

**CITY OF IMPERIAL**  
**Imperial, California**

CONTRACT DOCUMENTS AND  
SPECIFICATIONS FOR  
**CITY APARTMENTS REMODEL PROJECT**  
**BID NO. 2026-03**

*Funding Source:*  
*Permanent Local Housing Allocation Program (PLHA)*  
*Local City Apartment Funds*



**City of Imperial**  
*City Manager's Office*  
420 S. Imperial Ave Imperial, CA 92251  
(760) 355-5302 | [www.Cityofimperial.org](http://www.Cityofimperial.org)

**KEY DATES (Subject to Change):**

Issue Date: April 08, 2026  
Non-Mandatory Site Visit: April 30, 2026 (8:30am PST)  
Deadline for Questions: May 08, 2026 (2:00pm PST)  
Proposal Due Date: May 21, 2026 (2:00pm PST)  
Bid Opening: May 21, 2026 (2:00pm PST)

**APRIL 2026**

**CITY OF IMPERIAL**  
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**CITY APARTMENTS REMODEL PROJECT**

BID NO. 2026-03

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**CITY OF IMPERIAL  
NOTICE INVITING SEALED BIDS  
CITY APARTMENTS REMODEL PROJECT  
BID NO. 2026-03**

**PUBLIC NOTICE IS HEREBY GIVEN** that the City of Imperial, as CITY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk at 420 S. Imperial Avenue, Imperial, California 92251 up to the hour of 2:00 P.M. on Thursday, May 21, 2026. On Thursday, May 21, 2026, at 2:00 P.M. the City will publicly open and read aloud all bids properly received. A bid summary will then be prepared and posted. A Non-Mandatory Pre-Bid meeting, followed by a project site walk, will be conducted at 8:30 A.M. on Thursday April 30, 2026 at 420 South Imperial Avenue, Imperial, CA.

*CITY APARTMENTS REMODEL PROJECT scope of work is as follows:*

Remodeling services for City owned 10-unit apartment complex. The City intends to solicit bids/pricing for the following scopes of work:

- Kitchen Remodel
- Bathroom Remodel
- Combined Kitchen and Bathroom Remodel

The work includes interior remodeling of kitchens and bathrooms in City-owned apartment units, including but not limited to demolition, cabinetry, countertops, fixtures, plumbing, electrical, lighting, finishes, and associated work.

Respondents may submit proposals for projects individually (Project A–Kitchen Remodel) (Project B–Bathroom Remodel), or as combined project (Combined Project A&B-Kitchen/Bathroom Remodel). The project may be awarded as a single project (Kitchen Remodel or Bathroom Remodel), or as one combined contract (Kitchen+ Bathroom Remodel), based on the lowest responsible bidder, subject to availability of funding and the best interests of the City. Each bid amount stands independently and is binding.

**Project A – Kitchen Remodel**

- 1) Advising clients on material recommendations and options to maximize energy efficiency, while enhancing the aesthetic value.
- 2) Obtaining all necessary permits and ensuring work complies with building codes.
- 3) Implementing security measures on the job site to prevent theft, trespass, and damage.
- 4) Prep interior and exterior of site as needed, General Demolition to include removal and proper disposal of existing materials (inside & outside).
- 5) Inspection of structural components to identify and make necessary repairs, to include plumbing, structural framing and electrical.
- 6) Inspection and proper measurement, dimensions listed in this RFP are approximate for reference only.
- 7) Fitting and installation of new fixtures, to include:
  - a) Kitchen Cabinets
    - i) Install new factory-finished cabinets (minimum KCMA-certified), plywood boxes or equal, soft-close hardware, moisture-resistant construction where adjacent to wet areas.
  - b) Kitchen Countertops
    - i) Install countertops (laminated/solid surface) with seamless backsplashes at height. Provide edge profiles and sealing per manufacturer.
  - c) Kitchen Plumbing
    - i) Replace sink, faucet (low-flow compliant), traps, supply lines; verify dishwasher connections; replace shut-off valves. Pressure test and code compliance.
  - d) Kitchen Electrical
    - i) Provide GFCI outlets, dedicated circuits as required, LED ceiling fixture, appliance receptacles per code.
  - e) Kitchen Flooring
    - i) Install new vinyl plank flooring with moisture barrier and transitions. Cove base where required.

- ii) Slip-resistant; water-resistant; low-maintenance.
- f) Kitchen Range Hood, verify clearance and ventilation
- 8) Cap and caulk will match color of new cabinets and walls
- 9) Drywall repair, Painting of new drywall and other areas appropriate areas worked on.
  - a) Walls/ceiling/trim: low-VOC; washable eggshell/satin for walls; semi-gloss for trim/doors; color options coordinated with the City.
  - b) Caulk and seal per spec.
- 10) Contractor to field verify all work.
- 11) Contractor will submit product approval at contract signing with energy rated and warranty documentation (where appropriate) to be submitted prior to final pay request.
- 12) Complete cleanup of the job site, ensuring all debris and materials are removed and the site is left in good condition.

### **Project B – Bathroom Remodel**

- 1) Advising clients on material recommendations and options to maximize energy efficiency, while enhancing the aesthetic value.
- 2) Obtaining all necessary permits and ensuring work complies with building codes.
- 3) Implementing security measures on the job site to prevent theft, trespass, and damage.
- 4) Prep interior and exterior of site as needed, General Demolition to include removal and proper disposal of existing materials (inside & outside).
- 5) Inspection of structural components to identify and make necessary repairs, to include plumbing, structural framing and electrical.
- 6) Inspection and proper measurement, dimensions listed in this invitation to bid are approximate for reference only.
- 7) Fitting and installation of new fixtures, to include:
  - a) Bathroom Waterproofing
    - i) Provide ANSI A1 18.10-compliant waterproofing membranes for wet areas. Coordinate with tile backer (cement board) and manufacturer's system.
  - b) Bathroom Plumbing
    - i) Replace toilet (WaterSense)
    - ii) Sink and drainage, faucet (low-flow)
    - iii) Tub/shower valve and trim, drain assemblies, showerhead.
    - iv) New shut-offs, pressure testing.
  - c) Bathroom **Shower/Tub Enclosure** (Tile & Finishes)
    - i) Install tile to specified pattern (walls/floor).
    - ii) Provide grout per spec (epoxy or polymer - modified as specified).
    - iii) Tub, slopes to drains; expansion joints.
    - iv) Tile ceramic or porcelain, minimum 3"x6" or 12"x24" formats; water-resistant backer, mold-resistant grout; appropriate waterproofing membrane.
  - d) Bathroom Vanity & Tops
    - i) Install new vanity cabinet and countertop (solid surface/laminate). Provide mirror and accessories.
  - e) Bathroom Flooring
    - i) Install new vinyl plank flooring with waterproof underlayment. Base per spec.
    - ii) Slip-resistant; water-resistant; low-maintenance.
  - f) Bathroom Electrical
    - i) Install GFCI outlet(s)
    - ii) Install LED ceiling light with vacancy switch (as per code)
    - iii) Install exhaust fan (sone rating ≤ 50 CFU)
    - iv) Switches for lighting and fan separate circuit.
    - v) Verify dedicated circuits as required.
- 8) Cap and caulk will match colors of new bathroom cabinets and walls.
- 9) Drywall repair, Painting of new drywall and other areas appropriate areas worked on.
  - a) Walls/ceiling/trim: low-VOC; washable eggshell/satin for walls; semi-gloss for trim/doors; color options coordinated with the City.
  - b) Caulk and seal per spec.

- 10) Contractor to field verify all work, ensure fixtures and clearances meet applicable ADA/UFAS/PHAs standards in units are designated accessible.
- 11) Contractor will submit product approval at contract signing with energy rated and warranty documentation (where appropriate) to be submitted prior to final pay request.
- 12) Complete cleanup of the job site, ensuring all debris and materials are removed and the site is left in good condition.

All products must be new, free from defects, and suitable for heavy-use residential environments. All material options must be comparable in cost, appearance, quality, and performance.

The Contractor shall provide City with a minimum of two (2) to three (3) options for all finished material associated with the kitchen and bathroom remodel. All required options shall be included as part of the base bid, with no additive or deductive cost differences between the selections. Contractor's base bid shall cover the furnishing and installation of any one (1) of the City's selected options.

The Contractor shall submit two (2) to (3) three equivalent, cost-neutral options for the following finish components:

- Cabinet finishes
- Countertops
- Flooring materials
- Wall tile and **shower/tub surrounds**
- Plumbing fixtures styles and finishes
- Hardware (e.g., cabinet pulls, faucets, towel bars)
- Paint colors (walls, ceilings, and trim)

Each option shall include:

1. Product specifications, including manufacturer, model number, composition, and warranty information.
2. Material samples or digital sample boards, clearly labeled and representative of actual installed appearance.
3. Confirmation of cost neutrality, stating that all proposed options are comparable in price, durability, and availability and can be under the base bid amount.
4. Lead-time verification, ensuring that each option meets the project schedule requirements without delay.

The City will select the preferred finish options after reviewing the contractor's submittals. The Contractor shall not procure materials until receiving written approvals. Any proposed substitution must comply with the project's substitution procedures and receive prior written authorization from the City.

Contractor shall coordinate temporary relocation logistics with the City's designated relocation lead (City staff). Contractor will provide City with a unit-by-unit 3-week look-ahead schedule. City will issue tenant notices. Contractor shall provide minimum 7-day advanced notice to entry and 48-hour confirmation.

Contractor will maintain safe egress; post signage; daily clean-up; dust control and odors; isolate work areas. Contractor will assist in moving and protecting furniture/appliances within units or to designated storage, with protective coverings and inventory.

\*The City reserves the right to award:

- a) The Kitchen Remodel (described as Project A-Kitchen Remodel) only,
- b) The Bathroom Remodel (described as Project B-Bathroom Remodel) only, or
- c) The Combined Kitchen + Bathroom Remodel (described as Project A&B Combined Kitchen/Bathroom Remodel).

The project may be awarded as a single project (Kitchen Remodel or Bathroom Remodel), or as one combined contract (Kitchen + Bathroom Remodel), based on the lowest responsible bidder,

subject to availability of funding and the best interests of the City. Each bid amount stands independently and is binding.

To minimize potential temporary tenant relocation, reduce coordination challenges and limit disruptions to current residents of the fully occupied complex, the City if in its determination to award a combined contract (Kitchen + Bathroom Remodel), the contract will be awarded a single bidder based on the lowest responsible bidder, subject to availability of funding and the best interests of the City.

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

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

Bid packages (USBs) are available at the City of Imperial City Hall, located at 420 South Imperial Avenue, Imperial, California 92251, upon payment of a \$85.00 non-refundable fee (\$100.00 if mailed). Only those firms that have purchased the bid documents will be provided with any addendums that may be issued for this project prior to the bid opening date.

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

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

Each bid must be accompanied by a guaranty of cash, certified check, cashier's check or bid bond made payable to the City of Imperial for an amount equal to at least ten percent (10%) of the bid. Such guaranty to be forfeited should the bidder to whom the contract is awarded fails to enter the contract. All guaranties to be returned after the contract is awarded. In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any funds withheld by the City to ensure performance under the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally chartered bank as the escrow agent who shall pay such funds to the contractor upon notification by the City of the contractor's satisfactory completion of the contract. The type of securities deposited and the method of release shall be approved by the City Attorney's office.

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

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

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

**CITY CLERK  
ATTN: Aimee Osuna, Assistant City Clerk  
CITY APARTMENTS REMODEL PROJECT  
BID NO. 2026-03**

The Bid Proposal should be delivered no later than 2:00 P.M. on Monday, May 21, 2026, addressed as follows:

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

Questions concerning the proposal should be directed to Cody Burch, Fleet and Facilities Supervisor via email: [cburch@imperial.ca.gov](mailto:cburch@imperial.ca.gov). Questions should be received no later than 2:00 P.M. Friday, May 8, 2026.

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

Any modifications to this solicitation will be issued by the City as a written addendum. The City will not consider proposals received after the specified time and date. This bid proposal does not commit the City of Imperial to award a contract or pay any costs associated with the preparation of a Proposal.

The City of Imperial reserves the right to reject any or all bids, to award each item separately, delete portions of the work, and/or waive any informality on any bid. No bid may be withdrawn for 60 days after the time set for the opening thereof. Failure by the successful bidder to enter into a contract with the City or to deliver goods and/or services in accordance with the bid may result in a declaration by the City that the bidder is not a responsible bidder, and elimination from consideration in future bidding.

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

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

**CITY OF IMPERIAL**  
**INSTRUCTIONS TO BIDDERS**  
FOR  
**CITY APARTMENTS REMODEL PROJECT**

**BID NO. 2026-03**

**PROPOSAL FORMS**

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

Bidders may bid:

- a) Kitchen Remodel only,
- b) Bathroom Remodel only,
- c) Both Kitchen Remodel only and Bathroom Remodel only, and/or
- d) Combined Kitchen + Bathroom Remodel.

Each bid amount stands independently and is binding, the City reserves the right to reject any or all bids.

**PROPOSAL GUARANTEE (BID BOND)**

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

**NON-COLLUSION AFFIDAVIT**

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

**PROPOSAL BID SHEET**

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed, and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

No bidder may withdraw his proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guaranties within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

**DELIVERY OF PROPOSAL**

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

### WITHDRAWAL OF PROPOSALS

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

### IRREGULAR PROPOSALS

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

### TAXES

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

### DISQUALIFICATION OF BIDDERS

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

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

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

### INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the services to be performed, he may submit to the Engineer of the CITY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents.

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

### ADDENDA OR BULLETINS

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

### LEGAL RESPONSIBILITIES

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

Any Bidder submitting a proposal shall, by such action, thereby agree to each and all of the

terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Contract Documents and to full compliance therewith.

#### AWARD OF CONTRACT

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

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

The City may award the project as a single project (Kitchen Remodel or Bathroom Remodel), or as one combined contract (Kitchen + Bathroom Remodel), based on the lowest responsible bidder, subject to availability of funding and the best interests of the City. Each bid amount stands independently and is binding.

To minimize potential temporary tenant relocation, reduce coordination challenges and limit disruptions to current residents of the fully occupied complex, the City if in its determination to award a combined contract (Kitchen + Bathroom Remodel), the contract will be awarded to a single bidder based on the lowest responsible bidder, subject to availability of funding and the best interests of the City.

No bidder may withdraw his proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract and execution of the contract documents or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

#### LABOR CODE

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

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

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

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

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be

considered as the basis of a claim against the CITY on the contract.

The CONTRACTOR and subcontractors shall comply with Section 1777.6 of the Labor Code, which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, of such employee, except as provided in Section 3077 of the Labor Code.

#### WORKMAN'S COMPENSATION CERTIFICATE

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

In accordance with this section and with Section 1861 of the Labor Code, the contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

#### CLAYTON ACT AND CARTWRIGHT ACT

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

#### SUBSTITUTION OF SECURITIES

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

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

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

#### SUBLETTING AND SUBCONTRACTING

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

#### CITY BUSINESS LICENSE

The Contractor shall obtain a City of Imperial Business License prior to the City's issuing the Notice to Proceed. The annual fee for the Business License is one hundred dollars (\$100.00).





**CITY OF IMPERIAL**  
**BID PROPOSAL**  
For  
**CITY APPARTMENTS REMODEL PROJECT**

**BID NO. 2026-03**

TO CITY OF IMPERIAL, as CITY:

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

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

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

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

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

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

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

DATED: \_\_\_\_\_, 2026

BIDDER: \_\_\_\_\_

BIDDER'S ADDRESS:

BY: \_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

FAX #: \_\_\_\_\_

**BIDDER 'S INFORMATION**

BIDDER certifies that the following information is true and correct:

Bidder's Name \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone \_\_\_\_\_

State Contractor's License No. and Class \_\_\_\_\_

Original Date Issued \_\_\_\_\_ Expiration Date \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR 'S LICENSING STATEMENT**

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

Contractor's License Number: \_\_\_\_\_

DIR No#: \_\_\_\_\_

Name of Individual Contractor (Print or type): \_\_\_\_\_

\_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

**Or**

Name of Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Or**

Name of Corporation: \_\_\_\_\_

Corporation Address: \_\_\_\_\_

\_\_\_\_\_

Corporation organized under the laws of the State of \_\_\_\_\_

\_\_\_\_\_  
Signature of President of Corporation

\_\_\_\_\_  
Signature of Secretary of Corporation

**LIST OF SUBCONTRACTORS**

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

Name Under Which Subcontractor Is Licensed	Specific License of No.	Address Office Mill/Shop	Percent of Total Contract	Description of Subcontract

**REFERENCES**

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

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**DESIGNATION OF SURETIES**

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

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**CITY OF IMPERIAL  
BID BOND**

**CITY APARTMENTS REMODEL PROJECT**

**BID NO. 2026-03**

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

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

WITNESS our hands this \_\_\_\_ day of \_\_\_\_\_, 2025.

(seal)

\_\_\_\_\_  
CONTRACTOR (CORPORATION) – TYPE

By: \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary/Treasurer

*NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.*

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Notary Public \_\_\_\_\_

\_\_\_\_\_  
SURETY'S NAME-TYPE  
\_\_\_\_\_

Mailing Address \_\_\_\_\_

By: \_\_\_\_\_  
Name

Title \_\_\_\_\_

*NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED.*

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Notary Public \_\_\_\_\_

(seal)





**CITY OF IMPERIAL**  
**PROPOSAL BID SHEET Page 1 of 2**  
**CITY APARTMENTS REMODEL PROJECT**

**BID NO. 2026-03**  
**(Project A)**  
**KITCHEN REMODEL PROPOSAL/BID FORM**

DESCRIPTION	QUANTITY	UNIT PRICE (per apartment)	TOTAL PRICE
Removal and Disposal of existing Kitchen fixtures and materials	10	Lump Sum	
Replacement:			
Kitchen Sink, plumbing drainage and faucets.	10		
Kitchen Cabinets	10		
Kitchen Countertops	10		
Kitchen Range Hood	10		
Kitchen Flooring	10		
Kitchen Lighting and hardware	10		
Hardware, Caulk and Material	10	Lump Sum	
Drywall Repair and Paint	10	Lump Sum	
Installation and finishing work	10	Lump Sum	
Permits and City Business License			
<b>Total (Project A) Bid Price</b>			<b>\$</b>

**CITY OF IMPERIAL**  
**PROPOSAL BID SHEET Page 2 of 2**  
FOR  
**CITY APARTMENTS REMODEL PROJECT**

BID NO. 2026-06  
(Project A)  
KITCHEN REMODEL PROPOSAL/BID FORM

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

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

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS) \_\_\_\_\_

TOTAL AMOUNT OF BID PROPOSAL (WORDS) \_\_\_\_\_

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

\_\_\_\_\_  
Bidder's Name and Telephone Number

**CITY OF IMPERIAL**  
**PROPOSAL BID SHEET Page 1 of 1**  
**CITY APARTMENTS REMODEL PROJECT**

**BID NO. 2026-03**  
**(Project B)**  
**BATHROOM REMODEL PROPOSAL/BID FORM**

DESCRIPTION	QUANTITY	UNIT PRICE (per apartment)	TOTAL PRICE
Removal and Disposal of existing Bathroom fixtures and materials	10	Lump Sum	
Replacement:			
Vanity and Sink, to include plumbing, drainage and faucets.	10		
Bathroom Mirror	10		
Bathroom shower/tub to include plumbing, drainage and faucets.	10		
Bathroom Flooring	10		
Bathroom Lighting	10		
Bathroom Exhaust Hood	10		
Hardware, Caulk and Material	10	Lump Sum	
Drywall Repair and Paint	10	Lump Sum	
Installation and finishing work	10	Lump Sum	
Permits and City Business License			
<b>Total (Project B) Bid Price</b>			<b>\$</b>

**CITY OF IMPERIAL**  
**PROPOSAL BID SHEET Page 2 of 2**  
FOR  
**CITY APARTMENTS REMODEL PROJECT**

BID NO. 2026-03  
(Project B)  
BATHROOM REMODEL PROPOSAL/BID FORM

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

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

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS) \_\_\_\_\_

TOTAL AMOUNT OF BID PROPOSAL (WORDS) \_\_\_\_\_

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

\_\_\_\_\_  
Bidder's Name and Telephone Number

**CITY OF IMPERIAL**  
**PROPOSAL BID SHEET Page 1 of 2**  
**CITY APARTMENTS REMODEL PROJECT**

**BID NO. 2026-03**  
 (Project A & B Combined Proposal)  
 KITCHEN/BATHROOM REMODEL PROPOSAL/BID FORM

DESCRIPTION (Kitchen Project A)	QUANTITY	UNIT PRICE (per apartment)	TOTAL PRICE
Removal and Disposal of existing Kitchen fixtures and materials	10	Lump Sum	
Replacement:			
Kitchen Sink, plumbing drainage and faucets.	10		
Kitchen Cabinets	10		
Kitchen Countertops	10		
Kitchen Range Hood	10		
Kitchen Flooring	10		
Kitchen Lighting and hardware	10		
Hardware, Caulk and Material	10	Lump Sum	
Drywall Repair and Paint	10	Lump Sum	
Installation and finishing work	10	Lump Sum	

DESCRIPTION (Bathroom Project B)	QUANTITY	UNIT PRICE (per apartment)	TOTAL PRICE
Removal and Disposal of existing Bathroom fixtures and materials	10	Lump Sum	
Replacement:			
Vanity and Sink, to include plumbing, drainage and faucets.	10		
Bathroom Mirror	10		

<b>Bathroom shower/tub to include plumbing, drainage and faucets.</b>	<b>10</b>		
<b>Bathroom Flooring</b>	<b>10</b>		
<b>Bathroom Lighting</b>	<b>10</b>		
<b>Bathroom Exhaust Hood</b>			
<b>Hardware, Caulk and Material</b>	<b>10</b>	<b>Lump Sum</b>	
<b>Drywall Repair and Paint</b>	<b>10</b>	<b>Lump Sum</b>	
<b>Installation and finishing work</b>	<b>10</b>	<b>Lump Sum</b>	
<b>Permits and City Business License</b>			

<b>Total (Combined Projects A &amp;B) Bid Price</b>	<b>\$</b>
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**CITY OF IMPERIAL**  
**PROPOSAL BID SHEET Page 3 of 3**  
**FOR**  
**CITY APARTMENTS REMODEL PROJECT**

**BID NO. 2026-03**  
**(Project A & B Combined Proposal)**  
**KITCHEN/BATHROOM REMODEL PROPOSAL/BID FORM**

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

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

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS) \_\_\_\_\_

TOTAL AMOUNT OF BID PROPOSAL (WORDS) \_\_\_\_\_

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

\_\_\_\_\_  
Bidder's Name and Telephone Number



**BID PROPOSAL (s)**

IN WITNESS WHEREOF, BIDDER executes and submits the attached bid proposal(s) with the names, titles, hands, and seals of all forenamed principals this \_\_\_ day of \_\_\_\_\_, 2026.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

NOTARY PUBLIC \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_



**CITY OF IMPERIAL  
CONSTRUCTION SERVICES AGREEMENT  
(Agreement Example)**

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made and effective, by and between the City of Imperial, a municipal corporation ("AGENCY"), and [insert contractor name], a [sole proprietorship, partnership, limited liability partnership, corporation] ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**I. SCOPE OF WORK**

The CONTRACTOR shall perform within the time set forth in this Agreement and shall furnish all materials, equipment, tools, labor and incidentals as required by the Plans, Specifications and Contract Documents. Contractor will also be responsible for accurate measurements.

*CITY APARTMENTS REMODEL PROJECT scope of work is as follows:*

Remodeling services for a 10-unit apartment complex, to include remodel of bathrooms and kitchens of all 10 units (apartments). The work includes interior remodeling of kitchens and bathrooms in City-owned apartment units, including but not limited to demolition, cabinetry, countertops, fixtures, plumbing, electrical, lighting, finishes, and associated work.

Work will occur in occupied property. Contractor shall provide unit-by-unit schedule, maintain daily communication protocol and coordinate with City staff on relocation efforts and other tenant concerns.

**Project A – Kitchen Remodel**

- 1) Advising clients on material recommendations and options to maximize energy efficiency, while enhancing the aesthetic value.
- 2) Obtaining all necessary permits and ensuring work complies with building codes.
- 3) Implementing security measures on the job site to prevent theft, trespass, and damage.
- 4) Prep interior and exterior of site as needed, General Demolition to include removal and proper disposal of existing cabinets, countertops, sink/faucet, flooring, lighting fixtures and damaged drywall.
- 5) Inspection of structural components to identify and make necessary repairs, to plumbing, structural framing and electrical.
- 6) Inspection and proper measurement, dimensions listed in this invitation to bid are approximate for reference only.
- 7) Fitting and installation of new fixtures, to include:
  - a) Kitchen Cabinets
    - i) Install new factory-finished cabinets (minimum KCMA-certified), plywood boxes or equal, soft-close hardware, moisture-resistant construction where adjacent to wet areas.
  - b) Kitchen Countertops
    - i) Install countertops (laminante/solid surface) with seamless backsplashes at height. Provide edge profiles and sealing per manufacturer.
  - c) Kitchen Plumbing
    - i) Replace sink, faucet (low-flow compliant), traps, supply lines; verify dishwasher connections; replace shut-off valves. Pressure test and code compliance.
  - d) Kitchen Electrical
    - i) Provide GFCI outlets, dedicated circuits as required, LED ceiling fixture, appliance receptacles per code.

- e) Kitchen Flooring
  - i) Install vinyl floor planks with moisture barrier and transitions. Cove base where required.
  - ii) Slip-resistant; water-resistant; low-maintenance.
- f) Kitchen Range Hood, verify clearance and ventilation
- 8) Cap and caulk will match color of new cabinets and walls
- 9) Drywall repair, Painting of new drywall and other areas appropriate areas worked on.
  - a) Walls/ceiling/trim: low-VOC; washable eggshell/satin for walls; semi-gloss for trim/doors; color options coordinated with the City.
- 10) Contractor to field verify all work, ensure fixtures and clearances meet applicable ADA/UFAS/PHAs standards in units are designated accessible.
- 11) Contractor will submit product approval at contract signing with energy rated and warranty documentation (where appropriate) to be submitted prior to final pay request.
- 12) Complete cleanup of the job site, ensuring all debris and materials are removed and the site is left in good condition.

### **Project B – Restroom/Bathroom Remodel**

- 1) Advising clients on material recommendations and options to maximize energy efficiency, while enhancing the aesthetic value.
- 2) Obtaining all necessary permits and ensuring work complies with building codes.
- 3) Implementing security measures on the job site to prevent theft, trespass, and damage.
- 4) Prep interior and exterior of site as needed, General Demolition to include removal and proper disposal of existing materials.
- 5) Inspection of structural components to identify and make necessary repairs, to include plumbing, structural framing and electrical.
- 6) Inspection and proper measurement, dimensions listed in this invitation to bid are approximate for reference only.
- 7) Fitting and installation of new fixtures, to include:
  - a) Bathroom Waterproofing
    - i) Provide ANSI A1 18.10-compliant waterproofing membranes for wet areas. Coordinate with tile backer (cement board) and manufacturer's system.
  - b) Bathroom Plumbing
    - i) Replace toilet (WaterSense)
    - ii) Sink and drainage, faucet (low-flow)
    - iii) Tub/shower valve and trim, drain assemblies, showerhead.
    - iv) New shut-offs, pressure testing.
  - c) Bathroom **Shower/Tub Enclosure** Tile & Finishes
    - i) Install tile to specified pattern (walls/floor).
    - ii) Provide grout per spec (epoxy or polymer - modified as specified).
    - iii) Shower pan, slopes to drains; expansion joints.
    - iv) Tile ceramic or porcelain, minimum 3"x6" or 12"x24" formats; water-resistant backer, mold-resistant grout; appropriate waterproofing membrane.
  - d) Bathroom Vanity & Tops
    - i) Install new vanity cabinet and countertop (laminated/solid surface). Provide mirror and accessories.
  - e) Bathroom Flooring
    - i) Install (Tile/LVT) with waterproof underlayment. Base per spec.
    - ii) Slip-resistant; water-resistant; low-maintenance.
  - f) Bathroom Electrical
    - i) Install GFCI outlet(s)

- ii) Install LED ceiling light required
  - iii) Install exhaust fan (sone rating  $\leq$  50 CFU)
  - iv) Vacancy switches on separate circuit as required.
  - v) Verify dedicated circuits as required.
- 8) Cap and caulk will match colors of new bathroom features and walls.
  - 9) Repair drywall where needed as per new bathroom redesign.
  - 10) Painting of new drywall and other appropriate areas worked on.
    - a) Walls/ceiling/trim: low-VOC; washable eggshell/satin for walls; semi-gloss for trim/doors; color options coordinated with the City
  - 11) Contractor to field verify all work, ensure fixtures and clearances meet applicable ADA/UFAS/PHAs standards in units are designated accessible.
  - 12) Contractor will submit product approval at contract signing with energy rated and warranty documentation (where appropriate) to be submitted prior to final pay request.
  - 13) Complete cleanup of the job site, ensuring all debris and materials are removed and the site is left in good condition.

All products must be new, free from defects, and suitable for heavy-use residential environments. All material options must be comparable in cost, appearance, quality, and performance.

The Contractor shall provide City with a minimum of two (2) to three (3) options for all finished material associated with the kitchen and bathroom remodel. All required options shall be included as part of the base bid, with no additive or deductive cost differences between the selections. Contractor's base bid shall cover the furnishing and installation of any one (1) of the City's selected options.

The Contractor shall submit two (2) to three (3) equivalent, cost-neutral options for the following finish components:

- Cabinet finishes
- Countertops
- Flooring materials
- Wall tile and shower/tub surrounds
- Plumbing fixtures styles and finishes
- Hardware (e.g., cabinet pulls, faucets, towel bars)
- Paint colors (walls, ceilings, and trim)

Each option shall include:

1. Product specification, including manufacturer, model number, composition, and warrant information.
2. Material samples or digital sample boards, clearly labeled and representative of actual installed appearance.
3. Confirmation of cost neutrality, stating that all proposed options are comparable in price, durability, and availability and can be under the base bid amount.
4. Lead-time verification, ensuring that each option meets the project schedule requirements without delay.

The City will select the preferred finish options after reviewing the contractor's submittals. The Contractor shall not procure materials until receiving written approvals. Any proposed substitution must comply with the project's substitution procedures and receive prior written authorization from the City.

Contractor shall coordinate temporary relocation logistics with the City's designated relocation lead (City staff). Contractor will provide City with a unit-by-unit 3-week look-ahead schedule. City will issue tenant notices. Contractor shall provide minimum 7-day advanced notice for entry and 48-

hour confirmation.

Contractor will maintain safe egress; post signage; daily clean-up; dust control and odors; isolate work areas. Contractor will assist in moving and protecting furniture/appliances within units or to designated storage, with protective coverings and inventory.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the AGENCY, the Construction Manager, the Architect, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the AGENCY, the Construction Manager, or the Architect on account of delay, hindrance, interference or other events caused by a separate contractor.

**II. TIME FOR PROJECT COMPLETION**

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence ten (10) calendar days after receiving a written Notice to

Proceed from the AGENCY or Construction Manager, if a Construction Manager is employed by AGENCY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual Prime Contractors to the AGENCY comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **One hundred eighty (180) consecutive calendar days**.

**III. THE CONTRACT SUM**

The AGENCY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of \_\_\_\_\_ (\$\_\_\_\_.00).

**IV. PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Architect by the CONTRACTOR and Certificates for Payment issued by the Architect, the AGENCY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.]

**V. RETENTION OF SECURITIES**

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld

by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

**VI. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

CONTRACTOR shall indemnify, defend with legal counsel approved by AGENCY, and hold harmless AGENCY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the AGENCY. Should conflict of interest principles preclude a single legal counsel from representing both AGENCY and CONTRACTOR, or should AGENCY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the AGENCY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the AGENCY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of AGENCY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY for liability attributable to the active negligence of AGENCY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where AGENCY is shown to have been actively negligent and where AGENCY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of AGENCY.

**VII. PREVAILING WAGES**

- A. In accordance with the provisions of Labor Code §§1770 to 1781, the City Council of The City of Imperial has adopted the latest publication of the General Prevailing Wage Rates entitled, "State of California, Department of Transportation, Equipment Rental Rates and General Prevailing Wage Rates."
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
  - 2. Section 1777.4 - Apprenticeship Requirements.
  - 3. Section 1777.5 - Apprenticeship Requirements.
  - 4. Section 1813 - Penalty for Failure to Pay Overtime.
  - 5. Sections 1810 and 1811 - Working Hour Restrictions.
  - 6. Section 1775 - Payroll Records.
  - 7. Section 1773.8 - Travel and Subsistence Pay.

**VIII. RECORD AUDIT**

In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

#### **IX. FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the AGENCY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of

Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Architect.

#### **X. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from AGENCY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the AGENCY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the AGENCY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the AGENCY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the AGENCY, or the CONTRACTOR shall pay the AGENCY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the AGENCY.

#### **XI. INSURANCE**

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement, or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim, or demand will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR 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 AGENCY.

**General liability insurance.** CONTRACTOR 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 \$1,000,000 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.

**Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR 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.

**Umbrella or excess liability insurance.** [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**Workers' compensation insurance.** CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR 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.

CONTRACTOR shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

**Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

**Builder's risk insurance.** Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sub limits and shall be submitted to the Agency prior to commencement of construction.

#### **Other provisions or requirements**

**Proof of insurance.** CONTRACTOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees, or subcontractors.

CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

**Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

**Products/completed operations coverage.** Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on

behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

**Agency's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, AGENCY may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's risk manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

**Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.

CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

**Agency's right to revise requirements.** The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

**Timely notice of claims.** CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

## **XII. CONTRACTOR'S LICENSE**

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

## **XIII. REGISTRATION REQUIREMENTS**

Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and

qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the AGENCY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

#### **XIV. CORPORATION IN GOOD STANDING**

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_ whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

#### **XV. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

#### **XVI. SUBSURFACE HAZARDOUS MATERIALS**

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the AGENCY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated.
  3. Unknown physical conditions at the site of any unusual nature, different

materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

- B. Upon receipt of said notification, the AGENCY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the AGENCY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the AGENCY and the CONTRACTOR, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

**XVII. LIQUIDATED DAMAGES**

Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the AGENCY will suffer damage. It is therefore agreed that the CONTRACTOR shall pay to the AGENCY the sum of five hundred dollars (\$500.00) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the CONTRACTOR does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the AGENCY accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that the AGENCY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This Article does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the AGENCY's ability to seek other damages.

CONTRACTOR is to refer to Section II of this AGREEMENT for Project Construction Schedule for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

**XVIII. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204**

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement,

and/or 3) payment of an amount disputed by the AGENCY under this Agreement.

**XIX. COMPONENT PARTS OF THE CONTRACT**

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- 6.1 Invitation for Bids/Advertisement.
- 6.2 Proposal Requirements.
- 6.3 General Conditions
- 6.4 Supplemental General Conditions (State)
- 6.5 Specifications
- 6.6 Special Provisions
- 6.7 Proposal Bid Form(s)
- 6.8 Bid Bond
- 6.9 Proposal Agreement
- 6.10 Agreement
- 6.11 Faithful Performance Bond
- 6.12 Labor and Material Bond
- 6.13 Workers' Compensation Insurance Certification
- 6.14 Subcontractor's Listing
- 6.15 Noncollusion Affidavit
- 6.16 Drug and Alcohol Testing Requirements
- 6.17 Corporate Certification or Partnership Information
- 6.18 Contractor's Certification of Qualification for License Classification

All of the above-named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above-named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

The Contract Documents may only be amended by Change Order as provided in section 1-20 of the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**XX. ENTIRE CONTRACT**

AGENCY and CONTRACTOR each bind itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representative in respect of all covenants, agreements and obligations contained in the Contract Documents.

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

**CONTRACTOR**

[Name of Contractor]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AGENCY**

City of Imperial

By: \_\_\_\_\_

Dennis H. Morita, City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kristina Shields, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Katherine Turner, City Attorney

**CONTRACT PERFORMANCE BOND**

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

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

**CITY APARTMENTS REMODEL PROJECT**

**BID NO. 2026-03**

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

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

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

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_,

\_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Imperial in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

said sum being not less than one hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Contract, for which amount will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$\_\_\_\_\_

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

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

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**PAYMENT BOND**

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

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

**CITY APARTMENTS REMODEL PROJECT  
BID NO. 2026-03**

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

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

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

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

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

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

Contractor and Surety agree that if the Obligee is required to engage the services of an

attorney in connection with the enforcement of this bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

The rate of premium on this bond \_\_\_\_\_ is per thousand.

The total amount of premium charged: \$ \_\_\_\_\_

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

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

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STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2026, before me,  
\_\_\_\_\_, a Notary Public in and  
for said State personally appeared \_\_\_\_\_  
\_\_\_\_\_, known to me to be the person whose name is subscribed to the within  
instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and  
acknowledged to me that he subscribed the name of the \_\_\_\_\_  
\_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

My Commission expires: \_\_\_\_\_

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

**GENERAL LIABILITY ENDORSEMENT**

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

**A. POLICY INFORMATION**

Endorsement # \_\_\_\_\_

1. Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

2. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_

Endorsement Effective Date: \_\_\_\_\_

3. Named Insured: \_\_\_\_\_

4. Address of Named Insured: \_\_\_\_\_

\_\_\_\_\_

5. Limit of Liability Any One Occurrence/Aggregate:

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

7. Coverage is equivalent to:

Comprehensive General Liability form GL0002 \_\_\_\_\_

\_\_\_\_\_

Commercial General Liability "Occurrence" form CG0001 \_\_\_\_\_

\_\_\_\_\_

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

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

9. Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. POLICY AMENDMENTS**

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

1. INSURED. As respects any work performed on the above-described Project, the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured on the above-described Project for or on behalf of the City of Imperial; or (b) products sold by the Named Insured to the City of Imperial for use on the Project; or (c) premises leased by the Named Insured from the City of Imperial, the insurance afforded by this policy shall be primary insurance as respects the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured schedule underlying primary coverage. In either event, any other insurance maintained by the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, or volunteers shall be in excess of this insurance and shall not contribute with it.
3. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
  - (1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or
  - (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
  - (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).
4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City Imperial, its elected or appointed officer, officials, employees, consulting engineers or volunteers.
6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

**C. INCIDENT AND CLAIM REPORTING PROCEDURE**

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

ATTN: \_\_\_\_\_  
(Title) (Department)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

\_\_\_\_\_  
(Telephone Number)

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

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

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

ORGANIZATION: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_



**AUTOMOBILE LIABILITY ENDORSEMENT**

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

**A. POLICY INFORMATION** Endorsement # \_\_\_\_\_

1. Insurance Company: \_\_\_\_\_  
Policy Number: \_\_\_\_\_
  
2. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_  
Endorsement Effective Date: \_\_\_\_\_
  
3. Named Insured: \_\_\_\_\_
  
4. Address of Named Insured: \_\_\_\_\_
  
5. Limit of Liability Any One Occurrence/Aggregate  
\$ \_\_\_\_\_
  
6. Deductible or Self-Insured Retention (Nil unless otherwise specified):  
\_\_\_\_\_

**B. POLICY AMENDMENTS**

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

1. INSURED. The City of Imperial, its elected or appointed officers, officials, consulting engineers, employees and volunteers are included as insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers or volunteers.
  
2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City of Imperial, the insurance afforded by this policy shall:

(a) be primary insurance as respects the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers or volunteers;

or

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

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

(1) Insurance Services Office form number CA 00001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.

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

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Imperial, its elected or appointed officer, officials, employees, consulting engineers or volunteers.

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

**C. INCIDENT AND CLAIM REPORTING PROCEDURE**

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

ATTN: \_\_\_\_\_  
(Title) (Department)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

\_\_\_\_\_  
(Telephone)

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

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

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

ORGANIZATION: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_



**WORKER ' S COMPENSATION/EMPLOYERS**  
**LIABILITY ENDORSEMENT**

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

**A. POLICY INFORMATION**                      Endorsement # \_\_\_\_\_

1. Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

2. Effective Date of This Endorsement: \_\_\_\_\_

3. Named Insured: \_\_\_\_\_

4. Employer's Liability Limit (Coverage B) \_\_\_\_\_

**B. POLICY AMENDMENTS**

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

1. CANCELATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.
2. WAIVER OF SUBGROGATION. The Insurance Company agrees to waive all rights of subrogation against the City of Imperial, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City of Imperial.

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

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

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

ORGANIZATION: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**CITY OF IMPERIAL**  
**GENERAL SPECIFICATIONS**  
FOR  
**CITY APARTMENTS REMODEL PROJECT**

**BID NO. 2026-03**

SCOPE OF WORK

*CITY APARTMENTS REMODEL PROJECT scope of work is as follows:*

Remodeling services for City owned 10-unit apartment complex. The City intends to solicit bids/pricing for the following scopes of work:

- Kitchen Remodel
- Bathroom Remodel
- Combined Kitchen and Bathroom Remodel

The work includes interior remodeling of kitchens and bathrooms in City-owned apartment units, including but not limited to demolition, cabinetry, countertops, fixtures, plumbing, electrical, lighting, finishes, and associated work.

Respondents may submit proposals for projects individually (Project A–Kitchen Remodel) (Project B–Bathroom Remodel), or as combined project (Combined Project A&B–Kitchen/Bathroom Remodel). The project may be awarded as a single project (Kitchen Remodel or Bathroom Remodel), or as one combined contract (Kitchen+ Bathroom Remodel), based on the lowest responsible bidder, subject to availability of funding and the best interests of the City. Each bid amount stands independently and is binding.

**Project A – Kitchen Remodel**

- 1) Advising clients on material recommendations and options to maximize energy efficiency, while enhancing the aesthetic value.
- 2) Obtaining all necessary permits and ensuring work complies with building codes.
- 3) Implementing security measures on the job site to prevent theft, trespass, and damage.
- 4) Prep interior and exterior of site as needed, General Demolition to include removal and proper disposal of existing materials (inside & outside).
- 5) Inspection of structural components to identify and make necessary repairs, to include plumbing, structural framing and electrical.
- 6) Inspection and proper measurement, dimensions listed in this RFP are approximate for reference only.
- 7) Fitting and installation of new fixtures, to include:
  - a) Kitchen Cabinets
    - i) Install new factory-finished cabinets (minimum KCMA-certified), plywood boxes or equal, soft-close hardware, moisture-resistant construction where adjacent to wet areas.
  - b) Kitchen Countertops
    - i) Install countertops (laminante/solid surface) with seamless backsplashes at height. Provide edge profiles and sealing per manufacturer.
  - c) Kitchen Plumbing
    - i) Replace sink, faucet (low-flow compliant), traps, supply lines; verify dishwasher connections; replace shut-off valves. Pressure test and code compliance.
  - d) Kitchen Electrical

- i) Provide GFCI outlets, dedicated circuits as required, LED ceiling fixture, appliance receptacles per code.
- e) Kitchen Flooring
  - i) Install vinyl floor planks with moisture barrier and transitions. Cove base where required.
  - ii) Slip-resistant; water-resistant; low-maintenance.
- f) Kitchen Range Hood, verify clearance and ventilation
- 8) Cap and caulk will match color of new cabinets and walls
- 9) Drywall repair, Painting of new drywall and other areas appropriate areas worked on.
  - a) Walls/ceiling/trim: low-VOC; washable eggshell/satin for walls; semi-gloss for trim/doors; color options coordinated with the City.
  - b) Caulk and seal per spec.
- 10) Contractor to field verify all work.
- 11) Contractor will submit product approval at contract signing with energy rated and warranty documentation (where appropriate) to be submitted prior to final pay request.
- 12) Complete cleanup of the job site, ensuring all debris and materials are removed and the site is left in good condition.

### **Project B – Bathroom Remodel**

- 1) Advising clients on material recommendations and options to maximize energy efficiency, while enhancing the aesthetic value.
- 2) Obtaining all necessary permits and ensuring work complies with building codes.
- 3) Implementing security measures on the job site to prevent theft, trespass, and damage.
- 4) Prep interior and exterior of site as needed, General Demolition to include removal and proper disposal of existing materials (inside & outside).
- 5) Inspection of structural components to identify and make necessary repairs, to include plumbing, structural framing and electrical.
- 6) Inspection and proper measurement, dimensions listed in this invitation to bid are approximate for reference only.
- 7) Fitting and installation of new fixtures, to include:
  - a) Bathroom Waterproofing
    - i) Provide ANSI A1 18.10-compliant waterproofing membranes for wet areas. Coordinate with tile backer (cement board) and manufacturer's system.
  - b) Bathroom Plumbing
    - i) Replace toilet (WaterSense)
    - ii) Sink and drainage, faucet (low-flow)
    - iii) Tub/shower valve and trim, drain assemblies, showerhead.
    - iv) New shut-offs, pressure testing.
  - c) Bathroom **Shower/Tub Enclosure** Tile & Finishes
    - i) Install tile to specified pattern (walls/floor).
    - ii) Provide grout per spec (epoxy or polymer - modified as specified).
    - iii) Shower pan/tub, slopes to drains; expansion joints.
    - iv) Tile ceramic or porcelain, minimum 3"x6" or 12"x24" formats; water-resistant backer, mold-resistant grout; appropriate waterproofing membrane.
  - d) Bathroom Vanity & Tops
    - i) Install new vanity cabinet and countertop (solid surface/laminate). Provide mirror and accessories.

- e) Bathroom Flooring
  - i) Install (Tile/LVT) with waterproof underlayment. Base per spec.
  - ii) Slip-resistant; water-resistant; low-maintenance.
- f) Bathroom Electrical
  - i) Install GFCI outlet(s)
  - ii) Install LED ceiling light
  - iii) Install exhaust fan (sone rating  $\leq 50$  CFU)
  - iv) Switches.
  - v) Verify dedicated circuits as required.
- 8) Cap and caulk will match colors of new bathroom cabinets and walls.
- 9) Drywall repair, Painting of new drywall and other areas appropriate areas worked on.
  - a) Walls/ceiling/trim: low-VOC; washable eggshell/satin for walls; semi-gloss for trim/doors; color options coordinated with the City.
  - b) Caulk and seal per spec.
- 10) Contractor to field verify all work, ensure fixtures and clearances meet applicable ADA/UFAS/PHAs standards in units are designated accessible.
- 11) Contractor will submit product approval at contract signing with energy rated and warranty documentation (where appropriate) to be submitted prior to final pay request.
- 12) Complete cleanup of the job site, ensuring all debris and materials are removed and the site is left in good condition.

All products must be new, free from defects, and suitable for heavy-use residential environments. All material options must be comparable in cost, appearance, quality, and performance.

The Contractor shall provide City with a minimum of two (2) to three (3) options for all finished material associated with the kitchen and bathroom remodel. All required options shall be included as part of the base bid, with no additive or deductive cost differences between the selections. Contractor's base bid shall cover the furnishing and installation of any one (1) of the City's selected options.

The Contractor shall submit two (2) to three (2) equivalent, cost-neutral options for the following finish components:

- Cabinet finishes
- Countertops
- Flooring materials
- Wall tile and shower/tub surrounds
- Plumbing fixtures styles and finishes
- Hardware (e.g., cabinet pulls, faucets, towel bars)
- Paint colors (walls, ceilings, and trim)

Each option shall include:

1. Product specification, including manufacturer, model number, composition, and warrant information.
2. Material samples or digital sample boards, clearly labeled and representative of actual installed appearance.
3. Confirmation of cost neutrality, stating that all proposed options are comparable in price, durability, and availability and can be under the base bid amount.

4. Lead-time verification, ensuring that each option meets the project schedule requirements without delay.

The City will select the preferred finish options after reviewing the contractor's submittals. The Contractor shall not procure materials until receiving written approvals. Any proposed substitution must comply with the project's substitution procedures and receive prior written authorization from the City.

Contractor shall coordinate temporary relocation logistics with the City's designated relocation lead (City staff). Contractor will provide City with a unit-by-unit 3-week look-ahead schedule. City will issue tenant notices. Contractor shall provide minimum 7-day advanced notice to entry and 48-hour confirmation.

Contractor will maintain safe egress; post signage; daily clean-up; dust control and odors; isolate work areas. Contractor will assist in moving and protecting furniture/appliances within units or to designated storage, with protective coverings and inventory.

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

#### LOCATION OF WORK

CITY APARTMENTS REMODEL PROJECT: 101–107 6th Street & 206–212 ½ H Street, Imperial, CA 92251

#### TIME OF COMPLETION

The Contractor shall complete all work in every detail within One Hundred Eighty (180) Consecutive calendar days after the date of the Notice to Proceed, exclusive of maintenance periods.

#### TRAFFIC REQUIREMENTS

All streets must remain open to public traffic. Temporary street and/or sidewalk closures may be made with the prior approval of the City.

#### UTILITY REQUIREMENTS

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

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

1. Imperial Irrigation District: Ernie Benitez, (760) 482-3405
2. Southern California Gas: Joe Montenegro, (760) 352-6100
3. SBC - Telephone Company: Daniel Garcia, (760) 337-3358
4. Time Warner (cable TV): Keith Johnson, (760) 352-8835
5. Imperial County Public Works Department: David Dale, Director, (760) 482-4462
6. City of Imperial Public Services: Jennel Guerrero, (760) 355-3336
7. Community Development Director: Othon Mora, (760) 355-1152

The Contractor shall exercise extreme care to protect all existing utilities in place whether

shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities, including temporary service connections. Payment for protection in place shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

#### FLOW AND ACCEPTANCE OF WATER

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

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

#### REMOVAL OF WATER / DEWATERING

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

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

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

#### TRENCH EXCAVATION AND SHORING

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

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

#### STANDARD SPECIFICATIONS

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

Copies of these Standard Specifications are available from the publisher:

Building News, Incorporated  
P.O. Box 3031 Terminal Annex  
Los Angeles, California 90051  
(213) 202-7775  
<http://www.bnibooks.com>

The Standard Specifications set forth above will control the general provisions for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

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

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

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

## **WAGE RATES AND LABOR CODE REQUIREMENTS**

### **Wage Rates**

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

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5, and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the highest of either the federal or state prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum state wage rates to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures, and certain notices required of the Contractor pertaining to their location.

### **Apprentices**

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

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

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

### **Clayton Act and Cartwright Act**

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



# CITY OF IMPERIAL SPECIAL PROVISIONS

## For CITY APARTMENTS REMODEL PROJECT

BID NO. 2026-03

MODIFICATIONS TO: STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

### **PART I - GENERAL PROVISIONS**

#### **SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS**

##### 1-1 DEFINITIONS.

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

#### **SECTION 2 - SCOPE AND CONTROL OF THE WORK**

##### 2-1 AWARD AND EXECUTION OF CONTRACT.

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

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

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

##### 2-2 CONTRACT BONDS.

Both the Faithful Performance Bond and the Payment Bond shall each be for not less than one hundred percent (100%) of the total contract amount. The Payment

Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will not be released until one year after said date.

2-3 PLANS AND SPECIFICATIONS.

2-3.1 General.

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

**SECTION 3 - CHANGES IN WORK**

3-1 CHANGES INITIATED BY THE AGENCY

3-1.1 General.

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

3-2 EXTRA WORK

3-2.1 Payment

3-2.2 Markup.

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

**SECTION 4 - CONTROL OF MATERIALS**

4-1 MATERIALS AND WORKMANSHIP

4-1.1 Test of Materials.

TESTING LABORATORY SERVICES

All test which requires the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Engineer.

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

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

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

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

#### TRANSMITTAL OF TEST REPORTS

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

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

### **SECTION 5 - UTILITIES**

#### 5-1 LOCATION.

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

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

#### 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

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

Prior to issuing the Notice to Proceed, the Engineer will schedule a pre-construction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

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

#### 6-2 TIME OF COMPLETION.

##### 6-2.1 General.

The time for completion shall be Forty-Five (45) Consecutive calendar days from the issuance date of the Notice to Proceed.

##### 6-2.2 Working Day.

The Contractor's activities shall be confined to the hours between 7:00 AM and 6:00 PM, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the City of Imperial Parks Department, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

6-3 LIQUIDATED DAMAGES.

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for completion of the work the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$1,000.00 per day.

**SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

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

7-2 LABOR.  
7-2.2 Laws.

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

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

7-3 LIABILITY INSURANCE.

7-3.1 Indemnification.

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

The Contractor shall maintain during the life of the contract a protective liability

policy. The policy shall provide for not less than the following amounts;

Bodily Injury	\$ 500,000	each person
	\$1,000,000	each accident
	\$1,000,000	aggregate products and completed operations
Property Damage	\$ 250,000	each accident
		Worker's Compensation

## Statutory

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

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

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

### 7-3.2 Contractor's Liability.

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

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

7-4 PERMITS.

Prior to the start of any work, the Contractor shall take out the applicable Agency permits and make arrangements for Agency inspections. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City of Imperial will waive the City's usual encroachment permit fees.

The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed.

7-5 PUBLIC CONVENIENCE AND SAFETY.

7-5.1 Traffic and Access.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify all affected property owners of the proposed schedule a minimum of 48 hours, but not more than 72 hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed.

7-5.2 Storage of Equipment and Materials in Public Streets.

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

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

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

Location of site to be approved by Agency. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property.

The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to Agency. The Notice of Completion will not be issued until said release is submitted.

### 7-5.3 Street Closures, Detours, and Barricades.

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

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

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

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

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

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

Excavations, overlays and miscellaneous repairs – 36 hours

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

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

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

7-5.4 Safety.

7-5.4.1 Safety Orders.

CONSTRUCTION SAFETY ORDERS

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

**\*\*Article 6\*\***

Excavations, Trenches and Earthwork

**\*\*Article 11\*\***

Traffic Control, Flagmen, Barriers and Warning signs; and

**\*\*Article 28 \*\***

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

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

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

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

7-6 PAYROLL RECORDS.

Payroll records shall be submitted to the Agency by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

**SECTION 8 - MEASUREMENT AND PAYMENT**

8-1 Partial and Final Payment.

The closure date for periodic progress payments will be five (5) working days prior to

the first Monday of each month.

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

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

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

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

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

**8-1.1 Delivered Materials.**

*is amended as follows:*

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

**8-1.2 Dewatering.**

*is amended as follows:*

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

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

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

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

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

*8-1.3 Mobilization.*

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the project site.

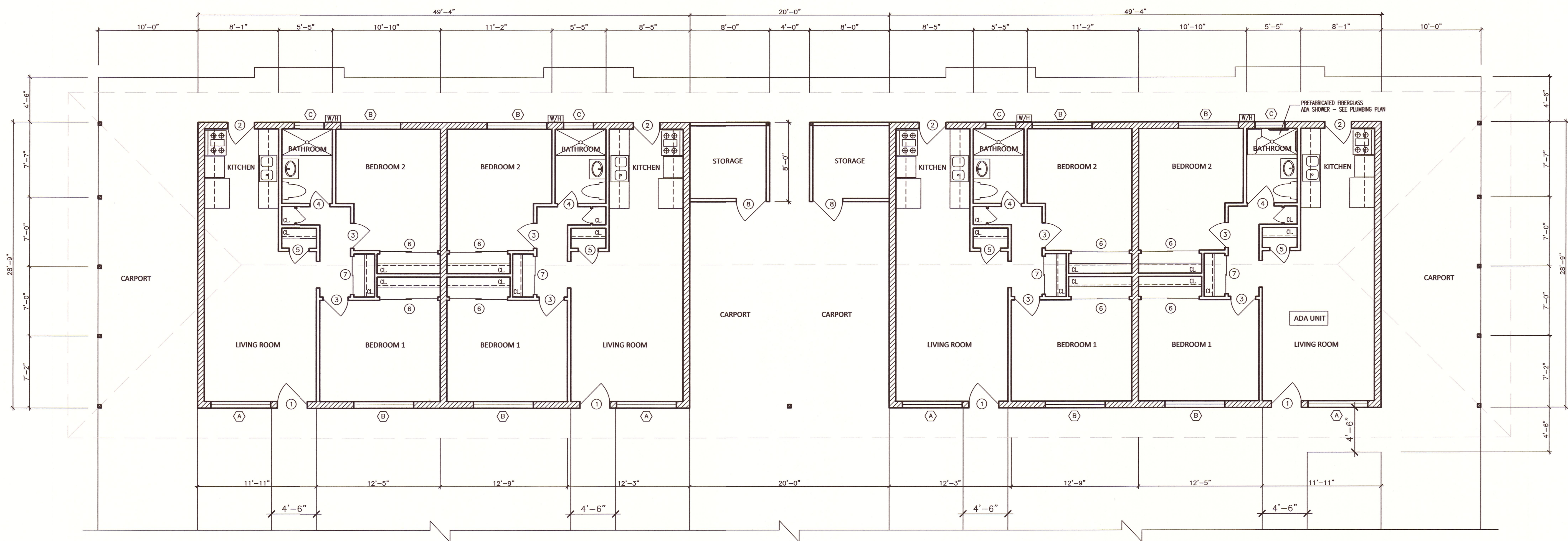
The compensation paid for mobilization shall be full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein. Payment for mobilization will be included in the items of work listed in the **BID PROPOSAL**.

**END OF SECTION**



# EXHIBIT B





FOR REVIEW ONLY

REVISIONS	BY

NOTE: THE ENGINEER'S SEAL METHOD BESIDE INDICATES THAT THE METHOD OF ANALYSIS PRESENTED IS CONSISTENT WITH ACCEPTED ENGINEERING DESIGN VALUES AND THAT THIS ENGINEER IS ONLY RESPONSIBLE FOR THE DESIGN OF CIVIL WORK SHOWN ON THIS PLAN.

REGISTERED PROFESSIONAL ENGINEER  
 STATE OF CALIFORNIA  
 CIVIL  
 NO. 66706  
 12/12/19

**BJ**  
**ENGINEERING & SURVEYING, INC.**  
 Phone (760) 353-3552 341 WEST CROWN CT., STE 100  
 IMPERIAL, CA 92251  
 Fax (760) 353-3751

FLOOR PLAN BUILDING No. 1

SCALE: 3/16"=1'-0"

ROOM FINISH SCHEDULE

ROOM NAME	FLOOR MATERIAL	BASE MATERIAL	WALL MATERIAL	CEILING MATERIAL	CEILING HEIGHT	REMARKS
LIVING ROOM	NEW VINYL PLANK	NEW 4" VINYL	1/2" DRYWALL (EXISTING)	1/2" DRYWALL (EXISTING)	8'-0"	WALL PAINT - SHERWIN WILLIAMS 7008 ALABASTER
KITCHEN	NEW VINYL PLANK	NEW 4" VINYL	1/2" DRYWALL (EXISTING)	1/2" DRYWALL (EXISTING)	8'-0"	
BATHROOM	NEW VINYL PLANK	NEW 4" VINYL	1/2" DRYWALL (EXISTING)	1/2" DRYWALL (EXISTING)	8'-0"	
BEDROOM 1	NEW VINYL PLANK	NEW 4" VINYL	1/2" DRYWALL (EXISTING)	1/2" DRYWALL (EXISTING)	8'-0"	
BEDROOM 2	NEW VINYL PLANK	NEW 4" VINYL	1/2" DRYWALL (EXISTING)	1/2" DRYWALL (EXISTING)	8'-0"	
HALLWAY	NEW VINYL PLANK	NEW 4" VINYL	1/2" DRYWALL (EXISTING)	1/2" DRYWALL (EXISTING)	8'-0"	WALL PAINT - SHERWIN WILLIAMS 7008 ALABASTER

NOTES:  
 1. ALL INTERIOR SURFACES TO BE PAINTED - SEMI-GLOSS ENAMEL - COLOR BY CITY OF IMPERIAL SELECTION

DOOR SCHEDULE

DOOR No.	SIZE		QTY.	DOOR		FRAME		TYPE	HARDWARE	REMARKS
	WIDTH	HEIGHT		MATERIAL	FINISH	MATERIAL	FINISH			
1	3'-0"	6'-8"	4	SOLID CORE WOOD	PAINT	WOOD	PAINT	A	1, 2, 3	EXISTING TO BE REFURBISHED
2	3'-0"	6'-8"	4	SOLID CORE WOOD	PAINT	WOOD	PAINT	D	1, 2, 3	NEW
3	2'-6"	6'-8"	8	HOLLOW CORE WOOD	PAINT	WOOD	PAINT	B	-	NEW
4	2'-0"	6'-8"	4	HOLLOW CORE WOOD	PAINT	WOOD	PAINT	C	-	NEW
5	2'-0"	6'-8"	4	HOLLOW CORE WOOD	PAINT	WOOD	PAINT	C	-	NEW
6	3'-0" (2)	6'-8"	8	HOLLOW CORE WOOD	PAINT	WOOD	PAINT	-	-	NEW SLIDING CLOSET DOORS
7	2'-0" (2)	6'-8"	4	HOLLOW CORE WOOD	PAINT	WOOD	PAINT	-	-	NEW SLIDING CLOSET DOORS

DOOR NOTES:  
 1. EXIT DOORS SHOULD BE OPERABLE FROM INSIDE W/O USE OF A KEY, SPECIAL KNOWLEDGE OR EFFORT  
 2. LEVER TYPE HARDWARE TO BE MOUNTED 30" TO 44" ABOVE FLOOR AND OPERABLE W/ MAX. EFFORT OF 8.5 lbs. AT EXTERIOR AND 5 lbs. AT INTERIOR. SUCH EFFORT SHALL BE APPLIED AT RIGHT ANGLES TO HINGED DOORS AND AT CENTER PLANE FOR SLIDING DOORS. 15lbs. SHALL BE INCREASED AT ALL FIRE RATED DOORS.  
 3. DOORS SHALL HAVE SMOOTH PLANE SURFACE AT LOWER 10".

WINDOW SCHEDULE

SYMBOL	SIZE		QTY.	FRAME MATERIAL	FINISH	NOTES	PERFORMANCE	U	SHGC
	WIDTH	HEIGHT							
A	6'-0"	4'-0"	4	VINYL	PRE-FINISHED	DOUBLE PANE	HIGH EFFICIENCY	0.32	0.25
B	6'-0"	2'-0"	8	VINYL	PRE-FINISHED	DOUBLE PANE	HIGH EFFICIENCY	0.32	0.25
C	3'-0"	2'-0"	4	VINYL	PRE-FINISHED	DOUBLE PANE / PRIVACY GLASS	HIGH EFFICIENCY	0.32	0.25

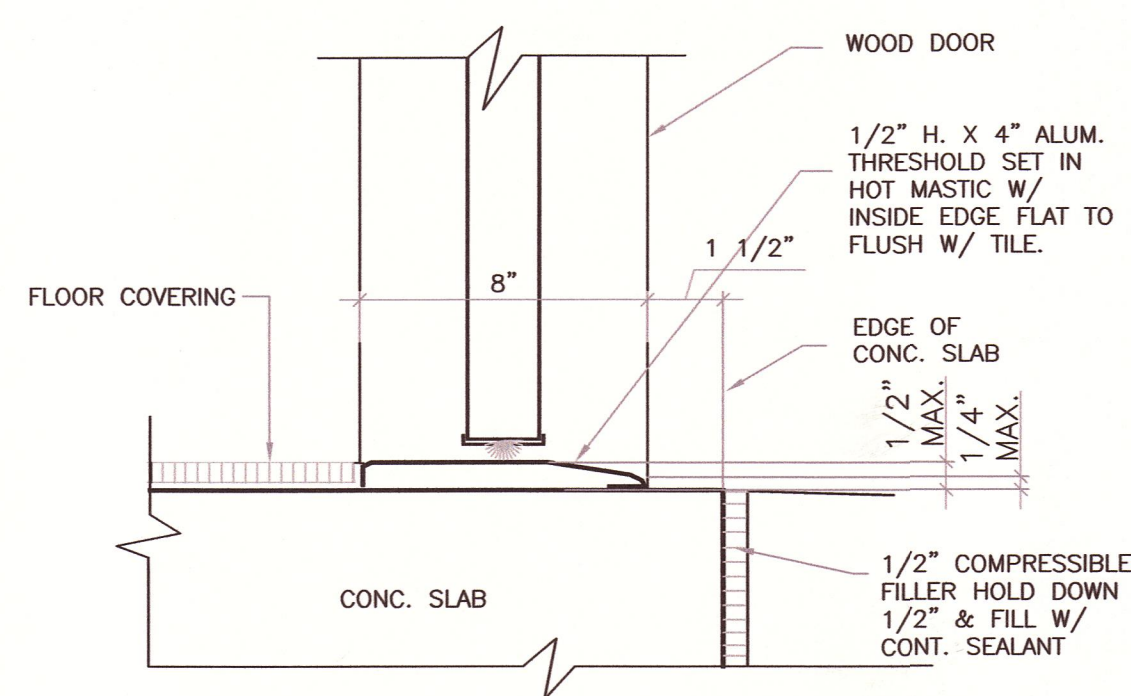
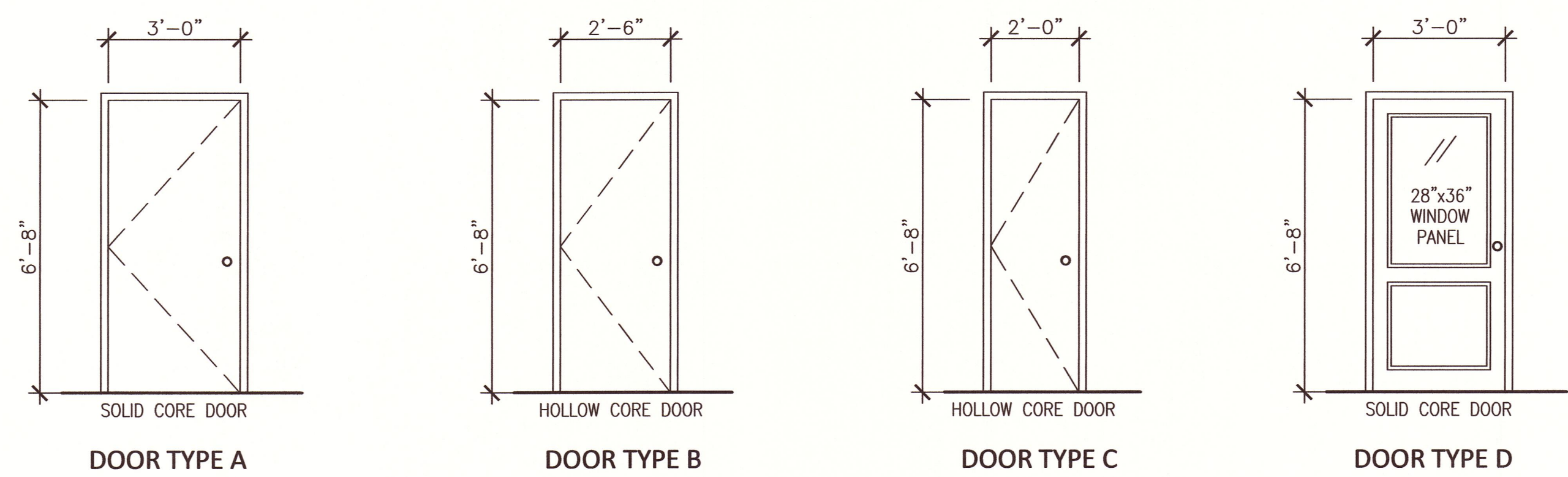
WINDOW NOTES:  
 1. NEW WINDOWS TO MATCH THE EXISTING WINDOW OPENINGS

WALL LEGEND

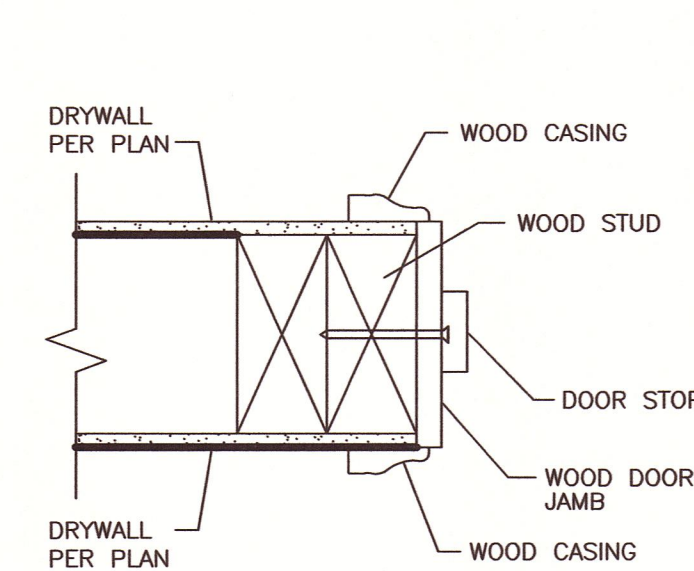
SYMBOL	DESCRIPTION
	EXISTING 2"x4" STUD WALL @ 16" O.C. WITH 1/2" DRYWALL FINISH ON EACH SIDE UPTO CEILING
	EXISTING CONCRETE BLOCK WALL WITH NEW 1" EXTERIOR CONTINUOUS INSULATION AND 7/8" STUCCO FINISH

FLOOR PLAN NOTES

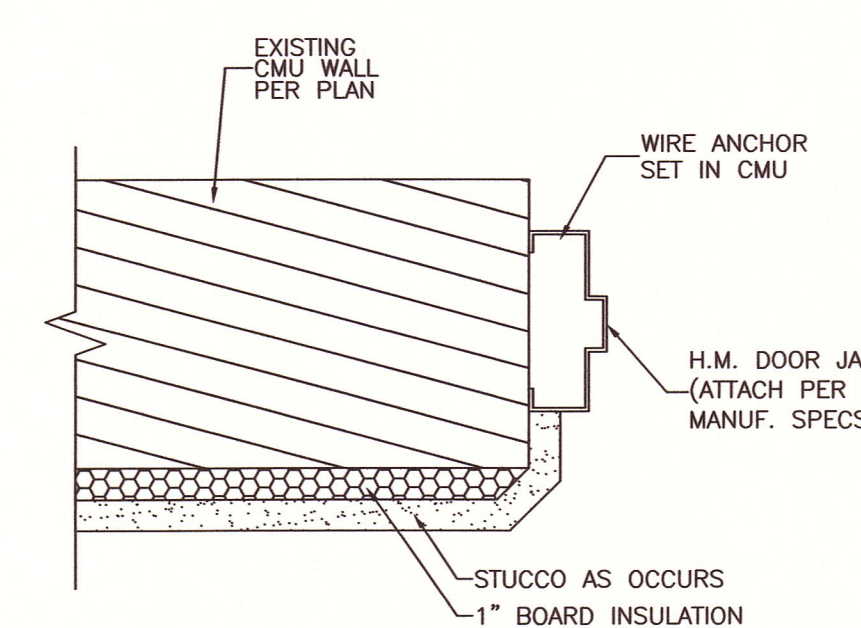
- ALL DIMENSIONS SHOWN ARE TO GOVERN, DRAWINGS SHALL NOT BE SCALED FOR DIMENSION INFORMATION PURPOSES
- ALL LUMBER TO BE STRUCT #2 DOUGLAS FIR OR BETTER AND TO COMPLY WITH SECTION 2505 OF C.B.C.
- ALL WEATHER-EXPOSED SURFACES SHALL HAVE A WEATHER RESISTIVE BARRIER TO PROTECT THE INTERIOR WALL COVERING
- AL EXTERIOR OPENINGS SHALL BE FLASHED IN SUCH A MANNER AS TO MAKE THEM WATER PROOF
- THIS PROJECT SHALL COMPLY WITH TITLE 24
- NEW A/C UNITS AND DUCTWORK TO BE INSTALLED AS PER TITLE 24
- SMOKE DETECTORS SHALL SOUND AN ALARM AUDIBLE IN ALL SLEEPING AREAS OF THE UNIT (SECTION 310.9.1)
- RECEPTACLE OUTLET LOCATIONS SHALL COMPLY WITH NEC ART. 210-52(g)



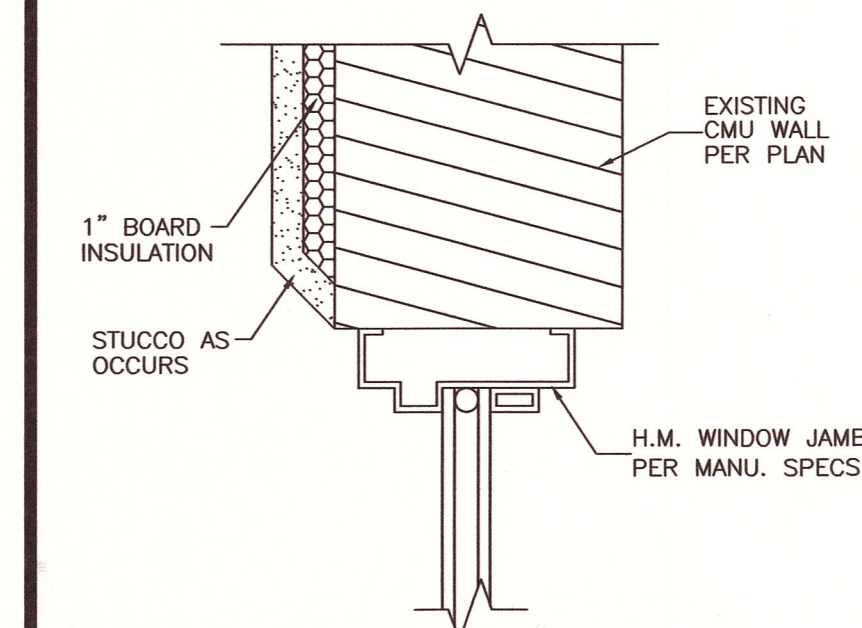
TYPICAL THRESHOLD DETAIL



INT. WOOD DOOR JAMB



EXT. DOOR CMU JAMB



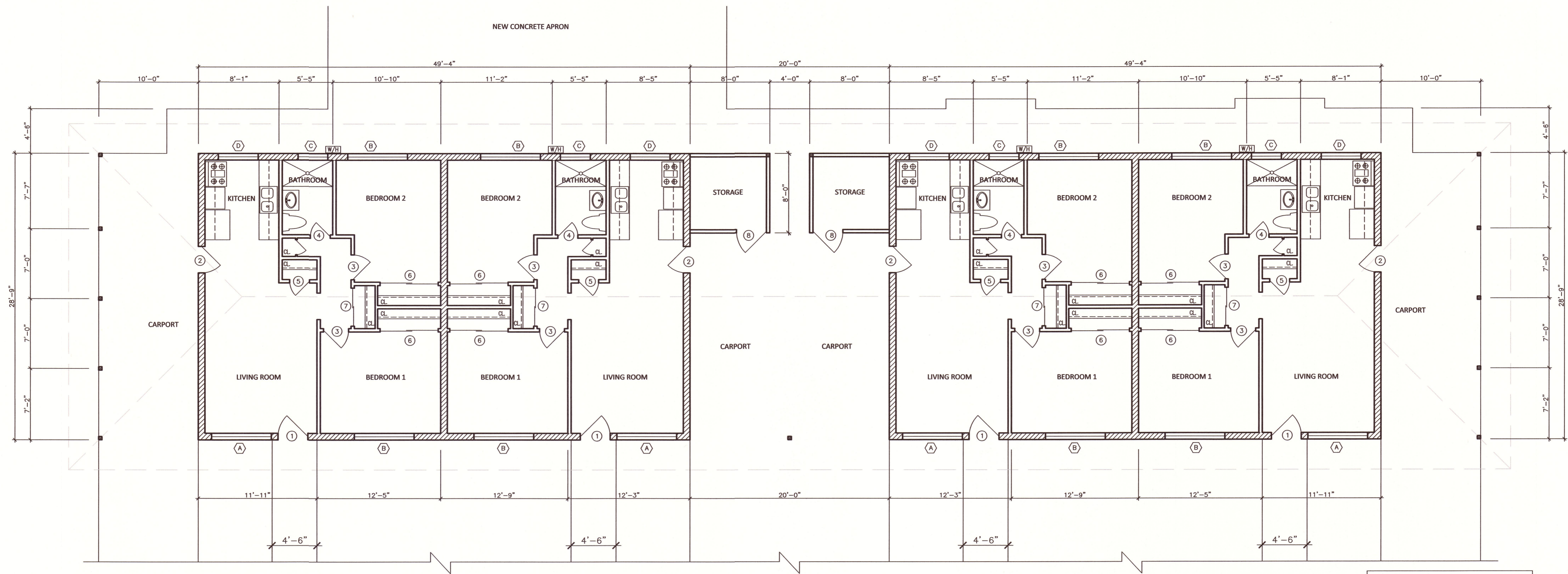
EXT. WINDOW CMU JAMB

CITY OF IMPERIAL APARTMENTS  
 REHABILITATION PROJECT

FLOOR PLAN BLDG No. 1

DATE: OCTOBER 2019  
 SCALE: AS SHOWN  
 DRAWN BY: GUILLERMO GARCIA

A7.0



FOR REVIEW ONLY

FLOOR PLAN BUILDING No. 2

SCALE: 3/16"=1'-0"

ROOM FINISH SCHEDULE

ROOM NAME	FLOOR MATERIAL	BASE MATERIAL	WALL MATERIAL	CEILING MATERIAL	CEILING HEIGHT	REMARKS
LIVING ROOM	NEW VINYL PLANK	NEW 4" VINYL	1/2" DRYWALL (EXISTING)	1/2" DRYWALL (EXISTING)	8'-0"	WALL PAINT - SHERWIN WILLIAMS 7008 ALABASTER
KITCHEN	NEW VINYL PLANK	NEW 4" VINYL	1/2" DRYWALL (EXISTING)	1/2" DRYWALL (EXISTING)	8'-0"	
BATHROOM	NEW VINYL PLANK	NEW 4" VINYL	1/2" DRYWALL (EXISTING)	1/2" DRYWALL (EXISTING)	8'-0"	
BEDROOM 1	NEW VINYL PLANK	NEW 4" VINYL	1/2" DRYWALL (EXISTING)	1/2" DRYWALL (EXISTING)	8'-0"	
BEDROOM 2	NEW VINYL PLANK	NEW 4" VINYL	1/2" DRYWALL (EXISTING)	1/2" DRYWALL (EXISTING)	8'-0"	
HALLWAY	NEW VINYL PLANK	NEW 4" VINYL	1/2" DRYWALL (EXISTING)	1/2" DRYWALL (EXISTING)	8'-0"	WALL PAINT - SHERWIN WILLIAMS 7008 ALABASTER

NOTES:  
1. ALL INTERIOR SURFACES TO BE PAINTED - SEMI-GLOSS ENAMEL - COLOR BY CITY OF IMPERIAL SELECTION

DOOR SCHEDULE

DOOR No.	SIZE		QTY.	DOOR		FRAME		TYPE	HARDWARE	REMARKS
	WIDTH	HEIGHT		MATERIAL	FINISH	MATERIAL	FINISH			
①	3'-0"	6'-8"	4	SOLID CORE WOOD	PAINT	WOOD	PAINT	A	1, 2, 3	EXISTING TO BE REFURBISHED
②	3'-0"	6'-8"	4	SOLID CORE WOOD	PAINT	WOOD	PAINT	D	1, 2, 3	NEW
③	2'-6"	6'-8"	8	HOLLOW CORE WOOD	PAINT	WOOD	PAINT	B	-	NEW
④	2'-0"	6'-8"	4	HOLLOW CORE WOOD	PAINT	WOOD	PAINT	C	-	NEW
⑤	2'-0"	6'-8"	4	HOLLOW CORE WOOD	PAINT	WOOD	PAINT	C	-	NEW
⑥	3'-0" (2)	6'-8"	8	HOLLOW CORE WOOD	PAINT	WOOD	PAINT	-	-	NEW SLIDING CLOSET DOORS
⑦	2'-0" (2)	6'-8"	4	HOLLOW CORE WOOD	PAINT	WOOD	PAINT	-	-	NEW SLIDING CLOSET DOORS

DOOR NOTES:  
1. EXIT DOORS SHOULD BE OPERABLE FROM INSIDE W/O USE OF A KEY, SPECIAL KNOWLEDGE OR EFFORT  
2. LEVER TYPE HARDWARE TO BE MOUNTED 30" TO 44" ABOVE FLOOR AND OPERABLE W/ MAX. EFFORT OF 8.5 lbs. AT EXTERIOR AND 5 lbs. AT INTERIOR. SUCH EFFORT SHALL BE APPLIED AT RIGHT ANGLES TO HINGED DOORS AND AT CENTER PLANE FOR SLIDING DOORS. 15lbs. SHALL BE INCREASED AT ALL FIRE RATED DOORS.  
3. DOORS SHALL HAVE SMOOTH PLANE SURFACE AT LOWER 10".

WINDOW SCHEDULE

SYMBOL	SIZE		QTY.	FRAME MATERIAL	FINISH	NOTES	PERFORMANCE	U	SHGC
	WIDTH	HEIGHT							
A	6'-0"	4'-0"	4	VINYL	PRE-FINISHED	DOUBLE PANE	HIGH EFFICIENCY	0.32	0.25
B	6'-0"	2'-0"	8	VINYL	PRE-FINISHED	DOUBLE PANE	HIGH EFFICIENCY	0.32	0.25
C	3'-0"	2'-0"	4	VINYL	PRE-FINISHED	DOUBLE PANE / PRIVACY GLASS	HIGH EFFICIENCY	0.32	0.25
D	4'-0"	3'-0"	4	VINYL	PRE-FINISHED	DOUBLE PANE	HIGH EFFICIENCY	0.32	0.25

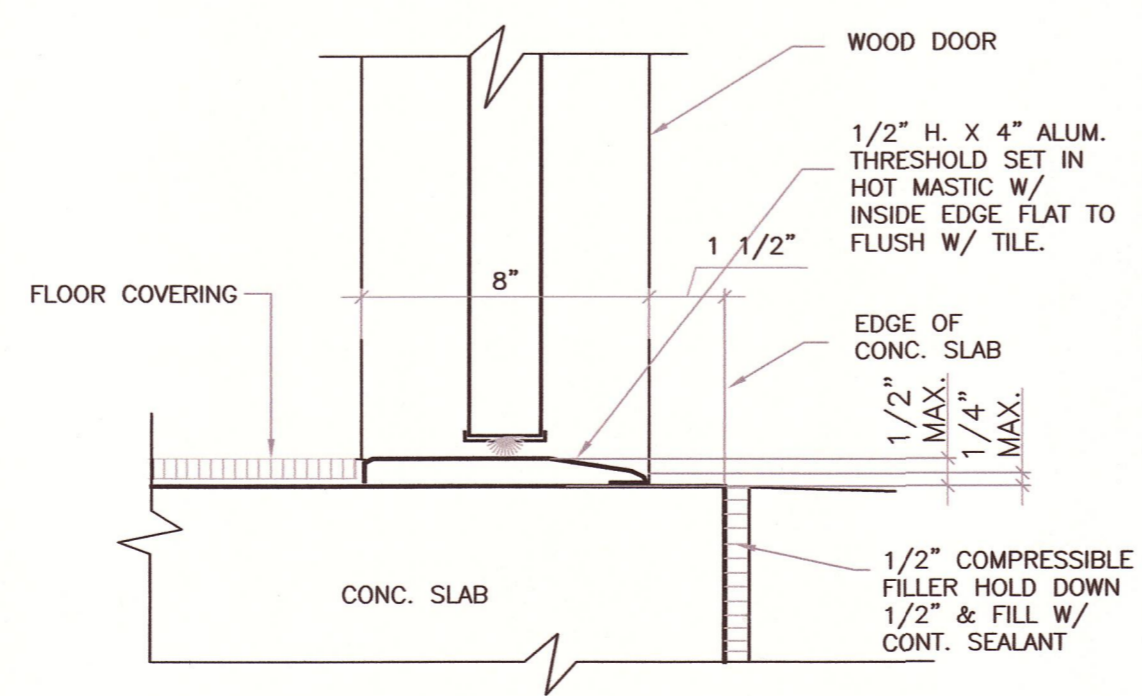
WINDOW NOTES:  
1. NEW WINDOWS TO MATCH THE EXISTING WINDOW OPENINGS

WALL LEGEND

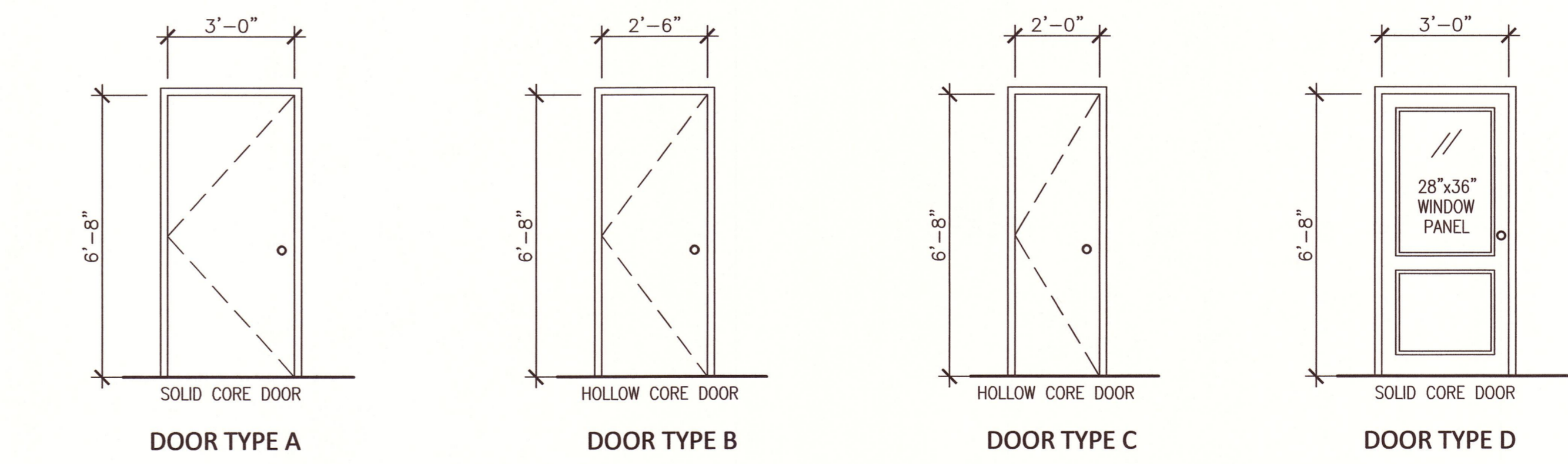
SYMBOL	DESCRIPTION
(Solid line)	EXISTING 2"x4" STUDWALL @ 16" O.C. WITH 1/2" DRYWALL FINISH ON EACH SIDE UPTO CEILING
(Hatched line)	EXISTING CONCRETE BLOCK WALL WITH NEW 1" EXTERIOR CONTINUOUS INSULATION AND 7/8" STUCCO FINISH

FLOOR PLAN NOTES

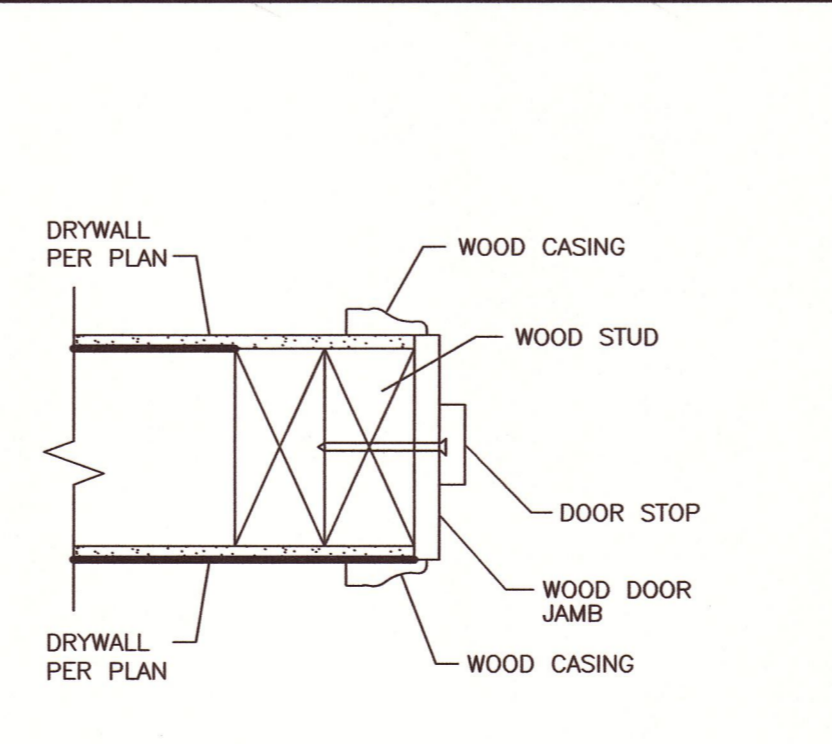
- ALL DIMENSIONS SHOWN ARE TO GOVERN, DRAWINGS SHALL NOT BE SCALED FOR DIMENSION INFORMATION PURPOSES
- ALL LUMBER TO BE STRUCT #2 DOUGLAS FIR OR BETTER AND TO COMPLY WITH SECTION 2505 OF C.B.C.
- ALL WEATHER-EXPOSED SURFACES SHALL HAVE A WEATHER RESISTIVE BARRIER TO PROTECT THE INTERIOR WALL COVERING
- AL EXTERIOR OPENINGS SHALL BE FLASHED IN SUCH A MANNER AS TO MAKE THEM WATER PROOF
- THIS PROJECT SHALL COMPLY WITH TITLE 24
- NEW A/C UNITS AND DUCTWORK TO BE INSTALLED AS PER TITLE 24
- SMOKE DETECTORS SHALL SOUND AN ALARM AUDIBLE IN ALL SLEEPING AREAS OF THE UNIT (SECTION 310.9.1)
- RECEPTACLE OUTLET LOCATIONS SHALL COMPLY WITH NEC ART. 210-52(o)



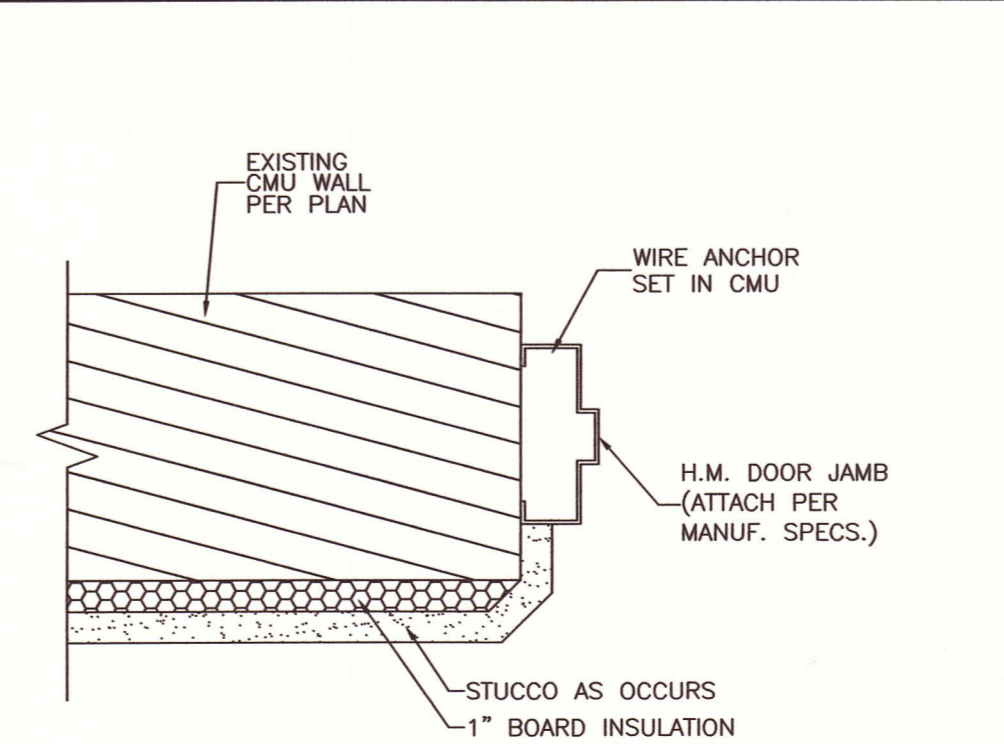
TYPICAL THRESHOLD DETAIL



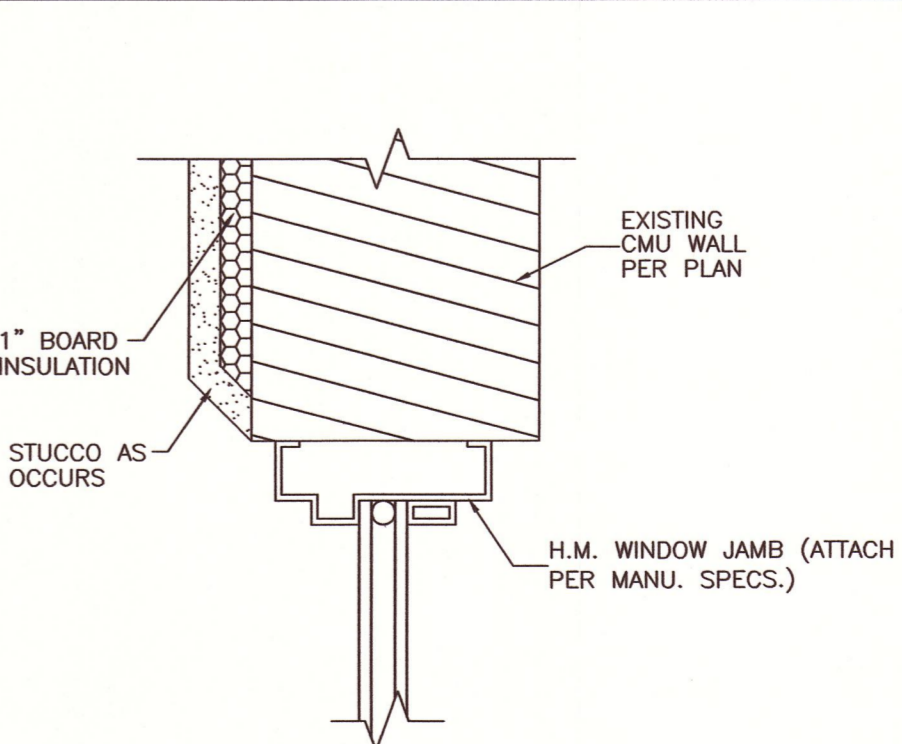
DOOR TYPE A, DOOR TYPE B, DOOR TYPE C, DOOR TYPE D



INT. WOOD DOOR JAMB



EXT. DOOR CMU JAMB



EXT. WINDOW CMU JAMB

REVISIONS BY

NOTE: THE ENGINEER'S SEAL, APPROVED RESUME INDICATES THAT THE METHOD OF ANALYSIS PRESENTED IS CONSISTENT WITH ACCEPTED ENGINEERING PRACTICES AND THAT THIS ENGINEER IS ONLY RESPONSIBLE FOR THE DESIGN OF CIVIL ENGINEERING WORK SHOWN ON THIS PLAN.

REGISTERED PROFESSIONAL ENGINEER  
STATE OF CALIFORNIA  
CIVIL  
NO. 66708  
12-11-19

**BJ** ENGINEERING & SURVEYING, INC.  
Phone (760) 353-3552 341 WEST CROWN CT., STE 100  
Fax (760) 353-3751 IMPERIAL, CA 92251

CITY OF IMPERIAL APARTMENTS REHABILITATION PROJECT

SHEET CONTENTS: FLOOR PLAN BLDG No. 2

DATE: OCTOBER 2019

SCALE: AS SHOWN

DRAWN BY: GUILLERMO GARCIA

**A8.0**

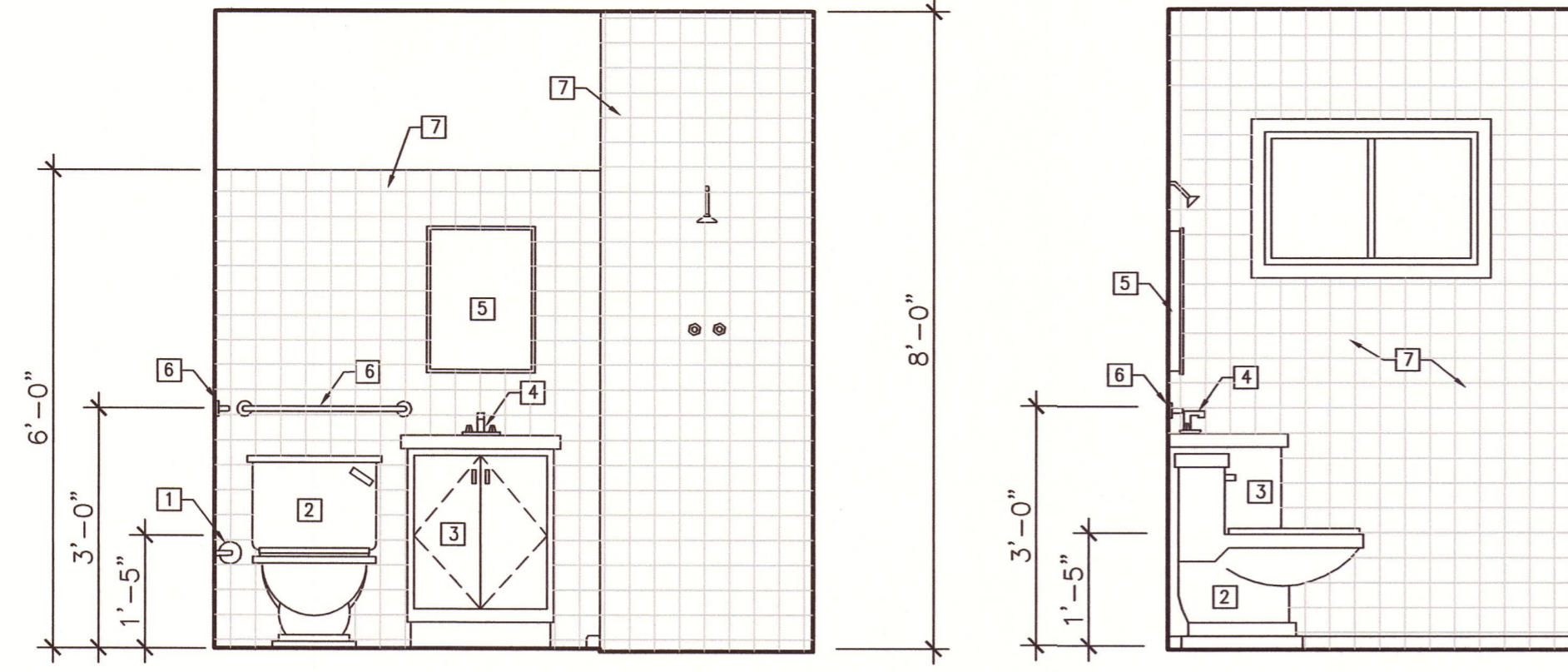


**RESTROOM KEY NOTES**

- 1 TOILET PAPER DISPENSER
- 2 ADA COMPLIANT TOILET
- 3 2 DOOR BASE VANITY CABINET (TO BE REMOVED AT ADA UNIT) AND HOT WATER PIPES TO BE INSULATED
- 4 ADA COMPLIANT FAUCET
- 5 MIRROR 26"x32"
- 6 24" MIN. GRAB BAR / 1-1/2" DIA. @ 36" A.F.F.
- 7 NEW 4x4 WALL CERAMIC TILE - COLOR AND STYLE PER CITY OF IMPERIAL INSTRUCTIONS

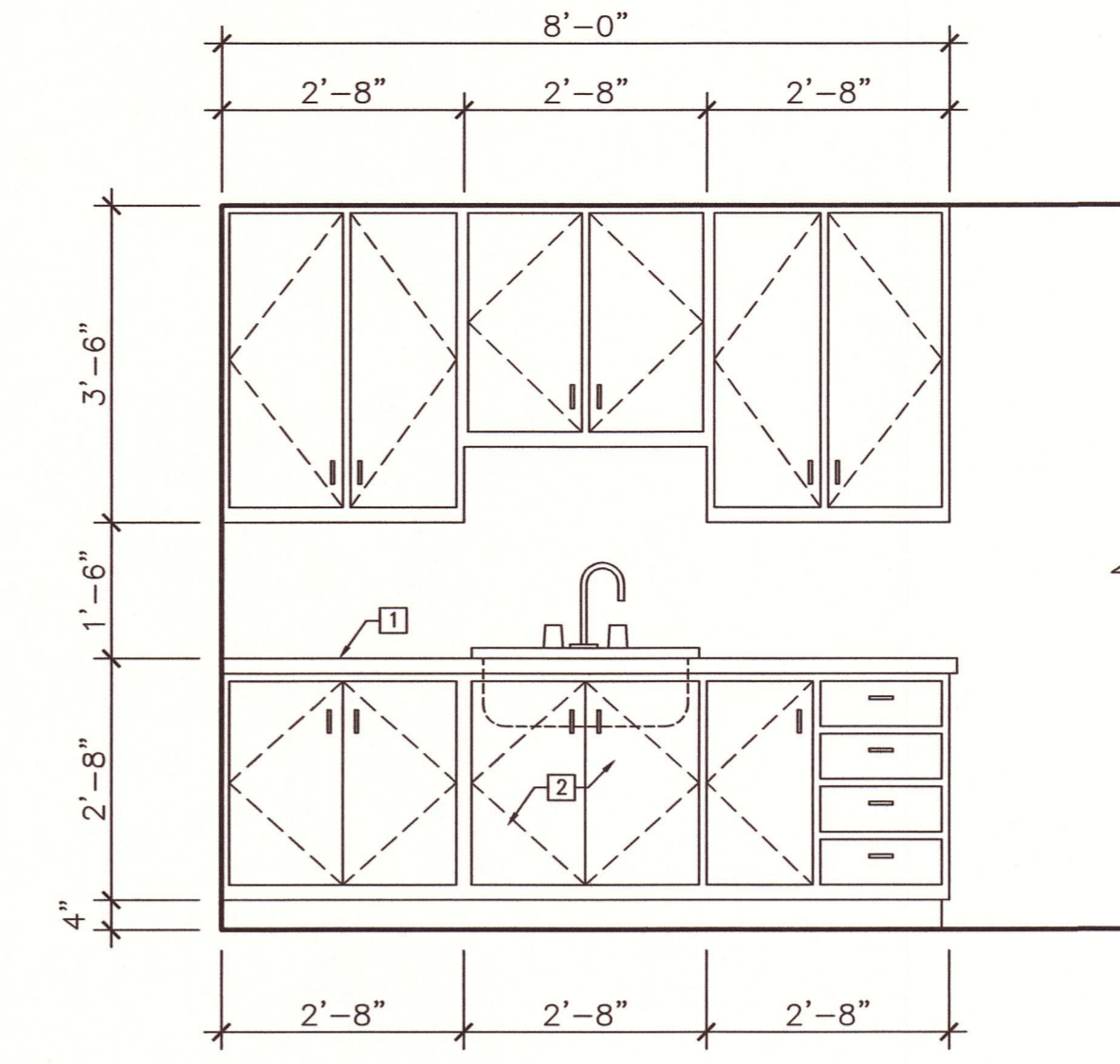
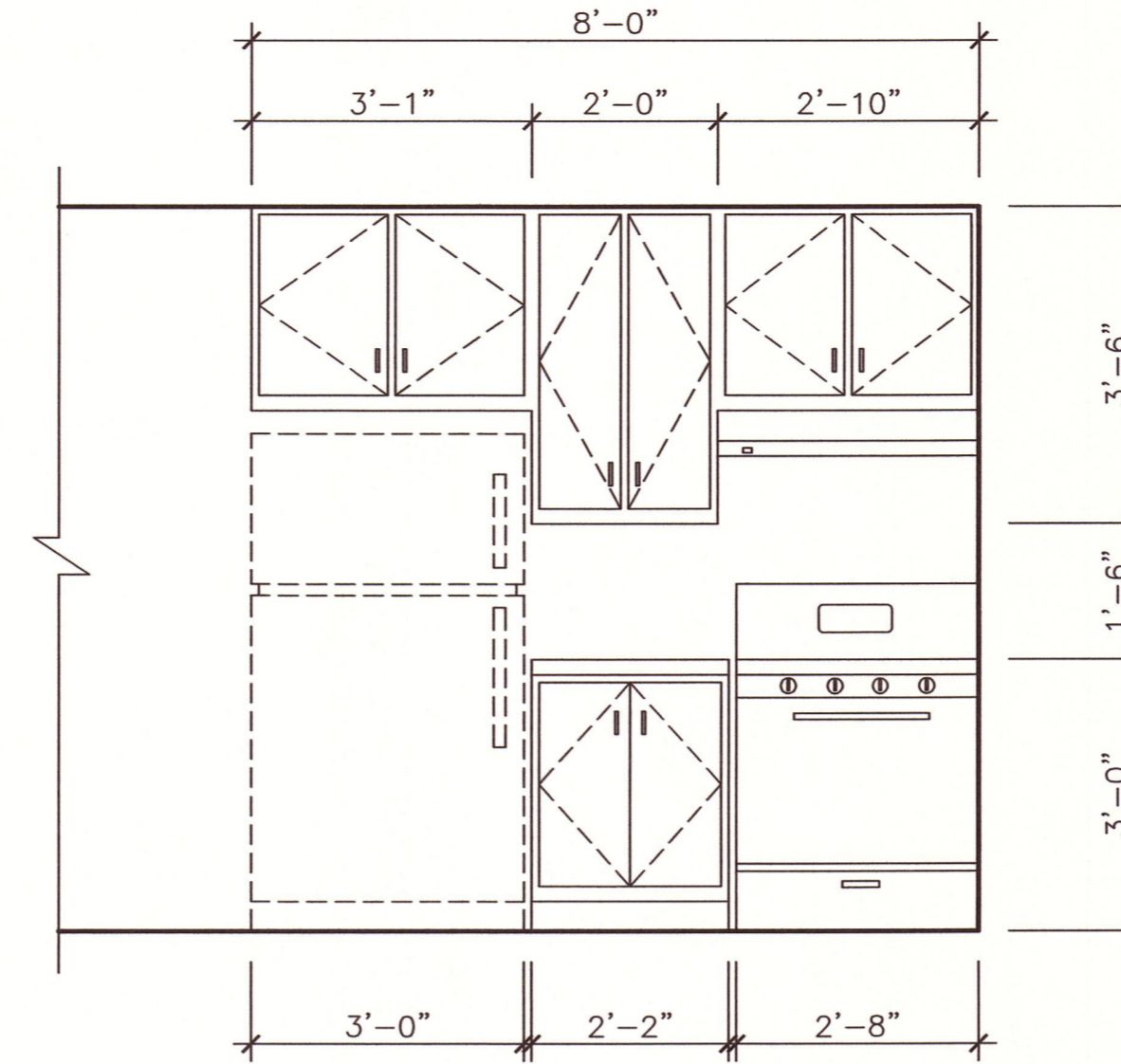
**KITCHEN KEY NOTES**

- 1 COUNTERTOP SHALL BE DESIGNED TO ENABLE REPOSITIONING TO A MINIMUM HEIGHT OF 28 INCHES. THE SIDE AND BACK OF ADJACENT CABINETS WHICH MAY BECOME EXPOSED TO MOISTURE OR FOOD HANDLING WHEN A COUNTERTOP IS LOWERED SHALL BE CONSTRUCTED OF DURABLE, NONABSORBENT MATERIAL.
- 2 BASE CABINETES DIRECTLY UNDER THE KITCHEN SINK COUNTER AREA, INCLUDING TOE BOARD AND SHELVING SHALL BE REMOVABLE WITHOUT SPECIAL KNOWLEDGE OR TOOLS. FINISH FLOORING SHALL BE PROVIDED ON THE FLOOR BENEATH THE COUNTER TOP.



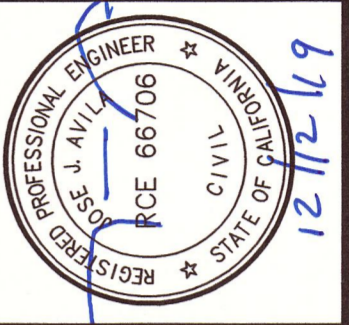
**BATHROOM INTERIOR ELEVATIONS**

**KITCHEN INTERIOR ELEVATIONS**



REVISIONS	BY

NOTE: THE ENGINEER'S SEAL AFFIXED BESIDE INDICATES THAT THE METHOD OF ANALYSIS PRESENTED IS CONSISTENT WITH THE PROFESSIONAL ENGINEERING PRACTICES AND CODES ACCEPTED DESIGN VALUES AND THAT THIS ENGINEER IS ONLY RESPONSIBLE FOR THE DESIGN WORK SHOWN ON THIS PLAN.



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Imperial, CA 92251  
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CITY OF IMPERIAL APARTMENTS  
REHABILITATION PROJECT  
SHEET CONTENTS:  
INTERIOR ELEVATIONS

DATE: OCTOBER 2019  
SCALE: AS SHOWN  
DRAWN BY: GUILLERMO GARCIA

FOR REVIEW ONLY

**A.10**