 DAYS	1	DETOUR AHEAD 12-01-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER: 109954-00 12/01/2017	N	30.00
20-3 RENTAL) 30 DAYS	4	ROAD CLOSED AHEAD 12-01-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER: 109954-00 12/01/2017	N	120.00
20-5 RENTAL) 24 DAYS	2	RIGHT LANE CLOSED 12-07-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER: 109969-00 12/07/2017	N	48.00
20-5 RENTAL) 24 DAYS	2	RIGHT LANE CLOSED 12-07-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER: 109969-00 12/07/2017	N	48.00
NONTAXABLE	RENTALS	SALES	SERVICE		
DISCOUNTS	3,168.00				3,168.00
TAXABLE					
TAX					
TOTAL	3,168.00				3,168.00

1/2

1584.00

EVERY ORDER IS SUBJECT TO A MINIMUM JOB CHARGE

CHANGE ORDER

CEM-4900 (REV 05/2015)

Sheet 1 of 1Change Requested by: ☐ Engineer ☒ Contractor

CHANGE ORDER NO. 12	SUPPL. NUMBER	CONTRACT NUMBER Bid No. 2016-07	CO-RTE-PM Neckel Rd and SR-86	FEDERAL NUMBER(S) HSIP 5134(013)
------------------------	---------------	------------------------------------	----------------------------------	-------------------------------------

TO

Hal Hays Construction Inc.

, contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.**

Description of work to be done, estimate of quantities, and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

Change Order No. 12:

Contractor to Provide Permanent Barricade at NW Corner per RFI No. 5

Contract Summary:

Original Contract:	\$ 616,161.00
Change Order No. 1:	\$ 24,716.24
Change Order No. 3:	\$ 4,756.02
Change Order No. 4:	\$ 3,229.67
Change Order No. 7:	\$ 2,070.07
Change Order No. 8:	\$ 35,944.61
Change Order No. 9:	\$ 6,342.13
Change Order No. 10:	\$ 11,534.34
Change Order No. 11:	\$ 6,645.37

Change Order No. 12: \$ 9,134.97

New Contract Amount: \$ 720,534.42

Contract Days Summary:

Original Contract Days:	60 Calendar Days
Previous Change Order Additional Days	65 Calendar Days
Original Contract Date of Completion:	

Additional Contract Days (Change Order No. 012): 0 Calendar Days

New Contract Date of Completion:

Estimated Cost: ☒ Increase ☐ Decrease \$ 9,134.97

For this order, the time of completion will be adjusted as follows: Additional 0 Calendar Days

SUBMITTED BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
-----------	------------------------	------

APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Carlos Beltran, P.E., Resident Engineer	1/25/2018

ENGINEER APPROVAL BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Jesus Villegas, City Project Manager	

We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
-----------	------------------------	------



COR/NOC NO: 012
SUBMITTED BY: Tifani Barnes
SUBJECT: RFI No. 005

DATE ISSUED: 1/19/2018

CONTRACT NO: HSIP-5134(013)

Drawings & Details: RFI No. 005
Location/Building: Imperial, CA
Reference Document: Revised Barricade

Specifications: _____
Discipline: _____

DESCRIPTION:

Provide and install revised barricade at existing power poles per the response to RFI No. 005

Contractor: Hal Hays Construction Inc.

Proposed Change in Contract Scope: _____

Cost: \$ 9,134.97 Request Time Extension: 0 Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Inc. Date: 1/19/2018

Client: _____

Select One: Agreed Cost / Credit \$ _____ Agreed Time Extension: _____ Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Date: _____

CM: _____ Date: _____

Owner: _____ Date: _____

DATE: 1/19/2018

SPEC. SECTION:

SUBTOTAL FOR CONTRACTOR SELF PERFORMANCE AND SUBCONTRACT WORK	\$	9,085.00
Bond 0.55%	\$	<u>49.97</u>
COR TOTAL	\$	9,134.97

ALL VALLEY FENCE & SUPPLY, INC.

DAVID BERNAL

SALES

164 N. "O" STREET / P.O. BOX 187

IMPERIAL, CA. 92251

PH: 760-355-7007 FAX 760-355-7010

DATE:

1-18-18

TO:

HAL HAYS

RE:

811 86

PLEASE ACCEPT THIS LETTER AS WRITTEN CONFIRMATION OF OUR BID FOR THE ABOVE REFERRED PROJECT.

BASE BID:

\$ 8,640⁰⁰

FURNISHED / INSTALLED

SCOPE OF WORK

* 1-11' 6" X 5' (H) BARRICADE

W/ 2x8 WOOD PLANKS, 4x4 REDWOOD

POSTS, 2' SETS W/ 4000 PSI

EXCLUSIONS:

PERMITS, STAKING, GRADING, UNDERGROUND, GROUNDING, REFLECTIVE TAPE

ADDENDUMS:

IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT ME.

DAVID BERNAL





CONTRACT NUMBER:		REQUEST FOR INFORMATION		RFI NUMBER:	
CONTRACT TITLE: Neckel Rd Intersection Improvements City of Imperial 005					
PRIME CONTRACTOR: Hal Hays Construction Inc.			SUBCONTRACTOR/SUPPLIER:		
SUBJECT/TITLE OF RFI: Barricade Confirmation		Contractural:		Originator Tifani Barnes	Recipient Carlos Beltran
DRAWING(S): C6		DETAIL(S):		SPECIFICATION: N/A	CPM ACTIVITY NUMBER
COST IMPACT		TBD			
SCHEDULE IMPACT		TBD			
INFORMATION REQUESTED & RECOMMENDED SOLUTION:					
Sheet C6, Construction Legend No. 8 is called out for a barricade at the northwest corner of Neckel Road, however, there is no detail for type of barricade indicated. Sheets C10 and C11, Street Signing Legend No. 1 indicates a Type 1 barricade, however, this keynote is not indicated on the plans. RFI No. 001 clarified the type of barricade shown on Sheet C9, which is indicated as Construction Note 12, however, this barricade is 1,000 ft. from the intersection. The bid documents only indicate a quantity of one (1) barricade. Please clarify what type of barricade Construction No. 8 is to be.					
Date Response Required By:		11/15/2017		Signature:	Date: 11/8/2017
From: Dynamic Engineering To: Prime Contractor RECOMMENDATION:					
Signature:			Date:		
The RFI system is intended to provide an efficient mechanism for responding to contractor's request for information ONLY. This system DOES NOT authorize the contractor to proceed with work - to do so, the contractor proceeds at his own risk. If the contractor considers the RFI response a changed condition, written notice to the Contracting Office is required within 20 calendar days.					
DISTRIBUTION:		HHCI			

HORIZONTAL AND VERTICAL COORDINATES			
LEGEND	EASTING	NORTHING	DESCRIPTION
1	6,270,000.00	1,000,000.00	POINT OF BEGINNING
2	6,270,000.00	1,000,000.00	POINT OF BEGINNING
3	6,270,000.00	1,000,000.00	POINT OF BEGINNING
4	6,270,000.00	1,000,000.00	POINT OF BEGINNING
5	6,270,000.00	1,000,000.00	POINT OF BEGINNING
6	6,270,000.00	1,000,000.00	POINT OF BEGINNING
7	6,270,000.00	1,000,000.00	POINT OF BEGINNING
8	6,270,000.00	1,000,000.00	POINT OF BEGINNING
9	6,270,000.00	1,000,000.00	POINT OF BEGINNING
10	6,270,000.00	1,000,000.00	POINT OF BEGINNING
11	6,270,000.00	1,000,000.00	POINT OF BEGINNING
12	6,270,000.00	1,000,000.00	POINT OF BEGINNING
13	6,270,000.00	1,000,000.00	POINT OF BEGINNING
14	6,270,000.00	1,000,000.00	POINT OF BEGINNING
15	6,270,000.00	1,000,000.00	POINT OF BEGINNING
16	6,270,000.00	1,000,000.00	POINT OF BEGINNING
17	6,270,000.00	1,000,000.00	POINT OF BEGINNING
18	6,270,000.00	1,000,000.00	POINT OF BEGINNING
19	6,270,000.00	1,000,000.00	POINT OF BEGINNING
20	6,270,000.00	1,000,000.00	POINT OF BEGINNING

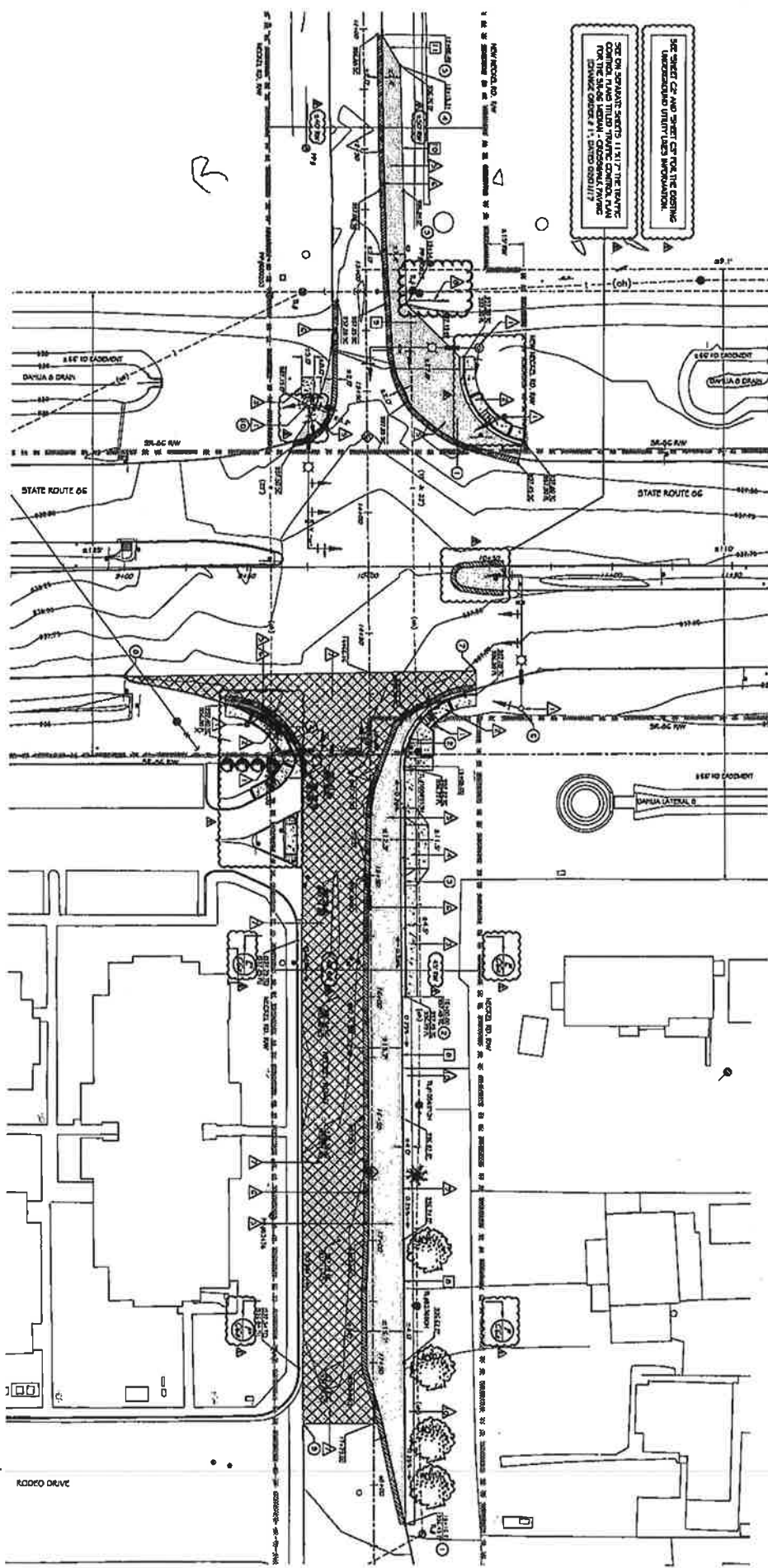
CHECK LINE DATA			
No.	Stationing	Station	Remarks
1	0+00	0+00	START OF ROAD
2	0+00	0+00	START OF ROAD
3	0+00	0+00	START OF ROAD
4	0+00	0+00	START OF ROAD
5	0+00	0+00	START OF ROAD
6	0+00	0+00	START OF ROAD
7	0+00	0+00	START OF ROAD
8	0+00	0+00	START OF ROAD
9	0+00	0+00	START OF ROAD
10	0+00	0+00	START OF ROAD
11	0+00	0+00	START OF ROAD
12	0+00	0+00	START OF ROAD
13	0+00	0+00	START OF ROAD
14	0+00	0+00	START OF ROAD
15	0+00	0+00	START OF ROAD
16	0+00	0+00	START OF ROAD
17	0+00	0+00	START OF ROAD
18	0+00	0+00	START OF ROAD
19	0+00	0+00	START OF ROAD
20	0+00	0+00	START OF ROAD

EDGE OF PAVEMENT LINE DATA			
No.	Stationing	Station	Remarks
1	0+00	0+00	START OF ROAD
2	0+00	0+00	START OF ROAD
3	0+00	0+00	START OF ROAD
4	0+00	0+00	START OF ROAD
5	0+00	0+00	START OF ROAD
6	0+00	0+00	START OF ROAD
7	0+00	0+00	START OF ROAD
8	0+00	0+00	START OF ROAD
9	0+00	0+00	START OF ROAD
10	0+00	0+00	START OF ROAD
11	0+00	0+00	START OF ROAD
12	0+00	0+00	START OF ROAD
13	0+00	0+00	START OF ROAD
14	0+00	0+00	START OF ROAD
15	0+00	0+00	START OF ROAD
16	0+00	0+00	START OF ROAD
17	0+00	0+00	START OF ROAD
18	0+00	0+00	START OF ROAD
19	0+00	0+00	START OF ROAD
20	0+00	0+00	START OF ROAD

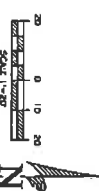
NEW CONSTRUCTION LEGEND (NECKEL RD)			
Symbol	Description	Symbol	Description
1	NEW PAVEMENT	11	NEW SIDEWALK
2	NEW CURB	12	NEW DRAINAGE
3	NEW SIGNAL	13	NEW LIGHT
4	NEW SIGN	14	NEW FENCE
5	NEW TREE	15	NEW BUSH
6	NEW GRASS	16	NEW SAND
7	NEW GRAVEL	17	NEW ASPHALT
8	NEW CONCRETE	18	NEW BRICK
9	NEW STONE	19	NEW TILE
10	NEW GLASS	20	NEW METAL

PROJECT INFORMATION			
Project Number	11-14-101-0078	Project Name	NECKEL RD
Client	City of Imperial	Address	400 SOUTH IMPERIAL AVENUE, IMPERIAL, CA 92251
Design Engineer	DATE	Check Engineer	DATE
CHAI WEE CHEN # 1			

REVISIONS			
No.	Description	Date	By
1	1st CALTRANS	08/25/11	AF
2	2nd CALTRANS	09/08/11	AF
3	3rd CALTRANS	09/15/11	AF
4	4th CALTRANS	09/15/11	AF
5	5th CALTRANS	09/15/11	AF
6	6th CALTRANS	09/15/11	AF
7	7th CALTRANS	09/15/11	AF
8	8th CALTRANS	09/15/11	AF
9	9th CALTRANS	09/15/11	AF
10	10th CALTRANS	09/15/11	AF



NECKEL ROAD
PLAN VIEW (2 PM 5.24) FROM STA. 12+50 TO 16+50
SCALE 1"=20'



PROJECT DESCRIPTION
NEW TRAFFIC SIGNAL LIGHT AND INTERSECTION IMPROVEMENTS AT SR-66 & NECKEL ROAD (HSP 5154-0131)

DRAWING DESCRIPTION
PROPOSED LAYOUT PLAN (NECKEL RD)

LOCATION
IMPERIAL, CA 92251

CITY OF IMPERIAL
APPROVED FOR CONSTRUCTION

JOHN VILLALBA - PROJECT MANAGER

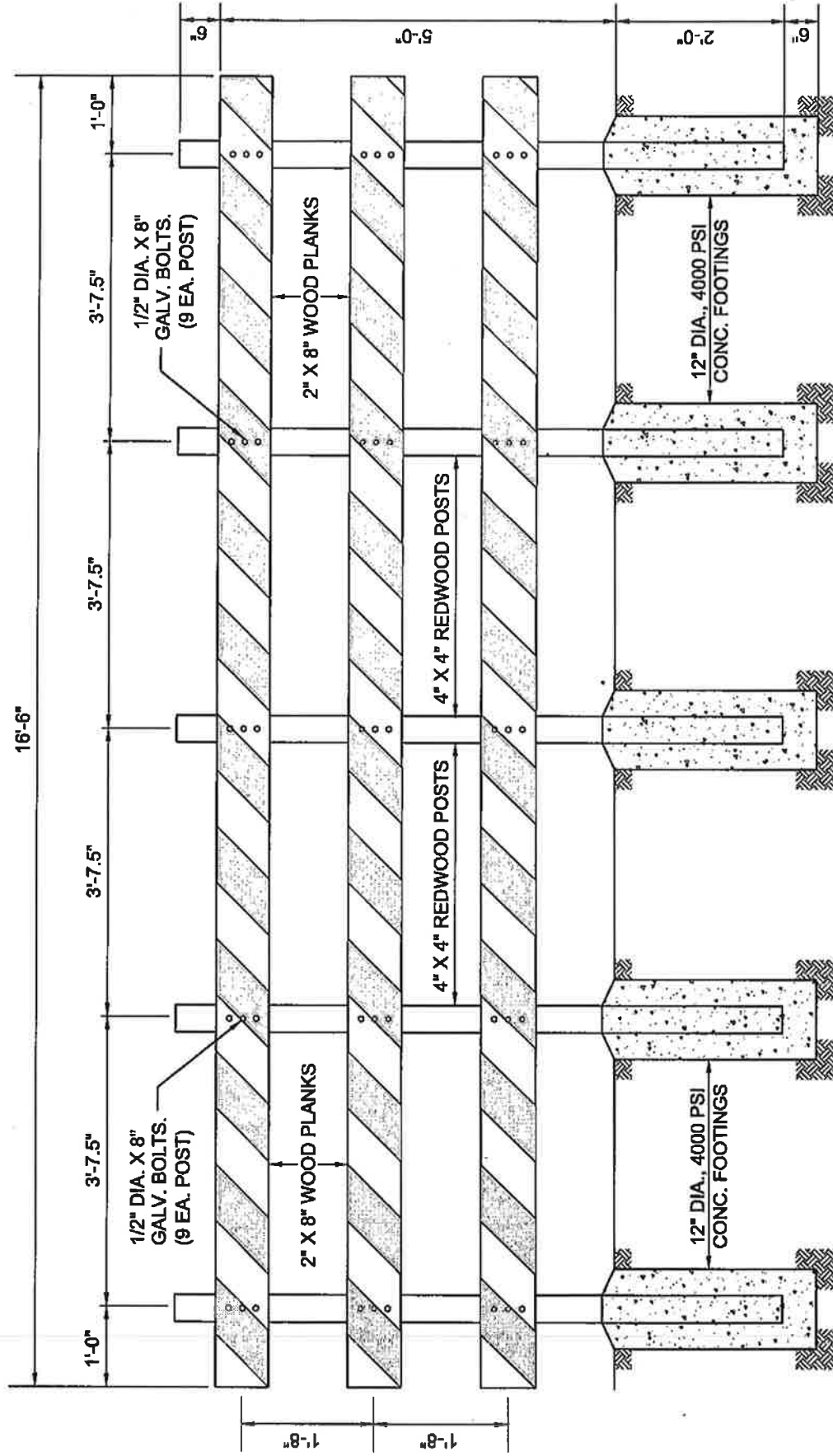
CLIENT: CITY OF IMPERIAL
ADDRESS: 400 SOUTH IMPERIAL AVENUE, IMPERIAL, CA 92251
TELEPHONE: (760) 315-4311

DATE: 01/12/11

PROJENET

DATE: 01/12/11

DATE: 01/12/11



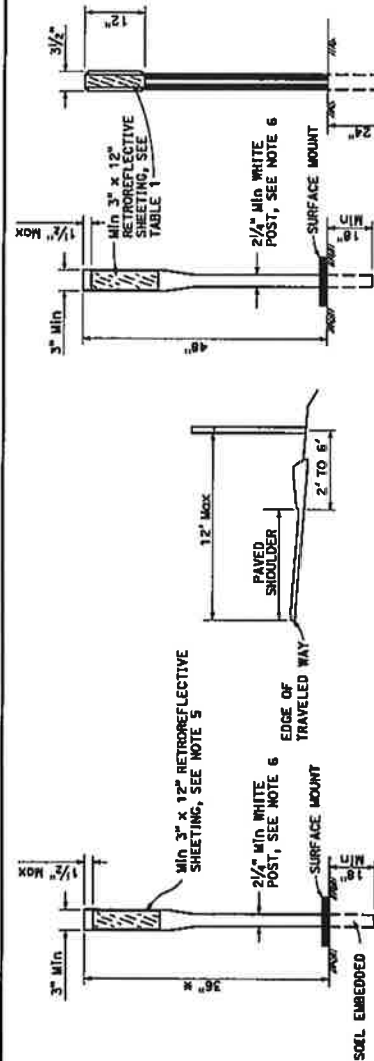
(*) HORIZONTAL WOOD PLANK STRIPES AND INSTALLATION TO BE ACCORDING TO CALTRANS STANDARD DETAIL A73C FOR TYPE III BARRICADE (See Page 2/2)

Not to Scale



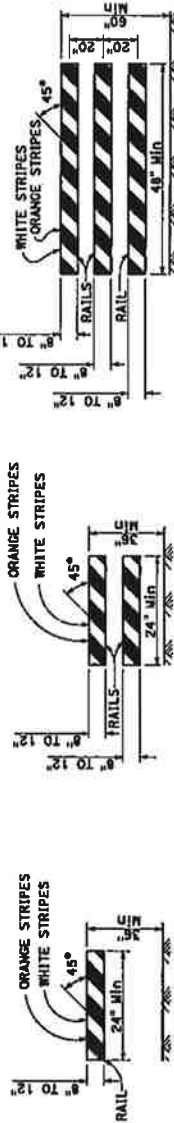
DIST.	COUNTY	ROUTE	POST MILES	TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Alfred J. Farnsworth
REGISTERED CIVIL ENGINEER
October 30, 2015
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
I HEREBY CERTIFY THAT THE ABOVE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.
COPIES OF THIS PLAN SHEET:



CLASS 1 FLEXIBLE POST DELINEATORS
CLASS 2 METAL POST
See Note 4

* 36" min where speeds are 40 miles/h or less.
CHANNELIZERS



TYPE I BARRICADE
See Note A
TYPE II BARRICADE
BARRICADES (See Note 3)
Only face of rail shown. Barricade construction materials and supports as specified in the specifications.

TABLE 2 - BARRICADES		TYPE I	TYPE II	TYPE III
WIDTH OF RAIL	8" Min - 12" Max *	8" Min - 12" Max *	8" Min - 12" Max *	8" Min - 12" Max *
LENGTH OF RAIL	24' Min	24' Min	24' Min	48' Min
WIDTH OF STRIPES **	6"	6"	6"	6"
HEIGHT	36" Min	36" Min	36" Min	60" Min
NUMBER OF RETROREFLECTIVE RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTION

* For the wooden option dimensions are nominal lumber dimensions.
** For rails less than 36" long, 4" wide stripes shall be used.

NOTE A:

Barricades to have a minimum of 270 square inches of retroreflective area facing traffic when used on freeways, expressways, and other high speed highways.

TABLE 1 - DELINEATORS		RETROREFLECTIVE SHEETING
TYPE		
E	FRONT	WHITE
F	BACK	WHITE (SEE NOTE 1)
G	WHITE	NONE
H	YELLOW	NONE
J	RED	NONE

NOTES:

1. The retroreflective sheeting used on the back of delineator shall be a minimum size of 3' x 3'.
2. The type of delineator to be installed will be designated on the plans.
3. All barricade stripes shall be retroreflective and sloped downward in the direction of the opened traffic lane.
4. See Standard Plan A73B for Metal Post Details.
5. Unless shown otherwise on the plans, or as indicated by the notes, the sheeting for the retroreflective sheeting for permanent channelizers shall conform to the color of the pavement markings it supplements.
6. Except Class 1 (Flexible Post) temporary delineator and temporary channelizers in work zones shall be orange post with white retroreflective sheeting.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**DELINEATORS, CHANNELIZERS
AND BARRICADES**

NO SCALE

A73C

CHANGE ORDER

CEM-4900 (REV 05/2015)

Sheet 1 of 1Change Requested by: ☐ Engineer ☒ Contractor

CHANGE ORDER NO. 13	SUPL. NUMBER	CONTRACT NUMBER Bid No. 2016-07	CO-RTE-PM Neckel Rd and SR-86	FEDERAL NUMBER(S) HSIP 5134(013)
------------------------	--------------	------------------------------------	----------------------------------	-------------------------------------

TO

Hal Hays Construction Inc.

, contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.**

Description of work to be done, estimate of quantities, and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

Change Order No. 13:

Traffic Control Inspection (Watch) due to Work Stoppage from 1/15/2018 to 1/19/2018

Contract Summary:

Original Contract: \$ 616,161.00

Change Orders No. 1, 3, 4 and 7: \$ 34,772.00

Change Order No. 8, 9, 10, 11 and 12: \$ 69,601.42

Change Order No. 13: \$ 4,832.82

New Contract Amount: \$ 725,367.24

Contract Days Summary:

Original Contract Days: 60 Calendars Days

Previous Change Order Additional Days 65 Calendar Days

Original Contract Date of Completion:

Additional Contract Days (Change Order No. 013): 7 Calendar Days

New Contract Date of Completion:

Estimated Cost: ☒ Increase ☐ Decrease \$ 4,832.82

For this order, the time of completion will be adjusted as follows: Additional 7 Calendar Days

SUBMITTED BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
-----------	------------------------	------

APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME AND TITLE) Carlos Beltran, P.E., Resident Engineer	DATE 1/25/2018
-----------	---	-------------------

ENGINEER APPROVAL BY

SIGNATURE	(PRINT NAME AND TITLE) Jesus Villegas, City Project Manager	DATE
-----------	--	------

We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
-----------	------------------------	------



COR/NOC NO: 013
SUBMITTED BY: Tifani Barnes
SUBJECT: Traffic Control Watch

DATE ISSUED: 1/19/2018

CONTRACT NO: HSIP-5134(013)

Drawings & Details:

Location/Building: Imperial, CA
Reference Document: Traffic Control Watch

Specifications:

Discipline: _____

DESCRIPTION:

Provide ongoing superintendent to review traffic control to ensure all traffic control is in place while the project is shut down due to design issues from 1/15/18 through 1/19/18.

Contractor: Hal Hays Construction Inc.

Proposed Change in Contract Scope:

Cost: \$ 4,833.82 Request Time Extension: 7 Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Inc. Date: 1/19/2018

Client:

Select One: Agreed Cost / Credit \$ _____ Agreed Time Extension: _____ Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Date: _____

CM: _____ Date: _____

Owner: _____ Date: _____

DATE: 1/19/2018

COR No. 013
Traffi Control Watch

SPEC. SECTION:

CONTRACTOR PERFORMANCE

DESCRIPTION		MATERIAL					LABOR					EQUIPMENT			
		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION
Superintendent					\$ -		1	WEEK	2500	\$ 2,500.00					\$ -
Project Manager					\$ -		0.25	WEEK	2500	\$ 625.00					\$ -
					\$ -					\$ -					\$ -
					\$ -					\$ -					\$ -
Superintendent Lodging					\$ -					\$ -	1	LS	332.00		\$ 332.00
Fuel - See Attached					\$ -					\$ -	1	LS	179.85		\$ 179.85
					\$ -					\$ -					\$ -
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COLUMN TOTALS					\$ -					\$ 3,125.00					\$ 511.65
MARK-UPS	20%				\$ -	35%				\$ 1,093.75	15%				\$ 76.78
CONTRACTOR TOTAL					\$ -					\$ 4,218.75					\$ 588.63

SUBCONTRACTOR PERFORMANCE

DESCRIPTION		MATERIAL & LUMP SUM					LABOR					EQUIPMENT			
		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION
									\$ -				\$ -		
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SUBTOTAL FOR CONTRACTOR SELF PERFORMANCE AND SUBCONTRACT WORK	\$	4,807.38
Bond 0.55%	\$	26.44
COR TOTAL	\$	4,833.82

*** REPRINT *** REPRINT *** REPRINT ***

UNITED PACIFIC 1443
115 E. BARIONI BLVD
IMPERIAL CA 92251

UNITED PACIFIC 1443
09439555

115 E BARIONI BLVD
IMPERIAL, CA
01/10/2018 32798615
11:22:32 AM

4927
VOYAGER

INVOICE 111833
AUTH 00-237287
REF010145310181118
000 16245

PUMP# 1
REGULAR 15.4500
PRICE/GAL 93.995

FUEL TOTAL 8.5100

*** REPRINT *** REPRINT *** REPRINT ***

CREDIT \$ 51.00

*** REPRINT *** REPRINT *** REPRINT ***

Batch: 1 Seq Num: 14

Term ID: 1

Workstation ID: 00

Your opinion

counts: Enter to

Win 1 of 60 \$25

gas gift cards!!!

Provide feedback

www.gasvisit.com

TRAFFIC CONTROL
11/10/18

*** REPRINT *** REPRINT *** REPRINT ***

UNITED PACIFIC 1443
115 E. BARIONI BLVD
IMPERIAL CA 92251

UNITED PACIFIC 1443

09439555

115 E BARIONI BLVD

IMPERIAL, CA

01/12/2018 32798968

07:00:56 AM

4927

VOYAGER

INVOICE 065651

AUTH 00-868798

REF160010112180656

ODO 16245

PUMP# 3

REGULAR 22.103G

PRICE/GAL \$3.099

FUEL TOTAL \$ 68.50

*** REPRINT *** REPRINT *** REPRINT ***

CREDIT \$ 68.50

*** REPRINT *** REPRINT *** REPRINT ***

Batch: 16 Seq Num: 1

Term ID: 3

Workstation ID: 00

Your opinion

counts! Enter to

Win 1 of 60 \$25

gas gift cards!!!

Provide feedback

www.gasvisit.com

Want Free Gas?
Register to Win At

ARCO GASOLINE

ARCO AMPM #42250
3885 VALLEY WAY
RUBIDUOX, CA
ARCO42250001
Verifone Gold Disk

PRE-AUTHORIZED RECEIPT

Description	Qty	Amount
PREPAY CA #11		60.00
debitfee	1	0.35
Subtotal		60.35
Tax		0.00
TOTAL		60.35
PREAUTH	\$	60.35

Prepay Receipt
DEBIT \$60.35
Acct/Card #: XXXXXXXX4438
Auth #: 097234
Resp Code: 000
Stan: 0109535285
Reference: 75589

APP LABEL : US DEBIT
AID : A0000000980840
APP CRYPTOGRAM : TC 299EF84B8CA3D4AC
ENTRY METHOD : Chip

SITE ID: ARCO42250001
MERCHANT COPY

PIN USED
NO SIGNATURE NEEDED

CHANGE ORDER

CEM-4900 (REV 05/2015)

Sheet 1 of 1Change Requested by: ☐ Engineer ☒ Contractor

CHANGE ORDER NO. 16	SUPPL. NUMBER	CONTRACT NUMBER Bid No. 2016-07	CO-RTE-PM Neckel Rd and SR-86	FEDERAL NUMBER(S) HSIP 5134(013)
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TO

Hal Hays Construction Inc.

, **contractor**

*You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.***

Description of work to be done, estimate of quantities, and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

Change Order No. 16:

Traffic Control Rental and Inspection (Watch) due to Work Stoppage from 1/15/2018 to 1/31/2018

Contract Summary:

Original Contract:	\$ 616,161.00
Change Orders No. 1, 3, 4 and 7:	\$ 34,772.00
Change Order No. 8, 9, 10, 11 and 12:	\$ 69,601.42
Change Order No. 13:	\$ 4,832.82
Change Order No. 14:	\$ 26,419.95
Change Order No. 15:	\$ 29,968.70

Change Order No. 16:	\$ 13,717.40
----------------------	--------------

New Contract Amount:	\$ 795,473.29
----------------------	---------------

Contract Days Summary:

Original Contract Days:	60 Calendars Days
Previous Change Order Additional Days	97 Calendar Days

Original Contract Date of Completion:

Additional Contract Days (Change Order No. 016): 10 Calendar Days

New Contract Date of Completion:

Estimated Cost: ☒ Increase ☐ Decrease \$ 13,717.40

For this order, the time of completion will be adjusted as follows: Additional 10 Calendar Days

SUBMITTED BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
-----------	------------------------	------

APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME AND TITLE) Carlos Beltran, P.E., Resident Engineer	DATE 1/31/2018
-----------	---	-------------------

ENGINEER APPROVAL BY

SIGNATURE	(PRINT NAME AND TITLE) Jesus Villegas, City Project Manager	DATE
-----------	--	------

We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
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COR/NOC NO: 016
SUBMITTED BY: Tifani Barnes
SUBJECT: Traffic Control Rental and Watch

DATE ISSUED: 1/26/2018

CONTRACT NO: HSIP-5134(013)

Drawings & Details: _____
Location/Building: Imperial, CA
Reference Document: Traffic Control Rental and Watch

Specifications: _____
Discipline: _____

DESCRIPTION:

Provide ongoing superintendent to review traffic control to ensure all traffic control is in place while the project is shut down due to design issues. All costs associated with traffic control rental from 1/15/18 - 1/31/18.

Contractor: Hal Hays Construction Inc.

Proposed Change in Contract Scope: _____

Cost: \$ 13,717.40 Request Time Extension: 10 Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Inc. Date: 1/26/2018

Client:

Select One: Agreed Cost / Credit \$ _____ Agreed Time Extension: _____ Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Date: _____

CM: _____ Date: _____

Owner: _____ Date: _____

DATE: 1/26/2018

SPEC. SECTION:

DESCRIPTION		MATERIAL					LABOR					EQUIPMENT			
		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION
Superintendent					\$ -		1	WEEK	2500	\$ 2,500.00				\$ -	
Project Manager					\$ -		0.25	WEEK	2500	\$ 625.00				\$ -	
					\$ -					\$ -				\$ -	
					\$ -					\$ -				\$ -	
Traffic Control Devices					\$ -					\$ -	1	LS	1,584.00	\$ 1,584.00	
Flashing Arrow Boards					\$ -					\$ -	1	LS	1,188.00	\$ 1,188.00	
K-Rail Rental					\$ -					\$ -	1	LS	4,988.50	\$ 4,988.50	
Temporary Restroom/Handwash					\$ -					\$ -	1	LS	433.95	\$ 433.95	
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COLUMN TOTALS					\$ -					\$ 3,125.00				\$ 8,194.45	
MARK-UPS	20%				\$ -	35%				\$ 1,093.75	15%			\$ 1,229.17	
CONTRACTOR TOTAL					\$ -					\$ 4,218.75				\$ 9,423.62	

DESCRIPTION		MATERIAL & LUMP SUM					LABOR					EQUIPMENT			
		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION
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SUB TOTAL					\$ -				\$ -					\$ -	
TAX	0%				\$ -				\$ -					\$ -	
GC MARKUP ON SUBCONTRACTOR	15%				\$ -				\$ -					\$ -	
SUBCONTRACTOR TOTAL					\$ -				\$ -					\$ -	

SUBTOTAL FOR CONTRACTOR SELF PERFORMANCE AND SUBCONTRACT WORK	\$	13,642.37
Bond 0.55%	\$	75.03
COR TOTAL	\$	13,717.40



ACME SAFETY & SUPPLY CORP.

CAUTION CAUTION CAUTION
EVERY JOB BEGINS & ENDS WITH OUR SERVICE

DAMAGES AND LOST MATERIALS
PER THE TERMS AND CONDITIONS
ON REVERSE. And subject to a 1-1/2%
late charge over 30 days. (But not to
exceed the maximum legal rate).

HUBZONE/SBA/WBE/CSLB No. 791667

Remit To: 1616 West Avenue, National City, CA 91950 • (619) 299-5100 • Fax (619) 542-0763

Branch: 105 W. Main Street, El Centro, CA 92243 • (760) 336-3044 • Fax (760) 336-3067

INVOICE

www.acmesafetyandsupply.com

ACME SAFETY & SUPPLY CO.

INVOICE #: 121691-08 DATE: 12/30/2017

AL HAYS CONSTRUCTION INC.
835 CHICAGO AVENUE, SUITE C
IVERSIDE, CA. 92507 NEED PO# & JOB

JOB: 16245
LOCATION: HWY 86 AND NECKEL RD
AREA: TAX AREA: RC
CITY: IMPERIAL
SUPER: JOE
PO:
JOB ID: 16245

951)788-0703
UST #: 055764

QUANTITY	DESCRIPTION	DELIVERY/PICKUP DATE	TAX	CHARGE
19- RENTAL) 31 DAYS	1 ROAD CLOSED AHEAD 11-30-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:109953-08 11/30/2017	N	31.00
2 RENTAL) 24 DAYS	3 ROAD CLOSED 12-07-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:109949-08 12/07/2017	N	72.00
4-CONE RENTAL) 31 DAYS	50 DAY NITE CONES 11-30-2017 TO 12-30-2017 DAILY RATE: .65	ORDER:109953-08 11/30/2017	N	1,007.50
4-CONE RENTAL) 30 DAYS	50 DAY NITE CONES 12-01-2017 TO 12-30-2017 DAILY RATE: .65	ORDER:109954-08 12/01/2017	N	975.00
20-2 RENTAL) 30 DAYS	2 C14 END ROAD WORK 12-01-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:109954-08 12/01/2017	N	60.00
1-10L RENTAL) 30 DAYS	1 C5L DETOUR ARROW LEFT 12-01-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:109954-08 12/01/2017	N	30.00
1-10R RENTAL) 30 DAYS	3 C5R DETOUR ARW RIGHT 12-01-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:109954-08 12/01/2017	N	90.00

1/2



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ON REVERSE. And subject to a 1-1/2%
late charge over 30 days. (But not to
exceed the maximum legal rate).

Remit To: 1616 West Avenue, National City, CA 91950 • (619) 299-5100 • Fax (619) 542-0763
Branch: 105 W. Main Street, El Centro, CA 92243 • (760) 336-3044 • Fax (760) 336-3067

ACME SAFETY & SUPPLY CO.

www.acmesafetyandsupply.com
INVOICE #: 121691-00 DATE: 12/30/2017

AL HAYS CONSTRUCTION INC.
835 CHICAGO AVENUE, SUITE C
RIVERSIDE, CA. 92507 NEED PO# & JOB

JOB: 16245
LOCATION: HWY 86 AND NECKEL RD
AREA: TAX AREA: RC
CITY: IMPERIAL
SUPER: JOE
PO:
JOB ID: 16245

951-788-8783
UST #: 055764

QUANTITY	DESCRIPTION	DELIVERY/PICKUP DATE	TAX	CHARGE
2	C2 ROAD CLOSED	ORDER:109953-00 11/30/2017		
RENTAL)	11-30-2017 TO 12-30-2017			
31 DAYS	DAILY RATE: 1.00		N	62.00
1	ROAD CLOSED TO THRU TRAF	ORDER:109969-00 12/07/2017		
RENTAL)	12-07-2017 TO 12-30-2017			
24 DAYS	DAILY RATE: 1.00		N	24.00
1	R16 NO RIGHT TURN	ORDER:109953-00 11/30/2017		
RENTAL)	11-30-2017 TO 12-30-2017			
31 DAYS	DAILY RATE: 1.00		N	31.00
3	R17 NO LEFT TURN	ORDER:109953-00 11/30/2017		
RENTAL)	11-30-2017 TO 12-30-2017			
31 DAYS	DAILY RATE: 1.00		N	93.00
1	DETOUR ARROW UP	ORDER:109953-00 11/30/2017		
RENTAL)	11-30-2017 TO 12-30-2017			
31 DAYS	DAILY RATE: 1.00		N	31.00
3	DETOUR ARROW UP	ORDER:109954-00 12/01/2017		
RENTAL)	12-01-2017 TO 12-30-2017			
30 DAYS	DAILY RATE: 1.00		N	98.00
5	TYPE III BARRICADE 4'X5'	ORDER:109953-00 11/30/2017		
RENTAL)	11-30-2017 TO 12-30-2017			
31 DAYS	DAILY RATE: 1.50		N	232.50

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ACME SAFETY & SUPPLY CORP.

CAUTION CAUTION CAUTION
EVERY JOB BEGINS & ENDS WITH OUR SERVICE

DAMAGES AND LOST MATERIALS
PER THE TERMS AND CONDITIONS
ON REVERSE. And subject to a 1-1/2%
late charge over 30 days. (But not to
exceed the maximum legal rate).

HUBZONE/SBA/WBE CSLB No. 791667

Remit To: 1616 West Avenue, National City, CA 91950 • (619) 299-5100 • Fax (619) 542-0763
Branch: 105 W. Main Street, El Centro, CA 92243 • (760) 336-3044 • Fax: (760) 336-3067

www.acmesafetysupply.com

INVOICE #: 121691-00 DATE: 12/30/2017

ACME SAFETY & SUPPLY CO.

HAL HAYS CONSTRUCTION INC.
1835 CHICAGO AVENUE, SUITE C
RIVERSIDE, CA. 92507 NEED PDP & JOB

JOB: 16245
LOCATION: HWY 86 AND NECKEL RD
AREA: TAX AREA: RC
CITY: IMPERIAL
SUPER: JOE
PDR
JOB ID: 16245

(951) 788-8703
CUST #: 855764

INVEN ID	QUANTITY	DESCRIPTION	DELIVERY/PICKUP DATE	TAX	CHARGE
28-1 RENTAL) 31 DAYS	1	C18 ROAD CONST. AHEAD 11-30-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:189953-00 11/30/2017	N	31.00
28-2 RENTAL) 31 DAYS	2	DETOUR AHEAD 11-30-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:189953-00 11/30/2017	N	62.00
28-2 RENTAL) 30 DAYS	1	DETOUR AHEAD 12-01-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:189954-00 12/01/2017	N	30.00
28-3 RENTAL) 30 DAYS	4	ROAD CLOSED AHEAD 12-01-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:189954-00 12/01/2017	N	120.00
28-5 RENTAL) 24 DAYS	2	RIGHT LANE CLOSED 12-07-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:189969-00 12/07/2017	N	48.00
28-5 RENTAL) 24 DAYS	2	RIGHT LANE CLOSED 12-07-2017 TO 12-30-2017 DAILY RATE: 1.00	ORDER:189969-00 12/07/2017	N	48.00
		RENTALS	SALES	SERVICE	
NONTAXABLE		3,168.00			3,168.00
DISCOUNTS					
TAXABLE					
TAX					
TOTAL		3,168.00			3,168.00

1/2

1584.00

EVERY ORDER IS SUBJECT TO A MINIMUM JOB CHARGE



Trench Plate Rental Co

Excavation Shoring - Temporary Traffic Control -Training
 San Diego, CA - Many other locations to serve you as well
 Ph: 800.350.7528 eFax: 18583207403 www.tprco.com

Company Name: <u>Hal Hays</u>	Date: <u>11.17.17</u>
Contact Name: <u>Tifani Barnes</u>	Office Fax: _____
Phone Number: <u>951 788 0703</u>	Job Ph/Fx: _____
Job Name: _____	Cell: <u>951 235 5924</u>
Job Location: <u>SR-86, Imperial, CA</u>	Email: <u>tbarnes@halhays.com</u>
Rental Duration: <u>2 months</u> PO#: _____	Soil Type: _____ Est Start Date: _____

Qty	Size and Description	Min Days	Rent Ea Per Day	Rent Ea Per 7 days	Rent Ea Per 28 Days	Total
95	20' Sticks K-Rail	28	104.00	104.00	104.00	9,880
2	K-Rail Lifting Bracket (if needed)	7	10.90	10.90	32.70	65
1	Double Plate Hook	7	10.60	10.60	31.80	32
	THIS IS A PREVAILING WAGE JOB					
	LABOR RATES TO SET K-RAIL = 2 MEN					
	Day/Night					
	Supervisor 110\$/125\$ Per hour					
	Tech 95\$/110\$ Per Hour					
2	Crane Rental For Delivery/Pick up (Day)					
	260.00 Per Hour Portal to Portal					
2	Crane Rental For Delivery/Pick up (Night)					
	300.00 Per Hour Portal to Portal					
Extended Rental Rate Totals (QTY X Rate)			9,912.40	9,912.40	9,977.20	9,977

Estimated Number of Trucks: <u>19</u>	Quoted By: <u>Amy Quintero</u>
Estimated Delivery (per load): <u>\$125/hr portal to portal</u>	Office: <u>800.350.7528</u>
Estimated Pick-up (per load): <u>\$125/hr portal to portal</u>	Cell: <u>760 427 4455</u>
Stand-By time Charged at: <u>\$150/hr</u>	eFax: <u>18583207403</u>
	Email: <u>aquintero@tprco.com</u>

This bid is based on estimated total items, type of items and rental duration. Changes to any of these assumptions will change the total cost. This bid is subject to equipment availability at the time of order. This bid is subject to all terms and conditions of Trench Plate Rental Co's Rental Agreement. This quote is valid for 30 days. www.tprco.com

Sharp Sanitation Service

P.O. Box 1891

207 E. Evan Hewes Hwy

El Centro, Ca. 92244

Bus (760) 352-3067 Fax (760) 353-7573

Statement

Date
1/18/2018

To:

Hal Hays Const

					Amount Due	Amount Enc.
					\$273.14	
Date	Transaction				Amount	Balance
12/19/2017	Balance forward					0.00
12/20/2017	INV #017447 A. Due 12/15/2017. Skid#2023 w				112.33	112.33
01/18/2018	INV #017447 B. Due 01/18/2018. Skid#2023 w				160.81	273.14



Sharp Sanitation Service

P.O. Box 1891

207 E. Evan Hewes Hwy

El Centro, Ca. 92244

Bus (760) 352-3067 Fax (760) 353-7573

Invoice

Date	Invoice #
1/18/2018	017447 B

Bill To
Hal Hays Const

Ship To
Imperial Neckel & Hwy 86 Tiffany

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/18/2018	Trk Delivery		

Quantity	Item Code	Description	Price Each	Amount
	Skid Rental	Rental Skid Unit #2023 w	30.00	30.00
	Skid Service	Service Skid Unit#	80.00	80.00
	H2O Tanks rental	Hand Washing Tank rental	45.00	45.00
		From:1-21-18 To:2-20-18		
		Sales Tax	7.75%	5.81

Payment methods: Check by mail, electronic Payment by e-mail, cash and credit cards. Thank you

Total

\$160.81

CHANGE ORDER

CEM-4900 (REV 05/2015)

Sheet 1 of 1Change Requested by: ☐ Engineer ☒ Contractor

CHANGE ORDER NO. 17	SUPPL. NUMBER	CONTRACT NUMBER Bid No. 2016-07	CO-RTE-PM Neckel Rd and SR-86	FEDERAL NUMBER(S) HSIP 5134(013)
------------------------	---------------	------------------------------------	----------------------------------	-------------------------------------

TO

Hal Hays Construction Inc.

, **contractor**

*You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.***

Description of work to be done, estimate of quantities, and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

Change Order No. 17:

Grade NE corner per RFI No. 11 Response and New Construction Detail.

Contract Summary:

Original Contract:	\$ 616,161.00
Change Orders No. 1, 3, 4 and 7:	\$ 34,772.00
Change Order No. 8, 9, 10, 11 and 12:	\$ 69,601.42
Change Order No. 13:	\$ 4,832.82
Change Order No. 14:	\$ 26,419.95
Change Order No. 15:	\$ 29,968.70
Change Order No. 16:	\$ 13,717.40

Change Order No. 17: \$ 6,472.76

New Contract Amount: \$ 801,946.05

Contract Days Summary:

Original Contract Days:	60 Calendars Days
Previous Change Order Additional Days	107 Calendar Days

Original Contract Date of Completion:

Additional Contract Days (Change Order No. 017): 5 Calendar Days

New Contract Date of Completion:

Estimated Cost: ☒ Increase ☐ Decrease \$ 6,472.76

For this order, the time of completion will be adjusted as follows: Additional 5 Calendar Days

SUBMITTED BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
-----------	------------------------	------

APPROVAL RECOMMENDED BY

SIGNATURE 	(PRINT NAME AND TITLE) Carlos Beltran, P.E., Resident Engineer	DATE 1/31/2018
--	---	-------------------

ENGINEER APPROVAL BY

SIGNATURE	(PRINT NAME AND TITLE) Jesus Villegas, City Project Manager	DATE
-----------	--	------

We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
-----------	------------------------	------



COR/NOC NO: 017
SUBMITTED BY: Tifani Barnes
SUBJECT: RFI No. 011

DATE ISSUED: 1/31/2018
CONTRACT NO: HSIP-5134(013)

Drawings & Details: RFI No. 011
Location/Building: Imperial, CA
Reference Document: RFI No. 011

Specifications: _____
Discipline: _____

DESCRIPTION:

All costs associated with additional grading and export of material per the revised plan sheets issued with RFI No. 011

Contractor: Hal Hays Construction Inc.

Proposed Change in Contract Scope: _____

Cost: \$ 6,472.76 Request Time Extension: 5 Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Inc. Date: 1/31/2018

Client:

Select One: Agreed Cost / Credit \$ _____ Agreed Time Extension: _____ Calendar Days

Contractor: Tifani Barnes, Hal Hays Construction Date: _____

CM: _____ Date: _____

Owner: _____ Date: _____

DATE: 1/31/2018

COR No. 017
RFI No. 011

SPEC. SECTION:

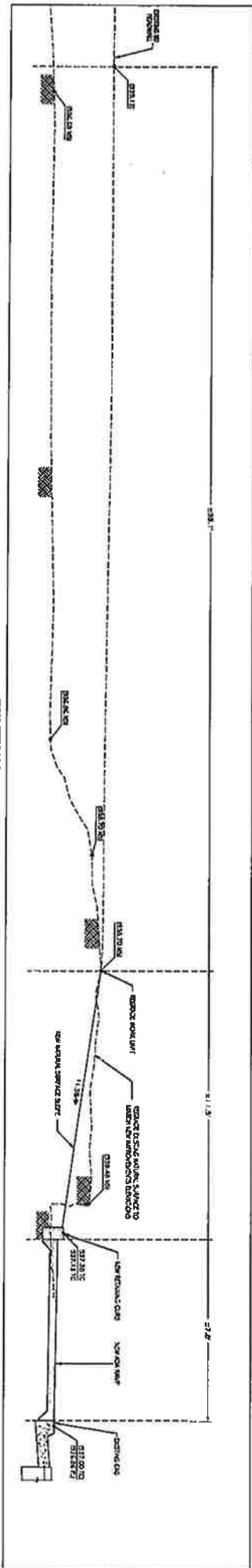
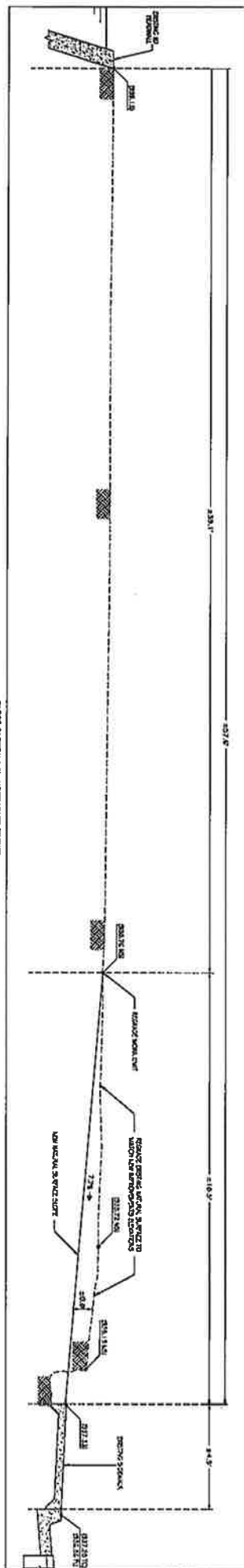
[illegible]

DESCRIPTION		MATERIAL & LUMP SUM					LABOR					EQUIPMENT			
		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION		QTY	UNIT	UNIT COST	EXTENSION
									\$ -				\$ -		
					\$ -				\$ -				\$ -		
					\$ -				\$ -				\$ -		
					\$ -				\$ -				\$ -		
					\$ -				\$ -				\$ -		
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					\$ -				\$ -				\$ -		
					\$ -				\$ -				\$ -		
					\$ -				\$ -				\$ -		
SUB TOTAL					\$ -				\$ -				\$ -		
TAX	0%				\$ -				\$ -				\$ -		
GC MARKUP ON SUBCONTRACTOR	15%				\$ -				\$ -				\$ -		
SUBCONTRACTOR TOTAL					\$ -								\$ -		

SUBTOTAL FOR CONTRACTOR SELF PERFORMANCE AND SUBCONTRACT WORK	\$	6,437.36
Bond 0.55%	\$	35.41
COR TOTAL	\$	6,472.76



CONTRACT NUMBER:		REQUEST FOR INFORMATION		RFI NUMBER:	
CONTRACT TITLE: Neckel Rd Intersection Improvements City of Imperial				011	
PRIME CONTRACTOR: Hal Hays Construction Inc.			SUBCONTRACTOR/SUPPLIER:		
SUBJECT/TITLE OF RFI: Retaining Curb Profile		Contractural:		Originator Tifani Barnes	Recipient Carlos Beltran
DRAWING(S): C-4		DETAIL(S):		SPECIFICATION: N/A	CPM ACTIVITY NUMBER
COST IMPACT		TBD			
SCHEDULE IMPACT		TBD			
INFORMATION REQUESTED & RECOMMENDED SOLUTION: Please provide a detail and cross section of the retaining curb called out on C-4.					
Date Response Required By:		12/29/2017		Signature:	Date: 12/22/2017
From: Dynamic Engineering		NE Corner Grading Detail			
To: Prime Contractor		Attached is the latest detail by Pro Terra showing the location of the IID Canal Headwall and the proposed grading of a slope to resolve a 1.0' to 0.86' difference in elevation between the finished sidewalk and the adjacent natural surface, at the NE corner of the intersection. There is ample space between the IID Canal Headwall and the new ADA Ramp / Sidewalk for IID vehicles to turn around just south of said Canal Headwall.			
RECOMMENDATION:		Signature: _____ Date: _____			
The RFI system is intended to provide an efficient mechanism for responding to contractor's request for information ONLY. This system DOES NOT authorize the contractor to proceed with work - to do so, the contractor proceeds at his own risk. If the contractor considers the RFI response a changed condition, written notice to the Contracting Office is required within 20 calendar days.					
DISTRIBUTION:		HHCI			



DATE SUBMITTED 2/1/2018
SUBMITTED BY City Manager's Office
DATE ACTION REQUIRED 2/7/2018

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

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: SUPPORT FOR US DEPARTMENT OF
TRANSPORTATION SELECTION FOR IMPERIAL COUNTY EAS PROVIDER

1. APPROVAL TO PROVIDE LETTER OF SUPPORT FOR MOKULELE AIRLINES TO US DEPARTMENT OF TRANSPORTATION FOR THE SELECTION OF THE IMPERIAL COUNTY AIRPORT EAS PROVIDER

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE

BACKGROUND/SUMMARY:

On December 8, 2017 the US Department of Transportation submitted an RFP for Essential Air Service providers at the Imperial/El Centro Airport. Four carriers submitted their proposals to the DOT for consideration; Aviation Street, Inc., Great Lakes Aviation, Mokulele Airlines and Boutique Air. After review the City of Imperial recommends to the City Council to support the proposal provided by Mokulele Airlines. Attached you will find a copy of DOT Order No. 2017-12-8 and a copy of each proposal submitted.

FISCAL IMPACT: N/A

FINANCE
INITIALS

VB

STAFF RECOMMENDATION:

DEPT. INITIALS

MANAGER'S RECOMMENDATION: It is the City Manager's recommendation that the City Council continues to support Mokulele Airlines in response to the DOT Order No. 2017-12-8.

CITY
MANAGER'S
~~INITIALS~~
office

AD

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO:



CITY COUNCIL
Geoff Dale – Mayor
Betty Sampson – Mayor Pro Tem
Robert Amparano – Councilmember
Darrell Pechtl – Councilmember
James Tucker – Councilmember

CITY CLERK
Debra Jackson

CITY TREASURER
Stacy Cox

CITY ATTORNEY
Dennis Morita

CITY MANAGER
Stefan T. Chatwin

February 7, 2018

Scott Faulk
U.S. Department of Transportation
EAS & Domestic Analysis Division
1200 New Jersey Ave., SE
Washington, DC 20590

Re: Comments on Order 2017-12-8; EAS at Imperial/El Centro Airport

Dear Mr. Faulk,

Thank you for the opportunity to comment on the air carrier proposals received for the EAS at Imperial/El Centro. The City of Imperial considers Essential Air Service a critical piece of infrastructure for our community from several perspectives including public safety, economic opportunity and regional communication support. All of these issues are improved and enhanced by the benefit of EAS to our region.

After having reviewed the four responding proposals from Aviation Street, Inc., Great Lakes Aviation, Mokulele Airlines and Boutique Air, the City Council of Imperial has determined to support the proposal from Mokulele Airlines. This proposal provides for regular flights outside our region, through ticketing for passengers with Alaska Airlines and in-process terminal connections at LAX past TSA security screening. Mokulele has shown a desire to continue to provide service of high quality which may ultimately release the need for EAS support in our community. They have extensive documentation of community support. The City is especially aware of the opportunity to have baggage limitations that allow for multi-day business travel and commercial tourism potentials, rather than a limitation that allows the airline to primarily serve daily or overnight business travelers only. Additionally the City is proud to support the proposal requesting the lowest amount of federal subsidy, in an effort to encourage fiscal responsibility.

For these reasons and others, the City Council of Imperial took action on February 7, 2018 to support the proposal submitted by Mokulele Airlines in the next round of EAS for the Imperial/El Centro region.

Sincerely,

Stefan T. Chatwin
City Manager



**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.**

Issued by the Department of Transportation
on the 12th day of December, 2017

Essential Air Service at

EL CENTRO, CALIFORNIA

Under 49 U.S.C. § 41731 *et seq.*

DOCKET DOT-OST-2008-0299

ORDER REQUESTING PROPOSALS

Summary

By this Order, the United States Department of Transportation (the Department) is requesting proposals from air carriers interested in providing Essential Air Service (EAS) at El Centro, California, for a new contract, with or without subsidy support, beginning May 1, 2018. Proposals are due by January 12, 2018.

Background

By Order 2016-3-31, issued on March 25, 2016, the Department selected Mokulele Flight Service, Inc. d/b/a Mokulele Airlines (Mokulele) to provide 24 nonstop round trips per week to Los Angeles International Airport (LAX), using 9-seat Cessna Grand Caravan 208-B or 208-EX aircraft, for the two-year period from May 1, 2016, through April 30, 2018, at an annual subsidy rate of \$2,440,634. Mokulele inaugurated service at El Centro on May 23, 2016.

That Order, as well as the complete public file for EAS at El Centro, may be accessed online through the Federal Docket Management System at: www.regulations.gov, by entering "DOT-OST-2008-0299" in the "SEARCH for: Rules, Comments, Adjudications or Supporting Documents:" field.

Request for Proposals

This Order provides interested air carriers with some basic information to serve as guidance when they prepare their proposals, but the Department will not prescribe a precise format. The Department expects proposals to adequately describe the service being proposed and the annual amount of subsidy being requested.

The applicants can make their own judgments as to the level of detail they wish to present; however, they may want to include proposed schedules as well as supporting data for their subsidy requests, such as projected block hours, revenues and expenses. The Department

strongly encourages clear, well-documented proposals that will facilitate their evaluation by the community and the Department.¹

Air carriers are also welcome to propose more than one option, if they choose; they need not limit themselves to those requirements if they envision other, potentially more attractive service possibilities -- different hubs, frequency or equipment, for example -- with subsidy requirements that remain competitive. The community and air carriers are encouraged to work together *in advance* of the due date for proposals to craft a service pattern that is desirable to the community and meets the operational needs of the air carriers.

Interested air carriers should prepare their proposals with every expectation that their initial proposals will also be their *final* and *only* proposals. The Department retains the discretion to negotiate proposals with air carriers when deemed desirable. The Department also retains the discretion to reject outright all unreasonable or unrealistic proposals and solicit a new round of proposals. As always, the Department will formally solicit the community and State's views on any service options it receives before making a long-term air carrier selection decision.

Proposals should provide sufficient capacity to accommodate historical levels of traffic, with service to a large- or medium-hub airport that provides numerous connecting opportunities to the national air transportation system. In order to assist air carriers in developing traffic and revenue projections for their proposals, the Department has provided a summary of historical passengers in Appendix B of this Order. The Department expects proposals that are consistent with what the community currently receives (24 weekly round trips with small (8- or 9-seat) aircraft. If larger aircraft are contemplated, the Department expects 12 weekly round trips.

Filing Procedures

Air carrier proposals should be submitted to the Department with all materials merged into a single document. In addition, because the document will be published on www.Regulations.gov, each page should be formatted to be viewed online.

Air carriers should file their proposals no later than January 12, 2018. After that date, the Department's staff will docket proposals, thereby making them public, and shortly afterwards will provide a summary of the proposals to the community and the State of California and ask

¹ In selecting an air carrier to provide subsidized EAS, for an eligible place not in Alaska, 49 U.S.C. § 41733(c)(1) directs the Department to consider five factors: (A) service reliability; (B) contractual and marketing arrangements with a larger air carrier at the hub; (C) interline arrangements with a larger air carrier at the hub; (D) community views, giving substantial weight to the views of the elected officials representing the actual and potential users of the service; and (E) whether the air carrier has included a plan in its proposal to market the service. In addition, the Consolidated Appropriations Act, 2017, Pub. L. 115-31, and continued by the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, Pub. L. 115-56, and the Further Continuing Appropriations Act, 2018, Pub. L. 115-90, provides that when selecting an air carrier to provide EAS, the Department may consider the relative subsidy requirements, thus codifying a factor that has been considered since the inception of the program. Interested air carriers should also be aware that the general provisions governing EAS will be included in the selection Order as part of the Department's authorization of subsidy for the selected service. Appendix C of this Order contains those general provisions.

them for their final comments. The Department will give full consideration to all proposals filed in a timely manner.²

Legislative Changes that Affect El Centro

The FAA Modernization and Reform Act, Pub. L. No. 112-95 (Feb. 14, 2012) (FAA 2012), amended 49 U.S.C. § 41731(a) to change the definition of “eligible place” for the purpose of receiving EAS by adding a new subsection (1)(B). Subsection (1)(B) states that, to be an eligible place for EAS, a community must have averaged 10 or more enplanements per service day, as determined by the Department, during the most recent fiscal year beginning after September 30, 2012. This requirement does not apply to locations in Alaska and Hawaii and communities that are more than 175 driving miles from the nearest large- or medium-hub airport.³ The Department may waive the 10-enplanement requirement, on an annual basis, if the community demonstrates to the Department’s satisfaction that the reason the location averages fewer than 10 enplanements per day is due to a temporary decline in enplanements.⁴

The Department of Transportation and Related Agencies Appropriations Act, 2000, Pub. L. No. 106-69 (Oct. 9, 1999), prohibits the Department from subsidizing EAS for communities located within the 48 contiguous States when per passenger subsidy amounts exceed \$200, unless the communities are located more than 210 miles from the nearest large- or medium-hub airport. On October 9, 2014, the Department issued a Notice of Enforcement Policy announcing how the Department intended to enforce compliance with the Subsidy Cap.⁵ FAA 2012 authorized the Department to waive the Subsidy Cap, subject to the availability of funds, on a case-by-case basis, for a limited period of time.

By Order 2017-9-23, issued on September 29, 2017, the Department issued a show-cause Order directing interested parties to submit objections to, among other things, the Department’s tentative decision to grant a waiver to El Centro, and seven other communities, from the above requirements due to an extended air service hiatus during Fiscal Year 2016. This matter is under consideration pending a Final Order.

Other Air Carrier Requirements

The Department is responsible for implementing various Federal statutes governing lobbying activities, drug-free workplaces and nondiscrimination.⁶ Consequently, all air carriers receiving

² Air carriers should not expect the Department to accept late filings. In cases where an air carrier proposes to provide EAS without subsidy and the Department determines that basic EAS, as required by 49 U.S.C. § 41732(b), can be reliably provided without such compensation, the Department typically does not proceed with the air carrier-selection case. Instead, the Department simply relies on that air carrier’s subsidy-free service as proposed.

³ See 49 U.S.C. § 41731(c) and (d).

⁴ See 49 U.S.C. § 41731(e).

⁵ On May 1, 2014, the Department published a Notice of Proposed Enforcement Policy for the Subsidy Cap in the Federal Register, 79 Fed. Reg. 24632, for comment. After a 60-day public comment period and review, the Department issued the Final Notice of Enforcement Policy on October 9, 2014, 79 Fed. Reg. 60951.

⁶ The regulations applicable to these areas are: (1) 49 CFR Part 20 – New restrictions on lobbying; (2) 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation – Effectuation of title VI of the Civil Rights Act of 1964; 49 CFR Part 27 – Nondiscrimination on the basis of disability in programs and activities receiving or benefiting from Federal financial assistance; and 14 CFR Part 382 – Nondiscrimination on the basis of disability in air travel; and (3) 2 CFR Part 1200 – Government-wide debarment and suspension (non-procurement) and government-wide requirements for drug-free workplace (grants).

Federal subsidy to support EAS must certify that they are in compliance with Department regulations regarding drug-free workplaces and nondiscrimination, and those air carriers whose subsidies exceed \$100,000 over the life of the rate term must also certify that they are in compliance with the regulations governing lobbying activities. All air carriers that plan to submit proposals involving subsidy should submit the required certifications along with their proposals. Interested air carriers requiring more detailed information regarding these requirements, as well as copies of the certifications, should contact the Office of Aviation Analysis at (202) 366-5903. The Department is prohibited from paying subsidy to air carriers that do not submit these documents.⁷

Community and State Comments

Civic and State of California officials are welcome to submit comments on the proposals at any time. As noted earlier, the Department will provide a summary of the proposals to the civic parties and ask them to submit their final comments shortly after January 12, 2018, the due date for carrier proposals.

This Order is issued under authority delegated in 49 CFR 1.25a(b)(6)(ii)(D) and re-delegated to the Director, Office of Aviation Analysis.

ACCORDINGLY,

1. The Department requests that air carriers interested in providing Essential Air Service at El Centro, California, submit their proposals, with or without subsidy requests, no later than January 12, 2018. The proposals should be emailed to scott.faulk@dot.gov bearing the title "Proposal to Provide EAS at El Centro, California";⁸
2. Docket DOT-OST-2008-0299 will remain open pending further Department action; and

⁷ The certifications are also available on the web at <https://www.transportation.gov/office-policy/aviation-policy/essential-air-service-reports>.

⁸ Questions regarding filings in response to this Order should be directed to Mr. Scott Faulk at 202-366-9967, or via email to scott.faulk@dot.gov.

3. The Department will serve copies of this Order on the civic officials of the City of El Centro, the City of Imperial, and the City of Brawley, California, Imperial County, the Manager of Imperial County Airport, and the courtesy distribution list for proposals for EAS.

By:

TODD M. HOMAN
Director
Office of Aviation Analysis

(SEAL)

*An electronic version of this document is available online at
www.regulations.gov*

Area Map¹



¹ Source: Great Circle Mapper, 1996-2017, Karl L. Swartz.

Inbound/Outbound Traffic at El Centro, CA ¹

Year/Qrt	InBound	OutBound	Grand Total
2015	2,372	2,594	4,966
1	652	620	1,272
Seaport Airlines, Inc.	652	620	1,272
Los Angeles, CA	403	375	778
San Diego, CA	249	245	494
2	635	743	1,378
Seaport Airlines, Inc.	635	743	1,378
Los Angeles, CA	399	408	807
San Diego, CA	236	335	571
3	509	615	1,124
Seaport Airlines, Inc.	509	615	1,124
Los Angeles, CA	293	299	592
San Diego, CA	216	316	532
4	576	616	1,192
Seaport Airlines, Inc.	576	616	1,192
Los Angeles, CA	345	354	699
San Diego, CA	231	262	493
2016	3,768	4,132	7,900
1	58	70	128
Seaport Airlines, Inc.	58	70	128
Los Angeles, CA	28	44	72
San Diego, CA	30	26	56
2	400	556	956
Mokulele Flight Services, Inc.	400	556	956
Los Angeles, CA	400	556	956
3	1,664	1,747	3,411
Mokulele Flight Services, Inc.	1,664	1,747	3,411
Los Angeles, CA	1,664	1,747	3,411
4	1,646	1,759	3,405
Mokulele Flight Services, Inc.	1,646	1,759	3,405
Los Angeles, CA	1,646	1,759	3,405
2017	4,658	5,064	9,722
1	1,432	1,586	3,018
Mokulele Flight Services, Inc.	1,432	1,586	3,018
Los Angeles, CA	1,432	1,586	3,018
2	1,430	1,612	3,042
Mokulele Flight Services, Inc.	1,430	1,612	3,042
Los Angeles, CA	1,430	1,612	3,042
3	1,320	1,369	2,689
Mokulele Flight Services, Inc.	1,320	1,369	2,689
Los Angeles, CA	1,320	1,369	2,689
4	476	497	973
Mokulele Flight Services, Inc.	476	497	973
Los Angeles, CA	476	497	973
Grand Total	10,798	11,790	22,588

¹ Source: Bureau of Transportation Statistics: Schedule T-100. The most recent data available includes enplanements and deplanements through October 31, 2017.

Example of General Terms and Conditions for Essential Air Service

The carrier understands that it may forfeit its compensation for any flights that it does not operate in conformance with the terms and stipulations of the rate Order, including the service plans outlined in the Order and any other significant elements of the required service, without prior approval. The carrier understands that an aircraft take-off and landing at its scheduled destination constitutes a completed flight; absent an explanation supporting subsidy eligibility for a flight that has not been completed, such as certain weather cancellations, only completed flights are considered eligible for subsidy. In addition, if the carrier does not schedule or operate its flights in full conformance with the Order for a significant period, it may jeopardize its entire subsidy claim for the period in question. If the carrier contemplates any such changes beyond the scope of the Order during the applicable period of these rates, it must first notify the Office of Aviation Analysis in writing and receive written approval from the Department to be ensured of full compensation. Should circumstances warrant, the Department may locate and select a replacement carrier to provide service on these routes. The carrier must complete all flights that can be safely operated; flights that overfly points for lack of traffic will not be compensated. In determining whether subsidy payment for a deviating flight should be adjusted or disallowed, the Department will consider the extent to which the goals of the program are met and the extent of access to the national air transportation system provided to the community.

If the Department unilaterally, either partially or complete, terminates or reduces payments for service or changes service requirements at a specific location provided for under this Order, then, at the end of the period for which the Department does make payments in the stipulated amounts or at the stipulated service levels, the carrier may cease to provide service to that specific location without regard to any requirement for notice of such cessation. Those adjustments in the levels of subsidy and/or service that are mutually agreed to in writing by the Department and carrier do not constitute a total or partial reduction or cessation of payment.

Subsidy contracts are subject to, and incorporate by reference, relevant statutes and Department regulations, as they may be amended from time to time. However, any such statutes, regulations, or amendments thereto shall not operate to controvert the foregoing paragraph.

Funds may not be available for performance under this Order beyond [DATE]. The Government's obligation for performance under this Order beyond [DATE], is subject to the availability of funds from which payment for services can be made. No legal liability on the part of the Government for any payment may arise for performance under this Order beyond [DATE], until funds are made available to the Department for performance. If sufficient funds are not made available for performance beyond [DATE], the Department will provide notice in writing to the carrier.

All claims for payment, including any amended claims, must be submitted within 90 days of the last day of the month for which compensation is being claimed. For example, claims for service provided in July must be filed by October 31st; August claims must be submitted by November 30th, and so on.

Before the United States Department of Transportation

January 12, 2018

Proposal to Provide Essential Air Service at

EL CENTRO, CALIFORNIA

Under 49 U.S.C. 41731 et seq.

Docket DOT-OST-2008-0299

**Proposal of Aviation Street, Inc.
DBA
US VETERANS AIRLINE "RLLP"**

Aviation Street Inc DBA US Veterans Airline "RLLP" plans on filing with DOT for commuter authority within the next 20 days and anticipates to being operational within 60 days.

Aviation Street Inc.
Robert Karns
Owner
5019 E. Street
315
Minneapolis, MN 55417
(701) 278 3747

El Centro California
Schedule

El Centro, California

Date:	Flight:	Lv:	Ar:	Blk. Hr.
MAY 1,2018	101	El Centro 7:00 AM	Los Angeles 7:40 AM	:40 MIN
	103	El Centro 11:00 AM	Los Angeles 11:40 AM	:40 MIN
	105	El Centro 6:00 PM	Los Angeles 6:40 PM	:40 MIN

When passenger enplanements reach average of 7.5 passengers per flight another round-trip will be added

107	El Centro AS NEEDED	Los Angeles AS NEED	40 MIN
100	Los Angeles 8:00 AM	El Centro 8:40 AM	:40MIN
102	Los Angeles 1:00 PM	El Centro 1:40 PM	:40MIN
104	Los Angeles 8:00 PM	El Centro 8:40 PM	:40MIN

Increased Passenger enplanements add flights

106	Los Angeles 7:00 AS NEED	El Centro AS NEEDED	:40MIN
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AVIATION STREET INC.
DBA US VETERANS AIRLINE 'RLLP'
2 YEAR OR 4 YEAR PROPOSALS

Compensation Annual Requirements for Essential Air Service at El Centro

Start May 1, 2018

21 Round Trips per Week to Los Angeles
19 seat Turboprop Commuter (Jetstream 31)
Stand-up cabin, Restroom, Pressurized
Utilizing flight attendant
+ standby Jetstream 31
97% Completion Rate
Los Angeles Hub

Departures:					2,184
Milage: To Los Angeles					180
Total Departures					2,055
Block Hours:					1,370
Passenger Seats:					19
Revenue Passenger Miles:					790,000
Available Seat Miles:					7,028,100
Revenue:					
Passengers		10,000	at	\$89	\$890,000
Other Revenue:	2%	Passenger Revenue			\$17,800
Total Revenue:					\$907,800
Expenses:					
Direct	At Block Hr.			\$1,700	\$2,329,000
Indirect				\$289	\$395,930
Aircraft					\$532,647
Total Expenses:					\$3,280,047
Loss:					\$2,372,247
Profit:		5% Total Expenses			\$118,124
Compensation Annual For 2 years					\$2,490,859

Average passengers per Trip:	4.8
Average passengers per Day:	28.8

USVA™ will 'partner' with the El Centro community co-owning and operating as USVA™. This is a solution to El Centro's unique air transportation needs as well as retaining all earnings in the El Centro community.

Financial resources stay in El Centro, using local vendors and local banking as well as creating new jobs. El Centro sponsors will realize a satisfying return on their sponsorships.

Other air carriers are like a big vacuum cleaner, they suck all the airline revenues as well as

EAS funds out of the community. (\$6 M for 2 yrs – 12 M for 4 yrs)) stays in El Centro with USVA .

USVA will work with the El Centro Chamber of Commerce to develop both domestic and International markets to bring in new businesses.

US Veterans Airline offers El Centro businesses as well as the general public co-ownership opportunity.

Inter line agreements may be costing traveling public extra money in most cases. Our up-to date cutting edge airline agreements will save El Centro passengers 1,000's.

Compensation for year **3 \$2,316,000 and year 4 \$2,100,326** on 4 year proposal

END

Essential Air Service Proposal



El Centro, CA

DOT-OST-2008-0299

January 12, 2018



About Boutique Air

Our Story

Headquartered in San Francisco, California, Boutique Air has been in operation since 2007. We began by flying fire surveillance missions for the U.S. Forestry Service and Bureau of Land Management. We evolved to provide air charter services across the west coast with our fleet of Pilatus and Cessna aircraft. As a charter operator we have received certifications from both industry-leading safety organizations, ARG/US and Wyvern. Boutique Air employs pilots that are highly experienced and hold the most advanced FAA ratings - a key reason for our continued perfect safety record.

In July of 2012, Boutique Air applied for commuter operating authority from the Department of Transportation. We quickly passed tests on financial fitness and management competency, receiving authority for scheduled service in January of 2014. We began flying scheduled service between Los Angeles and Las Vegas in January of 2014.

We have worked to develop effective distribution channels. We have connections in place with all of the major Global Distribution Systems (GDSs), which travel agents use to access the market. You will find us on Worldspan and Galileo (Travelport), Sabre, and Amadeus. In addition, we are on the major Online Travel Agencies (OTAs), including Expedia, Travelocity, Priceline, Orbitz, CheapTickets, and CheapOAir.

EAS Contracts

On April 22, 2014 Boutique Air received its first EAS contract when the DOT selected the airline to provide service between Clovis and DFW. Since then, we have continued our track record of success and now serve 17 different EAS communities and operate out of 30 different airports. Continuing on a path of successful growth in the EAS market, Boutique Air began service to Dodge City, KS in January of 2018.



What People Are Saying About Boutique Air

*Boutique Air PC-12, one of the **best turboprop aircraft** on the market!... Give them a try!!*

-Tarek A. via Yelp.com

*We also feel that the PC-12 aircraft bid by Boutique Air presents the **safest and most comfortable option for the traveling public.***

-Hon. Mayor David Lansford in Recommendation Letter
City of Clovis, NM

*Flew with Boutique from LA to Vegas and back and must say I was extremely surprised. From the ease of check-in, To the flight itself, **the whole process was great.** Price was competitive with any other airline out there. I plan on flying boutique for all my Vegas outings, and may even look into renting the whole plane for a group trip. Thanks Boutique!*

-Kevin J. via Yelp.com

*We find that Boutique Air is fit, willing and able to operate as a commuter air carrier, and **capable of providing reliable Essential Air Service...***

-Susan L. Kurland in Clovis EAS Award
Asst. Sec. for Aviation and International Affairs
US DOT

*Right now Boutique Air is a **very cool secret.***

-Examiner.com

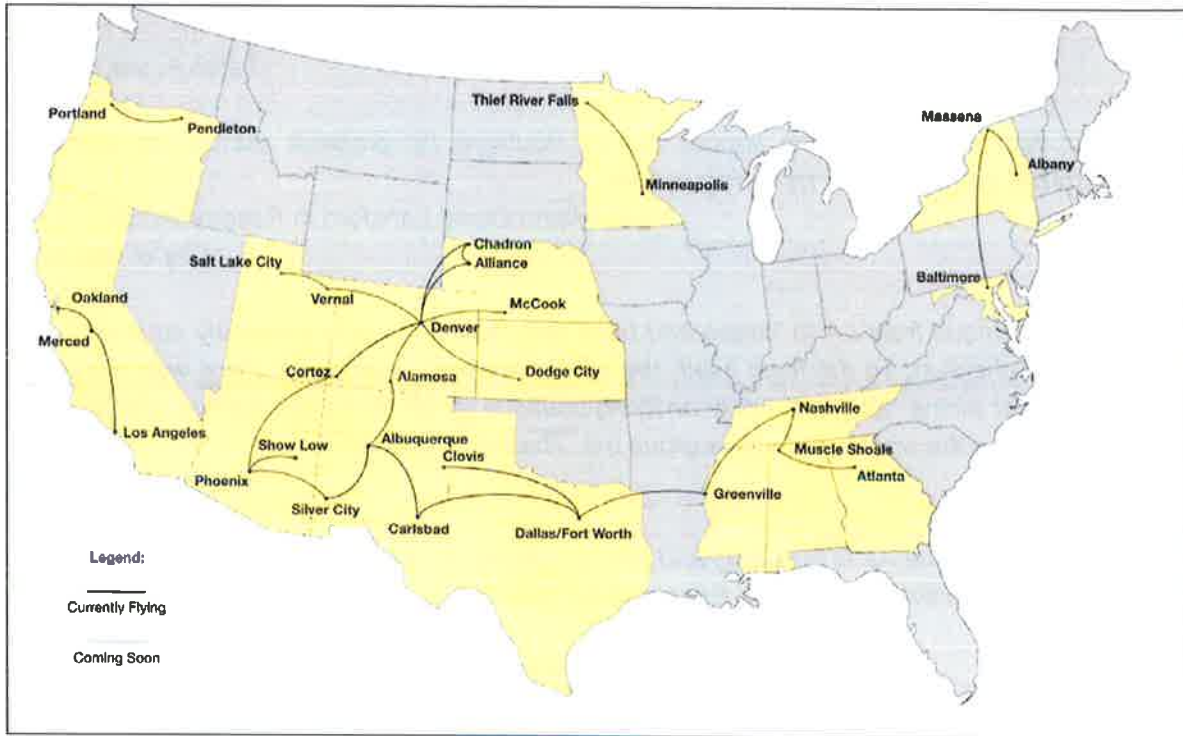
*Flew with Boutique Air from LA to Las Vegas round trip and it was a great experience. **Good service, on time departures, and a hassle free and nice way to travel in general.** A really nice pilot and copilot as well.*

-Patrick S. via Yelp.com

***Smooth flights and personable staff** are part of the experience...*

-Clovis News Journal

Route Map



Aircraft:

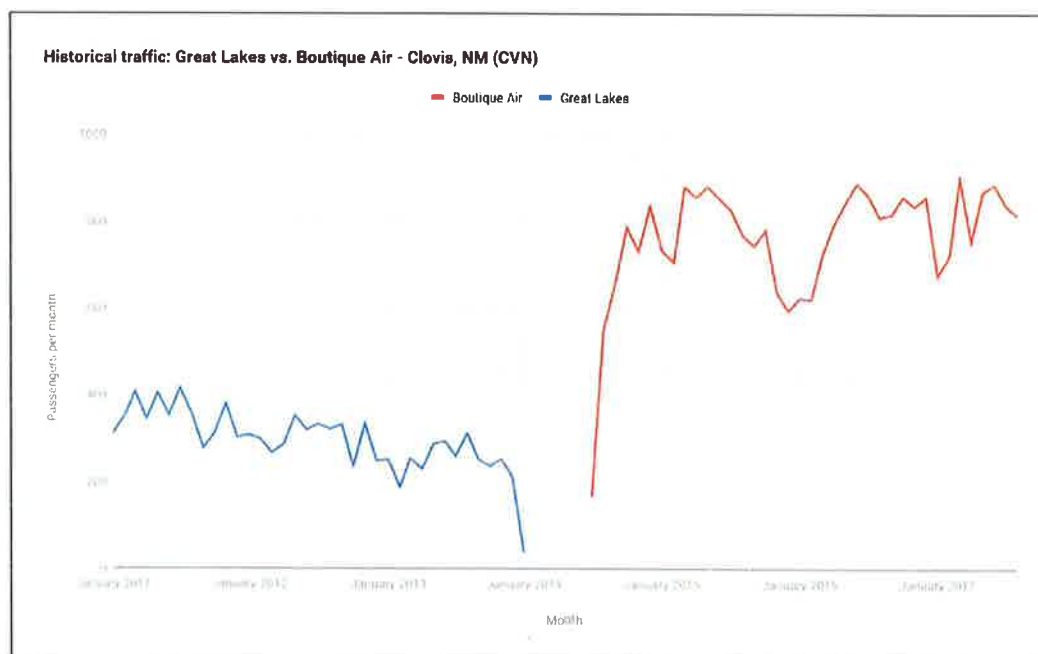
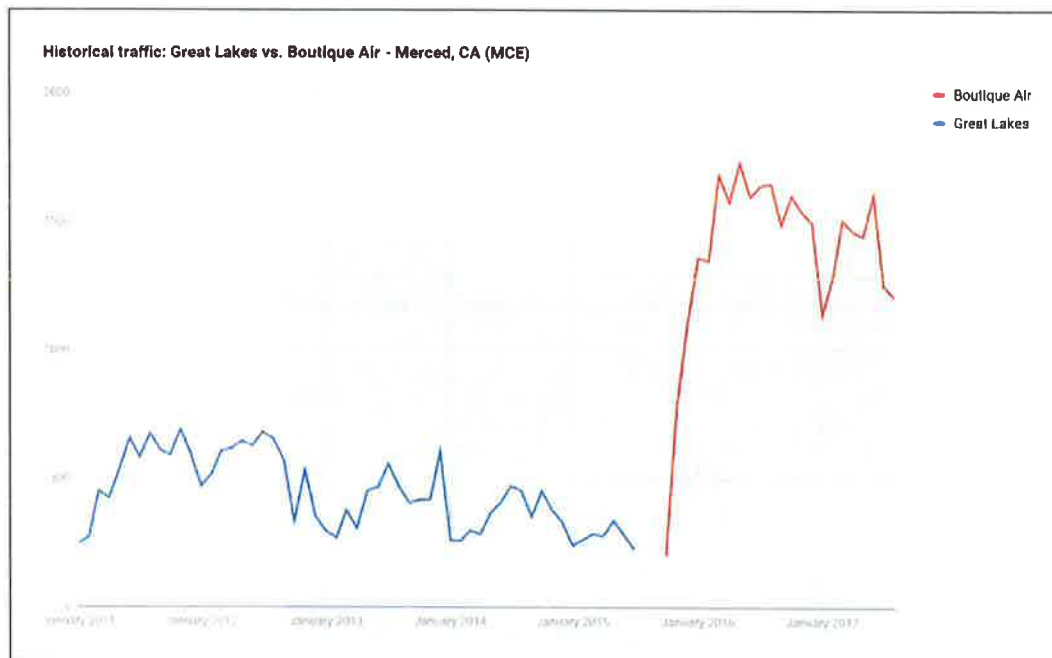
Boutique Air currently operates a modern fleet of Pilatus PC-12 aircraft. All flights are flown by Captains with over 1,200 hours of flight experience and an instrument rating. While we are certified to fly single pilot we opt to fly with a two pilot crew. Boutique Air ensures pilots provide a level of customer service beyond that of normal commercial airlines.

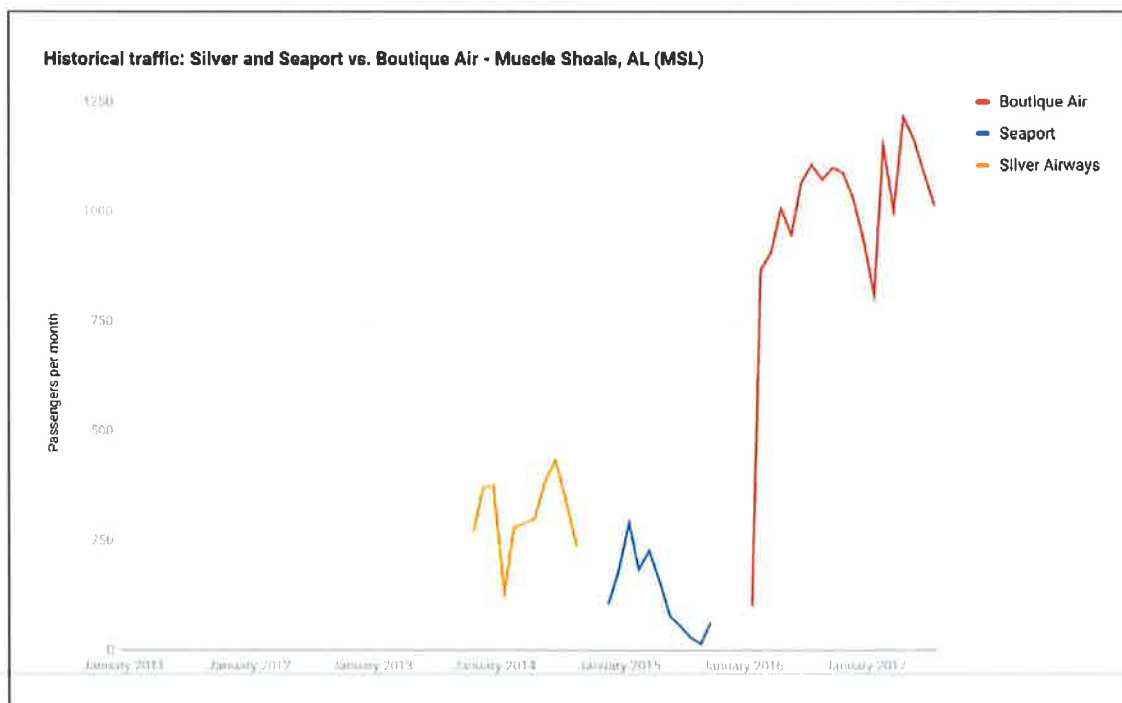
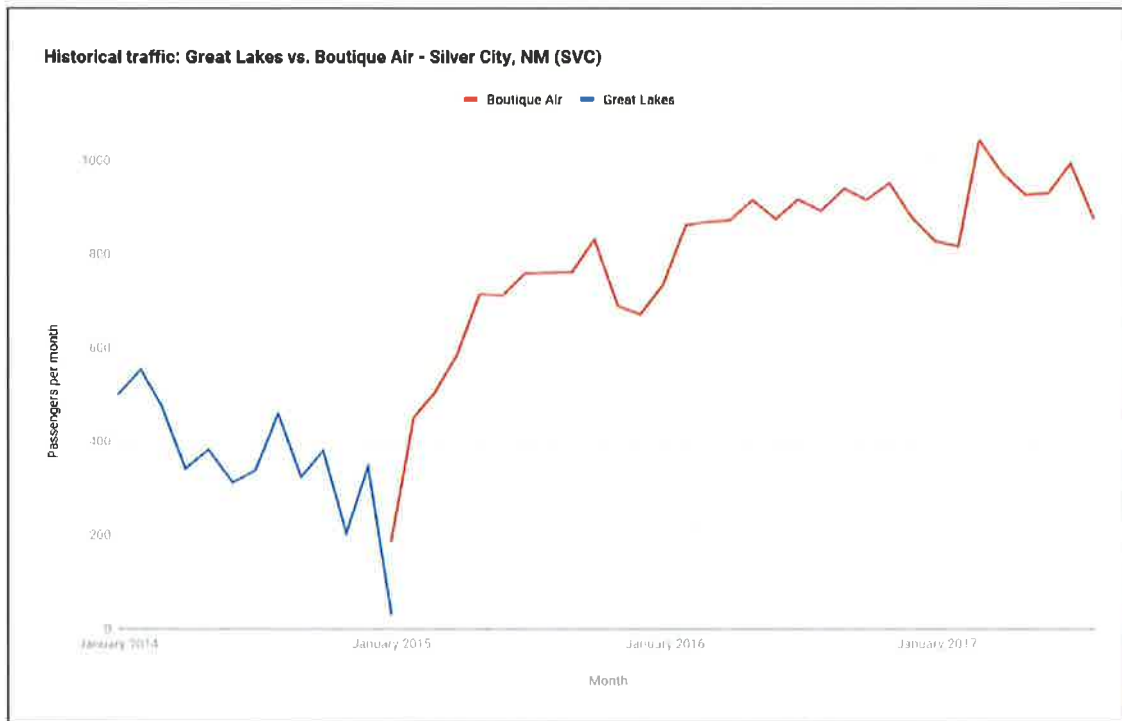
- 8 Passenger Executive Configuration or 9 Passenger Commuter Configuration
- Pressurized Cabin
- Power Outlets
- Enclosed Lavatory



Historical Passenger Traffic Performance

Boutique Air has established a proven track record in resuscitating air service in EAS communities which have been devastated by poor execution from prior carriers as illustrated by the passenger traffic graphs below.

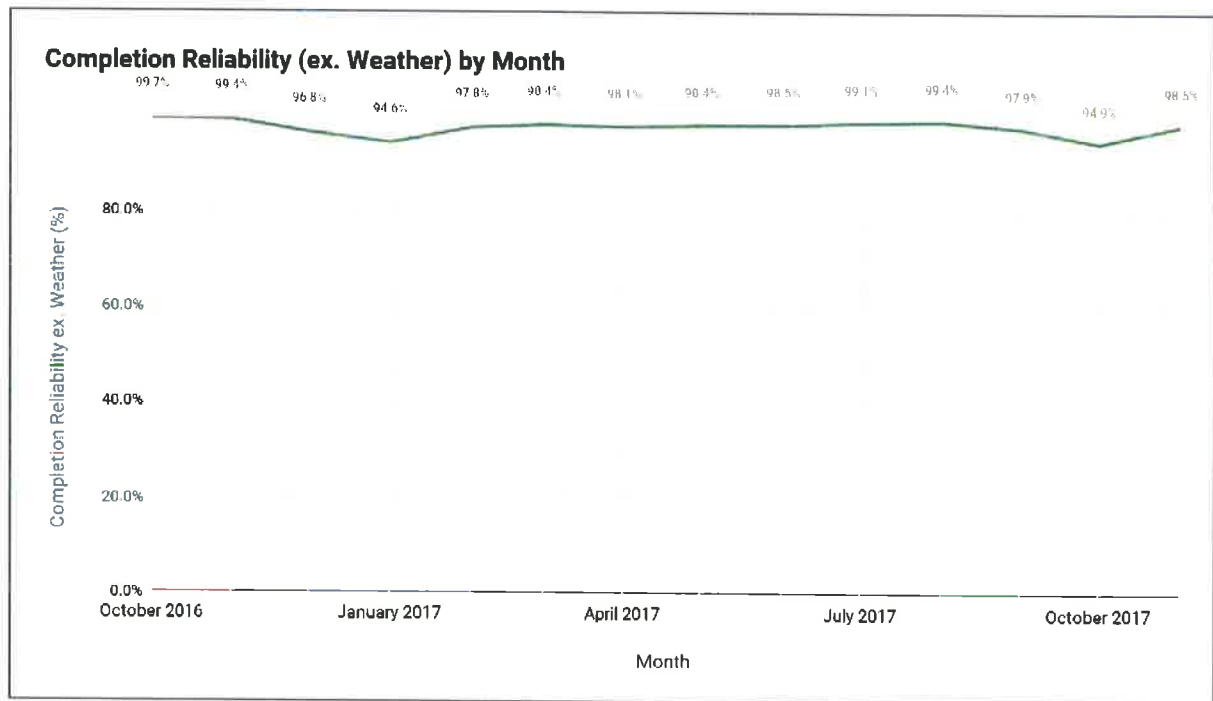






Boutique Air Completion Reliability

Boutique Air also prides itself on its flight completion reliability. For the prior 12 months, Boutique Air averaged a completion reliability of 97.7% across its network (*Trailing 12 months T100 data ending November 2017*).





Proposal

Overview

Our proposals would be flown in eight or nine-seat, modern, pressurized Pilatus PC-12 aircraft. The term is two years.

In order to increase brand recognition in the community, Boutique Air will spend at least \$20,000 per year if it is selected for advertising & marketing to help ensure that air service for the community is a success. We will utilize a combination of radio, print, billboard, TV, and internet advertising.

Note on Service Start Date

Boutique Air will begin service 60-90 days after the DOT issues the order selecting Boutique Air as the EAS carrier. Boutique air will start service as early as operationally possible.

Note on Interline Agreements

Boutique Air launched its interline agreement with United Airlines on May 1, 2017. Customers now have flow-through ticketing and baggage capabilities for those flights that connect with United Airlines.

El Centro passengers will be able to book through United.com and connect with any of United's flights at our hubs. *(Image of fares currently available on United/Boutique Air in Merced, CA)*

The screenshot shows the United Airlines website interface for a flight search. The search parameters are: From: Merced, CA, US (MCE) to To: Denver, CO, US (DEN). The departure date is Feb 07, 2018. The search results show a one-way flight for \$169. The flight details include: Depart: 1:08 pm, Arrive: 7:25 pm, 1 stop, 5h 17m. The flight is operated by Boutique Air. The fare is \$169, and there are 7 tickets left at this price. The flight is not available for the First (lowest) fare type, which is \$278. There are also 7 tickets left at this price.

Day	Fare
Mon 2/5	\$143
Tue 2/6	\$131
Wed 2/7	\$169
Thu 2/8	\$131
Fri 2/9	\$169

Fare Type	Fare
Economy	\$169
Economy (flexible)	Not available
First (lowest)	\$278



Community Input

Shortly after the bids are complete, Boutique Air will schedule meetings with airport and/or city officials. This will allow us to answer any questions and provide additional information.

While we can't promise we will be able to implement everyone's suggestions, we welcome feedback from the community, as well as anyone who may have an interest in the proposed flights. What we can promise is that we will listen to your feedback, and give it the attention and consideration it deserves.

With respect and appreciation,

Shawn Simpson
CEO



El Centro, CA

Option: 24 Weekly Nonstop RTs IPL - LAX (4 Daily RTs)

Operations

Scheduled Flights	2,496
Completed Flights (98%)	2,446
Scheduled Block Hours	3,120
Scheduled Seats	19,968
Scheduled ASMs	3,594,240

Revenue

Passengers	17,073
Average Fare	\$51
Fare Revenue	\$870,705
Total Revenue	\$870,705

Expenses

Fuel	\$744,951
Ownership	\$840,000
Maintenance and Reserves	\$1,330,680
Crew	\$575,053
Airport Rent	\$108,000
Landing Fees	\$78,250
Staff	\$159,900
Insurance	\$20,000
Marketing and Distribution	\$20,000
Other Indirect Costs	\$173,280
Total Costs	\$4,050,114

Profit Element	\$202,506
Margin	5.0%

Total Annual Subsidy	\$3,381,915
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*** Note: The community has the option to move up to 2 Daily RTs from LAX to PHX at no additional cost.



Before the United States Department of Transportation

Washington, DC

January 12, 2018

Essential Air Service at

EL CENTRO, CALIFORNIA

Docket OST-2008-0299

under 49 U.S.C. 41731 et seq.

This contains Great Lakes Aviation, LTD. response to US DOT Orders Requesting Proposal 2017-12-8.

Great Lakes Aviation, Ltd. is pleased to submit this proposal to provide essential air transportation at El Centro, California.

In accordance with the instructions in the order to provide a "last and final" proposal, Great Lakes has provided a description of the proposed service to this Essential Air Service point.

Great Lakes will provide service at this point as Great Lakes Airlines.

The company will also offer the benefits of its code share agreement with United Airlines at its Los Angeles Hub. In addition, Great Lakes maintains interline ticket and baggage agreements with American and Delta Airlines, which allows for maximum utility of our air service to the airline customers flying in and out of El Centro.

Schedules will be designed to provide maximum connectivity to United Airlines. All proposals contemplate the use of Embraer EMB-120.

Questions and comments may be referred to:

**Philip Lundeen
Chief Financial Officer
Great Lakes Aviation, Ltd.
1022 Airport Parkway
Cheyenne, WY 82001
(307) 432-7000**

or

**James Sullivan
Chief Operating Officer
Great Lakes Aviation, Ltd.
1022 Airport Parkway
Cheyenne, WY 82001
(307) 432-7000**



Great Lakes Aviation, Ltd.

Annual Compensation Requirements for Essential Air Service at
 EI Centro, California (IPL) to Los Angeles (LAX)
 Two Round Trips - EMB-120 Brasilia
 98% completion factor

Departures:	1,223
Block Hours:	1,264
Revenue Passenger Miles:	3,258,000
Available Seat Miles:	6,640,890

Operating Revenues:	
Passenger: IPL-LAX	18,000 psgrs at \$99.00 \$1,782,000

Other:	(at 0.62% of passenger revenue)	\$11,048
--------	---------------------------------	----------

Total Operating Revenues:	\$1,793,048
---------------------------	-------------

Operating Expenses:	
Direct:	
Aircraft and Hull Insurance	\$721,710
Fuel and Oil	\$723,904
Flying Operations	\$527,089
Maintenance	\$1,410,168

Total Direct Expenses:	\$3,382,871
------------------------	-------------

Total Indirect Expenses:	\$1,164,893
--------------------------	-------------

Total Operating Expenses:	\$4,547,764
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Operating Loss	(\$2,754,715)
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Profit Element (5.0% of Total Operating Expenses)	\$227,388
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Annual Compensation Requirement:	\$2,982,104
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Representative Schedule *** [IPL] EI Centro, CA ***

DEPARTURES					
FLT	DPT	ARR	TO	EQP	FREQ
3021	6:45	7:47	LAX	EMB-120	123456
3025	13:30	15:32	LAX	EMB-120	12345.7

ARRIVALS					
FLT	EQP	FREQ	FROM	DPT	ARR
3025	EMB-120	123456	LAX	11:30	12:32
3026	EMB-120	12345.7	LAX	17:00	18:02

No Upline Scheduling Restrictions

Essential Air Service at

El Centro/ Imperial, CALIFORNIA

under 49 USC 41731 *et seq.*

Docket OST 2008-0299

MOKULELE FLIGHT SERVICE, INC.

D/B/A

MOKULELE AIRLINES

RENEWED PROPOSAL TO PROVIDE ESSENTIAL AIR SERVICE

AT

El Centro/Imperial, CA

DOCKET

OST 2008-0299



Proposal to Renew Essential Air Service

Pursuant to Order 2017-12-8, Mokulele Flight Service, Inc. d/b/a Mokulele Airlines respectfully submits this proposal to provide subsidized essential air service to the community and residents of El Centro and Imperial, California for the next two or four years as the community desires. Mokulele Airlines holds a certificate of public convenience and necessity authorizing, and finding Mokulele fit to engage in, scheduled interstate air transportation of persons, property, and mail, and has been doing so for the past 10 years. Our company's foundation is built on service to rural communities. Mokulele Airlines is the incumbent carrier and is very proud of the job we have done over the past two years.

Mokulele: The Right Airline for El Centro/Imperial

El Centro has several air carriers over the past decade. Mokulele has been the one who has found the right combination of:

- Comfortable and Reliable aircraft
- Convenient schedules
- Affordable fares
- A reasonable and sustainable subsidy request
- Access to the national transportation network

Passenger numbers continue to grow every year, and our per passenger subsidy levels are well within the required maximums.

Our Aircraft

Mokulele Airlines operates several Cessna Caravan aircraft. The Caravan is an American made, turboprop aircraft often found in corporate aviation, but utilized by Mokulele Airlines in a nine-seat commuter configuration. The world's best-selling turbine business aircraft, and still in production today, the Caravan can shuttle you with comfort and ample baggage capacity with no "middle" seats.

Dedication to Safety

Mokulele always flies with two pilots, not because we are required to, but because we choose the highest level of safety whenever possible. At Mokulele, safety is not just our number one core

value, but can be found in every area of our company's culture. This past year, Mokulele acquired a full motion flight training device ("flight simulator"), so that our training is as complete as possible and our pilots are ready for any scenario that might come their way.

Efficiency and Reach

Mokulele Airlines is already fully integrated into (Global Distribution System) GDS so that passengers will have multiple channels from which to purchase tickets, including all of the familiar branded GDS portals. Customers will be able to call our central reservations office, book online at www.Mokuleleairlines.com or purchase from travel agents. A number of online travel agencies and meta-search engines, such as Expedia and Kayak, are currently able to carry Mokulele inventory. Mokulele continues to expand its presence on additional online travel agency sites. Passengers are always welcome to simply walk up to the counter if they so desire. Mokulele has an established interline passenger and baggage agreement with Alaska Airlines, giving passengers even further choice and convenience. We plan to announce a new major airline interline partner in the coming months.

General operations and scheduled flights. In the last eight months, Mokulele has maintained a completion rate of nearly **98%** for El Centro flights with over **93%** of those being on time. Flights were only cancelled or delayed due to inclement weather or air traffic control issues in LAX. Mokulele's history of minimizing controllable cancellations and delays has been industry leading.

Mokulele plans to continue the current schedule that seems to meet the needs of the community.

Departing LAX

Los Angeles, CA [LAX]	5:40 AM	7:10 AM	0	801	Except Sat/Sun
Los Angeles, CA [LAX]	7:20 AM	8:45 AM	0	801	Sat only
Los Angeles, CA [LAX]	9:55 AM	11:20 AM	0	803	Except Sat
Los Angeles, CA [LAX]	11:05 AM	12:30 PM	0	803	Sat only
Los Angeles, CA [LAX]	3:05 PM	4:35 PM	0	805	Except Tue/Sat
Los Angeles, CA [LAX]	6:00 PM	7:25 PM	0	807	Tue only
Los Angeles, CA [LAX]	7:05 PM	8:30 PM	0	807	Except Tue/Sat

Departing IPL

Imperial / El Centro, CA [IPL]	7:50 AM	9:15 AM	0	802	Except Sun/Sat
Imperial / El Centro, CA [IPL]	9:10 AM	10:35 AM	0	802	Sat only
Imperial / El Centro, CA [IPL]	1:15 PM	2:40 PM	0	804	Except Sat
Imperial / El Centro, CA [IPL]	2:05 PM	3:30 PM	0	804	Sat only
Imperial / El Centro, CA [IPL]	5:00 PM	6:25 PM	0	806	Except Tue/Sat
Imperial / El Centro, CA [IPL]	9:50 PM	11:15 PM	0	808	Except Sat

Customer service. The Mokulele customer service philosophy has been integral to the success of the service to El Centro/Imperial, highlighting that each passenger is an individual, and each should have their needs addressed accordingly. Our customer service agents, flight crew, and other staff are not only trained to be knowledgeable and attentive, but are selected for their friendly qualities and abilities to express consideration for the needs of our clients. Mokulele passengers

are asked to participate in our survey program upon completion of their flying experience, and comments such as the following have been recorded and are not uncommon:

- “Friendly and personal service. Amazingly smooth take-off and landing. It was great!”
- “Great service! Love check-in time!”
- “Very fast and efficient service. Wonderful staff! My first time with Mokulele, and I plan to return!”
- “Very friendly staff, excellent service. Thank you, Mokulele.”
- “Wonderful, personable employees!”
- “Wonderful, informative staff.”
- “Very friendly and helpful.”
- “Friendly crew and super convenient.”
- “Very good experience!”

Marketing and public relations. This past year, Mokulele has brought our marketing effort all in house and has doubled the size of the department. Mokulele is now or soon to be very active with many online channels such as spotify, taboola, internet retargeting, google adwords, just to name a few.

Promotions. Mokulele is very pleased to offer our Ali'i program to our corporate/business customers and our Imi Loa frequent flyer program to our other loyal customers. Both programs are very rich with benefits and is Mokulele's way of giving back to those who are loyal to us. Also this year Mokulele introduced it's "Wikiwiki" small package service where we can get time sensitive small packages anywhere we fly in a matter of hours.

Internet and social media. With an established website, and the institution of booking capabilities on online travel agency sites and meta-search engines, a number of possibilities have presented themselves for marketing the El Centro/Imperial route globally.

Mokulele has a dedicated Facebook and Twitter account with a solid following of clients and non-clients that are enticed to participate through round-trip ticket contest giveaways. Social media has been a great tool for promoting events and promotions.

Passenger Loads and Sustainability Potential

Mokulele has witnessed excellent growth in ridership since it began service to El Centro/Imperial in May 2016. Mokulele is proud to be El Centro/Imperial's hometown airline. Mokulele has been able to keep fares low and affordable, and has been reliable in performance.

Mokulele welcomes this opportunity to once again be chosen to provide essential air service at El Centro/Imperial, California for the next two or four-year period. We bring a fresh approach, and believe we have presented a proposal that will meet the EAS needs of the communities at reasonable subsidy levels. Thank you for your consideration.

Respectfully submitted,



Rob McKinney

President

Mokulele Flight Service, Inc. d/b/a

Mokulele Airlines

Enclosures

Correspondence regarding this proposal should be directed to:

Rob McKinney

President

Mokulele Airlines

P.O. Box 4409

Kailua-Kona, HI 96745

(808) 283-1858

www.Mokuleleairlines.com

		El Centro
	Factor	IPL-LAX
<u>Revenue:</u>		
Passenger:		
Forecasted Passengers		9,722
Average Revenue / Pax:		
Current: May 2018 -April 2022		\$ 58.50
Revenue / Pax Change		0.00%
Average Revenue / Pax		\$ 58.50
Passenger Revenue		\$ 568,737
Other Revenue:		
Ratio to Passenger Revenue		6.00%
Other Revenue		\$ 34,124
Total Revenue		\$ 602,861
<u>Operating Expenses</u>		
Completed Block Hours		3,424.12
Direct		
Flight Crews	\$ 92.00	315,019
Fuel		
Gallons / Block Hour	52	
Into Plane Cost / Gallon	\$ 3.15	
Fuel Cost / Block Hour	\$ 163.80	560,871
Insurance	\$ 27.61	94,540
Maintenance	\$ 197.32	675,647
Aircraft Lease	\$ 161.00	551,283
Total Direct		\$ 2,197,360
Indirect Expense	34.00%	747,102
Total Operating Exp		\$ 2,944,462
Return	5.00%	147,223
Total Economic Cost		\$ 3,091,685
Surplus / (Deficit)		\$(2,488,824)
Annual Subsidy		\$ 2,488,824
Completed Departures		2,446
Subsidy Per Departure		\$ 1,017.47

DATE SUBMITTED 1/31/2018
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR MORA
 DATE ACTION REQUIRED 2/7/2018

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS (5)

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: CDBG 15-CDBG-1077 STREET AND SIDEWALK IMPROVEMENTS 1. AUTHORIZATION TO SEEK BIDS				
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT				
BACKGROUND/SUMMARY: On June 7, 2017, the City received Clearance of General Conditions and Authorization to incur costs and draw down grant funds. The locations where sidewalks and streets improvements will occur are on 'F' and 'G' Streets from Barioni Boulevard to 15 th Street. During the November 1, 2017 council meeting, staff provided council with an update on the project. The requested \$1,395,349 will be used for street and sidewalk improvements on 'F' and 'G' Streets between Barioni Boulevard and 15th Street. 'F' and 'G' Streets run north to south. Barioni Boulevard and 15th Street run east to west. The distance between both 'F' and 'G' Streets from Barioni Boulevard to 15th Street is approximately 2,600 feet, and the distance on 15 th Street from 'F' to 'H' Streets is approximately 740 feet. See Exhibit A for proposed project completion timeline.				
FISCAL IMPACT: 1,395,349 from The State of California Community Development Block Grant (CDBG) Program	ADMIN SERVICES SIGN INITIALS <u>Finance</u> <u>[Signature]</u>			
STAFF RECOMMENDATION: Authorization to seek bids.	DEPT. INITIALS <u>OM</u>			
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u>[Signature]</u> <u>office</u>			
MOTION:				
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		



Exhibit A

Proposed Project Timeline

Sidewalk Improvement Project

15-CDBG-10577

F & G Streets between Barioni Blvd and 15th Street

Funded by: The State of California

Community Development Block Grant (CDBG) Program

Plans & Bid Documents Completion	Thursday	1/31/18	City Hall
City Council Agenda	Wednesday	1/31/18	City Hall
City Council Notice to Seek Bids	Wednesday	2/7/18	City Council
Send Notice to IV Press for Invitation to Bid	Wednesday / Wednesday	2/14/18 2/21/18	Publication Period
Publish Invitation to Bid IV Press	Sunday/Sunday	2/18/18 2/25/18	City Hall
Pre-Bid Meeting	Monday	3/5/18	City Hall 10:00 a.m.
Bid Opening	Friday	3/9/18	City Hall 3:00 p.m.
Review Bids	Tuesday - Wednesday	3/13/18 3/14/18	City Hall
City Council Agenda	Wednesday	3/14/18	City Hall
City Council Award Project	Wednesday	3/21/18	City Council
Notify Residents of Project/Construction	Thursday – Friday	3/22/18 3/23/18	Hand Deliver
Notify Contractor	Thursday	3/22/18	Mail & phone
Notice to Proceed	Monday	4/2/18	City Hall (10 days after Award)
Pre-Con Meeting	Tuesday	4/3/18	City Hall 10:00 a.m.
Start Project	Wednesday	4/4/18	City Hall
Completion of Project 90 calendar days	Tuesday	7/3/18	City Hall

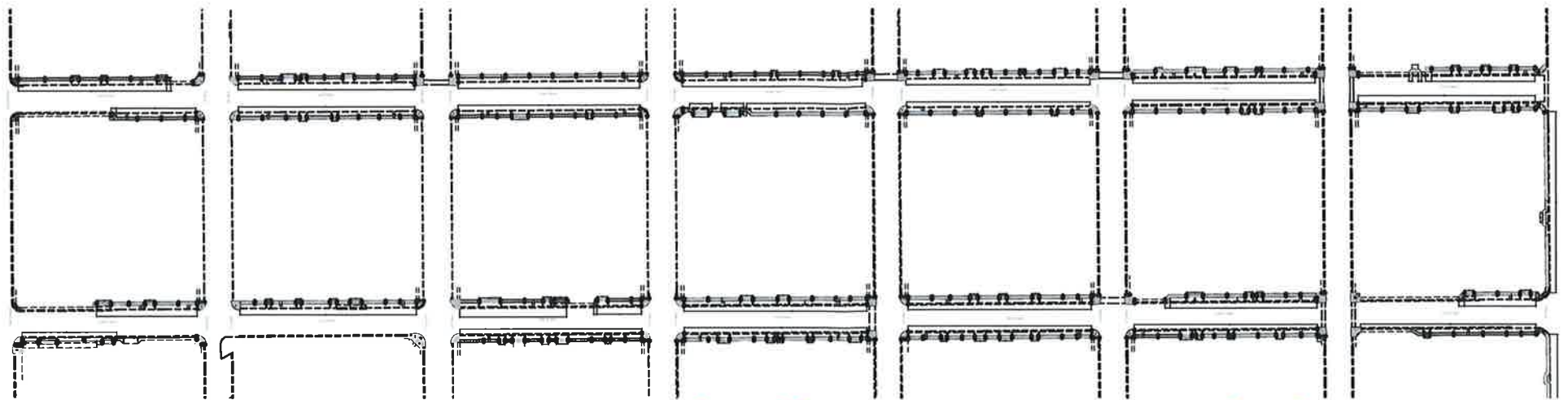
City of Imperial

Community Development Department

420 South Imperial Avenue • Imperial, CA 92251 • Phone: (760)355-1152 • Fax: (760)355-4718

CITY OF IMPERIAL CDBG STREET AND SIDEWALK IMPROVEMENTS 15-CDBG-10577

'F' AND 'G' STREETS FROM BARIONI BLVD. TO 15TH STREET



LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	NEW STANDARD POC CONCRETE IMPROVEMENTS		ALIGNMENT LINE
	REMOVAL/DEMOLITION AREA		STATIONS
	NEW POC CURB AND GUTTER SEE KEYNOTE NO. 1		NEW OFF-SITE IMPROVEMENTS
	NEW POC SIDEWALK SEE KEYNOTE NO. 2		EXISTING SIDEWALKS, DRIVEWAYS, APPROACHES AND RAMPS
	NEW POC SPANDELS SEE KEYNOTE NO. 3		EXISTING OFF-SITE IMPROVEMENTS
			NEW 8' EXPANSION JOINT
			EXISTING STOP SIGN
			EXISTING POLE
			EXISTING STREET LIGHT
			EXISTING FIRE HYDRANT

CONSTRUCTION KEYNOTES

- INSTALL NEW POC CURB AND GUTTER AS PER CITY OF IMPERIAL STD. DETAIL NO. 21. REFER TO TECHNICAL SPECIFICATIONS UNLESS OTHERWISE NOTED. COORDINATE WITH CITY OF IMPERIAL ENGINEERING DIVISION STAFF.
- INSTALL NEW POC SIDEWALK AS PER CITY OF IMPERIAL STD. DETAIL NO. 25-A. REFER TO TECHNICAL SPECIFICATIONS UNLESS OTHERWISE NOTED. COORDINATE WITH CITY OF IMPERIAL ENGINEERING DIVISION STAFF.
- INSTALL NEW 6" THICK 4,500 PSI POC CONCRETE SPANDELS AS PER CITY OF IMPERIAL STD. DETAIL NO. 28. MATCH EXISTING ASPHALT/CONCRETE SURFACE UNLESS OTHERWISE NOTED. CONCRETE MIX SHALL CONTAIN 1-1/2 LBS. OF POLYPROPYLENE FIBER PER CUBIC YARD. COORDINATE WITH CITY OF IMPERIAL ENGINEERING DIVISION STAFF.
- INSTALL NEW ADA RAMP. REFER TO TECHNICAL SPECIFICATIONS AS PER (MODIFIED) CITY OF IMPERIAL STD. DETAIL NO. 23 UNLESS OTHERWISE NOTED. COORDINATE WITH CITY ENGINEERING DEPT. STAFF.
- INSTALL NEW ADA RAMP. REFER TO TECHNICAL SPECIFICATIONS AS PER CITY OF IMPERIAL STD. DETAIL NO. 23-A UNLESS OTHERWISE NOTED. COORDINATE WITH CITY ENGINEERING DEPT. STAFF.
- INSTALL NEW ADA RAMP. REFER TO TECHNICAL SPECIFICATIONS AS PER CITY OF IMPERIAL STD. DETAIL NO. 23-B UNLESS OTHERWISE NOTED. COORDINATE WITH CITY ENGINEERING DEPT. STAFF.

DEMOLITION KEYNOTES

- REMOVE AND DISPOSE EXISTING POC SIDEWALK, CURB, CURB & GUTTERS, DRIVEWAY APPROACHES AND ADA RAMPS. PROTECT IN PLACE ADJACENT IMPROVEMENTS AND/OR STRUCTURES. SAWCUT, REMOVE AND REPLACE ADJACENT EXISTING AC PAVEMENT AS NECESSARY. RECEIPTS FROM APPROVED DISPOSAL CENTER WILL BE REQUIRED.
- REMOVE AND DISPOSE EXISTING POC APPROX. SAWCUT, REMOVE AND REPLACE ADJACENT EXISTING AC PAVEMENT AS NECESSARY. COORDINATE WITH CITY ENGINEERING DEPT. STAFF. RECEIPTS FROM APPROVED DISPOSAL CENTER WILL BE REQUIRED.

SPECIAL NOTES

- NOTES:
- EXCEPTING BY THE STREET LIGHT POLES INSTALLATION, ALL OTHER ELECTRICAL WORK TO BE PERFORMED BY THE CITY OF IMPERIAL PUBLIC SERVICES DEPARTMENT. ALL SUPPLIES AND MATERIALS BY THE CITY OF IMPERIAL. ALL RELATED EQUIPMENT NEEDED FOR STREET LIGHT POLES INSTALLATION TO BE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR TO COORDINATE WITH CITY OF IMPERIAL STAFF.
 - THREE GRATES AND FRAMES TO BE SUPPLIED BY THE CITY OF IMPERIAL. CONTRACTOR TO BE RESPONSIBLE FOR THE INSTALLATION AND ALL OTHER MATERIAL AND EQUIPMENT.
 - ALL PLANTERS, TRASH RECEPTACLES AND BENCHES TO BE SUPPLIED AND INSTALLED BY THE CITY OF IMPERIAL STAFF.
 - ALL IRRIGATION WORK BY THE CITY OF IMPERIAL PUBLIC SERVICES DEPARTMENT. CONTRACTOR TO COORDINATE WITH CITY OF IMPERIAL STAFF.

PROJECT ADDRESS

NORTH "F" STREET FROM BARIONI BLVD. TO 15TH STREET AND
NORTH "G" STREET FROM BARIONI BLVD. TO 15TH STREET
IMPERIAL, CA 92251

OWNER

CITY OF IMPERIAL
430 E. IMPERIAL AVE.
IMPERIAL, CA 92251

ENGINEER

VENER ENGINEERING
853 W. MAIN ST. SUITE 103
EL CENTRO, CA 92243
PHONE (760) 352-8100

SHT.	NO.	CONTENT:
T1	1	TITLE SHEET
P1	2	IMPROVEMENT PLANS
P2	3	IMPROVEMENT PLANS
P3	4	IMPROVEMENT PLANS
P4	5	IMPROVEMENT PLANS
P5	6	IMPROVEMENT PLANS
P6	7	IMPROVEMENT PLANS
P7	8	IMPROVEMENT PLANS
P8	9	IMPROVEMENT PLANS

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF THE WORK OF THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 9103 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

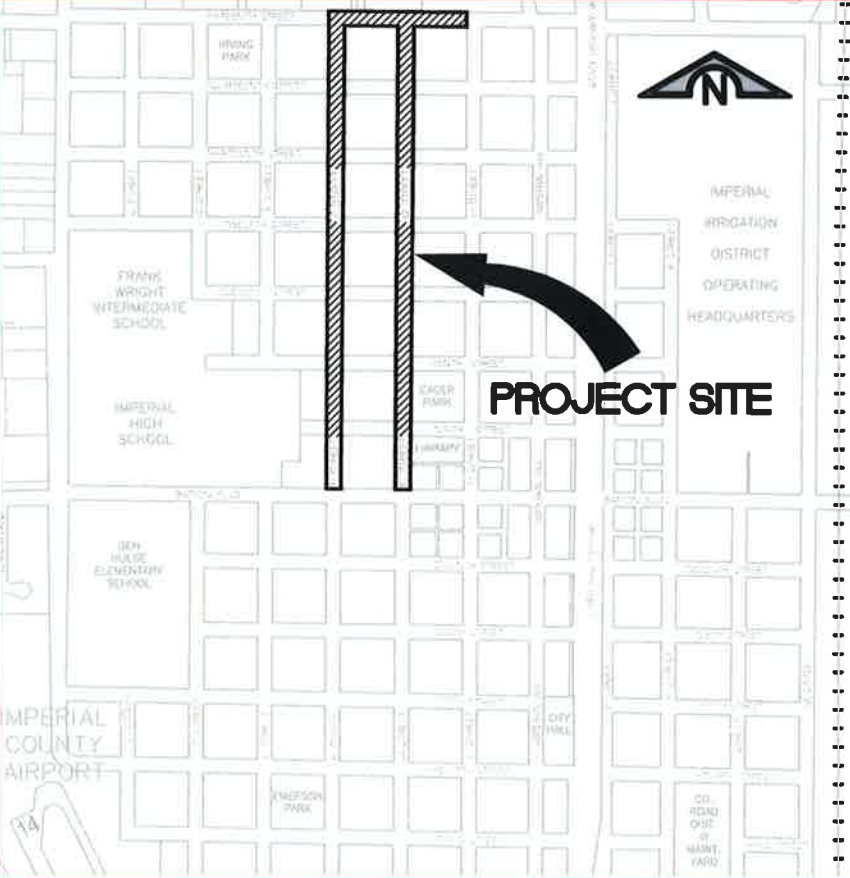
I UNDERSTAND THAT CHECK OF THE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF IMPERIAL IS CONFINED TO REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITY FOR PROJECT DESIGN.

ROBERTO MARTINEZ
VENER ENGINEERING
853 W. MAIN ST. SUITE 103
EL CENTRO, CA 92243
PHONE (760) 352-8100

BY:
ROBERTO C. MARTINEZ P.E.
R.C.E. NO. 74,478
EXPIRATION DATE: 12/31/15

DATE:

VICINITY MAP



REVISIONS

NO.	DESCRIPTION:	DATE:	BY:
Δ			
Δ			
Δ			

BY:
ROBERTO C. MARTINEZ
853 W. MAIN ST. SUITE 103
EL CENTRO, CA 92243
DATE: 10/17/17
R.C.E. NO. C-74478



T1

CITY OF IMPERIAL CDBG STREET AND SIDEWALK IMPROVEMENTS 15-CDBG-10577

SITE PLAN

IN THE CITY OF IMPERIAL, CALIFORNIA

DATE: 10/17/17

SHEET: 1
OF: 9
DRAWN BY: A.A.
REV. BY: J.V.
APPROD. BY: C.M.

DATE SUBMITTED

01/30/2018

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

02/07/2018

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:
***DOGWOOD ROAD PAVEMENT REHABILITATION FROM ATEN BOULEVARD
TO SOUTHEAST CITY LIMIT***

FEDERAL AID PROJECT # RSTP-5134(019) - CITY OF IMPERIAL BID NO. 2017-03

1. APPROVAL OF BALANCING CHANGE ORDER
2. ACCEPTANCE OF COMPLETED WORK

DEPARTMENT INVOLVED: PLANNING DIVISION

BACKGROUND/SUMMARY:

The City was able to obtain funding through the Regional Surface Transportation Program (RSTP) for the rehabilitation and reconstruction of the above-referenced section of Dogwood Rd.

The work included grinding existing AC pavement, HMA leveling course, install ARAM, ARHM overlay, new pavement striping, installation of a traffic loop and road traffic control around the construction zones.

An individual contract was awarded to Aggregate Products, Inc. through competitive bidding process for the proper completion of the above-described work.

All work was completed per Approved Improvement Plans. Final quantities have been accounted in the balancing change order attached herewith for review and approval.

The construction project was successfully completed on December 30, 2017.

FISCAL IMPACT:

Original Contract Sum: _____ \$ 289,913.50
Net Change by C.O. : _____ \$ 15,255.30 (+5.26%)
Total Amount Including C.O.: **\$ 305,168.80**

ADMIN *Finance*
SERVICES
SIGN INITIALS 

STAFF RECOMMENDATION: Staff recommends City Council approval of balancing change order and acceptance closing of the project.

DEPT. INITIALS OM

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS 
office

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

CITY OF IMPERIAL

EXHIBIT "A": Balancing Change Order Report

FOR

Dogwood Road Pavement Rehabilitation from Aten Boulevard to Southeast City Limit
FEDERAL AID PROJECT # RSTP-5134(019) / MPO ID: IMP 160406 - BID NO. 2017-03

Item No.	Bid Item Description	Units	Estimated Quantity	Unit Price (\$)	Contract Amount (\$)	As-Built Quantity	As-Built Amount (\$)	Difference
1.	Mobilization (a)	LS	1	30,000.00	30,000.00	1	30,000.00	0
2.	Traffic Control & Construction Area Signs	LS	1	11,900.00	11,900.00	1	11,900.00	0
3.	Cold Plane AC – Joint Detail per Detail B on Sheet C1	SF	1,500	4.75	7,125.00	1,500	7,125.00	0
4.	3/4" Leveling Course: 1/2" Hot Mix Asphalt Type A and SS1h Tack Coat	TON	320	139.00	44,480.00	378.49	52,610.11	8,130.11
5.	3/8" Asphalt Rubber Aggregate Membrane (ARAM)	SF	70,700	0.98	69,286.00	69,147.00	67,764.06	-1,521.94
6.	1.5" Asphalt Rubber Hot Mix (ARHM) Overlay: 1/2" Aggregate / Type Gap Graded (GG)	TON	640	139.00	88,960.00	726.67	101,007.13	12,047.13
7.	Shoulder Backing at Edge of Pavement using Class II Base per Detail C on Sheet C1	LF	5,050	4.25	21,462.50	5,050	21,462.50	0
8.	Pavement Striping & Raised Pavement Markers	LS	1	6,100.00	6,100.00	1	6,100.00	0
9.	Install Traffic Loop	EA	1	6,000.00	6,000.00	1	6,000.00	0
10.	SWPPP Permit / SWPPP Implementation	LS	1	1,200.00	1,200.00	1	1,200.00	0
11.	Install a Dig Out (4 inch thick ARHM)	SF	400	8.50	3,400.00	0	-	-3,400
TOTAL =					\$ 289,913.50		\$ 305,168.80	\$15,255.30



GENERAL ENGINEERING LIC. NO. 698013

VIA FAX: (760) 355-4718
ORIGINAL BY MAIL

January 25, 2018

Jesus Villegas
City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

RE: Dogwood Road Pavement Rehabilitation
RSTP-5134(019)
API Job No. 0074

Dear Mr. Villegas:

This is to notify you that all work on referenced project have been completed as of December 30, 2017.

Very truly yours,

A handwritten signature in blue ink that reads "John Velez".

John Velez

JV/jt

9500 Beverly Road
Pico Rivera CA 90660-2135

E-mail: engrnmmainc@earthlink.net

Tel: (323) 558-8000
Fax: (323) 558-8055

Z:\ENGRNG\Jobs\2018\A0074 Imperial_Dogwood Road\Project Completed.docx

DATE SUBMITTED 1/31/2018
 SUBMITTED BY City Manager's Office
 DATE ACTION REQUIRED 2/07/2018

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION: ORDINANCE OF THE CITY OF IMPERIAL PROHIBITING THE SALE OF FIREWORKS;
 1. REVIEW AND PROVIDE DIRECTION TO THE CITY MANAGER REGARDING ORDINANCE NO. 726 PROHIBITING THE SALE OF FIREWORKS WITHIN THE CITY OF IMPERIAL.

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE

BACKGROUND/SUMMARY:

As per the direction of the City Council, the City Manager, City Attorney, Police Chief and IC Fire Chief met to discuss and review the current ordinance no. 726 that prohibits the sale of "safe and sane" fireworks within the City of Imperial. After discussion it is the opinion and recommendation of the City to amend/repeal ordinance no. 726 to allow for the sale of "safe and sane" fireworks. Included in your Council packet you will find an updated draft ordinance to repeal and replace no. 726. This draft was presented to the City Council back in February 2015.

FISCAL IMPACT: N/A

FINANCE INITIALS 

STAFF RECOMMENDATION:

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: It is the City Manager's recommendation for the City Council to consider the repeal and replacement of Ordinance No. 726

CITY MANAGER'S INITIALS 
 office

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ☐ REJECTED ☐
 DISAPPROVED ☐ DEFERRED ☐
 REFERRED TO:

CITY COUNCIL ON 02-18-15
Re-Introduced 02.07.18

ORDINANCE NO. 784

**AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING CHAPTER 8 OF
THE IMPERIAL MUNICIPAL CODE TO ALLOW FOR SALES OF SAFE AND
SANE FIREWORKS DURING SPECIFIED PERIODS OF TIME**

THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES ORDAIN AS FOLLOWS:

SECTION 1: Section 8-2 OF Article II of Chapter 8 of the Imperial Municipal Code is hereby amended to read as follows:

Section 8-2. Prohibited Generally. It shall be unlawful for any person in the City to burn any brush, grass, weeds paper or other rubbish or material or vegetation of any kind whatsoever, or to make, build or burn any material within any street, alley, park, private property or place in the City. It shall be unlawful for any person to ignite, discharge, project or otherwise fire or use, any safe and sane fireworks or dangerous fireworks as defined in this ordinance within the City of Imperial.

SECTION 2: Sections 8-30 through 8-51 of Article V of Chapter 8 of the Imperial Municipal Code are hereby enacted to read as follows:

ARTICLE V

FIREWORKS

Section 8-30. Purpose and Authority.

Section 8-31. Title.

Section 8-32. Administration.

Section 8-33. Definitions.

Section 8-34. Fireworks unlawful

Section 8-35. Permits for public fireworks displays.

Section 8-36. Application fee for public fireworks displays.

Section 8-37. Defense and indemnity of City.

Section 8-38. Liability insurance.

Section 8-39. Possession of safe and sane fireworks permitted.

Section 8-40. Sale of safe and sane fireworks.

Section 8-41. Applications for fireworks sales permits.

Section 8-42. Fireworks sales permit requirements.

Section 8-43. Denial of permit and appeals process.

Section 8-44. Fireworks stands requirements..

Section 8-45. Sales to minors.

Section 8-46. Revocation of fireworks sales permits and appeal.

Section 8-47. Seizure of fireworks.

Section 8-48. Public education.

Section 8-49. Administrative regulations.

Section 8-50. Violation unlawful-Administrative citations.

Section 8-51. Conflict with Imperial Municipal Code.

Section 8-52. Severability.

Section 8-30. Purpose and authority.

The purpose of this chapter is to regulate the possession and sale of fireworks within the City of Imperial. The city council enacts this chapter pursuant to its general police powers and the State of California Fireworks Law, Sections 12500 through 12728 of the California Health and Safety Code, and State of California Fireworks Regulations, Chapter 6 of Title 19 of the California Code of Regulations.

Section 8-31. Title.

This Article may be cited as the "Imperial Fireworks Ordinance."

Section 8-32. Administration.

This chapter shall be administered by the Imperial Fire Department.

Section 8-33. Definitions.

For the purposes of this chapter, the following definitions shall apply:

"City" means the City of Imperial.

"City Clerk" means the city clerk of the City or the City Clerk's designee.

"City Manager" means the city manager of the City or the City Manager's designee.

"Dangerous fireworks" means dangerous fireworks as defined in Health and Safety Code Section 12505.

"Fire Chief" means the Fire Chief of the City or the Fire Chief's designee.

"Fireworks sales permit" means a permit issued in accordance with Article.

"Fireworks stand" means a structure of a temporary nature used in the sale, offering for sale, or display for sale of safe and sane fireworks.

"Fireworks wholesaler" means any person who sells fireworks to other persons for resale by such persons.

"Nonprofit organization" means any nonprofit association, charity or corporation organized primarily for veterans, patriotic, welfare, civic betterment, educational, youth development or charitable purposes which is tax exempt pursuant to Internal Revenue Code Sections 501(c)3, 4, 6, 7, 8, 9, 10, 19, 23, or 26, that serves, in whole or in part, the residents of the City of Imperial.

"Police Chief" means the Police Chief of the City or the Police Chief's designee.

"Qualified applicant" means any nonprofit organization which has met all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for a fireworks sales permit and which continues to meet the criteria for the duration of the fireworks sales permit.

- (a). The nonprofit organization must have a minimum bona fide membership of at least ten adult members who either reside in the City, are employed in the City or who are owners or operators of a business located in the City. The organization shall upon request provide documentation demonstrating the minimum bona fide membership to the satisfaction of the Fire Chief.
- (b). The nonprofit organization shall not have been found by any court of competent jurisdiction or city administrative hearing officer to be in violation of any civil or criminal local, state or federal law relating to fireworks, including this Article within thirty-six months prior to the nonprofit organization's submittal of an application for a fireworks sales permit.
- (c). The nonprofit organization must not have had a permit to sell fireworks revoked by any jurisdiction within thirty-six months prior to the nonprofit organization's submittal of an application for a fireworks sales permit.

"Safe and sane fireworks" means safe and sane fireworks as defined in Health and Safety Code Section 12529 and 12562.

"Responsible person" means a person who causes a violation of this chapter to occur or who allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee or independent contractor causes a violation to occur or allows a violation to exist or continue. Provided, that:

- (a). There is a rebuttable presumption that the record owner of a residential parcel, as shown on the county's latest equalized property taxes assessment rolls, and any lessee of a residential parcel, has notice of any violation existing on said property.
- (b). More than one person may be a responsible person for a single violation.
- (c). Any person, regardless of age may be a responsible person. However, every parent, guardian or other person, having the legal care, custody or control of any minor person (defined as any person under eighteen years of age) is a responsible person for violations committed by such minor, in addition to the minor him or herself, if such parent, guardian or other person knows or reasonably should know that a minor is in violation of this Article. There is a rebuttable presumption that any such parent, guardian or other person having the legal care custody or control of a minor person knows or reasonably should know whether such minor is in violation of this Article.

Section 8-34. Fireworks unlawful.

Except as otherwise provided in this chapter, no person shall possess, sell, use, display or explode any "dangerous fireworks," or any "safe and sane fireworks," including, but not limited to, any rocket, firecracker, roman candle, squib, torpedo, wire core sparkler, wooden core sparkler, black cartridge, aerial shell or other combustible device or explosive substance or any kind of fireworks, by whatever name known, within the City of Imperial.

Section 8-35. Permits for public fireworks displays.

It shall be unlawful to cause, allow, permit, aid, abet, or suffer any discharge of "dangerous fireworks" (including a public display) or any use of special effects without having first obtained a permit from the Fire Chief as provided herein.

The Fire Chief may grant permits for those activities enumerated in Section 12640 of the California Health and Safety Code, including supervised public displays of fireworks by a public agency, fair association, amusement park, or other organization, or for the use of fireworks by artisans in pursuit of their trade. Each such use or display shall be handled by a licensed pyrotechnic operator (as defined by Section 12527 of the California Health and Safety Code), and shall be of such character and so located, discharged or fired following the receipt of the recommendation by the fire chief, will not be hazardous or endanger any property or persons.

Section 8-36. Application fee for public fireworks displays.

Every application for permit to conduct a public display of fireworks or for other use of fireworks as permitted by ordinance shall be accompanied by a nonrefundable fee.

Section 8-37. Defense and indemnity of City.

Every applicant for a permit to conduct a public display of fireworks or for other use of fireworks as permitted by Section 8-35 shall agree to defend, indemnify and hold the City of Imperial, its officers and employees, harmless from any and all claims for damages or other costs arising out of the activity authorized by the permit.

Section 8-38. Liability insurance.

Every recipient of a permit to conduct a public display of fireworks or for other use of fireworks as permitted by section 8-35 shall maintain a corporate surety bond or policy of public liability and property damage insurance. The policy shall provide coverage for bodily injury (including death) and property damage with policy limits of not less than \$5,000,000.00 combined single limits. Such policies shall contain a provision which includes the City, its officers, officials, agents, and employees as additional insured's and provides that said insurance provides primary coverage as to the City without contribution by other City policies or self-insured retentions. Such policies shall also contain an endorsement that the company issuing such policy or policies will not allow the same to be cancelled without serving, by first class mail, ten days' notice of cancellation upon the City Clerk.

Following approval of the permit by the Fire Chief as provided in section 8-35, no permit shall be issued until the permittee furnishes the City Clerk a "certificate of insurance" for each insurance policy required by this Section, in a form approved by the city attorney.

Notwithstanding any other provision of this chapter, the failure of the permittee to carry such policy or policies in force shall result in the automatic revocation of the permit as of the date of expiration of such insurance policy or policies. Should a permit be automatically revoked as a consequence of this provision, the payment of the full amount of the permit fee required by this Article shall be made to the City before the revoked permit may be reinstated.

Section 8-39. Possession of safe and sane fireworks permitted.

Notwithstanding any provisions of this Article to the contrary, the possession of safe and sane fireworks shall be lawful during the period of 12:00 noon on the 28th of June through 12:00 noon on the 6th of July of the same calendar year; provided, however, that it shall be unlawful to possess any modified or altered safe and sane fireworks. It shall be unlawful to use or discharge any safe and sane fireworks.

Section 8-40. Sale of safe and sane fireworks.

Notwithstanding any provisions of this chapter to the contrary, the possession and retail sale to the public of safe and sane fireworks is permitted between 12:00 noon and 10:00 p.m. on the 28th of June of each year and from 9:00 a.m. through 10:00 p.m. on June 29th through the 4th of July of the same calendar year, by those nonprofit organizations possessing a current firework sales permit.

Section 8-41. Applications for fireworks sales permits and lotteries.

- (a) Submission of applications by qualified applicants.
 - 1. No nonprofit organization shall submit more than one application for a fireworks sales permit. If the City receives two or more applications containing the same tax identification number, only one application shall be accepted.
 - 2. Each application will be screened by the Fire Chief to determine if the nonprofit organization submitting it meets the criteria to be classified as a "qualified applicant."
- (b) Every application for a fireworks sales permit shall be accompanied by a nonrefundable pyrotechnics and special effects California Fire Code permit application fee.
- (c) All applications for fireworks sales permits shall be submitted in writing to the City Clerk on forms supplied by the City. Applications may be filed from January 1 through March 1, inclusive. Applications filed before or after these periods will not be accepted.
 - 1. If there are more qualified applicants than the maximum number of fireworks sales permits available, then the Fire Chief shall conduct a random drawing to determine to whom the available fireworks sales permits shall be issued.

The drawing shall occur in March of each year. Those qualified applicants which have been successful in being awarded a fireworks sales permit shall have up to thirty calendar days to submit all information required by the fire chief.
 - 2. Applications for fireworks sales permits will be reviewed by the Fire Department, Police Department and the City Clerk, as needed, pursuant to this chapter. Fireworks sales permits shall be issued by the Fire Chief.

Section 8-42. Fireworks sales permit requirements.

- (a) Each fireworks sales permit recipient may operate only one fireworks stand. The maximum number of fireworks sales permits which may be issued during any one calendar year shall be no greater than five.
- (b) Other provisions regarding fireworks sales permit applications.
 - 1. After the maximum number of fireworks sales permit recipients has been chosen, the remaining qualified applicants shall be drawn and assigned as alternates according to the order drawn. Each alternate, according to the order drawn, shall be offered a fireworks sales permit if one of the original permittees fails to meet the requirements of this Article, or if a permittee voluntarily surrenders its fireworks sales permit, or if a fireworks sales permit is revoked.
 - 2. Two or more eligible nonprofit organizations may jointly submit an application pursuant to this chapter and may receive a single fireworks sales permit to jointly sell fireworks, provided that each must be a qualified applicant. Fireworks sales permit recipients may select one or more other qualified applicants to join it in a joint venture operation of the fireworks stand, provided that any such joint venture must have been a qualified applicant that applied unsuccessfully for a fireworks sales permit that same year.
 - 3. Fireworks sales permits are valid only during the calendar year issued.
- (c) Each nonprofit organization receiving a fireworks sales permit must have a least one representative attend a fireworks stand operator safety seminar, approved by the Fire Chief, for the same year in

which the fireworks sales permit is issued. Failure of a nonprofit organization to attend the seminar shall result in the revocation of the fireworks sales permit.

- (d) Subsequent to selection for issuance of fireworks sales permit, but prior to the issuance of a fireworks sales permit, and in addition to those other requirements set forth in this Article or on the permit application, each permittee shall provide or demonstrate compliance with all of the following:
 - 1. A copy of the permittee's retail fireworks license issued by the office of the California State Fire Marshal.
 - 2. A copy of the permittee's California State Board of Equalization Temporary Sellers Permit.
 - 3. Payment of a refundable City of Imperial fireworks sales permit application fee.
 - 4. Insurance coverage as required by the provisions of this Article.
 - 5. Pyrotechnics and Special Effects California Fire Code Permit issued by the Imperial Fire Department.

Section 8-43. Denial of permit and appeals process.

- (a) After conducting an investigation consistent with Health and Safety Code Section 12640 et seq., the Fire Chief shall issue a fireworks sales permit to qualified applicants chosen unless:

The Fire Chief finds, in writing, that the applicant has failed to provide sufficient plans, information or data necessary to safely and/or responsibly achieve compliance with the requirements of this Article.

The Fire Chief finds, in writing, that the applicant is not in compliance with any of the requirements of this Article.

- (b) Any denial of a fireworks sales permit application to sell fireworks issued pursuant to the fireworks code may be appealed to the City Council consistent with Health and Safety Code Section 12647 within ten calendar days in writing.

Section 8-44. Fireworks stands.

- (a) All retail sales of safe and sane fireworks shall be permitted from within a temporary fireworks stand only. The retail sale of fireworks from any other building or structure is prohibited.
- (b) No fireworks stand may be erected more than seven calendar days prior to July 4 by any person not affiliated with a nonprofit organization to which a fireworks sales permit has been issued.
- (c) Fireworks stands must be located on lots that have an all-weather surface and adequate off-street parking to meet the requirement of any existing use or uses as well as the fireworks stand.
- (d) Fireworks stands are permitted only in the following zoning districts, as defined and delineated in the Imperial City Code:
 - 1. Neighborhood Commercial (C1).
 - 2. Medium Commercial (C2).
 - 3. Heavy Commercial (C3).
 - 4. Light Manufacturing (M1).
 - 5. Heavy Manufacturing (M2).
- (e) Each fireworks stand must post each of the following in a prominent place inside the fireworks stand:
 - 1. Fireworks sales permit issued by the City of Imperial Fire Department.
 - 2. Temporary seller's permit issued by California State Board of Equalization.
 - 3. Retail fireworks license issued by California State Fire Marshal.
 - 4. Proof of insurance.

5. "No Smoking" signs.
 6. A sign no less than 17' by 22" with lettering not less than one inch in height stating: "DISCHARGE OF FIREWORKS WITHIN IMPERIAL CITY LIMITS IS UNLAWFUL" (City of Imperial Municipal Code Section 8-2).
- (f) Fireworks stands shall not be located closer than three hundred feet apart, unless separated by a major arterial roadway.
 - (g) Fireworks stands shall comply with current National Fire Protection Association standard NFPA 1124 for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles.
 - (h) Fireworks stands shall not be located within twenty-five feet of any other building or structure.
 - (i) No fireworks shall be located within one hundred feet of a location where gasoline or any other flammable liquids are stored or dispensed.
 - (j) Each fireworks stand shall comply with fire prevention standards as adopted and enforced by the Fire Chief.
 - (k) All fireworks stands shall be inspected and approved by the Fire Chief prior to the sale of any fireworks.
 - (l) All weeds or other vegetation, and combustible material shall be cleared from the location of the fireworks stand to at least a twenty-five-foot radius surrounding the fireworks stand.
 - (m) No fireworks stand shall have a floor area in excess of five hundred square feet or a length greater than fifty feet.
 - (n) Each fireworks stand shall have at least two exits. Each fireworks stand in excess of forty feet in length shall have at least three exits, equally spaced. In no case shall the distance between exits required by this section exceed twenty feet. Exit doors shall be not less than twenty-four inches wide, six feet in height and must open in the direction of exit travel.
 - (o) "NO SMOKING" signs shall be prominently displayed on all sides of the fireworks stand. Smoking is prohibited within fifty feet any fireworks stand.
 - (p) Each fireworks stand shall have two, currently certified, dry chemical fire extinguishers in good working order that are easily accessible in case of fire.
 - (q) Each fireworks stand must have an adult in attendance and in charge thereof when the fireworks stand is open to the public for sale or dispensing of fireworks and when fireworks are being delivered to, or taken from, the fireworks stand.
 - (r) No person may remain inside the fireworks stand after close of business.
 - (s) When the fireworks stand is not being used for the sale and/or display of fireworks, all fireworks shall be stored in a manner consistent with one of the following:
 1. Within a reinforced, heavy metal, fully-enclosed container, a walk-in type drop box, or equivalent, as approved by the fire chief.
 2. Returned daily to a fireworks wholesaler for storage at an approved and properly zoned location.
 - (t) No fuel-powered generator or similar equipment shall be allowed within fifty feet of a fireworks stand.
 - (u) No person other than individuals who are bona fide members of the nonprofit organization which holds the fireworks sales permit, and/or joint venture nonprofit organization(s), or the spouses, registered domestic partners, parents or adult children of such members, shall sell or otherwise participate in the sale of fireworks.
 - (v) No minor (defined as any person under the age of eighteen years) shall sell or participate in the sale of safe and sane fireworks or handle any fireworks.

- (w) Drinking or possession of alcoholic beverages in a fireworks stand or within one hundred feet of a fireworks stand is prohibited, except within a permanent business establishment unaffiliated with the fireworks stand and which preexisted the fireworks stand.
- (x) No person shall be paid any consideration by the permittee or any fireworks wholesaler for selling or otherwise participating in the sale of safe and sane fireworks. Notwithstanding the foregoing, compensation may be paid for licensed security personnel and to any person permitting or leasing the location of the fireworks stand on its property as a payment for such permit or lease.
- (y) All fireworks shall be retained at the fireworks stand. In no event shall unsold fireworks be removed from the approved location to any other place without written approval of the Fire Chief.
- (z) All unsold stocks of fireworks in the hands of the permittee after 10:00 P.M. on the 4th day of July shall be returned to the fireworks wholesaler by 12:00 P.M. on July 6 of the same calendar year.
- (aa) No later than July 10 of each calendar year, each fireworks stand shall be completely removed and the premises upon which it was located shall be cleared of all debris and restored to the condition it was in prior to the establishment of the fireworks stand.
- (bb) Fireworks stands shall be permitted to have no more than two double-sided signs with a maximum area of sixty-four square feet per side. All such signs shall be located on the same site as the fireworks stand they identify or advertise. Signs may not be placed in such a manner as to interrupt the normal flow of vehicle or pedestrian traffic or to cause any sight distance problems for such traffic. Placement of such signs shall be subject to the review and approval of the fire chief, the community development department and the police department. In no case shall the sign placement interfere with traffic or any other safety related concern. The above-described signs may be displayed seven calendar days prior to July 4.

Section 8-45. Sales to minors.

It is unlawful to sell fireworks to minors.

Section 8-46. Revocation of fireworks sales permits and appeal.

- (a) The Fire Chief may revoke the fireworks sales permit of any permittee who violates any of the provisions of this Article. The Fire Chief shall inform the permittee that it may seek review of the decision by the City Manager on the next business day. The decision of the City Manager, or his or her designee, shall be final.
- (b) Any permittee whose fireworks sales permit has been revoked shall be barred from receiving a future fireworks sales permit under this Article or under any subsequent ordinance establishing a fireworks sales permit for up to three years from the date of the revocation.

Section 8-47. Seizure of fireworks.

The Fire Chief or Police Chief may seize, take, remove or cause to be removed, at the expense of the holder of a fireworks sales permit or licensed fireworks wholesaler, all stock of fireworks offered or exposed for sale, stored or held in violation of this Article when such violation creates an imminent danger and a grave threat to public health or safety. The official removing such fireworks shall provide written notice to the owner thereof, and an opportunity within two business days to be heard by the Fire Chief with respect to such seizure.

In the event the violation does not pose imminent danger and a grave threat, the Fire Chief or Police Chief shall provide written notice and an opportunity to be heard prior to any seizure.

Section 8-48. Public education.

Each fireworks wholesaler supplying one or more permittees under this article shall annually submit a public education plan to the Fire Chief no later than 5:00 p.m. on June 1. Said public education plan

shall outline the public safety and education efforts for that year that have been initiated, supported and/or delivered, by each fireworks wholesaler within the City.

Section 8-49. Administrative regulations.

The Fire Chief is authorized to promulgate administrative regulations and procedures necessary for the successful and effective implementation of this Article including, but not limited to, rules and procedures governing the submission and random selection of applications to sell safe and sane fireworks and rules and procedures governing situations where two or more fireworks sales permit recipients propose to establish fireworks stands within three hundred feet of each other, in violation of section 8-44(f) of this Article.

Section 8-50. Violation unlawful—Administrative citations.

- (a) It is unlawful, and a misdemeanor, to violate any provision of this chapter, provided, however, that a violation of this chapter may, at the discretion of the Police Chief, Fire Chief or prosecuting attorney, be charged and prosecuted as an infraction.
- (b) In addition to any other enforcement mechanism prescribed by law, this chapter may be enforced by the issuance of administrative citations pursuant to the Imperial Municipal Code.

Section 8-51. Conflict with Imperial Municipal Code.

In the event that any provision of this chapter conflicts with any provision of the Imperial Municipal Code, the provisions of this Article shall prevail.

Section 8-52. Severability.

If any section, subsection, paragraph, sentence, clause or phrase of this chapter for any reason shall be held to be invalid or unconstitutional, the decision shall not affect the remaining portions of the Article. The Council of the City of Imperial hereby declares that it would have passed this chapter and each article, section, subsection, paragraph, sentence, clause or phrase which is a part thereof, irrespective of the fact that any one or more articles, sections, subsections, paragraphs, sentences, clauses or phrases are declared to be invalid or unconstitutional.

SECTION 3: Section 12-49b) of Article I of Chapter 12 of the Imperial Municipal Code is hereby amended to include Safe and Sane Fireworks Sales

SECTION 4: Effective Date. This ordinance shall take effect and shall be in force thirty (30) days after the date of adoption, and prior to the expiration of fifteen (15) days from the passage thereof, shall be published at least once in a newspaper of general circulation printed and published in the County of Imperial, together with the names of the members of the City Council voting for and against the same.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this ____ day of _____, 2015

Mayor of the City of Imperial

ATTEST:

by _____

City Clerk

Ordinance No. 726

ORDINANCE OF THE CITY OF IMPERIAL PROHIBITING SALE OF FIREWORKS

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

SECTION 1: Section 8-2 of Article II of Chapter 8 of the Imperial Municipal Code is hereby amended to read as follows:

Section 8-2. Prohibited generally. It shall be unlawful for any person in the City to burn any brush, grass, weeds, paper or other rubbish or material or vegetation of any kind whatsoever, or to make, build or burn any material within any street, alley, park, private property or place in the City. It shall be unlawful to sell or discharge fireworks within the City.

SECTION 2: Sections 8-30 through 8-36 of Article V of Chapter 8 of the Imperial Municipal Code are hereby repealed.

SECTION 3: Section 12-4(b) of Article I of Chapter 12 of the Imperial Municipal Code is hereby amended as follows:

b) Category II:

Abstract & Tile Companies	Interior Decorating
Accounting Firms	Jewelry
Advertising Companies	Junk Collectors
(Brochures, etc.)	Laboratories
Air Conditioning Sales & Service	Laundries, Laundromats
Aircraft Sales & Service	Lawyers
Architects	Leasing
Assayers	Leather & Tack Shops
Auditors	Locksmith
Auto Accessories, Retail	Lunch Counters
Auto Body & Painting Shops	Machine Shops
Auto Repairs	Mattress Works
Auto Service Stations	Meat Markets, retail
Bakeries, retail	Music Stores
Blacksmiths	News Dealers
Book Stores	Office Supplies
Bottling Works	Optometrists & Opticians
Bus Service	Osteopath
(Not covered by PUC)	Paint, Carpeting & Linoleum
Cafes	Pest Control
Car Rentals	Photographer
Catering Service	Physician & Surgeon

Cement and Concrete Works	Plasterer
Child Care	Plumber
Cleaning & Pressing	Poultry Sales
Clothing Stores	Pump Sales & Service
Cobblers	Real Estate Agents
Confectioneries	Repair Shops
Contractors:	Restaurants
Electrical	Sand & Gravel Dealer
Painting	Scales, Public
Plumbing	Seamstress
Roofing	Secondhand Dealer
Specialties	Security Service
(See Category III for General)	Service Stations
Dairy, retail	Sheet Metal Works
Dealers, second-hand	Shoe Repair Shops
Deliveries	Shoe Stores
Dentists	Sign Companies
Doctors	Skating Rink
Drive-In Cafes	Soda Fountain
Dry Goods	Sporting Goods
Electrical Appliances	Storage & Freight
Feed Stores	Surgeons
Fertilizer & insecticides	Suppliers to Retail Businesses
Florists	Taxi Dispatch Terminal
Freight & Storage	Tailor
Furniture	Tack & Leather Shops
Gardening, lawn service	Termite & Pest Control
Guard Dog Security Service	Tinsmith
Handyman	Tire, Retail
Household Appliances	Title Company
House Moving	Truck Rentals
	Upholstery Shops
	Van & Storage
	Variety Stores
	Vegetable, Retail
	Vending Machine Company
	Water Distributor
	Welding Shop

SECTION 4: Effective Date. This ordinance shall take effect and shall be in force thirty (30) days after the date of its adoption and prior to the expiration of fifteen (15) days from the passage thereof shall be published at least once in a newspaper of general circulation, printed and published in the City of Imperial, State of California, together with the names of the members of the City Council voting for and against the same.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 19th day of July, 2006.



Mayor of the City of Imperial

ATTEST:

By 

City Clerk

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)ss
CITY OF IMPERIAL)

I, Debra Jackson, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. 726 had its 1st reading on July 5, 2006, and its 2nd reading on July 19, 2006 was passed by the following roll call vote:

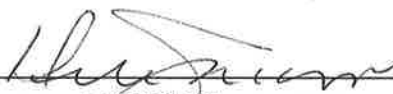
AYES: DALE, MAZEROLL, SAMPSON AND GRAN

NOES: NONE

ABSENT: COX

ABSTAIN: NONE

MOTION CARRIED 4-0



DEBRA JACKSON, CITY CLERK
CITY OF IMPERIAL, CALIFORNIA

DATE SUBMITTED

1/31/2018

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

2/7/2018

COUNCIL ACTION
PUBLIC HEARING REQUIRED
RESOLUTION

☒

☐

☒

ORDINANCE 1ST READING
ORDINANCE 2ND READING
CITY CLERK'S INITIALS

☐

☐

☒

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: POLICIES AND PROCEDURES FOR MEDICAL CANNABIS USES

1. Approval of Resolution Adopting Application Process and Policies and Procedures regarding Medical Cannabis Uses outlined in Ordinance 795

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

The City of Imperial City Council recently approved Ordinance 795. Per Ordinance 795 section "15-85.17 Application for permit (b)":

All applicants shall submit written information to the City Manager that shall include, as applicable, plans for security, odor mitigation, waste disposal, pest management, product testing, worker safety and compensation, local hiring, non-diversion of product, facility location, capitalization, business plans, applicant complaint history, criminal background checks, plan for minimizing environmental impacts, compliance with City building and fire codes, and any additional information deemed necessary by the City Manager. The City Manager may design application forms specific to each permitted category and require inspections of proposed facilities before issuing a permit under this Chapter."

Staff has formulated application forms and sets of policies and procedures in order to processes the uses outlined in Ordinance 795. Staff believes the adoption of these policies and procedures will assist potential applicants, staff and council with the high frequency of questions and concerns regarding this land use.

Please see attachments.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN Finance
SERVICES
SIGN INITIALS JS

STAFF RECOMMENDATION:

Staff recommends approval of the resolution adopting policies, procedures and application process for uses outlined in Ordinance 796.

DEPT. INITIALS OM

MANAGER'S RECOMMENDATION:

CITY
MANAGER's
INITIALS
office

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ☐

DISAPPROVED ☐

REJECTED ☐

DEFERRED ☐

REFERRED TO:

“EXHIBIT A”

CITY OF IMPERIAL RESOLUTION 2018-

ESTABLISHMENT OF POLICIES, PROCEDURES AND APPLICATION PROCESSES FOR MEDICAL CANNABIS USES OUTLINED IN ORDINANCE 795.



APPLICATION PROCEDURE TO OPERATE A MEDICAL CANNABIS FACILITY IN IMPERIAL

The application process for a license to operate a Medical Cannabis Facility/Operation or Delivery/Transportation Service in Imperial will open on March 5, 2018. The application period will run for sixty (60) days. The closing date will be May 4, 2018.

Applications will be available at the Community Development Department located at City Hall. For questions regarding the application process please review the FAQ's, at the City of Imperials webpage: www.cityofimperial.org.

This document outlines the application process, required materials, and other information necessary to operate a MCD or Delivery/Transportation service in Imperial.

To be considered, final applications must be submitted by 4:00 PM (PST) on May 4, 2018 at the Community Development Department located at 339 420 S Imperial Avenue, CA 92251.

This application process is adopted pursuant to Imperial Municipal Code section 15-85.4.Regulations.

BEFORE YOU APPLY:

- Review the information to learn about the application process and which documents you will need.
- Review the application in its entirety to ensure that it is complete and accurate.

(1) Application Process: Evaluation and Ranking: The selection process shall consist of the following Stages (1-4):

- Stage 1: Preliminary Determination of Eligibility (\$1,235.00)
- Stage 2: Ranking of applications (\$1,235.00)
- Stage 3: Public Meeting and City Council Final Selection of applicant. (\$1,235.00)

Total Application Fees: (Stages 1, 2, 3): \$3705.00

- Stage 4: Conditional Use Permit Application (\$1,673.00)

*****These fees do not include the Conditional Use Permit Application nor any Building Permit Application Fees (if applicable)*****

For more information, see Evaluation and Selection Process below.

(2) Criminal History Check:

As part of Stage 1 of the Application Process, each individual applying to be a principal of any “medical cannabis use” must apply for a Live Scan criminal history check. This process must be conducted by the Imperial County Sheriff’s Office. Please contact Lisa Tylenda by phone at (760)355-3326 or by email at ltylenda@cityofimperial.org for details.

Due to limited staff resources you are encouraged to contact City Staff for details and to schedule your appointment as early as possible with the Imperial County Sheriff’s Department in order to complete your Live Scan requirement before the due date of the application. The City is not responsible for applicants who are unable to schedule an appointment prior to the application deadline. Please be advised that there will be a Live Scan processing fee per person, which must be paid at the time of the Live Scan. The Live Scan process involves submitting fingerprints to the DOJ, which will review for criminal offender record information (CORI). CORI reports will be provided to the City of Imperial for the sole purpose of determining eligibility for operating a “MCD” or related uses outlined in City of Imperial “Ordinance 795”.

Applicants/Principles who do not meet criminal history eligibility requirements will be disqualified.

(3) Application: Applicants must hand deliver a complete and signed copies of the City of Imperial Medical Cannabis Uses Application Form, and all attachments along with a flash drive which contains one comprehensive and signed copy of the application in a pdf format, and corresponding application payment starting on March 5, 2018 for Medical Cannabis Operations. The deadline for Medical Cannabis Operations Application will be 4:00 PM on May 4, 2018.

(4) Payment:

- Payment must be made at the time of submission.
- Application Fees are non-refundable.

(5)Recap:

A complete application will consist of the following information:

- a. The Imperial Medical Cannabis Operations Application Form;
- b. Proof of Live Scan payment for each of the Principals;
- c. Indemnification Agreement (attached); and
- d. All of the information outlined to be evaluated in Stages 1 - 3 which are described in the
Application and Evaluation Process section below in this procedure.
- e. Any change in location will require a new Application submission.

LATE AND/OR ANY INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED.

(6) Amendments to the Application:

Applicants will not be allowed to make amendments to their application or to supplement their application, except as otherwise specifically permitted in these procedures or authorized in writing by the City. During Stage 1, applicants will be notified if any of the Principals are ineligible and/or if their application is incomplete and will not move forward in the application process.

EVALUATION AND SELECTION PROCESS:

The City Manager or Designee (along with relevant City Staff) will review and evaluate all applications. The evaluation and selection process shall consist of the following four phases:

Stage 1: Determination of Eligibility and Application:

- Each Principal must undergo a criminal history background check.
- Applications must be complete to be considered. Applications will be considered complete only if they include all information required for Stages 1 and 2.
- Proposed location of business with proof of ownership or a signed and notarized statement from the Property Owner.

Stage 2: Ranking:

(1325 Total Points Possible for Medical Cannabis Facilities/Operation)

Applications will be evaluated based on the following criteria:

- Qualifications of Principals (150 Points)
- Business Plan including delivery protocols (100 Points)
- Community Benefits Plan (50 Points)
- Site and Floor Plans (maps for dispensaries/transportation operations vehicle storages) – (100 Points)
- Security Plan (200 Points)
- Proof of “Living Wage” – (25 Points)
- Employee Handbook – (100 Points)
- Standard Operating Procedures (100 Points)
- Disposal Procedures (50 Points)
- Inventory Control (150 Points)
- Odor Management Plan (150 Points)
- Signage Plan (25 Points)
- Preference to participate in Clinical or Academic Research (25 Points)
- Cash Management (100 Points)

After all the applicants from Stage 2 scores have been tabulated those applicants for cultivation, manufacturing, distribution, testing, dispensing which amount to 1150 or greater if applicable, will move onto Stage 3 selection process.

Ranking Definitions:

- *Qualifications of Principals (150 points):* Verifiable experience dealing with Medical Cannabis Uses.
- *Business Plan (100 points):* A document setting out the business's future objectives and strategies for achieving them.
- *Community Benefits Plan (50 points):* A document setting out the business's meaning and intent (if applicable) that will benefit the citizens of the City.
- *Site and Floor Plans (100 points):* A drawing to scale, showing a view from above, of the relationships between rooms, spaces and other physical features at one level of a structure.
- *Proof of living wage (25 points):* a wage that is high enough to maintain a normal standard of living.
- *Employee Handbook (100 points):* Book given to employees by employer. The employee handbook usually contains several key sections and includes information about company culture, policies, and procedures.
- *Standard Operating Procedures (100 points):* Document outlining procedures specific to your operation that describe the activities necessary to complete tasks in accordance with industry regulations and provincial laws.
- *Disposal Procedures (50 points):* Document describing how all waste and hazardous waste will be properly and safely managed from its generation through handling, storage, and preparation for transportation.
- *Inventory Control (150 points):* Document that describes the process of ensuring that all stock is accounted for at any given time.
- *Odor Management Plan (150 points):* Document that determines the source of potential odors, identifies control practices and establishes a monitoring strategy to help manage the smells associated with the operation.
- *Signage Plan (25 points):* Plan depicting the height, size, style, type and location of signs for proposed project.
- *Preference to participate in Clinical or Academic Research (25 points):* Business or operation must provide verifiable proof of participation that they intend or are enrolled in a clinical or academic research program at the time of submission.
- *Cash Management Plan (100 points):* Document describing the process in which payment transaction will be conducted, how deposits will be made, the cash flow monitoring controls, account organization and the intended house bank for the operation.

Stage 3: Selection Committees Final Evaluation and City Council's Final Selection

Stage 3 Steps to be followed:

1. City Manager or designee (and relevant City staff) final review and evaluation.
2. City Manager presents final rankings and recommendation report to City Council.
3. City Council makes final selection.

The City reserves the right to request and obtain additional information from any candidate who submitted a proposal. The City Manager will present to the City Council the final ranking in which the City Council may award at its discretion one (1) applicant the ability to apply for a Conditional Use Permit for the following operations regarding Medical Cannabis: dispensary, cultivation, manufacturing, distribution and testing pursuant to Ordinance 795 Section 15-85.2(b).

The City Council reserves the right to award a lesser number of permits, or to award no permits at all. Only those applicants on the final list will be eligible to be issued a permit from the initial permit process. The top Applicants which are being recommended by the City Manager for consideration to the City Council should be prepared to attend a City Council meeting in the City of Imperial in order to provide a public presentation before the Mayor and City Council introducing their team and providing an overview of their proposal if requested by the City Manager.

- Please note that being awarded a permit does not constitute a land use entitlement and does not waive or remove the requirements of applying for and receiving permits for any and all construction including electrical, plumbing, fire, planning permits or reviews, and any other permits, licenses, or reviews as may be necessary by the relevant departments or governmental entities in charge of said permits. Nor does it guarantee that the plans submitted via the Medical Cannabis Operations application process meet the standards or requirements in City of Imperial Municipal Ordinance 795 or any other permit requirement from other city departments or agencies. All permit awardees will still be required to apply and receive a Conditional Use Permit (CUP) with the City of Imperial, Business License and if applicable Building Permits for the proposed construction, improvements, or occupation of their facility.

➤

DESCRIPTION OF EVALUATION CRITERIA:

- Proposed Location. Your application must include the address and a detailed description of the proposed location. This section should also describe all sensitive uses (outlined in Ordinance 795) within (600) foot radius and should certify that the proposed location is

not within six hundred (600) foot radius of a school whether it be public or private, residential zones, churches/places of assembly, and other sensitive uses as described in Ordinance 795. The Medical Cannabis Operation must be located in the appropriate

zoning (C-2 Commercial General) meet all of the locational requirements as in described in City of Imperial Municipal Code Chapter 15/Ordinance 795.

- Business Plan. With as much detail as possible, the Business Plan should describe:
 - Description of day-to-day operations.
 - How the business/facility will conform too local and state law.
 - Odor control plan with detailed ventilation options for mitigating noxious odors.
 - The application should describe any proposed “green” business practices relating to energy and climate, water conservation, and materials and waste management.
 - Signage.
 - A schedule for beginning operation, including a narrative outlining any proposed Construction/improvements and a timeline for completion.
- The Business Plan should include:
 - A budget for construction, operation, maintenance, compensation of employees, equipment costs, utility costs, and other operation costs. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.
 - Proof of capitalization, in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets.
 - A pro forma for at least three years of operation.
 - Safety and Security Plan. For each proposed location, your application should include:
 - A detailed safety plan. This plan should identify a Security Manager and describe the fire prevention, suppression, HVAC and alarm systems the facility will have in place. It should include an assessment of the facility’s fire safety by a qualified fire prevention and suppression consultant. An appropriate plan will have considered all possible fire, hazardous material, and inhalation issues/threats and will have both written and physical mechanisms in place to deal with each spccific situation.
 - A detailed security plan. This plan should include a description and detailed schematic of the overall facility security. It should have details on both facility and operational security, including but not limited to general security policies for the facility, employee specific policies, training, sample written policies, transactional security, visitor procedures, 3rd party vendor security, and delivery security. In particular, applications should address ingress and egress access, perimeter security, product security (at all hours), internal security measures for access (area specific), types of security systems (alarms and cameras), and

security personnel to be employed. The security plan shall also include an assessment of site security by a qualified security consultant(s). For all security

consultants their name, contact information and business license number shall be provided. Security plans will not be made public.

- A floor plan and site plan showing existing conditions. If changes are proposed as part of the project, then a proposed floor plan should also be submitted. The floor plan(s) should be accurate, dimensioned and to scale (minimum scale of 1/4").
- Photographs accurately depicting the entire interior and exterior and exterior of the proposed site(s), including entrance(s), including entrance(s), street frontage(s), parking, front, rear and sides of the proposed site.

Community Benefits. The application should appoint a Community Liaison and describe benefits that the Medical Cannabis Operation would provide to the local community, such as employment for local residents of the City, community contributions, or economic incentives to the City.

Enhanced Product Safety and Labeling. The application should state how the facility/operation will ensure enhanced consumer safety beyond that required by Ordinance 795.

Inventory Control Plan. The application should describe the POS software the business will be using to track inventory and/or sales of medical cannabis. The applicant should provide evidence of ability to secure Worker's Comp and General liability insurance with an aggregate limit of not less than \$1,000,000.00.

Local Enterprise. The application should state the extent to which the facility/business will be a locally managed enterprise whose Principals reside within Imperial and/or the County of Imperial.

Qualifications of Principals. The application should include information concerning any special business or professional qualifications or licenses of principals that would add to the number or quality of services that the operation would provide, especially in areas related to medical cannabis, such as scientific or health care fields.

The City's Reservation of Right's

The City reserves the right to reject any and/or all proposals, with or without any cause or reason. The City may also, modify, postpone, or cancel the request for permit applications without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any candidate submitting a proposal.

**Late Medical Cannabis Dispensary Applications and/or generally incomplete Applications
WILL BE REJECTED.**

Furthermore, a proposal RISKS BEING REJECTED for any of the following reasons:

1. Proposal considered not fully responsive to this request for a permit application.
2. Proposal contains excess or extraneous material not called for in the request for permit application.

City of Imperial Medical Cannabis Facility

Application Attachments

1. Complete interior floor plan on paper no larger than 11" x 17" (multiple sheets allowed) to include the following information:
 - a. Dimensions of interior floor plan.
 - b. Indicate location of all exit doors, widths of doors and panic hardware.
 - c. Principal uses of the floor area including where non-patients will be permitted, private consulting areas, storage areas, retail areas, areas for cash handling and storage, and restricted areas
 - d. Show the separation of the areas that are open to persons who are not patients from those areas open to patients

NOTE: All areas of proposed business site must be disabled access compliant pursuant to Title 24 of the State of California Code of Regulations and the Americans with Disabilities Act.

2. Proof of Worker's Compensation Insurance including the limits of each policy, policy numbers, name of the insurer, effective date, and expiration date of each policy.
3. Proof of Liability Insurance including the limits of each policy, policy numbers, name of the insurer, effective date, and expiration date of each policy.
4. Copy of CA Seller' Permit (for retail businesses only)
5. Copy of your Fictitious Name Filing, if applicable.
6. Corporation, Limited Liability Companies, Limited Liability Partnerships:
 - a. Copy of your Articles of Incorporation
 - b. Copy of your Statement of Information
7. Standard Operating Plan Procedures to include the following information (as outlined in the Regulations):
 - a. General Operating Procedures
 - b. Security
 - c. Operational Security
 - d. Facility Security
 - e. Community Service
 - f. Fire Plan
 - g. Labor Relations/Employee Handbook
 - h. Business Plan / Financials
8. Proof of Ownership, lease, and/or letter of landlord's commitment to lease upon issuance of a license to the proposed business location.
9. Copy of one (1) valid government issued form of identification for each owner and managing member.
10. Copy of Live Scan receipt/completion for each owner and business manager.

11. Completed City of Imperial Conditional Use Permit Application.
12. All fees must be paid upon submission or the applications will not be considered complete.

CITY OF IMPERIAL MEDICAL CANNABIS FACILITY APPLICATION

APPLICATION FOR MEDICAL CANNABIS FACILITY LICENSE

- (1) Applicant's Name (Legal Ownership Structure): _____
- (2) Business Name (DBA): _____ Business Phone: (____) _____
- (3) Applicant/ Business Email: _____
- (4) Business Site Address: _____
- (5) Date Business Proposes to Open: _____
- (6) Days & Times Premises Are Open For Inspection: _____
- (7) Proposed Use (Select One Only):
Note: You must submit a separate application for each marijuana business. Applicants are limited to two license categories per MCRSA regulations.
- ☐ Marijuana Dispensary ☐ Laboratory Testing ☐ Other (explain) _____
- ☐ Cultivation Facility ☐ Marijuana Delivery
- ☐ Distribution Facility ☐ Manufacturing Facility
- (8) Community Relations Liaison Name: _____
- Community Relations Liaison Phone Number: _____
- Community Relations Liaison Email: _____
- (9) Type of Organizational Structure:
- ☐ Corporation ☐ Partnership ☐ Individual ☐ Unincorporated Association or Club
- ☐ Trust ☐ LLC ☐ Other, explain: _____

OFFICE USE ONLY

- ☐ Building ☐ Fire ☐ Health (Check Inspecting Department) Date Received: _____
- ☐ Building/Location meets Department Requirements for the proposed use.
- ☐ Building/Location meets Department Requirements for the proposed use subject to the following conditions:

- ☐ Building/Location does not meet Department requirements for the proposed use.

Inspection Completed On (date): _____ By: _____

POLICE DEPARTMENT

- ☐ Police Department finds no basis for denial ☐ Police Department finds basis for denial
- ☐ Police Department finds no basis for denial with conditions

Conditions or Basis for Denial: _____

By: _____

Title: _____

Date: _____

Note: This is NOT a Medical Cannabis Facility Permit. Do not operate until a valid permit is issued.

GENERAL INFORMATION (All Applicants)

- (10) If the applicant is incorporated, attach to this application copies, certified by the Secretary of State, of the Articles of Incorporation, Certificate(s) of Amendment, Statement(s) of Information, By Laws, Restated Articles of Incorporation, and the most recent Annual Report of Officers and Directors.
- (11) If the applicant is an unincorporated association and filed a Statement By Unincorporated Association with the Secretary of State, attach copies, certified by the Secretary of State, of each Statement by Unincorporated Association, Registration of Unincorporated Nonprofit Association, and original & amended Articles of Association to this application.
- (12) If the applicant is an informal unincorporated association, provide copies of the fully executed Articles of Association (AKA Charter or Constitution).
- (13) Fictitious business names or dba's used: _____
- (14) Place and date of filing of fictitious business name statement: _____
- (15) Names and address of all agents and employees authorized to negotiate or otherwise represent individual in connection with any transaction with the City of Imperial:

- (16) Name and address of person (agent) authorized to accept service of process in California:

- (17) State whether you are licensed by any governmental agency to engage in any business. If so, list each such license held, the city in which it is held, and expiration date thereof:

- (18) Has the Medical Cannabis Facility applicant previously operated in this City or any other county, city, or state under a similar license or permit?
- a. If "Yes," provide the license/permit issuing city, county, state, and the license and/or permit identification number(s):

- b. Please confirm whether any of these previously issued licenses or permits were revoked or suspended, and the reason(s) why:

- (19) Has any owner or business manager ever been convicted of a felony? ☐ Yes ☐ No
- (20) For each Management Employee convicted of a crime or currently on probation or parole as set forth in Item No. (19) above, attach with this application the first and last name of the Management Employee, the associated criminal case number(s), the statute(s) violated, the date(s) of conviction, the date(s) of imposition of probation and/or parole, and the name and address of the sentencing court.
- (21) If the applicant owns the property listed in Item No. (4) of the application, enter date of purchase: _____
- (22) If the applicant rents, leases, or is in the process of leasing and/or purchasing the property listed in Item No. (4), check the boxes below to verify that the applicant has notified the owner(s) and landlord or leasing agent of the proposed Medical Marijuana Business property use.
- ☐ Attached is a copy of proof of ownership, lease, and/or letter of landlord's commitment to lease upon issuance of a license to the proposed business location
- ☐ Attached is an original fully executed Letter of Authorization, for each owner, landlord, and leasing agent of the property listed in Item No. (4) of the application.

NOTE: If the property is owned, rented, or leased by more than one person, a separate authorization form must be submitted for each owner, landlord, and leasing agent or equivalent.

Note: This is NOT a Medical Cannabis Facility Permit. Do not operate until a valid permit is issued.
Medical Cannabis Facility Application

GENERAL INFORMATION (All Applicants)

- (23) Does the applicant have a CA Seller's Permit issued by the California State Board of Equalization for the location identified in Item No. (4) of this application? ☐ Yes ☐ No
- a. If "Yes," enter the CA Seller's Permit identification number, and attach a legible copy of the CA Seller's Permit to this application: _____
- (24) Attach photographs accurately depicting the entire interior and exterior of the proposed site(s), including entrance(s), street frontage(s), parking, front, rear and sides of the proposed site.
- (25) _____ Provide the name, address, telephone number, business license account number, and PPO number of the security company that will be used. NOTE: A copy of the security guards' CA state license must be maintained on file at the business at all times.
- _____
- _____
- (26) Will an alarm monitoring company be used?
- a. If "Yes," provide the name, address, and telephone number of the alarm monitoring company:
- _____
- (27) Provide a list of all members with access to the surveillance camera system to be used (Attach additional pages if necessary):
- _____
- _____
- _____
- _____

Note: This is NOT a Medical Cannabis Facility Permit. Do not operate until a valid permit is issued.
Medical Cannabis Facility Application

GENERAL INFORMATION (Cont.)

CERTIFICATION OF EMPLOYMENT PRACTICES

I, _____, certify that the business will not employ any person with
(Name of Business/Owner listed in Item No. (1) of the application)
any type of violent or serious felony conviction as specified in Section 667.5 and 1192.7 of the Penal Code or any
felony conviction involving fraud, deceit, or embezzlement. The business will also not employ as managers or
employees any person with any narcotic drug related misdemeanor conviction. The following shall become a
condition of maintaining the license.

(Signature of Owner/Management Employee)

(Printed Name & Title)

(Date)

(Signature of Owner/Management Employee)

(Printed Name & Title)

(Date)

(Signature of Owner/Management Employee)

(Printed Name & Title)

(Date)

Note: This is NOT a Medical Cannabis Facility Permit. Do not operate until a valid permit is issued.
Medical Cannabis Facility Application

IF APPLYING AS AN INDIVIDUAL

Last Name: _____

First Name: _____

Middle: _____

Title(s) or AKA(s): _____

Residence address: _____

Home/Business Telephone: _____

Cell Phone: _____

Email Address: _____

Race: _____ **Sex:** _____ **Hair:** _____ **Eyes:** _____ **Height:** _____ **Weight:** _____

Date of Birth (mm/dd/yyyy): _____ **Place of Birth:** _____

Social Security Number: _____

Driver's License or Identification Card Number: _____

State of Issue: _____

Federal Tax ID Number (if applicable): _____

Seller's Permit Number (if applicable): _____

IF APPLYING AS A PARTNERSHIP

Check One Box:

☐ General Partnership

☐ Limited Partnership/ LLP

☐ Limited Liability Corporation/ LLC

Name of Partnership: _____

Federal Tax ID Number (if applicable): _____

Seller's Permit Number (if applicable): _____

Percentage of Partnership

Name and residence addresses of **General Partners**:

Interest:

_____ %

_____ %

_____ %

_____ %

Names and residence addresses of **Limited Partners**:

Interest:

_____ %

_____ %

_____ %

_____ %

Place and date of filing Articles or Certificate of Partnership or Limited Partnership:

Please Note:

Attach certified copies of *Articles of Partnership* or *Limited Partnership*, or other written evidence of partnership status and all amendments thereto this application.

IF APPLYING AS A PARTNERSHIP (cont.)

INFORMATION IS REQUESTED FOR POLICE DEPARTMENT IDENTIFICATION AND INVESTIGATION

PRINCIPAL PARTNER I

Name: _____ Title: _____

Residence Address: _____ Phone: _____

Business Address: _____ Phone: _____

Email Address: _____

Race: _____ Sex: _____ Hair: _____ Eyes: _____ Height: _____ Weight: _____
_____ : _____

Date of Birth (mm/dd/yyyy): _____ Place of Birth: _____

Driver's License Number: _____ Issuing State: _____

PRINCIPAL PARTNER II

Name: _____ Title: _____

Residence Address: _____ Phone: _____

Business Address: _____ Phone: _____

Email Address: _____

Race: _____ Sex: _____ Hair: _____ Eyes: _____ Height: _____ Weight: _____
_____ : _____

Date of Birth (mm/dd/yyyy): _____ Place of Birth: _____

Driver's License Number: _____ Issuing State: _____

PRINCIPAL PARTNER III

Name: _____ Title: _____

Residence Address: _____ Phone: _____

Business Address: _____ Phone: _____

Email Address: _____

Race: _____ Sex: _____ Hair: _____ Eyes: _____ Height: _____ Weight: _____
_____ : _____

Date of Birth (mm/dd/yyyy): _____ Place of Birth: _____

Driver's License Number: _____ Issuing State: _____

Note: This is NOT a Medical Cannabis Facility Permit. Do not operate until a valid permit is issued.
Medical Cannabis Facility Application

IF APPLYING AS A CORPORATION

PLEASE ONLY PROVIDE INFORMATION FOR ALL OFFICERS, DIRECTORS, OR SHAREHOLDERS WHO OWN MORE THAN 10% OF THE ISSUED AND OUTSTANDING STOCK

Check One Box:

☐

For-Profit Corporation

☐

Non-Profit Corporation

Name of Corporation:

Corporation Number:

Date and Place of Incorporation:

Location Headquarters:

Federal Tax ID Number:

Seller's Permit Number:

Please attach certified copies of *Articles of Incorporation and By-Laws*, and all amendments to this application.

Name and Residence Address of Corporation Officers (members of the executive board):

Name	Title & Ownership %	Address	Telephone
_____	_____	_____	_____
_____	_____	_____	() _____
_____	_____	_____	() _____
_____	_____	_____	() _____
_____	_____	_____	() _____

Numbers of shares issued by Corporation:

Number of share retained by Corporation:

Name and addresses of shareholders, if ten (10) or less state also the number and type of shares:

Name, address, telephone number, and email address of agent for service of process designated by Corporation with the Secretary of State of California:

Note: This is NOT a Medical Cannabis Facility Permit. Do not operate until a valid permit is issued.
Medical Cannabis Facility Application

IF APPLYING AS A CORPORATION (Cont.)

INFORMATION IS REQUESTED FOR POLICE DEPARTMENT IDENTIFICATION AND INVESTIGATION

CORPORATE OFFICER I

Name: _____ Title: _____

Residence Address: _____ Phone: _____

Email Address: _____ Phone: _____

Race: _____ Sex: _____ Hair: _____ Eyes: _____ Height: _____ Weight: _____

Date of Birth (mm/dd/yyyy): _____ Place of Birth: _____

Driver's License Number: _____ Issuing State: _____

CORPORATE OFFICER II

Name: _____ Title: _____

Residence Address: _____ Phone: _____

Email Address: _____ Phone: _____

Race: _____ Sex: _____ Hair: _____ Eyes: _____ Height: _____ Weight: _____

Date of Birth (mm/dd/yyyy): _____ Place of Birth: _____

Driver's License Number: _____ Issuing State: _____

CORPORATE OFFICER III

Name: _____ Title: _____

Residence Address: _____ Phone: _____

Email Address: _____ Phone: _____

Race: _____ Sex: _____ Hair: _____ Eyes: _____ Height: _____ Weight: _____

Date of Birth (mm/dd/yyyy): _____ Place of Birth: _____

Driver's License Number: _____ Issuing State: _____

CORPORATE OFFICER IV

Name: _____ Title: _____

Residence Address: _____ Phone: _____

Email Address: _____ Phone: _____

Race: _____ Sex: _____ Hair: _____ Eyes: _____ Height: _____ Weight: _____

Date of Birth (mm/dd/yyyy): _____ Place of Birth: _____

Driver's License Number: _____ Issuing State: _____

Note: This is NOT a Medical Cannabis Permit. Do not operate until a valid permit is issued.
Medical Cannabis Facility Application

CITY OF IMPERIAL

PROPERTY OWNER/ LANDLORD AUTHORIZATION FOR INSPECTION AND RIGHT TO OPERATE A MEDICAL CANNABIS FACILITY

I, _____, am the legal owner / landlord / lessor of real property located at
(Name of Property Owner/ Landlord) (Circle One)

_____, Imperial, California. I authorize the Medical
(Address listed in Item No. (4) of the application)

Cannabis Business entitled _____ to operate a medical
(Name of Business/Owner listed in Item No. (1) of the application)

marijuana business at the property, as that term is defined in state law and the Imperial Municipal Code, for the
specific use(s) of _____

(Land uses(s) set forth in the Medical Marijuana Facility application – e.g. cultivation, manufacturing, etc.)

set forth in the Medical Cannabis Facility License Application submitted to the City of Imperial by

_____ and allow the City of Imperial to enter the property for
(Name of Business/Owner listed in Item No. (1) of the application)

inspection of the property. I further understand that I am responsible for any violation and nuisance activity, which may
occur at this property. I declare under penalty of perjury that the foregoing information is true and correct. Executed this

_____ day of _____ 2018, at Imperial, California.

(Signature of legal owner/landlord/lessor)

(Printed Name & Title)

(Date)

(Signature of legal owner/landlord/lessor)

(Printed Name & Title)

(Date)

(Signature of legal owner/landlord/lessor)

(Printed Name & Title)

(Date)

Note: This is NOT a Medical Cannabis Permit. Do not operate until a valid permit is issued.
Medical Cannabis Facility Application

CITY OF IMPERIAL
NOTARY ACKNOWLEDGEMENT FORM

The notarized signature of the majority representative owner or owners, as established by deed or contract, of the subject property or properties is required for the filing of this application. A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.
(Additional sheets may be attached if needed.)

On _____ before me, _____ the undersigned,
DATE (WRITE NAME OF NOTARY)

a Notary Public in and for said County, duly commissioned,

personally appeared _____
NAME(S) OF SIGNER(S)

NAME(S) OF SIGNER(S)

☐ personally known to me - OR -

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

PLACE NOTARY SEAL ABOVE

Notary Public in and for the County of
Imperial, State of California

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of type of Document: PROPERTY OWNER/ LANDLORD AUTHORIZATION FORM

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity (ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Title(s): _____ Title(s): _____



REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

Authorized Applicant Type

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - If assigned by DOJ, use exact title assigned)

Contributing Agency Information:

Agency Authorized to Receive Criminal Record Information

Mail Code (five-digit code assigned by DOJ)

Custodian of Records

Contact Name (mandatory for all school submissions)

City State ZIP Code

Contact Telephone Number

Applicant Information:

Last Name

First Name

Middle Initial

Suffix

Other Name
(AKA or Alias) Last

First

Suffix

Date of Birth Sex ☐ Male ☐ Female

Driver's License Number

Height Weight Eye Color Hair Color

Billing
Number

(Agency Billing Number)

Place of Birth (State or Country) Social Security Number

Misc.
Number

(Other Identification Number)

Home
Address Street Address or P.O. Box

City State ZIP Code

Your Number:

OCA Number (Agency Identifying Number)

Level of Service: ☒ DOJ ☒ FBI

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name

Mail Code (five digit code assigned by DOJ)

Street Address or P.O. Box

City State ZIP Code

Telephone Number (optional)

CITY OF IMPERIAL

ACKNOWLEDGEMENT FORM
Medical Cannabis Facility ("MCF") Application

- I/we consent to onsite inspections of our MCF by City of Imperial officials. Inspections will be conducted by City of Imperial Officials during regular business hours Monday-Friday 9:00a.m to 5:00 p.m., excluding holidays. The telephone number listed on my application is the number the City can call to provide notice, when possible.
- I/we acknowledge that by submitting the permit application we allow onsite inspections; dogs/animals will be locked up, lock gates will be assessable and no weapons will be secured and stored.
- I/we consent that all structures on parcel that are utilized for Commercial Cannabis Activities will be built in accordance with applicable City of Imperial Building Codes and permit requirements.
- I/we acknowledge that the information I/we provide with this application may be released as required by law, judicial order, or subpoena, and could be used in a criminal prosecution.
- I/we consent to defend, indemnify, and hold harmless the City of Imperial from any defense costs, including attorneys' fees or other loss connected with any legal challenge brought as a result of the City of Imperial review and/or approval of this Application. I/we agree to execute a formal agreement to this effect on a form provided by the City and available for my inspection.
- I/we will only employ individuals at least eighteen (18) years of age, require a Federal or State issued proof of identification be carried at all times on property, and will comply will all applicable state and federal requirements for payment of payroll taxes, including federal and state income taxes and/or contribution for unemployment insurance, state workers' compensation liability law.
- ./ I/we have reviewed Ordinance ~~No. 1134~~, I/we understand the requirements, will comply with the requirements, and understand the consequences of Non-Compliance.
- ./ I/we acknowledge that the application fee is non-refundable.
- ./ I will comply with Local, State and Federal regulatory agencies.

Print

Signature

Date

CITY OF IMPERIAL

ACKNOWLEDGEMENT FORM
Medical Cannabis Use Application

- I/we consent to onsite inspections of our business/facility/operation site by City of Imperial officials. Inspections will be conducted by City of Imperial Officials during regular business hours Monday-Friday 9:00a.m to 5:00 p.m., excluding holidays. The telephone number listed on my application is the number the City can call to provide notice, when possible.
- I/we acknowledge that by submitting the permit application we allow onsite inspections; dogs/animals will be locked up, lock gates will be assessable and no weapons will be secured and stored.
- I/we consent that all structures on parcel that are utilized for Commercial Cannabis Activities will be built in accordance with applicable City of Imperial Building Codes and permit requirements.
- I/we acknowledge that the information I/we provide with this application may be released as required by law, judicial order, or subpoena, and could be used in a criminal prosecution.
- I/we consent to defend, indemnify, and hold harmless the City of Imperial from any defense costs, including attorneys' fees or other loss connected with any legal challenge brought as a result of the City of Imperial's review and/or approval of this Application. I/we agree to execute a formal agreement to this effect on a form provided by the City and available for my inspection.
- I/we will only employ individuals at least eighteen (18) years of age, require a Federal or State issued proof of identification be carried at all times on property, and will comply will all applicable state and federal requirements for payment of payroll taxes, including federal and state income taxes and/or contribution for unemployment insurance, state workers' compensation liability law.
- I/we have reviewed Ordinance No. 795, I/we understand the requirements, will comply with the requirements, and understand the consequences of Non-Compliance.
- I/we acknowledge that the application fee is non-refundable.
- I will comply with Local, State and Federal regulatory agencies.

Print

Signature

Date

Indemnification Form

Commercial Cannabis Facility Application

I _____, hereby agree:

1. I have applied with the City of Imperial for permission to conduct _____ (state type of facility) commercial cannabis pursuant to City of Imperial Ordinance No. 795 (hereafter "Project").
2. Nothing in this Agreement shall be construed to limit, direct, impede or influence the City of Imperial review and consideration of the Project.
3. I shall defend, indemnify, save and hold harmless the City of Imperial, its elected and appointed officials, officers, employees, agents, contractors and volunteers from any and all claims, actions, proceedings or liability of any nature whatsoever (including, but not limited to; any approvals issued in connection with any of the above described application(s) by City; any action taken to provide related environmental clearance under the California Environmental Quality Act ("CEQA") by City's advisory agencies, boards or commissions, appeals boards, or commissions, Planning Commissions, or City Council; and attorneys' fee and costs awards) arising out of, or in connection with the City's review or approval of the project or arising out of or in connection with the acts or omissions of the Applicant, its agents, employees or contractors. With respect to review or approve, this obligation shall also extend to any effort to attack, set aside, void, or annul the approval of the project, including any contention the project or its approval is defective because a City ordinance, resolution, policy, standard or plan is not in compliance with local, state or federal law. With respect to acts or omissions of the Applicant, its agents, employees or contractors, its obligation, hereunder shall apply regardless of whether the City of Imperial prepared, supplied or approved plans, specifications or both.
4. The obligations of the Owner and Applicant under this Indemnification shall apply regardless of whether any permits or entitlements are issued.
5. City of Imperial shall have the absolute right to approve any and all counsel employed to defend the City. To the extent the City of Imperial uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, the Applicant will reimburse the City upon demand. Such resources include but are not limited, staff time, court costs, City Counsel's time at its regular rate for non-City agencies, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action or proceedings.
6. For any breach of this obligation the City of Imperial may rescind its approval of the Project.
7. The Applicant shall not be required to pay or perform any settlement unless the Applicant, which approval shall not be unreasonably withheld, approves the settlement in writing. The City of Imperial must approve any settlement affecting the rights and obligations of the City.
8. This agreement shall be construed and enforced in accordance with the laws of the State of California.
9. In any legal action or other proceeding brought by either party to enforce or interpret this Agreement, the appropriate venue is the County of Imperial Superior Court.
10. The Applicant shall pay all court ordered costs and attorney fees.
11. The defense and indemnification of the City of Imperial set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the **proceedings.**

After review and consideration of all of the foregoing terms and conditions, Applicant, by its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

Print Name

Signature

Date

RESOLUTION NO. 2018-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL,
CALIFORNIA APPROVING THE POLICIES, PROCEDURES, AND APPLICATION
PROCESSES FOR MEDICAL CANNABIS FACILITIES AND MEDICAL CANNABIS
CULTIVATION, MANUFACTURING AND OTHER FACILITY PERMITS**

WHEREAS, on January 3, 2018, City Council of the City of Imperial (the "City Council") adopted Ordinance No. 795, amending and restating Article XII and Article XIII of Chapter 15 of the Imperial Municipal Code (the "Ordinance"); and

WHEREAS, the Ordinance authorizes the City Council to issue regulatory permits to medical cannabis facilities in the City, subject to all the restrictions and operational requirements in the Ordinance; and

WHEREAS, the Ordinance outlines regulations governing the implementation of the medical cannabis facility regulatory permit process; and

WHEREAS, the City Council desires to ensure that the medical cannabis facility regulatory permit process application and selection process is consistent with the terms of the Ordinance and provides a fair process for approving the most qualified and appropriate applicants for the City; and

WHEREAS, the medical cannabis facility regulatory permit process application and selection process being proposed for approval by this Resolution will screen and evaluate applicants over a multi-stage process that culminates with a final decision by the City Council on whether an applicant is qualified and appropriate to operate a medical cannabis facility in the city; and

WHEREAS, because the Ordinance only allows the City Manager to permit one Medical cannabis dispensaries in the City per year, the medical cannabis facility regulatory permit process application and selection process being proposed for approval by this Resolution will screen, evaluate, and rank all medical cannabis dispensary permit applicants over the multi-stage screening process concurrently in a limited application window; and

WHEREAS, the Ordinance also allows the City Manager or designee to develop regulations governing the conduct of the medical cannabis facilities and the delivery of medical cannabis or medical cannabis products.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL
DOES RESOLVE AS FOLLOWS:**

Section 1. APPLICATION FORM.

The City Council adopts the form Application for Medical Cannabis Facility Regulatory Permit in the form as set forth in the Exhibit “A” to this Resolution, attached hereto and incorporated by this reference.

Section 2. APPLICATION PROCESS – GENERAL.

The City Manager or designee shall administer the multi-stage process for the screening and evaluation of medical cannabis facility regulatory permit application as set forth in the Exhibit “A” to this Resolution, attached hereto and incorporated by this reference.

Section 3. APPLICATION PROCESS – DISPENSARIES.

Because the City may only permit one medical cannabis dispensary per year pursuant to the Ordinance, the City Manager or designee shall administer the multi-stage process for the screening and evaluation of medical cannabis dispensary regulatory permit applications on a competitive basis. The application process for a medical cannabis dispensary regulatory permit will open on **March 5, 2018**. To be considered, final applications must be submitted by 4:00 PM on **May 4, 2018**. The permit application process is set forth in Exhibit “A” to the Resolution, attached hereto and incorporated by this reference.

**Section 4. MEDICAL CANNABIS FACILITIES AND DELIVERY
REGULATIONS**

Medical Cannabis Facility Infrastructure and Security Regulations.

In addition to the infrastructure and security requirements contained in the Imperial Municipal Code (including but not limited to Chapter 15, Article XII and Article III) medical cannabis facilities shall comply with the Medical Cannabis Facility Application as set forth in the Exhibit “A” to this Resolution, attached hereto and incorporated by this reference.

PASSED AND ADOPTED by the City Council of the City of Imperial at a regular meeting held this 7th day of February 2018.

Geoff Dale, mayor

ATTEST:

Debra Jackson, City Clerk



City Manager
Stefan T. Chatwin

Departments
Othon Mora – Community Development
Ember Haller – Community Services
Alfredo Estrada Jr – Fire
AJ Gaddis – Human Resources
Alejandro Estrada – Information Technology
Leonard J. Barra – Police
Jackie Loper – Public Services

MEMORANDUM

Date	January 31, 2018
To:	City Council of the City of Imperial
From:	City Manager's Office
RE:	City Council Liaison, Boards and Commissions

Dear Mayor & Councilmembers,

Per your direction I have prepared my recommendation regarding inactive and/or internal administrative committees which currently allow for City Council appointed liaisons. It is my recommendation to eliminate the following liaison positions:

- Development/Design Review Committee,
- Economic Development and Marketing,
- Finance and Administration,
- Library,
- Parks and Recreation, and
- Public Services.

The above committees are not tied to or bound by any resolution, ordinance, law and/or policy.

The remaining committees that require your appointments are attached to this memorandum. Should you have any questions please contact my office at your earliest convenience.

Sincerely,
Stefan T. Chatwin
City Manager

Committees/Commissions/Boards:

Airport Advisory Board

Airport Land Use Commission

Air Pollution Control Advisory Board

Association of California Cities Allied With Public Safety (ACCAPS)

Centinela Citizens Advisory Board

California Joint Powers Insurance Authority

Imperial Chamber of Commerce

Imperial County Arts Council

***(aka, North County Coalition of the Arts NOCCA)

Imperial County Film Commission

Imperial County Transportation Commission (ICTC)

DENNIS H. MORITA

A Professional Corporation

Attorney At Law

3205 SOUTH DOGWOOD ROAD., SUITE B
EL CENTRO, CALIFORNIA 92243

TELEPHONE (760) 353-3232

FACSIMILE (760) 353-3535

E-MAIL: dmorita@morita-law.com

January 10, 2018

MEMORANDUM

TO: Stefan T. Chatwin, City Manager

CC: Alexis Chalupnik, City Clerk

RE: City Council Liaisons, Boards and Commissions

You have requested my input regarding the above referenced subject; specifically, whether the Mayor appointments identified as "City Management Liaisons" are required by law. That list is attached hereto as Attachment 1. In short, I find no authority that "Liaisons" are required as a matter of law.

You will note that Attachment 1 also refers to "Committees/Commissions". Those committees appear to have existence separate and apart from the City of Imperial. Participation on those committees is, in my view, discretionary and staff can advise whether involvement should continue.

In addition to those committees, the City Clerk has provided documentation of various other committees. There are boards set forth below that are established by State law, city ordinance or resolution. They include the following:

Library Board: Established by State Law at Education Section 18900. A library board is required by state law (California Education Code Section 18910).

Planning Commission: Established by state law at Government Code Section 65100 and City Ordinance Section 2-5. State law allows the council to appoint itself, but our ordinance contemplates separate membership and so we would need to amend our ordinance to change the membership

Building Board of Appeals: Ordinance 6-11. City ordinance sets forth requirements for membership to include two general contractors, one plumbing contractor, one electrical contractor, one mechanical/air conditioning contractor, one layman and one architect or engineer. I understand the city has not been successful in assembling such a group. Consideration should be given to amending the ordinance to create a viable board.

Environmental Assessment Committee: State law (CEQA-California Environmental Quality Act) requires such a body and city resolution 2005-57 sets forth the makeup of this body.

Traffic Committee: City ordinance 13-69 sets forth membership to include one member of the planning commission, one businessperson, two residents of the city or sphere of influence and the chief of police. I understand that the planning commission has been serving as the traffic commission because of issues associated with assembling a quorum. Consideration should be given as to whether there is a need for this entity. Disbanding would involve repeal of the ordinance.

Dangerous/Vicious Animal: City ordinance 4-35.1, pursuant to Food and Agriculture Code Sections 31621 et. seq. requires appointment by the city manager of a one member board to hear appeals. We have had two or three appeals over the last couple of years and local attorney Steve Honse (former planning commissioner) has volunteered to serve in those instances without charge.

Disaster Council: City Ordinance section 7-3 calls for a disaster council to include the mayor, director of emergency services, assistant director of emergency services, such chiefs of emergency services as are provided for in a current emergency plan for the city and such representatives of civic, business, labor, veterans professional or other organizations having official emergency responsibility as may be appointed by the director with the advice and consent of the city council. I suggest providing this information to police and fire to determine if this ordinance should be amended or repealed.

Loan Committee: I am informed there is a loan committee which was involved with recent loans to the dance academy and Humble Farmer. This committee appears to be the successor to the Business Assistance Committee, formed by Council action on November 2, 2011. Consideration should be given to updating council action to be consistent with current practice by repealing the November 2, 2011, action.

Downtown Review Committee: Formed at ordinance section 24.05.140 B. We find no formal action subsequent to this ordinance, but it appears to have evolved to the Design Review Committee. The ordinance should be amended or repealed to be consistent with current practice.

Committee of the Whole: Resolution 2005-32 creates a Committee of the Whole which is stated to consist of each council committee. Said resolution refers to the following committees: Administration, Community Development-Building, Economic Development, Finance, Fire, Library, Parks & Recreation, Police, Sewer, and Water. There is some confusion because this does not appear to be a complete list of committees.

Personnel Committee: I am informed this committee dates back to 1996 and, while it is no longer active, there is no action of the council to dissolve it.

I believe this list identifies all of the city committees. Since many of these turned up after my initial inquiry, we may turn out to find others as we go forward.

**MAYOR JAMES TUCKER
CITY COUNCIL APPOINTMENTS 01-04-2017**

CITY MANAGEMENT LIAISONS:

DEPARTMENT	APPOINTEE	ALTERNATE
<i>DEVELOPMENT /DESIGN REVIEW COMMITTEE</i>	<i>DALE & PECHTL</i>	
ECONOMIC DEVELOPMENT & MARKETING	DALE & PECHTL	
<i>FINANCE & ADMINISTRATION</i>	<i>PECHTL</i>	<i>SAMPSON</i>
LIBRARY	SAMPSON	TUCKER
<i>PARKS & RECREATION</i>	<i>AMPARANO & TUCKER</i>	<i>DALE</i>
PUBLIC SAFETY (FIRE & POLICE)	AMPARANO	SAMPSON
<i>PUBLIC SERVICES (WATER & SEWER)</i>	<i>SAMPSON</i>	<i>DALE</i>

COMMITTEES/COMMISSIONS:

AIRPORT ADVISORY BOARD	DALE	
AIRPORT LAND USE COMMISSION	LUCAS	TUCKER
AIR POLLUTION CONTROL ADVISORY BOARD	TUCKER	DALE
ASSOCIATION OF CALIFORNIA CITIES ALLIED WITH PUBLIC SAFETY (ACCAPS)	TUCKER	
CENTINELA CITIZENS ADVISORY BOARD (WARDENS APPOINTEE- MARK GRAN /GAYLLA FINNELL-COUNCIL)	GAYLLA FINNELL	TUCKER
CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA)	SAMPSON	GADDIS
CHAMBER OF COMMERCE	AMPARANO	SAMPSON
IMPERIAL COUNTY FILM COMMISSION	SAMPSON	PECHTL
IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC)/(LTA)(SAFE)	AMPARANO	TUCKER
NORTH COUNTY COALITION OF THE ARTS (NoCCA)	PECHTL	TUCKER

DATE SUBMITTED

1/31/2018

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

2/7/2018

COUNCIL ACTION
PUBLIC HEARING REQUIRED
RESOLUTION

[Signature]
[Signature]
()

ORDINANCE 1ST READING
ORDINANCE 2ND READING
CITY CLERK'S INITIALS

(X)
()

[Signature]

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: ZONE CHANGE FROM R-1(RESIDENTIAL SINGLE FAMILY) TO C-2 (COMMERCIAL GENERAL) AT HWY 86 PARCEL EAST OF NORTH IMPERIAL AVENUE, NORTH OF 15TH STREET.

1. INTRODUCTION/1ST READING BY TITLE ONLY OF ORD. NO. 797 APPROVING THE ZONE CHANGE FROM R-1(RESIDENTIAL SINGLE FAMILY) TO C-2(COMMERCIAL GENERAL).

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

The City of Imperial recently acquired "excess land" from the State of California-Department of Transportation. The envisioned zoning for this newly acquired land is R-1 (Residential Single Family), in 2014 a "Highest and Best Use" analysis was done for the location and the analysis determined that the best physical use of the land would be for Commercial Developments (please see attached analysis). The land is currently vacant and is 3.78 acres in size. There are no specific projects proposed with this application at the time. Any future developments will be reviewed internally prior to any form of construction. This zone change was initiated by City staff in efforts to attract developments that will help benefit the citizens and evolution of the City from an "Economic Development" standpoint. Staff has determined the proposed zone change from R-1 to C-2 designation would be consistent with the location of the parcel (HWY 86), the surrounding environment, developments and the future growth envisioned for that area.

Planning Commission recommended this item for approval to City Council on January 10, 2018.

Please see attachments.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN
SERVICES
SIGN INITIALS

Finance
[Signature]

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance _____.

DEPT. INITIALS

DM

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS

Office

[Signature]

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

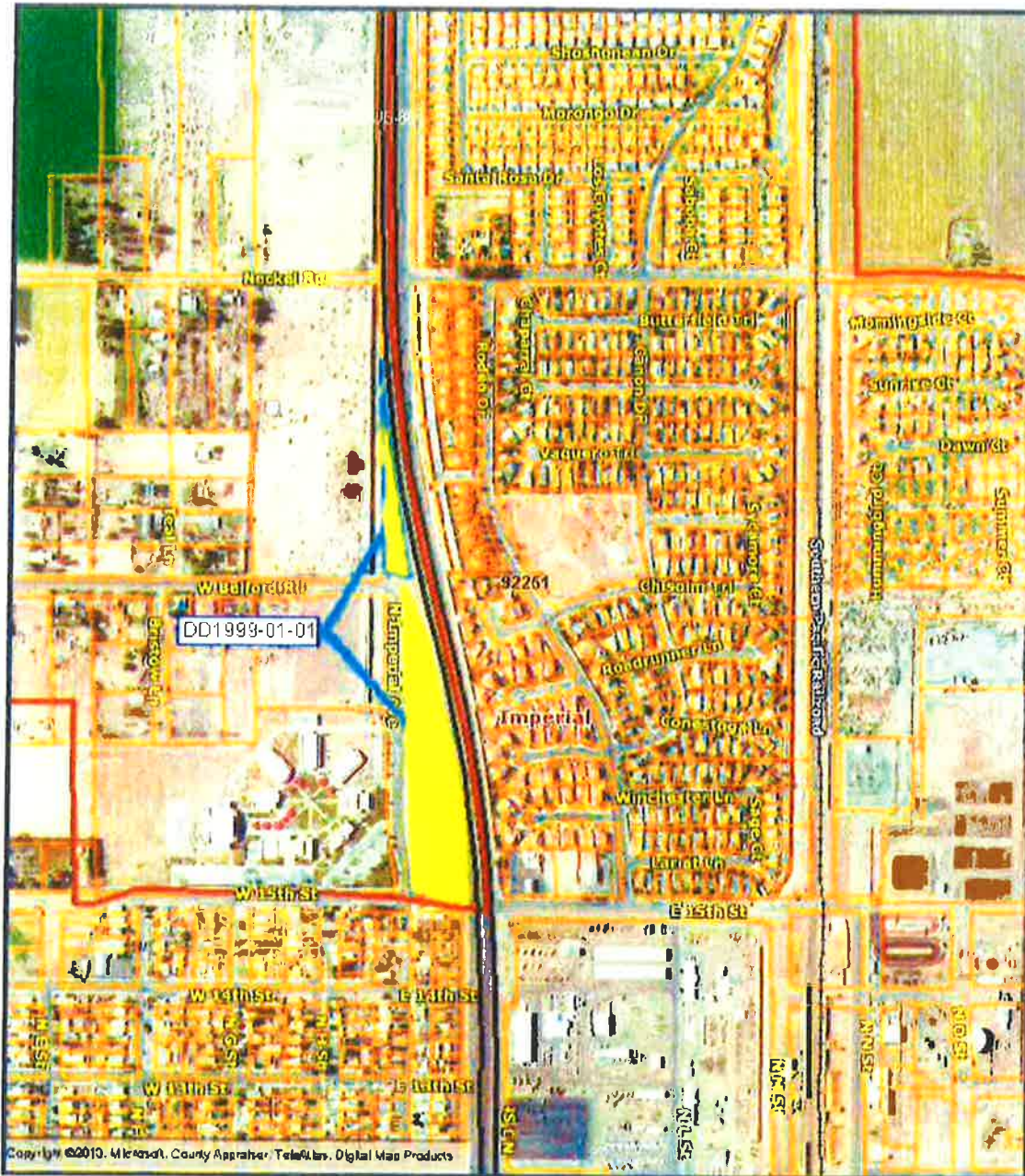
APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:



DD1999-01-01



653 ft
LandVision

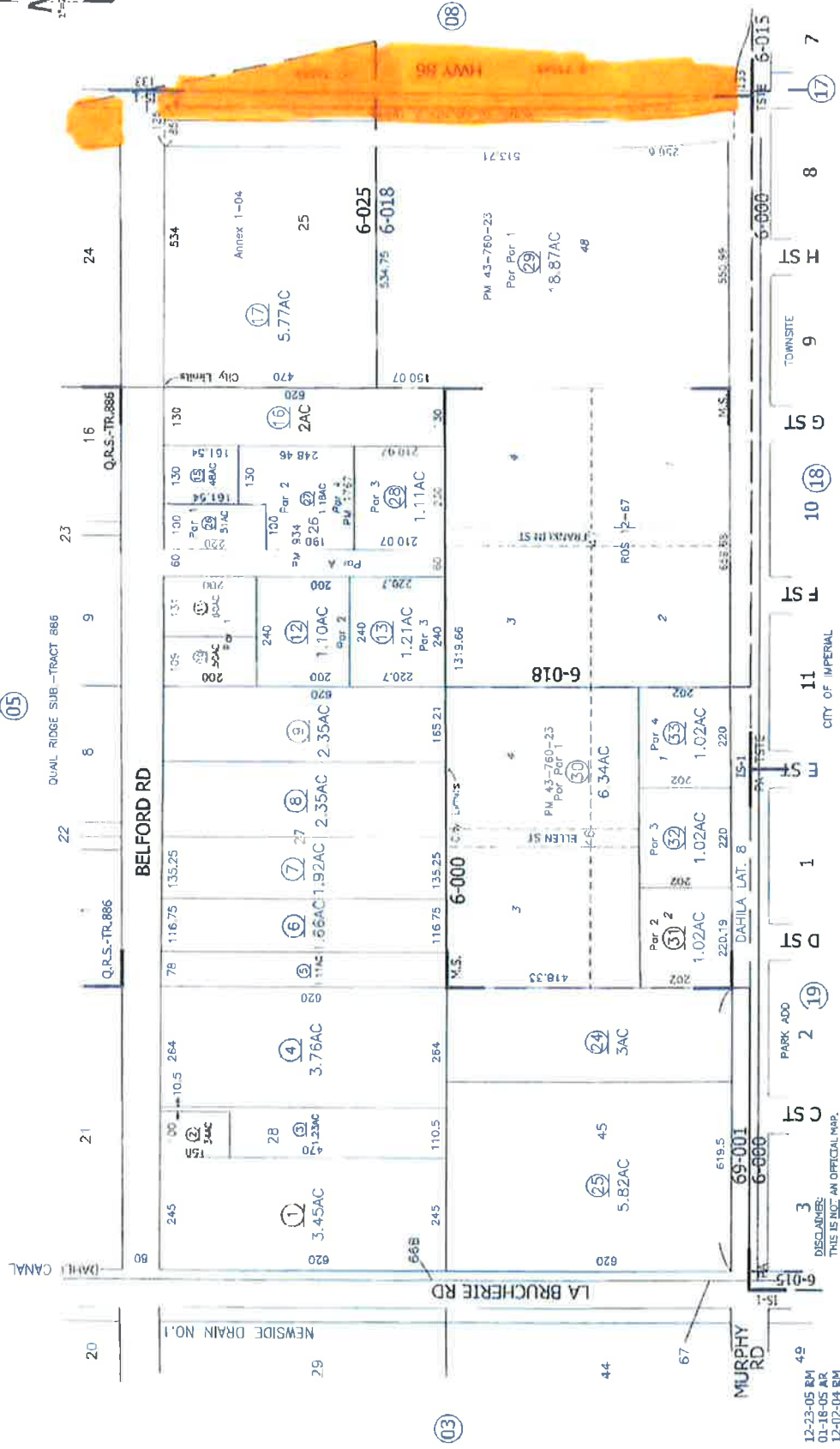
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63-04

Tax Area Code
6-000
69-001

POR. IMPERIAL SUB. 1 & MAUPIN'S SUB.
OM 1-9 OM 2-3
T155, R13/14E

(05)



12-23-05 RM
01-18-05 AR
12-02-04 RM
5-6-04 RM
11-21-88 R/4
From 43-04
7-14-89 LS

1-14-10 MF
4-14-05 MF
12-02-08 MF

DISCLAIMER:
THIS IS NOT AN OFFICIAL MAP.
THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY
ASSESSOR, FOR THE SOLE PURPOSE OF AIDING IN
THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR.
ANY ERRORS OR OMISSIONS IN THIS MAP ARE NOT
THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL
OR THE ASSESSOR. (REV. & TAX CODE SEC.327)

Assessor's Map Bk.63-Pg.04
County of Imperial, Calif.

HAZARDOUS MATERIALS DISCLOSURE DOCUMENT - DISPOSAL

ENV-0001-D (NEW 03/2009)

This document provides written disclosure that the referenced property, as shown on the map(s) attached, has been reviewed by the District Hazardous Waste Technical Staff (located in Environmental or Environmental Engineering) and provides direction regarding property disposal based upon that review.

10/2/2013

DATE

11/TMP/86/11.4

DIST/CO/RTE/PM (KP)

none

APPRAISAL MAP NO.

1100000543

EA

none

MAP DATE

Route IMP 86 Excess Parcel DD 001999-01-01

PROJECT NAME OR DESCRIPTION

ACTION SUMMARYThese Parcels Can Be Sold or Exchanged:

RW PARCEL NUMBER(S):

DD 001999-01-01

These Parcels Can Be Sold or Exchanged With Full Information Disclosure:

RW PARCEL NUMBER(S):

These Parcels Can NOT Currently Be Sold or Exchanged:

RW PARCEL NUMBER(S):

See subsequent pages for detailed information regarding property condition and status.

Form Prepared By:

Joel Kloth

Approved by District Hazardous Waste Supervisor

10/2/2013

Date

HAZARDOUS MATERIALS DISCLOSURE DOCUMENT - DISPOSAL

ENV-0001-D (NEW 03/2009)

**HAZARDOUS MATERIALS DISCLOSURE DOCUMENT- DISPOSAL
DETAIL**

Parcel #s

- (DD 001999-01-01) 1. Based upon an Initial Site Assessment, the referenced parcel(s) are considered free of significant hazardous materials (describe potential sources of minor contamination in the Comments section). Subject parcel(s) can be sold or exchanged.
2. The referenced parcel(s) do not require cleanup cost estimates, but have been identified as having:
- () (a) minor soil contamination. A hazardous waste Site investigation [☐ has / ☐ has not] been performed on the referenced parcel(s) (if not performed explain the source of knowledge in the Comments section). Subject parcel(s) can be sold or exchanged.;
- () (b) contaminated groundwater under the property. A hazardous waste Site investigation [☐ has / ☐ has not] been performed on the referenced parcel(s) (if not performed explain the source of knowledge in the Comments section). The source of contamination has been determined not to be attributed to the Caltrans property or operations (an indemnification letter from the local, state or federal regulatory authority [☐ is / ☐ is not] attached). Subject parcel(s) can be sold or exchanged.;
- () (c) contaminated groundwater under the property. A hazardous waste Site investigation [☐ has / ☐ has not] been performed on the referenced parcel(s) (if not performed explain the source of knowledge in the Comments section). However, the source of contamination has been removed or remediated to regulatory cleanup levels (attach closure letter). Subject parcel(s) can be sold or exchanged with full information disclosure.;
- () (d) lead soil contamination, probably as a result of aerial deposition of vehicular gasoline emissions. A project specific hazardous waste Site Investigation [☐ has / ☐ has not] been performed on the referenced parcel(s) (if not performed explain the source of knowledge in the Comments section). Subject parcel(s) can be sold or exchanged with full information disclosure.;
- () (e) hazardous materials previously present on the referenced parcel(s) that have been sufficiently remediated. A hazardous waste Site Investigation [☐ has / ☐ has not] been performed on the referenced parcel(s) (if not performed explain the source of knowledge in the Comments section). A regulatory closure letter, if appropriate, is attached. The subject parcel(s) can be sold or exchanged with appropriate and full information disclosure and/or deed restrictions.

HAZARDOUS MATERIALS DISCLOSURE DOCUMENT - DISPOSAL

ENV-0001-D (NEW 03/2009)

- () 3. This document includes, as an attachment, a hazardous waste Site Investigation report stating the nature and extent of contamination and cleanup cost estimates for the referenced parcel(s). However, cleanup is not required pursuant to state or federal law. The subject parcel(s) can be sold or exchanged with appropriate and full information disclosure and/or deed restrictions..
- () 4. This document includes the hazardous waste Site Investigation work schedule or cleanup plans, schedule, and current status for the referenced parcel(s), as an attachment. The work will be completed by [☐ Caltrans / ☐ a responsible party]. The subject parcel(s) **can not be sold or exchanged** until remediation is complete. The District must request a Category 2D Environmental Hold on the subject parcel(s). (Note: Attach this *Hazardous Materials Disclosure Document - Disposal* to the *Application to Hold Excess Land* request form - RW 16-3).
- () 5. The referenced parcel(s) have been identified as containing or potentially containing, hazardous materials and **can not be sold or exchanged**. The District must request a Category 2D Environmental Hold on the subject parcel(s). (Note: Attach this *Hazardous Materials Disclosure Document - Disposal* to the *Application to Hold Excess Land* request form - RW 16-3). The *Hazardous Materials Disclosure Document - Disposal* will be updated when the parcel can be sold or exchanged. In addition:
- () (a) an appropriate hazardous waste Site Investigation must be performed to determine the nature and extent of contamination, and remedial cost estimates. Proper charging codes and expenditure authorization (EA) need to be provided to the District Hazardous Waste Technical Specialist. Site Investigation is anticipated to be completed by _____ (date).;
- () (b) a hazardous waste Site Investigation, for potentially contaminated adjacent property, will be scheduled by the District Hazardous Waste Technical Specialist when a permit to enter is obtained by the District/Region Right of Way Office. The permit request was submitted on _____ (date) and the Site Investigation is anticipated to be completed by _____ (date).;
- () (c) hazardous waste Site Investigation studies are complete and either a regulatory case closure is being obtained or the site requires cleanup or long-term monitoring. Resolution is expected by _____ (date).;
- () 6. Other: Explain in the Comments section below. (NOTE: Disposal of property without adequate investigation is an unacceptable risk. If adequate investigation has not been completed, use #4 or #5 above).

Comments

none

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-8410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

11 - IMP - 86	11.4	DD 001999-01-01	1100000543
Dist.-Co.-Rte. (or Local Agency)	P.M/P.M.	E.A. (State project)	Federal-Aid Project No./ Proj. No.
/Project No.			

PROJECT DESCRIPTION:

On State Route 86, at post mile 11.4 just west of southbound State Route 86 (SR-86) between post miles 11.3 and 11.7, north of Fifteenth Street, in Imperial County, California. Caltrans is proposing to dispose of excess land parcel DD 001999-01-01. District 11, Environmental Division must be informed of any changes to the project. No continuation sheet is attached.

CEQA COMPLIANCE (for State Projects only)

Based on an examination of this proposal, supporting information, and the following statements (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

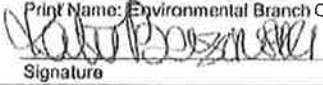
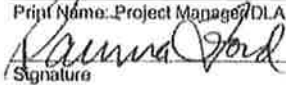
CALTRANS CEQA DETERMINATION (Check one)

☐ Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

☒ **Categorically Exempt. Class 12.** (PRC 21084; 14 CCR 15300 et seq.)

☐ **Categorically Exempt. General Rule exemption.** (This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3])

Katie Basinski (Acting) Print Name: Environmental Branch Chief  10/29/13 Signature Date	Rainna Ford Print Name: Project Manager/DLA Engineer  10-30-13 Signature Date
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NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b) (<http://www.fhwa.dot.gov/hep/23cfr771.htm> - sec.771.117).

In non-attainment or maintenance areas for Federal air quality standards, the project is either exempt from all conformity requirements, or conformity analysis has been completed pursuant to 42 USC 7506(c) and 40 CFR 93.128, 40 CFR 93.127, 40 CFR 93.128.

CALTRANS NEPA DETERMINATION (Check one)

☐ **23 USC 326:** The State has been assigned, and hereby certifies that it has carried out, the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding (MOU) dated June 7, 2010, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

☐ 23 CFR 771.117(c): activity (c) ()

☐ 23 CFR 771.117(d): activity (d) ()

☐ Activity listed in Appendix A of the MOU between FHWA and the State

☐ **23 USC 327:** Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under 23 USC 327.

Print Name: Environmental Branch Chief Signature _____ Date _____	Print Name: Project Manager/DLA Engineer Signature _____ Date _____
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Date of Categorical Exclusion Checklist completion: _____ Date of ECR or equivalent: _____

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., air quality studies, documentation of conformity exemption, FHWA conformity determination if 23 USC 327 project; §106 commitments; §4(f); §7 results; Wetlands Finding; Floodplain Finding; additional studies; and design conditions).

Revised October 2012

Page 1 of

INTRODUCTION

This valuation analysis is prepared by the State of California, Department of Transportation as a staff appraisal report. The property described herein is considered Excess Land, a remainder from the Imperial 86 Highway Project.

PURPOSE OF THE APPRAISAL

This report is intended to assist State of California, Department of Transportation - Right of Way Excess Lands Branch with the Fair Market Value so that the property may be sold.

DEFINITION OF HIGHEST AND BEST USE

Highest and best use is defined as:

The reasonably probable use of property that results in the highest use.

The use must be physically possible (or it is reasonably probable to render it so).

The use must be legally permissible (or it is reasonably probable to render it so).

The use must be financially feasible.

Uses that meet the three criteria of reasonably probable uses are tested for economic productivity; and the reasonably probable use with the highest value is the highest and best use.¹

Fair Market Value

The price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.

¹ Appraisal Institute, The Principle of Appraisals, 14th Edition, (Chicago, Illinois: Appraisal Institute), 322.

SCOPE OF THE APPRAISAL

The scope of this appraisal is intended to be an "appraisal assignment" as defined in the Standards of Professional Practice of the Appraisal Institute. It is the appraiser's intention to provide an appraisal report in a manner that results in a conclusion that is arrived at by an independent and disinterested third party. The scope of the analysis is intended to be appropriate in relation to the significance of the appraisal problem. It is the intent that all appropriate data deemed pertinent to the solution of the appraisal problem be collected, confirmed, and reported in conformity with the Federal Uniform Relocation Assistance and Real Property Acquisition Act, and California Condemnation Law.

The scope of an appraisal relates to the extent of processing, collecting, and confirming data that was used by the appraiser. The primary sources of data used in this report include:

- Imperial Valley Multiple Listing Service
- City of Imperial— Planning & Development office
- Digital Map Products – Land Vision
- Brokers and Real Estate Agents, buyers and sellers active within the subject area

A search was then done for sales, lease and cost data, which might be relevant to the subject property appraisal. All of the sales utilized in this report were physically inspected. Whenever possible, the sales information was verified with the buyer and/or seller. In instances where neither of the principals could be contacted, the verification was made through a broker who had direct knowledge of the sale. In rare instances where no party directly connected with the transaction could be contacted, the verifying appraiser may have had to rely on the records of the above data sources. The scope of the analysis is intended to be appropriate in relation to the significance of the appraisal problem. The basic data was analyzed for patterns, which would assist in the valuation of the subject. The refined data was then utilized in consideration of the three approaches to value: Cost, Market or Sales Comparison and Income Approach. The appropriate approach or combination of approaches was selected and the appraisal was then written and submitted for cumulative review and approval.

DATE OF VALUE

The date of value for this report is the date of the last inspection made of the subject parcel by the appraiser. This date is reflected on the Appraisal Title Page. It should also be mentioned that this report is subject to the cumulative review process to ensure consistent standards of quality for staff appraisals. Under this concept, other staff appraisers and supervisors will review the appraisal to ensure for proper format, math calculations and value conclusions as to ensure that the appraisal meets fair market value criteria as defined by the State Statutes.

FLOOD ZONE DATA

The subject parcel in this report is not located in the Federal Emergency Management Agency, 100 Year Flood Plain.

PROPERTY RIGHTS BEING APPRAISED

The property right being appraised is Fee.

IDENTIFICATION OF THE SUBJECT PROPERTY

The property, which is the subject of this appraisal report, is identified as Director's Deed (DD) 1999-01-01. The parcel is located on the west side of Imperial 86 Highway and on the west and north side of Imperial Avenue. It is legally accessed from both Imperial Avenue and Imperial 86.

OWNERSHIP/VESTING

The subject property is owned by the State of California, Department of Transportation.

TITLE REPORT & ENCUMBRANCES

No title report was relied upon for this appraisal assignment.

HAZARDOUS WASTE AND HAZARDOUS MATERIALS

There are two types:

A.) Hazardous Ground Contamination

"A statement of hazardous Waste Clearance and/or Removal/Containment Plan" letter has been received from our Environmental Branch. The presence of hazardous waste, if any, will be considered in the individual parcel appraisal.

B.) Hazardous Material Statement

A Hazardous Materials (Asbestos) inspection is required for all improved properties, except the following:

1.) Residential improvements of one to eight units when:

- The market approach is the only or clearly the primary basis for valuation;
- Comparable data shares the general characteristics of the subject; and
- The existing improvements represent the highest and best use of the property.

- 2.) Improvements constructed entirely after January 1, 1980.
- 3.) Those improvements constructed with materials, which can easily be determined to contain no hazardous materials (example: all metal storage buildings).

A hazardous materials inspection is not required for parcels which are vacant land or residential properties with less than four units, unless there are indications that hazardous waste may exist. This appraisal report is contingent upon the subject properties being free and clear of all hazardous substances. The appraiser is not an expert in the field of detecting hazardous waste. Physical inspection of the subject property did not reveal the existence of any hazardous chemical contamination. This inspection did not find any detection of hazardous waste. Hence, the value estimates presented in this report are predicated on the assumption no hazardous chemical contamination of the subject site exists.

ZONING

Upon meeting with the City of Imperial, the appraiser was informed that the zoning is considered open space; however, in further discussions with Jorge Galvan, Planning & Development Director, it was determined that a commercial zoning designation would certainly be allowed by the City, and would fit well considering the overall surrounding properties and improvements.

UTILITY AVAILABILITY

The Imperial Irrigation District (IID) provides irrigation water, farm drainage and electrical service. Drinking water and sewer service within the City of Imperial is provided by the City. The Southern California Gas Company provides natural gas service. In the major communities, underground lines provide natural gas, while outlying areas have only bottled gas. Water and sewer is located at 15th Street, while telephone and power is available at Imperial Avenue.

AREA DESCRIPTION

REGIONAL DESCRIPTION

Imperial County, founded in 1907, is located in the southeast corner of California. It borders Mexico on the south, San Diego County on the west, Riverside County on the north and Arizona on the east. The eastern border is delineated by the Colorado River. The county comprises an area of 4,284 square miles, most of which is low desert or rugged mountain ranges.

The first settlements were located along the Butterfield Stage Route in the 1850's. However, no real development occurred until water began to be imported in 1901. In 1905 an engineering project to bring irrigation water in canals from the Colorado River went awry. The river temporarily changed its course and began flowing into the Imperial Basin, which is below sea level. The flow continued until 1907, when the river was diverted to its original course. The two-year flow created the dominant geographic feature of the Imperial Valley - the Salton Sea, the largest inland body of water in California. This sea has no natural outlet, so over the years it has increased in salinity. Today, very few varieties of aquatic life can survive in the sea. Before irrigation water was available from the Colorado River, the population base remained small. However, once water began to be imported, the agricultural industry was born. An extensive irrigation system has now been developed from Colorado River water, chiefly through the All American canal. Along with agriculture came an expanding population; from 1950 to 1990 the total population nearly doubled to around 155,823 people. There are seven incorporated cities within Imperial County today; they are El Centro, Brawley, Calexico, Holtville, Imperial, Calipatria, and Westmorland.

AREA DESCRIPTION

The City of Imperial is a city of many firsts in the valley. The town-site of Imperial was plotted in 1902 for home and commercial businesses. A few of the many firsts was a printing press, drug store, grocery store, brick building, and the first church. The City can also boast of having the first school in the valley and the first Chamber of Commerce.

The City of Imperial was incorporated July 12, 1904 thus being the first city in the valley to incorporate. The city was originally thought to become the county seat, but lost out to the City of El Centro in 1907.

Through the years, the City of Imperial became the location for the home of the Imperial Irrigation District, the California mid-winter fair and the Imperial County airport. Several businesses were also established in the city. Imperial was devastated by earthquakes in 1916 and 1940. An earthquake in 1979 destroyed many of the old buildings in the downtown business area, including City Hall. Re-building of the business district was slow for many years. Imperial is now enjoying a re-birth of the city, with many new homes and businesses.

08/27/2013

SUBJECT PHOTO

Zachary Svelling



Standing on the corner of North Imperial Avenue and Belford Road, looking north. The small subject parcel is located just beyond the white plastic reflectors.

01/7/2014

SUBJECT PHOTO

Zachary Svelling



Standing north of the corner of Belford Road and North Imperial Avenue, looking north at the small subject parcel. Note the drainage pickup in the mid-ground.

08/27/2013

SUBJECT PHOTO

Zachary Svelling



Standing on the west side of Imperial 86, looking south toward 15th street at the large subject parcel. To the right hand side of the photos lies North Imperial Avenue, to the left, lies Imp 86.

08/27/2013

SUBJECT PHOTO

Zachary Svelling



This photo was taken standing on the northern 1/3 of the large subject parcel, looking south.

08/27/2013

SUBJECT PHOTO

Zachary Svelling



Standing on the southern portion of the large subject parcel, looking north. Imperial 86 is to the right of the photo.

HIGHEST AND BEST USE ANALYSIS

Prior to valuing the subject, the highest and best use of the subject must be determined. The purpose of the highest and best use analysis is to establish which use will result in the highest value, and to assist in identifying relevant comparable data.

Highest and best use is an important concept in real estate valuation, as it represents the premise upon which value is based. Refer to the introduction for the definition of highest and best use. The definition applies to vacant land or improved property. The highest and best use of vacant land could be immediate development of the property or holding for future development. As applied to improved property, it considers the possibility that the highest and best use of an improved site could be continued operation of the improvements, conversion to some alternative use, or demolition of the existing structure and construction of new improvements.

The highest and best use of a property is determined by social, economic, governmental, and environmental forces. The relative weight that any of these forces carries in determining the highest and best use of a property depends on the individual property. Social forces are exerted primarily by population characteristics. Specifically, the demographic composition of the population reveals the potential demand for real estate. Examples of social forces that influence real estate are: population changes, rate of family formations and dissolutions, and age distributions.

Economic forces determine the supply and demand conditions influencing real estate. The desire and ability of the population to satisfy its demand for real estate are determined by economic forces. Examples of economic forces influencing the demand for real estate are: employment and wage levels, the economic base of the region and community, price levels, and the cost and availability of mortgage credit. Examples of economic forces influencing the supply of real estate are: the stock of available improved properties, proposed development, occupancy rates, and price patterns of existing properties.

Governmental influences include a broad range of political and legal actions which influence the provision of public services, restrict the supply of real estate through zoning and planning ordinances, establish local, state and national fiscal policies, and special legislation (e.g., a building moratorium) which may influence property values and availability.

Environmental conditions which may influence real estate include climatic conditions, topography and soil, transportation systems, and the nature and desirability of the immediate neighborhood surrounding a property. Environmental forces can be external to the subject property or can include characteristics of the property itself. While the four forces that influence value have been identified separately, they work in concert to affect property values. For a given property, these forces will generally exert uneven influence on the value, with certain forces having greater impact on that property than others.

In determining the highest and best use of a site, four criteria must be considered. The highest and best use must be (1) physically possible, (2) legally permissible, (3) financially feasible and (4) maximally productive. The first two criteria should be considered first, as qualification under the latter test does not matter if the use fails the earlier tests.

HIGHEST AND BEST USE AS IF VACANT

PHYSICALLY POSSIBLE

The subject's parcels measure 4.05 acres collectively, the small subject parcel is .78 acres and the large subject parcel is 3.25 acres in size. In addressing the physically possible criteria, one must consider the shape and topography of the subject, as well as its legal access. The small subject parcel can be legally accessed from Imperial 86 and Belford road; the parcel is flat, and irregular in shape. The large subject parcel has legal access from two streets; Imperial Avenue and Imperial 86; the parcel is flat and rectangular shaped. To the best of the appraiser's knowledge, the subject has no soil or geological conditions that would preclude development with commercial improvements on either parcel. However, no soil or geotechnical reports have been provided to the appraiser. The appraiser assumes there are no soil problems on the subject parcel that would require anything other than routine site preparation work prior to developing the property. In conclusion, commercial development is physically possible.

LEGALLY PERMISSIBLE

When considering legally permissible uses of the subject site, the most important factor is its zoning. DD 1999-01-01 is zoned Open Space. However, the City of Imperial has stated that commercial development would certainly be allowed by the City. Therefore, in conclusion, commercial development is considered legally permissible.

FINANCIALLY FEASIBLE

Financially feasible developments are those developments which produce a return equal to or greater than the amount that is currently supported by the land. All uses that produce a positive return are regarded as being financially feasible. The subject property is located along Imperial 86, enjoying frontage to a highway that serves as a main transportation route throughout Imperial Valley. To the north and the south lie many commercial developments. Although the current real estate market has experienced dramatic declines over the past 6 years, recent sales and listings have pointed toward a recovery. In support of this trend, a new motel is being constructed just north of the subject property. Therefore, in conclusion, the appraiser has determined that a commercial use is financially feasible.

ORDINANCE NO. 797

AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE IMPERIAL CITY CODE TO CHANGE THE ZONING DESIGNATION OF A SPECIFIED PROPERTY FORMERLY OWNED BY STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FROM R-1 SINGLE FAMILY TO C-2 GENERAL COMMERCIAL

Pursuant to Section 24.19.600 et seq. of Chapter 24 of the Imperial Municipal Code, the City Council of the City of Imperial, State of California, does hereby ordain as follows:

SECTION 1: The “Official Zoning Map” of the City of Imperial, Imperial County, adopted at Section 24.01.140B of Chapter 24 of the Imperial City Code is hereby amended pursuant to Section 24.19.600 et seq. as set forth in this ordinance.

SECTION 2: The property affected by this ordinance is formerly known as Department of Transportation Number DD1999-01-01 located north of 15th Street, west of Highway 86 and east of Imperial Avenue and is described in Exhibit A.

SECTION 3: The new zone for said property is hereby changed from R-1 Single Family Residential to C-2 General Commercial.

SECTION 4: Effective Date. This Ordinance shall take effect and shall be in force thirty (30) days after the date of adoption, and prior to the expiration of fifteen (15) days from the passage thereof, shall be published at least once in a newspaper of general circulation printed and published in the County of Imperial, together with the names of the members of the City Council voting for and against the same.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this _____ day of February, 2018.

Geoff Dale, Mayor of the City of Imperial

ATTEST:

Debra Jackson, City Clerk

EXHIBIT A

THAT PORTION of real property in the City of Imperial, T. 15 S., R. 14 E., S.B.M. conveyed to the State of California by deed recorded February 24, 1945, as Book 638, Page 2, in the Office of the County Recorder of Imperial County;

TOGETHER WITH all right, title and interest in that portion of that real property in the City of Imperial, T. 15 S., R. 14 E., S.B.M. according to Government Survey thereof conveyed to the State of California by deed recorded July 17, 1941, Book 571, Page 548, in the Office of the County Recorder of Imperial County;

TOGETHER WITH that portion of that real property in the City of Imperial, T. 15 S., R. 14 E., S.B.M. according to Government Survey thereof conveyed to the State of California by deed recorded April 16, 1948, as Book 704, Page 163, in the Office of the County Recorder of Imperial County;

All lying westerly of the following described line:

BEGINNING at the southwest corner of Tract 133, T. 15 S., R 14 E., S.B.M., said point bears S.00°22'46"E., 2654.16 feet from the northwest corner of said tract;

- Thence (1) S.89°35'42"E., 185.06 feet along the south line of said Tract 133;
- Thence (2) N.00°22'46"W., 41.97 feet;
- Thence (3) N.89°35'42"E., 13.47 feet to the beginning of a non-tangent 4930.69 foot radius curve concave southwesterly, a radial to which bears N.86°51'26"E.
- Thence (4) northerly along said curve, through a central angle of 09°14'31", an arc distance of 795.32 feet;
- Thence (5) N.12°23'05"W., 752.80 feet to the beginning of a 5070.92 foot radius curve concave northeasterly;
- Thence (6) northerly along said curve through a central angle of 04°15'31", an arc distance of 376.91 feet to a point on the westerly right of way line of State Highway 11-IMP-86 according to Record of Survey 12-67 on file in the office of the County Recorder of Imperial County, and also being the **POINT OF TERMINUS.**

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6, HPGN Epoch 1991.35. Multiply all distances in the above description by 0.99999605 to obtain ground level distances.

(Caltrans Number: DD1999-01-01)