CITY OF REDLANDS

CITY COUNCIL

A G E N D A

MARCH 4, 2025

MARIO SAUCEDO
Mayor

MARC SHAW
Mayor Pro Tempore

PAUL T. BARICH
Council Member

EDDIE TEJEDA
Council Member

DENISE DAVIS
Council Member
***
JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)
6:00 p.m. Open Session (Public Meeting)
* * *
City Council Chambers
Civic Center, 35 Cajon Street, Redlands, California

A G E N D A

The following information comprises the agenda for the regular meeting of the City Council of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, MARCH 4, 2025

To join via Zoom on a computer, laptop, or smart device
Please visit www.zoom.us, click on Join a Meeting
Enter the **Meeting ID 896 2789 8341**, then run the Zoom launcher
To join via Zoom with audio only (cell phone or landline):
Dial **1-877-853-5247**
Enter the **Meeting ID 896 2789 8341**

Should the City lose connectivity on Zoom, we will halt the meeting until it can be restored. To check on the status of remote connectivity in the event of an outage, go to the City's website at www.cityofredlands.org or to the City's Facebook page at @CityofRedlands or the Instagram page at @CityofRedlands_CityHall.

In the event the City cannot reestablish Zoom connectivity in a reasonable amount of time, the mayor will adjourn the meeting to a future date.

***PLEASE NOTE**:* Anyone desiring to speak on an agendized item at this meeting may do so during the consideration of that item. Due to time constraints and the number of persons who may wish to give oral testimony, public comments will be limited to three (3) minutes.

- **To provide comment while participating from Council Chambers:**
  - Although it is not required, speakers are encouraged to submit a "Speaker Sign Up Sheet" before the meeting is convened. Forms are available in the Office of the City Clerk or in Council Chambers.
  - After the meeting has convened, you may place the speaker form in the basket at the table along the north wall of the Chambers. Please do not disturb the City Clerk while the meeting is in progress.

- **To provide comment through Zoom (on a computer, laptop, or smart device)**:
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak

- **To provide comment via audio only (cell phone or landline)**:
  - Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.

PLEASE SILENCE CELL PHONES, PAGERS AND OTHER ELECTRONIC COMMUNICATION DEVICES UPON ENTERING THE CHAMBERS

5:00 P.M.

A. **Call City Council Meeting to Order.**

B. **Public Comment**
(Any person wishing to provide public comment on a closed session matter may do so at this time.)

C. **Recess City Council Meeting to a Closed Session**

1. Conference with legal council - Anticipated litigation pursuant to Government Code Sections 54956.9(d)(2) and (e)(3):
A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency, based on the receipt of a written claim dated April 30, 2024, from Adam Meyers, legal counsel for Armstrong Cal Builders, Inc., to the City Clerk threatening litigation (copy available for public inspection in City Clerk's Office).

2. Conference with legal counsel: Anticipated Litigation - Government Code §54956.9(d)(2)(e)(2) (Assistant City Manager McConnell)
One Case:
a. Facts and circumstances: Consideration of Workers Compensation claim filed by Leslie Martinez.

6:00 P.M.

D. **Reconvene City Council Meeting**

E. ***Invocation by Council Member Barich***
Pledge of Allegiance by Franklin Elementary School Expanded Learning Opportunity Program Students
(In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)

F. **Closed Session Report**
(No reportable action taken in closed session unless otherwise announced by the City Attorney at this time.)

G. **Presentations**

1. Presentation of Women's History Month proclamation to Kim Turley, Blessing Center - Houses of Hope Transitional Homes for children and their mother's (Mayor Saucedo)

2. Presentation of the Development Disabilities Awareness Month Proclamation to the Von's Grocery Store Manager, Joe Clarkson (Mayor Saucedo)

3. Recognition of the City Council by Scott Welsh representing the Redlands Bicycle Classic (Mayor Saucedo)

H. **Public Comment - City Council**
(At this time, the City Council will provide an opportunity for the public to address them on any subject, within the jurisdiction of the City Council, which is not already scheduled on this agenda. However, any matter that requires action will be referred to staff for a report and possible action at a subsequent meeting. Comments will be limited to three {3} minutes.)

I. **Consent Calendar**
(The following routine items have been recommended for approval and will be acted upon simultaneously unless separate discussion and/or action is requested by a Councilmember or a member of the audience.)

Recycled Paper

1. Approve minutes of the regular meeting of February 18, 2025 (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring the month of March 2025 as Women's History Month (Mayor Saucedo)

3. Authorize issuance of a proclamation declaring the month of March, 2025 as Developmental Disabilities Awareness Month (Mayor Saucedo)

4. Approve recommendation for the reappointments of Scott Carlson and Joann Lessard to the Parks and Recreation Advisory Commission (Mayor Saucedo)

5. Accept report for the annual review of approved Development Agreements in accordance with Chapter 18.220 of the Redlands Municipal Code, determine that Mountainview Power Company LLC, Redlands Community Hospital, Cal-Red Facility LLC, VPV State Street Village LLC, and Esri are in compliance with the terms of their respective Development Agreements, and approve the preparation of a Certificate of Compliance (Development Services Director Desatnik)

6. Approve the use of City resources and the request for in-kind support in the amount of $127,207.78 related to the Redlands Bicycle Classic hosted by the Redlands Bicycle Classic, Inc. on April 9-13th, 2025; approve temporary street closures related to the event; authorize the sale and consumption of alcoholic beverages at the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

7. Approve the use of City resources and the request for in-kind support in the amount of $7,944 related to the Downtown Redlands Artwalk hosted by Kid Cures Foundation on March 30, 2025, temporary street closures related to the event, and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

8. Approve the First Amendment to the Agreement with Willdan Engineering for Code Enforcement Services to increase the total agreement amount from $160,000 to an amount not to exceed $185,000 (Facilities and Community Services Director Crocker)

9. Adopt Resolution No. 8666 and accept the grant award from the California Department of Parks and Recreation of $221,685.00 for projects related to the implementation of the Per Capita Program; and approve an additional appropriation of the same (Facilities and Community Services Director Crocker)

10. Adopt Resolution No. 8661 designating an authorized City representative to sign California Department of Transportation contracts related to the granting of certain temporary construction easements and a portion of East Lugonia Avenue in fee and in fee estate (Facilities and Community Services Director Crocker)

11. Adopt Resolution No. 8667 relating to the City's Community Wildfire Protection Plan (Fire Chief Sessler)

12. Adopt Resolution No. 8665 establishing a Statement of Investment Policy and Rescinding Resolution No. 8446 (City Treasurer Doolittle)

13. Adopt Resolution No. 8664 Delegating Investment Authority to the City Treasurer Pursuant to Government Code Section 53607 (Management Services/Finance Director Garcia)

Recycled Paper

14. Approve a sole source purchase with Spectrum for Internet services in the amount of $1,218 per month totaling $73,080 over five years (Management Services/Finance Director Garcia)

J. **Communications**

1. Announcement of the 16th Annual Community Day of Service on March 15, 2025 (Mayor Saucedo)

2. Annual Report of the Cultural Arts Commission given by Commissioner Brian Ball (Facilities and Community Services Director Crocker)

3. Municipal Utilities and Public Works Commission Annual Report to the City Council given by Chairperson Steve Stockton (Municipal Utilities and Engineering Director Harris)

4. Introduction of Citywide Classification and Compensation Process (Human Resources/Risk Management Director Meteau)

K. **Public Hearings**

1. Appeal of the Development Services Director's approval of Reasonable Accommodation No. 19, a request to allow one service animal on a residential property located at 521 South Fourth Street (APN: 0173-043-09-0000) within the Suburban Residential (R-S) District. Filed by Terra Bird, Appellant (Mayor to declare meeting open as a **Public Hearing**) (Development Services Director Desatnik)

L. **New Business**

1. Consideration of the Second Amendment to the Professional Services Agreement with George Hills Company, Inc. increasing annual compensation and bringing the total compensation to an amount not to exceed $394,333.32 to provide third-party liability claims administration (Human Resources/Risk Management Director Meteau)

2. Introduction of Ordinance No. 2979 amending Chapter 5.04 of the Redlands Municipal Code relating to Business Licenses (Management Services/Finance Director Garcia)

3. Introduction of Ordinance No. 2980 to Amend and Restate Chapter 5.08 of the Redlands Municipal Code relating to Business Licenses (Management Services/Finance Director Garcia)

4. Consideration of the Public Works Construction Contract with Q&E Pipeline Company for the Recycled Water Pipeline Extension for California Street Orange Groves Project for an amount not-to-exceed $629,664, approval of an additional appropriation in the amount of $506,843, and determine that the Project is exempt from environmental review pursuant to Section 15303 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

5. Consideration of a $669,000 Public Works Construction Contract with Onyx Paving Company, Inc. for citywide pavement repairs related to utility repairs, a $469,000 additional appropriation, and determination that the project is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

Recycled Paper

M. **Individual Council Member Announcements and/or Reports on Activities**
(No collective discussion or action.)

N. **Adjournment**
The next regular meeting of the City Council will be held on March 18, 2025.

If you challenge any proposed development entitlement listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam Dobey, of the Municipal Utilities and Engineering Department at (909) 798-7584 ext 2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

(28 CFR 35.102-35.104 ADA Title II)

Any writings or documents distributed to a majority of the City Council regarding an open session agenda item less than 72 hours before this meeting are available for public inspection at the City Clerk's Office or at the dais of the City Clerk once the open session begins.

Staff reports or other written documentation relating to items referred to on the agenda are available at the A. K. Smiley Public Library, 125 West Vine Street, Redlands, California, and on the City's website referenced below.

Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-broadcast at 7:00 P.M. the following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday and Monday. Meetings are also streamed live and archived for later viewing on demand on the City's website at www.cityofredlands.org. Agendas, staff reports and minutes of the City Council of the City of Redlands are available online at: www.cityofredlands.org.

City Council Meeting **I. 1.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of February 18, 2025 (City Clerk Donaldson)

MOTION:

Approve the regular meeting minutes of February 18, 2025.

Attachments

Regular meeting minutes of February 18, 2025

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on February 18, 2025 at 5:00 P.M.

Present: Mario Saucedo, Mayor
Marc Shaw, Mayor Pro Tempore
Paul Barich, Council Member
Eddie Tejeda, Council Member
Denise Davis, Council Member

Staff: Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director; Robert Meteau, HR/Risk Management Director

Mayor Saucedo called the meeting to order and announced there were no closed session matters scheduled for the City Council to consider. The meeting recessed at 5:00 P.M.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Davis. The Pledge of Allegiance to the American flag was conducted by Mariposa Elementary School Friendly Helpers.

PRESENTATIONS

Black History Month Proclamation

Council Member Tejeda presented Proclamations in celebration of Black History Month to Human Relations Commissioners Ken Ford and Gail Howard.

PUBLIC COMMENT

Oppose Zero-Emissions Appliances - Dr. Dale Broome and Joshua Hall spoke against proposals by the South Coast Air Quality Management District (SCAQMD), Rule 1111 and Rule 1121, that they say will effectively ban natural gas water heaters and home furnaces in Southern California. Their concerns included the burdensome cost on homeowners, the veracity of the claims these mandates will reduce air pollution, and the need to preserve consumer choice. They recommended incentive-based approaches that allow homeowners to transition at a manageable pace, with rebates and tax credits. They urged the Council to consider passing a resolution or sending a letter in opposition to the

SCAQMD proposals.

Support Zero-Emissions Appliances - Michael Paisner stated that carbon dioxide has been known for decades as a key contributor to climate change, increasing atmospheric levels of CO2, and he supported the two SCAQMD proposed measures for transitioning to zero-emissions appliances.

Mayor Pro Tem Shaw requested staff prepare a report regarding the two SCAQMD proposals, Rule 1111 and Rule 1121, in order to provide relevant details to Council so they can make an informed decision whether to support the proposals or not. City Manager Duggan agreed to report back on March 18, 2025.

Blue Zones Health 10-Week Walk Event - Alex Barajas, of Blue Zones Health, invited everyone to join a kick-off event on February 22 at Brookside Park for a 10-week walking program to promote physical activity and boost brain power and social connection.

CONSENT CALENDAR

Minutes

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the regular meeting minutes of February 4, 2025.

Vote: 5 - 0 Passed

Planning Commission Appointments

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Emily Elliott to serve a four-year term on the Planning Commission ending January 6, 2029; and appointed Mark Stanson to serve the remainder of a four-year term ending on January 6, 2027.

Vote: 5 - 0 Passed

Street Tree Committee Appointments

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Thomas Guarneri and Aaron Odland to each serve a four-year term on the Street Tree Committee ending February 16, 2029.

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the public disclosure of details of an Agreement of Settlement and Release of Claims between the City of Redlands and CEM Construction Corporation (CEM). Under the terms of the agreement, the City agrees to pay CEM the sum of $475,000, in exchange for a full release and waiver of all claims as to the City of Redlands to settle a public works contract claim filed by CEM for the 2022 CIP Sewer Pipeline Replacement Project.

Vote: 5 - 0 Passed

On-Call Affordable Housing Consulting Agreement

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the sole source Professional Services Agreement with Keyser Marston Associates, Inc., for a total contract amount not-to-exceed $35,000, to provide on-call affordable housing consulting services.

Vote: 5 - 0 Passed

Traffic Signal Video Detection Units

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the sole source purchase order for the purchase of five (5) Iteris video detection units for the traffic signals from Iteris, Inc. for an amount not to exceed $136,280.61.

Vote: 5 - 0 Passed

CalRecycle Grant Award

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously accepted, by roll call vote, the grant award from the Department of Resources Recycling and Recovery (CalRecycle) in the amount of $194,451 for projects related to the implementation of the Short-Lived Climate Action (SLCP) SB 1383; and approved an additional appropriation of the same.

Vote: 5 - 0 Passed

Amending Agreement Audit Services Sales, Use and Transaction Tax Revenue

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the First Amendment to the agreement for audit services for sales, use and transaction tax revenue with Hinderliter de Llamas & Associates for an amount not-to-exceed $10,000.

Vote: 5 - 0 Passed

FY2022 Homeland Security Grant Award Acceptance

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously accepted, by roll call vote, the grant award and grant modification from the FY2022 Homeland Security Grant Program; and approved an additional appropriation of $19,065 to the Police Department.

Vote: 5 - 0 Passed

COMMUNICATIONS

Land Use Decision-Making Summarized

At the request of Council Member Tejeda, City Attorney Garcia summarized a joint City Council and Planning Commission workshop training held on October 8, 2024, related to roles and responsibilities in land use decision-making.

Topic areas she reviewed included:
A) The responsibilities of the City Council and Planning Commission in land use decisions. The City Council is the legislative body of the City. The Council adopts the general plan and makes laws related to land use and zoning. It is also the reviewing body for appeals of Planning Commission decisions. The Planning Commission is the "planning agency" for the City. It prepares, reviews and recommends to the City Council revisions to legislation, such as the general plan and zoning code, and implements the general plan and zoning code in its review of project applications. It also serves in a "quasi-adjudicatory" role in reviewing and deciding discretionary land use applications for Conditional Use Permits ("CUPs"), Variances, Site Plans, and other discretionary actions as designated by City ordinance.

B) Legislative Decisions: When the Planning Commission acts in a legislative role, it is recommending changes to land use rules and policies, such as changes to the general plan and the zoning code, which has impacts city-wide. For legislative decisions, the Planning Commission's authority is only advisory; meaning, that the Planning Commission makes recommendations to the City Council regarding changes to land use rules and policies, with the Council making the final decision.

C) Quasi-Adjudicative Decisions: When the Planning Commission (or the City Council on appeal) acts in a "quasi-adjudicatory" role, it is acting as "judge" applying the City's existing land use standards to a property owner's request to use their property or business in a certain way. The task of the Planning Commission is to determine whether the proposed use complies with the City's current general plan and zoning laws and standards. As "judge", Planning Commissioners must make decisions based on what the rules are today. Changes to such rules must go through the legislative process.

D) Findings: When acting in a quasi-adjudicatory role, the decision of the Planning Commission (or the City Council on appeal) on CUPs, Variances and Site Plans must be based on the established standards or criteria that are set forth in the zoning code. Using these standards, the Planning Commission must adopt written "findings" to support its decision. Findings are written explanations of why, legally and factually, the Planning

Commission made a particular decision. Findings provide the analysis on how the Planning Commission weighed and applied the evidence presented to reach its final conclusion.

E) Best Practices for Quasi-Adjudicatory Decision-Making: Avoid bias. Bias of a decision-maker requires a Commissioner (or Council Member on appeal) to abstain from the decision. Ms. Garcia provided examples of actual bias that would warrant abstention.

F: California Environmental Quality Act (CEQA): The training addressed when an Environmental Impact Report (EIR) is required for a project. An EIR is a detailed report written by the lead agency describing and analyzing the significant environmental effects of a proposed project, identifying alternatives and discussing ways to reduce or avoid the possible environmental impacts.

As public comment, Michael Paisner said there are ways for consultants to achieve a desired result when reviewing development projects and conducting initial studies. He added that little details can make a big difference, and he reminded the Council they have the power to deny a project, including warehouse projects. Council Member Davis asked staff for an update on the request to ban warehouses from the City of Redlands.

On motion of Mayor Mario Saucedo, seconded by Council Member Paul Barich, the City Council unanimously received and filed, by roll call vote, the report of the City Council and Planning Commission training held on October 8, 2024, related to roles and responsibilities in land use decision-making.

Vote: 5 - 0 Passed

SCE Wildfire Mitigation Report

City Manager Duggan introduced Southern California Edison's Government Relations Manager, Mark Cloud, who presented an overview of SCE's wildfire mitigation efforts and the recent Public Safety Power Shutoffs (PSPS). His report included information regarding the role of SCE, wildfire-related regulations, the state's specific wildfire issues of hotter, drier conditions, and strong winds. He reviewed SCE's wildfire mitigation efforts, including grid hardening, advanced technology for fire prevention, public safety power shutoffs, Emergency Operations Center, Community Resource Centers and the ways in which SCE is learning and growing to more effectively implement safety protocols. He concluded by saying that SCE's commitment is wildfire prevention and grid safety, and he encouraged everyone to be prepared, stay informed and use SCE valuable resources. Visit SCE wildfire safety website and sign up for alerts to stay informed.

As public comment, Dennis Bell complained that his power had been shutoff, with no notification, during the Pacific Palisades/Eaton fires, and he thought there was no rhyme or reason to the implementation and duration of the shutoffs. He added that rate payers should not have to pay for any SCE equipment damage due to the recent fires. Michael Paisner urged the City Council to approve projects for undergrounding utility lines. Council Members thanked Mr. Cloud and expressed their appreciation of SCE's continued desire to improve their wildfire mitigation efforts to keep everyone safe.

Human Relations Commission by Commission Annual Report

Commission Chair Ken Ford offered the Annual Report of the Human Relations Commission, listing activities and accomplishments for 2024 that included, hosting the Health and Wellness Fair event, providing the community with various resources for their health and mental wellness and participating in a meeting with City Manager Duggan to review and clarify projects planned for the upcoming year. Commissioner Roop Goyal provided a presentation on the genocide of Hindus and other religious minorities in Bangladesh and prepared a proclamation condemning those actions. The Commission has several ideas and projects lined up for 2025 including, "Run Around Redlands", collaborating with other community groups, celebrating various cultural holidays, and presenting various workshops of interest in the community. Council Members thanked Chair Ford and all his fellow commissioners for their dedication and service.

NEW BUSINESS

Security Fencing Installation for Water Facilities

Municipal Utilities and Engineering Director Harris described the Non-Professional Services Agreement with EverFence Corporation for the Water Facilities Security Fencing Installation Project for an amount not-to-exceed $2,239,918.85. Carollo Engineers, Inc. recently completed a Risk and Resilience Assessment (RRA) and prepared an Emergency Response Plan (ERP) for the City's water utility infrastructure in accordance with requirements mandated by the America Water Infrastructure Act of 2018 (AWIA). The goal of the RRA was to identify potential security threats and opportunities to improve defense strategies. The RRA recommends the installation of perimeter security fencing at all water treatment facilities and groundwater well sites to enhance the physical security of the City's most critical water infrastructure assets.

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously determined, by roll call vote, that approval of a Non-Professional Services Agreement with EverFence Corporation is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; approved the Security Fencing Installation Project plans and specifications; and approved a Non-Professional Services Agreement with EverFence Corporation.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Saucedo participated in the Memorial Walk for the Cinnamon Creek shooting, attended the SBCTA meeting, the Chamber's annual Civic Awards and Installation Dinner, the Human Relations Commission, the California Cities subcommittee meeting, and the Redlands Disaster Council. He enjoyed the activities in honor of Martin Luther King Jr. Day, the "Total Wine" grand opening event, the Sacred Heart School Career Day and a ride-along offered by Fire Station No. 3.

Mayor Pro Tem Shaw participated in the ribbon cutting hosted by the Chamber of Commerce congratulating the Redlands Police Officers Association as the newest Chamber member. He praised Speaker, Chris Singleton, who spoke a message promoting unity and respect which was hosted by the Kiwanis Club. He attended the 93rd Watchorn Lincoln Dinner event at the Orton Center, and the Compact Club February dinner mixer.

Council Member Barich enjoyed the 93rd Watchorn Lincoln Dinner event at the Orton Center, attended the Compact Club February dinner mixer, and participated in the ribbon cutting hosted by the Chamber of Commerce congratulating the Redlands Police Officers Association as the newest Chamber member.

Council Member Tejeda participated in the ribbon cutting hosted by the Chamber of Commerce congratulating the Redlands Police Officers Association as the newest Chamber member.

Council Member Davis held the February Youth Council meeting at Fire Station No. 1, which included a tour hosted by Battalion Chiefs Josh Hannan and Dave Denman.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:25 P.M. The next regular meeting of the City of Redlands City Council will be held on March 4, 2025.

City Council Meeting **I. 2.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of March 2025 as Women's History Month (Mayor Saucedo)

MOTION:

I move to authorize issuance of a proclamation declaring the month of March 2025 as Women's History Month.

Attachments

Women's History Month 2025

PROCLAMATION

Women's History Month

WHEREAS, the month of March was selected as Women's History Month to coincide with the United Nations' sponsorship of International Women's Day on March 8th as a time to commemorate women's rights and peace; and

WHEREAS, women of every race, class, ethnicity, sexual orientation, gender identity and ability have made historic contributions to the growth and strength of our state and nation in countless recorded and unrecorded ways; and

WHEREAS, women have influenced and advanced every facet of American life and culture. The strength, ingenuity, and spirit of our female leaders, innovators, and pioneers shape our Nation's character, government, industry, families, and communities; and

WHEREAS, women have significantly influenced public policy and contributed to the building of viable institutions and organizations that continue to support our communities today and the knowledge, skills, and abilities of women contribute to a more robust workforce and a more prosperous economy; and

WHEREAS, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, emancipation movement, industrial labor movement, civil rights movement, peace movement, and more that aim to create a more fair and just society for all; and

WHEREAS, in remembering the trailblazers of the past and the heroines of present day, we honor their legacies by carrying forward the valuable lessons learned from the powerful examples they set; and

WHEREAS, we also recognize the countless accomplishments of local women within our community who teach our children, care for our sick, serve in our military, start businesses, serve in elected positions, or venture into unknown frontiers. Generations of women have had to overcome obstacles put in the way of their achievement and we reaffirm our commitment to supporting the next generation of female trailblazers and dreamers as they carry forward this distinguished legacy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby proclaims the month of March 2025 as Women's History Month and hereby encourages its residents to learn more about the rich and diverse history of women through available programs, reading, ceremonies, and educational activities.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 4th day of March 2025.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of March, 2025 as Developmental Disabilities Awareness Month (Mayor Saucedo)

MOTION:

I move to authorize issuance of a proclamation declaring the month of March, 2025 as Developmental Disabilities Awareness Month.

Attachments

Developmental Disabilities Awareness Month 2025

PROCLAMATION

Developmental Disabilities Awareness Month

WHEREAS, Public Law 99–483, enacted by the United States Congress in 1987, designated the month of March as National Developmental Disabilities Awareness Month; and

WHEREAS, developmental disabilities are related to a group of physical, learning, language, or behavioral conditions that last throughout a person's lifetime, such as ADHD, Autism, Cerebral Palsy, Down Syndrome, intellectual disability, learning disability, and other disabilities; and

WHEREAS, an estimated 615,252 Californians live with intellectual and other developmental disabilities, with approximately 1,500 individuals with developmental disabilities living in the City of Redlands; and

WHEREAS, people with developmental disabilities should be treated with dignity and respect and should have the resources needed to live secure, fulfilling lives and access their communities and services needed; and

WHEREAS, stereotyping, discrimination, and bullying toward individuals with developmental disabilities are the biggest barriers to full community integration and inclusion of people with developmental disabilities; and

WHEREAS, awareness of barriers people with developmental disabilities can face in participating in the community, and collaboration on how to overcome those barriers, can bring about broader inclusion and better outcomes for everyone; and

WHEREAS, the City of Redlands strives to be an inclusive and equitable community where everyone is appreciated for their unique abilities;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim the month of March 2025 as Developmental Disabilities Awareness Month in the City of Redlands and encourages all residents, businesses, schools, government agencies, and public and private institutions to recognize the ability of individuals with developmental disabilities to make significant contributions to their communities.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 4th day of March 2025.

Mario Saucedo, Mayor

Attest:

Jeanne Donaldson, City Clerk

City Council Meeting **I. 4.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for the reappointments of Scott Carlson and Joann Lessard to the Parks and Recreation Advisory Commission (Mayor Saucedo)

MOTION:

I move to reappoint Scott Carlson and Joann Lessard to each serve an additional four-year term on the Parks and Recreation Advisory Commission ending March 1, 2029.

RECOMMENDATION:

It is recommended by Mayor Saucedo that the City Council consider these reappointments to the Parks and Recreation Advisory Commission. Pursuant to the Redlands Municipal Code, appointments are made by the Mayor and approved by the City Council.

DISCUSSION:

The terms of commissioners Scott Carlson and Joann Lessard's expire on March 1, 2025. Both commissioners have served one term and are eligible to serve a second term. Both Commissioner Carlson and Lessard have expressed their desire to be re-appointed for a second term. A public notice requesting interested residents to submit an application for the Parks and Recreation Advisory Commission was issued in January of this year. In addition, the public notice was concurrently aired on Redlands TV and posted at the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. Three applications were received in response to the public notice.

The Parks and Recreation Advisory Commission consists of seven members as follows:

- Douglas Gonzales
- Adam Hebden
- Scott Carlson
- Roy Cencirulo
- Joanne Lessard
- Justin Weekley
- Noah Nguyen (student)

ALTERNATIVE:

The City Council may choose not to support the recommendation and direct staff to seek further applications for consideration.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Charles M. Duggan, Jr., City Manager

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Parks Rec Notice 2025

Parks & Rec Applications

City of
REDLANDS
Incorporated 1888
300 E. State Street, Suite 690, Redlands, CA 92373
909-798-7510
www.ci.redlands.ca.us

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands encourages residents to apply for a position on the following commission:

PARKS AND RECREATION COMMISSION - The Parks and Recreation Advisory Commission recommends to the City Council policies for the acquisition, development, maintenance and improvement of parks, public trails and open space areas, and for the planting, care and removal of landscaping and amenities in all parks, public trails and open space areas. In addition, this commission's duties relating to recreation include; using the Commissioners' skills, knowledge and experience to assist and advise the City Recreation Division staff; keeping the public informed about the city's recreation program; serving as a forum for the promotion of activities for the Recreation Division and the City's community center; and serving as a forum for resident's suggestions, reactions, opinions, interests and needs regarding the City's Recreation Division and its programs.

The Parks and Recreation Advisory Commission meets on the second Thursday of each month at 4:00 p.m.

Residents interested in applying for the non-salaried position on this commission may request application forms from the Office of the City Clerk, City Hall, 35 Cajon Street, Suite 4 or by phone at 798-7510, or on the City's website www.cityofredlands.org

Deadline for filing applications is February 6, 2025.

Amy Edwards

Amy Edwards, Senior Administrative Assistant
Office of the City Manager
City of Redlands, California

01/23/25

Received by the City Manager's office 1.27.25

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

COMMISSION\BOARD APPLIED FOR

Parks and Recreation

Name Brenda Spoelstra

Address [redacted]

Telephone (Work) [redacted] (Cell / Home) [redacted]

Email [redacted]

Occupation Business owner: Garden designer & Horticultural therapist

Reasons for desiring to serve – relevant experience and qualifications:
Experience in Urban & Regional design and planning, Parks dept plan check & fees, general knowlege of city ordinances and flow of governance. Significant advocate for: ecological and sustainable landscapes, green space and activity facilities for public health benefits, and good design practices for the public good. My desire for serving is for equal access to parks for the residents of Redlands, and finding ways for ordinances to support that.

Signature Brenda Spoelstra **Date** Jan 26,2025

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) Linda Richards
[redacted]
Redlands, CA 92373
Telephone [redacted]

(2) Dave Nyenhuis
[redacted]
Redlands, CA 92373
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

Address Verified - AE

RECEIVED

JAN 28 2025

Redlands City Clerk

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

COMMISSION\BOARD APPLIED FOR

The Parks and Recreation Advisory Commission

Name Jarrud Knapp

Address [redacted] Redlands CA 92373

Telephone (Work [redacted] (Cell / Home) [redacted]

Email [redacted]

Occupation RN - St. Bernadine

Reasons for desiring to serve – relevant experience and qualifications:

As a long-time Redlands resident and active father of three, I bring firsthand knowledge of how families use and benefit from parks, public trails, and open spaces. In addition, my experience as a scout leader for Pack 44 of Redlands demonstrates my dedication to outdoor activitie and communi development

Signature Jarrud Knapp **Date** 1-28-25

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) Carlo Montiglio
Lieutenant - Pasadena PD

(2) Kristen Ervin
Special Education Teacher

Telephone [redacted]

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

Address Verified - AE

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

City Manager's Office

FEB - 6 2025

Received

COMMISSION\BOARD APPLIED FOR

Parks and Recreation Commissioner

Name Rosa Granado-Dominguez

Address [redacted] Redlands CA 92374

Telephone (Work) _____ (Cell / Home) [redacted]

Email [redacted]

Occupation CEO/Broker Inland Valley Insurance

Reasons for desiring to serve – relevant experience and qualifications:

I have been very involved in San Bernardino County + City of Colton. I served as President of the County's "Hispanic Employees Alliance - HEA" from 2000 to 2004, President of the Colton Rotary Club from 2016-2020 and Planning Commissioner for the City of Colton from 2014 to 2018. These positions helped me get the →

Signature Rosa Dominguez **Date** 2/6/25

**** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)***

Two References: (Please do not include Councilmembers or City Staff)

(1) Assemblymember James Ramos [redacted]

San Bernardino, CA 92401

Telephone [redacted]

(2) Dr Frank Miranda, Superintendent CJUSD

Colton CA 92324

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓ address verified (AE)

experience and knowledge to help my community of Redlands that I have lived in since 2002 when I married my husband.

City Council Meeting **I. 5.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Accept report for the annual review of approved Development Agreements in accordance with Chapter 18.220 of the Redlands Municipal Code, determine that Mountainview Power Company LLC, Redlands Community Hospital, Cal-Red Facility LLC, VPV State Street Village LLC, and Esri are in compliance with the terms of their respective Development Agreements, and approve the preparation of a Certificate of Compliance (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

1. I move to accept this report for the annual review of approved Development Agreements and determine that the applicants, Mountainview Power Company LLC, Redlands Community Hospital, Cal-Red Facility LLC, VPV State Street Village LLC, and Esri, are in compliance with the terms of their respective Development Agreements, and

2. I move to approve the preparation of a Certificate of Compliance.

RECOMMENDATION:

Based on a review of the individual Development Agreements and the responses filed by the applicants, staff recommends that the City Council determine that Mountainview Power Company LLC, VPV State Street Village LLC, Redlands Community Hospital, Cal-Red Facility LLC, and Esri are in compliance with the terms of their respective Development Agreement and that city staff prepare Certificates of Compliance.

DISCUSSION:

Section 18.220.180 of the Redlands Municipal Code (RMC) establishes the requirement and process for the annual review of approved Development Agreements, and indicates the City shall review Development Agreements at least once every twelve months from the date of their approval. Pursuant to Government Code Section 65865.1, the applicant for a Development Agreement has the duty to demonstrate its good faith compliance with the terms of the Development Agreement at the time of such review.

On March 19, 2024, the City Council was given the required notice that the seven (7) active Development Agreements with the City would be subject to the annual review pursuant to RMC Section 18.220.180(B). Staff subsequently notified the applicants and requested that they provide a written response that demonstrates their good faith compliance with the terms of their respective Agreements. This report is a follow-up to that notice.

The following provides a brief summary of each Development Agreement as well as staff's review of compliance.

1. Mountainview Power Company, LLC. - The property contains a steam electric power-generating facility owned and operated by Southern California Edison, located at the northeast corner of San Bernardino Avenue and Mountain View Avenue. The plant currently generates approximately 1,054 megawatts. The Development Agreement was approved on October 17, 2000, with a term of 30 years and provides vested rights to develop the property to the maximum extent allowed under the General Industrial (M-2) District.

Staff Review: Mountainview Power has submitted a letter stating their compliance with the terms of their Development Agreement (see Attachment A). The property continues to be used as a steam electric power-generating facility. In 2023, no notable improvements were made to the property. The Development Agreement states that the owner shall have the right to develop the property in such increments and in such order as the owner deems appropriate. Staff believes that Mountain View Power, LLC is in compliance with their development agreement.

2. CEMEX Construction Materials, L.P. - This agreement implements a business license tax based on tonnage mined or processed in the City of Redlands. The agreement was approved by the City Council on July 17, 2001, and remains in effect for 65 years. The rate of tax imposed started in 2001 at ten cents ($0.10) per ton, and is adjusted each year based on the percentage change in the Consumer Price Index. CEMEX mines in the City of Redlands and the City of Highland, but only processes the aggregate material in the City of Redlands at their facility on Orange Street within the Santa Ana River Wash. The

Development Agreement allows a credit to be applied towards the tonnage mined in Highland but processed in Redlands. Highland also has a mining tax, and the credit is intended to prevent the same tonnage from being taxed twice (Highland's mining tax was established by an initiative ballot and includes the same CPI and credit).

Staff Review: Staff is currently reviewing compliance documentation for CEMEX. A review of this development agreement will be presented to the City Council at a later date (with a subsequent report).

3. Robertson's Ready Mix, Ltd. - Similar to the Development Agreement described above, this agreement also implements the same business license tax payable to the City quarterly based on the tonnage mined by Robertson's in the City of Redlands. The agreement was approved by the City Council on July 17, 2001, and remains in effect for 65 years. Robertson's mines in the City of Redlands and the City of Highland, but only processes the aggregate material in Highland where their processing plant is located. Because 100% of the mined aggregate in Redlands is processed in Highland, a 50% credit is applied to the tax due the City of Redlands pursuant to Section 5.4 of the agreement.

Staff Review: Staff is currently reviewing compliance documentation for Robertson's Ready Mix. A review of this development agreement will be presented to the City Council at a later date (with a subsequent report).

4. Redlands Community Hospital - Located at 350 Terracina Boulevard, the agreement addresses the long-term master plan development and expansion of the hospital. The agreement was approved by City Council on December 2, 2003, effective until December 2, 2033, and provides vested rights to develop the property to the maximum extent allowed in the Medical Facilities (M-F) District.

Staff Review: Redlands Community Hospital submitted an annual report (see Attachment B) which identifies compliance with the terms of the Development Agreement. During 2023, the hospital completed the last phase of the Emergency Department expansion/remodeling project, and has received State approval for occupancy for the completed Emergency Department. As required by SB 1953, the hospital provided an inventory of current and potential future projects to the State Department of Health Care Access and Information including seismic status and plans for enhanced emergency capabilities. In addition to these improvements, the hospital received permits for a parking lot expansion on Terracina Boulevard. Staff believes that Redlands Community Hospital is in compliance with their development agreement.

5. Cal-Red Facility, LLC. - This Development Agreement provides for the long-term development and utilization of the property for the Asistencia Villa assisted nursing facility located at 1875 Barton Road, west of Terracina Boulevard. The agreement was approved by the City Council on December 2,

2003, and remains in effect until December 2, 2033. The agreement does not contain any milestones for build-out of the facility, and leaves this to the business judgment of the applicant.

Staff Review: Cal-Red Facility, LLC, is a Delaware limited liability company. This company owns over 100 skilled nursing facilities, and partners with professional skilled nursing companies to operate their facilities. The sale of the property to Cal-Red Facility, LLC, in 2010 by Redlands Health Services also included the assignment of the rights, duties, and obligations under the Development Agreement. Redlands Health Services still maintains ownership of 1.46 acres of vacant land adjacent to the facility and is covered under this agreement. Cal-Red Facility submitted an annual report (see Attachment C) which identifies compliance with the terms of the Development Agreement. Cal-Red Facility indicates that there will be no changes in the use and purpose of the Asistencia Villa as a licensed skilled nursing facility. They lease the Asistencia Villa to Asistencia Villa Post Acute, LLC, to operate the facility. The terms of the lease require that the facility remain a licensed, skilled nursing facility and that it be used for no other purpose. Staff believes that Cal-Red Facility, LLC is in compliance with their development agreement.

6. ESRI - The Esri campus headquarters is located at 380 New York Street, and the agreement addresses the long-term development and expansion of their corporate campus. The agreement was approved by the City Council on July 5, 2005, with an initial term of 30 years, and provides vested rights to develop the property to the maximum extent allowed under the Administrative & Professional Office (A-P) District.

Staff Review: Esri submitted an annual report (see Attachment D) which identifies the permits obtained to develop their corporate campus under the terms of the Development Agreement. Their response details the status of the construction activities occurring in 2023, and provides a listing of all permits and fees paid. The build-out of the Esri campus is not under any specific phasing or development timeline, which enables the company to expand their campus as-needed in response to market forces. Staff believes that Esri is in compliance with their development agreement.

7. VPV State Street Village, LLC. - This Development Agreement includes provisions securing a 15-year approval and the right to build the State Street Village mixed-use project on approximately 12 acres currently occupied by the Redlands Mall located at the southwest corner of Orange Street and Redlands Boulevard. The agreement vests the categories of Development Impact Fees (i.e., the fee categories may not be increased, but the DIF amounts may be adjusted by the City from time to time) and zoning regulations in effect at the time the project was approved. The agreement requires that Phase 1 of the project shall begin construction within five years of the effective date (Ordinance No. 2933 became effective on October 6, 2022), and the subsequent phasing and timing of such phases are at the discretion of the developer.

Staff Review: The State Street Village project entitlements were approved on May 10, 2022. Ordinance No. 2933 for the Development Agreement was approved on September 6, 2022 (and became effective on October 6, 2022), and the Development Agreement was recorded on September 14, 2022. Building plans were initially submitted to the City on December 19, 2022. Through 2023, the project's construction plans were in the Plan Check process with the City (and not yet approved at this time). Staff believes that VPV State Street Village, LLC, is in compliance with their development agreement.

ALTERNATIVES:

The City Council has the option to implement any of the following alternatives:

1. Continue the matter and request additional information.

2. Determine that the responses from Mountainview Power Company LLC, VPV State Street Village LLC, Redlands Community Hospital, Cal-Red Facility LLC, or Esri do not constitute compliance with the provisions of their respective Development Agreement(s), and direct staff to require additional documentation prior to issuing a Certificate of Compliance per RMC Sections 18.220.180(C) and (D).

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Sean Reilly, Principal Planner

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	N/A
Budgeted Y/N:	N/A
Account No.:	N/A

Discussion:

The City's cost for this review is paid by the applicants prior to the time of the review.

Fiscal Year:	2023-2024
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	N/A
Budgeted Y/N:	N/A
Account No.:	N/A

Discussion:

The City's cost for this review is paid by the applicants prior to the time of the review.

Attachments

Attachment A - Mountainview Power Station Response

Attachment B - Redlands Community Hospital Response

Attachment C - Cal-Red Response

Attachment D - ESRI Response

SOUTHERN CALIFORNIA
EDISON
An EDISON INTERNATIONAL Company

December 31, 2024

City of Redlands
35 Cajon Street, Suite 20
PO Box 3005
Redlands, CA 92373

Attn: Sean Reilly, Principal Planner

Re: Development Agreement between Mountainview Power Company and the City of Redlands

Dear Mr. Reilly:

As you identified, Southern California Edison (SCE) provided details for anticipated 2024 improvement activities in the communication dated February 21, 2024. To assure you of SCE's good faith compliance with the Development Agreement between Mountainview Power Company (now known as Southern California Edison Company's Mountainview Generating Station) and the City of Redlands, dated October 17, 2000 (Development Agreement), please accept the following correction to the 2023 annual review.

In 2023, no significant improvements were completed at Mountainview Generating Station.

We believe that Southern California Edison Company remains in full compliance with all obligations under the Development Agreement.

If you have any questions or wish to discuss this further, please contact me at 909-283-2234.

Sincerely,

Lyle J. Laven

Lyle J. Laven
Senior Manager, Mainland Generation

Redlands Community Hospital

350 Terracina Blvd.
P.O. Box 3391
Redlands, CA 92373-0742
909-335-5500
Fax 909-335-6497

January 11, 2024

Sean Reilly
Senior Planner
PO Box 3005
Redlands, CA 92373

Re: Development Agreement between Redlands Community Hospital and the City of Redlands – 2023 Annual Review

Dear Mr. Reilly,

This is to confirm evidence of good faith compliance with the terms of the above referenced Development Agreement. Redlands Community Hospital (RCH) remains compliant with the Development Agreement and continues to proceed with implementation of our Facilities Master Plan, which is outlined in Attachment B (CUP 355-10) of the Development Agreement.

Redlands Community Hospital has completed the last phase of the Emergency Department (ED) Expansion and Remodeling Project, and we have received State approval for occupancy of the entire ED, portions of which remained available to provide full service the community during all phases of ED construction including during the COVID Pandemic.

We have fulfilled the SB 1953 requirement to provide by 2024 an inventory of current and potential future projects and structures to the State (HCAI), including seismic status and plans for enhanced emergency capabilities. As previously indicated, many of these potential future seismic projects will, among other things, likely result in construction of additional and/or replacement hospital buildings and are collectively referred to as the "Phase 3" elements of our Facilities Master Plan. Timing of these multi-million dollar improvements is, as always, subject to our financial situation and debt capacity to complete these projects.

During 2024, RCH intends to complete a parking lot expansion along Terracina Boulevard and also on Laurel Avenue. Routine equipment replacement and remodeling of internal areas will also continue as needed under HCAI jurisdiction.

When providing a copy of the staff reports, exhibits and/or any other evidence concerning performance of the Agreement to RCH, as provided in Section 7.2 of the Agreement, please direct the materials to my attention.

If you have questions or require additional information, please contact me at my office, 335-5517.

Sincerely,

Harvey S. Hansen

Harvey S. Hansen
Vice President

LANE POWELL

SHIRA LEVIN
206.223.7068
levins@lanepowell.com

January 23, 2024

VIA ELECTRONIC MAIL

Sean Reilly
City Planner
City of Redlands Development Services
35 Cajon St., Suite 20
Redlands, CA 92373
E-Mail: sreilly@cityofredlands.org

Re: 2023 Annual Review of Development Agreement No. 17 between Redlands Health Services, A.V. Associates and the City of Redlands (the "**Development Agreement**")

Dear Mr. Reilly:

I am writing to you to document good faith compliance with the terms of the above referenced Development Agreement for the 2023 calendar year, as required by the Redlands Municipal Code. The Development Agreement was initially entered into by the City of Redlands, Redlands Health Services and A.V. Associates. As of December 8, 2010, our client, Cal-Red Facility, LLC, a Delaware limited liability company ("**Cal-Red**"), purchased Parcel One of the real property subject to the Development Agreement (the "**Cal-Red Property**") from A.V. Associates. The Cal-Red Property has a mailing address of 1875 Barton Road, Redlands, CA 92373, and a skilled nursing facility known as Asistencia Villa Rehabilitation and Care Center (the "**Facility**") is located on the Cal-Red Property. Parcels Two and Three described in the Development Agreement were not purchased by Cal-Red and this letter does not pertain to such property.

Cal-Red leases the Cal-Red Property and the Facility to Asistencia Villa Post Acute LLC, a California limited liability company (the "**Tenant**"). Effective as of June 20, 2023, Tenant assigned its interest in the Facility lease to AVPA, LLC, a California limited liability company (the "**Assignee**") with the consent of Cal-Red. The assignment did not relieve the Tenant from its obligations under the lease. The terms of the lease continue to require that the Facility remain licensed as a skilled nursing facility and that the Facility be used for no other purpose.

STREET ADDRESS: 1420 FIFTH AVENUE, SUITE 4200 | SEATTLE, WA 98101-2375 P 206.223.7000 F 206.223.7107 LANEPOWELL.COM
MAILING ADDRESS: P.O. BOX 91302 | SEATTLE, WA 98111-9402
A PROFESSIONAL CORPORATION

Accordingly, our client is in compliance with the Development Agreement, as the Assignee continues to operate the Facility as a licensed skilled nursing facility. No changes in mission, use, or strategic purpose are contemplated for the Cal-Red Property or for the Facility.

Please direct to my attention a copy of the staff reports, exhibits and/or any other evidence concerning performance under the Development Agreement with respect to the Cal-Red Property, as provided in Section 7.2 of the Development Agreement.

We will have a check sent to you for $500.00 payable to the City of Redlands for fees associated with the 2023 annual review of the Development Agreement.

If you have questions or require additional information, please contact me at my office via telephone at 206-605-6442 or via email at levins@lanepowell.com.

Very truly yours,

LANE POWELL PC

Shira Levin

Shira Levin
Counsel to Cal-Red Facility, LLC

cc: Gary Kading (via email)
Nicholas Martinez (via email)
Debbie Bellis (via email)

esri | THE SCIENCE OF WHERE®

March 1, 2024

Sean Riley
City of Redlands
35 Cajon St, Suite 20
Redlands, CA 92373

Dear Mr. Riley,

Attached is a list of fees/permits paid in 2023 for the properties covered under the Development Agreement No.19 between ESRI and the City of Redlands. We have also included the requested $500 fee to offset the city review.

As of right now, we have no planned development projects for 2024; however, we will continue to operate in a manner that is consistent with the agreement and the project approvals associated with the agreement.

Sincerely,

Brendon Carroll
Senior Project Manager

380 New York Street
Redlands, California 92373-8100 USA

909 793 2853
info@esri.com

esri.com

Report_Year
2023

Vendor Spend Posting Date	Vendor Spend Clearing Date	Vendor Spend Total Amount Local Currency	Vendor Name	Year	Vendor Spend Item Txn Reference
7/26/2023	7/28/2023	511.00	REDLANDS CITY OF	2023	2023/ENCROACHMENT PERMIT TO INSTALL WATER METER
5/11/2023	5/16/2023	225.00	REDLANDS CITY OF	2023	2023/PORTABLE METER MINI PARK
5/11/2023	5/16/2023	578.28	REDLANDS CITY OF	2023	2023/IRRIGATION METER MINI PARK
8/10/2023	8/11/2023	1,190.00	REDLANDS CITY OF	2023	2023/WATER METERS

City Council Meeting **I. 6.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of City resources and the request for in-kind support in the amount of $127,207.78 related to the Redlands Bicycle Classic hosted by the Redlands Bicycle Classic, Inc. on April 9-13th, 2025; approve temporary street closures related to the event; authorize the sale and consumption of alcoholic beverages at the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that authorization for the items associated with the Redlands Bicycle Classic to be held April 9th through April 13th, 2025 are exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act;

2. I move to authorize and approve the expenditure of city resources and in-kind support in the amount of $127,708.78 for the Redlands Bicycle Classic to be held April 9th through April 13th, 2025.

3. I move to authorize and approve the temporary street closures as detailed in the staff report for the Redlands Bicycle Classic to be held April 9th through April 13th, 2025.

4. I move to authorize and approve the sale and consumption of alcoholic beverages at the event, to be located at the 6th Street parking structure, during the Redlands Bicycle Classic, to be held April 9th through April 13th, 2025.

RECOMMENDATION:

Staff recommends that the City Council direct staff accordingly related to the street closure requests and request for sale and consumption of alcoholic beverages for the Redlands Bicycle Classic event to be held April 9th through April 13th, 2025. Staff further recommends City Council direct staff accordingly concerning expenditure for personnel, equipment resources and waiver of fees for this event.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the city. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to support programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support including the use of city equipment, staff, and facilities for special events.

The Bicycle Classic is a registered 501(c)(4) non-profit organization operating out of Redlands and has held the race and expo event locally for over 37 years. The current fee waiver request indicates 35,000 anticipated participants and spectators. The application suggests a positive outcome for the Bicycle Classic as providing local service clubs and organizations an opportunity to raise funds for charity, bringing revenue to local businesses, and recognition to the City through the hosting of a top-tier event. The indicated economic benefit is the use of local hotels, restaurants, and stores by participants and spectators. For the upcoming event scheduled from April 11th at 5:00 p.m. to April 13th at 8:00 p.m., vendors will be stationed on the upper level of the bi-level parking structure located at corner of Sixth Street and E. Citrus Ave, where the beer garden will also be located. To facilitate this event, certain streets in the downtown will be closed for the duration of the event and others will experience intermittent closures throughout the event. A detailed map of these street closures is attached to this report for further reference. The City previously approved in-kind support in the amount of $112,769.88 for the 37th Annual Bicycle Classic, 2024.

The event is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for

public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closure and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

REVIEWED BY:
Charles M. Duggan Jr., City Manager
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2024/25
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$127,708.78
Budgeted Y/N:	N

Discussion:
Please see the "Fiscal Impact" attachment for reference.

Attachments

In-Kind Request
Event Maps
Event Flyer
Verification of Non-Profit
Street Closure
Fiscal Impact 2025

City of Redlands

In-Kind Support Request

Event Name: Redlands Bicycle Classic, Inc

Event Date(s): April 9-13, 2025 **Location(s):** Various locations (downtown, Sunset, etc)

Rain Out Date: None **Beginning Time:** 1700-April 11 **End Time:** 2100-April 13

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

The all volunteer board of the Redlands Bicycle Classic Committee respectfully requests city fees be supported in-kind for the 2025 Redlands Bicycle Classic. Please refer to the attached letter for specific information.

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — 100 cones, 300 barricades, 15 signs
- [x] Police (*Public Safety Personnel)* — Thursday (4), Friday (5), Saturday (6), Sunday (15) plus volunteers
- [x] Fire (*Paramedics, Inspectors)* — Paramedics - Saturday (2) and Sunday (2). RBC will provide medical race staff.
- [x] Parks *(Cleanup Personnel, Ball Field Lights)* — Community Center Multipurpose Meeting Room - 4 pre-event meetings, 6 hours total (3/13, 3/20, 3/27, 4/3)
- [x] Facility — Parking structure located on Citrus Avenue between 5th and 6th street.

Refuse/Recycling *(Event Receptacles, Roll-Off Service)* acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [x] Other — Use of city Showmobile stage from April 9-13.

Group/Organization Name: Redlands Bicycle Classic, Inc

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:**

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes

Primary Contact Name & Title: Marc Shaw, Executive Director

Mailing Address: P.O. Box 7880 Redlands, CA 92375

Phone Number: (909) 206-6740 **E-Mail Address:** mshaw@redlandsclassic.com

Updated 6/2021

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

This event provides local service clubs and organizations with an opportunity to raise funds for charity and brings revenue to local businesses and the city. The event also brings recognition to the city through its hosting of a world-renowned event.

Describe what economic benefit and impact this event will bring to the City:

With approximately 35,000 attendees, local businesses will see an increase in revenue. Spectators and participants will shop in local stores, dine in local restaurants and spend money throughout the city.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	35,000	35,000	150
Attendance: Non-Residents	10,000	10,000	50
Food & Beverage Sales	N/A	N/A	$25k to service clubs
Merchandise Sales	$7,500	$7,500	$10,000+
Ticket/Entrance Fees	Free to spectators	Free to spectators	Expo rental fees - $10,000
Other	N/A	N/A	N/A
Total Revenue	All funds are used	for future year's events	$35,000

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: Marc Sh **Title:** Executive Director

Please Print Your Name: Marc Shaw **Date:** 12/30/2024

To Be Completed by the City of Redlands

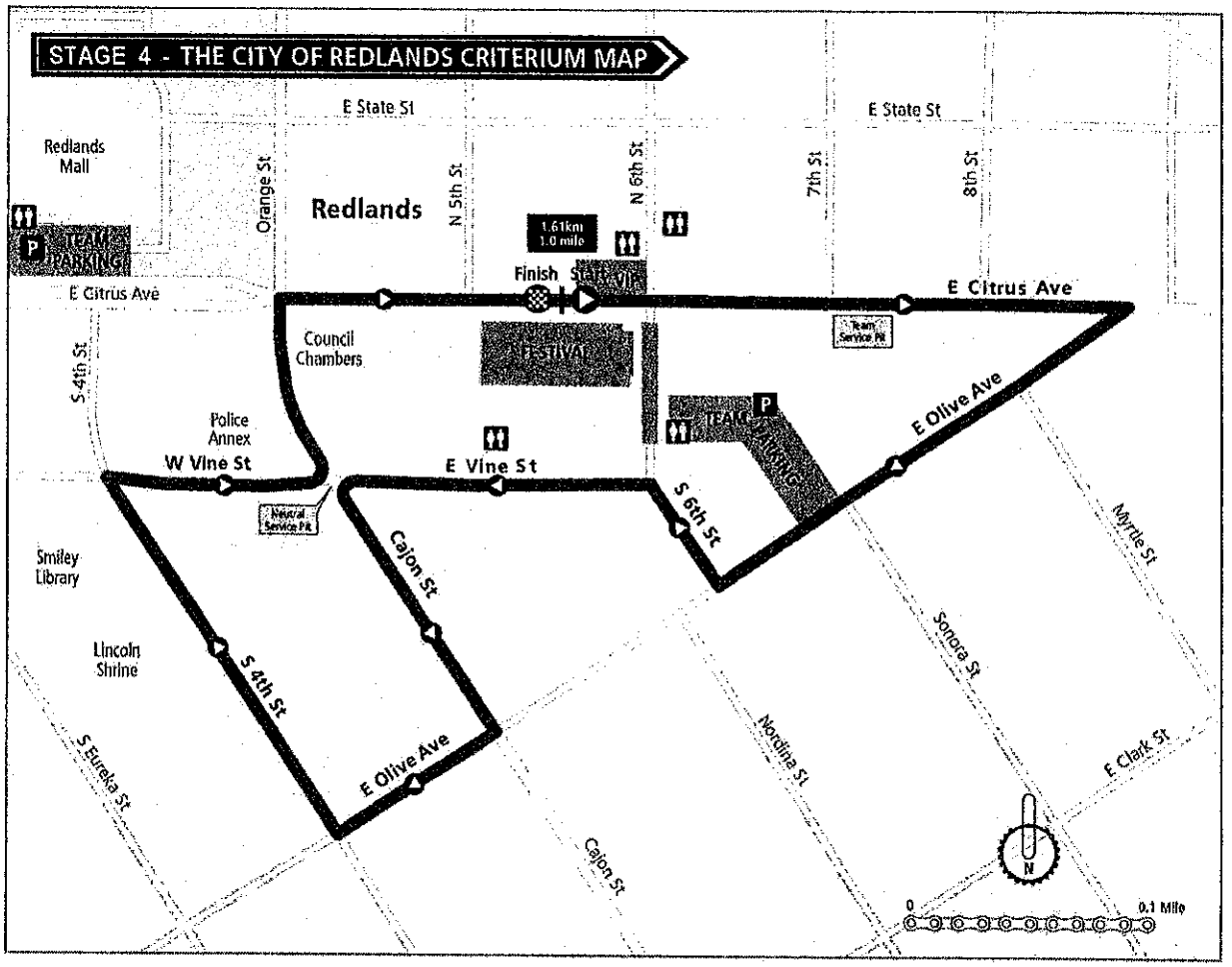
Date Received: 01/06/2025 **Received By:** Jackson Ramirez

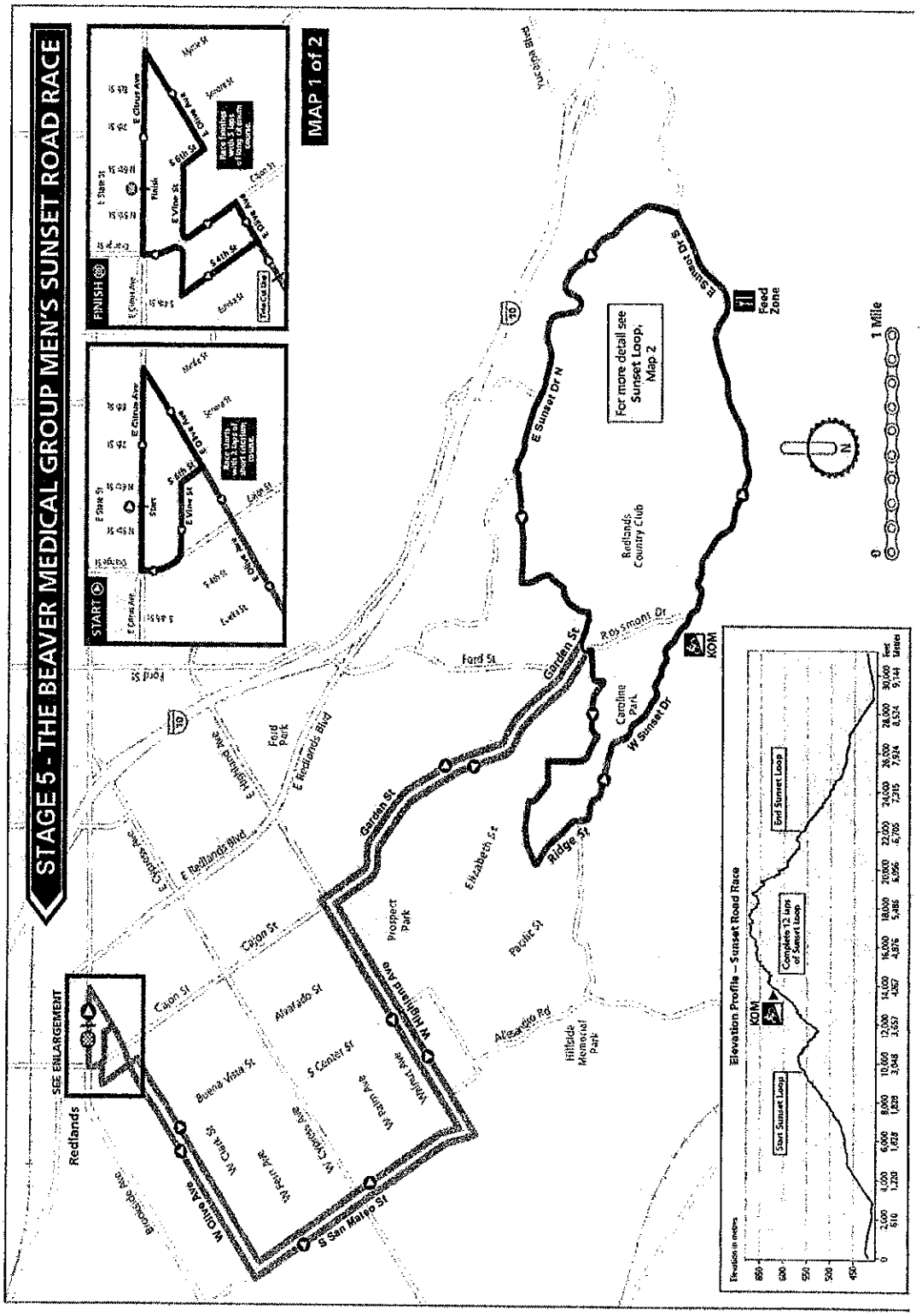
Notes:

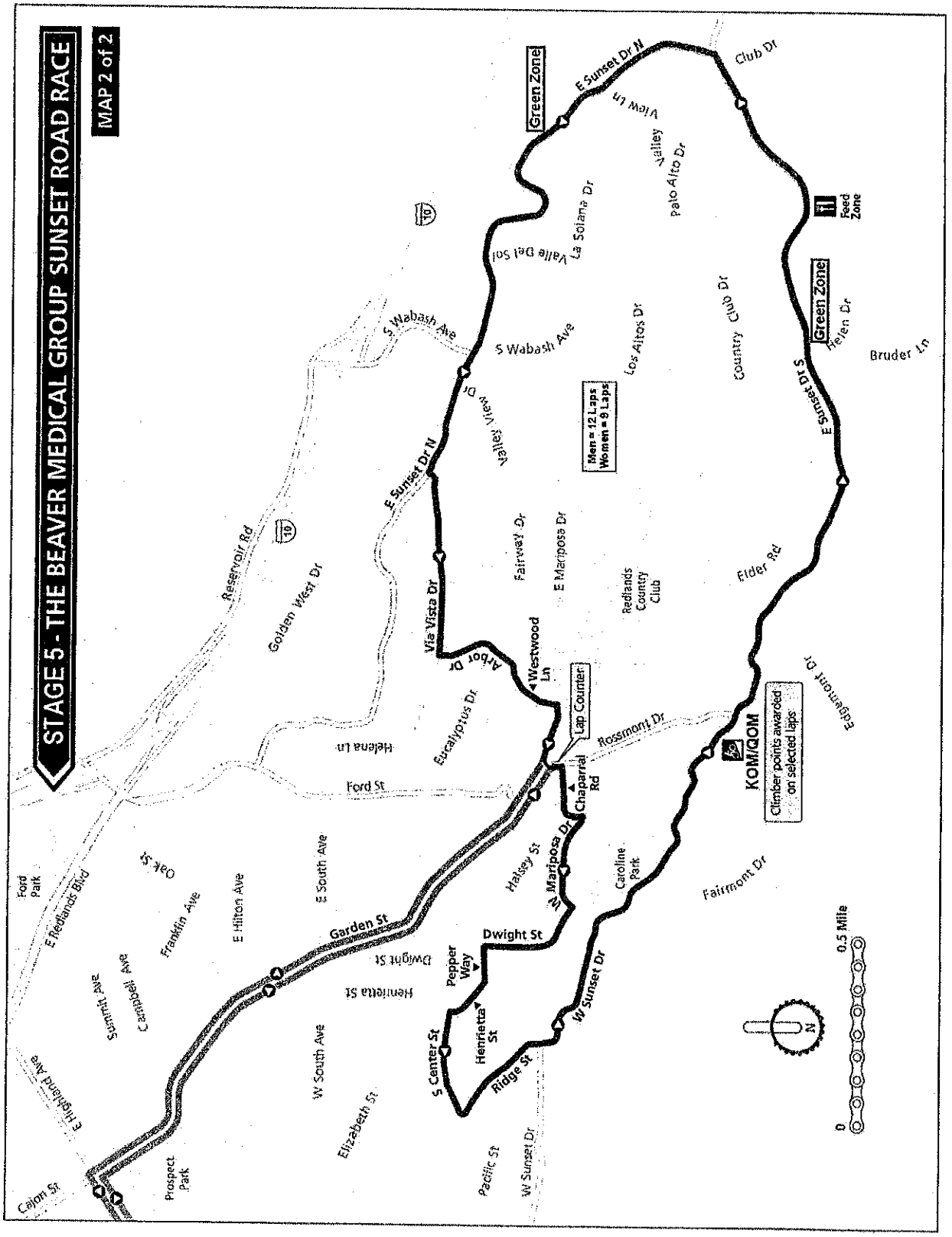
City Manager Approval: City Council Approval:

Redlands Downtown Overview

Redlands Downtown Overview


STAGE 4 - THE CITY OF REDLANDS CRITERIUM MAP
E State St
E State St
Redlands Mall
Orange St
Redlands
N 5th St
N 6th St
7th St
8th St
TEAM PARKING
1.61km
1.0 mile
Finish
START
E Citrus Ave
E Citrus Ave
Council Chambers
FESTIVAL
Team Service Pit
S 4th St
Police Annex
W Vine St
E Vine St
TEAM PARKING
E Olive Ave
S 6th St
Neutral Service Pit
Cajon St
Smiley Library
Myrtle St
Lincoln Shrine
S 4th St
Sonora St
Nordina St
E Clark St
S Eureka St
E Olive Ave
Cajon St
N
0
0.1 Mile


STAGE 5 - THE BEAVER MEDICAL GROUP MEN'S SUNSET ROAD RACE
MAP 1 of 2
START
FINISH
Start
Finish
Race starts with 1 Lap of Sunset Loop, 11 laps of Cajon course.
Race Starts with 12 Laps of Sunset Loop
SEE ENLARGEMENT
Redlands
Cajon St
Alvarado St
Buena Vista St
S Center St
W Vista St
W Pearl Ave
W Cypress Ave
W Palm Ave
Walnut Ave
W Olive Ave
S San Marco St
Broadway Ave
E Highland Ave
Ford Park
E Redlands Blvd
Ford St
Prospect Park
Garden St
Elizabeth St
Pacific St
W Highland Ave
Alessandro Rd
Hillside Memorial Park
Ridge St
Caroline Park
W Sunset Dr
Roosevelt Dr
KOM
Redlands Country Club
E Sunset Dr N
E Sunset Dr S
For more detail see Sunset Loop, Map 2
Feed Zone
Yucaipa Blvd
1 Mile
Elevation Profile – Sunset Road Race
Start Sunset Loop
Complete 12 laps of Sunset Loop
End Sunset Loop
Elevation in meters
Feet
Miles


STAGE 5 - THE BEAVER MEDICAL GROUP SUNSET ROAD RACE
MAP 2 of 2
Green Zone
E Sunset Dr N
Club Dr
View Ln
Valley
Palo Alto Dr
La Solana Dr
Valle Del Sol
Feed Zone
Green Zone
Helen Dr
Bruder Ln
S Wabash Ave
Los Altos Dr
Country Club Dr
E Sunset Dr S
Valley View Dr
Men = 12 Laps
Women = 9 Laps
Fairway Dr
E Mariposa Dr
Redlands Country Club
Elder Rd
Reservoir Rd
Golden West Dr
Via Vista Dr
Arbor Dr
Westwood Ln
Lap Counter
Rossmont Dr
Chaparral Rd
Eucalyptus Dr
Helena Ln
Ford St
KOM/QOM
Climber points awarded on selected laps
Edgemont Dr
Ford Park
E Redlands Blvd
Oak St
Franklin Ave
E Hilton Ave
E South Ave
Garden St
Hatsey St
N Mariposa Dr
Caroline Park
Fairmont Dr
Summit Ave
Campbell Ave
Dwight St
Pepper Way
Henrietta St
W Sunset Dr
Ridge St
S Center St
W South Ave
Elizabeth St
Pacific St
E Highland Ave
Cajon St
Prospect Park
0.5 Mile
0
N

Redlands BICYCLE CLASSIC
"Where Legends Are Born!"

2025 PRELIMINARY SCHEDULE OF EVENTS

Tuesday, April 8

Thursday, April 10
Start at Redlands Airport, Finish on Hwy 38, Onyx Summit

9:30 am	**Stage 2 – Trek Onyx Summit Road Race for Men**	**74 miles**
10:30 am	**Stage 2 – Trek Onyx Summit Road Race for Women**	**54 miles**

Friday, April 11
Start/Finish Line on Sand Canyon, near Crafton Hills College entrance

8:30 am	**Stage 3 – Sand Canyon Circuit Race for Women**	**8 laps, 36.8 miles**
10:30 am	**Stage 3 – Sand Canyon Circuit Race for Men**	**11 laps, 50.6 miles**
12:45 pm	**Stage 1 – Shimano Circuit Race for Juniors**	**6 laps, 27.6 miles**

Saturday, April 12
Start/Finish Citrus Avenue, Downtown Redlands

6:30 am	Registration opens for Redlands Grand Fondo Rides	
7:00 am	Registration opens for Stater Bros. Charities Public Races with School Duel	
8:00 am	Grand Fondo Rides start – 62 mile, 40 mile, 23 mile	
8:30 am	Stater Bros. Charities Public Races with School Duel	
10:00 am	BMX Show in Kid's Corner	
11:45 am	**Stage 2 – Shimano Criterium for Younger Juniors**	**.65 mile course (30 minutes)**
12:25 pm	**Stage 2 – Shimano Criterium for Women Juniors**	**1 mile course (35 minutes)**
1:15 pm	**Stage 2 – Shimano Criterium for Men Juniors**	**1 mile course (45 minutes)**
2:05 pm	Flag Ceremony and National Anthem	
2:20 pm	**Stage 4 – Arrowhead Orthopaedics Criterium for Women**	**1 mile course (75 minutes)**
4:00 pm	**Stage 4 – Arrowhead Orthopaedics Criterium for Men**	**1 mile course (90 minutes)**

Sunday, April 13
Start/Finish Citrus Avenue, Downtown Redlands

5:30 am	Registration opens for Redlands Downtown Runs, Criteriums	
6:30 am	Crafton Hills College Redlands Mile Run (timed)	1.0 mile modified course
7:00 am	Crafton Hills College 5k Run / Family Fun Walk (till 8:00 am)	3 laps of 1.0 mile modified course
8:15 am	**Stage 3 – Shimano Criterium for Juniors**	**0.65 mile course (45 minutes)**
9:10 am	Criterium for Women Novice/Cat 3/4	0.65 mile course (30 minutes)
10:00 am	**Stage 5 – City of Redlands Sunset Road Race for Women**	**9 laps, 68.1 miles**
10:10 am	Criterium for Women Pro, 1-3 (non-stage)	0.65 mile course (45 minutes)
11:00 am	Cornhole Tournament – Vendor Level	
11:05 am	Criterium for Men Masters 30+/40+ (Cat 1-4)	0.65 mile course (45 minutes)
12:00 pm	Criterium for Novice (Cat 5)	0.65 mile course (30 minutes)
2:00 pm	**Stage 5 –City of Redlands Sunset Road Race for Men**	**12 laps, 91.1 miles**
2:10 pm	Criterium for Men 3/4	0.65 mile course (40 minutes)
3:00 pm	Criterium for Men Masters 45+/55+ (Cat 1-4)	0.65 mile course (45 minutes)
3:55 pm	Criterium for Men Pro, 1, 2 (non-stage)	0.65 mile course (75 minutes)

2024 REDLANDS BICYCLE CLASSIC
Facts and Figures

Start

Finish

April
5 Fun Filled Days
Countless Hours of Dedication
Endless Joy of another GREAT Year!

September
38th RBC Year
50 Committee members
107 Race staff volunteers

532 Youth racers
425 Plain Wrap riders
122 Runners/Walkers

26 Cash sponsors
50 In-kind sponsors

36 Kegs of beer served
1,100 Pancake breakfasts served
145 Vendor booths
30 Cornhole competitors
3 Live Bands

5,590,465 Feet climbed

192 Men's racers
26 Men's teams
133 Women's racers
21 Women's teams
286 Amateur racers

75 Host families
325 Racers housed

36 School visits
8360 Students

55,734 Miles raced

62 Porta potties
300 Barricades
7,000 Zip ties
87 Insulation bales
45 EZ Ups
500 No parking signs
500 Trash bags
4 miles of temporary fencing

Feed Zone

657 Volunteer lunches served

15 Countries Represented

29 Race vehicles
278 Race marshals
27 Race physicians

1000 Race banners
534 Radio spots
18 Billboard Ads
124,729 Website hits (during race week)
8 Newspaper ads
20 Press releases
160 Yard signs posted
250 Posters

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: [illegible] 16 2011

REDLANDS BICYCLE CLASSIC INC
PO BOX 7880
REDLANDS, CA 92375

Employer Identification Number:

DLN:
17053004307002
Contact Person:
PAUL F CAPPEL II ID# 31665
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Effective Date of Exemption:
December 30, 2011
Contribution Deductibility:
No
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(4) of the Internal Revenue Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Please see enclosed Publication 4221-NC, Compliance Guide for Tax-Exempt Organizations (Other than 501(c)(3) Public Charities and Private Foundations), for some helpful information about your responsibilities as an exempt organization.

Contributions to you are not deductible by donors under section 170(c)(2) of the Code.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-NC

Letter 948 (DO/CG)

REDLANDS BICYCLE CLASSIC INC

Based on the information submitted with your application, we approved your request under Notice 2011-44 and the effective date of exemption is December 30, 2011, the postmark date of your application.

Letter 948 (DO/CG)

Event: Redlands Bicycle Classic

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Redlands Bicycle Classic, Inc.

To close (street names) various streets per attached

Between (street names) various streets per attached

On (date) 4/11/25 **Event times -** from (time) 5pm ☐ am ☐ pm to (time) April 13, 2025 a ☐ am ☑ pm

Address of Applicant: P.O. Box 7880 Redlands, CA 92375

Signature of Applicant: Marc Sh Phone No. 909-963-9099

Condition(s): All traffic and road closures to be coordinated with/by the Redlands Police Department.

Event Description: Redlands Bicycle Classic / Professional bicycle race, community event, public events

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ Chief of Police — Date 1/8/2025
2. _____ Municipal Utilities & Engineering Department — Date 01/09/2025
3. _____ Facilities & Community Services Department — Date 1/6/25
4. _____ Risk Management Division — Date 02/03/25

Street Closure time: From 4/11/25 ☐ am ☐ pm To 4/13/25 ☐ am ☐ pm

Staff Notes:

EVENT STAFF TO FACILITATE ALL CLOSURES.

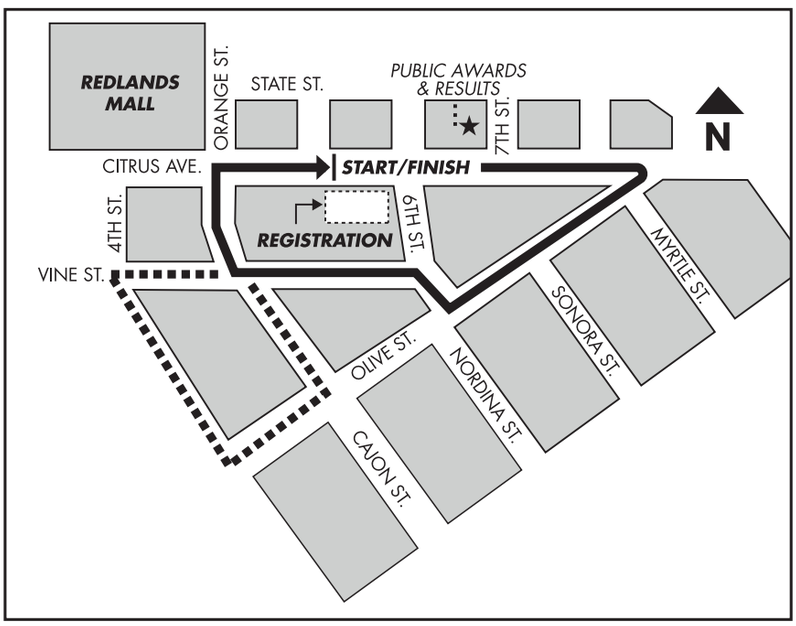
Redlands BICYCLE CLASSIC PRESENTED BY SAN MANUEL BAND OF MISSION INDIANS
P.O. Box 7880 Redlands, California 92375

PRESORT STANDARD
U.S. POATAGE PAID
SAN BERNARDINO, CA
PERMIT # 2758

* * *SPECIAL EVENT* * *
ROAD CLOSURE & COURSE INFORMATION

SATURDAY & SUNDAY
APRIL 13 & 14, 2024
DOWNTOWN REDLANDS
www.redlandsclassic.com
info@redlandsclassic.com

B



PUBLIC RACE COURSE "A" (0.65 mi.)
PRO CRITERIUM COURSE (1.0 MI.)

The 2024 Redlands Bicycle Classic extends a special thanks to the businesses and residents along our Redlands courses. This annual event is held on city streets in various locations and requires that some streets included on the routes be closed to all but emergency vehicles and local residents and businesses while the races are in progress. We are making every effort to provide a safe racing environment for the participants, while causing minimum disruption to the residents of our city. The downtown events, including the Redlands Downtown Criteriums, will take place throughout the day on Saturday and Sunday, April 13 & 14. Set up will begin on Friday, April 12 at 4pm. The routes around the downtown area will be the same as in past years.

- We have a variety of events planned over the weekend, from youth and adult public races to professional world-class cyclists. Cyclists will be traveling along the race route at various times during the race. We encourage you to watch and enjoy the competition. Spectators may walk along the roadways to see and enjoy all aspects of this exciting event. Please feel free to encourage these athletes in their quest to reach the finish line!
- If you anticipate leaving your business or residence during race time, please expect the possibility of a delay until the course is clear of cyclists. At that time, you will be allowed onto the course in the direction of the race and asked to exit the course as soon as possible. If you have a particular problem while getting to a location, please contact the nearest Police Officer or other traffic official.
- If possible, we ask that you please park your vehicle on a street off the course that will enable you to quickly exit the area.
- To reduce the inconvenience to motorists, we have made every effort to place Race Marshals in various locations throughout the course to assist you in getting around. It is most important that any vehicle departures from a driveway onto the race course be assisted by a Race Marshal.
- Loose dogs on a bicycle course present a significant threat to cyclists traveling at speeds in excess of 30 miles an hour. Please ensure that your pet is controlled throughout the event. Please alert gardeners and special delivery people of the potential delays that may be encountered along the race course.

For your convenience we have included a complete list of Road Closures and No Parking Zones. You may also visit our website at www.redlandsclassic.com for a complete list of Race Schedules, road closures, no parking schedules, along with any additional information that you might be interested in. If you have special needs, or are concerned about any aspect of the event, please contact the Redlands Bicycle Classic at info@redlandsclassic.com.

We thank you for your cooperation,
REDLANDS BICYCLE CLASSIC ORGANIZATION

CITY OF REDLANDS ROAD CLOSURES & NO PARKING INFORMATION

For a list of all road closures & no parking zones, please visit www.redlandsclassic.com

ROAD CLOSURES

Friday 4/12/24 Beginning at 5:00 pm
Citrus Avenue - Orange Street to Seventh Street

Saturday 4/13/24 All Day
Citrus Avenue - Orange Street to Olive Avenue
Olive Avenue - Citrus Avenue to Sixth Street
Olive Avenue - Cajon Street to Fourth Street
Sixth Street - State Street to Olive Avenue
Vine Street - Sixth Street to Fourth Street
Cajon/Orange Street - Citrus Avenue to Olive Avenue
Fourth Street - Olive Avenue to Citrus Street

Sunday 4/14/24 7:00 am to 6:00 pm
Citrus Avenue -Seventh Street to Olive Avenue
Olive Avenue - Citrus Avenue to Vine Street
Sixth Street - State Street to Vine Street
Vine Street - Sixth Street to Fourth Street
Cajon/Orange Street - Olive Avenue to Citrus Avenue

Sunday 4/14/24 10:00 am to 6:00 pm
Sunset Loop Course including portions of
Olive Avenue, San Mateo Street, Highland Avenue,
Cajon Street, Garden Street and Sunset Drive

Sunday 4/14/24 11:00 am to 6:00 pm
Cajon Street - Vine Street to Olive Avenue
Olive Avenue - Cajon Street to Eureka Street
Fourth Street - Olive Avenue to Vine Street Vine
Street - Fourth Street to Cajon Street

Sunday 4/14/24 All Day
Citrus Avenue - Orange Street to Olive Avenue

NO PARKING

Friday 4/12/24 through Sunday 4/14/24
Sixth Street - Citrus Avenue to Vine Street Sixth
Street - Citrus Avenue north to alley Citrus Avenue
Parking Structure (Expo Area)

Saturday 4/13/24 All Day &
Sunday 4/14/24 7:00 am to 6:00 pm
Olive Avenue - Citrus Avenue to Sixth Street
Seventh Street - State Street to Citrus Avenue
Eighth Street - State Street to Citrus Avenue
Ninth Street - State Street to Citrus Avenue

Saturday 4/13/24 All Day &
Sunday 4/14/24 11:00 pm to 6:00 pm
Cajon Street - Vine Street to Olive Avenue
Olive Avenue - Cajon Street to Fourth Street
Fourth Street - Olive Avenue to Vine Street
Vine Street - Fourth Street to Cajon Street

Sunday 4/14/24 10:00 am to 6:00 pm
Various locations on the Sunset Loop including
Garden Street, Mariposa Drive, Henrietta Drive,
Center Street, Ridge Street, Westwood Drive, Palo
Alto Drive, Wabash Avenue, Citrus Avenue, Redlands
Blvd, Highland Avenue

Sunday 4/14/24 6:00 am to 1:00 pm
Olive Avenue – Cajon Street to Sixth Street –
Reserved Only

2023 Redlands Bicycle Classic presented by San Manuel Band of Mission Indians

P.O. Box 7880 Redlands, California 92375

* * * SPECIAL EVENT * * *
ROAD CLOSURE & COURSE INFORMATION

SUNDAY
APRIL 14, 2024
BEAVER MEDICAL GROUP
SUNSET ROAD RACE

www.redlandsclassic.com
info@redlandsclassic.com

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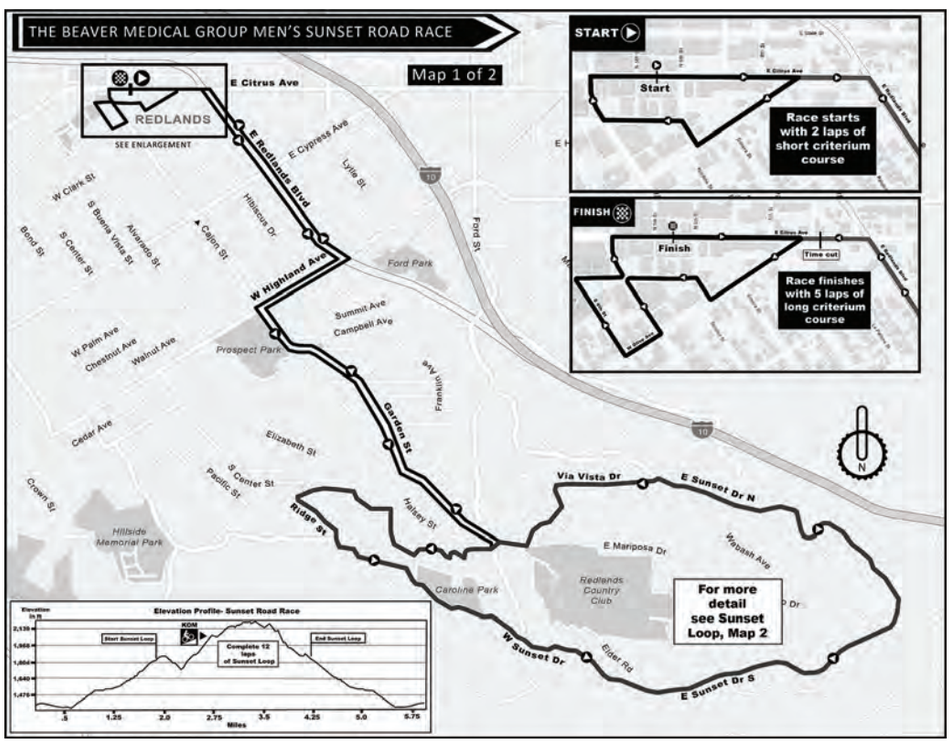
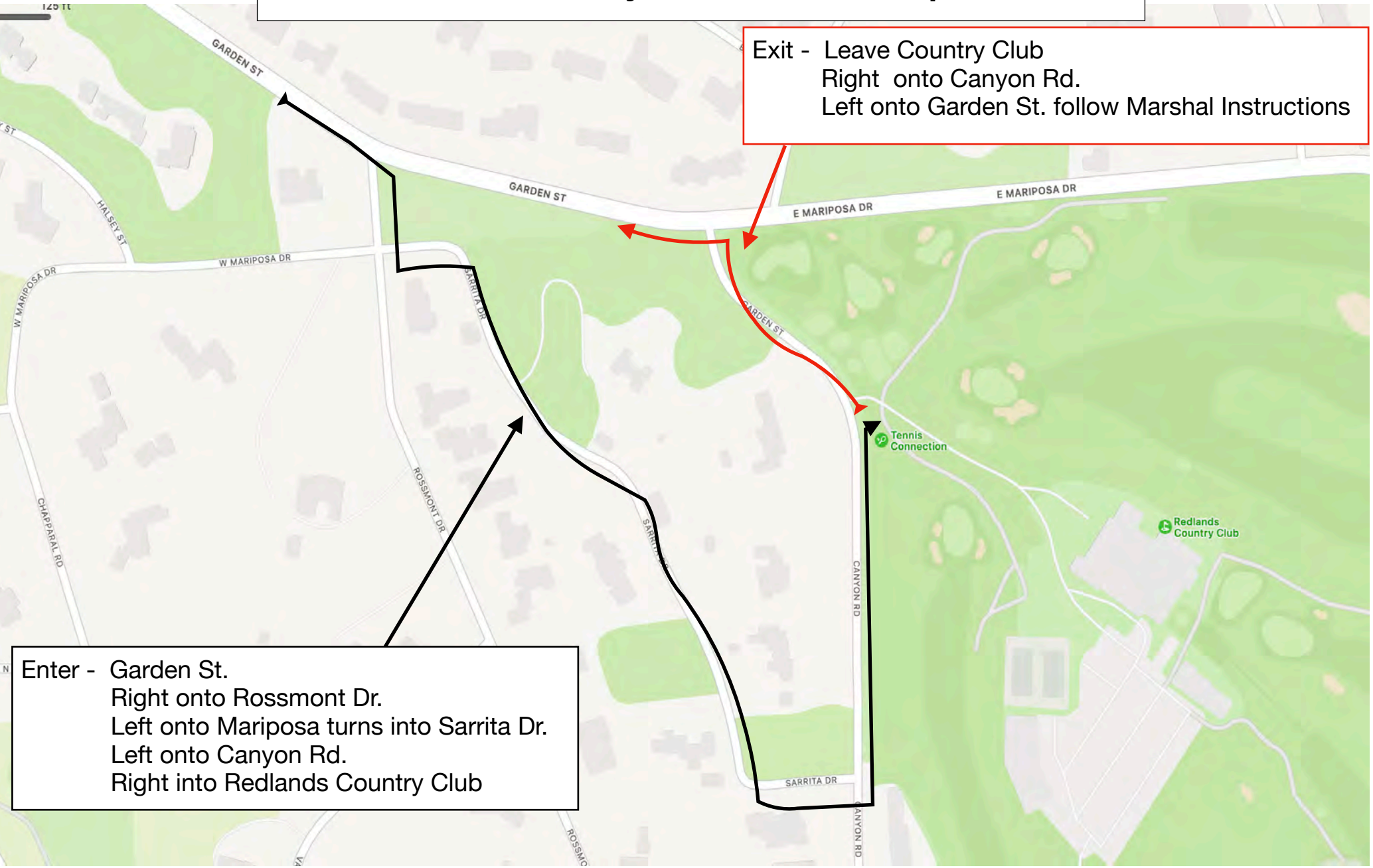


Redlands Country Club Driving Directions April 14, 2024
Redlands Bicycle Classic 9am - 6pm



In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2024-2025 Amount**	**Type**	**2023-2024 Amount**
Police Personnel[1]	$104,480.00	Hard Cost	$81,030.00
Fire Personnel[1]	$8,730.28	Hard Cost	$19,082.88
Facilities & Community Services Personnel[1]	$2,482.50	Hard Cost	$2,112.00
Personnel & Equipment Subtotal	$115,572.78		$102,224.88
Fees Established by City Council Resolution			
Park Reservation	$420.00	Soft Cost	$0.00
FCS Equipment	$695.00	Soft Cost	$945.00
Fire Equipment	$10,400.00	Soft Cost	$9,600.00
Fees Subtotal	**$11,095.00**		**$10,545.00**
Total Departmental Charges and Fees	$126,667.78		$112,769.88
	$115,992.78 **$10,820.00** **$127,207.78**	Hard Cost Soft Cost Total	**$102,224.88** **$10,545.00** **$112,769.88**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2024-25 to date:

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$222,680.52	$19,874.70	$0.00	$242,555.22	$242,555.22

City Council Meeting **I. 7.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of City resources and the request for in-kind support in the amount of $7,944 related to the Downtown Redlands Artwalk hosted by Kid Cures Foundation on March 30, 2025, temporary street closures related to the event, and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to authorize and approve the expenditure of city resources and in-kind support in the amount of $7,944 and the temporary street closures as detailed in the staff report.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (CEQA), and approve the temporary street closures related to this event. Staff further recommends that the City Council direct staff accordingly regarding the request for in-kind support in the amount of $7,944 for personnel and equipment resources.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to support programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support including the use of city equipment, staff, and facilities for special events.

The Kid's Cures Foundation is requesting a waiver of fees and departmental resources including Police Personnel, Facilities & Community Services personnel and equipment. The Kid's Cures Foundation has requested the use of Ed Hales Park. They are also requesting a temporary street closure on State Street between Orange Street and 7th Street on March 30, 2025, for their annual Downtown Redlands Art Walk. This will also drive the closure of 5th Street between Ed Hales parking lot driveway north of State Street and the alley driveway south of State Street. In addition, 6th Street will be closed to through traffic, but curb parking will remain available up to State Street. This street closure will be in effect between 8:00 a.m. and 7:00 p.m. on the day of the event.

The Kids Cures Foundation is a registered non-profit organization operating out of the City of Beaumont, CA., per the submitted application. The organization has a commitment to raising funds to help and supply children with art that can be therapeutic to their healing. This organization also provides gifts for children during the holidays. Based on the submitted application, the event is expected to attract approximately 2,500 attendees, generating increased foot traffic for local businesses. Feedback from both businesses and community members has been positive, highlighting strong support for the event.

The City previously approved in-kind support in the amount of $5,734.00 for the Downtown Redlands Artwalk. The Kid Cures Foundation has successfully hosted 13 of these events that gathered hundreds of people in Downtown Redlands businesses benefiting local restaurants, shops and the community.

The event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of the construction or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms, or similar items in generally the same locations from time to time in publicly owned parks or other facilities

designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closure and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

REVIEWED BY:
Charles M. Duggan Jr., City Manager
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2024/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$7,944
Budgeted Y/N:	N

Discussion:
Please see the "Fiscal Impact" attachment for reference.

Attachments

In-Kind Support Request
Verification of Non-Profit
Street Closure and Map
Fiscal Impact

City of Redlands *In-Kind Support Request*

Event Name: Downtown Redlands Artwalk

Event Date(s): March 30, 2025 **Location(s):** State Street (orange to 7th), Ed Hales Park

Rain Out Date: **Beginning Time:** 9 am **End Time:** 7pm

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Looking to bring back the official DTR Artwalk we have held for many years. We are planning on including a Car/Motorcycle section with this event. We will have live music as many years past. Jacks Toys will also have an area for children and other business owners on the street are excited to be a part of this event.

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — no parking signs, barricades blocking the street
- [ ] Police (*Public Safety Personnel*) — security
- [ ] Fire (*Paramedics, Inspectors*)
- [ ] Parks (*Cleanup Personnel, Ball Field Lights*)
- [x] Facility — Ed Hales Park

Refuse/Recycling (*Event Receptacles, Roll-Off Service*) acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [ ] Other

Group/Organization Name: Kid's Cures Foundation

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:**

Does your Group/Organization Presently Have Liability Insurance? [ ] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past?

Primary Contact Name & Title: Jeff Platt, President

Mailing Address: 906 Beaumont Ave, Beaumont CA. 92223

Phone Number: 951-769-8700 **E-Mail Address:** info@kidscures.org

Updated 6/2021

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

Bring awareness to a great organization that was built from such a tragic loss. A commitment to bring funds to help/supply/show children that art can be therapeutic to their healing and struggle. This organization also provides gifts for children during the holidays so parents can focus on being with their children and not worry about them feeling left out when it comes to gifts and support.

Describe what economic benefit and impact this event will bring to the City:

It brings people to downtown state street where it benefits the businesses that are open on Saturday. Knowing that this giving city played a part in providing for children that are struggling is just another motion that reflects what this city stands for. We have businesses on State St that are involved in the return of this event. The last event was a great success with tons of positive feedback from so many people in the community. We

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	1500	1500	25
Attendance: Non-Residents	1000	1000	20
Food & Beverage Sales	0	0	0
Merchandise Sales	0	0	0
Ticket/Entrance Fees	N/A	N/A	N/A
Other			
Total Revenue	2500	2500	45

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: Jessie Klaas **Title:** Main Event Coordinator

Please Print Your Name: Jessie Klaas **Date:** November 2nd 2024

To Be Completed by the City of Redlands

Date Received: 01/13/2025 **Received By:** Jacqueline Ramnez

Notes:

City Manager Approval: City Council Approval:

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 0 3 2009

OPERATION KIDZ KOMFORT
C/O SHANNON C SMITH
242 MAPLE AVE STE H
BEAUMONT, CA 92223

Employer Identification Number:

DLN:
17053288353009
Contact Person:
RENEE RAILEY NORTON ID# 31172
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
December 15, 2008
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

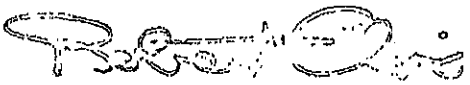
Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

OPERATION KIDZ KOMFORT

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Event: DTR - Artwalk

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Jessie Klass

To close (street names): State Street

Between (street names) Orange to 7th

On (date) 3/30 **Event times -** from (time) 12 ☐ am ☒ pm to (time) 6 ☐ am ☒ pm

Address of Applicant: 35015 Nicklaus Nook Beaumont CA 92223

Signature of Applicant: Jessie Klass Phone No. 909-205-5465

Condition(s): art show with additional block for car show. Ed hales park will have live music.

Event Description: Art Show with Vendors, Family friendly event with music, car show + food.

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ Chief of Police — Date 1/21/2025

2. _____ Municipal Utilities & Engineering Department — Date

3. _____ Facilities & Community Services Department — Date 1/15/25

4. _____ Risk Management Division — Date 1/22/25

Street Closure time: From 8 ☒ am ☐ pm To 7 ☐ am ☒ pm

Staff Notes:

DTR Artwalk Street Closure

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2024-2025 Amount**	**Type**	**2023-2024 Amount**
Police Personnel[1]	$5,450.00	Hard Cost	$4,440.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$2,400.00	Hard Cost	$1,200.00
Personnel & Equipment Subtotal	$7,850.00		$5,640.00
Fees Established by City Council Resolution			
Park Reservation	$94.00	Soft Cost	$94.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	$94.00		$5,734.00
Total Departmental Charges and Fees	$7,850.00		$5,734.00
	$7,850.00 **$94.00** **$7,944.00**	Hard Cost Soft Cost Total	**$5,640.00** **$94.00** **$5,734.00**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2024-25 to date:

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$211,673.02	$19,780.70	$0.00	$231,453.72	$231,453.72

City Council Meeting **I. 8.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Agreement with Willdan Engineering for Code Enforcement Services to increase the total agreement amount from $160,000 to an amount not to exceed $185,000 (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve the First Amendment to the Agreement with Willdan Engineering for Code Enforcement Services.

RECOMMENDATION:

Staff recommends that the City Council approve a First Amendment to the Agreement with Willdan Engineering for Code Enforcement Services to increase the total agreement from $160,0000 to an amount not to exceed $185,000.

DISCUSSION:

The Code Enforcement Division is responsible for improving the quality of life, protecting property values, and ensuring the health and safety of our community through fair and consistent enforcement of the Redlands Municipal Code. Such enforcement activities include, but are not limited to, enforcement of codes related to property maintenance, graffiti, inoperative vehicles, unsafe conditions, unsafe buildings, unpermitted (unsafe) construction, and eradicating neighborhood blight.

In July 2024, the City Council approved a professional services agreement with Willdan Engineering for code enforcement services in an amount not to exceed $160,000. During Fiscal Year 2024-25, the Code Enforcement Division

experienced staff shortages through vacant positions and employee leaves of absence. To maintain adequate service to the community, contracted staff hours were increased. The First Amendment attached to this report will increase the agreement from $160,000 to an amount not to exceed $185,000 to allow contracted services to continue until June of this year. The additional $25,000 will ensure Code Enforcement Services are adequately provided to the community.

ALTERNATIVES:

The City Council may elect not to approve the First Amendment to the Agreement and direct staff accordingly.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Tricia Swope, Manager, Facilities and Community Services

Fiscal Impact

Fiscal Year:	FY 2024-25
Appropriation Required Y/N:	No
Amount:	185000
Budgeted Y/N:	Yes
Account No.:	101306

Discussion:

Sufficient funding for this service is included in the Code Enforcement (101306) budget for Fiscal Year 2024-25 as approved by the City Council.

Attachments

A. Willdan First Amendment

B. Professional Services Agreement - Willdan

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for Code Enforcement services ("Agreement"), dated July 16, 2024, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Willdan Engineering, a California corporation ("Consultant"), is made and entered into this 4th day of March, 2025.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically regarding Compensation to Consultant.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Section 5.1 of the Agreement, entitled "Compensation," is hereby amended to read as follows:

"Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Eight Five Thousand Dollars ($185,000). City shall pay consultant on a time and materials basis up the the not to exceed amount in accordance with Exhibit "B" title "Fee Schedule" which is attached hereto and incorporated herin by reference."

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of March 4, 2025.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

WILLDAN ENGINEERING

By: _____
Vanessa Munoz, President/CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Code Enforcement Services ("Agreement") is made and entered in this 16th day of July, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Willdan Engineering, a California corporation. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Code Enforcement services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Tabitha Crocker, Facilities & Community Services Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of one (1) year commencing as of July 1, 2024, unless terminated earlier as provided herein.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Sixty Thousand Dollars ($160,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled ("Fee Schedule") which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Vanessa Munoz, President/CEO
Willdan Engineering
650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408
vmunez@willdan.com
Phone: 714-940-6300
Fax: 714-940-4920

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing

such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income,

interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein

set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained

herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

WILLDAN ENGINEERING

By: _____
Vanessa Munoz, President/CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

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EXHIBIT "A"

SCOPE OF SERVICES

Services will include, but are not limited to:

A minimum of one (1) full-time Code Enforcement Officer to perform as-needed services for the City. Depending on the needs of the City, the number of staff may be increased to two full-time and one part-time officer. The assigned officer(s) shall be dedicated to working in partnership with residents, tenants, landlords, and business owners to promote and maintain a safe and desirable living and working environment. The assigned officer(s) shall work toward a goal of resolving problems efficiently and safely. Additionally, they shall have experience in investigative practices that aid in substantiating the validity of a complaint on a property and in turn addressing verified violations through proper due process noticing.

The assigned officer(s) shall

- Comply with the City's procedures for reporting inspection results and deficiencies.
- Use City inspection correction forms.
- Complete necessary digital entries that capture site inspection results, case status communications and any documentation of notices provided to responsible parties and stakeholders.
- Conduct follow-up inspections as needed.
- Maintain records as needed for the efficient and effective operation of the City.
- Meet with members of the general public and municipal staff on a daily basis as needed.

The most common areas of concern for the City are as follows:

- Blight Enforcement

Through field contact with tenants and property owners, work efficiently in providing guidance to address blighted conditions such as overgrown weeds, trash, debris, and graffiti.

- Vendor Enforcement

Education and enforcement of unpermitted vending activity, generate inspection reports, issue Administrative Citations to vendors. Specifically related to enforcement of unpermitted vending ordinances on municipality-owned or controlled property such as parks, public rights of way (sidewalks) and areas outside the permitted vending spaces.

- Sign Enforcement

Ensuring signage, advertisements, and public notices comply with established guidelines and regulations, fostering a well-informed and compliant community.

- Rental Housing Enforcement

Assist with the inspection of residential rental properties on a routine and comprehensive basis to assure the overall quality of the unit meets the requirements of the Health and Safety Code and property maintenance guidelines. This includes educating property owners, property managers, and tenants about those requirements.

Organics Inspection Services

Perform inspection site visits, including lid flipping of residential and commercial containers. Coordinate regular on-site inspections and evaluations of residential and business recycling efforts for compliance with SB 1383.

Record keeping; track compliance levels; addresses visited, and letters issued.

Ensure all residents and businesses have a green organic waste bin or the required 60-gallon (Tan) organics containers for businesses.

Qualifications

Code Enforcement personnel shall be certified through the International Code Council, CACEO, and/or other various training programs offered through accredited institutions. In addition, personnel shall a PC832.

Scheduled Hours of work

The assigned code enforcement officer(s) will work a 5/40 schedule from Tuesday through Saturday. The hours of work may fluctuate between 8 am and 4:30 pm and 1pm to 9 pm to address vendor enforcement in the afternoon, evening and weekend hours. Changes to the set schedule will be made with a minimum of two weeks' notice.

EXHIBIT "B"

Fee Schedule

Willdan shall provide contract code enforcement services to the City of Redlands for a flat hourly rate based on the rate schedule below. All contract code enforcement services shall be billed at the Code Enforcement Officer rate for all services outlined in the Scope of Work.

In the case additional services are requested during the term of this agreement, the following hourly rates will be applied.

Service Provided	Hourly Rate	Hourly Rate with Vehicle
Code Enforcement Officer	$75	$85
Code Enforcement Officer II	$85	$95
Code Enforcement Officer II	$95	$105
Code Enforcement Officer II	$115	$125
Code Enforcement Officer II	$135	$145
Overtime	Billed at 1.5 times the hourly rate	

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

WILLDAN ENGINEERING

By: _____ Date: 7/9/24

Vanessa Muñoz, President/CEO

City Council Meeting **I. 9.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8666 and accept the grant award from the California Department of Parks and Recreation of $221,685.00 for projects related to the implementation of the Per Capita Program; and approve an additional appropriation of the same (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move to adopt Resolution No. 8666 and accept the grant award from the California Department of Parks and Recreation; and
2. I move to approve an additional appropriation of $221,685.00.

RECOMMENDATION:

Staff recommend that City Council adopt Resolution No. 8666 and accept a grant award in the amount of $221,685.00 from the State of California Department of Parks and Recreation for projects related to the implementation of the Per Capita Program; and approve an additional appropriation of the same.

DISCUSSION:

The State of California Department of Parks and Recreation offers the Per Capita Program as part of the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Acces for All Act of 2018. The purpose of the grant is to provide funding to local jurisdictions to assist with local park rehabilitation, creation, and improvement based on a per capita basis associated with Proposition 68. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.

Adoption of Resolution No. 8666 will provide funding to the City of Redlands for park improvements. This grant will specifically fund park improvements at Texonia Park, including ADA upgrades, playground replacement, a new parking lot, and restrooms. Additionally, these funds will supplement our existing capital improvement project for Texonia Park, further supporting its development. The park's conceptual design is complete, and construction drawings will be finalized soon. This project is scheduled for bid in late spring, with construction to begin within the calendar year 2025.

ALTERNATIVES:

The City Council may elect not to accept the grant award from the State of California Department of Parks and Recreation at this time.

STRATEGIC PLAN:

Priority A: Quality of Life, Strategic Objective 4 - Parks and Recreation

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Chris Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	FY 2024-26
Revenue Generating:	No
Appropriation Required Y/N:	Yes
Amount:	$221,685.00
Budgeted Y/N:	No
Account No.:	101303

Discussion:

The additional appropriation will be applied to the Parks Division fund for improvements planned for Texonia Park project.

Attachments

Reso No 8666 State Parks Grants

A. Grant Contract C9801555

B. Grant Contract C9802258

C. State Parks Match Report

D. Additional Appropriations Form

RESOLUTION NO. 8666

RESOLUTION OF THE CITY COUNCIL OF REDLANDS APPROVING APPLICATIONS FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing applications; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project applications before submission of said applications to the State; and

WHEREAS**,** the grantee will enter into contracts with the State of California to complete projects;

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

1. Approves the filing of project applications for Per Capita program grant projects; and

2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the projects; and

3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and

4. Certifies that all projects proposed will be consistent with the park and recreation element of the Redlands general or recreation plan (PRC §80063(a)), and

5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and

6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and

7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City will consider a range of actions that include, but are not limited to, the following:

(A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).

9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).

10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

11. Delegates the authority to the Facilities and Community Services Department Director, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scopes; and

12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

ADOPTED AND APPROVED this 4th day of March, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, the undersigned, hereby certify that the foregoing Resolution Number 8666 was duly adopted by the City Council following a roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT

2018 Parks Bond Act

Per Capita Grant Program

GRANTEE City of Redlands

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2028

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Redlands
Grantee

By _____
(Signature of Authorized Representative)

Title _____

Date _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO	AMENDMENT NO	FISCAL SUPPLIER I.D.			PROJECT NO.
C9801555		0000013591			18-36-086
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND.			
$177,952.00		Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM	CHAPTER	STATUTE	FISCAL YEAR
		3790-101-6088	29	18	2024/25
TOTAL AMOUNT ENCUMBERED TO DATE	Reporting Structured.	Account/Alt Account.	ACTIVITY CODE	PROJECT / WORK PHASE	
$ $177,952.00	37900091	5432000-5432000000	69801		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Redlands (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed _$177,952___, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from _July 01, 2018_ to _June 30, 2028_.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.

7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).

4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.

2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and

any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. Special Provisions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State**.

City of Redlands _____
GRANTEE

By:_____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT

2018 Parks Bond Act

Per Capita Grant Program

GRANTEE City of Redlands

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2028

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2038

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Redlands
Grantee

By
(Signature of Authorized Representative)

Title Mayor

Date

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By

Date

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO	AMENDMENT NO	FISCAL SUPPLIER I.D.			PROJECT NO.
C9802258		0000013591			
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND.			
$43,733.00		Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM	CHAPTER	STATUTE	FISCAL YEAR
		3790-1011-6088	23	19	2024/25
TOTAL AMOUNT ENCUMBERED TO DATE	Reporting Structured.	Account/Alt Account.	ACTIVITY CODE	PROJECT / WORK PHASE	
$ $43,733.00	37900091	5432000-5432000000	69803		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Redlands (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed _$43,733___, subject to the terms and conditions of this AGREEMENT and the 2019/20 California State Budget, Chapter 23, statutes of 2019, Item number – 3790-1011-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from _July 01, 2018_ to _June 30, 2028_.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.

7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.
2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and

any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. Special Provisions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State**.

City of Redlands _____
GRANTEE

By:_____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

California State Parks

Per Capita Match Calculator

Project ID: 114058
Coordinates: 34.0711, -117.1917
Date: 1/7/2025

This is the Per Capita Match Report for the site you have selected. Please review to ensure that the pin lies within the boundaries of an existing or proposed park, and submit to OGALS with your Project Application.

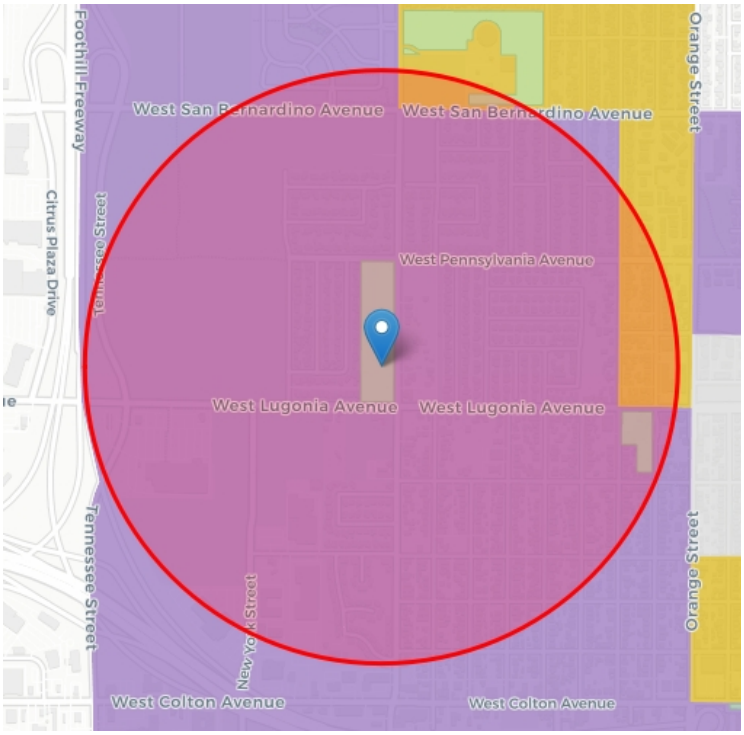
PROJECT AREA STATISTICS

County	San Bernardino
Median Household Income	$56,724
Agency Type	Other Agency

The project serves a Severely Disadvantaged Community. Match is NOT required.

- Park or Preserved Area
- Disadvantaged Community
- Severely Disadvantaged Community
- No Data

PROJECT AREA MAP



REPORT BACKGROUND

The project statistics have been calculated based on half mile radius around the point location selected. Only park acres within the project area's half mile radius are reported.

Population and people in poverty are calculated by determining the percent of any census block-groups that intersect with the project area. The project area is then assigned the sum of all the census block-group portions. An equal distribution in census block-groups is assumed. Rural areas are calculated at a census block level to improve results.

Median household and per capita income are calculated as a weighted average of the census block- group values that fall within the project area.

More information on the calculations is available on the methods page.

Demographics—American Community Survey (ACS) 5-year estimates 2017-2021; Decennial 2020 Census; the margin of error (MOE) was not analyzed.

Parks—California Protected Areas Database 2022b CFF adjusted (1/2023) - more information at http://www.CALands.org. Parks and park acres area based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks are further defined in this report: parksforcalifornia.org/park_equity#parks_data.

Users can send updated information on parks to SCORP@parks.ca.gov

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 3/04/2025

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities and Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Parks - Governmental Grants	200303	8501		$221,685.00
				$ 221,685.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Parks - Governmental Grants	200303	4401		221,685.00
				$ 221,685.00 -

JUSTIFICATION: Expenditure for eventual reimbursement by State Parks and Recreation grant for parks improvements.

Requested By: Tabitha Crocker
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **I. 10.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8661 designating an authorized City representative to sign California Department of Transportation contracts related to the granting of certain temporary construction easements and a portion of East Lugonia Avenue in fee and in fee estate (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

1. I move that the City Council adopt Resolution No. 8661.

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8661 to designate a City representative to sign California Department of Transportation contracts related to the granting of certain temporary construction easements and a portion of East Lugonia Avenue in fee and in fee estate.

DISCUSSION:

The City of Redlands will routinely work with the California Department of Transportation (Caltrans) to complete projects that require the cooperation of the two governmental organizations. Beginning in May 2024, Facilities and Community Services staff began negotiating with Caltrans to use city property temporarily for an upcoming state project. Beginning in March 2025, Caltrans will start a project to upgrade sidewalks and curb ramps along Lugonia Avenue from Occidental Drive to Wabash Avenue in order to comply with the Americans with Disabilities Act. As part of this project, temporary construction easements are required from the City of Redlands for work to occur.

Lugonia Avenue from Orange Street to Wabash Avenue is part of State Route 38. As such, Caltrans is also proposing the purchase in fee of a section of Lugonia Avenue north of the street centerline between Revelation Way and Wabash Avenue.

Caltrans has a parcel identification system different than what is normally seen in use by San Bernardino. For that reason, an explanation of the sites of the temporary easements has been broken down below:

Caltrans Parcel No. 25901-1: This site is located at 1257 Herald Street and will require 36 square feet of the City's property. The property is a vacant lot currently owned by the Facilities and Community Services department. The strip of property requested for temporary construction easement is located on the northeast corner of the parcel.

Caltrans Parcel No. 25932-1: This site is located at the northeast corner of Judson Street and Lugonia Avenue and consists of the curb return and the curb face. Caltrans is requesting the use of 1,709 square feet. The requested space fronts a City owned orange grove.

Caltrans Parcel No. 25936-1: This site is located at the northwest corner of Dearborn Street and Lugonia Avenue and consists of a curb return. Caltrans is requesting the use of 124 square feet.

Caltrans Parcel No's. 25937-1, -2: These are located on Lugonia Avenue, in the right of way, and consist of the roadway area adjacent to the curb return at the northwest corner of Revelation Way and Lugonia Avenue and the roadway north of the street centerline on Lugonia Avenue between Dearborn Street and Revelation Way. The square footage proposed to be purchased is 48 square feet and 75,685, respectively.

Caltrans Parcel No's. 25937-3, -4: These are located on Lugonia Avenue and consist of the curb return area at the northwest corner of Revelation Way and Lugonia Avenue and the curb return area at the northeast corner of Dearborn Street and Lugonia Avenue. The area Caltrans is requesting for temporary easements are 184 square feet and 118 square feet, respectively.

Caltrans Parcel No's. 25942-1, -2: These are located on Lugonia Avenue, in the right of way, and consist of the roadway area adjacent to to the curb return at the northeast corner of Revelation way and Lugonia Avenue and the roadway north of the street centerline on Lugonia Avenue between Revelation Way and just short of Wabash Avenue. The square footage proposed to be purchased is 84 square feet and 31,674 square feet, respectively.

Caltrans Parcel No. 25942-3: This is located on the curb return at the northeast corner of Revelation Way and Lugonia Avenue. The square footage proposed to

be used for temporary construction easement is 211 square feet.

Resolution No. 8661 would empower the City Manager of the City of Redlands, or the City Manager's designee, to execute contracts between the City and Caltrans for granting temporary construction easements and the purchase in fee and fee estate of sections of Lugonia Avenue.

ALTERNATIVES:

City Council could choose not to adopt the resolution related to the granting of certain temporary construction easements and portions of East Lugonia Avenue in fee and in fee estate. However, this would trigger other proceedings, which could cause delays or potentially cancel the project altogether.

STRATEGIC PLAN:

Priority D, Strategic Objective 3 - Infrastructure

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	FY 2024-26
Revenue Generating:	Yes
Appropriation Required Y/N:	No
Amount:	$6,650.00
Account No.:	101304, 538900
Discussion:	

There will be minimal generation of revenue from the use of city-owned parcels for temporary construction easements, in the amount of $6,650. The revenue will be deposited in the accounts of the Streets division and the Groves division.

Attachments

Summary Description of Parcels

A. Caltrans Project Map

B. Caltrans Parcel No. 25901 Packet

C. Caltrans Parcel No. 25932 Packet

D. Caltrans Parcel No. 25936 Packet

E. Caltrans Parcel No. 25937 Packet

F. Caltrans Parcel No. 25942 Packet

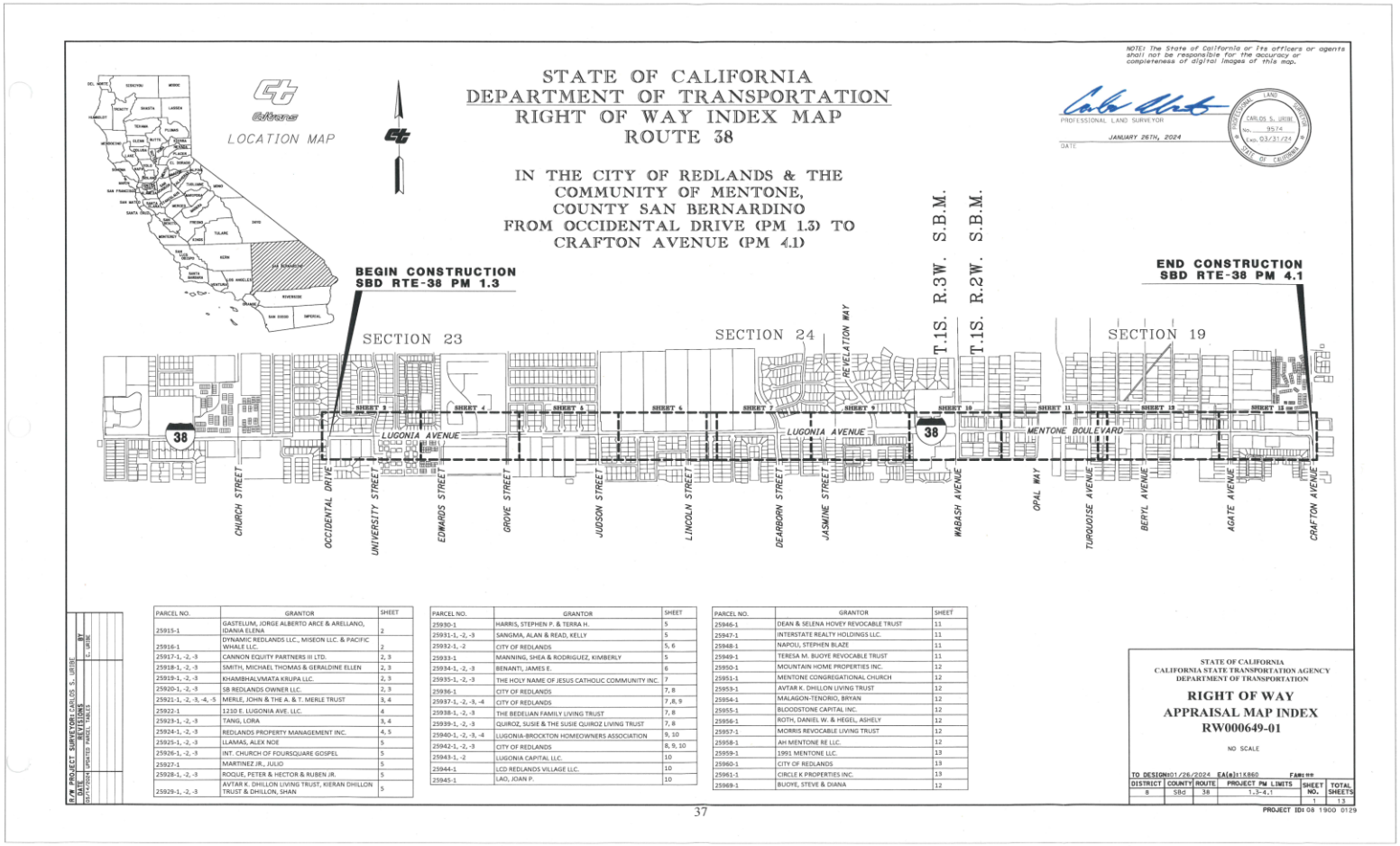
G. CalTrans Payee Form

H. Resolution No. 8661

Caltrans Parcels for Temporary Construction Easements, Purchase in Fee, and Purchase in Fee Estate

City Council
March 4, 2025

Location Map



PARCEL NO.	GRANTOR	SHEET
25915-1	GASTELUM, JORGE ALBERTO ARCE & ARELLANO, IDANIA ELENA	2
25916-1	DYNAMIC REDLANDS LLC., MISEON LLC. & PACIFIC WHALE LLC.	2
25917-1, -2, -3	CANNON EQUITY PARTNERS III LTD.	2, 3
25918-1, -2, -3	SMITH, MICHAEL THOMAS & GERALDINE ELLEN	2, 3
25919-1, -2, -3	KHAMBHALVMATA KRUPA LLC.	2, 3
25920-1, -2, -3	SB REDLANDS OWNER LLC.	2, 3
25921-1, -2, -3, -4, -5	MERLE, JOHN & THE A. & T. MERLE TRUST	3, 4
25922-1	1210 E. LUGONIA AVE. LLC.	4
25923-1, -2, -3	TANG, LORA	3, 4
25924-1, -2, -3	REDLANDS PROPERTY MANAGEMENT INC.	4, 5
25925-1, -2, -3	LLAMAS, ALEX NOE	5
25926-1, -2, -3	INT. CHURCH OF FOURSQUARE GOSPEL	5
25927-1	MARTINEZ JR., JULIO	5
25928-1, -2, -3	ROQUE, PETER & HECTOR & RUBEN JR.	5
25929-1, -2, -3	AVTAR K. DHILLON LIVING TRUST, KIERAN DHILLON TRUST & DHILLON, SHAN	5

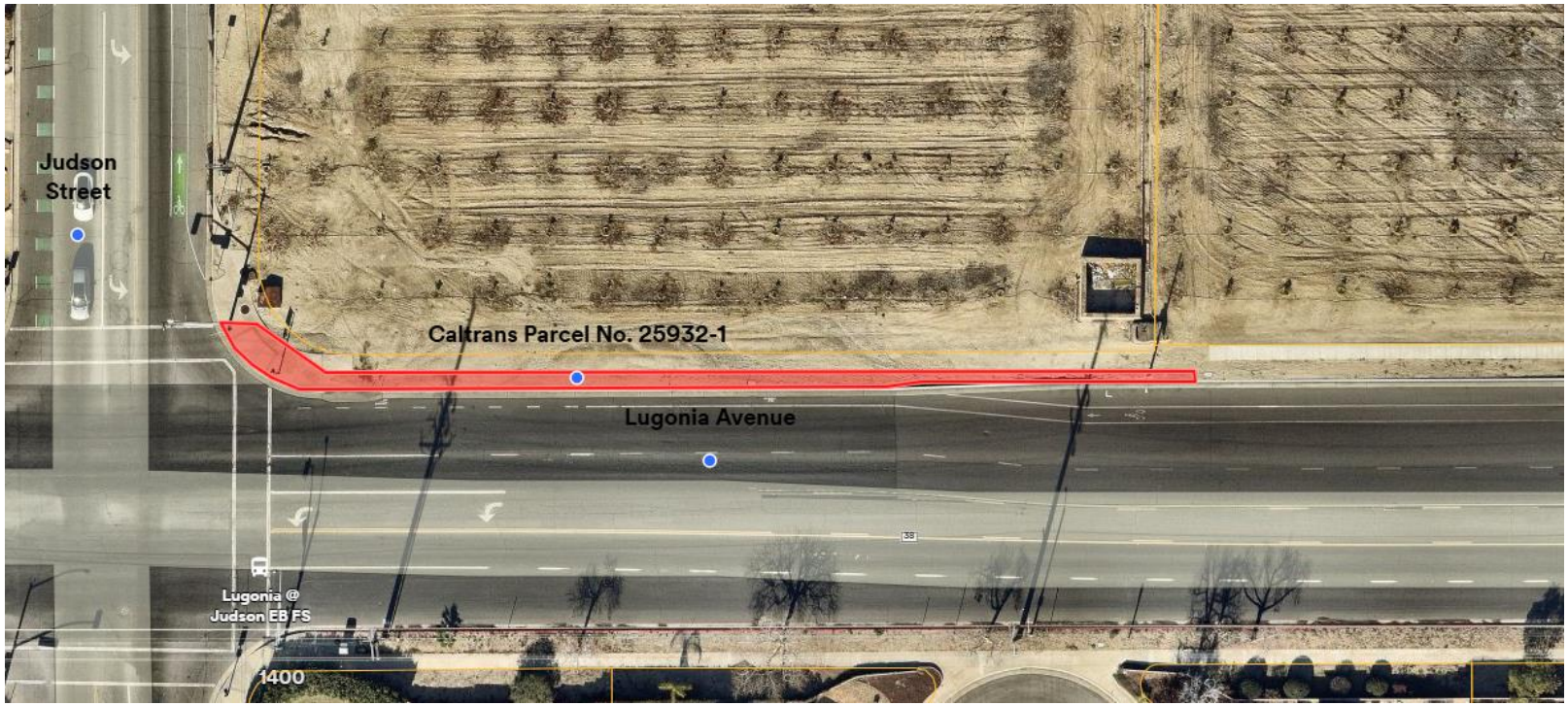
PARCEL NO.	GRANTOR	SHEET
25930-1	HARRIS, STEPHEN P. & TERRA H.	5
25931-1, -2, -3	SANGMA, ALAN & READ, KELLY	5
25932-1, -2	CITY OF REDLANDS	5, 6
25933-1	MANNING, SHEA & RODRIGUEZ, KIMBERLY	5
25934-1, -2, -3	BENANTI, JAMES E.	6
25935-1, -2, -3	THE HOLY NAME OF JESUS CATHOLIC COMMUNITY INC.	7
25936-1	CITY OF REDLANDS	7, 8
25937-1, -2, -3, -4	CITY OF REDLANDS	7, 8, 9
25938-1, -2, -3	THE BEDELIAN FAMILY LIVING TRUST	7, 8
25939-1, -2, -3	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST	7, 8
25940-1, -2, -3, -4	LUGONIA-BROCKTON HOMEOWNERS ASSOCIATION	9, 10
25942-1, -2, -3	CITY OF REDLANDS	8, 9, 10
25943-1, -2	LUGONIA CAPITAL LLC.	10
25944-1	LCO REDLANDS VILLAGE LLC.	10
25945-1	LAO, JOAN P.	10

PARCEL NO.	GRANTOR	SHEET
25946-1	DEAN & SELENA HOVEY REVOCABLE TRUST	11
25947-1	INTERSTATE REALTY HOLDINGS LLC.	11
25948-1	NAPOLI, STEPHEN BLAZE	11
25949-1	TERESA M. BUOYE REVOCABLE TRUST	11
25950-1	MOUNTAIN HOME PROPERTIES INC.	12
25951-1	MENTONE CONGREGATIONAL CHURCH	12
25953-1	AVTAR K. DHILLON LIVING TRUST	12
25954-1	MALAGON-TENORIO, BRYAN	12
25955-1	BLOODSTONE CAPITAL INC.	12
25956-1	ROTH, DANIEL W. & HEGEL, ASHELY	12
25957-1	MORRIS REVOCABLE LIVING TRUST	12
25958-1	AH MENTONE RE LLC.	12
25959-1	1991 MENTONE LLC.	13
25960-1	CITY OF REDLANDS	13
25961-1	CIRCLE K PROPERTIES INC.	13
25969-1	BUOYE, STEVE & DIANA	12

Caltrans Parcel No. 25901-1

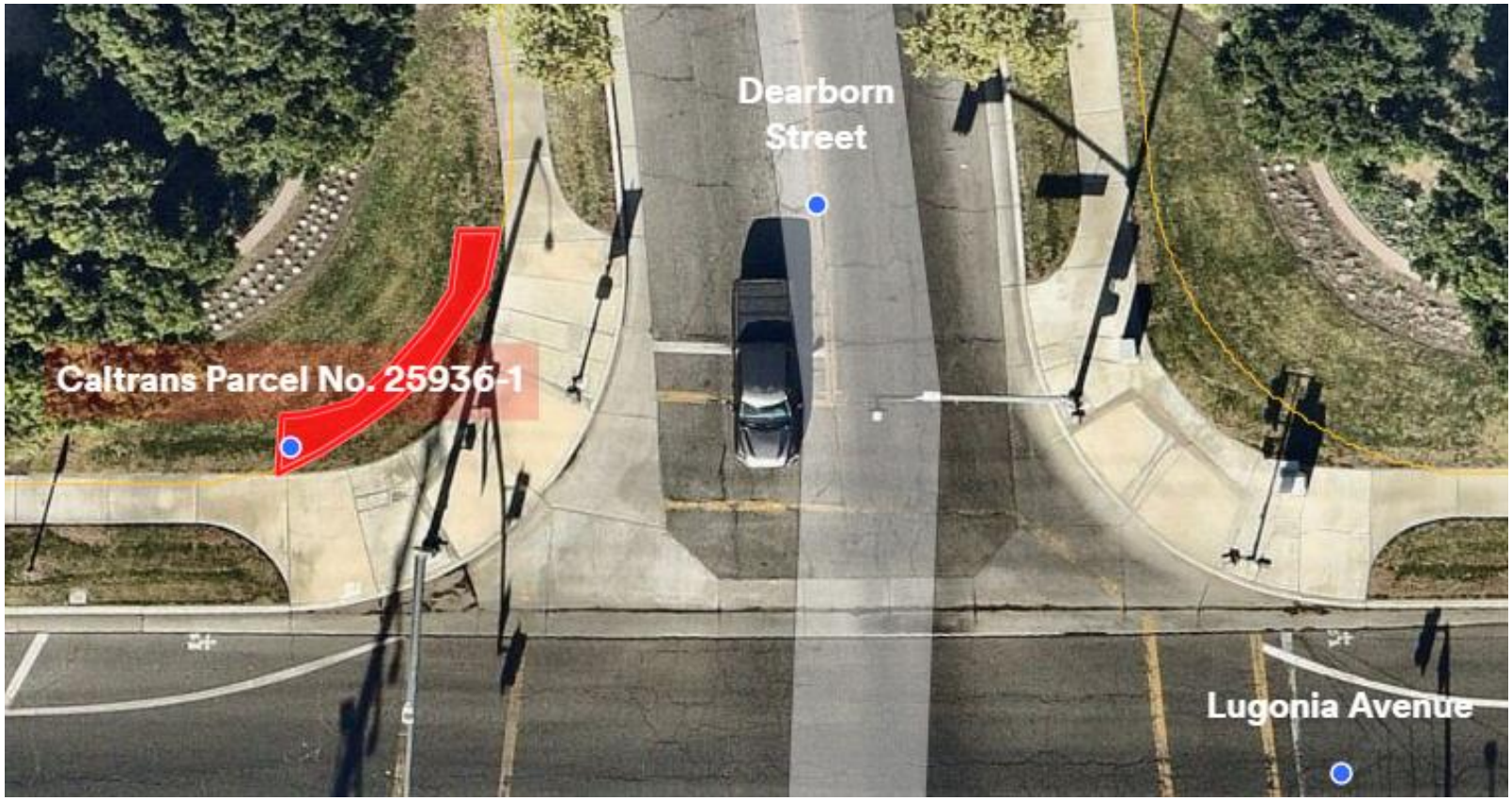
This small portion of the City owned parcel at 1257 Herald Street will be part of a temporary construction easement which will allow for the construction of sidewalk improvements for a Caltrans ADA project.

Caltrans Parcel No. 25932-1



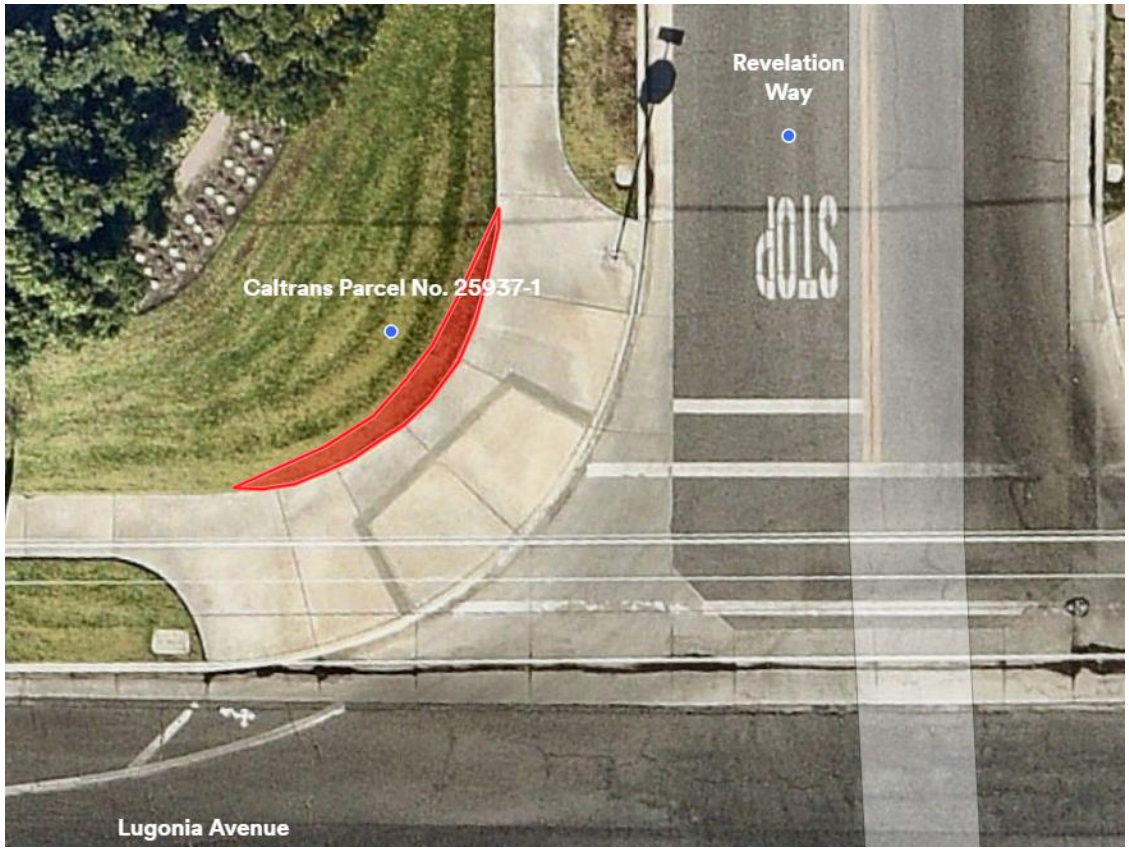
This portion of the City owned parcel at the northeast corner of Judson Street and Lugonia Avenue will be part of a temporary construction easement which will allow Caltrans to complete improvements to the sidewalk as part of an ADA improvement program.

Caltrans Parcel No. 25936-1



This portion of the City owned parcel located at the northwest corner of Dearborn Street and Lugonia Avenue will be part of a temporary construction easement which will allow Caltrans to construct improvements for their planned ADA sidewalk program.

Caltrans Parcel No. 25937-1

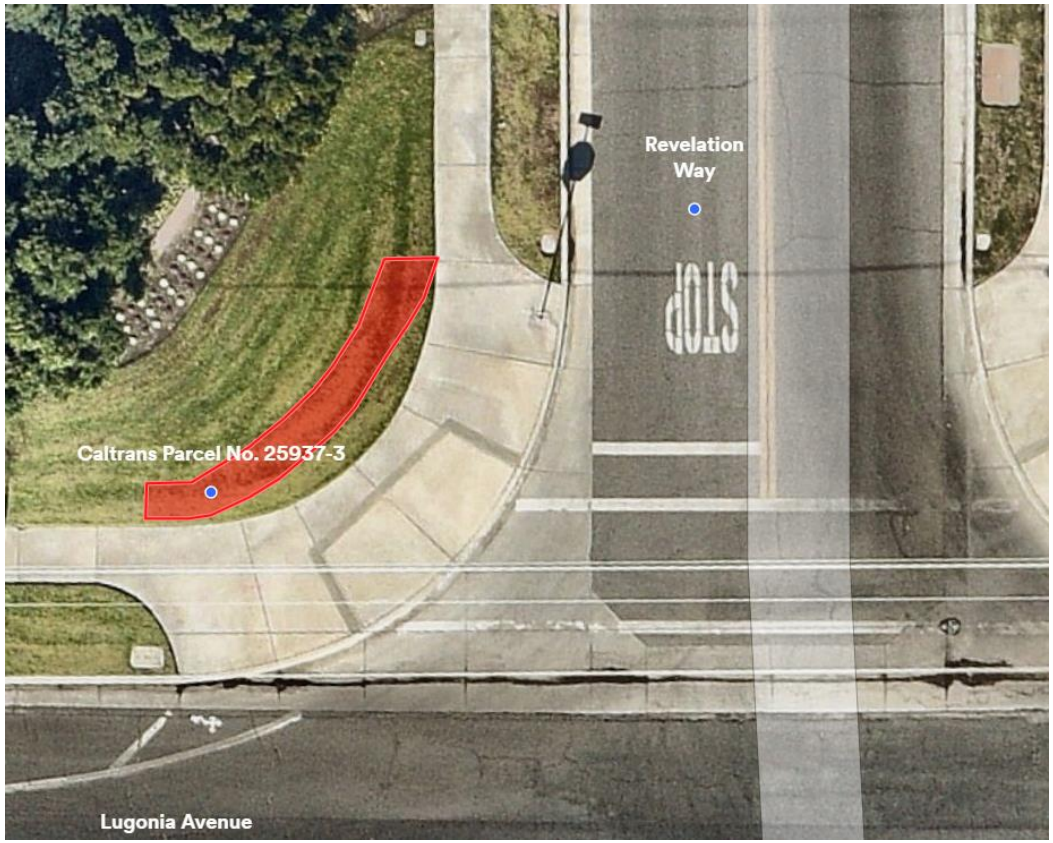


This portion of the City owned parcel located at the northwest corner of Revelation Way and Lugonia Avenue will be purchased in fee simple estate to complete the ownership of Highway 38 by the State.

Caltrans Parcel No. 25937-2

This portion of the right of way located north of the street centerline on Lugonia Avenue between Dearborn Street and Revelation Way currently belongs to the City. Caltrans will purchase this area in underlying fee to complete the State's ownership of Highway 38.

Caltrans Parcel No. 25937-3

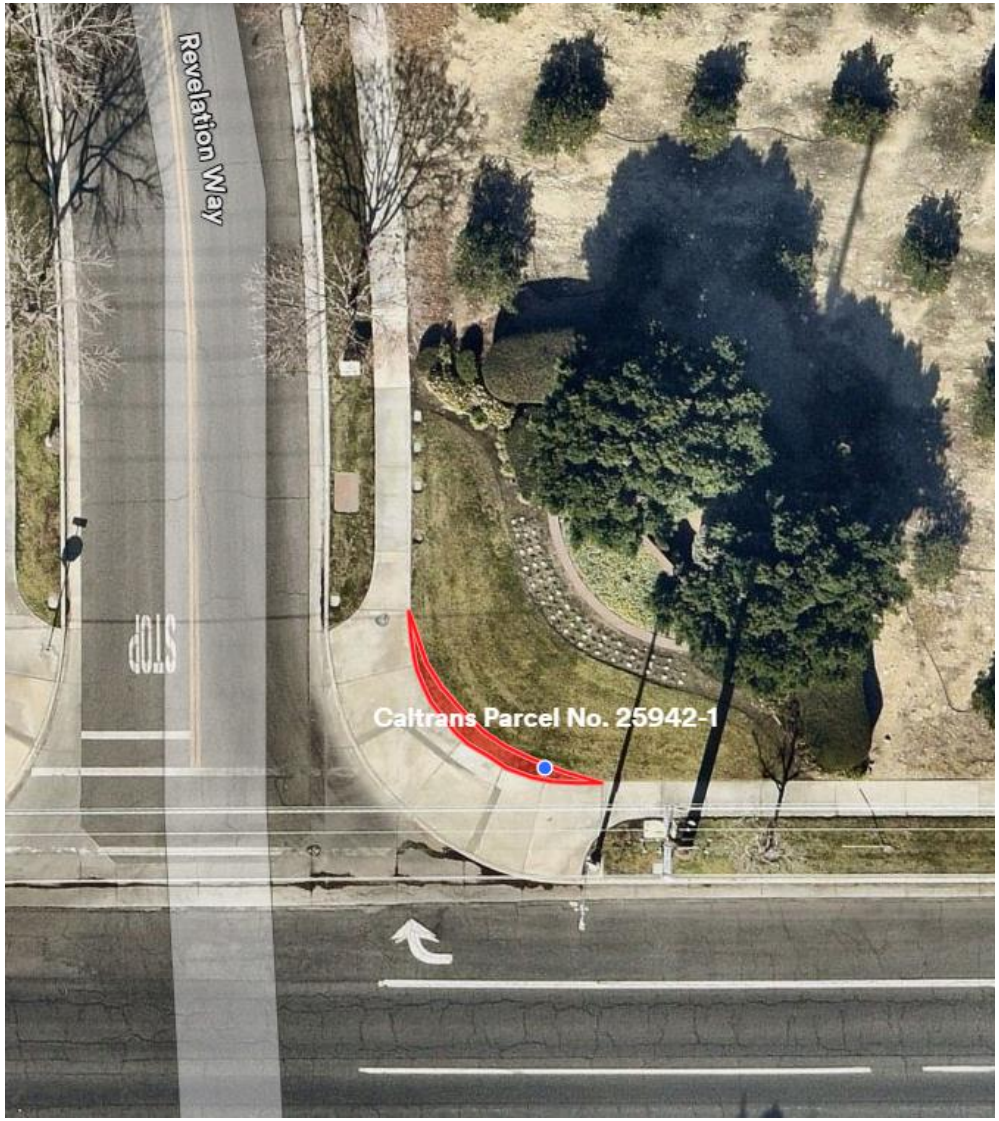


This portion of the City owned parcel located at the northwest corner of Revelation Way and Lugonia Avenue will be part of a temporary construction easement which will allow Caltrans to complete ADA sidewalk improvements.

Caltrans Parcel No. 25937-4

The portion of the City owned parcel located at the northeast corner of Dearborn Street and Lugonia Avenue will be part of a temporary construction easement which will allow Caltrans to complete sidewalk improvements as part of their ADA improvement program.

Caltrans Parcel No. 25942-1

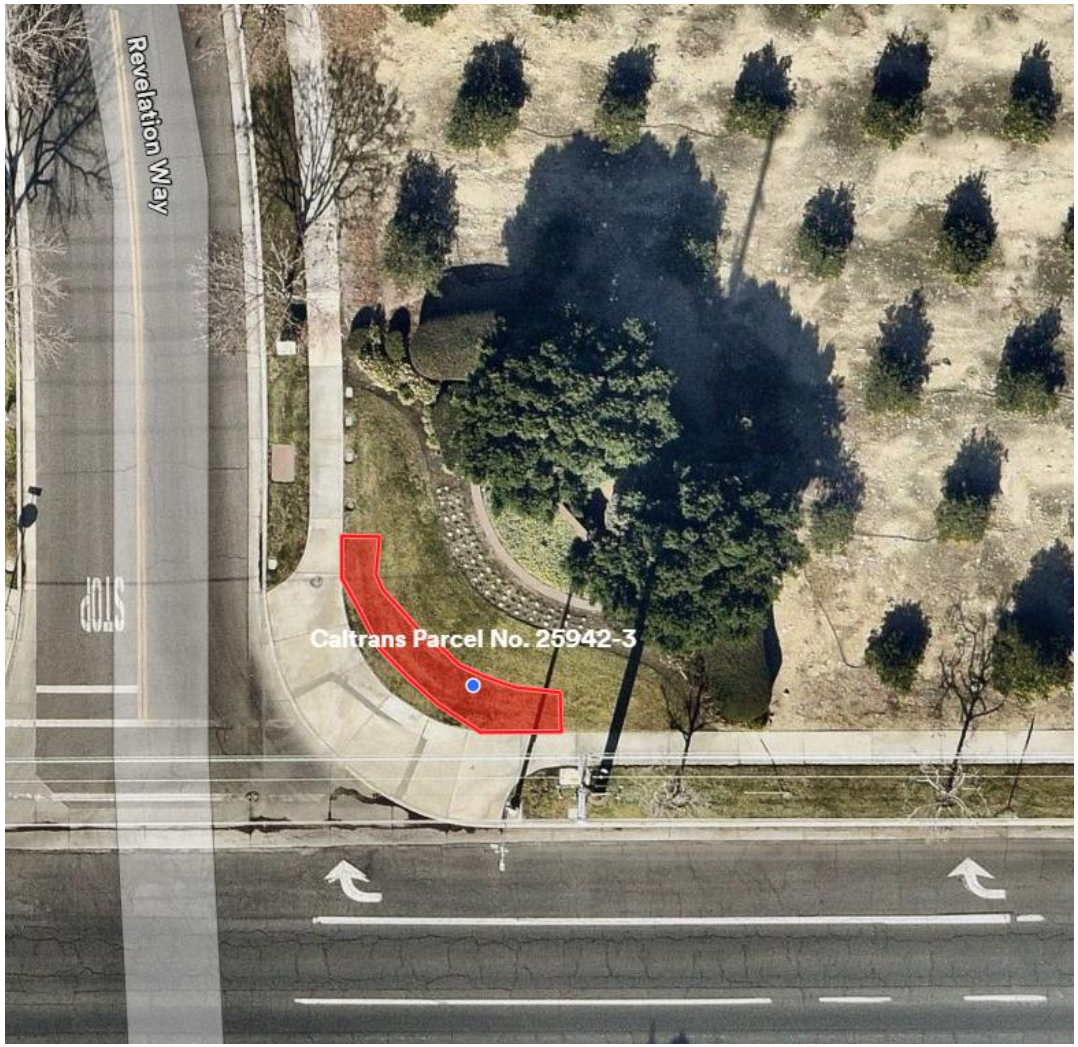


This portion of the City owned parcel located at the northeast corner of Revelation Way and Lugonia Avenue will be purchased by Caltrans in fee simple estate to complete the State's ownership of Highway 38.

Caltrans Parcel No. 25942-2

This portion of Lugonia Avenue, north of street centerline, between Revelation Way and the parcel immediately east of the City owned grove will be purchased by Caltrans in underlying fee to complete the State's ownership of Highway 38.

Caltrans Parcel No. 25942-3



The portion of the City owned parcel located at the northeast corner of Revelation Way and Lugonia Avenue will be part of a temporary construction easement which will allow Caltrans to construct ADA improvements.

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY INDEX MAP
ROUTE 38

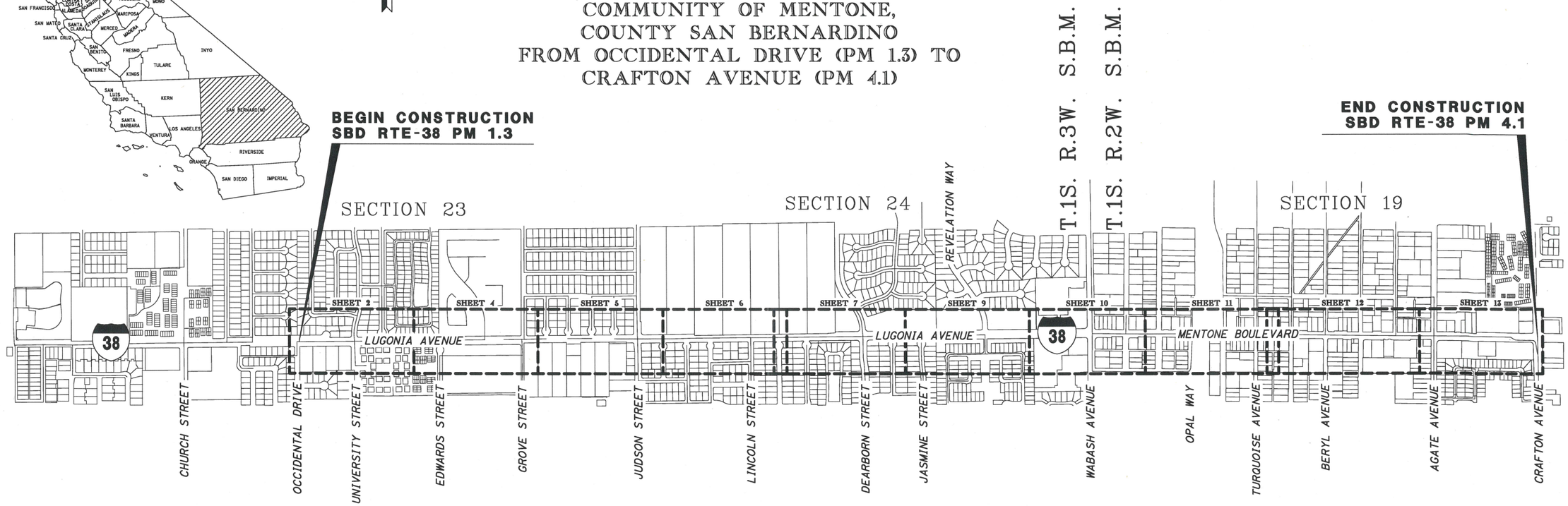
IN THE CITY OF REDLANDS & THE COMMUNITY OF MENTONE, COUNTY SAN BERNARDINO FROM OCCIDENTAL DRIVE (PM 1.3) TO CRAFTON AVENUE (PM 4.1)

PROFESSIONAL LAND SURVEYOR

JANUARY 26TH, 2024

DATE

PROFESSIONAL LAND SURVEYOR — CARLOS S. URIBE — No. 9574 — Exp. 03/31/24 — STATE OF CALIFORNIA



PARCEL NO.	GRANTOR	SHEET
25915-1	GASTELUM, JORGE ALBERTO ARCE & ARELLANO, IDANIA ELENA	2
25916-1	DYNAMIC REDLANDS LLC., MISEON LLC. & PACIFIC WHALE LLC.	2
25917-1, -2, -3	CANNON EQUITY PARTNERS III LTD.	2, 3
25918-1, -2, -3	SMITH, MICHAEL THOMAS & GERALDINE ELLEN	2, 3
25919-1, -2, -3	KHAMBHALVMATA KRUPA LLC.	2, 3
25920-1, -2, -3	SB REDLANDS OWNER LLC.	2, 3
25921-1, -2, -3, -4, -5	MERLE, JOHN & THE A. & T. MERLE TRUST	3, 4
25922-1	1210 E. LUGONIA AVE. LLC.	4
25923-1, -2, -3	TANG, LORA	3, 4
25924-1, -2, -3	REDLANDS PROPERTY MANAGEMENT INC.	4, 5
25925-1, -2, -3	LLAMAS, ALEX NOE	5
25926-1, -2, -3	INT. CHURCH OF FOURSQUARE GOSPEL	5
25927-1	MARTINEZ JR., JULIO	5
25928-1, -2, -3	ROQUE, PETER & HECTOR & RUBEN JR.	5
25929-1, -2, -3	AVTAR K. DHILLON LIVING TRUST, KIERAN DHILLON TRUST & DHILLON, SHAN	5

PARCEL NO.	GRANTOR	SHEET
25930-1	HARRIS, STEPHEN P. & TERRA H.	5
25931-1, -2, -3	SANGMA, ALAN & READ, KELLY	5
25932-1, -2	CITY OF REDLANDS	5, 6
25933-1	MANNING, SHEA & RODRIGUEZ, KIMBERLY	5
25934-1, -2, -3	BENANTI, JAMES E.	6
25935-1, -2, -3	THE HOLY NAME OF JESUS CATHOLIC COMMUNITY INC.	7
25936-1	CITY OF REDLANDS	7, 8
25937-1, -2, -3, -4	CITY OF REDLANDS	7 ,8, 9
25938-1, -2, -3	THE BEDELIAN FAMILY LIVING TRUST	7, 8
25939-1, -2, -3	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST	7, 8
25940-1, -2, -3, -4	LUGONIA-BROCKTON HOMEOWNERS ASSOCIATION	9, 10
25942-1, -2, -3	CITY OF REDLANDS	8, 9, 10
25943-1, -2	LUGONIA CAPITAL LLC.	10
25944-1	LCD REDLANDS VILLAGE LLC.	10
25945-1	LAO, JOAN P.	10

PARCEL NO.	GRANTOR	SHEET
25946-1	DEAN & SELENA HOVEY REVOCABLE TRUST	11
25947-1	INTERSTATE REALTY HOLDINGS LLC.	11
25948-1	NAPOLI, STEPHEN BLAZE	11
25949-1	TERESA M. BUOYE REVOCABLE TRUST	11
25950-1	MOUNTAIN HOME PROPERTIES INC.	12
25951-1	MENTONE CONGREGATIONAL CHURCH	12
25953-1	AVTAR K. DHILLON LIVING TRUST	12
25954-1	MALAGON-TENORIO, BRYAN	12
25955-1	BLOODSTONE CAPITAL INC.	12
25956-1	ROTH, DANIEL W. & HEGEL, ASHELY	12
25957-1	MORRIS REVOCABLE LIVING TRUST	12
25958-1	AH MENTONE RE LLC.	12
25959-1	1991 MENTONE LLC.	13
25960-1	CITY OF REDLANDS	13
25961-1	CIRCLE K PROPERTIES INC.	13
25969-1	BUOYE, STEVE & DIANA	12

R/W PROJECT SURVEYOR: CARLOS S. URIBE

DATE	REVISIONS	BY
05/14/2024	UPDATED PARCEL TABLES	C. URIBE

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP INDEX
RW000649-01

NO SCALE

TO DESIGN:01/26/2024 EA(s):1K860 FA#:##

DISTRICT	COUNTY	ROUTE	PROJECT PM LIMITS	SHEET NO.	TOTAL SHEETS
8	SBd	38	1.3-4.1	1	13

PROJECT ID: 08 1900 0129

Memorandum

Making Conservation a California Way of Life.

To: ANTHONY RIZZI, Chief
Acquisition Branch "A"
District 8

Date: August 22, 2024

File: 08-SBD-038-PM 1.3
Project # 0819000130
EA 1K940
Parcel 25901

From: SHANNON SMITH, Chief
Appraisals Branch
District 8

Subject: **MEMORANDUM OF ADJUSTMENT-PARCEL NO. 25901-1**

This Memorandum of Adjustment is being prepared at the request of the Acquisition Branch to modify the number of wooden posts located within the Temporary Construction Easement requirement. In correspondence with Design Engineer Andrew Gip, it has been confirmed only 2 Wooden Bollards are within the requirement and impacted by the proposed construction. As a result, the value of the improvements and damages has changed. No other changes to the original appraisal report were made. The valuation of the Parcel remains the same.

LAND VALUE		
Parcel No. 25901-1 Temporary Construction Easement:		
36 s.f. @ 16.96 per s.f. x 5.8%/12 Months = $2.95/month		
$2.95 per month x 28 months	= $	82.60
IMPROVEMENTS		
Wooden Posts	= $	15.18/post
15.18 x 1.15 (Local Multiplier) x 1.04 (Cost Multiplier)	= $	18.16/post
2 Wooden Posts @ $18.16/post	**= $**	**36.32 (RCN)**
$36.32 – 70% (Depreciation)	**= $**	**10.90 (DVIP)**
TOTAL IMPROVEMENTS VALUE	**= $**	**10.90**
DAMAGES		
2 Wooden Posts		
$36.32 (RCN) - $10.90 (DVIP)	**= $**	**25.42**
TOTAL DAMAGES LESS BENEFITS	**= $**	**25.42**
Market Value of Required Property	**= $**	**118.92**
Rounded to	**= $**	**500.00 (Nominal)**

Recommended for Approval:
Associate Right of Way Agent
District 8

Daniel Liao
DANIEL LIAO

8/22/2024
DATE

Approved By:
R/W Appraisal Senior
District 8

SHANNON SMITH

8/22/2024
DATE

APPRAISAL SUMMARY STATEMENT

(Form #)

CONFIDENTIAL
This document contains personal information and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

Dist.	Co.	Rte.	P.M.	Parcel No.	Federal Aid Project No.	Date / Revised Date
08	SBD	038	0.74	25901-1	N/A	04/29/2024 08/22/2024 MOA

Owner: City of Redlands

Date Acquired: Over 5 Years

Property Address: APN: 0167-253-13
1257 Herald Street

Property to be acquired: Part ☒ All ☐

Locale: Redlands, CA

Total Property Area: 5,760 s.f.

Including Access Rights Yes ☐ No ☒

STATUTORY BASIS OF VALUATION

The market value for the property to be acquired by the State is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Code of Civil Procedure Section 1263.321 defines the Value for Nonprofit, Special Use Property as follows:

> A just and equitable method of determining the value of nonprofit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision (c) of Section 824 of the Evidence Code.

The market value for the property to be acquired by the State is based upon Code of Civil Procedure Section 1263.320 as defined above.

BASIC PROPERTY DATA

Interest valued:	Temporary Construction Easement (TCE)
Date of valuation:	04/09/2024 Original ☐ Updated ☒ 08/22/2024 MOA
Applicable zoning:	R-2, Multi-Family Residential
Area to be acquired:	36 s.f. TCE
Highest and best use:	Residential
Current use:	Unimproved

AREAS WITHIN THE RIGHT OF WAY

Sub-parcel	Area
25901-1 Temporary Construction Easement	36 s.f.

Total Area = 36 s.f.

IMPROVEMENTS WITHIN THE RIGHT OF WAY

Item	Size
2 Wooden Posts	4in L x 4in W x 3ft H

Lump Sum Total = $10.90

Value of the Entire Property $ Not appraised

Value of the property being acquired including the following improvements:

Land: $ 82.60
Imps: $ 10.90

$ 93.50

Value of the remainder as part of the whole before the State's acquisition $ N/A

Value of the remainder as a separate parcel (cured) $ N/A

Severance Damages (see page 4):

Cost to Cure Damages: $ 25.42

Incurable Damages: $ N/A

Total Damages: $ 25.42

Benefits (see page 4): $ N/A

Net Damages: $ N/A

The amount of any other compensation: $ 0.00

JUST COMPENSATION FOR ACQUISITION $ 118.92

Rounded To $ 500.00 (Nominal)

Construction Contract Work $ N/A

SEVERANCE DAMAGES

COST TO CURE DAMAGE ITEMS

Item	Size
2 Wooden Posts	4in L x 4in W x 3ft H

Lump Sum Total $ 25.42

INCURABLE DAMAGES

Lump Sum Total $ N/A

TOTAL DAMAGES $ N/A

BENEFITS

Lump Sum Total $ N/A

NET DAMAGES (Total Damages less Benefits) $ 25.42

CONSTRUCTION CONTRACT WORK ITEMS

None

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY

1. The Sales Comparison approach is based on the consideration of comparable land and improved sales.
   Indicated value by Sales Comparison Approach $ 500.00
   See attached sheet for principal transactions.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors.
   Total Replacement Cost New $ N/A
   Depreciation from all causes $ N/A
   Value of Improvements in Place $ N/A

   Land (estimated by direct sales comparison) $ N/A
   Indicated value by Cost Approach $ N/A

3. The income approach is based on an analysis of income and expenses to the property.
   Overall Capitalization Rate N/A %
   Net Operating Income $ N/A
   Indicated value by Income Approach $ N/A

4. Other
   Indicated value $ N/A

SUMMARY OF THE BASIS FOR JUST COMPENSATION

The Sales Comparison Approach and Cost Approach to value have been utilized in this report. Sales Comparison is the most commonly used and preferred method of valuing land. Data on sales of similar parcels of land is collected, analyzed, compared, and adjusted to reflect the similarity or dissimilarity of those parcels to the subject site. The Cost Approach was applicable as minor improvements are affected by the proposed construction. The Income Approach was not applicable and therefore not utilized.

Damages to the remainder have been found. However, the subject property remainder will continue to have the same highest and best use, degree of access and development potential as in the before condition. Based on Redlands' Planning Department, the remainder will continue to be legally non-conforming, according to the minimum development requirements of the Multi-Family Residential zoning for commercial developments.

No benefits to the remainder have been found or have been estimated. There are no specific benefits to the remainder due to the construction in the manner proposed of rehabilitating and repaving a sidewalk.

The estimate of Just Compensation for this parcel is the sum of the estimated Fair Market Value of the part acquired and any estimated net Severance Damages.

LIST OF PRINCIPAL TRANSACTIONS

SB24-17
ADDRESS: Lugonia Ave and Columbia St
APN: 0167-233-12
RECORDING DATE: 04/11/2023
SALE PRICE: $110,000.00

SB24-18
ADDRESS: 312 Silvertree Lane
APN: 0174-471-59
RECORDING DATE: 08/16/2023
SALE PRICE: $330,000.00

SB24-19
ADDRESS: 1387 Belle Street, San Bernardino, CA 92404
APN: 0146-213-11
RECORDING DATE: 02/28/2024
SALE PRICE: $130,000.00

SB24-20
ADDRESS: Medical Center Dr & W 11th Street
APN: 0139-051-01
RECORDING DATE: 02/28/2024
SALE PRICE: $85,000.00

GUIDELINE INSTRUCTIONS
FOR
EXHIBIT 8-EX-15A "APPRAISAL SUMMARY STATEMENT"

The purpose of this exhibit is to comply with modifications to the State Uniform Act and to fully inform the grantor of pertinent elements to the valuation process. When you place the pointer on one of the gray boxes and click, a line of text should show across the bottom of the screen. The line of text will give direction concerning completion of the form.

Only include lump sum totals in (do not include individual dollar amounts):

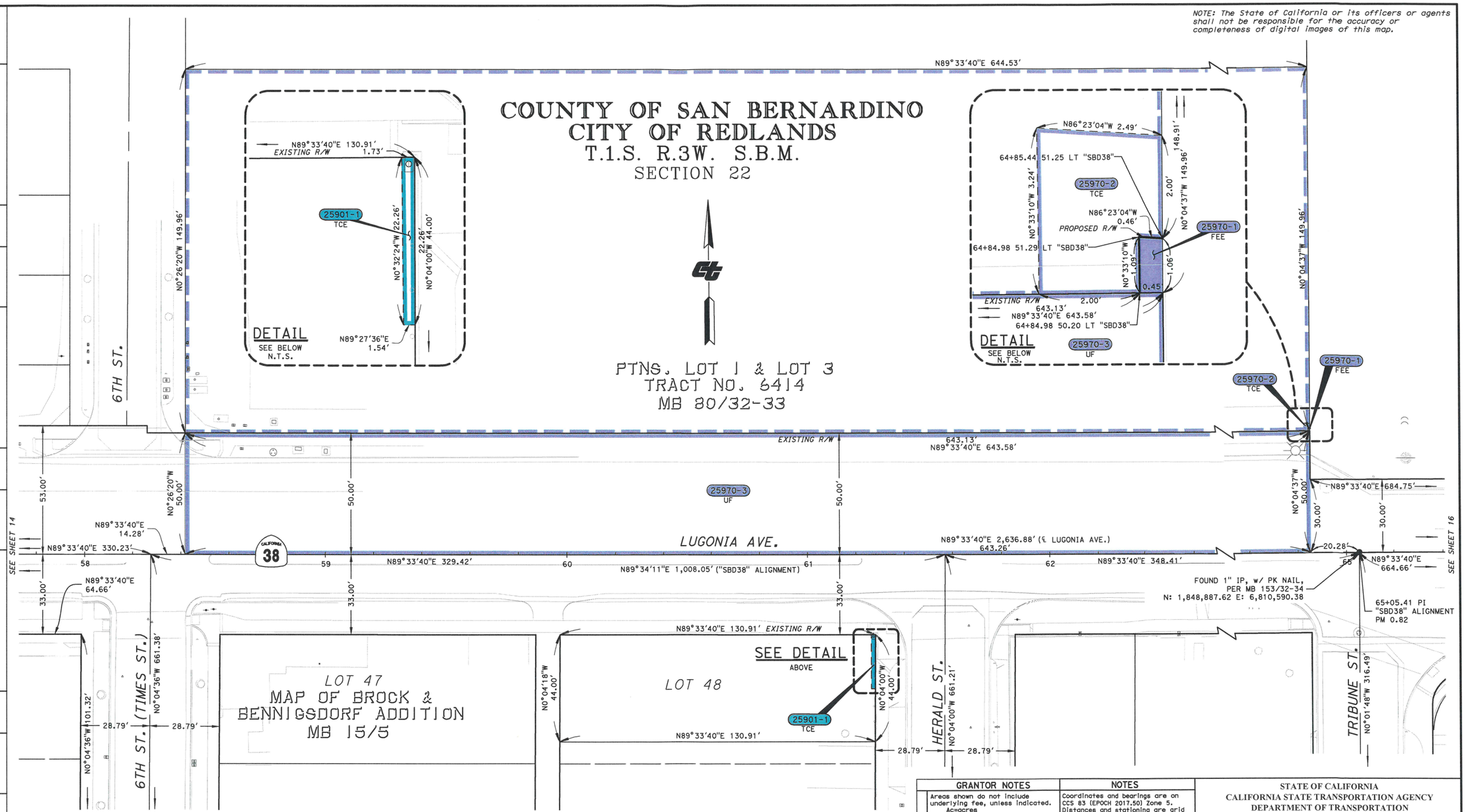
- Improvements Within the Right of Way
- Cost to Cure Damage Items
- Construction Contract Work

When listing comparables, list only comparable address, APN, sale date, and sale price. When relying on other market data for analysis of value, you need to indicate the basis of the Appraiser's analysis. Insert Appraiser's Summary of the Basis for Just Compensation on the bottom of page 6.

It is ONLY allowable to delete options that are not contained in the appraisal, i.e., for the Comparison Approach, you may delete the Cost Approach and Income Approach blocks of information. However, if more than one approach is addressed in the Valuation, you <u>must</u> include the information on all the approaches used.

Attach the appropriate version of the Summary Statement Relating to the Purchase of Real Property (Exhibit 8-EX-16), based on whether you are using a Valuation Summary Statement or an Appraisal. For use with the Valuation Summary Statement, Item 4 should refer to the "Valuation Summary Statement" and the word "valuation" should appear in Items 4.a. and 4.b. For use with an Appraisal, Item 4 should refer to "Appraisal" and the word "appraisal" should appear in Items 4.a. and 4.b.

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



PARCEL#	TITLE CODE ①	GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED [UF]	EXCESS [UF]	REMAINDER	REMARKS	RECORDATION TYPE ②	DATE	DOC.# ③
25901-1	TCE	CITY OF REDLANDS	5,760	36						
25970-1	F	HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO	96,582	0.5						
25970-2	TCE	HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO		7						
25970-3	O	HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO		[32,171]			UNDERLYING FEE			

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated.
Ac=acres
[ ] Indicates Underlying Fee (UF) Area
[I] Indicates Indeterminate UF
① TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 83 (EPOCH 2017.50) Zone 5. Distances and stationing are grid distances.
Divide by 0.999997900 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

- Access Prohibited
- Access Superseded
- Existing R/W Superseded
- Access Opening (Private)
- (R) Indicates Radial Bearing
- Indicates Found Monument as noted
- Indicates calculated point. (Does not imply monument set)
- Title to State
- Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
RW000646-15

FOR PREVIOUS R/W INFORMATION SEE MAP(S) 49904-01

FULL SIZE MAP SCALE: 1" = 20'
FEET 0 10 20 40 60

TO DESIGN: 11/22/2023 EA(s): 1K940 FA#: ##
DRAFTED BY: C. ZAMORA CHECKED BY: K. WINGATE

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBD	38	0.82	15	19

R/W PROJECT SURVEYOR: K. WINGATE

DATE	REVISIONS	BY

RW000646-15.dwg
N:\Redlands\RW\RW000646-15\RW\Map\RW000646-15.dwg Page 1 of 1 Layout: 1 Date: 2023 Mapping\RW_Maps\dwg

PROJECT ID: 08 1900 0130

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF OCCUPANCY AND RECEIPT OF RELOCATION INFORMATION

DOT RW 10-25 (REV 09/2023)

PERSONAL INFORMATION NOTICE

This form requests personal information. Disclosure of this information is voluntary. The principal purpose of the request for personal information is to facilitate processing this form. Failure to provide all or any part of the requested information may delay processing of this form. The California Department of Transportation is committed to the privacy of your personal information. Our policies regarding personal information collected and managed by our department are governed by law, including the Information Practices Act of 1977 (Civil Code Section 1798 and following).

DIST	CO	RTE	KP (P.M.)	EXP AUTH
08	SBD	038	0.74	1K940

AR	PARCEL NO.	FEDERAL PROJECT NO.
25901	25901-1	N/A

To Relocation Advisor:

- I have received the Department of Transportation's Relocation Information Brochure, Information Letter and Postcard.
- I will file my claim for any benefits due me in accordance with the instructions as set forth in the Brochure.
- I certify that the following information is true to the best of my knowledge.

Number of Occupants _____

☒ No person displaced.

I (We) first occupied the property (to be) acquired by the State on:

_____

OCCUPANT'S NAME	SIGNATURE OWNER/TENANT
City of Redlands, a Municipal Corporation	
ADDRESS 1257 Herald Street Redlands, CA 92374	DATE

I have personally verified the above occupancy and I certify possession of:

Bedroom(s) _____

Living room _____

Dining room _____

Den _____

Kitchen _____

Service porch _____

Garage _____

Other _____

Total room count 0

Date of State's first offer to acquire this property:

_____

☐ Non residential

☐ No personal property to be moved

☐ Personal property only; furniture owned by

☐ Tenant ☐ Owner.

_____

Right of Way Agent

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

RIGHT OF WAY CONTRACT - STATE HIGHWAY – TEMPORARY EASEMENT

RW 8-4 (Rev. 6/95)

, California

District	County	Route	Post Mile	R/W E.A/PROJ. #.
08	SBD	038	0.74	1K940/0819 000130

Date

CITY OF REDLANDS, A MUNICIPAL CORPORATION

Grantor(s)

THIS DOCUMENT NO., **25901-1** in the form of a **TEMPORARY EASEMENT**, covering the property particularly described in Clause 3 below has been executed and delivered to **Owen Ramsey, Right of Way Agent** for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

(A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

(B) Grantee requires said property described in Document No. **25901-1** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.

(C) Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

(D) The parties to this contract shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

2. The State shall pay the undersigned grantor(s) the sum of **$1,000.00** for this Temporary Easement.

3. Permission is hereby granted to the State or its authorized agent to enter upon Grantor's land where necessary within that certain area delineated in color and identified as Parcel

25901-1 on the map marked Exhibit "A" attached hereto and made a part hereof, for the purpose of upgrading the sidewalk and curb ramp located within the project limits to ADA standards including the right to remove and dispose of improvement(s).

4. It is understood and agreed that included in the amount payable in Clause 2 above is compensation in full for the actual possession and use of the Temporary Construction Easement for a period of **28** months. Said period to commence on **03/10/2025** and terminate on **07/10/2027.** At least **48 (forty-eight)** hours advance written notice will be given before any entry on Grantor's property.

5. The undersigned Grantor(s) warrants(s) that they are the owner(s) in fee simple of the property affected by this Temporary Easement as described in Clause 3 above and have the exclusive right to grant this Temporary Easement. Furthermore, Grantor(s) agree(s) to indemnify the State against all adverse claims, and to pay all of the State's legal fees and all other expenses resulting from the undersigned knowingly and falsely claiming ownership of the property referred to in this document.

6. This easement may also be terminated prior to the above date by the Grantee upon written notice to the Grantor.

   Written notification shall be given to the Grantor at:

   City of Redlands
   P.O. Box 3005
   Redlands, CA 92373

7. It is understood and agreed that in the event the Grantor(s) plan to sell, lease, or rent the Grantor's property prior to the earlier of the completion of the project or the final expiration date of this temporary easement, the Grantor(s) shall inform, in writing, any and all parties involved in said sale, lease, or rental, of this temporary easement and associated construction project by the State.

8. State agrees to indemnify and hold harmless the Grantor(s) from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

9. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.

10. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assigns.

11. The Grantor(s) agrees that no improvements, other than those already on the property, shall be placed thereon; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Grantor's risk and without expectation of payment if removed by the Grantee.

12. It is understood and agreed by and between the parties hereto that payment in Clause 2 above includes, but is not limited to, payment for **2 Wooden Posts** which are considered to be part of the realty and are being acquired by the State in this transaction.

13. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2 above is payment in full to compensate grantors for the expense of performing the following work: **Reestablish 2 Wooden Posts**.

14. It is understood and agreed by and between the parties hereto that the **water meter box** is to be protected in place.

15. This transaction will be handled through an internal escrow by **the California Department of Transportation, 464 W. 4th Street, San Bernardino, CA, 92401**.

16. In the event this information changes or the property transfers, the owner shall notify the State in writing of such occurrence at:

STATE OF CALFORNIA
CALIFORNIA DEPARTMENT OF TRANSPORTATION
464 W. 4th Street, 9th Floor, MS-950
San Bernardino, CA 92401-1400
Attn: Owen Ramsey
Office of Right of Way
(909) 371-9608

In Witness Whereof, the parties have executed this agreement the day and year first above written.

CITY OF REDLANDS, a Municipal Corporation

By _____
Name:
Title:

By _____
Name:
Title:

RECOMMENDED FOR APPROVAL:

By: _____
Owen Ramsey
Right of Way Agent
District 8

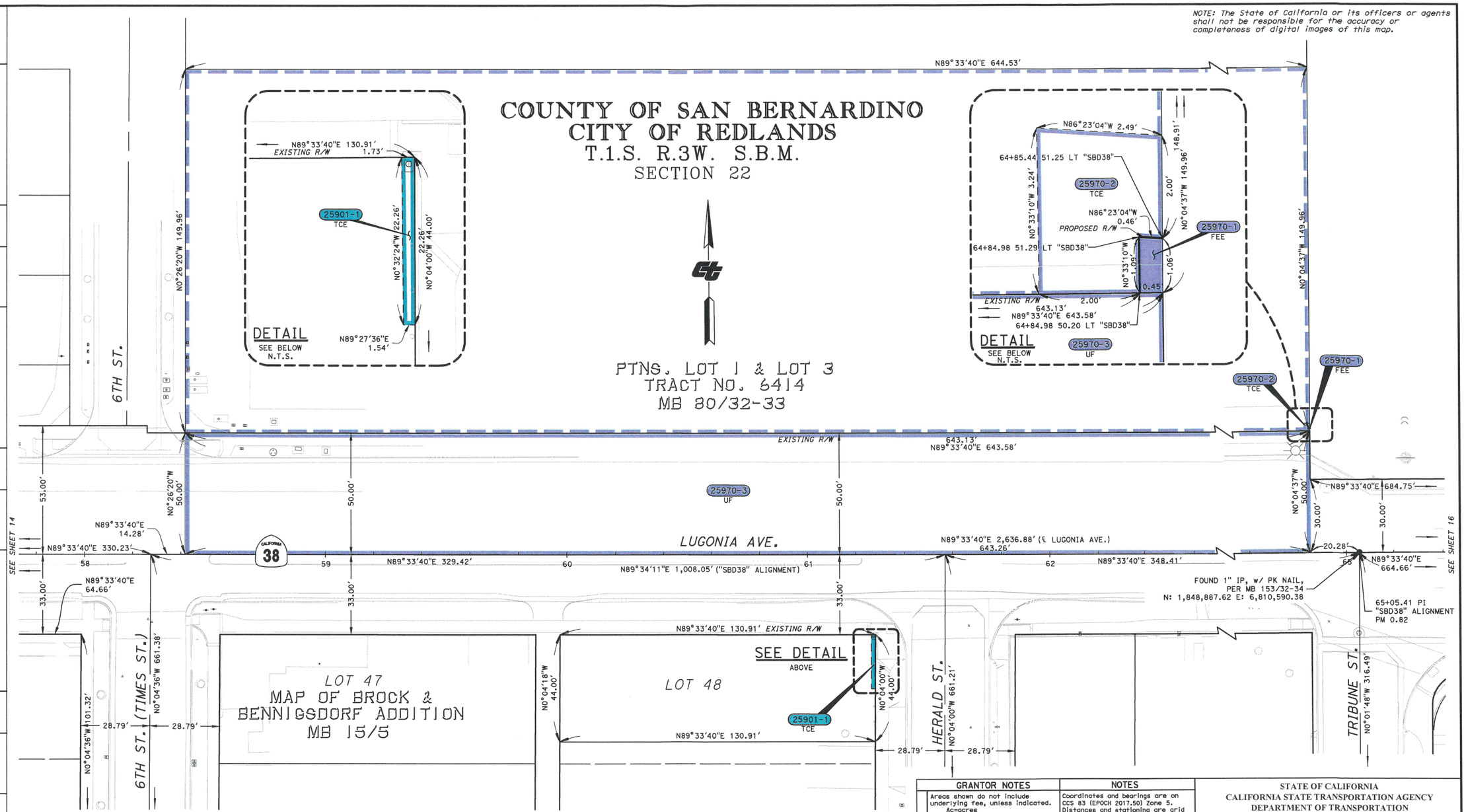
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED BY:

By: _____
Anthony Rizzi
Senior Right of Way Agent
District 8

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



PARCEL#	TITLE CODE ①	GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED [UF]	EXCESS [UF]	REMAINDER	REMARKS	RECORDATION TYPE ②	DATE	DOC.# ③
25901-1	TCE	CITY OF REDLANDS	5,760	36						
25970-1	F	HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO	96,582	0.5						
25970-2	TCE	HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO		7						
25970-3	O	HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO		[32,171]			UNDERLYING FEE			

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated.
Ac=acres
[ ] Indicates Underlying Fee (UF) Area
[I] Indicates Indeterminate UF
① TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 83 (EPOCH 2017.50) Zone 5. Distances and stationing are grid distances.
Divide by 0.999997900 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

- Access Prohibited
- Access Superseded
- Existing R/W Superseded
- Access Opening (Private)
- (R) Indicates Radial Bearing
- Indicates Found Monument as noted
- Indicates calculated point. (Does not imply monument set)
- Title to State
- Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
RW000646-15

FOR PREVIOUS R/W INFORMATION SEE MAP(S) 49904-01

FULL SIZE MAP SCALE: 1" = 20'
FEET 0 10 20 40 60

TO DESIGN: 11/22/2023 EA(s): 1K940 FA#: ##
DRAFTED BY: C. ZAMORA CHECKED BY: K. WINGATE

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBD	38	0.82	15	19

R/W PROJECT SURVEYOR: K. WINGATE

DATE	BY	REVISIONS

RW000646-15.dwg
N:\Redlands\RW\RW\RW_0_RT_2_16940_Parcel\03_DESIGN\Mapping\RW_Maps\dwg

PROJECT ID: 08 1900 0130

California Department of Transportation

DISTRICT 08
DIVISION OF RIGHT OF WAY
464 WEST FOURTH STREET, MS 950 | SAN BERNARDINO, CA 92401-1400
(909)371-9608 | FAX (909)388-6877 TTY 711
www.dot.ca.gov

July 24, 2024

City of Redlands
P.O. Box 3005
Redlands, CA 92373
APN: 0168-161-08, 0168-911-53, -55
ATTN: Tricia Swope, Field & Community Services

Dist 08 – SBD – 038 – PM 2.11
E.A. 1K860
Project No. 0819000129
Parcel No. 25932-1

Dear City of Redlands Facilities & Community Services:

The California Department of Transportation (Caltrans) is proposing to perform highway pavement rehabilitation, improve operational and Transportation Management Systems (TMS), upgrade sidewalk and curb ramps to meet American Disability Acts (ADA) standards, and replace sign panels at various locations along State Route 38 (SR-38), in the city of Redlands, county of San Bernardino.

Your property herein referenced as Parcel No. 25932-1, (as shown on map marked Exhibit "A"), is needed for the State's project in Redlands, California. Your property consists of a total of 19.83 acres and the State is interested in a temporary construction easement (TCE) of **1,709 s.f.** for 27 months from **11/03/2025** to **02/03/2028**. This TCE is required for the construction of a curb ramp and sidewalk.

I look forward to meeting with you in person to discuss the enclosed documents, the project and its effect on your property, as well as answer any questions you may have. Please contact me at (909) 371-9608 or owen.ramsey@dot.ca.gov to schedule an appointment at your earliest convenience.

Enclosed are the necessary documents for your review and signature:

1. Two Right of Way State Highway Contracts in the amount of **$1,650.00** (Two need to be signed, dated, and returned. One will be mailed back to you fully executed for your records.)
2. Appraisal and Appraisal Summary Statement (you may retain for your records)
3. Summary Statement Relating to the Purchase of Real Property (you may retain for your records)
4. Maps showing the acquisition (you may retain for your records)

5. Title VI information (you may retain for your records)
6. Certification of Occupancy (please complete and return)

If you decide to accept the State's offer but are unable to meet me in person, please sign all necessary documents and return to me using the self-addressed, stamped envelope provided for your convenience.

If you have any questions, do not hesitate to contact me at (909) 371-9608 or at my email address: owen.ramsey@dot.ca.gov.

Sincerely yours,

Owen Ramsey

Owen Ramsey
Right of Way Agent
Right of Way Acquisitions
(909) 371-9608

Enclosures

Dist.	Co.	Rte.	P.M.	Parcel No.	Federal Aid Project No.	Date / Revised Date
08	SBD	038	2.11	25932-1	N/A	06/26/2024

Owner: City of Redlands

Date Acquired: Over 5 Years

Property Address: APN: 0168-161-08, 0168-911-53, -55
300 E. Lugonia Avenue

Property to be acquired: Part ☒ All ☐

Locale: Redlands, CA

Total Property Area: 19.83 Ac

Including Access Rights: Yes ☐ No ☒

STATUTORY BASIS OF VALUATION

The market value for the property to be acquired by the State is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Code of Civil Procedure Section 1263.321 defines the Value for Nonprofit, Special Use Property as follows:

> A just and equitable method of determining the value of nonprofit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision (c) of Section 824 of the Evidence Code.

The market value for the property to be acquired by the State is based upon Code of Civil Procedure Section 1263.320 as defined above.

BASIC PROPERTY DATA

Interest valued:	Temporary Construction Easement (TCE)
Date of valuation:	06/20/2024 Original ☒ Updated ☐
Applicable zoning:	A-1 (Agricultural) & PRD/RE (Planned Residential Development, Residential Estate)
Area to be acquired:	1,709 s.f. TCE
Highest and best use:	Residential
Current use:	Agricultural

AREAS WITHIN THE RIGHT OF WAY

Sub-parcel	Area
25932-1 Temporary Construction Easement	1,709 s.f.

Total Area = 1,709 s.f.

IMPROVEMENTS WITHIN THE RIGHT OF WAY

Item	Size
N/A	N/A

Lump Sum Total = N/A

Value of the Entire Property $ Not appraised

Value of the property being acquired including the following improvements:

Land: $ 1,672.65
Imps: $ N/A

$ N/A

Value of the remainder as part of the whole before the State's acquisition $ N/A

Value of the remainder as a separate parcel (cured) $ N/A

Severance Damages (see page 4):

Cost to Cure Damages: $ N/A

Incurable Damages: $ N/A

Total Damages: $ N/A

Benefits (see page 4): $ N/A

Net Damages: $ N/A

The amount of any other compensation: $ 0.00

JUST COMPENSATION FOR ACQUISITION $ 1,672.65

Rounded To $ 1,650.00 (Nominal)

Construction Contract Work $ N/A

SEVERANCE DAMAGES

COST TO CURE DAMAGE ITEMS

Item	Size
N/A	N/A

Lump Sum Total $ N/A

INCURABLE DAMAGES

(Narrative explanation and calculations, if applicable)

Lump Sum Total $ N/A

TOTAL DAMAGES $ N/A

BENEFITS

(Narrative explanation and calculations, if applicable)

Lump Sum Total $ N/A

NET DAMAGES (Total Damages less Benefits) $ N/A

CONSTRUCTION CONTRACT WORK ITEMS

None

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY

1. The Sales Comparison approach is based on the consideration of comparable land and improved sales.
   Indicated value by Sales Comparison Approach $ 1,650.00
   See attached sheet for principal transactions.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors.
   Total Replacement Cost New $ N/A
   Depreciation from all causes $ N/A
   Value of Improvements in Place $ N/A

   Land (estimated by direct sales comparison) $ N/A
   Indicated value by Cost Approach $ N/A

3. The income approach is based on an analysis of income and expenses to the property.
   Overall Capitalization Rate N/A %
   Net Operating Income $ N/A
   Indicated value by Income Approach $ N/A

4. Other
   Indicated value $ N/A

SUMMARY OF THE BASIS FOR JUST COMPENSATION

The Sales Comparison Approach has been utilized in this report. Sales Comparison is the most commonly used and preferred method of valuing land. Data on sales of similar parcels of land is collected, analyzed, compared and adjusted to reflect the similarity or dissimilarity of those parcels to the subject site. The Cost Approach was not applicable as no improvements are affected by the proposed construction. The Income Approach was not applicable and therefore not utilized.

Damages to the remainder have not been found. The subject property remainder will continue to have the same highest and best use, degree of access and development potential as in the before condition. Based on Redlands' Planning Department, the remainder will continue to be conforming, according to the minimum development requirements for residential zoning developments.

No benefits to the remainder have been found or have been estimated. There are no specific benefits to the remainder due to construction in the manner proposed by extending the pavement life and improving ride quality, improving pedestrian path of travel by updating and upgrading existing facilities in accordance with ADA accessibility standards and upgrading Transportation Management Systems (TMS) elements.

The estimate of Just Compensation for this parcel is the sum of the estimated Fair Market Value of the part acquired and any estimated net Severance Damages.

LIST OF PRINCIPAL TRANSACTIONS

SB24-21

ADDRESS:	D Street
APN:	0152-223-01
RECORDING DATE:	8/24/2022
SALE PRICE:	$160,000.00

SB24-22

ADDRESS:	N. Grove Street
APN:	0170-221-53, -55
RECORDING DATE:	10/27/2022
SALE PRICE:	$1,023,000.00

SB24-23

ADDRESS:	Texas Street and Domestic Avenue
APN:	0167-031-02, -04, -16
RECORDING DATE:	4/14/2022
SALE PRICE:	$7,175,000.00

SB24-24

ADDRESS:	18291 Randall Ave
APN:	0249-151-31
RECORDING DATE:	05/25/2023
SALE PRICE:	$1,650,000.00

GUIDELINE INSTRUCTIONS
FOR
EXHIBIT 8-EX-15A "APPRAISAL SUMMARY STATEMENT"

The purpose of this exhibit is to comply with modifications to the State Uniform Act and to fully inform the grantor of pertinent elements to the valuation process. When you place the pointer on one of the gray boxes and click, a line of text should show across the bottom of the screen. The line of text will give direction concerning completion of the form.

Only include lump sum totals in (do not include individual dollar amounts):

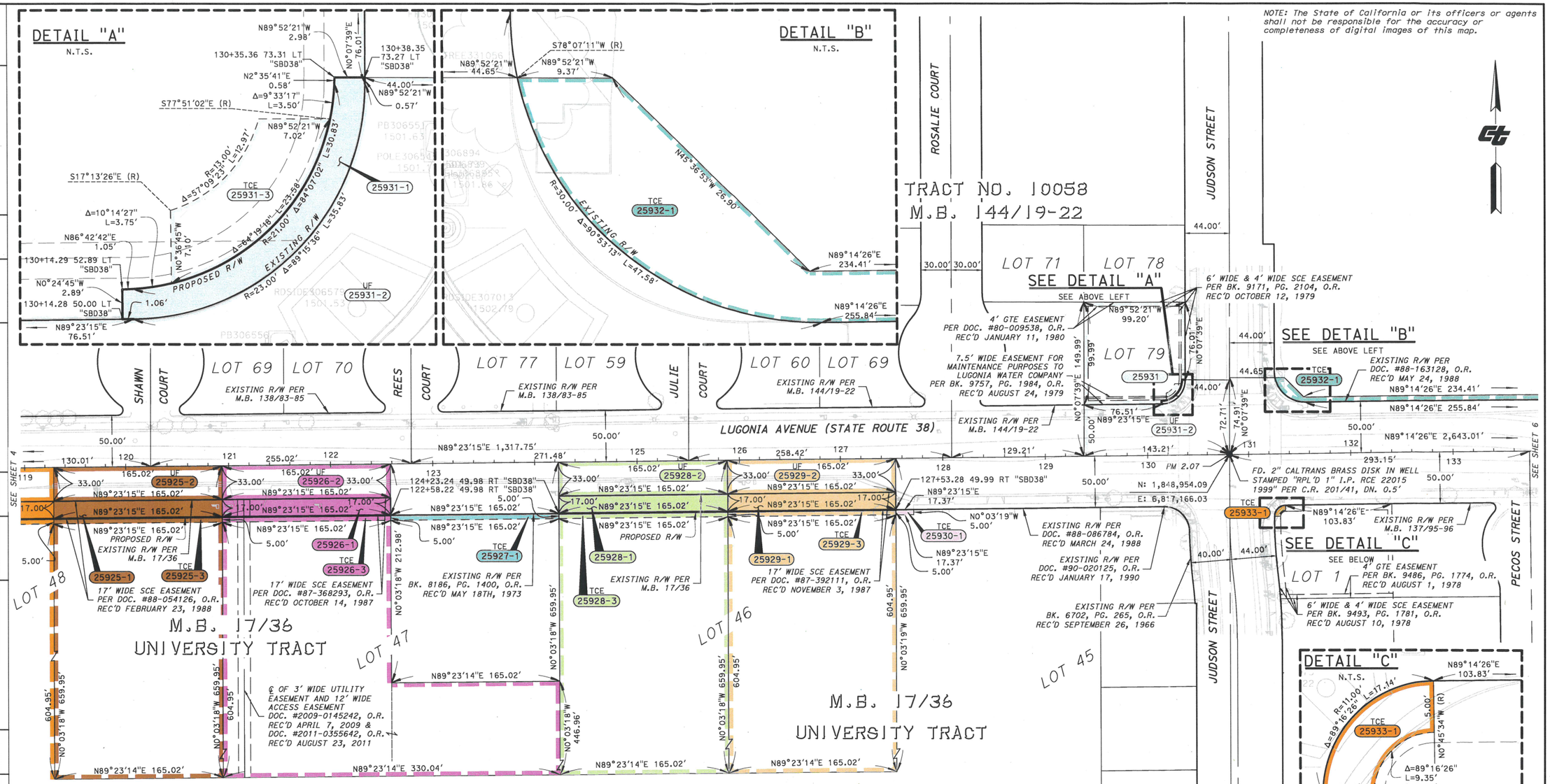
- Improvements Within the Right of Way
- Cost to Cure Damage Items
- Construction Contract Work

When listing comparables, list only comparable address, APN, sale date, and sale price. When relying on other market data for analysis of value, you need to indicate the basis of the Appraiser's analysis. Insert Appraiser's Summary of the Basis for Just Compensation on the bottom of page 6.

It is ONLY allowable to delete options that are not contained in the appraisal, i.e., for the Comparison Approach, you may delete the Cost Approach and Income Approach blocks of information. However, if more than one approach is addressed in the Valuation, you <u>must</u> include the information on all the approaches used.

Attach the appropriate version of the Summary Statement Relating to the Purchase of Real Property (Exhibit 8-EX-16), based on whether you are using a Valuation Summary Statement or an Appraisal. For use with the Valuation Summary Statement, Item 4 should refer to the "Valuation Summary Statement" and the word "valuation" should appear in Items 4.a. and 4.b. For use with an Appraisal, Item 4 should refer to "Appraisal" and the word "appraisal" should appear in Items 4.a. and 4.b.

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



PARCEL#	TITLE CODE ①	GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED [UF]	EXCESS [UF]	REMAINDER	REMARKS	RECORDATION TYPE②	DATE	DOC.#③
25925-1	F	LLAMAS, ALEX NOE	103,453	2,806		100,648				
25925-2	O	LLAMAS, ALEX NOE		[5,445]			UNDERLYING FEE			
25925-3	TCE	LLAMAS, ALEX NOE		825						
25926-1	F	INT. CHURCH OF FOURSQUARE GOSPEL	177,207	2,805		174,402				
25926-2	O	INT. CHURCH OF FOURSQUARE GOSPEL		[5,445]			UNDERLYING FEE			
25926-3	TCE	INT. CHURCH OF FOURSQUARE GOSPEL		825						
25927-1	TCE	MARTINEZ JR., JULIO	26,894	825						
25928-1	F	ROQUE, PETER & HECTOR & RUBEN JR.	103,453	2,805		100,648				
25928-2	O	ROQUE, PETER & HECTOR & RUBEN JR.		[5,445]			UNDERLYING FEE			
25928-3	TCE	ROQUE, PETER & HECTOR & RUBEN JR.		825						
25929-1	F	AVTAR K. DHILLON LIVING TRUST, KIERAN DHILLON TRUST & DHILLON, SHAN	103,453	2,805		100,648				
25929-2	O	AVTAR K. DHILLON LIVING TRUST, KIERAN DHILLON TRUST & DHILLON, SHAN		[5,445]			UNDERLYING FEE			
25929-3	TCE	AVTAR K. DHILLON LIVING TRUST, KIERAN DHILLON TRUST & DHILLON, SHAN		825						
25930-1	TCE	HARRIS, STEPHEN P. & TERRA H.	1.55 AC	87						
25931-1	F	SANGMA, ALAN & READ, KELLY	9,746	112		9,634				
25931-2	O	SANGMA, ALAN & READ, KELLY		[8,282]			UNDERLYING FEE			
25931-3	TCE	SANGMA, ALAN & READ, KELLY		123						
25932-1	TCE	CITY OF REDLANDS	19.83 AC	1,709			TOTAL AREA PER ASSESSORS			
25933-1	TCE	MANNING, SHEA & RODRIGUEZ, KIMBERLY	10,293	66						

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated.
Ac=acres
[ ] Indicates Underlying Fee (UF) Area
[I] Indicates Indeterminate UF
① TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 1983 Zone 5 (EPOCH 2017.50). Distances and stationing are grid distances.
Divide by 0.99991676 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

- Access Prohibited
- Access Superseded
- Existing R/W Superseded
- Access Opening (Private)
- (R) Indicates Radial Bearing
- Indicates Found Monument as noted
- Indicates calculated point. (Does not imply monument set)
- Title to State
- Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
RW000649-05

FOR PREVIOUS R/W INFORMATION SEE MAP(S) 49904-02

FULL SIZE MAP SCALE: 1" = 50'
FEET 0 25 50 100 150

TO DESIGN: 01/26/2024 EA(s): 1K860 FA#: ##
DRAFTED BY: S. GIVENS CHECKED BY: C. URIBE

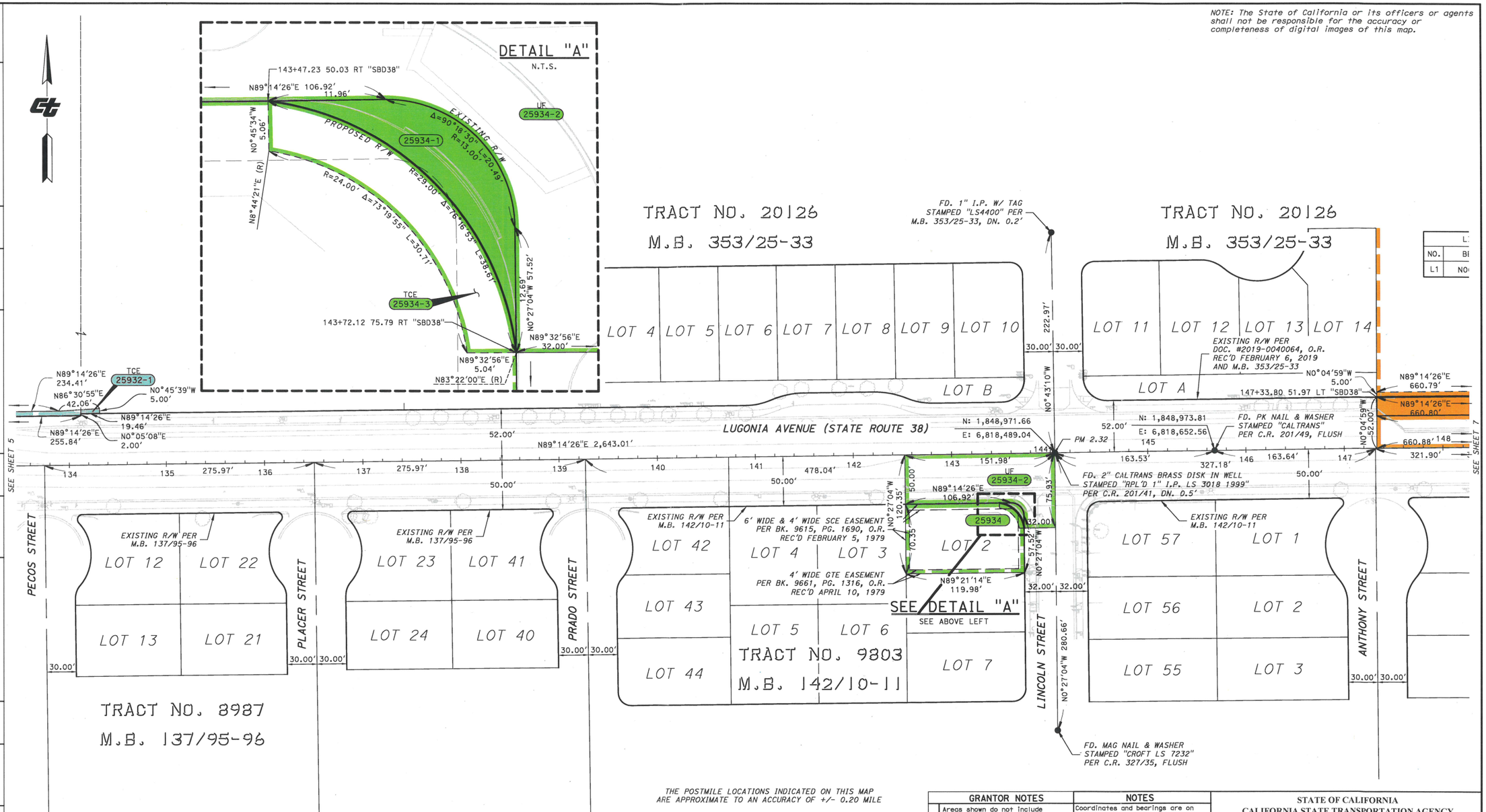
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBd	38	1.97	5	13

PROJECT ID: 08 1900 0129

R/W PROJECT SURVEYOR: CARLOS S. URIBE

DATE	REVISIONS	BY
05/10/2024	PLOTTED ENCUMBRANCES PER LITIGATION GUARANTEES, MAP UPDATES, ADDED TOPO	C. URIBE
06/20/2024	REVISED PARCEL 25932 TO TCE ONLY	C. URIBE

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



THE POSTMILE LOCATIONS INDICATED ON THIS MAP ARE APPROXIMATE TO AN ACCURACY OF +/- 0.20 MILE

PARCEL#	TITLE CODE ①	GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED	[UF]	EXCESS	[UF]	REMAINDER	REMARKS	RECORDATION TYPE②	DATE	DOC.#③
25932-1	TCE	CITY OF REDLANDS							SEE SHEET 5			
25934-1	F	BENANTI, JAMES E.	8,419	134				8,285				
25934-2	O	BENANTI, JAMES E.		[8,462]					UNDERLYING FEE			
25934-3	TCE	BENANTI, JAMES E.		173								

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated.

Acronyms
[ ] Indicates Underlying Fee (UF) Area
[I] Indicates Indeterminate UF
① TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 1983 Zone 5 (EPOCH 2017.50). Distances and stationing are grid distances.
Divide by 0.99991676 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

- Access Prohibited
- Access Superseded
- Existing R/W Superseded
- Access Opening (Private)
- (R) Indicates Radial Bearing
- Indicates Found Monument as noted
- Indicates calculated point. (Does not imply monument set)
- Title to State
- Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
RW000649-06

FOR PREVIOUS R/W INFORMATION SEE MAP(S)

FULL SIZE MAP SCALE: 1" = 50'
FEET 0 25 50 100 150

TO DESIGN: 01/26/2024 EA(s): 1K860 FAM#: ##
DRAFTED BY: S. GIVENS CHECKED BY: C. URIBE

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBd	38	2.26	6	13

PROJECT ID: 08 1900 0129

R/W PROJECT SURVEYOR: CARLOS S. URIBE

DATE	REVISIONS	BY
05/10/2024	PLOTTED ENCUMBRANCES PER LITIGATION GUARANTEES, MAP UPDATES, ADDED TOPO	C. URIBE
06/20/2024	REVISED PARCEL 25932 TO TCE ONLY	C. URIBE

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF OCCUPANCY AND RECEIPT OF RELOCATION INFORMATION

DOT RW 10-25 (REV 09/2023)

PERSONAL INFORMATION NOTICE

This form requests personal information. Disclosure of this information is voluntary. The principal purpose of the request for personal information is to facilitate processing this form. Failure to provide all or any part of the requested information may delay processing of this form. The California Department of Transportation is committed to the privacy of your personal information. Our policies regarding personal information collected and managed by our department are governed by law, including the Information Practices Act of 1977 (Civil Code Section 1798 and following).

DIST	CO	RTE	KP (P.M.)	EXP AUTH
08	SBD	038	2.11	1K860

AR	PARCEL NO.	FEDERAL PROJECT NO.
25932	25932-1	N/A

To Relocation Advisor:

- I have received the Department of Transportation's Relocation Information Brochure, Information Letter and Postcard.
- I will file my claim for any benefits due me in accordance with the instructions as set forth in the Brochure.
- I certify that the following information is true to the best of my knowledge.

Number of Occupants _____

☐ No person displaced.

I (We) first occupied the property (to be) acquired by the State on:

_____

OCCUPANT'S NAME	SIGNATURE OWNER/TENANT
CITY OF REDLANDS, A MUNICIPAL CORPORATION	
ADDRESS 300 E. Lugonia Avenue Redlands, CA 92374 APN: 0168-161-08, 0168-911-53, 0168-911-55	DATE

I have personally verified the above occupancy and I certify possession of:

Bedroom(s) _____

Living room _____

Dining room _____

Den _____

Kitchen _____

Service porch _____

Garage _____

Other _____

Total room count 0

Date of State's first offer to acquire this property: 07/24/2024

☐ Non residential

☐ No personal property to be moved

☐ Personal property only; furniture owned by

☐ Tenant ☐ Owner.

_____

Right of Way Agent

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

RIGHT OF WAY CONTRACT - STATE HIGHWAY – TEMPORARY EASEMENT

RW 8-4 (Rev. 6/95)

, California

District	County	Route	Post Mile	R/W E.A/PROJ. #.
08	SBD	038	2.11	1K860 / 0819000129

Date

CITY OF REDLANDS, A MUNICIPAL CORPORATION
Grantor(s)

THIS DOCUMENT NO., **25932-1** in the form of a **TEMPORARY EASEMENT**, covering the property particularly described in Clause 3 below has been executed and delivered to **Owen Ramsey**, **Right of Way Agent** for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

(A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

(B) Grantee requires said property **(APN 0168-161-08, 0168-911-55)** described in Document No. **25932-1** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.

(C) Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

(D) The parties to this contract shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

2. The State shall pay the undersigned grantor(s) the sum of **$1,650.00** for this Temporary Easement.

3. Permission is hereby granted to the State or its authorized agent to enter upon Grantor's land where necessary within that certain area delineated in color and identified as Parcel **25932-1** on the map marked Exhibit "A" attached hereto and made a part hereof, for the purpose of allowing contractors sufficient working area to construct a curb ramp and sidewalk including the right to remove and dispose of improvement(s).

4. It is understood and agreed that included in the amount payable in Clause 2 above is compensation in full for the actual possession and use of the Temporary Construction Easement for a period of **27** months. Said period to commence on **11/03/2025** and terminate on **02/03/2028** At least 48 (forty-eight) hours advance written notice will be given before any entry on Grantor's property.

5. The undersigned Grantor(s) warrants(s) that they are the owner(s) in fee simple of the property affected by this Temporary Easement as described in Clause 3 above and have the exclusive right to grant this Temporary Easement. Furthermore, Grantor(s) agree(s) to indemnify the State against all adverse claims, and to pay all of the State's legal fees and all other expenses resulting from the undersigned knowingly and falsely claiming ownership of the property referred to in this document.

6. This easement may also be terminated prior to the above date by the Grantee upon written notice to the Grantor.

   Written notification shall be given to the Grantor at:

   CITY OF REDLANDS
   P.O. BOX 3005
   REDLANDS, CA 92373

7. It is understood and agreed that in the event the Grantor(s) plan to sell, lease, or rent the Grantor's property prior to the earlier of the completion of the project or the final expiration date of this temporary easement, the Grantor(s) shall inform, in writing, any and all parties involved in said sale, lease, or rental, of this temporary easement and associated construction project by the State.

8. State agrees to indemnify and hold harmless the Grantor(s) from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

9. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.

10. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assigns.

11. The grantors(s) agrees that no improvements, other than those already on the property, shall be placed thereof; and planting of any crops, trees, or shrubs, or alterations, repairs or additions to existing improvements which may hereafter be placed in said area are at grantor's risk and without expectation of payment if removed by the State.

12. It is understood and agreed by and between the parties hereto that the **(2) weir boxes** on the southwest and southeast corners of the temporary construction easement area are to be protected in place.

13. This transaction will be handled through an internal escrow by **the California Department of Transportation, 464 W. 4th Street, San Bernardino, CA, 92401.**

14. In the event this information changes or the property transfers, the owner shall notify the State in writing of such occurrence at:

STATE OF CALFORNIA
CALIFORNIA DEPARTMENT OF TRANSPORTATION
464 W. 4th Street, 9th Floor, MS-950
San Bernardino, CA 92401-1400
Attn: Owen Ramsey
Office of Right of Way
(909) 371-9608

In Witness Whereof, the parties have executed this agreement the day and year first above written.

CITY OF REDLANDS, A MUNICIPAL CORPORATION

By _____
Name:
Title:

By _____
Name:
Title:

RECOMMENDED FOR APPROVAL:

By: _____
Owen Ramsey
Right of Way Agent
District 8

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED BY:

By: _____
Anthony Rizzi
Senior Right of Way Agent
District 8

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

California Department of Transportation

DISTRICT 08
DIVISION OF RIGHT OF WAY
464 WEST FOURTH STREET, MS 950 | SAN BERNARDINO, CA 92401-1400
(909)371-9608 | FAX (909)388-6877 TTY 711
www.dot.ca.gov

June 19, 2024

City of Redlands
P.O. Box 3005
Redlands, CA 92373
APN: 0168-751-58
ATTN: Erik Reeves, Field Services Superintendent

Dist 08 – SBD – 038 – PM 2.54
E.A. 1K860
Project No. 0819000129
Parcel No. 25936-1

Dear City of Redlands Facilities and Community Services,

The California Department of Transportation (Caltrans) is proposing to perform highway pavement rehabilitation, improve operational and Transportation Management Systems (TMS), upgrade sidewalk and curb ramps to meet American Disability Acts (ADA) standards, and replace sign panels at various locations along State Route 38 (SR-38), in the city of Redlands, county of San Bernardino.

Your property herein referenced as Parcel No. 25936-1, (as shown on map marked Exhibit "A"), is needed for the State's project in Redlands, California. Your property consists of a total of 93,654 **s.f.** (2. and the State is interested in a temporary construction easement (TCE) of **124 s.f.** for 27 months from **11/03/2025** to **02/03/2028**. This TCE is required for the construction of a curb ramp meeting ADA standards.

I look forward to meeting with you in person to discuss the enclosed documents, the project and its effect on your property, as well as answer any questions you may have. Please contact me at (909) 371-9608 or owen.ramsey@dot.ca.gov to schedule an appointment at your earliest convenience.

Enclosed are the necessary documents for your review and signature:

1. Two Right of Way State Highway Contracts in the amount of **$1,000.00** (Two need to be signed, dated, and returned. One will be mailed back to you fully executed for your records.)
2. Appraisal and Appraisal Summary Statement (you may retain for your records)
3. Summary Statement Relating to the Purchase of Real Property (you may retain for your records)
4. Maps showing the acquisition (you may retain for your records)

5. Title VI information (you may retain for your records)
6. Certification of Occupancy (please complete and return)

If you decide to accept the State's offer but are unable to meet me in person, please sign all necessary documents and return to me using the self-addressed, stamped envelope provided for your convenience.

If you have any questions, do not hesitate to contact me at (909) 371-9608 or at my email address: owen.ramsey@dot.ca.gov.

Sincerely yours,

Owen Ramsey

Owen Ramsey
Right of Way Agent
Right of Way Acquisitions
(909) 371-9608

Enclosures

Dist.	Co.	Rte.	P.M.	Parcel No.	Federal Aid Project No.	Date / Revised Date
08	SBD	038	2.54	25936-1	N/A	05/28/2024

Owner: City of Redlands

Date Acquired: Over 5 Years

Property Address: APN: 0168-751-58
NW c/o N. Dearborn St.
& E. Lugonia Ave.

Property to be acquired: Part ☒ All ☐

Locale: Redlands, CA

Total Property Area: 93,654 s.f.

Including Access Rights: Yes ☐ No ☒

STATUTORY BASIS OF VALUATION

The market value for the property to be acquired by the State is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Code of Civil Procedure Section 1263.321 defines the Value for Nonprofit, Special Use Property as follows:

> A just and equitable method of determining the value of nonprofit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision (c) of Section 824 of the Evidence Code.

The market value for the property to be acquired by the State is based upon Code of Civil Procedure Section 1263.320 as defined above.

BASIC PROPERTY DATA

Interest valued:	Temporary Construction Easement (TCE)
Date of valuation:	05/21/2024 Original ☒ Updated ☐
Applicable zoning:	R-E, Residential Estate
Area to be acquired:	124 s.f. TCE
Highest and best use:	Residential
Current use:	Agricultural

AREAS WITHIN THE RIGHT OF WAY

Sub-parcel	Area
25936-1 Temporary Construction Easement	124 s.f.

Total Area = 124 s.f.

IMPROVEMENTS WITHIN THE RIGHT OF WAY

Item	Size
N/A	N/A

Lump Sum Total = N/A

Value of the Entire Property $ Not appraised

Value of the property being acquired including the following improvements:

Land: $ 133.92
Imps: $ N/A

$ N/A

Value of the remainder as part of the whole before the State's acquisition $ N/A

Value of the remainder as a separate parcel (cured) $ N/A

Severance Damages (see page 4):

Cost to Cure Damages: $ N/A

Incurable Damages: $ N/A

Total Damages: $ N/A

Benefits (see page 4): $ N/A

Net Damages: $ N/A

The amount of any other compensation: $ 0.00

JUST COMPENSATION FOR ACQUISITION $ 133.92

Rounded To $ 500.00 (Nominal)

Construction Contract Work $ N/A

SEVERANCE DAMAGES

COST TO CURE DAMAGE ITEMS

Item	Size
N/A	N/A

Lump Sum Total $ N/A

INCURABLE DAMAGES

(Narrative explanation and calculations, if applicable)

Lump Sum Total $ N/A

TOTAL DAMAGES $ N/A

BENEFITS

(Narrative explanation and calculations, if applicable)

Lump Sum Total $ N/A

NET DAMAGES (Total Damages less Benefits) $ N/A

CONSTRUCTION CONTRACT WORK ITEMS

None

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY

1. The Sales Comparison approach is based on the consideration of comparable land and improved sales.
   Indicated value by Sales Comparison Approach $ 500.00
   See attached sheet for principal transactions.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors.
   Total Replacement Cost New $ N/A
   Depreciation from all causes $ N/A
   Value of Improvements in Place $ N/A

   Land (estimated by direct sales comparison) $ N/A
   Indicated value by Cost Approach $ N/A

3. The income approach is based on an analysis of income and expenses to the property.
   Overall Capitalization Rate N/A %
   Net Operating Income $ N/A
   Indicated value by Income Approach $ N/A

4. Other
   Indicated value $ N/A

SUMMARY OF THE BASIS FOR JUST COMPENSATION

The Sales Comparison Approach to value has been utilized in this report. Sales Comparison is the most commonly used and preferred method of valuing land. Data on sales of similar parcels of land is collected, analyzed, compared and adjusted to reflect the similarity or dissimilarity of those parcels to the subject site. The Cost Approach was not applicable as no improvements are affected by the proposed construction. The Income Approach was not applicable and therefore not utilized.

Severance damages to the remainder have not been found. The subject property remainder will continue to have the same highest and best use, degree of access and development potential as in the before condition. Based on the city of Redlands' Planning Department, the remainder will continue to be conforming, according to the minimum requirements for Residential Estate (R-E) zoning for residential developments.

No benefits to the remainder have been found or have been estimated. There are no specific benefits to the remainder due to construction in the manner proposed by extending the pavement life and improving ride quality, improving pedestrian path of travel by updating and upgrading existing facilities in accordance with ADA accessibility standards and upgrading Transportation Management Systems (TMS) elements.

The estimate of Just Compensation for this parcel is the sum of the estimated Fair Market Value of the part acquired and any estimated net Severance Damages.

LIST OF PRINCIPAL TRANSACTIONS

SB24-21

ADDRESS:	D Street
APN:	0152-223-01
RECORDING DATE:	8/24/2022
SALE PRICE:	$160,000.00

SB24-22

ADDRESS:	N. Grove Street
APN:	0170-221-53, -55
RECORDING DATE:	10/27/2022
SALE PRICE:	$1,023,000.00

SB24-23

ADDRESS:	Texas Street and Domestic Avenue
APN:	0167-031-02, -04, -16
RECORDING DATE:	4/14/2022
SALE PRICE:	$7,175,000.00

SB24-24

ADDRESS:	18291 Randall Ave
APN:	0249-151-31
RECORDING DATE:	05/25/2023
SALE PRICE:	$1,650,000.00

SERVICELINK, LLC
400 CORPORATION DRIVE, ALIQUIPPA, PA 15001
(714) 247-7000 • (800) 323-0165

LITIGATION GUARANTEE

SCHEDULE A

ORDER NO: 240161450

REF: 25936

LIABILITY: $10,000.00

FEE: $500.00

1. NAME OF ASSURED:

   CAL-TRANS

2. DATE OF GUARANTEE: 03/11/2024 @ 8:00am

3. THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF AN ACTION FOR

   CONDEMNATION (EMINENT DOMAIN)

4. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS GUARANTEE IS:

   A FEE

5. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

   CITY OF REDLANDS, A MUNICIPAL CORPORATION

6. THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE CITY OF REDLANDS COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IS DESCRIBED AS FOLLOWS:

LOT B OF TRACT NO. 15937, AS PER MAP FILED IN BOOK 278, PAGES 48 TO 54, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY.

APN: 0168-751-58-0-000

LITIGATION GUARANTEE

SCHEDULE B

PART I

1. PROPERTY TAXES, WHICH ARE A LIEN NOT YET DUE AND PAYABLE, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES TO BE LEVIED FOR THE NEXT TAX YEAR.

2. GENERAL AND SPECIAL STATE, COUNTY AND/OR CITY PROPERTY TAXES FOR THE FISCAL YEAR 2023-2024, AS FOLLOWS:
ASSESSOR'S PARCEL NO. : 0168-751-58-0-000
ASSESSOR'S TAX ID: 0168-751-58-0-000
DISTRICT NUMBER : 005-000
TOTAL : $0.00
FIRST INSTALLMENT : PAID (DUE DATE:N/A)
SECOND INSTALLMENT : PAID (DUE DATE:N/A)
LAND VALUE :
IMPROVEMENT VALUE :
EXEMPTION:
SPECIAL ASSESSMENT:N/A
NOTES:

3. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

4. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

NOTE: ***TAXES WILL BE REFLECTED FROM PAYMENT THROUGH CLOSING***

5. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.

6. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

7. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART 1-REQUIREMENTS ARE MET.

NOTE: ***WILL BE REMOVED FROM THE FINAL TITLE POLICY***

8. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

NOTE: ***WILL BE REMOVED FROM THE FINAL TITLE POLICY UPON RECEIPT OF THE EXECUTED BUYER/SELLER AFFIDAVITS***

9. PURSUANT TO GOVERNMENT CODE SECTION 27388.1, AS AMENDED AND EFFECTIVE AS OF 1-1-2018, A DOCUMENTARY TRANSFER TAX (DTT) AFFIDAVIT MAY BE REQUIRED TO BE COMPLETED AND SUBMITTED WITH EACH DOCUMENT WHEN DTT IS BEING PAID OR WHEN AN EXEMPTION IS BEING CLAIMED FROM PAYING THE TAX. IF A GOVERNMENTAL AGENCY IS A PARTY TO THE DOCUMENT, THE FORM WILL NOT BE REQUIRED. DDT AFFIDAVITS MAY BE AVAILABLE AT A TAX ASSESSOR-COUNTY CLERK-RECORDER.

10. MUST BE PAID WHETHER IT'S UNDER THE PREVIOUS OWNER OR NOT. THEY ARE LIENABLE ITEMS THAT AFFECT THE PROPERTY. NEED TO BE CALLED ON AND OBTAIN DEMANDS. MUNICIPAL AND UTILITY SERVICES HAVE NOT BEEN EXAMINED FOR THIS COUNTY.

11. TRANSFER TAX AFFIDAVIT REQUIREMENTS: NONE

PRELIMINARY CHARGE OF OWNERSHIP (PCOR) – ORIGINAL OR $20.00 WILL BE CHARGED.

TRANSFER TAX: (PER 1,000.00)

COUNTY: $1.10

CITIES: NONE

12. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS.

13. A) COVENANTS, CONDITIONS AND RESTRICTIONS, IF ANY, APPEARING IN THE PUBLIC RECORDS, DELETING THEREFROM ANY RESTRICTIONS INDICATING ANY PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.

B) EASEMENTS OR SERVITUDES APPEARING IN THE PUBLIC RECORDS.

C) LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS OR MINERAL RIGHTS APPEARING IN THE PUBLIC RECORDS.

D) LOSS OR DAMAGE BY REASON OF ANY VIOLATION, VARIATION, ENCROACHMENT OR ADVERSE CIRCUMSTANCES AFFECTING THE TITLE THAT WOULD HAVE BEEN DISCLOSED BY AN ACCURATE SURVEY.

E) HOMEOWNER ASSOCIATION ASSESSMENTS, IF ANY, PAYABLE TO UNIVERSITY GROVE ASSOCIATION

14. EASEMENT DEED RECORDED 03/05/2002 DOC# 2002-0110088, OFFICIAL RECORDS

15. EASEMENT{S) FOR THE PURPOSE{S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED/RESERVED IN A DOCUMENT.

IN FAVOR OF : LUGONIA WATER COMPANY

PURPOSE : IRRIGATION PIPELINE

RECORDED : 02/04/2002 DOC# 20020056533, OF OFFICIAL RECORDS

16. EASEMENT{S) FOR THE PURPOSE{S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED/RESERVED IN A DOCUMENT.

IN FAVOR OF : SOUTHERN CALIFORNIA EDISON COMPANY

PURPOSE : PUBLIC UTILITIES

RECORDED : 04/03/2001 DOC# 20010123007, OF OFFICIAL RECORDS

17. EASEMENT{S) FOR THE PURPOSE{S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED/RESERVED IN A DOCUMENT.

IN FAVOR OF : GTE CALIFORNIA INCORPORATED

PURPOSE : PUBLIC UTILITIES

RECORDED : 08/15/2000 DOC# 20000293314, OF OFFICIAL RECORDS

18. AVIGATION EASEMENT RECORDED 05/19/2000 DOC# 20000179481, OFFICIAL RECORDS

19. THE MATTERS SET FORTH IN THE DOCUMENT SHOWN BELOW WHICH, AMONG OTHER THINGS, CONTAINS OR PROVIDES FOR: PROVISIONS RELATING TO PARTITION; RESTRICTIONS ON SEVERABILITY OF COMPONENT PARTS; AND COVENANTS, CONDITIONS AND RESTRICTIONS (BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW).

RECORDED : 09/15/2000 DOC# 20000337435, OF OFFICIAL RECORDS

PART II

NOTE: PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT YOUR TITLE OFFICE IMMEDIATELY FOR FURTHER REVIEW.PART II

LITIGATION GUARANTEE

SCHEDULE C

ADDRESSES

PARAGRAPH NUMBER: 5, SCHEDULE A
MAILING ADDRESS (ES):

CITY OF REDLANDS, A MUNICIPAL CORPORATION

P.O. Box 3005
Redlands, CA 92373

SERVICELINK, LLC
400 CORPORATION DRIVE, ALIQUIPPA, PA 15001
(714) 247-7000 • (800) 323-0165

TRANSMITTAL

TO: CAL TRANS

SCARAMENTO, CA 95816
ATTENTION:
ORDER NO:
REFERENCE NO:

DATE: 04/04/2024

PLEASE FIND ENCLOSED HEREWITH ITEMS CHECKED BELOW:

___ CERTIFIED COPY

___ OWNERS POLICY

___ ALTA POLICY

___ CORRECTED GUARANTEE, POLICY AND/OR ENDORSEMENT

___ ENDORSEMENT

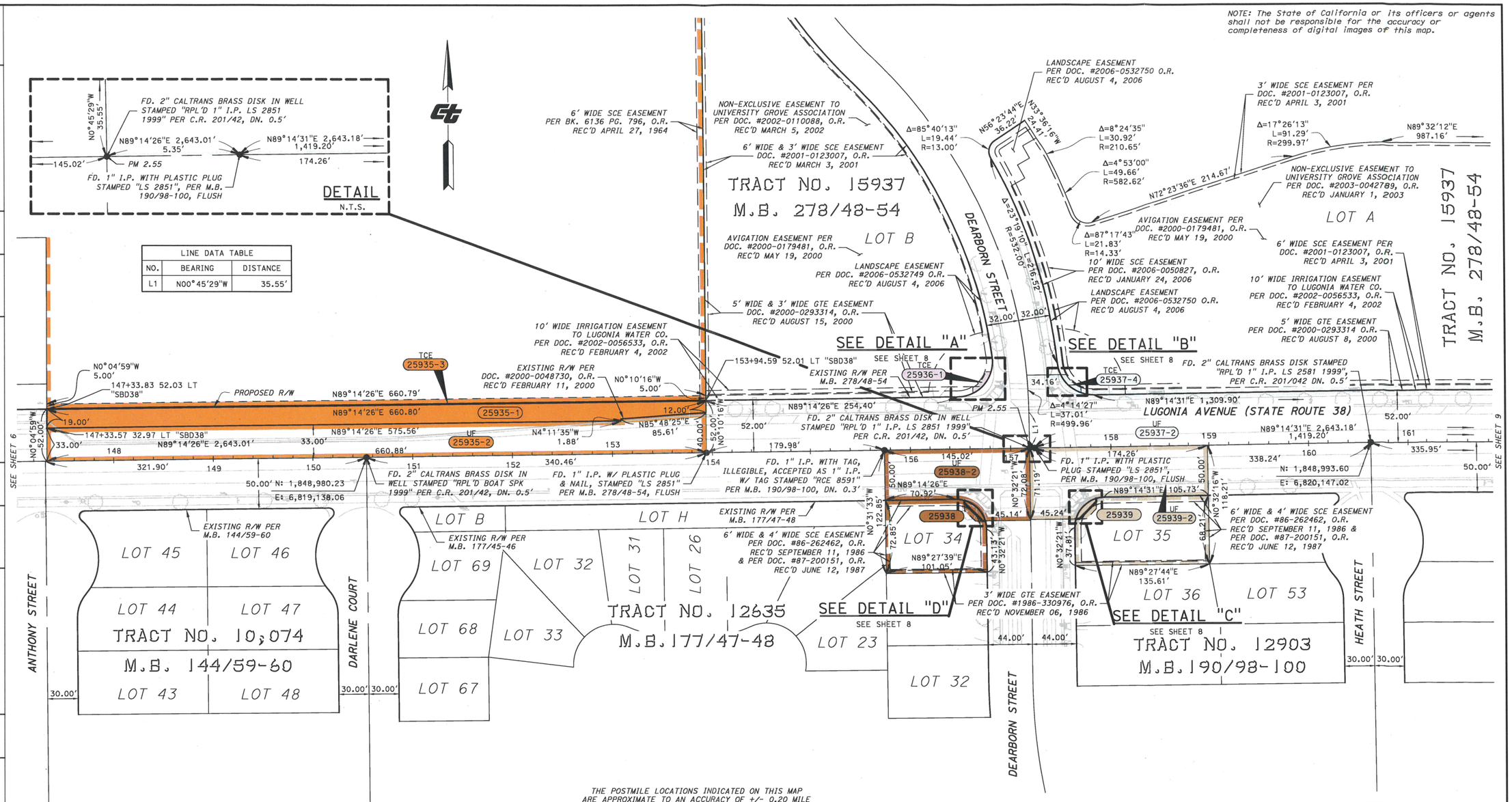
___ PRELIMINARY REPORT

___ SUPPLEMENTAL REPORT

X **LITIGATION GUARANTEE**

Vangie Ortega
VANGIE ORTEGA, TITLE OFFICER

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



THE POSTMILE LOCATIONS INDICATED ON THIS MAP ARE APPROXIMATE TO AN ACCURACY OF +/- 0.20 MILE

PARCEL#	TITLE CODE ①	GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED [UF]	EXCESS [UF]	REMAINDER	REMARKS	RECORDATION TYPE②	DATE	DOC.#③
25935-1	F	THE HOLY NAME OF JESUS CATHOLIC COMMUNITY INC.	19.50 AC	12,176		19.22 AC	TOTAL AREA PER ASSESSORS			
25935-2	O	THE HOLY NAME OF JESUS CATHOLIC COMMUNITY INC.		[22,185]			UNDERLYING FEE			
25935-3	TCE	THE HOLY NAME OF JESUS CATHOLIC COMMUNITY INC.		3,304						
25936-1	TCE	CITY OF REDLANDS	2.15 AC	124			TOTAL AREA PER ASSESSORS			
25937-2	O	CITY OF REDLANDS	7.445 AC	[75,685]			UNDERLYING FEE			
25937-4	TCE	CITY OF REDLANDS		118						
25938-1	F	THE BEDELIAN FAMILY LIVING TRUST	7,186	127		7,059				
25938-2	O	THE BEDELIAN FAMILY LIVING TRUST		[8,410]			UNDERLYING FEE			
25938-3	TCE	THE BEDELIAN FAMILY LIVING TRUST		100						
25939-1	F	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST	9,024	131		7,059				
25939-2	O	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST		[10,104]			UNDERLYING FEE			
25939-3	TCE	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST		95						

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated.
Acreages
[ ] Indicates Underlying Fee (UF) Area
[I] Indicates Indeterminate UF
① TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 1983 Zone 5 (EPOCH 2017.50). Distances and stationing are grid distances.
Divide by 0.99991676 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

Access Prohibited
Access Superseded
Existing R/W Superseded
Access Opening (Private)
(R) Indicates Radial Bearing
● Indicates Found Monument as noted
○ Indicates calculated point. (Does not imply monument set)
Title to State
Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
RW000649-07

FOR PREVIOUS R/W INFORMATION SEE MAP(S)

FULL SIZE MAP SCALE: 1" = 50'
FEET 0 25 50 100 150

TO DESIGN: 01/26/2024 EA(s): 1K860 FA#: ##
DRAFTED BY: S. GIVENS CHECKED BY: C. URIBE

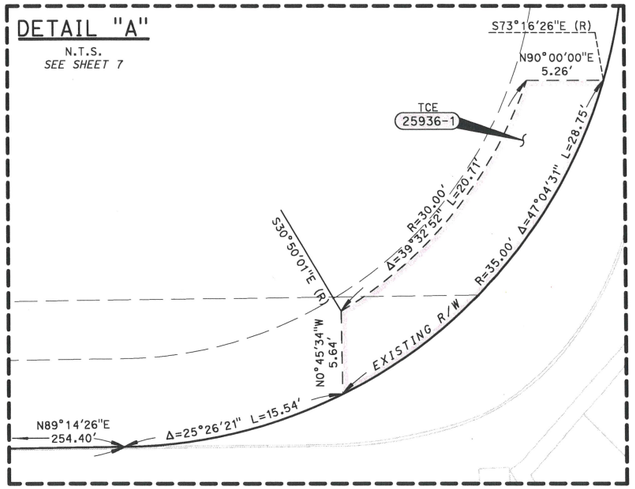
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBd	38	2.49	7	13

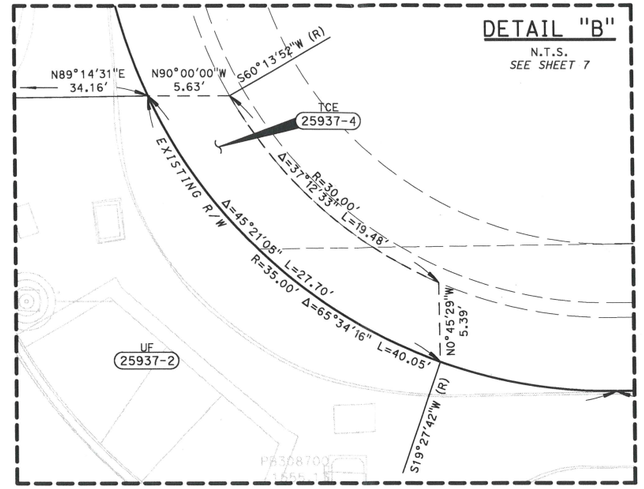
PROJECT ID: 08 1900 0129

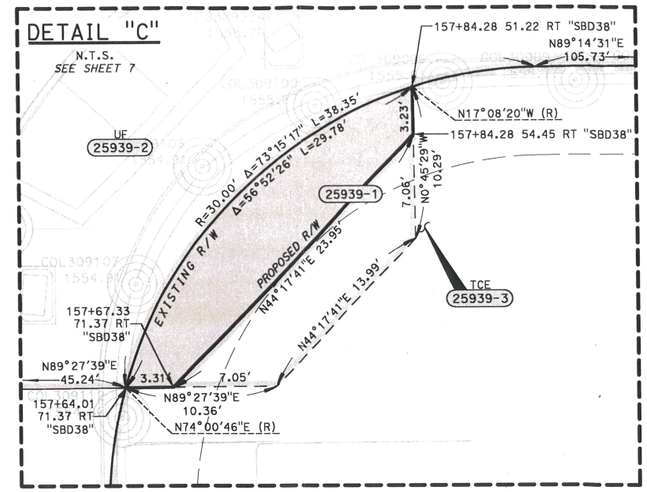
R/W PROJECT SURVEYOR: CARLOS S. URIBE

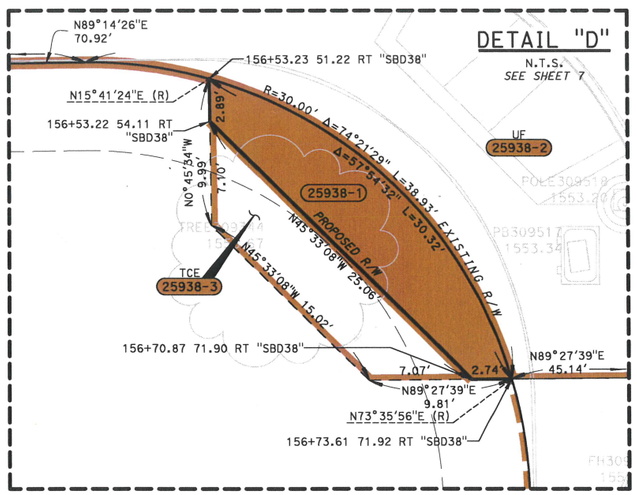
DATE	REVISIONS	BY
05/10/2024	PLOTTED ENCUMBRANCES PER LITIGATION GUARANTEES, MAP UPDATES, ADDED TOPO	C. URIBE

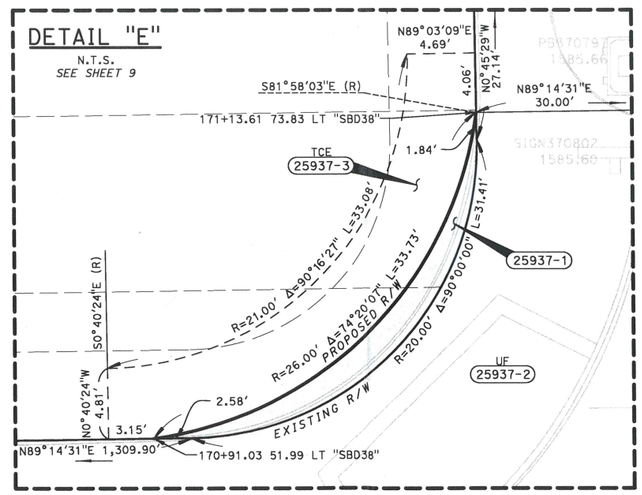
NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

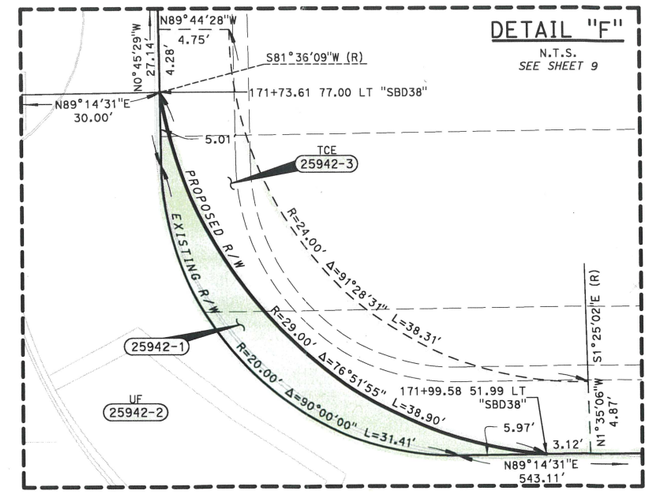












PARCEL#	TITLE CODE ①	GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED	[UF]	EXCESS	[UF]	REMAINDER	REMARKS	RECORDATION TYPE ②	DATE	DOC.# ③
25936-1	TCE	CITY OF REDLANDS							SEE SHEET 6			
25937-1	F	CITY OF REDLANDS							SEE SHEET 8			
25937-2	O	CITY OF REDLANDS							SEE SHEET 6			
25937-3	TCE	CITY OF REDLANDS							SEE SHEET 8			
25937-4	TCE	CITY OF REDLANDS							SEE SHEET 6			
25938-1	F	THE BEDELIAN FAMILY LIVING TRUST							SEE SHEET 6			
25938-2	O	THE BEDELIAN FAMILY LIVING TRUST							SEE SHEET 6			
25938-3	TCE	THE BEDELIAN FAMILY LIVING TRUST							SEE SHEET 6			
25939-1	F	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST							SEE SHEET 6			
25939-2	O	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST							SEE SHEET 6			
25939-3	TCE	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST							SEE SHEET 6			
25942-1	F	CITY OF REDLANDS							SEE SHEET 8			
25942-2	O	CITY OF REDLANDS							SEE SHEET 8			
25942-3	TCE	CITY OF REDLANDS							SEE SHEET 8			

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated.
Ac=acres
[ ] Indicates Underlying Fee (UF) Area
[I] Indicates Indeterminate UF
① TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 1983 Zone 5 (EPOCH 2017.50). Distances and stationing are grid distances.
Divide by 0.99991676 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

Access Prohibited
Access Superseded
Existing R/W Superseded
Access Opening (Private)
(R) Indicates Radial Bearing
● Indicates Found Monument as noted
○ Indicates calculated point. (Does not imply monument set)
Title to State
Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
RW000649-08

FOR PREVIOUS R/W INFORMATION SEE MAP(S)

FULL SIZE MAP SCALE: 1" = 50'
FEET 0 25 50 100 150

TO DESIGN: 01/26/2024 EA(s): 1K860 FA#: ##
DRAFTED BY: S. GIVENS CHECKED BY: C. URIBE

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBd	38		8	13

PROJECT ID: 08 1900 0129

R/W PROJECT SURVEYOR: CARLOS S. URIBE

DATE	REVISIONS	BY
05/10/2024	MAP UPDATES, ADDED TOPO	C. URIBE

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF OCCUPANCY AND RECEIPT OF RELOCATION INFORMATION

DOT RW 10-25 (REV 09/2023)

PERSONAL INFORMATION NOTICE

This form requests personal information. Disclosure of this information is voluntary. The principal purpose of the request for personal information is to facilitate processing this form. Failure to provide all or any part of the requested information may delay processing of this form. The California Department of Transportation is committed to the privacy of your personal information. Our policies regarding personal information collected and managed by our department are governed by law, including the Information Practices Act of 1977 (Civil Code Section 1798 and following).

DIST	CO	RTE	KP (P.M.)	EXP AUTH
08	SBD	038	2.54	1K860

AR	PARCEL NO.	FEDERAL PROJECT NO.
25936	25936-1	N/A

To Relocation Advisor:

- I have received the Department of Transportation's Relocation Information Brochure, Information Letter and Postcard.
- I will file my claim for any benefits due me in accordance with the instructions as set forth in the Brochure.
- I certify that the following information is true to the best of my knowledge.

Number of Occupants _____

☒ No person displaced.

I (We) first occupied the property (to be) acquired by the State on:

_____

OCCUPANT'S NAME	SIGNATURE OWNER/TENANT
CITY OF REDLANDS, A MUNICIPAL CORPORATION	
ADDRESS NW c/o N. Dearborn St. & E. Lugonia Ave. Redlands, CA 92374 APN: 0168-751-58	DATE

I have personally verified the above occupancy and I certify possession of:

Bedroom(s) _____

Living room _____

Dining room _____

Den _____

Kitchen _____

Service porch _____

Garage _____

Other _____

Total room count 0

Date of State's first offer to acquire this property: 06/19/2024

☐ Non residential

☐ No personal property to be moved

☐ Personal property only; furniture owned by

☐ Tenant ☐ Owner.

_____

Right of Way Agent

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY CONTRACT - STATE HIGHWAY – TEMPORARY EASEMENT

RW 8-4 (Rev. 6/95)

, California

District	County	Route	Post Mile	R/W E.A/PROJ. #.
08	SBD	038	2.54	1K860 / 0819000129

Date

CITY OF REDLANDS, A MUNICIPAL CORPORATION

Grantor(s)

THIS DOCUMENT NO., **25936-1** in the form of a **TEMPORARY EASEMENT**, covering the property particularly described in Clause 3 below has been executed and delivered to **Owen Ramsey**, **Right of Way Agent** for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

(A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

(B) Grantee requires said property **(APN 0168-751-58)** described in Document No. **25936-1** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.

(C) Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

(D) The parties to this contract shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

2. The State shall pay the undersigned grantor(s) the sum of **$1,000.00** for this Temporary Easement.

3. Permission is hereby granted to the State or its authorized agent to enter upon Grantor's land where necessary within that certain area delineated in color and identified as Parcel **25936-1** on the map marked Exhibit "A" attached hereto and made a part hereof, for the purpose of allowing contractors sufficient working area in and around the ADA curb ramp including the right to remove and dispose of improvement(s).

   allowing contractors sufficient working area in and around the curb ramp

4. It is understood and agreed that included in the amount payable in Clause 2 above is compensation in full for the actual possession and use of the Temporary Construction Easement for a period of **27** months. Said period to commence on **11/03/2025** and terminate on **02/03/2028** At least 48 (forty-eight) hours advance written notice will be given before any entry on Grantor's property.

5. The undersigned Grantor(s) warrants(s) that they are the owner(s) in fee simple of the property affected by this Temporary Easement as described in Clause 3 above and have the exclusive right to grant this Temporary Easement. Furthermore, Grantor(s) agree(s) to indemnify the State against all adverse claims, and to pay all of the State's legal fees and all other expenses resulting from the undersigned knowingly and falsely claiming ownership of the property referred to in this document.

6. This easement may also be terminated prior to the above date by the Grantee upon written notice to the Grantor.

   Written notification shall be given to the Grantor at:

   City of Redlands
   P.O. Box 3005
   Redlands, CA 92373

7. It is understood and agreed that in the event the Grantor(s) plan to sell, lease, or rent the Grantor's property prior to the earlier of the completion of the project or the final expiration date of this temporary easement, the Grantor(s) shall inform, in writing, any and all parties involved in said sale, lease, or rental, of this temporary easement and associated construction project by the State.

8. State agrees to indemnify and hold harmless the Grantor(s) from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

9. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.

10. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assigns.

11. The grantors(s) agrees that no improvements, other than those already on the property, shall be placed thereof; and planting of any crops, trees, or shrubs, or alterations, repairs or additions to existing improvements which may hereafter be placed in said area are at grantor's risk and without expectation of payment if removed by the State.

12. This transaction will be handled through an internal escrow by **The California Department of Transportation, 464 W. 4th Street, San Bernardino, CA, 92401**.

In the event this information changes or the property transfers, the owner shall notify the State in writing of such occurrence at:

STATE OF CALFORNIA
CALIFORNIA DEPARTMENT OF TRANSPORTATION
464 W. 4th Street, 9th Floor, MS-950
San Bernardino, CA 92401-1400
Attn: <u>Owen Ramsey</u>
Office of Right of Way
(909) 371-9608

In Witness Whereof, the parties have executed this agreement the day and year first above written.

CITY OF REDLANDS, A MUNICIPAL CORPORATION

By _____
Name:
Title:

By _____
Name:
Title:

RECOMMENDED FOR APPROVAL:

By: _____
Owen Ramsey
Right of Way Agent
District 8

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED BY:

By: _____
Anthony Rizzi
Senior Right of Way Agent
District 8

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

RIGHT OF WAY CONTRACT - STATE HIGHWAY – TEMPORARY EASEMENT

RW 8-4 (Rev. 6/95)

, California

DISTRICT	COUNTY	ROUTE	POST MILE	R/W E.A/PROJ. #.
08	SBD	038	2.54	1K860 / 0819000129

Date

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(C) Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

(D) The parties to this contract shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

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3. Permission is hereby granted to the State or its authorized agent to enter upon Grantor's land where necessary within that certain area delineated in color and identified as Parcel **25936-1** on the map marked Exhibit "A" attached hereto and made a part hereof, for the purpose of allowing contractors sufficient working area in and around the ADA curb ramp including the right to remove and dispose of improvement(s).

   allowing contractors sufficient working area in and around the curb ramp

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7. It is understood and agreed that in the event the Grantor(s) plan to sell, lease, or rent the Grantor's property prior to the earlier of the completion of the project or the final expiration date of this temporary easement, the Grantor(s) shall inform, in writing, any and all parties involved in said sale, lease, or rental, of this temporary easement and associated construction project by the State.

8. State agrees to indemnify and hold harmless the Grantor(s) from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

9. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.

10. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assigns.

11. The grantors(s) agrees that no improvements, other than those already on the property, shall be placed thereof; and planting of any crops, trees, or shrubs, or alterations, repairs or additions to existing improvements which may hereafter be placed in said area are at grantor's risk and without expectation of payment if removed by the State.

12. This transaction will be handled through an internal escrow by **The California Department of Transportation, 464 W. 4th Street, San Bernardino, CA, 92401**.

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STATE OF CALFORNIA
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464 W. 4th Street, 9th Floor, MS-950
San Bernardino, CA 92401-1400
Attn: Owen Ramsey
Office of Right of Way
(909) 371-9608

In Witness Whereof, the parties have executed this agreement the day and year first above written.

CITY OF REDLANDS, A MUNICIPAL CORPORATION

By _____
Name:
Title:

By _____
Name:
Title:

RECOMMENDED FOR APPROVAL:

By: _____
Owen Ramsey
Right of Way Agent
District 8

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED BY:

By: _____
Anthony Rizzi
Senior Right of Way Agent
District 8

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

MEMORANDUM

To: ANTHONY RIZZI, Chief
Acquisition Branch
District 8

Date: July 30th, 2024

File No.: 08-SBd-38 PM 2.7
A.R. No. 25937
Dated 05/21/2024
E.A. 1K860
Project No. 0819000129

From: SHANNON SMITH, Chief
Appraisal Branch
District 8

Subject: MEMORANDUM OF ADJUSTMENT - PARCEL NO. 25937

This Memorandum of Adjustment is being prepared at the request of the Acquisition Branch to include lawn improvements in the appraised value as it will be affected by construction in the manner proposed. Based on this request and Right of Way Map Number RW000649-07, -08, -09, the calculations are as follows:

LAND:

Parcel No. 25937-1 Fee Simple Estate:
48 s.f. @ $8.28 per s.f. = $397.44

Parcel No. 25937-2 Underlying Fee:
75,685 s.f. @ $1.00 = $ 1.00

Parcel No. 25937-3 Temporary Construction Easement:
184 s.f. @ $8.28 per s.f. x 5.8%/12 Months = $7.36 per month
$7.36 per month x 27 months = $198.72

Parcel No. 25937-4 Temporary Construction Easement:
118 s.f. @ $8.28 per s.f. x 5.8%/12 Months = $4.72 per month
$4.72 per month x 27 months = $127.44

Total Land Value = $724.60

IMPROVEMENTS

Located within the proposed Right of Way is a grass lawn. The following cost data was obtained from the Marshall and Swift Valuation Service Handbook. Information regarding the improvements was located under Section 66, Page 8. Information regarding cost and local multipliers was located under Section 99, Pages 3 & 6, updated April 2024. Valued-in-place items are the amount a prudent purchaser would pay for an item determined by the use it contributes to the whole. (Current Local Multiplier is 1.15. Current Cost Multiplier is 1.05).

48 s.f. lawn sod @ $1.53 per s.f.	=	$73.44
TOTAL IMPROVEMENTS	**=**	**$73.44**

Total Land & Improvements **= $798.04**

Rounded To **= $800.00 (Nominal)**

Recommended for Approval:
Associate R/W Agent
District 8

Stephen P. Hensley
STEPHEN HENSLEY

7/30/2024
DATE

Approved:
R/W Appraisal Senior
District 8

SHANNON SMITH

7/31/2024
DATE

Dist.	Co.	Rte.	P.M.	Parcel No.	Federal Aid Project No.	Date / Revised Date
08	SBD	038	2.7	25937-1, -2, -3, -4	N/A	05/28/2024 07/31/2024 MOA

Owner: City of Redlands

Date Acquired: Over 5 Years

Property Address: APN: 0168-751-57 & 0168-791-30 NE c/o N. Dearborn St., on E. Lugonia Ave.

Property to be acquired: Part ☒ All ☐

Locale: Redlands, CA

Total Property Area: 7.445 Acres

Including Access Rights: Yes ☐ No ☒

STATUTORY BASIS OF VALUATION

The market value for the property to be acquired by the State is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Code of Civil Procedure Section 1263.321 defines the Value for Nonprofit, Special Use Property as follows:

> A just and equitable method of determining the value of nonprofit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision (c) of Section 824 of the Evidence Code.

The market value for the property to be acquired by the State is based upon Code of Civil Procedure Section 1263.320 as defined above.

BASIC PROPERTY DATA

Interest valued:	Fee Simple Estate, Underlying Fee, & Temporary Construction Easement (TCE)
Date of valuation:	05/21/2024 Original ☐ Updated ☒ 07/30/2024 MOA
Applicable zoning:	R-E, Residential Estate
Area to be acquired:	48 s.f. Fee, 75,685 s.f. Underlying Fee, 184 s.f. TCE, 118 s.f. TCE
Highest and best use:	Residential
Current use:	Agricultural

AREAS WITHIN THE RIGHT OF WAY

Sub-parcel	Area
25937-1 Fee Simple Estate	48 s.f.
25937-2 Underlying Fee	75,685 s.f.
25937-3 Temporary Construction Easement	184 s.f.
25937-4 Temporary Construction Easement	118 s.f.

Total Area = 76,035 s.f.

IMPROVEMENTS WITHIN THE RIGHT OF WAY

Item	Size
Lawn sod	48 s.f.

Lump Sum Total = $73.44

Value of the Entire Property $ Not appraised

Value of the property being acquired including the following improvements:

Land: $ 724.60
Imps: $ 73.44

$ 798.04

Value of the remainder as part of the whole before the State's acquisition $ N/A

Value of the remainder as a separate parcel (cured) $ N/A

Severance Damages (see page 4):

Cost to Cure Damages: $ N/A

Incurable Damages: $ N/A

Total Damages: $ N/A

Benefits (see page 4): $ N/A

Net Damages: $ N/A

The amount of any other compensation: $ 0.00

JUST COMPENSATION FOR ACQUISITION $ 798.04

Rounded To $ 800.00 (Nominal)

Construction Contract Work $ N/A

SEVERANCE DAMAGES

COST TO CURE DAMAGE ITEMS

Item	Size
N/A	N/A

Lump Sum Total $ N/A

INCURABLE DAMAGES

(Narrative explanation and calculations, if applicable)

Lump Sum Total $ N/A

TOTAL DAMAGES $ N/A

BENEFITS

(Narrative explanation and calculations, if applicable)

Lump Sum Total $ N/A

NET DAMAGES (Total Damages less Benefits) $ N/A

CONSTRUCTION CONTRACT WORK ITEMS

None

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY

1. The Sales Comparison approach is based on the consideration of comparable land and improved sales.
   Indicated value by Sales Comparison Approach $ 800.00
   See attached sheet for principal transactions.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors.
   Total Replacement Cost New $ N/A
   Depreciation from all causes $ N/A
   Value of Improvements in Place $ N/A

   Land (estimated by direct sales comparison) $ N/A
   Indicated value by Cost Approach $ N/A

3. The income approach is based on an analysis of income and expenses to the property.
   Overall Capitalization Rate N/A %
   Net Operating Income $ N/A
   Indicated value by Income Approach $ N/A

4. Other
   Indicated value $ N/A

SUMMARY OF THE BASIS FOR JUST COMPENSATION

The Sales Comparison Approach to value has been utilized in this report. Sales Comparison is the most commonly used and preferred method of valuing land. Data on sales of similar parcels of land is collected, analyzed, compared and adjusted to reflect the similarity or dissimilarity of those parcels to the subject site. The Cost Approach was not applicable as no improvements are affected by the proposed construction. The Income Approach was not applicable and therefore not utilized.

Severance damages to the remainder have not been found. The subject property remainder will continue to have the same highest and best use, degree of access and development potential as in the before condition. Based on the city of Redlands' Planning Department, the remainder will continue to be conforming, according to the minimum requirements for Residential Estate (R-E) zoning for residential developments.

No benefits to the remainder have been found or have been estimated. There are no specific benefits to the remainder due to construction in the manner proposed by extending the pavement life and improving ride quality, improving pedestrian path of travel by updating and upgrading existing facilities in accordance with ADA accessibility standards and upgrading Transportation Management Systems (TMS) elements.

The estimate of Just Compensation for this parcel is the sum of the estimated Fair Market Value of the part acquired and any estimated net Severance Damages.

LIST OF PRINCIPAL TRANSACTIONS

SB24-21

ADDRESS:	D Street
APN:	0152-223-01
RECORDING DATE:	8/24/2022
SALE PRICE:	$160,000.00

SB24-22

ADDRESS:	N. Grove Street
APN:	0170-221-53, -55
RECORDING DATE:	10/27/2022
SALE PRICE:	$1,023,000.00

SB24-23

ADDRESS:	Texas Street and Domestic Avenue
APN:	0167-031-02, -04, -16
RECORDING DATE:	4/14/2022
SALE PRICE:	$7,175,000.00

SB24-24

ADDRESS:	18291 Randall Ave
APN:	0249-151-31
RECORDING DATE:	05/25/2023
SALE PRICE:	$1,650,000.00

GUIDELINE INSTRUCTIONS
FOR
EXHIBIT 8-EX-15A "APPRAISAL SUMMARY STATEMENT"

The purpose of this exhibit is to comply with modifications to the State Uniform Act and to fully inform the grantor of pertinent elements to the valuation process. When you place the pointer on one of the gray boxes and click, a line of text should show across the bottom of the screen. The line of text will give direction concerning completion of the form.

Only include lump sum totals in (do not include individual dollar amounts):

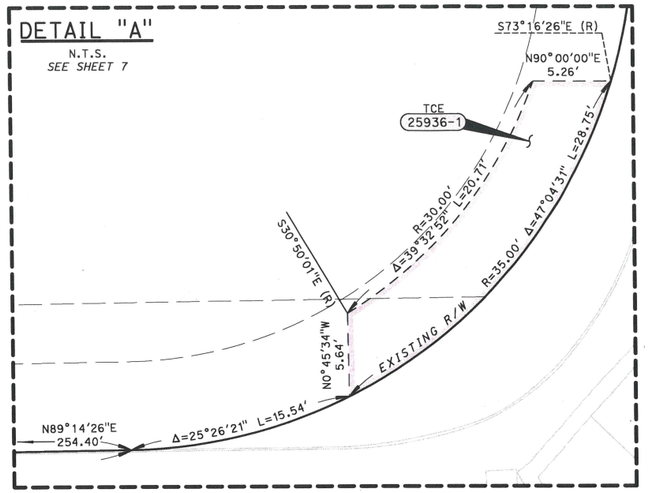
- Improvements Within the Right of Way
- Cost to Cure Damage Items
- Construction Contract Work

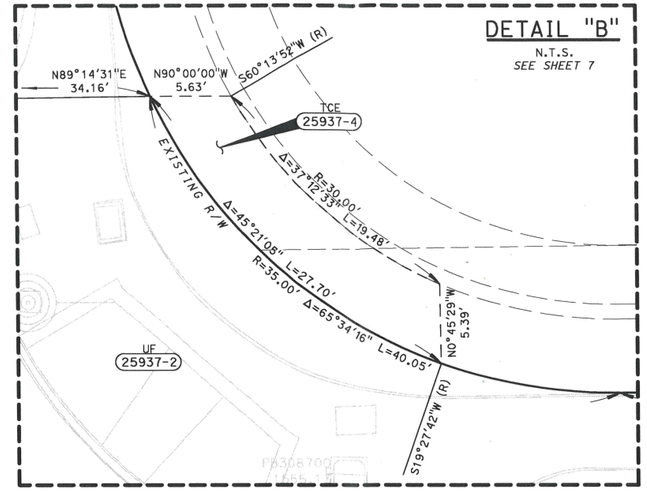
When listing comparables, list only comparable address, APN, sale date, and sale price. When relying on other market data for analysis of value, you need to indicate the basis of the Appraiser's analysis. Insert Appraiser's Summary of the Basis for Just Compensation on the bottom of page 6.

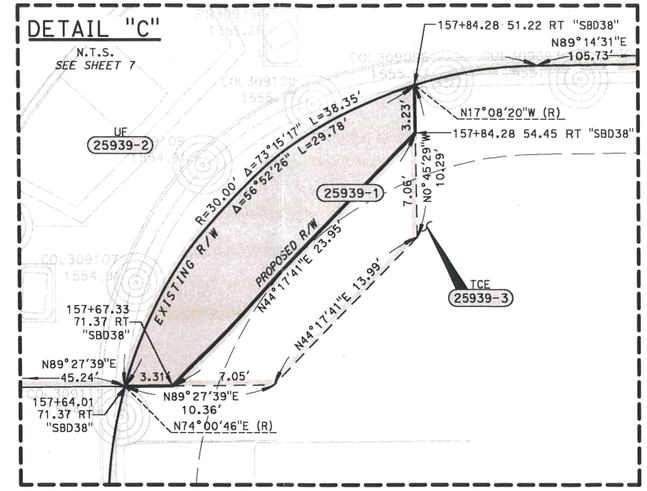
It is ONLY allowable to delete options that are not contained in the appraisal, i.e., for the Comparison Approach, you may delete the Cost Approach and Income Approach blocks of information. However, if more than one approach is addressed in the Valuation, you must include the information on all the approaches used.

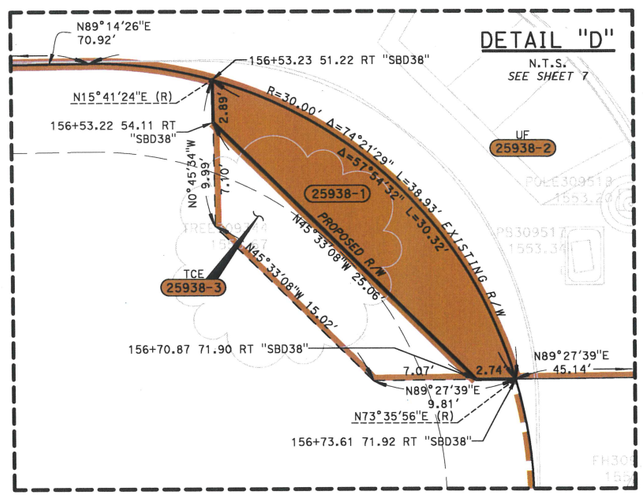
Attach the appropriate version of the Summary Statement Relating to the Purchase of Real Property (Exhibit 8-EX-16), based on whether you are using a Valuation Summary Statement or an Appraisal. For use with the Valuation Summary Statement, Item 4 should refer to the "Valuation Summary Statement" and the word "valuation" should appear in Items 4.a. and 4.b. For use with an Appraisal, Item 4 should refer to "Appraisal" and the word "appraisal" should appear in Items 4.a. and 4.b.

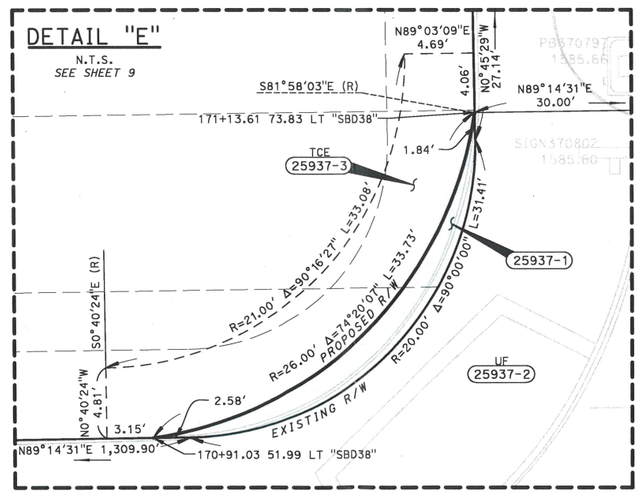
NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

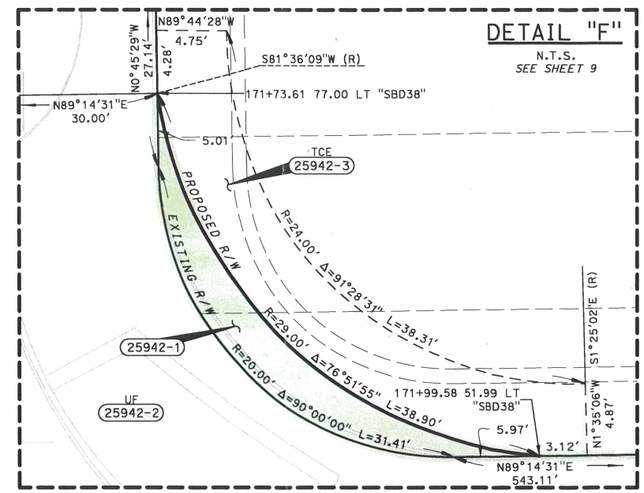












PARCEL#	TITLE CODE ①	GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED [UF]	EXCESS [UF]	REMAINDER	REMARKS	RECORDATION TYPE②	DATE	DOC.#③
25936-1	TCE	CITY OF REDLANDS					SEE SHEET 6			
25937-1	F	CITY OF REDLANDS					SEE SHEET 8			
25937-2	O	CITY OF REDLANDS					SEE SHEET 6			
25937-3	TCE	CITY OF REDLANDS					SEE SHEET 8			
25937-4		CITY OF REDLANDS					SEE SHEET 6			
25938-1	F	THE BEDELIAN FAMILY LIVING TRUST					SEE SHEET 6			
25938-2	O	THE BEDELIAN FAMILY LIVING TRUST					SEE SHEET 6			
25938-3	TCE	THE BEDELIAN FAMILY LIVING TRUST					SEE SHEET 6			
25939-1	F	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST					SEE SHEET 6			
25939-2	O	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST					SEE SHEET 6			
25939-3	TCE	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST					SEE SHEET 6			
25942-1	F	CITY OF REDLANDS					SEE SHEET 8			
25942-2	O	CITY OF REDLANDS					SEE SHEET 8			
25942-3	TCE	CITY OF REDLANDS					SEE SHEET 8			

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated.
Ac=acres
( ) Indicates Underlying Fee (UF) Area
[ ] Indicates Indeterminate UF
① TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 1983 Zone 5 (EPOCH 2017.50). Distances and stationing are grid distances.
Divide by 0.99991676 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

Access Prohibited
Access Superseded
Existing R/W Superseded
Access Opening (Private)
(R) Indicates Radial Bearing
Indicates Found Monument as noted
Indicates calculated point. (Does not imply monument set)
Title to State
Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
RW000649-08

FOR PREVIOUS R/W INFORMATION SEE MAP(S)

FULL SIZE MAP SCALE: 1" = 50'
FEET 0 25 50 100 150

TO DESIGN: 01/26/2024 EA(s): 1K860 FA#: ##
DRAFTED BY: S. GIVENS CHECKED BY: C. URIBE

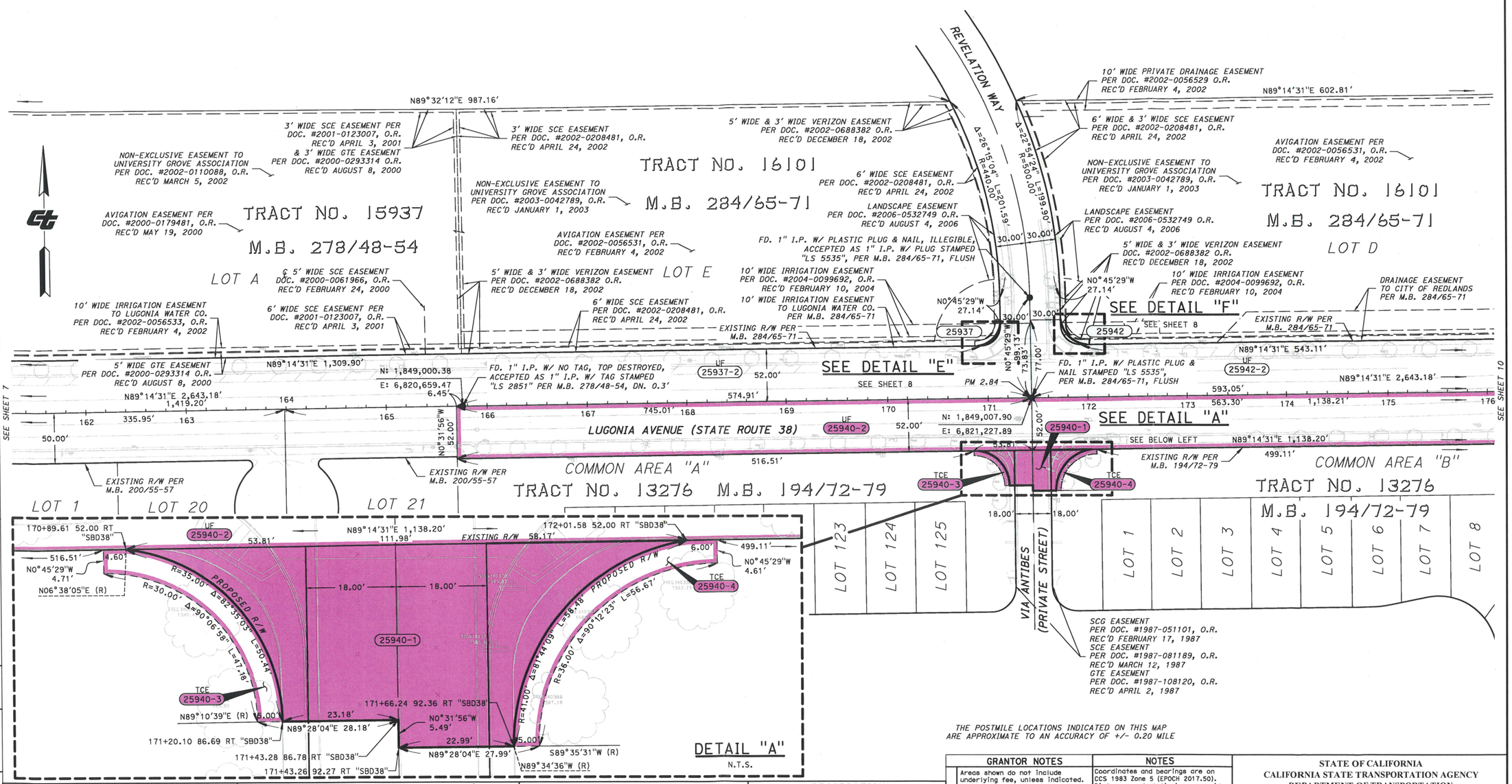
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBd	38		8	13

PROJECT ID: 08 1900 0129

R/W PROJECT SURVEYOR: CARLOS S. URIBE

DATE	REVISIONS	BY
05/10/2024	MAP UPDATES, ADDED TOPO	C. URIBE

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



THE POSTMILE LOCATIONS INDICATED ON THIS MAP ARE APPROXIMATE TO AN ACCURACY OF +/- 0.20 MILE

PARCEL#	TITLE CODE ①	GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED [UF]	EXCESS [UF]	REMAINDER	REMARKS	RECORDATION TYPE②	DATE	DOC.#③
25937-1	F	CITY OF REDLANDS	7.445 AC	48		7.444 AC				
25937-2	O	CITY OF REDLANDS		[75,685]			UNDERLYING FEE			
25937-3	TCE	CITY OF REDLANDS		184						
25940-1	F	LUGONIA-BROCKTON HOMEOWNERS ASSOCIATION	11.65 AC	2,331		11.60 AC	TOTAL AREA PER ASSESSORS			
25940-2	O	LUGONIA-BROCKTON HOMEOWNERS ASSOCIATION		[59,182]			UNDERLYING FEE			
25940-3	TCE	LUGONIA-BROCKTON HOMEOWNERS ASSOCIATION		255						
25940-4	TCE	LUGONIA-BROCKTON HOMEOWNERS ASSOCIATION		301						
25942-1	F	CITY OF REDLANDS	138,595	84		138,511				
25942-2	O	CITY OF REDLANDS		[31,674]			UNDERLYING FEE			
25942-3	TCE	CITY OF REDLANDS		211						

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated. Ac=acres
[ ] Indicates Underlying Fee (UF) Area
[I] Indicates Indeterminate UF
① TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 1983 Zone 5 (EPOCH 2017.50). Distances and stationing are grid distances.
Divide by 0.99991676 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

Access Prohibited
Access Superseded
Existing R/W Superseded
Access Opening (Private)
(R) Indicates Radial Bearing
Indicates Found Monument as noted
o Indicates calculated point. (Does not imply monument set)
Title to State Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
RW000649-09

FOR PREVIOUS R/W INFORMATION SEE MAP(S) 49904-04

FULL SIZE MAP SCALE: 1" = 50'
FEET 0 25 50 100 150

TO DESIGN: 01/26/2024 EA(s): 1K860 FA#: ##
DRAFTED BY: S. GIVENS CHECKED BY: C. URIBE

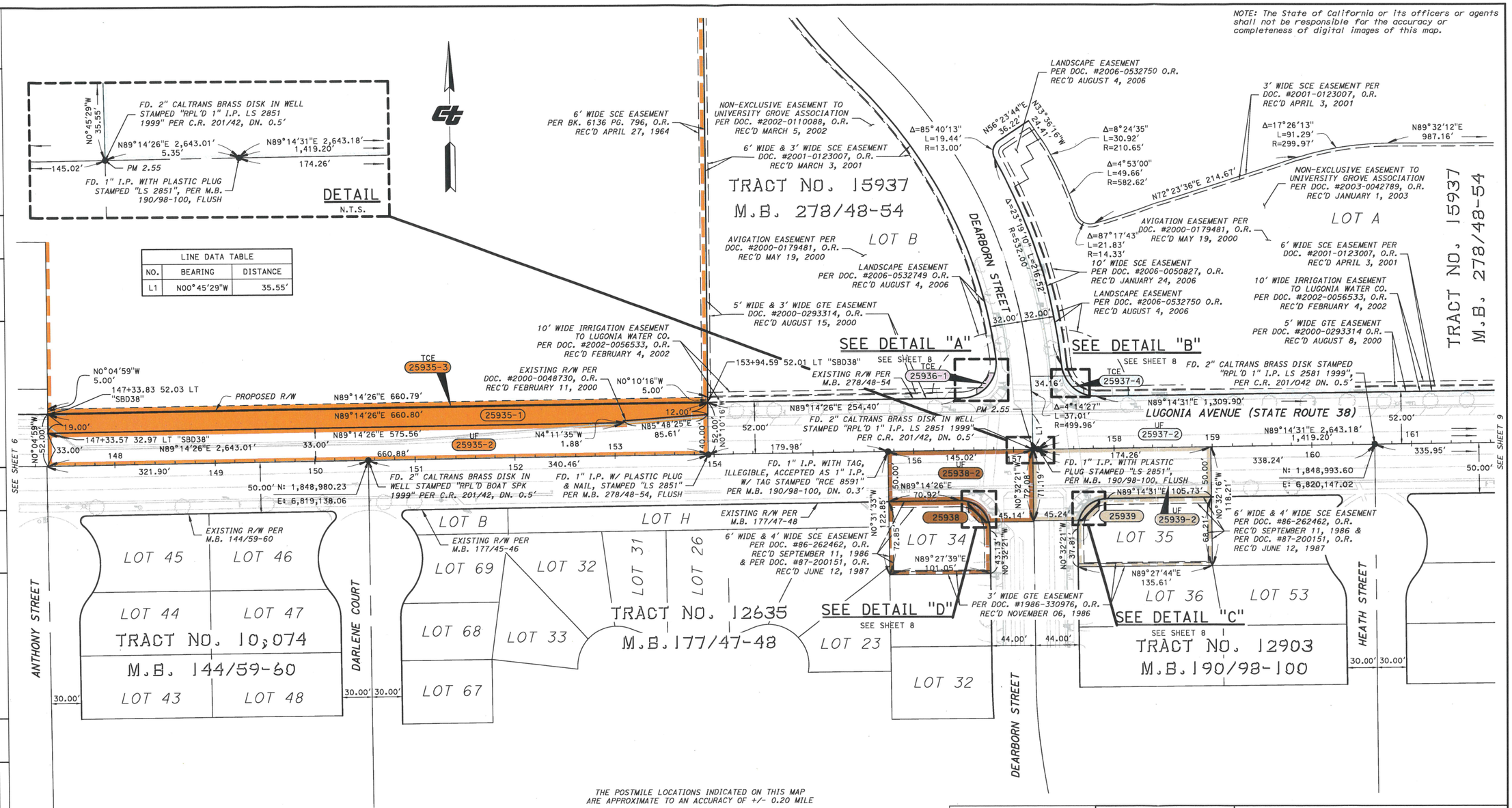
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBd	38	2.80	9	13

PROJECT ID: 08 1900 0129

R/W PROJECT SURVEYOR: CARLOS S. URIBE

DATE	REVISIONS	BY
05/10/2024	PLOTTED ENCUMBRANCES PER LITIGATION GUARANTEES, MAP UPDATES, ADDED TOPO	C. URIBE

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



PARCEL#	TITLE CODE (1)	GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED	[UF]	EXCESS	[UF]	REMAINDER	REMARKS	RECORDATION TYPE (2)	DATE	DOC.# (3)
25935-1	F	THE HOLY NAME OF JESUS CATHOLIC COMMUNITY INC.	19.50 AC	12,176				19.22 AC	TOTAL AREA PER ASSESSORS			
25935-2	O	THE HOLY NAME OF JESUS CATHOLIC COMMUNITY INC.		[22,185]					UNDERLYING FEE			
25935-3	TCE	THE HOLY NAME OF JESUS CATHOLIC COMMUNITY INC.		3,304								
25936-1	TCE	CITY OF REDLANDS	2.15 AC	124					TOTAL AREA PER ASSESSORS			
25937-2	O	CITY OF REDLANDS	7.445 AC	[75,685]					UNDERLYING FEE			
25937-4	TCE	CITY OF REDLANDS		118								
25938-1	F	THE BEDELIAN FAMILY LIVING TRUST	7,186	127				7,059				
25938-2	O	THE BEDELIAN FAMILY LIVING TRUST		[8,410]					UNDERLYING FEE			
25938-3	TCE	THE BEDELIAN FAMILY LIVING TRUST		100								
25939-1	F	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST	9,024	131				7,059				
25939-2	O	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST		[10,104]					UNDERLYING FEE			
25939-3	TCE	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST		95								

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated.
Ac=acres
[ ] Indicates Underlying Fee (UF) Area
[I] Indicates Indeterminate UF
(1) TITLE CODES:
F=Fee
E=Easement (Ease)
TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 1983 Zone 5 (EPOCH 2017.50). Distances and stationing are grid distances.
Divide by 0.99991676 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

Access Prohibited
Access Superseded
Existing R/W Superseded
Access Opening (Private)
(R) Indicates Radial Bearing
Indicates Found Monument as noted
Indicates calculated point. (Does not imply monument set)
Title to State
Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
RW000649-07

FOR PREVIOUS R/W INFORMATION SEE MAP(S)

FULL SIZE MAP SCALE: 1" = 50'
FEET 0 25 50 100 150

TO DESIGN: 01/26/2024 EA(s): 1K860 FA#: ##
DRAFTED BY: S. GIVENS CHECKED BY: C. URIBE

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBd	38	2.49	7	13

PROJECT ID: 08 1900 0129

R/W PROJECT SURVEYOR: CARLOS S. URIBE

DATE	REVISIONS	BY
05/10/2024	PLOTTED ENCUMBRANCES PER LITIGATION GUARANTEES, MAP UPDATES, ADDED TOPO	C. URIBE

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF OCCUPANCY AND RECEIPT OF RELOCATION INFORMATION

DOT RW 10-25 (REV 09/2023)

PERSONAL INFORMATION NOTICE

This form requests personal information. Disclosure of this information is voluntary. The principal purpose of the request for personal information is to facilitate processing this form. Failure to provide all or any part of the requested information may delay processing of this form. The California Department of Transportation is committed to the privacy of your personal information. Our policies regarding personal information collected and managed by our department are governed by law, including the Information Practices Act of 1977 (Civil Code Section 1798 and following).

DIST	CO	RTE	KP (P.M.)	EXP AUTH
08	SBD	038	2.7	1K860

AR	PARCEL NO.	FEDERAL PROJECT NO.
25937	25937-1, -2, -3, -4	N/A

To Relocation Advisor:

- I have received the Department of Transportation's Relocation Information Brochure, Information Letter and Postcard.
- I will file my claim for any benefits due me in accordance with the instructions as set forth in the Brochure.
- I certify that the following information is true to the best of my knowledge.

Number of Occupants _____

☐ No person displaced.

I (We) first occupied the property (to be) acquired by the State on:

_____

OCCUPANT'S NAME	SIGNATURE OWNER/TENANT
CITY OF REDLANDS, A MUNICIPAL CORPORATION OF THE STAT	
ADDRESS NE c/o N. Dearborn St., on E. Lugonia Ave. Redlands, CA 92374 APN: 0168-751-57 & 0168-791-30	DATE

I have personally verified the above occupancy and I certify possession of:

Bedroom(s) _____

Living room _____

Dining room _____

Den _____

Kitchen _____

Service porch _____

Garage _____

Other _____

Total room count 0

Date of State's first offer to acquire this property: 06/19/2024

☐ Non residential

☐ No personal property to be moved

☐ Personal property only; furniture owned by

☐ Tenant ☐ Owner.

_____

Right of Way Agent

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

RIGHT OF WAY CONTRACT - STATE HIGHWAY

RW 8-3 (Rev. 6/95)

, California

DISTRICT	COUNTY	ROUTE	POST MILE	R/W E.A/PROJ. #.
8	SBD	038	2.7	1K860 / 0819000129

Date

CITY OF REDLANDS, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

Grantor(s)

Document No. **25937-1, -2** in the form of a **Grant Deed** and **25937-3, -4** in the form of a **Temporary Construction Easement** to the State of California covering the property particularly described in the above instrument has been executed and delivered to **Owen Ramsey**, **Right of Way Agent** for the State of California.

1. In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

(A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

(B) Grantee requires said property **(APN 0168-791-30)** described in Document No. **25937** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.

(C) Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

(D) The parties to this contract shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

2. The State shall:

(A) Pay the undersigned grantor(s) the sum of **$1,000.00** for the property or interest conveyed by above document(s) when title to said property vests in the State.

(B) Pay all escrow and recording fees, including any and all notary fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax.

3. This transaction will be handled through an escrow with **State of California Department of Transportation, 464 W. 4th Street, MS 950, San Bernardino, CA 92401**

4. Grantor(s) warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor(s) further agree(s) to hold the State harmless and reimburse the State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor(s) for a period exceeding one month..

5. In consideration of the State's waiving the defects and imperfections in all matters record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.

6. State agrees to indemnify and hold harmless the Grantor(s) from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State, will, at its option, either repair or pay for such damage.

7. The acquisition price of the property being acquired in this transaction reflects the fair-market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.

8. It is understood and agreed that the amount payable in Clause 2(A) above includes compensation in full for the actual possession and use of the Temporary Construction Easement identified as **25937-3, -4** for the period commencing on **11/03/2025** and terminating on **02/03/2028**. This easement may also be terminated prior to the above date by the Grantee upon written notice to the Grantor.

   Written notification shall be given to the Grantor at:

   CITY OF REDLANDS, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA
   PO BOX 3005
   REDLANDS CA 92373

9. Permission is hereby granted to the State or its authorized agent to enter upon the Grantor's (Grantors') land, where necessary, within that certain area shown on the Right of Way Map, for the purpose of a temporary construction easement (TCE), which will be used by the construction contractor for the purposes of allowing contractors sufficient working area in and around the ADA curb ramp. At least 48 (forty-eight) hours advance written notice will be given before any entry to grantors property.

10. It is understood and agreed by and between the parties hereto that payment in Clause 2(A) above includes, but is not limited to, payment for 48 square feet of lawn sod which are considered to be part of the realty and are being acquired by the State in this transaction.

11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are paid to the grantor (s). The amount shown in clause 2(A), herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

12. The Grantor(s) agrees that no improvements, other than those already on the property, shall be placed thereon; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Grantor's risk and without expectation of payment if removed by the Grantee.

13. In the event this information changes or the property transfers, the owner shall notify the State in writing of such occurrence at:

STATE OF CALFORNIA
CALIFORNIA DEPARTMENT OF TRANSPORTATION
464 W. 4th Street, 9th Floor, MS-950
San Bernardino, CA 92401-1400

Attn: Owen Ramsey
Office of Right of Way
(909) 371-9608

In Witness Whereof, the parties have executed this agreement the day and year first above written.

CITY OF REDLANDS, A MUNICIPAL
CORPORATION OF THE STATE OF CALIFORNIA

By _____
Name:
Title:

By _____
Name:
Title:

RECOMMENDED FOR APPROVAL:

By: _____
Owen Ramsey
Right of Way Agent
District 8

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED BY:

By: _____
Anthony Rizzi
Senior Right of Way Agent
District 8

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
464 W. 4th STREET, 6th FLOOR
SAN BERNARDINO, CA 92401-1400
Attention Record Maps– MS 980

FREE RECORDING:
This instrument is for the benefit of The State of California, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

APN: 0168-791-30-0000,
0168-751-57-0000

Space above this line for Recorder's Use

GRANT DEED

District	County	Route	Postmile	Number
08	SBd	38	2.70	25937-1, 25937-2

CITY OF REDLANDS, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA,
a corporation organized and existing under and by virtue of the laws of the State of California,

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Redlands, County of San Bernardino, State of California, described as follows:

See Exhibit "A", attached.

08-SBd-38-PM 2.70-25937 (25937-1, 25937-2)

Number
25937-1, 25937-2

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: _____

CITY OF REDLANDS, A
MUNICIPAL CORPORATION OF
THE STATE OF CALIFORNIA

_____
Eddie Tejeda
Mayor

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By _____
Director of Transportation

By _____
Attorney in Fact

Anthony F. Rizzi Jr.,
Chief, Right of Way Acquisitions
State of California
Department of Transportation

08-SBd-38-PM 2.70-25937 (25937-1, 25937-2)

Exhibit "A"

That portion of Lot E of TRACT NO. 16101 in the City of Redlands, County of San Bernardino, State of California, as shown on a map filed in Book 284, Pages 65 through 71 of Maps, in the Office of the County Recorder of said County, lying southeasterly of the following described line:

PARCEL: 25937-1, 25937-2

COMMENCING at the centerline intersection of Lugonia Avenue (State Route 38) and Revelation Way as shown on said TRACT NO. 16101; thence along the centerline of said Revelation Way North 00°45'29" West 73.83 feet; thence South 89°14'31" West 30.00 feet to the easterly line of said Lot E and the beginning of a non-tangent curve, concave northwesterly, having a radius of 26.00 feet, to which a radial line bears South 81°58'03" East, also being the **POINT OF BEGINNING;** thence southwesterly along said curve through a central angle of 74°20'07" an arc distance of 33.73 feet to the southerly line of said Lot E, being the **POINT OF TERMINATION** of this line.

Together with underlying fee interest, if any, contiguous to said Lot E and Lot A of TRACT NO. 15937 as shown on a map filed in Book 278, Pages 48 through 54, in the Office of the County Recorder of said County, in and to the adjoining Lugonia Avenue (State Route 38), Revelation Way and Dearborn Street, lying within the following described land:

BEGINNING at the centerline intersection of Lugonia Avenue (State Route 38) and Revelation Way as shown on said TRACT NO. 16101; thence northerly along the centerline of said Revelation Way North 00°45'29" West 73.83 feet; thence South 89°14'31" West 30.00 feet to the easterly line of said Lot E, thence South 00°45'29" East 1.84 feet to the beginning of a curve, concave northwesterly, having a radius of 20.00 feet; thence southwesterly along said curve through a central

angle of 90°00'00" an arc distance of 31.41 feet to the southerly line of said Lot E; thence along the southerly lines of said Lot E and said Lot A South 89°14'31" West 1,309.90 feet to the beginning of a curve, concave northeasterly, having a radius of 35.00 feet; thence northwesterly along said curve through a central angle of 65°34'16" an arc distance of 40.05 feet; thence South 89°14'31" West 34.16 feet to the centerline of Dearborn Street as shown on said TRACT NO. 15937, being the beginning of a non-tangent curve, concave westerly, having a radius of 499.96 feet, to which a radial line bears North 85°00'04" East; thence southerly along said centerline and said curve through a central angle of 04°14'27" an arc distance of 37.01 feet; thence continuing along said centerline South 00°45'29" East 35.55 feet to the intersection of Lugonia Avenue (State Route 38) and Dearborn Street as shown on said TRACT NO. 15937; thence along the centerline of said Lugonia Avenue (State Route 38) North 89°14'24" East 5.35 feet; thence continuing along said centerline North 89°14'31" East 1,419.20 feet to the **POINT OF BEGINNING.**

The bearings and distances used in the above description are on the California Coordinate System of 1983, Zone 5 (EPOCH 2017.50). Divide the distances used in the above description by 0.99991676 to obtain ground level distances.

The attached real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature _____
Professional Land Surveyor

Date June 20, 2024

PROFESSIONAL LAND SURVEYOR
CARLOS S. URIBE
Exp: March 31, 2026
PLS 9574
STATE OF CALIFORNIA

08-SBd-38-PM 2.70-25937 (25937-1, 25937-2)

MEMORANDUM

To: ANTHONY RIZZI, Chief
Acquisition Branch
District 8

Date: August 1st, 2024

File No.: 08-SBd-38 PM 2.89
A.R. No. 25942
Dated 05/22/2024
E.A. 1K860
Project No. 0819000129

From: SHANNON SMITH, Chief
Appraisal Branch
District 8

Subject: MEMORANDUM OF ADJUSTMENT - PARCEL NO. 25942

This Memorandum of Adjustment is being prepared at the request of the Acquisition Branch to include lawn improvements in the appraised value as it will be affected by construction in the manner proposed. Based on this request and Right of Way Map Number RW000649-08, -09, -10, the calculations are as follows:

LAND:

Parcel No. 25942-1 Fee Simple Estate:
84 s.f. @ $8.28 per s.f. = $695.52

Parcel No. 25942-2 Underlying Fee:
31,674 s.f. @ $1.00 = $ 1.00

Parcel No. 25942-3 Temporary Construction Easement:
211 s.f. @ $8.28 per s.f. x 5.8%/12 Months = $8.44 per month
$8.44 per month x 27 months = $227.88

Total Land Value = $924.40

IMPROVEMENTS

Located within the proposed Right of Way is a grass lawn. The following cost data was obtained from the Marshall and Swift Valuation Service Handbook. Information regarding the improvements was located under Section 66, Page 8. Information regarding cost and local multipliers was located under Section 99, Pages 3 & 6, updated April 2024. Valued-in-place items are the amount a prudent purchaser would pay for an item determined by the use it contributes to the whole. (Current Local Multiplier is 1.15. Current Cost Multiplier is 1.05).

84 s.f. lawn sod @ $1.53 per s.f.	=	$128.52
TOTAL IMPROVEMENTS	**=**	**$128.52**

Total Land & Improvements = **$1,052.92**

Rounded To = **$1,050.00 (Nominal)**

Recommended for Approval:
Associate R/W Agent
District 8

Stephen P. Hensley
STEPHEN HENSLEY

08/01/2024
DATE

Approved:
R/W Appraisal Senior
District 8

SHANNON SMITH

08/01/2024
DATE

Dist.	Co.	Rte.	P.M.	Parcel No.	Federal Aid Project No.	Date / Revised Date
08	SBD	038	2.89	25942-1, -2, -3	N/A	05/22/2024 08/01/2024 MOA

Owner: City of Redlands

Date Acquired: Over 5 Years

Property Address: APN: 0168-791-29
NE c/o E. Lugonia Avenue & Revelation Way

Property to be acquired: Part ☒ All ☐

Locale: Redlands, CA

Total Property Area: 138,595 s.f.

Including Access Rights Yes ☐ No ☒

STATUTORY BASIS OF VALUATION

The market value for the property to be acquired by the State is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Code of Civil Procedure Section 1263.321 defines the Value for Nonprofit, Special Use Property as follows:

> A just and equitable method of determining the value of nonprofit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision (c) of Section 824 of the Evidence Code.

The market value for the property to be acquired by the State is based upon Code of Civil Procedure Section 1263.320 as defined above.

BASIC PROPERTY DATA

Interest valued:	Fee Simple Estate, Underlying Fee, Temporary Construction Easement (TCE)
Date of valuation:	05/22/2024 Original ☐ Updated ☒ 08/01/2024 MOA
Applicable zoning:	R-E, Residential Estate,
Area to be acquired:	84 s.f. Fee, 31,674 s.f. Underlying Fee, 211 s.f. TCE
Highest and best use:	Residential
Current use:	Agricultural

AREAS WITHIN THE RIGHT OF WAY

Sub-parcel	Area
25942-1 Fee Simple Estate	84 s.f.
25947-2 Underlying Fee	31,674 s.f.
25947-3 Temporary Construction Easement	211 s.f.

Total Area = 31,969 s.f.

IMPROVEMENTS WITHIN THE RIGHT OF WAY

Item	Size
Lawn sod	84 s.f.

Lump Sum Total = $128.52

Value of the Entire Property $ Not appraised

Value of the property being acquired including the following improvements:

Land: $ 924.40
Imps: $ 128.52

$ 1,052.92

Value of the remainder as part of the whole before the State's acquisition $ N/A

Value of the remainder as a separate parcel (cured) $ N/A

Severance Damages (see page 4):

Cost to Cure Damages: $ N/A

Incurable Damages: $ N/A

Total Damages: $ N/A

Benefits (see page 4): $ N/A

Net Damages: $ N/A

The amount of any other compensation: $ 0.00

JUST COMPENSATION FOR ACQUISITION $ 1,052.92

Rounded To $ 1,050.00 (Nominal)

Construction Contract Work $ N/A

SEVERANCE DAMAGES

COST TO CURE DAMAGE ITEMS

Item	Size
N/A	N/A

Lump Sum Total $ N/A

INCURABLE DAMAGES

(Narrative explanation and calculations, if applicable)

Lump Sum Total $ N/A

TOTAL DAMAGES $ N/A

BENEFITS

(Narrative explanation and calculations, if applicable)

Lump Sum Total $ N/A

NET DAMAGES (Total Damages less Benefits) $ N/A

CONSTRUCTION CONTRACT WORK ITEMS

None

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY

1. The Sales Comparison approach is based on the consideration of comparable land and improved sales.
   Indicated value by Sales Comparison Approach $ 1,050.00
   See attached sheet for principal transactions.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors.
   Total Replacement Cost New $ N/A
   Depreciation from all causes $ N/A
   Value of Improvements in Place $ N/A

   Land (estimated by direct sales comparison) $ N/A
   Indicated value by Cost Approach $ N/A

3. The income approach is based on an analysis of income and expenses to the property.
   Overall Capitalization Rate N/A %
   Net Operating Income $ N/A
   Indicated value by Income Approach $ N/A

4. Other
   Indicated value $ N/A

SUMMARY OF THE BASIS FOR JUST COMPENSATION

The Sales Comparison Approach to value has been utilized in this report. Sales Comparison is the most commonly used and preferred method of valuing land. Data on sales of similar parcels of land is collected, analyzed, compared and adjusted to reflect the similarity or dissimilarity of those parcels to the subject site. The Cost Approach was not applicable as no improvements are affected by the proposed construction. The Income Approach was not applicable and therefore not utilized.

Severance damages to the remainder have not been found. The subject property remainder will continue to have the same highest and best use, degree of access and development potential as in the before condition. Based on the city of Redlands' Planning Department, the remainder will continue to be conforming, according to the minimum requirements for Residential Estate (R-E) zoning for residential developments.

No benefits to the remainder have been found or have been estimated. There are no specific benefits to the remainder due to construction in the manner proposed by extending the pavement life and improving ride quality, improving pedestrian path of travel by updating and upgrading existing facilities in accordance with ADA accessibility standards and upgrading Transportation Management Systems (TMS) elements.

The estimate of Just Compensation for this parcel is the sum of the estimated Fair Market Value of the part acquired and any estimated net Severance Damages.

LIST OF PRINCIPAL TRANSACTIONS

SB24-21

ADDRESS:	D Street
APN:	0152-223-01
RECORDING DATE:	8/24/2022
SALE PRICE:	$160,000.00

SB24-22

ADDRESS:	N. Grove Street
APN:	0170-221-53, -55
RECORDING DATE:	10/27/2022
SALE PRICE:	$1,023,000.00

SB24-23

ADDRESS:	Texas Street and Domestic Avenue
APN:	0167-031-02, -04, -16
RECORDING DATE:	4/14/2022
SALE PRICE:	$7,175,000.00

SB24-24

ADDRESS:	18291 Randall Ave
APN:	0249-151-31
RECORDING DATE:	05/25/2023
SALE PRICE:	$1,650,000.00

GUIDELINE INSTRUCTIONS
FOR
EXHIBIT 8-EX-15A "APPRAISAL SUMMARY STATEMENT"

The purpose of this exhibit is to comply with modifications to the State Uniform Act and to fully inform the grantor of pertinent elements to the valuation process. When you place the pointer on one of the gray boxes and click, a line of text should show across the bottom of the screen. The line of text will give direction concerning completion of the form.

Only include lump sum totals in (do not include individual dollar amounts):

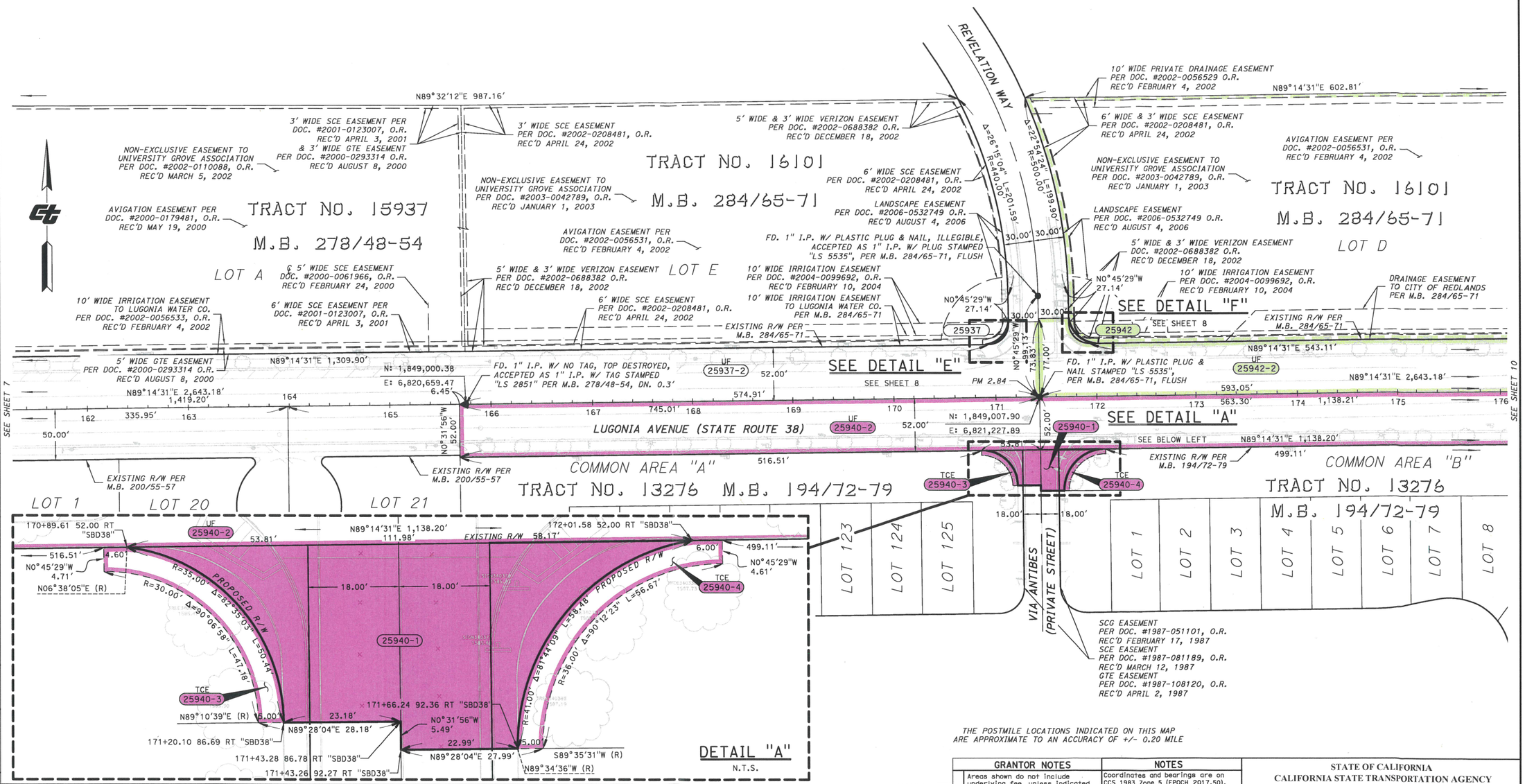
- Improvements Within the Right of Way
- Cost to Cure Damage Items
- Construction Contract Work

When listing comparables, list only comparable address, APN, sale date, and sale price. When relying on other market data for analysis of value, you need to indicate the basis of the Appraiser's analysis. Insert Appraiser's Summary of the Basis for Just Compensation on the bottom of page 6.

It is ONLY allowable to delete options that are not contained in the appraisal, i.e., for the Comparison Approach, you may delete the Cost Approach and Income Approach blocks of information. However, if more than one approach is addressed in the Valuation, you <u>must</u> include the information on all the approaches used.

Attach the appropriate version of the Summary Statement Relating to the Purchase of Real Property (Exhibit 8-EX-16), based on whether you are using a Valuation Summary Statement or an Appraisal. For use with the Valuation Summary Statement, Item 4 should refer to the "Valuation Summary Statement" and the word "valuation" should appear in Items 4.a. and 4.b. For use with an Appraisal, Item 4 should refer to "Appraisal" and the word "appraisal" should appear in Items 4.a. and 4.b.

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



THE POSTMILE LOCATIONS INDICATED ON THIS MAP ARE APPROXIMATE TO AN ACCURACY OF +/- 0.20 MILE

PARCEL#	TITLE CODE ①	GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED [UF]	EXCESS [UF]	REMAINDER	REMARKS	RECORDATION TYPE②	DATE	DOC.#③
25937-1	F	CITY OF REDLANDS	7.445 AC	48		7.444 AC				
25937-2	O	CITY OF REDLANDS		[75,685]			UNDERLYING FEE			
25937-3	TCE	CITY OF REDLANDS		184						
25940-1	F	LUGONIA-BROCKTON HOMEOWNERS ASSOCIATION	11.65 AC	2,331		11.60 AC	TOTAL AREA PER ASSESSORS			
25940-2	O	LUGONIA-BROCKTON HOMEOWNERS ASSOCIATION		[59,182]			UNDERLYING FEE			
25940-3	TCE	LUGONIA-BROCKTON HOMEOWNERS ASSOCIATION		255						
25940-4	TCE	LUGONIA-BROCKTON HOMEOWNERS ASSOCIATION		301						
25942-1	F	CITY OF REDLANDS	138,595	84		138,511				
25942-2	O	CITY OF REDLANDS		[31,674]			UNDERLYING FEE			
25942-3	TCE	CITY OF REDLANDS		211						

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated. Ac=acres
[ ] Indicates Underlying Fee (UF) Area
[I] Indicates Indeterminate UF
① TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 1983 Zone 5 (EPOCH 2017.50). Distances and stationing are grid distances.
Divide by 0.99991676 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

Access Prohibited
Access Superseded
Existing R/W Superseded
Access Opening (Private)
(R) Indicates Radial Bearing
Indicates Found Monument as noted
Indicates calculated point. (Does not imply monument set)
Title to State
Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
RW000649-09

FOR PREVIOUS R/W INFORMATION SEE MAP(S) 49904-04

FULL SIZE MAP SCALE: 1" = 50'
FEET 0 25 50 100 150

TO DESIGN: 01/26/2024 EA(s): 1K860 FA#: ##
DRAFTED BY: S. GIVENS CHECKED BY: C. URIBE

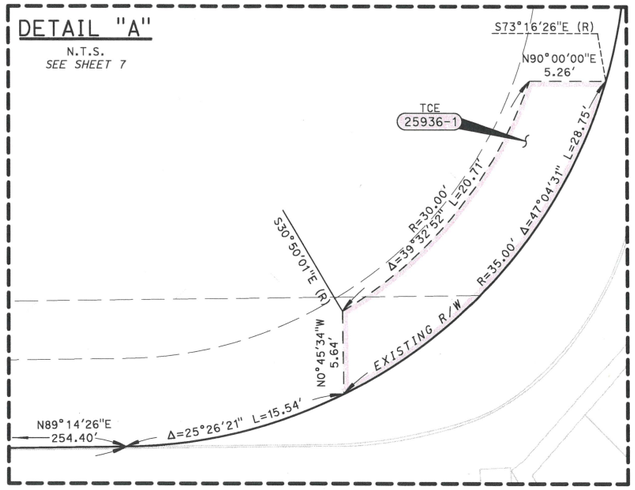
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBd	38	2.80	9	13

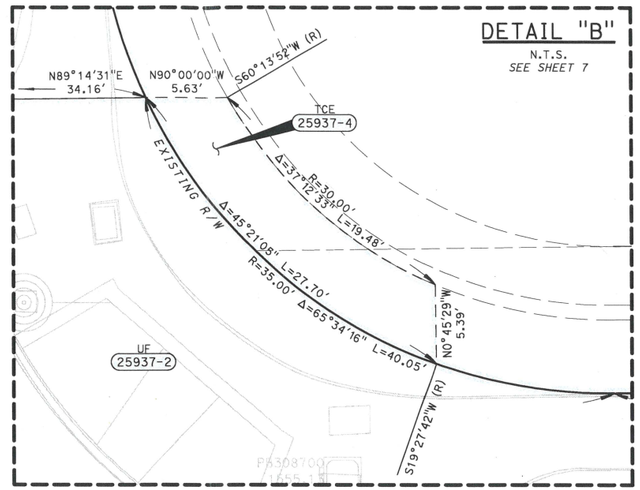
PROJECT ID: 08 1900 0129

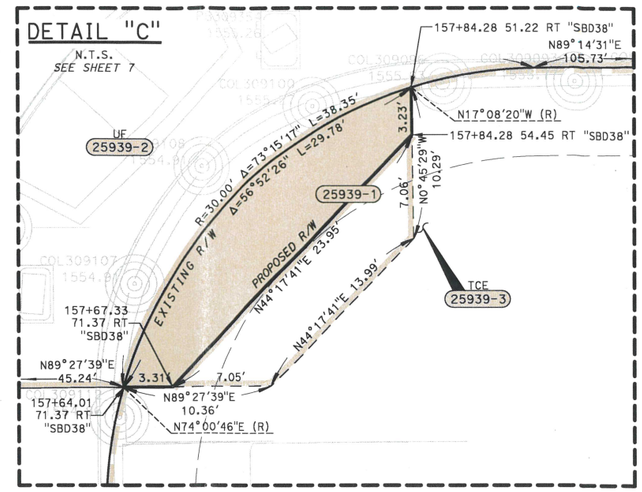
R/W PROJECT SURVEYOR: CARLOS S. URIBE
REVISIONS

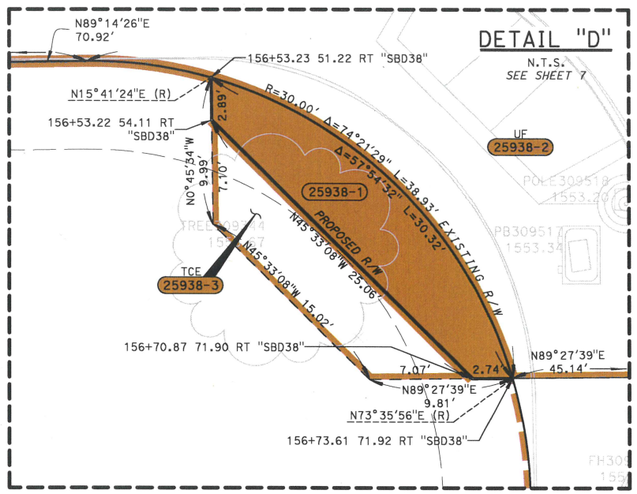
DATE	BY	REVISIONS
05/10/2024	C. URIBE	PLOTTED ENCUMBRANCES PER LITIGATION GUARANTEES, MAP UPDATES, ADDED TOPO

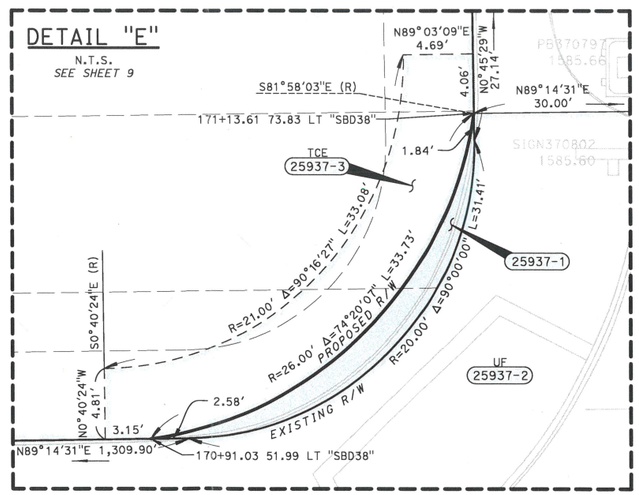
NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

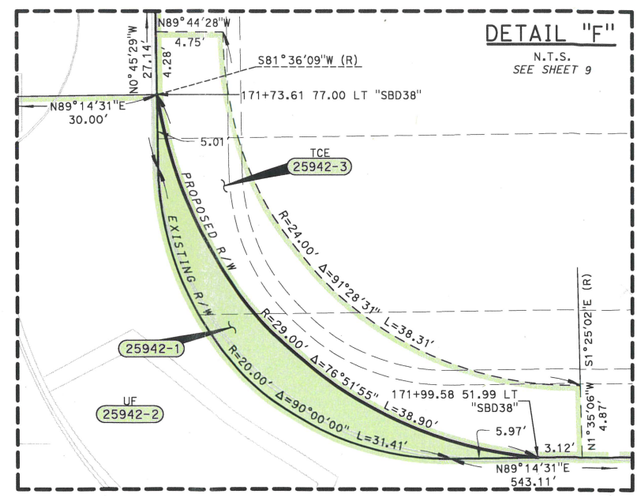












PARCEL#	TITLE CODE ①	GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED	[UF]	EXCESS	[UF]	REMAINDER	REMARKS	RECORDATION TYPE②	DATE	DOC.#③
25936-1	TCE	CITY OF REDLANDS							SEE SHEET 6			
25937-1	F	CITY OF REDLANDS							SEE SHEET 8			
25937-2	O	CITY OF REDLANDS							SEE SHEET 6			
25937-3	TCE	CITY OF REDLANDS							SEE SHEET 8			
25937-4		CITY OF REDLANDS							SEE SHEET 6			
25938-1	F	THE BEDELIAN FAMILY LIVING TRUST							SEE SHEET 6			
25938-2	O	THE BEDELIAN FAMILY LIVING TRUST							SEE SHEET 6			
25938-3	TCE	THE BEDELIAN FAMILY LIVING TRUST							SEE SHEET 6			
25939-1	F	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST							SEE SHEET 6			
25939-2	O	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST							SEE SHEET 6			
25939-3	TCE	QUIROZ, SUSIE & THE SUSIE QUIROZ LIVING TRUST							SEE SHEET 6			
25942-1	F	CITY OF REDLANDS							SEE SHEET 8			
25942-2	O	CITY OF REDLANDS							SEE SHEET 8			
25942-3	TCE	CITY OF REDLANDS							SEE SHEET 8			

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated.
Ac=acres
[ ] Indicates Underlying Fee (UF) Area
[I] Indicates Indeterminate UF
① TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 1983 Zone 5 (EPOCH 2017.50). Distances and stationing are grid distances.
Divide by 0.99991676 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

- Access Prohibited
- Access Superseded
- Existing R/W Superseded
- ■ Access Opening (Private)
- (R) Indicates Radial Bearing
- ● Indicates Found Monument as noted
- o Indicates calculated point. (Does not imply monument set)
- Title to State
- Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
RW000649-08

FOR PREVIOUS R/W INFORMATION SEE MAP(S)

FULL SIZE MAP SCALE: 1" = 50'
FEET 0 25 50 100 150

TO DESIGN: 01/26/2024 EA(s): 1K860 FA#: ##
DRAFTED BY: S. GIVENS CHECKED BY: C. URIBE

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBd	38		8	13

PROJECT ID: 08 1900 0129

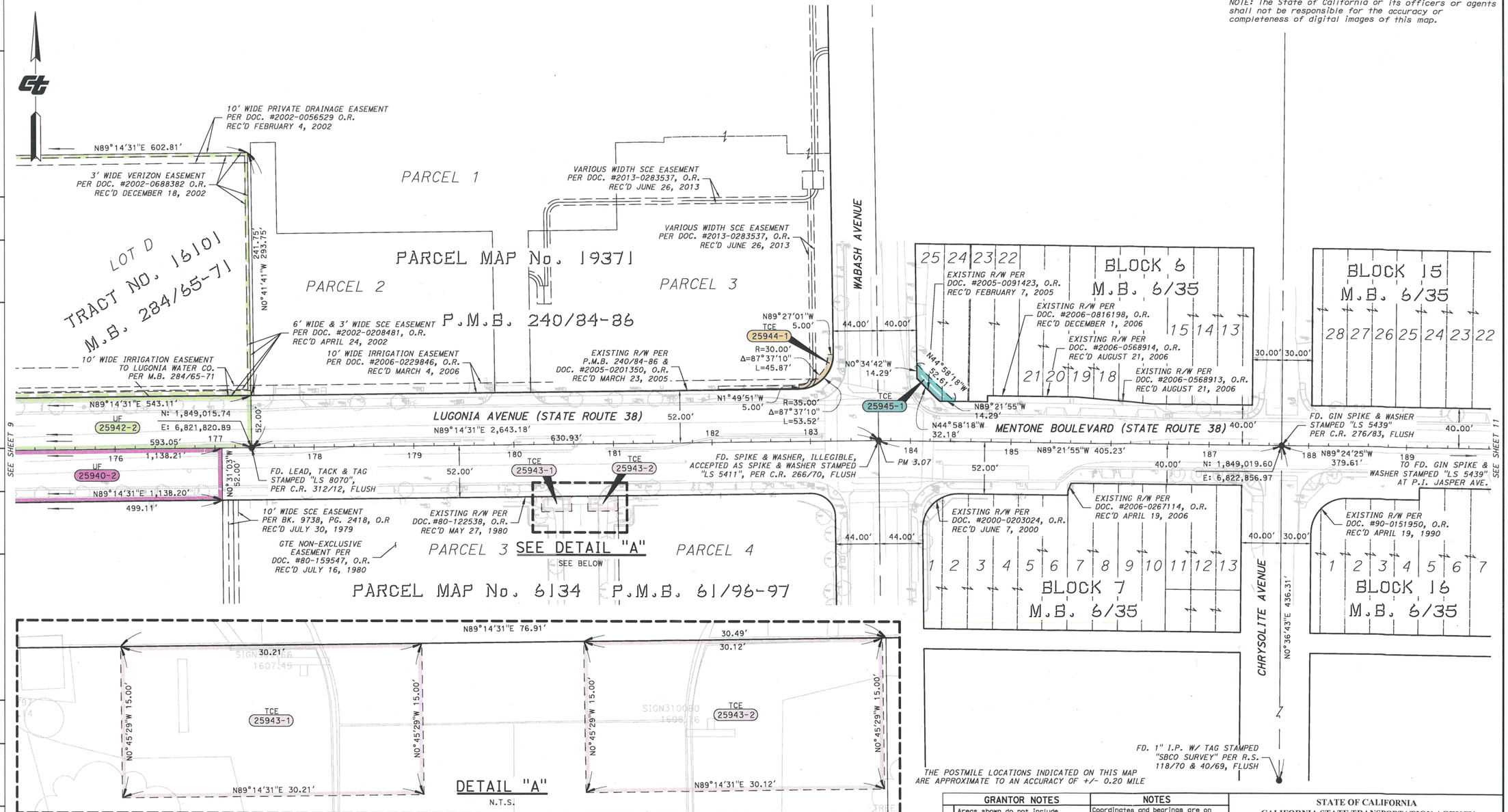
R/W PROJECT SURVEYOR: CARLOS S. URIBE

DATE	REVISIONS	BY
05/10/2024	MAP UPDATES, ADDED TOPO	C. URIBE

DATE	REVISIONS	BY

DATE	REVISIONS	BY

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



PARCEL#	TITLE CODE ①	GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED	[UF]	EXCESS	[UF]	REMAINDER	REMARKS	RECORDATION TYPE②	DATE	DOC.#③
25940-2	O	LUGONIA-BROCKTON HOMEOWNERS ASSOCIATION							SEE SHEET 9			
25942-2	O	CITY OF REDLANDS							SEE SHEET 9			
25943-1	TCE	LUGONIA CAPITAL LLC.	4.284 AC	453								
25943-2	TCE	LUGONIA CAPITAL LLC.		452								
25944-1	TCE	LCD REDLANDS VILLAGE LLC.	2.57 AC	248					TOTAL AREA PER ASSESSORS			
25945-1	TCE	LAO, JOAN P.	8,051	424								

GRANTOR NOTES

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[ ] Indicates Underlying Fee (UF) Area
[I] Indicates Indeterminate UF
① TITLE CODES:
A=Access Rights Only
F=Fee
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TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 1983 Zone 5 (EPOCH 2017.50). Distances and stationing are grid distances.
Divide by 0.99991676 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

Access Prohibited
Access Superseded
Existing R/W Superseded
Access Opening (Private)
(R) Indicates Radial Bearing
Indicates Found Monument as noted
Indicates calculated point. (Does not imply monument set)
Title to State
Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
RW000649-10

FOR PREVIOUS R/W INFORMATION SEE MAP(S) 49904-04, 76101-02

FULL SIZE MAP SCALE: 1" = 50'
FEET 0 25 50 100 150

TO DESIGN: 01/26/2024 EA(s): 1K860 FA#: ##
DRAFTED BY: S. GIVENS CHECKED BY: C. URIBE

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBd	38	3.07	10	13

PROJECT ID: 08 1900 0129

R/W PROJECT SURVEYOR: CARLOS S. URIBE

DATE	REVISIONS	BY
05/10/2024	PLOTTED ENCUMBRANCES PER LITIGATION GUARANTEES, MAP UPDATES, ADDED TOPO	C. URIBE

RIGHT OF WAY CONTRACT - STATE HIGHWAY

RW 8-3 (Rev. 6/95)

, California

DISTRICT	COUNTY	ROUTE	POST MILE	R/W E.A/PROJ. #.
08	SBD	038	2.89	1K860 / 0819000129

Date

THE CITY OF REDLANDS, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

Grantor(s)

Document No. **25942-1, -2** in the form of a **Grant Deed** and **25942-3** in the form of a **Temporary Construction Easement** to the State of California covering the property particularly described in the above instrument has been executed and delivered to **Owen Ramsey**, **Right of Way Agent** for the State of California.

1. In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

(A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

(B) Grantee requires said property **(APN 0168-791-29)** described in Document No. **25942** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.

(C) Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

(D) The parties to this contract shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

2. The State shall:

(A) Pay the undersigned grantor(s) the sum of **$1,050.00** for the property or interest conveyed by above document(s) when title to said property vests in the State.

(B) Pay all escrow and recording fees, including any and all notary fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax.

3. This transaction will be handled through an escrow with **State of California Department of Transportation, 464 W. 4th Street, MS 950, San Bernardino, CA 92401**

4. Grantor(s) warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor(s) further agree(s) to hold the State harmless and reimburse the State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor(s) for a period exceeding one month..

5. In consideration of the State's waiving the defects and imperfections in all matters record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.

6. State agrees to indemnify and hold harmless the Grantor(s) from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State, will, at its option, either repair or pay for such damage.

7. The acquisition price of the property being acquired in this transaction reflects the fair-market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.

8. It is understood and agreed that the amount payable in Clause 2(A) above includes compensation in full for the actual possession and use of the Temporary Construction Easement identified as **25942-3** for the period commencing on **11/03/2025** and terminating on **02/03/2028**. This easement may also be terminated prior to the above date by the Grantee upon written notice to the Grantor.

   Written notification shall be given to the Grantor at:

   THE CITY OF REDLANDS, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA
   P.O. BOX 3005
   REDLANDS, CA 92373

9. Permission is hereby granted to the State or its authorized agent to enter upon the Grantor's (Grantors') land, where necessary, within that certain area shown on the Right of Way Map, for the purpose of a temporary construction easement (TCE), which will be used by the construction contractor for the purposes of allowing contractors sufficient working area in and around the ADA curb ramp. At least 48 (forty-eight) hours advance written notice will be given before any entry to grantors property.

10. It is understood and agreed by and between the parties hereto that payment in Clause 2(A) above includes, but is not limited to, payment for 84 square feet of lawn sod which are considered to be part of the realty and are being acquired by the State in this transaction.

11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are paid to the grantor (s). The amount shown in clause 2(A), herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

12. The Grantor(s) agrees that no improvements, other than those already on the property, shall be placed thereon; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Grantor's risk and without expectation of payment if removed by the Grantee.

13. In the event this information changes or the property transfers, the owner shall notify the State in writing of such occurrence at:

STATE OF CALFORNIA
CALIFORNIA DEPARTMENT OF TRANSPORTATION
464 W. 4th Street, 9th Floor, MS-950
San Bernardino, CA 92401-1400

Attn: Owen Ramsey
Office of Right of Way
(909) 371-9608

In Witness Whereof, the parties have executed this agreement the day and year first above written.

THE CITY OF REDLANDS, A MUNICIPAL CORPORATION
OF THE STATE OF CALIFORNIA

By _____
Name:
Title:

By _____
Name:
Title:

RECOMMENDED FOR APPROVAL:

By: _____
Owen Ramsey
Right of Way Agent
District 8

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED BY:

By: _____
Anthony Rizzi
Senior Right of Way Agent
District 8

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
464 W. 4th STREET, 6th FLOOR
SAN BERNARDINO, CA 92401-1400
Attention Record Maps– MS 980

FREE RECORDING:
This instrument is for the benefit of The State of California, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

APN: 0168-791-29-0000

Space above this line for Recorder's Use

GRANT DEED

District	County	Route	Postmile	Number
08	SBd	38	2.89	25942-1, 25942-2

THE CITY OF REDLANDS, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA,
a corporation organized and existing under and by virtue of the laws of the State of California,

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Redlands, County of San Bernardino, State of California, described as follows:

See Exhibit "A", attached.

08-SBd-38-PM 2.89 25942 (25942-1, 25942-2)

Number
25942-1, 25942-2

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: _____

THE CITY OF REDLANDS, A
MUNICIPAL CORPORATION OF
THE STATE OF CALIFORNIA

_____
Mario Saucedo
Mayor

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By _____
Director of Transportation

By _____
Attorney in Fact

Anthony F. Rizzi Jr.,
Chief, Right of Way Acquisitions
State of California
Department of Transportation

08-SBd-38-PM 2.89 25942 (25942-1, 25942-2)

Print Form | Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

CITY OF REDLANDS

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

P.O. BOX 3005

CITY, STATE, ZIP CODE	**E-MAIL ADDRESS**
REDLANDS, CA 92373	

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☒ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

9 5 - 6 0 0 0 7 6 6

Section 4 – Payee Residency Status (See instructions)

☒ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐No services performed in California

☐Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	**TITLE**	**E-MAIL ADDRESS**

SIGNATURE	**DATE**	**TELEPHONE** *(include area code)*
	2/04/2025	

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	**UNIT/SECTION**
California Department of Transportation	c/o Owen Ramsey, Right of Way

MAILING ADDRESS	**FAX**	**TELEPHONE** *(include area code)*
464 W. Fourth St, MS-950		909-371-9608

CITY	**STATE**	**ZIP CODE**	**E-MAIL ADDRESS**
San Bernardino	CA	92401	owen.ramsey@dot.ca.gov

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

RESOLUTION NO. 8661

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING RIGHT OF WAY CONTRACTS FOR TEMPORARY EASEMENTS AND AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE THE CONTRACTS

WHEREAS, State Route 38 has been declared to be a highway by resolution of the California Highway Commission; and

WHEREAS, Caltrans and the City have previously entered into various agreements regarding the portion of State Route 38 running through the City; and

WHEREAS, it is the mutual desire of Caltrans and the City to enter into new Right of Way Contracts in accordance with the proposed State project; and

WHEREAS, this action is not subject to the California Environmental Quality Act (CEQA) because it is not a "Project" as defined by CEQA and therefore not subject to CEQA pursuant to section 15060(c)(3). As defined in Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The requested action is to adopt a Resolution approving a Right of Way Contracts with the California Department of Transportation and authorizing the City Manager, or their designee, to execute the contracts on behalf of the City, actions which will have no material impact on the environment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS as follows:

Section 1. Approves new Right Of Way contracts – State Highway – Temporary Easements between Caltrans and the City for State Route 38 between Occidental Drive and Wabash Avenue; and

Section 2. Appoints the City Manager of the City of Redlands, or their designee, as agent to execute and submit aforementioned Right Of Way Contracts.

ADOPTED, SIGNED AND APPROVED this 4th day of March, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I:\cmo\Resolutions\8661_-_Caltrans_TCE_Contracts.docx-jm

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 4th day of March 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 11.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8667 relating to the City's Community Wildfire Protection Plan (Fire Chief Sessler)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8667 relating to the City's Community Wildfire Protection Plan (CWPP).

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 8667 relating to the City of Redlands Community Wildfire Protection Plan, which will help safeguard lives, property, and natural resources while ensuring the city remains eligible for state and federal wildfire prevention grants.

DISCUSSION:

A Community Wildfire Protection Plan (CWPP) serves as a crucial strategic document designed to reduce the risk of wildfire to the Redlands community's residents, property, and local environment. Its primary purpose is to conduct comprehensive risk assessments, enabling Redlands to identify areas particularly vulnerable to wildfires by evaluating contributing natural and human factors. The CWPP will also outline specific mitigation strategies, such as implementing fuel reduction practices, promoting community education on wildfire prevention, and establishing defensible spaces around homes and businesses. By prioritizing actions, the plan will facilitate the effective allocation of resources and funding to the most critical areas within Redlands, ensuring that efforts are concentrated where they are needed most. Additionally, the CWPP encourages community involvement in wildfire planning and preparedness,

creating a sense of shared responsibility among residents of Redlands. It fosters collaboration among various stakeholders, including local government, residents, and fire agencies, enhancing coordinated efforts for fire prevention and response. By having a CWPP in place, Redlands can also improve its eligibility for federal and state funding programs aimed at wildfire risk reduction. Ultimately, this organized framework will empower the city to better prepare for potential wildfire events, significantly reducing vulnerability and enhancing community resilience. Overall, the CWPP is an essential tool for promoting safety, sustainability, and effective wildfire management.

ALTERNATIVES:

The City Council may choose not to adopt the City of Redlands Community Wildfire Protection Plan and instead provide staff with alternative guidance.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year: 2024-2025

Discussion:

There is no fiscal impact in adopting the Community Wildfire Protection Plan as the plan is a strategic planning document rather than a funding commitment. Any future projects or initiatives stemming from the plan would be subject to separate budgeting approval.

Attachments

CITY OF REDLANDS
Community Wildfire Protection Plan

Adoption Date March 4, 2025

Signature Page

The following signatories mutually agree on and approve the final contents of this CWPP:

Mario Salcedo Mayor City of Redlands	Date
Rich Sessler Fire Chief City of Redlands	Date
Shane Littlefield Unit Chief CAL FIRE, San Bernardino Unit	Date

Acknowledgments

We would like to express our sincere gratitude to the Community Wildfire Protection Plan Work Group and all stakeholders for sharing their time and expertise throughout the planning process. Your engagement has played a key role in fostering resilient landscapes, promoting public education, minimizing structural fire risks, and ensuring a safe and effective response to wildfires.

Plan Contact Information

Vincent Anderson, Fire Marshal

City of Redlands Fire Department

909-798-7601

fireprevention@cityofredlands.org

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Acronyms

BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
CAL FIRE	California Department of Forestry and Fire Protection
CWPM	Community Wildfire Preparedness and Mitigation (CAL FIRE – OSFM)
CWPP	Community Wildfire Protection Plan
FAC	Fire Adapted Community
FHSZ	Fire Hazard Severity Zone
FRA	Federal Responsibility Area
FRAP	Fire and Resource Assessment Program
FSR	Fire Safe Regulations
GIS	Geographic Information System
HFRA	Healthy Forests Restoration Act
HVRA	Highly Valued Resource and Asset
LRA	Local Responsibility Area
OSFM	Office of the State Fire Marshal
SIZ	Structure Ignition Zone
SRA	State Responsibility Area
USFS	United States Forest Service
VHFHSZ	Very High Fire Hazard Severity Zone
WUI	Wildland-Urban Interface

Executive Summary

The Redlands Community Wildfire Protection Plan (CWPP) Planning Area, which includes the City of Redlands jurisdiction with neighborhoods of Smiley Heights, Live Oak Canyon, San Timoteo Canyon, as well as the eastern boundary of the City adjacent to the Mentone and Yucaipa. The focus areas of the CWPP are the periphery portions of the City where the majority of Wildland Urban Interface exists and area located in High or Very High Fire Hazard Areas as identified by CAL FIRE and Office of the State Fire Marshal. The topography, vegetation, as well as wind currents of these areas call for a variety of mitigation and preparedness efforts to protect the intermixed structures and critical infrastructure for the hazards associated with wildfire.

The current population of this area is approximately 73,000. The area consists of a primarily of single-family housing areas within the hillsides, as well as along Live Oak Canyon and San Timoteo Canyon area. There are a small number of commercial operations in the area including citrus orchards, ranching, and associated logistics operations. A freight railroad line also runs north-south in the San Timoteo Canyon. Additional critical infrastructure and public services in the CWPP planning area include schools, healthcare facilities, as well as utility services. Outreach to stakeholders input contributions for this CWPP on aspects of structure protection and evacuation included: Redlands Unified School District, Redlands Community Hospital, Southern California Edison, and Southern California Gas Company. A considerable amount of vacant, undeveloped parcels in this area are also owned or managed by special Departments or entities including the San Bernardino Flood Control Department, Inland Empire Resource Conservation Department, as well as the Redlands Conservancy.

Redlands City boundary runs parallel with the San Bernardino County and Riverside County Line.

Introduction

Community Wildfire Protection Plans (CWPPs) are collaboratively developed plans focused on reducing wildfire risk to identified community values within a defined planning area. They serve as an important vehicle for assessing local wildfire hazard and risk, coordinating wildfire risk reduction activities, and providing a mechanism for project implementation.

Goals and Objectives

The goals of the City of Redlands CWPP, which was collaboratively developed, are:

- Enhance interagency response capability for effective responses to fire incidents within the CWPP Plan area
- Improve wildfire early detection capacities
- Recommend measures to reduce the ignitability of structures throughout the area addressed by the plan
- Identify sustainable strategies for routine vegetation management in public right-of-way adjacent to roadways identified as evacuation and emergency access routes.
- Identify opportunities to increase community member enrollment in the emergency alert system.
- Provide a platform for wildfire mitigation that can support the creation of resilient community designations, such as Firewise USA, within the City of Redlands.

Roles and Responsibilities

The following CWPP Working Group hold primary responsibility for the plan development and implementation.

Table 1. Members and Organizations of the City of Redlands CWPP Working Group

CWPP Working Group			
Name	**Organization/Agency**	**Title**	**CWPP Role**
Shane Littlefield	CAL FIRE / San Bernardino Unit	Unit Chief (or Designee)	Provide general guidance as needed Review and approve Final CWPP
Rich Sessler	City of Redlands Fire Department	Fire Chief (or Designee)	Provide executive leadership guidance to ensure CWPP aligns with strategic objectives
Vince Anderson	City of Redlands Fire Department	Fire Marshal (or Designee)	Coordinate contents and formatting of CWPP
Claudia Caceres	City of Redlands GIS Division	GIS Supervisor (or Designee)	Coordinate Maps and GIS analysis related to CWPP.
John Harris	City of Redlands Municipal Utilities and Engineering Department (MUED)	Director (or Designee)	Provide input on MUED involvement with fire protection water supply and permanent roadway infrastructure aspects of CWPP.
Rachel Tolber	City of Redlands Police Department	Chief of Police (or Designee)	Provide input on RPD involvement with evacuation aspects of CWPP.
Tabitha Crocker	City of Redlands Facilities and Community Services Department (FCS)	Director (or Designee)	Provide input on FCS involvement public parcel and public right of way vegetation management aspects of CWPP.
Brian Desatnik	City of Redlands Development Services Department (DSD)	Director (or Designee)	Provide input on DSD involvement with Planning, Zoning, and Building Code aspects of CWPP.
Sherli Leanord	Redlands Conservancy	Director (or Designee)	Provide input on Conservancy involvement with public parcel and trail vegetation management aspects of CWPP.

Applicable Plans and Regulations

The City of Redlands operates a wide range of plans and regulations that promote community wildfire preparedness. The following table summarizes the most applicable documents.

CWPP Plans and Regulations		
Document	**Summary**	**Additional Notes**
City of Redlands General Plan	The City's General Plan is a policy document, or "blueprint" for future development, adopted by the City Council to guide future growth in Redlands.	2019 Edition of the General Plan is current as of this CWPP. Following Sections identify additional information on public safety and land use: Sections 4, 6, & 7.
City of Redlands Local Hazard Mitigation Plan	LHMPs promote a comprehensive planning process, requiring an assessment of local capabilities against impacts from hazards in order to identify potential projects and/or strategies.	2021 Edition of the LHMP is current as of this CWPP Section 5.4.1.5 identifies additional wildfire preparedness resources
City of Redlands WUI Response Plan	The WUI Response Plan provides a baseline approach for coordinating initial fire suppression efforts in the region's WUI area.	2024 Edition of all Documents are current as of this CWPP
City of Redlands Building, Residential, and Fire Codes	City of Redlands adopts and amends statewide California Building, Fire, Residential and related codes to promote structure safety.	2022 Edition of all Documents are current as of this CWPP
City of Redlands Health and Safety Ordinances	City of Redlands Health and Safety Ordinances establish a varies of vegetation management and property maintenance requirements to promote proactive mitigation of flammable fuels.	Redlands Municipal Code Chapter 8.08 reflects the property maintenance program for the City. Redlands Municipal Code Chapter 8.40 reflects the weed abatement program for the City.
CAL FIRE San Bernardino Unit - Strategic Fire Plan	The Unit Strategic Fire Plan vision for a natural environment that is more fire resilient; buildings and infrastructure that are more fire resistant; and a society that is more aware of and responsive to the benefits and threats of wildfire; all achieved through local, state, federal, tribal, and private partnerships.	2023/2024 Strategic Fire Plan For The San Bernardino Unit

Planning Area / Community Information

The following table (Table 2) provides a summary of the City of Redlands CWPP planning area and key community information based on the most current U.S. Census information published in from 2020 to 2023, as well as the City's current General Plan. A map of the planning area boundary is provided in Figure 1.

Table 2. Summary of City of Redlands CWPP Planning Area and Community Information

CWPP Planning Area and Community Information		
Topic	**Summary**	**Additional Notes**
Planning Area Boundaries	The CWPP Planning Area covers an area of 36.4 square miles, with 36.1 square miles of land and 0.3 square miles, or 0.83%, consisting of water.	The focus of the CWPP is the periphery of the City where the majority of Wildland Urban Interface areas exist.
Population	The city's population is 73,849, with a median age of 38 years.	Further population details are provided in the Risk Assessment.
Land Ownership	The City's residential land use and housing stock reports a 57.4% owner occupancy rate.	The focus area of the CWPP consists of private, public, and special district parcel ownership.
Fire Environment	Approximately 30% of the City of Redlands is located in a high fire hazard severity zone. Details on the fire environment for the CWPP Planning Area is provide in the Assessment of Wildfire Hazard '7 Wildfire Risk section.	CAL FIRE/Office of the State Fire Marshal Fire and Resource Assessment Program identifies Local Responsibility Areas for cities.
Land Use and Development Patterns	According to the City of Redlands General Plan, the breakdown of Land Use in the Planning Area includes: Residential (30%); Vacant (23%); Parks, Recreation, and Open Space (14%); Agriculture (7%); Industrial (4%); Other (4%), Public/Institutional (3%); and Commercial (3%). Very limited additional development is planned for the CWPP Planning area WUI LRA.	At full build-out by year 2035, the General Plan suggests that there may be the following additional types of development: -4,703 new residential Structures -3.4 million sf of additional commercial development -4.4 million sf of commercial/industrial
Socioeconomic Characteristics	The per capita income is $45,716, while the median household income is $94,473, and the average household income is $133,135. Approximately 41.5% of households earn over $100,000. Around 40% of residents hold a bachelor's degree or higher.	Further population details are provided in the Risk Assessment of this CWPP.

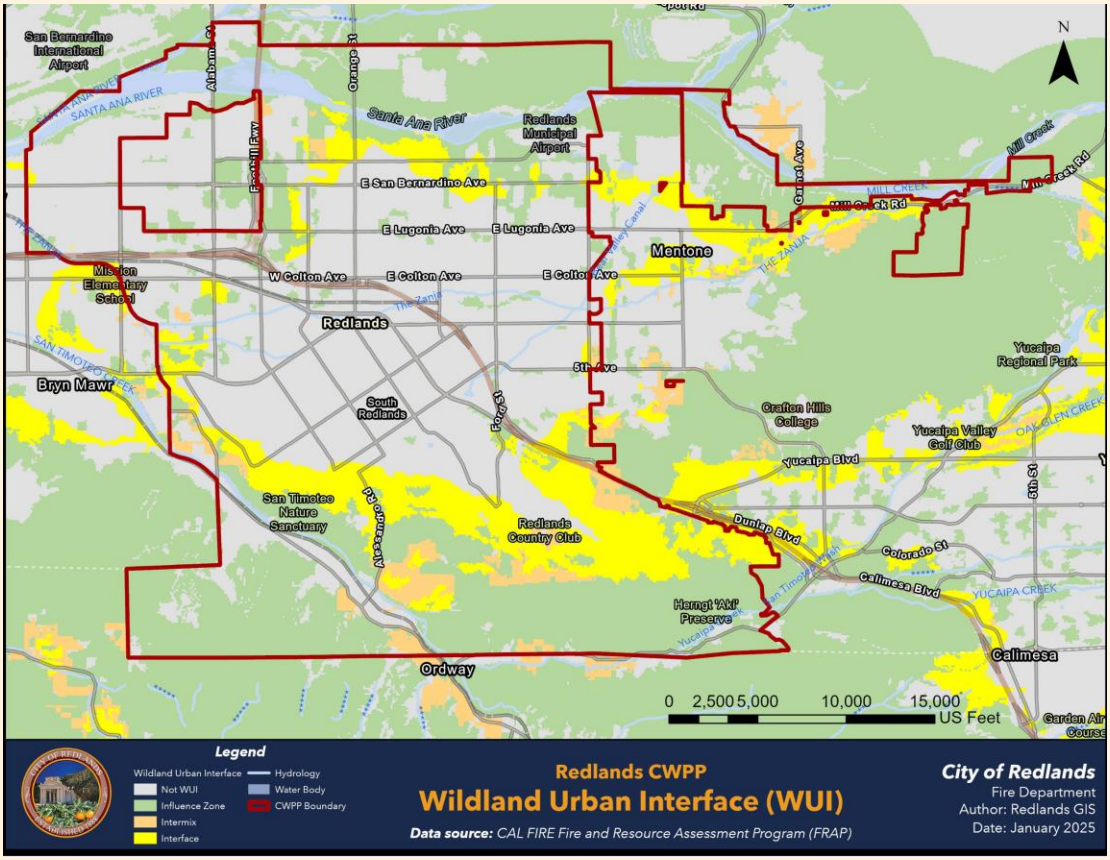


Figure 1. Map of the City of Redlands CWPP Planning Area Boundary

Fire Protection Areas

Fire Department Service Areas

Fire protection agencies listed in Table 3 are responsible for providing fire protection within the City of Redlands CWPP planning area. The City of Redlands Fire Department is the primary fire protection agency for the CWPP Planning Area: Mutual Aid and Allied Fire Protection agencies are included for regional awareness.

Table 3. Fire Departments within the City of Redlands CWPP Planning Area

Table 3: Fire Protection Agencies in CWPP Planning Area		
Fire Protection Agency	**Administrative Authority**	**Description of Geographic Area**
City of Redlands Fire Department	City of Redlands	Primary Fire Protection agency of the 35 square miles within City of Redlands jurisdiction, as well as the unincorporated 'Donut Hole' area located in the northwest portion.
City of Loma Linda Fire Department	City of Loma Linda	Primary Fire Protection agency of the 7.7 square miles within City of Loma Linda jurisdiction. Mutual aid agency to the west of City of Redlands.
San Bernardino County Fire Protection District	County of San Bernardino	Primary Fire Protection agency of the 19,278 square miles within County unincorporated areas and contract cities. Mutual aid agency to the north of City of Redlands.
CAL FIRE San Bernardino County Unit	California Department of Forestry and Fire Protection	Primary Fire Protection agency of the 33,497 square miles within the San Bernardino County SRA, Agreement, and contract cities. Mutual aid agency to the east and south of City of Redlands.
CAL FIRE Riverside County Unit	California Department of Forestry and Fire Protection	Primary Fire Protection agency of the 7,303 square miles within the Riverside County SRA, Agreement, and contract cities. Mutual aid agency to the west and south of City of Redlands.

Firefighting Resources

The communities contained within the City of Redlands CWPP area boundaries are primarily served by the City of Redlands Fire Department (RFD). Mutual aid occurs frequently with the allied fire protection agencies listed in Table 3. The Wildfire Response and Suppression Capabilities of this CWPP provides additional details, including information on the CAL FIRE Wildland Fire Protection Agreement for City of Redlands.

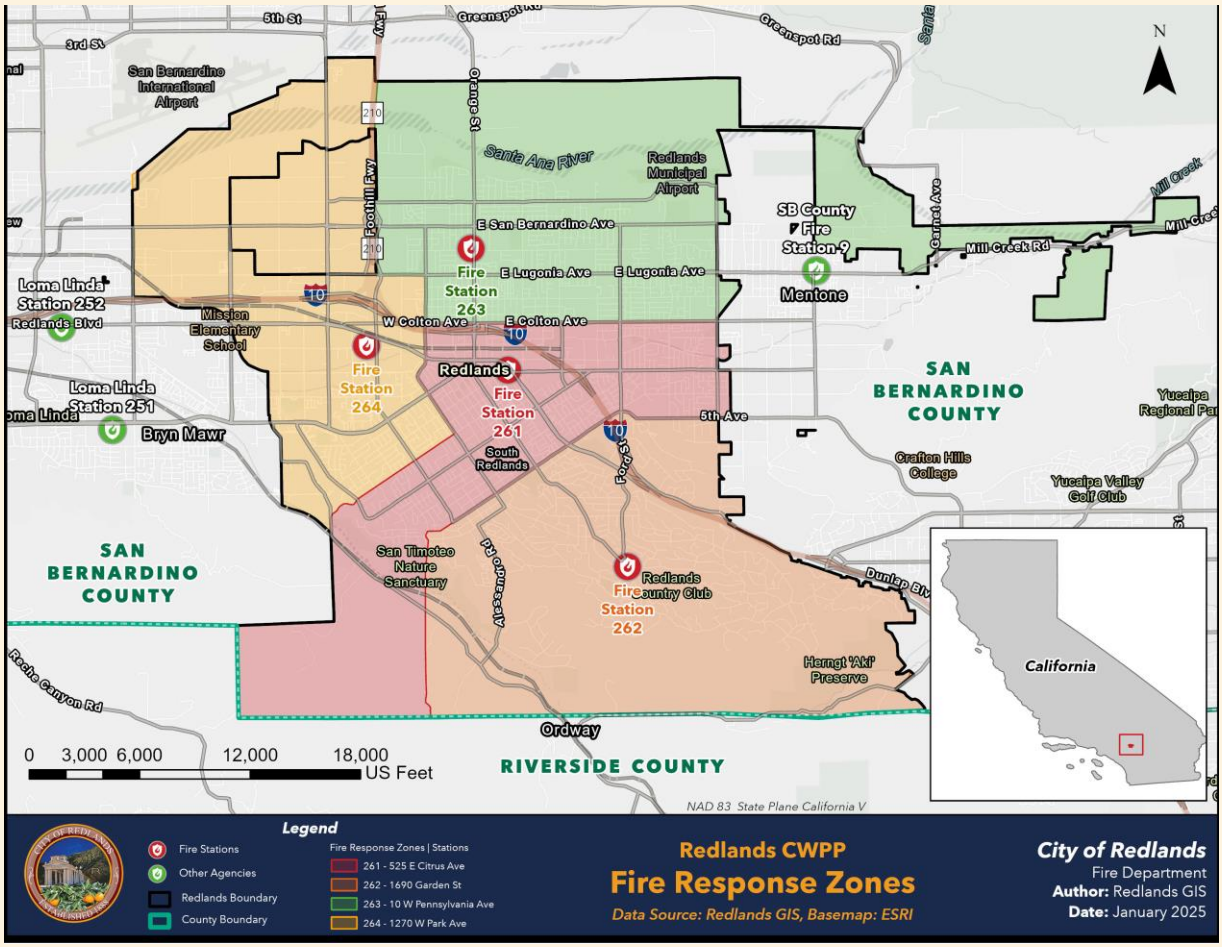


Figure 2. Map of the Fire Department service areas within the City of Redlands CWPP Planning Area

Responsibility Areas

The following wildland fire responsibility areas are within the City of Redlands CWPP planning area which determines the legal and financial responsibility for wildland fire prevention and protection within each of these areas.

Local Responsibility Areas

The majority of the City of Redlands CWPP planning area is located in the Local Responsibility Area within City boundaries.

State Responsibility Areas & CAL FIRE Units

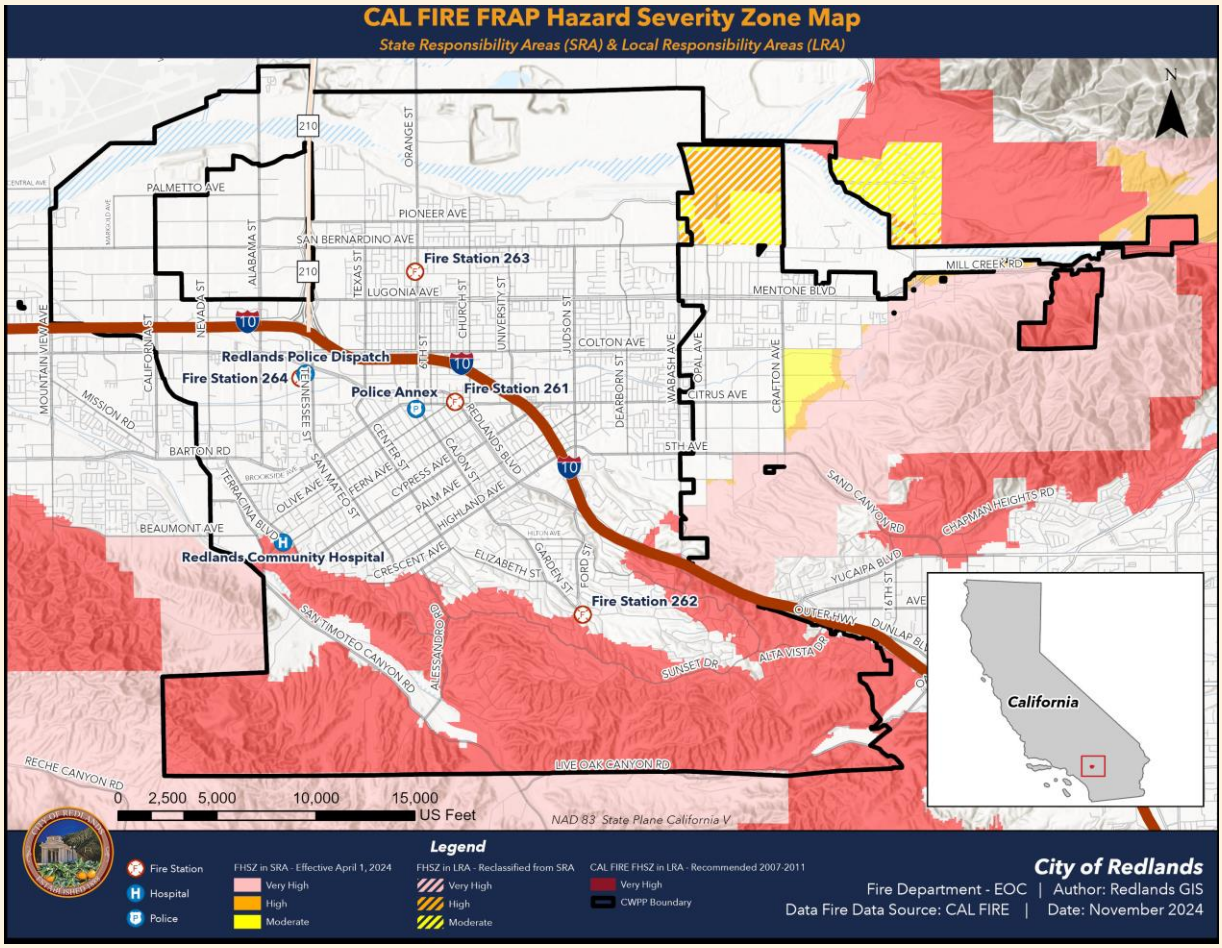
While there are no State Responsibility Areas located in the City of Redlands CWPP Planning Area, the City of Redlands frequently collaborates with regional CAL FIRE Units during emergency response and pre-fire planning. The City of Redlands proximity to the County borders allows for partnership with both the CAL FIRE San Bernardino and Riverside Units: Figure 4 shows theses regional Unit service areas.

The City of Redlands maintains a CAL FIRE Wildland Fire Protection Agreement for the Redlands CWPP Planning Area and includes 5,985 acres. The Wildfire Response and Suppression Capabilities section of this CWPP provides additional details on this Agreement.

Federal Responsibility Areas

There are approximately 5 undeveloped vacant parcels managed by the Federal Bureau of Land Management are located in the City of Redlands CWPP Planning Area. These parcels are landlocked in the Santa Ana River wash, in proximity to the northern portion of Redlands. The City of Redlands collaborates with Bureau of Land Management during emergency responses and planning for this area.

Figure 3. Map of the Wildland Fire Responsibility Areas within the City of Redlands CWPP



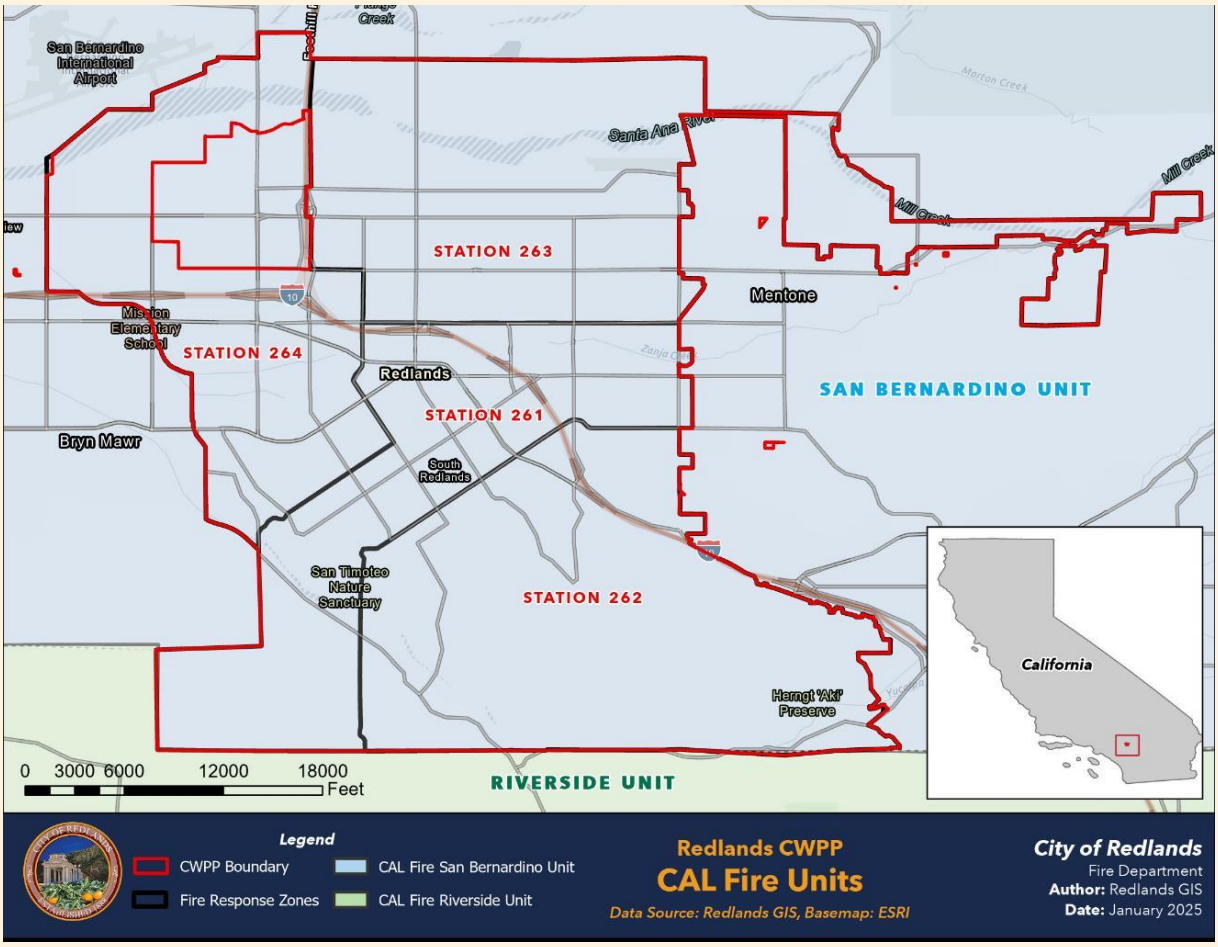


Figure 4. Map of the CAL FIRE units related to the City of Redlands CWPP Planning Area

Wildland-Urban Interface Identification

Wildland-Urban Interface Background

A Wildland-Urban Interface (WUI) refers to areas where human development and wildland fuels overlap or come into close proximity. It encompasses both interface and intermix areas, where interface zones are characterized by housing developments adjacent to or near continuous vegetation, while intermix zones involve scattered structures within a wildland area, where vegetation and fuels often exceed portions with human habitation. This environment enables fires to easily spread between structures and vegetation, raising the risk of wildland fires and potential loss of life and property. In recent decades, human encroachment into wildland ecosystems has expanded the WUI across the country, impacting wildfire management strategies. This growth of the built environment, coupled with factors such as aggressive fire suppression, land use trends, climate change, and pest infestations in vegetation, have motivated communities to refine wildfire mitigation approaches. Strategies such as creating defensible space around homes and implementing home hardening measures can help reduce fire risks in these areas; further detailed in the Ignitability Measures for Structures & Critical Infrastructure section of this CWPP.

Local governments face ongoing challenges in providing safe, affordable housing for both current and future residents. The demand for housing in desirable areas such as southern California and limited vacant space often results in community development peripheral sections of metropolitan regions. Increasingly these vacant areas for possible development are located in the WUI. Currently, over 46 million homes across 70,000 communities are at risk of wildfires (U.S. Fire Administration, 2021). This trend is particularly concerning, as WUI areas are associated with a heightened risk of damage to life, property, natural resources, and the economy. The 2024 Strategic Fire Plan for California notes a significant rise in structures lost to fire since the early 2000s, compared to the 1990s (CAL FIRE, 2024).

A Community Wildfire Protection Plan provides a framework for community stakeholders to collaborate on defining the local WUI, assessing the area's unique resources, fuels, topography, and climate, and prioritizing fire risk mitigation efforts. According to the Healthy Forests Restoration Act (HFRA), at least 50% of funds allocated for fire mitigation projects must be directed to WUI areas. The policies identified in Applicable Plans and Regulations Section of this CWPP provide guidance for managing WUI-related risks in the Planning Area.

City of Redlands CWPP WUI Identification

City of Redlands recognizes the CAL FIRE/Office of the State Fire Marshal Fire and Resource Assessment Program identified Local Responsibility Areas within city limits as the WUI area of the CWPP. This identification is required by municipalities per statewide California Government Code Section 51178.

Additionally, Figure 1 identifies the wildland urban intermix in peripheral areas of the community's layout. The recognized areas are reflected in Figure 5 below. The structural density for the respective census tracts evaluated in the CWPP range from 0.3 to 1.9 structures per acre; additional details are provided in the Wildfire Risk Assessment of this CWPP for each tract.

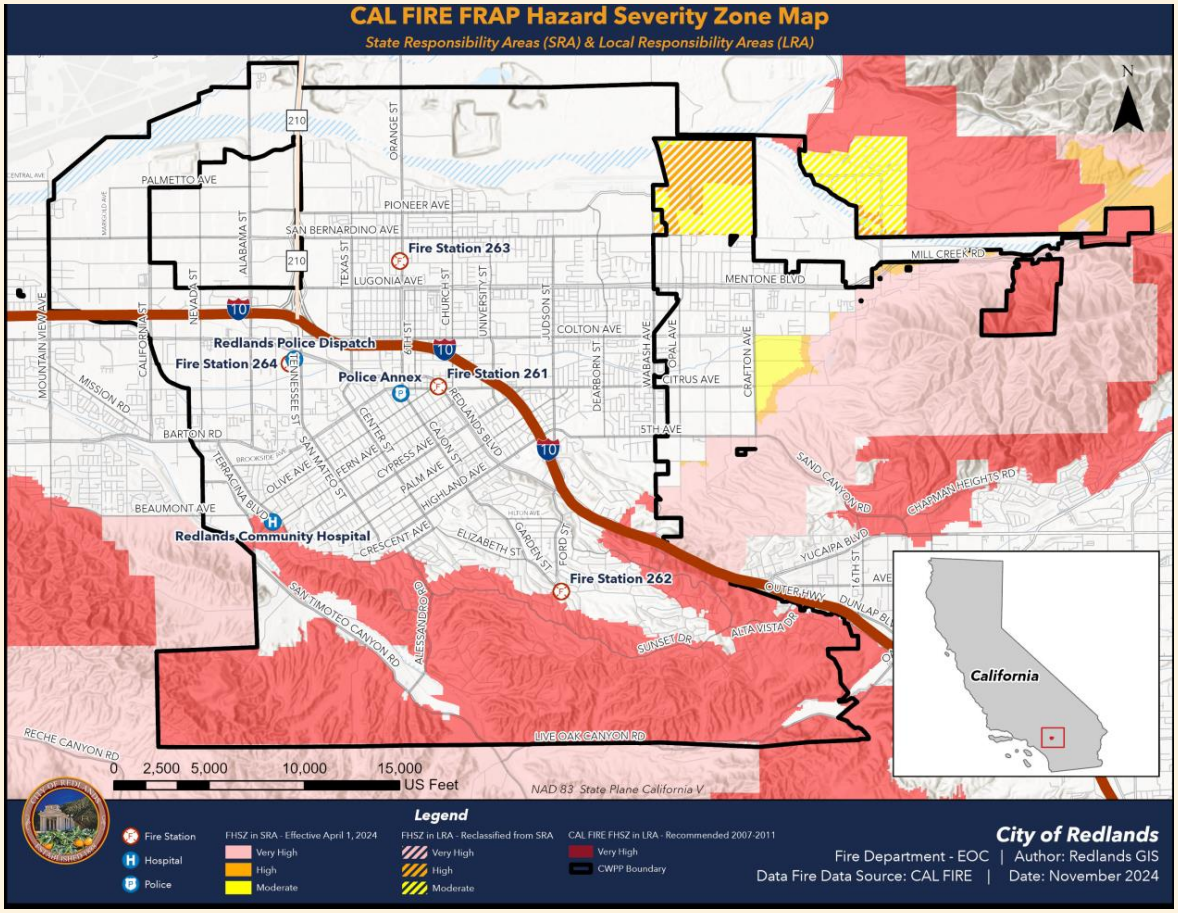


Figure 5. Map of the identified Wildland Urban Interface within the City of Redlands CWPP Planning Area

Assessment of Wildfire Hazard and Wildfire Risk

Wildfire Hazard

The City of Redlands CWPP working group used the following process to incorporate a wildfire hazard assessment and associated map into the CWPP planning process.

Landscape, Fuels, & Topography Discussion

The climate, topography, and vegetation in Redlands is conducive to annual wildfire events. California Department of Forestry and Fire Protection, Fire and Resource Assessment Program (CAL FIRE-FRAP) was established and mandated to map areas of significant fire hazards based on fuels (vegetation), terrain, weather, and other relevant factors. These zones, referred to as Fire Hazard Severity Zones (FHSZ), define the application of various mitigation strategies to reduce risk associated with wildland fires. CDF-FRAP developed data that displays the relative risk to areas of significant population density from wildfire. This data is created by intersecting residential housing unit density with proximate fire threat, to give a relative measure of potential loss of structures and threats to public safety from wildfire. Figure 5 shows the Fire Hazard Severity Zones located in City of Redlands CWPP Planning Area.

Due to a combination of topography, weather, and fuel, and exacerbated by potentially high winds and limited access, the southern portion of the City of Redlands is highly susceptible to wildland fire hazards. The slopes of San Timoteo and Live Oak canyons, the Badlands to the south, and the Crafton Hills to the east are not only difficult for firefighters and their equipment to reach, but the hill's steepness and configuration can result in the rapid upslope spread of fire. Limited rainfall, low humidity, and seasonal high temperatures continue to contribute to the desiccation of the grasses and chaparral which cover the foothills, providing prime fuel for intense burns. Although some of the canyons are shielded from the direct impact of the powerful, dry Santa Ana winds, their occurrence generally aggravates the fire hazard. In addition, the presence of human activities in or near a wildland area dramatically increases the risk of a major fire due to careless smokers, illegal campfires, and other related risks. As noted above, the canyon areas located at the southwest of the City (and the surrounding areas) are the zones of highest risk.

The area south and east of the city of Redlands is marked by mountains, foothills, and canyons are covered in susceptible vegetation. A large amount of the native vegetation in the Redlands area is commonly called chaparral, it is a dense and scrubby bush that has evolved to persist in a fire-prone habitat. Chaparral plants will eventually age and die; however, they will not be replaced by new growth until a fire rejuvenates the area. Chamise, manzanita and ceanothus are all examples of chaparral which are quite common in the Redlands area.

Redlands CWPP Fire History Overview

The sections below are a summary of the Fire History for the Redlands CWPP Planning Area. Additional information and details can be obtained in the City of Redlands Local Hazard Mitigation Plan Section 5.4.1.5.

Reche/Redlands Fires

In 2013, this wind-driven fire originated in Riverside County, in an area known as Reche Canyon. The fire burned northeast over a period of approximately 2 hours, entering San Bernardino County and threatening residents in the area of San Timoteo Canyon and Pilgrim Road. Redlands was notified by Riverside County that the fire was moving into our county and expected to burn into San Timoteo Canyon. Riverside County requested engines for structure protection along Pilgrim Road in San Timoteo Canyon. The fire was diverted away from these structures because of backfiring operations, air support and hand crews into San Timoteo. Overall, the fire damaged approximately 700 acres by containment. The cause was due to unknown / unidentified activity.

Palmer Fire

The Palmer Fire was a wildfire that ignited on July 6, 2017, in the San Bernardino National Forest in Southern California. The fire was sparked by a vehicle accident on Highway 38, near the town of Mentone, and quickly spread due to dry conditions, high temperatures, and gusty winds. The fire burned through steep and rugged terrain, primarily affecting the forested areas near the San Bernardino Mountains. Within a few days, it grew rapidly, consuming more than 8,000 acres of land and forcing the evacuation of several nearby communities. It also prompted the closure of roads and trails in the area to ensure the safety of both residents and firefighting crews.

Bruder Fire

The Bruder Fire began on October 15, 2019, in Redlands. The fire started in the late afternoon and quickly spread across the dry, brush-filled terrain, fueled by strong winds and hot, dry conditions. It burned approximately 1,000 acres and threatened nearby homes, prompting evacuations for residents in the area. The fire's proximity to developed caused concerns about its rapid spread, but firefighters were able to contain the blaze within a few days. The Bruder Fire was ultimately fully contained by October 19, 2019, with no major injuries or fatalities reported, though it caused significant property and land damage. The fire was believed to have been caused by human activity, but the exact cause was not definitively determined.

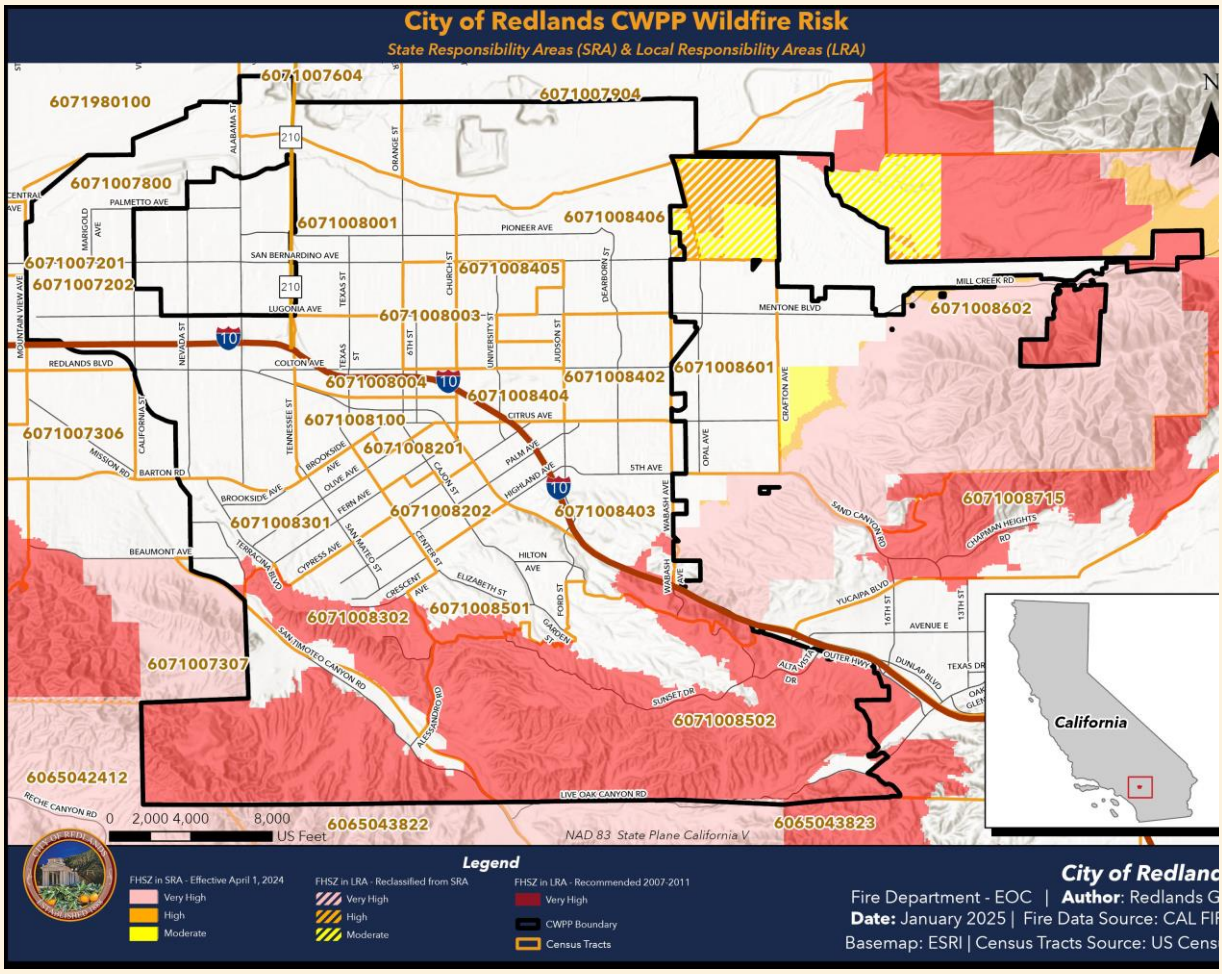


Figure 6. City of Redlands CWPP Wildfire Hazard Assessment Map

Wildfire Risk

The following steps were undertaken to assess the wildfire risk within the City of Redlands CWPP planning process.

1. Areas of the CWPP were identified by Census Tract boundaries for specific assessment.
2. Each Census Tract with a WUI LRA was evaluated by the CWPP Working Group utilizing the criteria and template developed by CAL FIRE.
    a. Limitations: It is important to note that the Census Tracts in the central and northern portions of Redlands CWPP Planning area are not identified as having any WUI LRA parcels by the CAL FIRE/Office of the State Fire Marshal FRAP. The following Census Tracts were not included in this initial version of the CWPP and may be included in future versions: Tracts 78.00, 80.01, 80.03, 80.04, 81.00, 82.01, 82.02, 84.02, 84.04, 84.05 & 84.06.
3. Evaluation of Wildfire Risk Factors were further assessed utilizing GIS databases including the U.S. Census Bureau, U.S. Fire Administration Community Wildfire Awareness web-based Application, the Federal Emergency Management Agency (FEMA) National Risk Index platform, as well as U.S. Department of Homeland Security Homeland Infrastructure Foundation-Level Data (HIFLD).
4. The CWPP input and evaluation of the Wildfire Risk Factors were compiled to assess an aggregate risk ranking for each Census Tract.

Census Tract 73.07 Overview

Census Tract 73.07 is located on the southeast portion of Redlands between Barton Road to the north, San Timoteo Canyon Road to the east, as well as the City/County boundary lines to the west and south. The tract has a total population of 4,591, with 2,015 housing units, 7.8% of which are vacant. Structure density in Census Tract 73.07 is 0.3 per acre.

A significant portion, 22.6%, of the housing units are in multi-unit structures with three or more units, and 35.5% of the housing units are renter-occupied. Non-family households account for 25.2% of the total households, and a large proportion of the population (39.5%) is foreign-born. The area also has relatively low levels of educational attainment, with 5.6% of adults not graduating from high school.

In terms of economic well-being, 9.9% of the population lives below 150% of the poverty level, and only 0.8% of households receive public assistance income. Unemployment among persons aged 16 or older stands at 12.0%, while 1.3% of the population moved from outside the county in the past year. A small percentage of households (5.0%) do not have broadband access, and 1.4% of households experience limited-English proficiency. There is also a relatively low proportion of young children in the area, with only 2.3% of the population under age 5.

Highly valued resources and assets in this census tract include the San Timoteo Landfill Facility.

Census Tract 73.07 Aggregate Wildfire Risk Assessment

The FEMA National Risk Index identifies Census Tract 73.07 as having a relatively high wildfire risk, with its location in a fire-prone area characterized by vegetation types and terrain that can contribute to fire spread. The tract has a low-density development but is vulnerable to wildfires due to factors such as proximity to natural vegetation, seasonal weather patterns, and its elevation, which may enhance the risk of ignition and rapid fire movement. Additional risk factors include single paved roadways for evacuation and emergency response access for areas such as Refuse and Pilgrim Roads.

Census Tract 85.01 Overview

Census Tract 85.01 is located on the southern portion of Redlands between Highland Avenue to the north, Interstate 10 to the east, Alessandro Drive to the west, and Sunset Drive to the south. The tract has a population of 3,626 and a total of 1,423 housing units, with 7.7% of these units being vacant. None of the housing units are part of multi-unit structures, and only 5.6% of the housing units are renter-occupied. Structure density in Census Tract 85.02 is 1.1 per acre.

Non-family households make up 18.4% of the total households, while 13.9% of the population is foreign-born. The area also has relatively low levels of educational disadvantage, with only 1.8% of adults not having graduated from high school, and 3.2% of the population lives below 150% of the poverty level.

In terms of economic indicators, 1.1% of households receive public assistance income, and the unemployment rate for individuals aged 16 or older is 2.9%. There are no households with limited-English proficiency, and 4.3% of the population moved from outside the county in the past year. The percentage of young children under age 5 is 1.7%, and 6.2% of households lack broadband access. The tract shows a generally stable housing and economic environment with minimal overcrowding or other severe housing issues.

Highly valued resources and assets in this census tract area includes Kimberly Elementary School, Redlands Fire Station 262, and a Western Heights Water Company reservoir.

Census Tract 85.01 Aggregate Wildfire Risk Assessment

The FEMA National Risk Index identifies Census Tract 85.01 as a relatively high wildfire risk, primarily due to its proximity to undeveloped areas with natural vegetation, steep terrain, and seasonal weather conditions that can contribute to rapid fire spread. The combination of these environmental factors makes the tract particularly susceptible to wildfires, with elevated risks for both ignition and escalation. This tract is well served by interconnected paved roadways, as well as permanent municipal water system for fire suppression operations. Kimberly Elementary School and Redlands Fire Station 262 locations are a considerable distance from the WUI perimeter with the hillside and canyon areas. Additional risk factors include a need to establish routine vegetation management in public right-of-way adjacent to roadways and ongoing enforcement of vegetation management on parcels, and coordination of fuels management project along California Department of Transportation parcels along Interstate 10.

Census Tract 85.02 Overview

Census Tract 85.02 is located on the southern portion of Redlands between Sunset Drive Avenue to the north, Interstate 10 to the east, Alessandro Drive to the west, and Live Oak Canyon Road to the south. The tract has a total population of 4,836 and 1,722 housing units: Structure density in Census Tract 85.02 is 0.3 per acre.

The area has a relatively low vacancy rate of 3.7%, with only 1.0% of housing units being part of multi-unit structures containing three or more units. Renter-occupied housing makes up 2.5% of the housing units, and there is no indication of overcrowded housing. Non-family households account for 21.4% of the population, while the foreign-born population comprises 12.3%. A small portion of adults, 3.1%, do not hold a high school diploma, and only 5.5% of the population has income below 150% of the poverty level. Additionally, 0.6% of households receive public assistance income, and 6.9% of adults aged 16 or older are unemployed.

Further demographic data reveals that 0.5% of households in the tract experience limited English proficiency, and 3.2% of the population moved from outside the county within the past year. Children under 5 represent 0.8% of the population, and 6.0% of households do not have broadband access.

Highly valued resources and assets in this census tract area include Mariposa Elementary School, Herngt 'Aki' Nature Preserve, Oakmont Park, a Western Heights Water Company reservoir, and a combined public utility site containing a City of Redlands Water Division reservoir and cellular communications towers.

Census Tract 85.02 Aggregate Wildfire Risk Assessment

The FEMA National Risk Index identifies Census Tract 85.02 as having a very high wildfire risk, primarily due to its proximity to undeveloped areas with natural vegetation, steep terrain, and seasonal dry conditions that heighten the potential for rapid fire spread. The area is vulnerable to wildfires because of the combination of environmental factors such as multiple priorities for the open space of the tract including protected animals and plants and nature preserve conditions. This tract has low levels of development density and is served by interconnected paved roadways. Permanent municipal water system for fire suppression operations is limited to the northern portion of the tract; water service for the southern portion is nearly exclusively by onsite wells and similar water supplies. Additional risk factors include a need to establish routine vegetation management in public right-of-way adjacent to roadways and ongoing enforcement of fuel breaks on private nonresponsive vacant parcels adjacent to developed residential areas. The area contains many portions with challenging terrain making access difficult for both emergency vehicles and personnel on foot.

Census Tract 83.01 Overview

Census Tract 83.01 is located in the western portion of Redlands between Barton Road to the north, Olive Avenue/San Mateo Street to the east, and San Timoteo Canyon Road/Fern Avenue to the south. Housing in the area is relatively stable, with no vacant units or crowded housing reported. Structure density in Census Tract 83.01 is 1.7 per acre.

The proportion of renters is 8.7%, and there is a significant presence of non-family households, which comprise 8.3% of the population. However, 14.5% of adults in the area have not completed high school, and 14.8% of the population lives below 150% of the poverty level. Unemployment

stands at 6.2% among individuals aged 16 and older. Public assistance income is virtually nonexistent, with 0% of households receiving such aid.

Additionally, the tract reflects some linguistic and mobility factors. Approximately 5.8% of households speak a language other than English, and 8.6% of the population has moved within the past year. The foreign-born population constitutes 11.8% of the residents. Technology access also poses a challenge, with 8.5% of households lacking broadband internet. Lastly, children under 5 make up a small percentage of the population at 1.5%, indicating a relatively low proportion of very young residents. These characteristics point to a community that is relatively stable but faces certain socioeconomic and technological challenges.

Highly valued resources and assets in this census tract area includes Smiley Elementary and Cope Middle Schools: Both campuses are a considerable distance from the WUI perimeter with the hillside and canyon areas. Redlands Community Hospital is located in this area and maintains a robust emergency preparedness program including plans for shelter in place, evacuation, and similar response actions.

Census Tract 83.01 Aggregate Wildfire Risk Assessment

The FEMA National Risk Index identifies Census Tract 83.01 as having a relatively moderate wildfire risk. This tract is well served by interconnected paved roadways, as well as permanent municipal water system for fire suppression operations. This tract would benefit from establishing routine vegetation management in public right-of-way adjacent to roadways.

Census Tract 83.02 Overview

Census Tract 83.02 is located on the southern portion of Redlands between Cypress Avenue to the north, Center Street to the east, San Timoteo Canyon to the west, and Alessandro Drive to the south. The tract has a population of 2,984 and contains 1,200 housing units, with 9.3% of these units being vacant. A very small percentage, 1.2%, of the housing units are part of multi-unit structures, and 13.1% of the housing units are renter-occupied. Non-family households make up 25.6% of the total households, while 12.4% of the population is foreign-born. Additionally, 6.3% of adults have not graduated from high school, and 6.1% of the population lives below 150% of the poverty level. Structure density in Census Tract 83.02 is 1.0 per acre.

Economic conditions show that 2.2% of households receive public assistance income, and the unemployment rate for those aged 16 or older is 4.4%. The tract has a relatively small number of households with limited English proficiency (0%), and 1.7% of people moved to the area from outside the county in the past year. The percentage of children under age 5 is 4.6%, and 3.8% of households do not have broadband access. Additionally, 0.9% of housing units are crowded, reflecting a slightly higher density living situation.

Highly valued resources and assets in this census tract include San Timoteo Nature Sanctuary, Hillside Memorial Park, and a City of Redlands Water Division reservoir.

Census Tract 83.02 Aggregate Wildfire Risk Assessment

The FEMA National Risk Index identifies Census Tract 83.02 as having a relatively high wildfire risk, influenced by its proximity to San Timoteo Canyon, elevated terrain, and dry seasonal conditions that can contribute to rapid fire spread. The area's landscape, coupled with periodic hot, dry weather, creates an environment where wildfires can ignite and escalate quickly. This tract is well served by interconnected paved roadways, as well as permanent municipal water

system for fire suppression operations. Additional risk factors include a need to establish routine vegetation management in the public right-of-way adjacent to roadways, coordination with fuels management project with special districts respective of protected species, and ongoing enforcement of fuel breaks on private nonresponsive vacant parcels adjacent to developed residential areas.

Census Tract 84.03 Overview

Census Tract 84.03 is located on the western portion of Redlands between Citrus Avenue to the north, Wabash Avenue to the east, Redlands Boulevard to the west, and Interstate 10 to the south. The tract has a population of 6,295 and 2,536 housing units, with 5.1% of these units being vacant. Structure density in Census Tract 84.03 is 1.9 per acre.

A small portion of the housing units (1.9%) are in multi-unit structures, and 10.9% of the units are renter-occupied. Non-family households make up 32.5% of the total households, and 7.3% of the population is foreign-born. Educational attainment is relatively high, with only 2.4% of adults not having graduated from high school, and 5.1% of the population lives below 150% of the poverty level.

Economically, 1.0% of households receive public assistance income, and the unemployment rate for those aged 16 or older is 3.5%. The tract has 3.3% of households with limited-English proficiency, and 4.6% of the population moved from outside the county in the past year. The percentage of young children under age 5 is relatively high at 7.9%, and 6.9% of households lack broadband access. Overall, the area shows a diverse population with a mix of housing types and moderate economic challenges.

Highly valued resources and assets in this census tract include Moore Middle School and Redlands High School: Both campuses are a considerable distance from the WUI perimeter with the hillside and canyon areas. Ford Park is also located in this area.

Census Tract 84.03 Aggregate Wildfire Risk Assessment

The FEMA National Risk Index identifies Census Tract 83.02 as having a relatively high wildfire risk, driven by factors such as proximity to undeveloped areas with natural vegetation, elevated terrain, and seasonal dry conditions that can contribute to the rapid spread of fires. The area's landscape, combined with periodic high winds and dry weather, increases the likelihood of wildfires igniting and escalating quickly. This tract is well served by interconnected paved roadways, as well as permanent municipal water system for fire suppression operations. Additional risk factors include a need to establish routine vegetation management in the public right-of-way adjacent to roadways, ongoing enforcement of fuel breaks on private nonresponsive vacant parcels adjacent to developed residential areas, and coordination of fuels management project along California Department of Transportation parcels along Interstate 10.

Census Tract 86.02 Overview

Census Tract 86.02 is located on the northeast portion of Redlands and unincorporated Mentone area. The portion of related to the CWPP Planning Area is limited to the City of Redlands incorporated area and primarily includes the public right of way along State Highway 38 as along as a number of parcels along this roadway slated for potential future infrastructure projects. The block group is primarily unincorporated, with 99.6% of its housing located in San Bernardino

County, while only 0.4% is within the incorporated area of Redlands. A significant portion of the population living below 150% of the poverty level (44.1%), and a notable share of children under 5 years old (8%). The area has a relatively low vacancy rate (0%) and a sizable portion of housing (21.7%) in multi-unit structures. A significant portion of the population lives in renter-occupied units (44.6%) and there is a moderate rate of crowded housing units (2.3%). Structure density in Census Tract 86.02 is 0.9 per acre

In terms of education and employment, the block group also faces challenges, with 14.8% of adults lacking a high school diploma and 6.3% of the population aged 16 or older unemployed. There are also non-family households (37.2%) and a small percentage of limited-English households (1.3%). The foreign-born population makes up 11% of the area, and 11.6% of the residents have moved in the past year. Public assistance is minimal, with only 0.8% of households receiving support.

Highly valued resources and assets in this census tract include the City of Redlands Tate Water Treatment Facility.

Census Tract 86.02 Aggregate Wildfire Risk Assessment

The FEMA National Risk Index identifies Census Tract 86.02 as having a Very High wildfire risk, driven by factors such as proximity to undeveloped areas with natural vegetation, elevated terrain, and seasonal dry conditions that can contribute to the rapid spread of fires. The area's landscape, combined with periodic high winds and dry weather, increases the likelihood of wildfires igniting and escalating quickly. This tract is well served by interconnected paved roadways, as well as permanent municipal water system for fire suppression operations. The CWPP Planning Area for this tract is primarily limited to defensible space maintenance around Highly valued resources and assets, as well as periodic vegetation management on public right of way and undeveloped parcels.

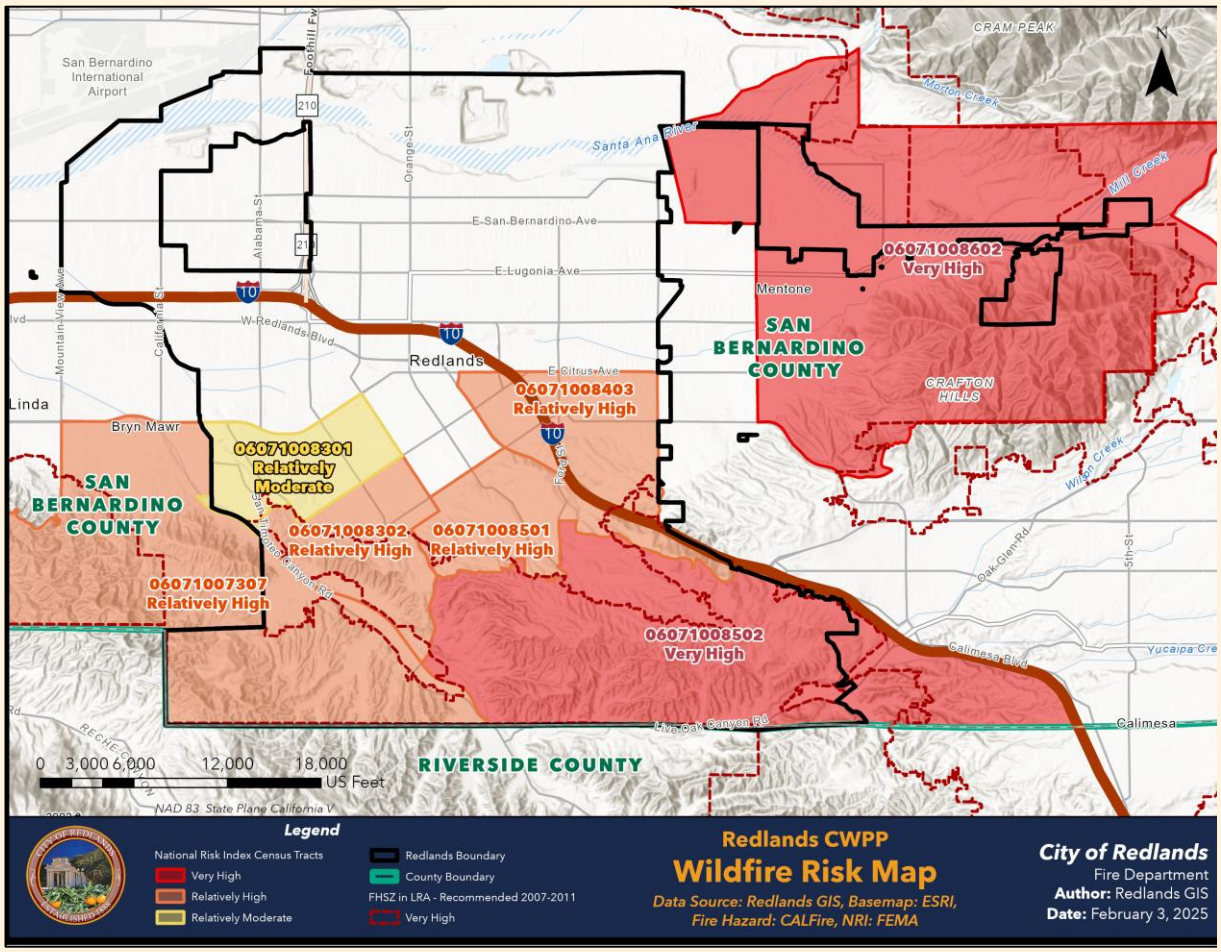


Figure 7. City of Redlands CWPP Wildfire Risk Map

Action Plan

The following City of Redlands CWPP Action Plan summarizes and integrates the information and findings from the CWPP to provide specific implementing projects, programs, or other mechanisms to help achieve the CWPP goals and objectives. The Action Plan includes specific actions pertaining to:

- ***Expand regional emergency response capacities to reduce the potential for catastrophic wildfires***
- ***Improve early detection and community notification capacities***
- ***Establish sustainable strategy to fuels management projects***
- ***Expand community outreach and education initiatives***

The City of Redlands CWPP action plan also includes the lead agencies responsible for each action, timeframe for implementation, type of resources needed, and metrics for tracking progress and outcomes.

Table 4. City of Redlands CWPP Action Plan

CWPP Action Plan						
Action	**Lead(s)**	**Priority**	**Timeframe**	**Resources Required**	**Metric for Success**	**Notes**
GOAL 1: Expand regional emergency response capacities to reduce the potential for catastrophic wildfires						
Objective 1.1: Enhance interagency response capability for effective responses to fire incidents within in the CWPP Plan area						
1. Develop an interagency WUI Response Plan	RFD Operations Division	High	March 2025	-Coordination meeting the Cooperators -Field surveys -Final report	-WUI Response Plan Finalized -Distributed to collaborators	Completed ahead of timeframe objective: Sept. 2024
2. Upload Interagency WUI Response plan to Cal OES Platform	RFD Operations or Emergency Management Division (EM)	Medium	June 2025	-Access and Training on Cal OES Next Generation SCOUT Platform	-WUI Response Plan Uploaded to Cal OES NG SCOUT Platform	
3. Maintain Wildfire Fire Protection Agreement with CAL FIRE	RFD Administration Division	High	Annual Renewal	-Annual funding, with anticipated increasing cost	-Maintain agreement for foreseeable future	
GOAL 2: Improve early detection and community notification capacities						
Objective 2.1:						
1. Establish an AlertCalifornia detection unit for Live Oak Canyon	RFD Community Risk Division (CRR)	High	December 2025	-Contract & Equipment procurement with AlertCalifornia Network. -Site Coordination with stakeholders.	-Unit installed & operational -RFD Personnel access to alerts and camera network.	Completed ahead of timeframe objective: Nov. 2024
2. Replace and upgrade City's	RFD EM Division	High	July 2025	-Technical account	-Upgraded Emergency	Completed ahead of

CWPP Action Plan						
Action	**Lead(s)**	**Priority**	**Timeframe**	**Resources Required**	**Metric for Success**	**Notes**
current emergency alert system				conversation aspects -Training and rollout of new system	Alert System operational	timeframe objective: Nov. 2023
3. Explore mass area notification systems such as outdoor speakers and similar technology	RFD CRR & EM Division	Medium	Jan. 2026	-Identify 1ualified vendor for Feasibility study -Capital and sustainable funding sources identified within RFP Process		
GOAL 3: Establish sustainable approaches to fuels management projects						
Objective 3.1: Implement capability that is effective in responding to expected fire incidents						
4. Create partnerships with CA Conservation Corp and similar public sector resources	RFD CRR Division & Redlands Facilites and Community Services Dept. (FCS)	Medium	April 2025	-Legal Review of Agreements -Logistics coordination for project identification -City staff onsite liaisons for projects	-Establish agreements -Complete 5 fuels management projects annually	Completed ahead of timeframe objective: Oct. 2024
5. Create Partnerships with non-profit NGO groups such as Team Rubicon	RFD CRR Division & Redlands FCS Dept.	Medium	March 2025	-Coordination with private parcel groups -Logistics coordination for project identification -City staff onsite liaisons for projects	-Establish agreements -Complete 1 fuels management project annually	
6. Increase resources for fuels management and abatement projects	RFD Administration Division & Redlands FCS Dept.	High	July 2026	-Increase RFD CRR Division contracts budget account -Increase Redlands FCS Dept. Trees and abatements accounts -Explore grant opportunities	-Increase respective budget accounts -Identify sustainable approach for routine maintenance and fuels management of public right of way	
7. Coordinate Community Chipper Events	RFD CRR Division & Redlands FCS Dept.	Medium	May 2025	-Community outreach via social media, press release and similar networks	-Complete 2 Chipper Day Events annually	Completed ahead of timeframe objective: July 2024

CWPP Action Plan						
Action	**Lead(s)**	**Priority**	**Timeframe**	**Resources Required**	**Metric for Success**	**Notes**
				-Logistics coordination for project identification -City staff onsite liaisons for projects		
GOAL 4: Expand community outreach and education initiatives						
Objective 4.1:						
8. Distribute WUI Retrofit safety feature letters with Building Permits	RFD CRR Division	Medium	July 2025	-Create template for retrofit safety letter based on CAL FIRE Low Cost Retrofit List	-Distribute retrofit safety educational letter for all building permits of alterations & remodels in the LRA WUI.	Completed ahead of timeframe objective: Jan. 2025
9. Coordinate Outreach Event collaborations with non-profit NGO organizations such Red Cross	RFD CRR & EM Division	Low	April 2025	-Conduct outreach to nonprofit NGO groups -Logistics coordination for outreach events -City staff onsite liaisons for events	-Complete 1 Outreach Event annually	Completed ahead of timeframe objective: June 2024
10. Spring Season community wildfire preparedness postcards	RFD CRR Division	Medium	March 2025	-Create engaging template for postcards -Mail to all parcels in the WUI LRA	-Mail postcard to all parcels owners in the WUI LRA	Completed ahead of timeframe objective: March 2025
11. Support creation of Firewise USA Communities	RFD CRR & EM Division	Medium	June 2025	-Training and familiarity CAL FIRE & NFPA Firewise USA application to approval workflow	-Host Firewise USA materials on City website -Serve as liaison with communities and CAL FIRE	

Landscape Management / Prioritized Hazardous Fuel Reduction Treatments

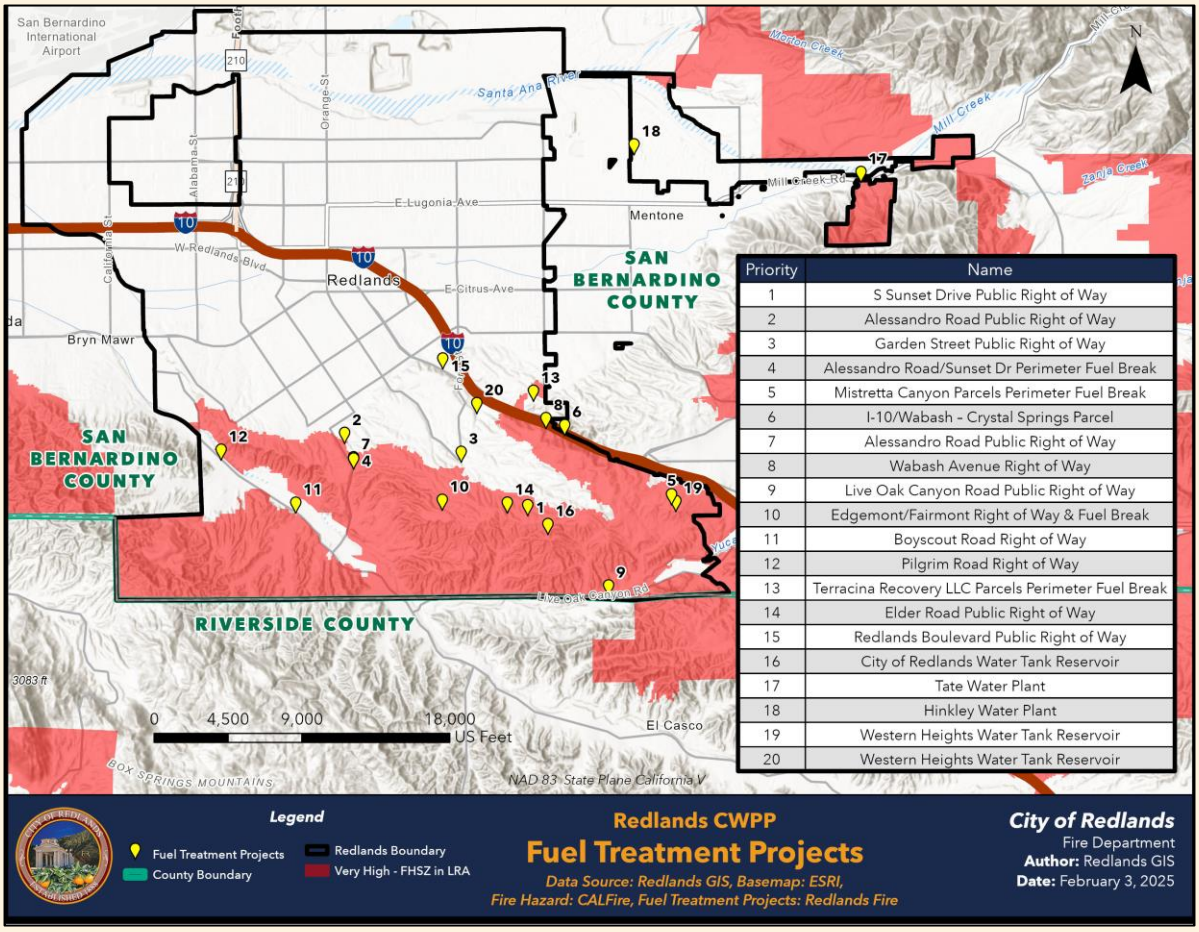
The following areas within the City of Redlands CWPP planning area have been identified and prioritized for hazardous fuel reduction treatments (Table 5; Table 6; Figure 8).

Table 5. City of Redlands CWPP Fuel Treatment Project Priorities, Locations, Size and Methods of Treatment: Right of Way & Private Parcels

Fuel Treatment Projects and Priorities – Right of Way & Private Parcels				
Priority	**Name**	**Location**	**Size**	**Method(s)**
1	S Sunset Drive Public Right of Way	Sunset Drive between Alessandro Road & Vinton Way	2 Miles	Manual Thinning & Tree Limbing
2	Alessandro Road Public Right of Way	Alessandro Road between Crescent Avenue & Carob Street	0.5 Mile	Manual Thinning & Tree Limbing
3	Garden Street Public Right of Way	Garden Street between Halsey Street and Rossmont Drive	1 Mile	Manual Thinning & Tree Limbing
4	Alessandro Rd/Sunset Dr Perimeter Fuel Break	Vacant parcels east of Alessandro Road & south of Sunset Drive	30 Acres	Manual & Mechanical Thinning
5	Mistretta Canyon Parcels Perimeter Fuel Break	Vacant parcels east of South Lane & south of Highview Drive	15 Acres	Manual & Mechanical Thinning
6	I-10/Wabash – Crystal Springs Parcel	East of Wabash Avenue & south of I-10	9 Acres	Manual & Mechanical Thinning
7	Alessandro Road Public Right of Way	Alessandro Road between Sunset Drive and Deer Trail Drive	0.5 Mile	Manual Thinning & Tree Limbing
8	Wabash Avenue Right of Way	Wabash Ave. Between I-10 & Sunset Drive	7 Acres	Manual Thinning
9	Live Oak Canyon Road Public Right of Way	30915 to 32032 Live Oak Canyon Rd	2 Miles	Manual Thinning
10	Edgemont/Fairmont Right of Way & Fuel Break	Edgemont & Fairmont Drives between	12 Acres	Manual & Mechanical Thinning, Tree Limbing
11	Boyscout Road Right of Way	Boyscout Road / San Timoteo Canyon roadway	1 Mile	Manual & Mechanical Thinning
12	Pilgrim Road Right of Way	Pilgrim Road / San Timoteo Canyon roadway	.05 Mile	Manual & Mechanical Thinning
13	Terracina Recovery LLC Parcels Perimeter Fuel Break	Vacant parcels north of Reservoir Road & south of Camelot Drive	7 Acres	Manual & Mechanical Thinning
14	Elder Road Public Right of Way	Elder Road between Canyon Road and Sunset Drive	0.75 Mile	Manual Thinning & Tree Limbing
15	Redlands Boulevard Public Right of Way	Redlands Boulevard between Highland Boulevard and Ford Street	0.5 Miles	Manual Thinning & Tree Limbing

Table 6. City of Redlands CWPP Fuel Treatment Project Priorities, Locations, Size and Methods of Treatment: Critical Infrastructure & HVRA

Fuel Treatment Projects and Priorities – Critical Infrastructure & HVRA				
Priority	**Name**	**Location**	**Size**	**Method(s)**
1	City of Redlands Water Tank Reservoir	13212 Helen Court	10 Acres	Manual Thinning – possible site for animal grazing
2	Tate Water Plant	3050 Mill Creek Rod	2 Acres	Manual & Mechanical Thinning
3	Hinckley Water Plant	1604 Crafton Avenue	2 Acres	Manual & Mechanical Thinning
4	Western Heights Water Tank Reservoir	31721 Highview Drive	1 Acre	Manual Thinning
5	Western Heights Water Tank Reservoir	301 Kelisa Circle	3 Acres	Manual Thinning



Priority	Name
1	S Sunset Drive Public Right of Way
2	Alessandro Road Public Right of Way
3	Garden Street Public Right of Way
4	Alessandro Road/Sunset Dr Perimeter Fuel Break
5	Mistretta Canyon Parcels Perimeter Fuel Break
6	I-10/Wabash - Crystal Springs Parcel
7	Alessandro Road Public Right of Way
8	Wabash Avenue Right of Way
9	Live Oak Canyon Road Public Right of Way
10	Edgemont/Fairmont Right of Way & Fuel Break
11	Boyscout Road Right of Way
12	Pilgrim Road Right of Way
13	Terracina Recovery LLC Parcels Perimeter Fuel Break
14	Elder Road Public Right of Way
15	Redlands Boulevard Public Right of Way
16	City of Redlands Water Tank Reservoir
17	Tate Water Plant
18	Hinkley Water Plant
19	Western Heights Water Tank Reservoir
20	Western Heights Water Tank Reservoir

Figure 8. Map of the City of Redlands CWPP Fuel Treatment Project Priorities and Locations

Ignitability Measures for Structures & Critical Infrastructure

New Development Requirements

California Fire Safe Regulations

California Fire Safe Regulations are published by the California Board of Forestry and Fire Protection. These safety parameters are codified in California Code of Regulations Title 14 outlines fire safety requirements and wildfire defense measures for areas designated as State Responsibility Areas (SRAs), focusing on minimizing fire hazards and protecting communities. It includes provisions for defensible space, vegetation management, and requirements for fire-resistant building materials to reduce the risk and impact of wildfires in these high-risk areas.

While the Fire Safety Regulations of Title 14 are exclusive to SRA jurisdiction, the City of Redlands CWPP includes this reference as a best practice resource for reducing structural ignitability in the LRA.

California WUI Building Code Requirements

The City of Redlands Municipal Code Title 15 adopts and amends the California Building and Residential Codes, based on the model International Building Code and others (e.g., California Electrical Code) by reference. Structural fire protection standards are addressed in the building codes and address structural hardening requirements for buildings located within a High Fire Hazard Area as defined by CAL FIRE/Office of the State Fire Marshal and consistent with Chapter 7A of the California Building Code. Structural hardening requirements address roofing, exterior coverings, decking materials, windows and doors, eaves, and vents, among others. The intent of these requirements is to minimize the potential for structural ignition through radiant or convective heat exposure or ember intrusion.

Defensible Space & Fire-Resistant Vegetation Practices

California Fire Code Chapter 49 mandates that new developments in Wildland-Urban Interface (WUI) areas establish wildfire safety measures, including the creation of defensible space around structures. Developers must produce a Fire Protection Plan to document strategies mitigating wildfire risks through a variety of measures. This includes ensuring defensible space by maintaining a minimum 30-foot buffer zone around buildings, consisting of defensible zones designed to slow the spread of fire. Vegetation must be properly managed and fire-resistant construction materials consistent with California Building Code Chapter 7A or California Residential Code Section 337. Additionally, fire access roads, water supply, and firefighting infrastructure must meet specific standards to ensure effective emergency response and evacuation. These requirements aim to reduce the risk to life and property in fire-prone areas.

Existing Development & Structures

Mitigation Features for Existing Structures

Two of the most important wildfire mitigation features are vegetation management and home hardening structures with exterior wildfire defense features. It is important to note, like many WUI LRA regions across the California, the parcel layouts and Building Code requirements at the time of original development for the CWPP Planning area did not require these mitigation features highlighted below. Similarly, there are very limited, if any, thresholds that require parcels to retroactively install these mitigations. The Redlands CWPP acknowledges these factors and emphasizes a proactive, voluntary compliance approach for existing parcels.

The sections below are a summary of mitigation and preparedness features reflected on the CAL FIRE Ready for Wildfire Website. Additional information and details can be obtained at https://readyforwildfire.org/. Zones described below are based on the infographic examine in Figure 9.

Defensible Space and Vegetation Management

Zone 0 – Ember Resistant Zone

Zone 0 is crucial for wildfire defense and preventing fires from spreading to structures. To enhance protection, replace combustible mulch with gravel, pavers, or concrete. Dead weeds, grass, and debris should be cleared regularly, and roofs, gutters, and outdoor areas should be checked for fire hazards. Branches should be kept at least 10 feet away from chimneys and stovepipes, and combustible items like furniture and planters should be minimized on decks.

Firewood and lumber should be moved to Zone 2 for safety, and combustible fencing and gates should be replaced with fire-resistant materials. Garbage and recycling containers should be shifted to a safer area outside this zone, and boats, RVs, and vehicles should be relocated to reduce fire risks.

Zone 1 – Lean, Clean, and Green Zone

Zone 1 extends 30 feet from buildings, structures, decks, or to the property line, whichever is closer. In this zone, all dead plants, grass, and weeds should be cleared, and dead leaves and pine needles must be removed from the yard, roof, and gutters. Overhanging branches should be trimmed to maintain a 10-foot distance from chimneys, and trees should be regularly trimmed to keep a 10-foot gap between them. Wood piles should be moved to Zone 2, and flammable plants and shrubs near windows should be pruned.
To further reduce fire risk, flammable vegetation and items must be cleared from under decks, balconies, and stairs. Adequate space should be maintained between trees, shrubs, and combustible items like patio furniture and wood piles.

Zone 2 – Reduce Fuel Zone

Zone 2 extends from 30 to 100 feet away from buildings, structures, decks, and other features, or to the property line if it's closer. To reduce fire risk in this zone, annual grass should be trimmed to a maximum height of 4 inches. Shrubs and trees should be spaced out horizontally, and there must be adequate vertical spacing between grass, shrubs, and trees to prevent the spread of fire. Fallen leaves, needles, and small branches should be cleared, though up to 3 inches can remain.

Keep wood piles must at least 10 feet away from any surrounding vegetation, down to the soil. Additionally, outbuildings and LPG tanks should have a 10-foot clearance to bare soil, with no flammable vegetation within another 10 feet around them to minimize fire risk.

Exterior Structure Home Hardening Wildfire Mitigation Features

Roof & Gutter Features

- When replacing roofs opt for a Class A fire-rated material to enhance fire resistance.
- Seal any gaps between roof covering and sheathing using non-combustible materials, such as bird stops.
- Add non-combustible covers to gutters to prevent the build-up of leaves and debris.

Chimney, Stovepipe and Attic Vent Features

- Install a non-combustible, corrosion-resistant metal mesh screen (spark arrestor) over chimney and stovepipe outlets, with openings between 3/8-inch to 1/2-inch.
- Use ember- and flame-resistant vents. Consult with the Redlands Building and Safety Division and hire a licensed contractor, as these modifications may affect airflow.
- Seal any gaps larger than 1/8-inch around exposed rafters and blocking to prevent ember infiltration into the attic or other enclosed spaces.
- Check the exterior siding for dry rot, gaps, cracks, or warping. Seal gaps greater than 1/8-inch in the siding and replace any damaged boards, including those with dry rot.

Door and Window Features

- Apply weather stripping to gaps larger than 1/8-inch between garage doors and their frames to prevent ember intrusion, ensuring the weather stripping meets UL Standard 10C.
- When replacing windows, choose multi-paned windows with at least one pane of tempered glass.
- Protect operable skylights by covering them with a non-combustible metal mesh screen with openings no larger than 1/8-inch.

Deck and Siding Features

- When updating sidings or decks, use materials that are non-combustible, ignition-resistant, or compliant with fire-resistant standards.
- Apply a minimum 6-inch metal flashing vertically on the exterior wall where the deck meets the wall to protect combustible siding materials.

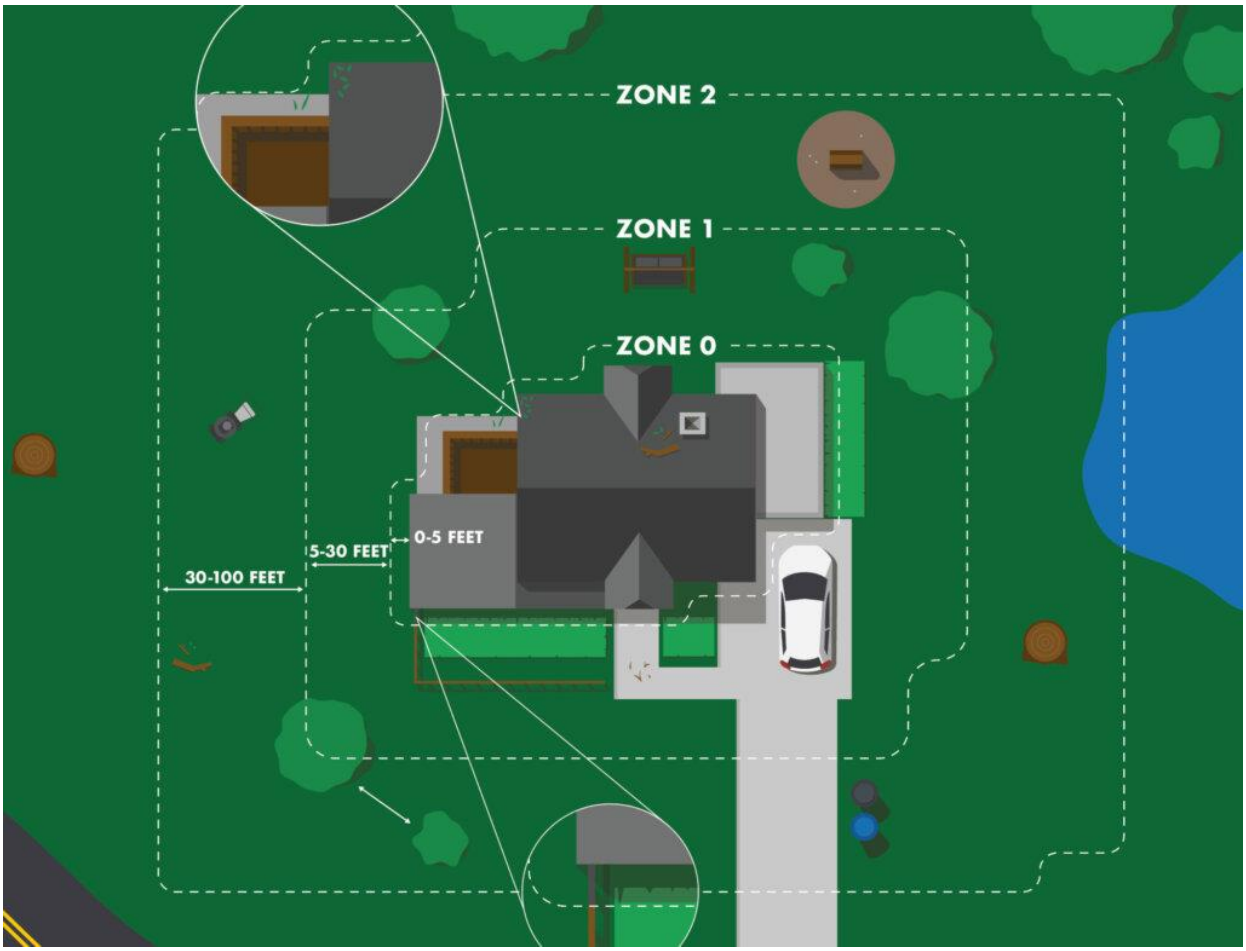


Figure 9. Defensible Space Distance Infographic *(Image credit: https://readyforwildfire.org/prepare-for-wildfire/defensible-space/)*

Critical Infrastructure Ignitability Reduction

The majority of critical infrastructure located within the City of Redlands CWPP Planning area WUI portion is constructed of noncombustible materials. This includes aboveground water supply reservoir tanks, high voltage power transmission lines, and cellular communication tower sites.

Future critical infrastructure projects will be required to incorporate exterior wildfire mitigation features per the current California Building Code, or equivalent design standards.

Redlands Conservancy

The Redlands Conservancy plays an integral role in land stewardship for the San Timoteo Nature Sanctuary and Herngt 'Aki' Preserve. These areas offer diverse ecosystems, including riparian, grassland, and chaparral habitats. It supports local wildlife while providing recreational opportunities through two historic trails, the Cocomaricopa and Carriage Trails. The Conservancy actively works on wildfire preparedness, including fuel load reduction and vegetation management, notably by addressing non-native plant species. Additionally, trail maintenance is

crucial, with ongoing restoration and improvements such as signage, benches, and regular volunteer-driven trail care to ensure safe, sustainable use for hiking, biking, and horseback riding.

Wildfire Response and Suppression Capabilities

An assessment of the wildfire response and suppression capabilities within the City of Redlands CWPP was undertaken to evaluate whether the current resources, organization, and strategies are appropriate for the expected wildfire impingements, and if not, what requires improvement. The following was evaluated:

- Pre-Fire Planning and Decision Capacities
- Fire Response Resources and Capacities
- Evacuation Resources and Capacities

From this evaluation the following has been determined:

- The Pre-Fire Planning & Decision Capacities meet the needs for CWPP Planning Area.
- Fire Response Resources and Capacities are robust for the CWPP Planning Area.
- Current Evacuation Resources and Capacities provide a solid foundation for further efforts including routine vegetation management in the public right-of-way adjacent to roadways, with priority for those that serve as evacuation corridors.

Planning and Decision Support

In 2023 and 2024, the Redlands Fire Department participated in the creation of the regional San Timoteo Canyon area Wildfire Urban Interface Fire Operations Plan. This customized WUI Fire Operations Plan addresses a broad range of factors including the fire history, predominant vegetation type, access and related aspects to develop a coordinated approach fire responses in the area. Plan development included tabletop meetings, tour of the area including Smiley Blvd, Boyscout Rd, identified safety zones, temporary refuge areas, and staging areas. This input and additional evaluation was conducted by the consultant firm Rohde & Associates coordinated through a grant opportunity from San Bernardino County Fire Protection District.

This was a significant effort and is a great step towards planning and response commonality within the County and the City of Redlands CWPP area.

Fire Response Resources

California is home to a range of federal, state, and local fire protection agencies that work closely together through mutual aid agreements and collaborative efforts. Key organizations like the California Wildfire Coordinating Group, the Northern and Southern California Geographic Area Coordination Centers (GACCs), and FIRESCOPE play a central role in coordinating these efforts.

Agencies such as California Emergency Management, CAL FIRE, and the US Forest Service (USFS) provide a robust wildfire response capacity, ready to be deployed across the state. This network is often considered one of the most robust wildfire suppression systems in the country.

Local Response

The communities contained within the City of Redlands CWPP area boundaries are primarily served by the City of Redlands Fire Department (RFD).

City of Redlands Fire Department

The City of Redlands Fire Department (RFD) has grown from a volunteer organization founded in 1888 to a full-service, all-hazard organization with approximately 50-square-mile service area. RFD's mission is to provide a safe, professional and courteous team that strives to exceed the expectations of the community and our organization. This mission requires our members to be part of a capable, aggressive, all-risk fire department that is focused on "Preserving the Past and Protecting the Future" of those we serve.

The Department is structured into several key functions:

- Fire Administration - Fire Administration Division provides general department oversight, monitors effectiveness of current programs, determines future needs of the department, and develops plans of action to achieve departmental goals. Fire Administration provides support to all Fire Department divisions, as well as four separate fire stations throughout the city. This Division consists of the Fire Chief, Deputy Fire Chief of Operations, an Administrative Battalion Chief, a Management Analyst, and two Senior Administrative Assistants.

- Fire Suppression - The Fire Suppression Division, under the leadership of the Deputy Chief, is supported by the Administrative Battalion Chief. With 57 dedicated personnel responsible for frontline operational duties, the department operates four 3-person engines, a 4-person ladder truck, a 2-person paramedic squad, and one Battalion Chief per 24-hour shift.

- Community Risk Reduction – The Community Risk Reduction (CRR) Division operates under the direction of the Fire Chief and consists of the Fire Marshal, one Deputy Fire Marshal, two Fire Prevention Inspectors, and one Administrative Assistant II. Operating under the guidelines of the California Fire Code (CFC) as adopted by the State of California and the City of Redlands, the Community Risk Reduction Division provides an all-hazards approach to life and fire safety, safeguarding the community from fire and other hazards through education, engineering, enforcement, evaluation, and analysis. The CRR Division oversees the weed abatement program and fuels management projects.

- Emergency Medical Services – The Emergency Medical Services Division is overseen by the Deputy Chief and consists of an Emergency Medical Service Coordinator. The EMS Coordinator ensures compliance with federal, state, and county procedures and protocol as well as keeps pace with increased demands for service. This program is responsible for ensuring the delivery of high-level advanced life support pre-hospital care by well-trained personnel, as well as meeting the education and delivery standards required by the State of California to ensure this level of service. The highly trained Paramedics functions as an extension of the emergency room doctor and with his/her regulatory

control can administer the necessary medical treatment to stabilize the patient before transport to the hospital. Paramedics presently respond from all fire stations.

- Emergency Management - The Emergency Management Division utilizes planning, training, and exercises to continually develop and sustain the City's mitigation, preparedness, response, and recovery capabilities. These capabilities minimize the loss of life and property and protect the environment from emergencies and significant disruptions. The Emergency Operations Division works with the city departments, other local municipalities, and an array of community-based organizations to ensure that the city and its residents have the resources and information they need to prepare, respond and recover from emergencies, disasters, and significant events.

RFD is responsible for initial attack and suppression of all fires within the City of Redlands, which is designated as a Local Responsibility Area (LRA). An LRA is a region where the local government is responsible for fire response. RFD has four fire stations throughout the city (Figure 2). The need for two additional fire stations to continue to provide high levels of service and coverage as the City continues to grow in density as well as peripheral development has been identified and in the fire station master plan and City's capital improvement project priorities.

State Response & Wildland Fire Protection Agreement for Redlands

California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE is responsible for the fire protection and stewardship of over 31 million acres of California's privately-owned wildlands, known as the "State Responsibility Area" (SRA). While there are no SRA portions in the City of Redlands CWPP Area, adjacent areas to jurisdictional boundaries are classified as SRA.

Wildland Fire Protection Agreement for Redlands

With its vast size and population, California requires a coordinated effort from multiple agencies to effectively respond to emergencies such as wildland and structure fires, floods, earthquakes, hazardous material spills, and medical aids. That is why the CAL FIRE Cooperative Fire Protection Program plays a crucial role in bringing state, federal, and local agencies together through contracts and agreements.

These agreements allow CAL FIRE to be the lead agency in providing fire, rescue, dispatch, and paramedic services to cities and towns in California that are not designated as state responsibility. This unified command relationship ensures that all resources are utilized to the fullest potential during emergencies, leading to greater success in response efforts. The CAL FIRE Cooperative Fire Protection Program staff are dedicated to coordinating these agreements and contracts, ensuring that emergency response in California is carried out smoothly and effectively.

For over two decades the City of Redlands and CAL FIRE have operated a Wildland Fire Protection Agreement for areas within the City's CWPP Planning Area to augment existing city fire department resources specifically for wildland fire fighting services. The Wildland Fire Protection Agreement for the Redlands CWPP Planning Area includes 5,985 acres.

A map of the Wildland Fire Protection Agreement area is included in Figure 10.

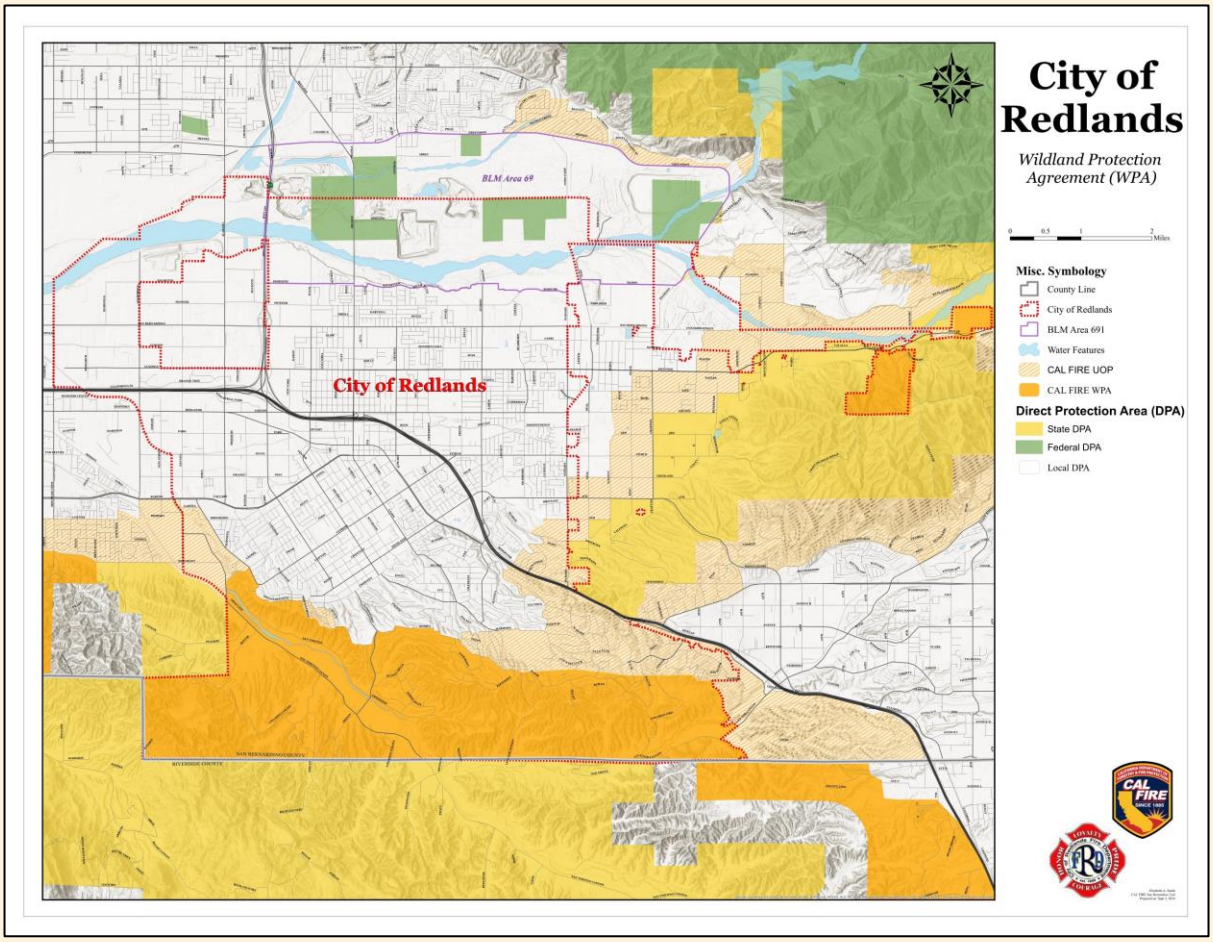


Figure 10. CAL FIRE – City of Redlands Wildland Fire Protection Agreement Map

Federal Response

Bureau of Land Management (BLM)

The Bureau of Land Management (BLM) provides wildfire response and management for over 245 million acres of public lands. These lands are considered Federal Responsibility Areas (FRAs), which are regions where the federal government is responsible for fire response. On BLM land, the BLM has the responsibility for initial attack (initial response). The BLM maintains mutual aid agreements with CAL FIRE, the County of San Bernardino, and the local response agencies. Under the agreements, agency personnel may respond to incidents outside their agency boundaries.

There are approximately 5 undeveloped vacant parcels managed by the Bureau of Land Management are located in the City of Redlands CWPP Planning Area. These parcels are landlocked in the Santa Ana River wash, in proximity to the northern portion of Redlands. The City of Redlands collaborates with Bureau of Land Management during emergency responses and planning for this area.

Mutual Aid

The wildland fire community is well known for its development of mutual aid agreements at the federal, state, and local levels. Such automatic aid agreements allow for closest forces to respond to an incident as quickly as possible regardless of jurisdiction. Such agreements may also describe how reimbursement will be conducted; state resources responding to wildfires on federal land may have their associated costs reimbursed by the responsible federal agency, and the reverse is true for federal resources suppressing a wildfire on state land.

Evacuation Resources

Effective evacuations are accomplished by timely notifications and orderly relocation of community members.

Emergency Alert System

The City of Redlands' emergency alert system provides residents with crucial, real-time information during emergencies, such as wildfires, floods, or other natural disasters. By signing up, individuals can receive customized alerts directly to their preferred communication channels—such as text messages, emails, or phone calls—ensuring that they stay informed about potential threats in their area. This system allows for timely notifications regarding evacuation orders, road closures, shelter locations, and other critical updates, helping residents make informed decisions and take appropriate actions to protect themselves and their families during emergencies.

The emergency alert system also offers the flexibility to choose how and when alerts are received, increasing accessibility and personalizing the experience for each user. This service ensures that both individuals with disabilities and those living in remote areas can receive emergency updates tailored to their specific needs. By registering, residents not only enhance their own safety but also contribute to the overall efficiency of the city's emergency response efforts, as local authorities can more effectively communicate with the public and provide guidance during crisis situations. The City’s emergency alert system has integrated communications with the San Bernardino County Emergency Alert System.

The current emergency alert system is hosted on the Smart911 platform was an action item identified in the early stages of this CWPP development: It was implemented ahead of timeframe objective in November 2023. The Redlands Fire Department strives to mail parcel representatives registration information for the emergency alert system annually in the spring, as well as ongoing community relation opportunities at public events.

Road Systems

The roadways of the Redlands CWPP Planning area are key features of the wildfire evacuation routes for the region. Primary evacuation corridors include the following: Live Oak Canyon Road, San Timoteo Canyon Road, Beaumont Avenue, Allesandro Road, Garden/Cajon Street, Ford Road, Reservoir Road, Wabash Avenue, Alta Vista Drive, Outer Highway 10 and the Sunset Drive loop. Secondary evacuation corridors include: Terracina Boulevard, Cypress Avenue, Crescent Avenue, Center Street, Interstate 10, Barton Road, Highland Avenue.

These roads connect the city to key highways like Interstate 10, which facilitates rapid evacuations to safer locations. The road network is designed to handle increased traffic flow during emergencies, with several secondary routes and local streets offering alternative paths, although congestion can be a concern during large-scale evacuations.

One of the key action items identified in the CWPP is the need to establish routine vegetation management in the public right-of-way adjacent to roadways, with priority for those that serve as evacuation corridors.

Specific Needs Residents & Assisted Living Facilities

Each member of our community may have unique needs during emergency conditions and the CWPP strives to provide as much preparedness resources as possible.

Southern California Edison Critical Care Backup Battery Program

Southern California Edison's (SCE) Critical Care Backup Battery Program is designed to support customers who depend on electrical-powered medical equipment for their health and well-being. This program provides eligible customers with a backup battery to ensure they can continue using essential medical devices during power outages. The program aims to give peace of mind by offering a reliable power source for a limited time, especially during unexpected disruptions in service. Customers who qualify for the program, such as those using life-support equipment or other critical medical devices, are provided with a backup battery that is sized to meet their specific needs.

To be eligible for the Critical Care Backup Battery Program, customers must be registered with SCE's Medical Baseline Program and meet the criteria outlined for critical care needs. The backup batteries provided are not intended to supply long-term power during extended outages, but they can be used to power essential medical devices for several hours, depending on the equipment's power needs. The program is an important resource for vulnerable individuals, ensuring they have an extra layer of protection and support during emergencies or planned power outages. Customers interested in the program can apply through SCE's website or customer service phone center at 1-800-736-4777.

Assisted Living Facilities Preparedness

It is essential for residential care and facility management to regularly review and update the Facility Emergency Disaster Plan (California Department of Social Service Community Care Licensing Form 610D/E) to ensure the safety of clients and staff during an emergency. Key components of this plan include ensuring that all staff are thoroughly familiar with the total facility evacuation procedures and are prepared to act quickly in the event of an emergency. Additionally, arrangements should be verified for providing sufficient vehicle evacuation of all clients and staff. The plan must also identify multiple vehicle routes out of the community to account for potential obstructions, ensuring smooth and efficient evacuations even if some routes become blocked.

As part of disaster preparedness, signing up for emergency alert systems is a crucial step in keeping staff and residents informed. Facility managers should register for both the City of Redlands and San Bernardino County Emergency Alert Systems, ensuring they receive real-time updates on emergencies. It is recommended that at least one staff member from each shift be subscribed to these systems to guarantee round-the-clock awareness. Furthermore, for residences in Wildfire Hazard Severity Zones, it is highly encouraged to install low-cost retrofit protection features and maintain defensible space around structures: Further information reflected in the Ignitability Measures for Structures & Critical Infrastructure section of this CWPP. The Redlands Fire Department strives to mail Assisted Living Facilities information for the emergency alert system registration, evacuation preparedness, and home hardening information annually in the spring.

Community Emergency Response Team

The Community Emergency Response Team (CERT) program in Redlands is a volunteer-based initiative that trains local residents to assist in disaster situations and support emergency response efforts. The program is designed to prepare individuals to respond effectively in the aftermath of natural disasters, such as earthquakes, wildfires, or other emergencies, when professional responders may be delayed or overwhelmed. CERT members receive hands-on training in areas such as first aid, search and rescue, fire safety, and disaster preparedness, which enables them to provide vital assistance to their community during times of need.

In addition to training, the CERT program fosters a sense of community and encourages neighbors to help each other during emergencies. The City of Redlands provides various resources and opportunities for residents to get involved in CERT, including volunteer positions and participation in ongoing disaster response drills. Through this program, participants not only learn essential skills but also become an integral part of their community's emergency preparedness efforts. CERT members play a crucial role in enhancing local resilience, ensuring that residents are equipped to respond to disasters and assist with recovery efforts.

The CERT Team plays an integral role during the evacuation stage by staffing evacuation and relocation centers.

Monitoring & Updates

Redlands Fire Department Community Risk Reduction and Emergency Management Divisions will be leads for monitoring progress of this CWPP. Updates for this CWPP are anticipated at 5-year intervals, with the next occurring in 2030.

It is encouraged to collaboratively develop updates to the City's CWPP and LHMP.

Conclusion

In conclusion, the City of Redlands Community Wildfire Protection Plan plays a crucial role in enhancing the safety and resilience of the community in the face of increasing wildfire risks. By focusing on wildfire prevention, mitigation, and preparedness, the CWPP provides a strategic framework for reducing the impact of wildfires on residents, businesses, and natural resources. The plan emphasizes the importance of collaboration between local government agencies, emergency responders, and residents to implement proactive measures, such as defensible space creation, vegetation management, and public education. These efforts are essential to minimize fire hazards and protect lives and property in wildfire-prone areas.

Furthermore, the CWPP outlines specific actions and priorities to improve response capabilities and recovery efforts in the event of a wildfire. By identifying high-risk zones, evaluating infrastructure, and promoting community-wide participation in wildfire mitigation, the plan ensures that Redlands is better prepared to address future fire threats. Ongoing updates to the plan, combined with active engagement from the community, will continue to strengthen Redlands' ability to prevent and respond to wildfires, fostering a safer, more resilient environment for current and future generations.

Appendices & References

Appendix A: Public Outreach and Engagement

Public Outreach and Engagement Overview

As part of the development process for the Redlands Community Wildfire Protection Plan, a comprehensive public outreach effort was conducted to engage local residents, stakeholders, and community organizations. This outreach included public presentations, attending community meetings, and electronic media distribution designed to gather input and raise awareness about wildfire risks and mitigation strategies.

Public participation was encouraged to ensure the plan reflected the concerns and priorities of the community, fostering a collaborative approach to wildfire preparedness. Additionally, the outreach efforts provided valuable educational resources on fire prevention, defensible space, and emergency response, empowering residents to take proactive steps in reducing their vulnerability to wildfires. By incorporating community feedback, the CWPP aims to create a more effective and inclusive approach to managing wildfire risks in the Redlands CWPP Planning Area.

City of Redlands Disaster Council Presentation

On January 27, 2025, the Redlands Fire Department hosted a presentation on the Community Wildfire Protection Plan at the City of Redlands Disaster Council Meeting. The presentation provided an overview of the CWPP, highlighting its goals of enhancing wildfire preparedness, prevention, and mitigation strategies within the community. Key topics included the identification of high-risk wildfire zones, the importance of defensible space, and recommended actions for reducing fire hazards. The Fire Department emphasized the need for ongoing community involvement and collaboration to ensure the plan's success. The meeting also served as a platform for local officials, emergency responders, and community members to discuss the plan's implementation and address any concerns or questions regarding wildfire risk management in the Redlands area.

CWPP Draft Distribution to Key Community Stakeholder Groups

In February 2025, the draft version of the Redlands Community Wildfire Protection Plan was distributed to key community stakeholder groups for public comment, including the Redlands Unified School District, Redlands Community Hospital, Southern California Edison, Southern California Gas Company, San Bernardino Flood Control Department, Inland Empire Resource Conservation Department, and the Redlands Conservancy. These organizations play critical roles in the community's infrastructure, safety, and environmental management, making their feedback essential to the development of the CWPP. By engaging these stakeholders, the City of Redlands ensured that the plan addressed a wide range of concerns related to wildfire prevention, emergency response, and resource management, fostering a collaborative approach to strengthening the community's resilience to wildfire threats.

CWPP Draft Posted for Public Input Period

The draft version of the Redlands Community Wildfire Protection Plan was made available for public input on the City of Redlands website from February 2, 2025, to March 3, 2025. During this period, residents and stakeholders were encouraged to review the plan and provide feedback to help refine and improve the document. Public input was directed to the city’s central email account

at fireprevention@cityofredlands.org or via phone at 909-798-7601. This open comment period provided an opportunity for the community to voice concerns, suggest improvements, and contribute to the final version of the CWPP, ensuring that the plan reflects the needs and priorities of Redlands residents in addressing wildfire mitigation.

City of Redlands City Council Adoption Resolution

For final adoption process, the Redlands Community Wildfire Protection Plan (CWPP) is slated to accepted as a City Council resolution during the upcoming meeting on March 4th, 2025. Following a thorough public comment period, including input from community members and key stakeholders, the draft plan has been revised and prepared for formal approval. The City Council's resolution will officially adopt the CWPP, making it a guiding document for wildfire prevention, mitigation, and response strategies in Redlands. This step marks a significant milestone in ensuring that the city is well-equipped to address wildfire risks and enhance community safety through coordinated efforts and proactive planning.

References

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RESOLUTION NO. 8667

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE COMMUNITY WILDFIRE PROTECTION PLAN COMPLETED FOR THE CITY OF REDLANDS

WHEREAS, a Community Wildfire Protection Plan (CWPP) is a plan developed to help residents and region better prepare for and respond to wildfires; and,

WHEREAS, the final CWPP document was completed in February 2025 and included recommended actions; and

WHEREAS, a completed CWPP document will give the city a higher priority or grant award opportunities; and

WHEREAS, the CWPP is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(b) and (c), because adopting the CWPP will not result in a direct or reasonably foreseeable indirect physical change in the environment, and because it is not a project as defined in CEQA Guidelines section 15378, as it has no potential for resulting in physical change to the environment, directly or indirectly; and

WHEREAS, the CWPP is exempt from CEQA pursuant to the CEQA Guidelines Sections 15262, which exempts feasibility and planning studies for possible future actions that have not been approved, adopted, or funded from the requirement to prepare an environmental impact report or negative declaration provided environmental factors are considered. The CWPP provides recommendations for potential future actions and information to plan, assess, and prioritize wildfire prevention activities, including public education and fuel reduction projects, and enables such activities to be eligible for State and federal funding; and

WHEREAS, the CWPP is exempt from CEQA as it does not commit the City or any other entity to any particular course of action. Future activities are contingent upon motivated project proponents, available funding, and review and approval by the authorizing jurisdiction. Any activities that are recommended or included in the CWPP Project List may be modified or denied in their entirety. If any wildfire prevention and preparation activities are later undertaken, the public agencies authorizing such activities will be required to comply with CEQA, as applicable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. That the City Council of the City of Redlands determines that each of the Findings set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Resolution.

Section 2. That the City Council of the City of Redlands hereby adopts the Community Wildfire Protection Plan prepared by City Staff and developed for the City of Redlands dated March 4, 2025 attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately following passage and adoption thereof.

ADOPTED, SIGNED AND APPROVED this 4th day of March, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

City Council Meeting **I. 12.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8665 establishing a Statement of Investment Policy and Rescinding Resolution No. 8446 (City Treasurer Doolittle)

MOTION(S):

I move that the City Council adopt Resolution No. 8665.

RECOMMENDATION:

The City Treasurer recommends that the City Council adopt Resolution No. 8665 establishing the City's Statement of Investment Policy and Rescinding Resolution No. 8446.

DISCUSSION:

The investment of City funds is governed by Government Code sections 53600-53610. The purpose of the City's investment policy is to provide guidance for the prudent investment of the City's idle liquidity, to maintain compliance with applicable codes and statutes, and observe investment portfolio guidelines that reflect the City's investment strategies and goals. Accordingly, Government Code Section 53646 provides that the City's investment policy may be reviewed on an annual basis to ensure that it reflects current state law, internal controls, and overall portfolio management approach.

The City submitted its investment policy to the California Municipal Treasurers Association (CMTA) Certification Program. The CMTA Investment Policy Certification Program provides professional guidance and assistance in developing and/or improving investment policies that meet industry best practices for California's public sector agencies and districts. The certification process evaluates investment policies across several critical topics, including scope, prudence, ethics, authorized financial dealers and institutions,

diversification, internal controls, and more. The City of Redlands' policy underwent a review by three independent CMTA professionals, who assessed the policy using a detailed scoring matrix and has received certification.

Additionally, the City Treasurer and staff are recommending that CalTRUST be approved as an allowable investment fund for the City to participate. CalTRUST is a Joint Powers Authority created by public agencies in 2003 to provide a convenient method for public agencies to pool their assets for investment purposes. They ensure their policy is in full compliance with California Government Code 53601 and 53605. The City Council has previously authorized the City's participation in similar investment funds, including the Local Area Investment Fund (LAIF), California Asset Management Program (CAMP), and the California Cooperative Liquid Assets Securities System (CLASS). These investment funds offer local agencies the opportunity to participate in major portfolios which invest hundreds of millions of dollars and can leverage their investment expertise at no additional cost to the taxpayer.

Staff recommends that the City Treasurer be authorized to designate a Deputy City Treasurer to assume the responsibilities and duties of the Treasurer in the event circumstances require timely action and the City Treasurer is absent or otherwise unable to perform their duties. This ensures continuity in managing the City's investments and maintaining compliance with all applicable regulations. Staff is also recommending minor revisions to the City's Investment Policy to align with best practices in California’s public sector. Using recommendations from California Municipals Treasurers Association (CMTA), certain language has been refined for greater clarity and precision.

ALTERNATIVES:

The City Council may make alternative suggestions to the City Treasurer with respect to percentages, allowable investments, and/or changes to the policy, but any change would be governed by the corresponding Government Code Section.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Phillip Doolittle, City Treasurer

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Janice McConnell, Assistant City Manager
Yvette Abich Garcia, City Attorney

PREPARED BY:
Whitney Mesna, Administrative Analyst
Aimee Hoover, Revenue Manager

Fiscal Impact

Discussion:

There is no direct fiscal impact associated with approval of Resolution No. 8665 establishing the City's Investment Policy.

Attachments

Resolution No. 8665 Investment Policy

Exhibit A - Investment Policy Updated

RESOLUTION NO. 8665

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A STATEMENT OF INVESTMENT POLICY AND RESCINDING RESOLUTION NO. 8446

WHEREAS, pursuant to Government Code sections 41001 through 41007, the City Treasurer shall comply with all laws governing the deposit and securing of public funds; and

WHEREAS, investment guidelines and procedures are required to administer the daily investing of the City's surplus cash; and

WHEREAS, an investment policy serves as the foundation of a local agency's investment goals and priorities; and

WHEREAS, AB 2853 (2004) amended Government Code section 53646, making the annual review and approval of investment policies of local agencies optional, which was previously compulsory; and

WHEREAS, from time to time the policies related to investing need to be revised to reflect investment instrument changes, economic conditions, and financial market considerations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council herby adopts the Statement of Investment Policy ("Policy") attached hereto as Exhibit "A".

Section 2. This Resolution and the Policy established by this Resolution, shall become effective, March 4, 2025.

Section 3. That Resolution No. 8446 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 4th day of March, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 4th day of March, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit “A”

City of Redlands
Investment Policy

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STATEMENT OF INVESTMENT POLICY

FOR THE CITY OF REDLANDS, CALIFORNIA

1.0 INTRODUCTION

This Investment Policy ("Policy") provides formalized framework for the prudent investment of unexpended cash of the City of Redlands ("the City") and its related authorities and agencies. The City's policy is to invest public funds in a manner which seeks to provide high investment return consistent with the public trust and the prioritized objectives of safety, liquidity and return on investment, while meeting the City's daily cash flow requirements and conforming to all state and local statutes governing the investment of public funds.

2.0 SCOPE

This Policy applies to all monies under the direct oversight of the City Treasurer. The funds covered by this policy are accounted for and incorporated in the City Annual Comprehensive Financial Report (ACFR) and include those of the City, , the Redlands Public Improvement Corporation and the Redlands Financing Authority.

3.0 PRUDENCE

The standard of prudence to be used by the designated representative shall be the "prudent investor" standard and shall be applied in the context of managing the overall portfolio. Persons authorized to make investment decisions on behalf of local agencies investing public funds are trustees and therefore fiduciaries subject to the prudent investor standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency".

For local agency funds invested in the county treasury, the county treasurer serves as a fiduciary and is subject to the prudent investor standard.

4.0 OBJECTIVES

The City's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the City Treasurer to invest funds to the fullest extent possible. The City Treasurer maintains a diversified portfolio to accomplish the primary objectives of safety, liquidity, and return on investment (in that order of priority).

4.1 Safety: Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns.

4.2 Liquidity: The portfolio will be structured with sufficient liquidity to allow the City to meet anticipated cash requirements. This will be accomplished through diversity of instruments to include those with active secondary markets, those which can match maturities to expected cash needs, the State Local Agency Investment Fund (LAIF), the California Asset Management Program (CAMP), and the California Cooperative Liquid Assets Securities System (CLASS) with immediate withdrawal provision.

4.3 Return on Investment: The City's investment portfolio shall have the objective of attaining a comparative performance measurement or an acceptable rate of return throughout budgetary and economic cycles. These measurements should be commensurate with the City's investment risk constraints identified in the Investment Policy and the City's cash flow requirements.

5.0 DELEGATION OF AUTHORITY

California Government Code Section 53607 provides the authority for the City Council to invest the funds of the City or to delegate the full responsibility to the treasurer of the City.

5.1 City Council: By resolution, the City Council delegates authority to the City Treasurer for investing City funds in accordance with California Government Code, Sections 41006 and 53600, et. seq. City Treasurer as referenced herein includes the Deputy City Treasurer.

5.2 City Treasurer: The execution of investment transactions will be the responsibility of the City Treasurer. The City Treasurer may designate in writing a Deputy City Treasurer who, in the absence of the City Treasurer, will assume the City Treasurers duties and responsibilities. In the event of a prolonged absence or vacancy in the Treasurers position, the City Council may assign a designee or direct staff to engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external investment managers and/or advisors may be granted discretion to purchase and sell investment securities in accordance with this Investment

Policy. Such managers must be registered under the Investment Advisers Act of 1940. The City Treasurer has established a system of controls and a segregation of responsibilities of investment functions to assure maintenance of internal control over the investment functions. At the direction of the City Treasurer, the Revenue Manager or Designee will keep a complete record of all investment transactions.

5.3 The City Treasurer has the authority to recommend changes in this Policy at any time in order to carry out the duties as chief investment officer for the City. All such recommended amendments to this Policy shall be approved by the City Council to be effective.

5.4 Government Code Section 36501 states that there must be an office of City Treasurer. The City Treasurer of the City of Redlands is an elected position.

6.0 ETHICS AND CONFLICTS OF INTEREST

The City Treasurer and employees of the City involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair the ability to make impartial investment decisions. The City Treasurer is governed by The Political Reform Act of 1974 regarding disclosure of material financial interests.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The City Treasurer, in accordance with Government Code Section 53601.5, shall transact business only with banks, savings and loans, and securities dealers.

7.1 Authorization: The Treasurer will maintain a list of approved financial institutions authorized to provide investment services to the public agency in the State of California. These may include “primary” dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). Broker/Dealers must: 1) have offices located in the State of California, 2) be adequately capitalized, 3) make markets in securities appropriate to the City's needs, and 4) agree to abide by the conditions set forth in this Policy. The City Treasurer shall investigate all institutions that wish to do business with the City and will annually review the financial condition and registrations of qualified institutions.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

California Government Code Section 53601 defines eligible securities for the investment of surplus funds by local agencies. Surplus funds of the City are invested in compliance with this statute and as further limited in this Policy.

The City's investments are permitted as listed below and defined in the subsections following.

Summary of Authorized Investments					
#	Type of Investment	CA Gov. Code % of Funds Permitted	City of Redlands% Funds Authorized	CA Gov. Code Max Final Maturity	Redlands Maximum Final Maturity
8.1	United States Treasury notes, bonds, bills or certificates of indebtedness	100%	100%	5 Years	5 Years
8.2	Federal Agency or U.S. government sponsored enterprise (GSE) obligations	100%	100%	5 years	5 years
8.3	Bankers' Acceptances	40%; 30% of a single issuer	40%; 30% of a single issuer	180 days	180 days
8.4	Commercial Paper (CP) of "Prime" quality	25%; 10% of a single issuer	15%; 10% combined CP & MTNs of a single issuer	270 days	270 days
8.5	Negotiable Certificates of Deposits	30%	30%	5 years	5 years
8.6	Time Certificates of Deposit (TCD)	100%	30%; 15% of a single institution	5 years	5 Years
8.7	Repurchase Agreements	100%	100%	1 year	1 year
8.8	Medium Term Corporate Notes (MTN)	30%; 10% of a single issuer	20%; 10% combined CP & MTNs of a single issuer	5 years	5 years
8.9	Other State of California Local Agency bonds, notes, warrants or other evidence of indebtedness	100%	100%	5 years	5 years
8.10	Shares of beneficial interest, Mutual Funds	20%; 10% of a single fund	10%	N/A	N/A
8.11	Investment Funds: LAIF, CAMP, CLASS, CalTrust	$75 million per account for (LAIF) 100% . CAMP, CLASS, CalTRUST Max permitted by fund	$75 million per account for (LAIF) 100% . CAMP, CLASS, CalTRUST Max permitted by fund	N/A	N/A
8.12	City of Redlands Specific Program Short-term Loans	N/A	With Council Approval	N/A	N/A

CP: Commercial Paper
MTN: Medium Term Notes

8.1 U.S. Government: United States Treasury Bills, Notes, and Bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the

percentage of the portfolio invested in this category. Maturities are limited to a maximum of five years.

8.2 U.S. Agencies: The purchase of instruments of, or issued by, a federal agency or a United States government-sponsored enterprise will be limited to a maximum maturity of five years. Such agencies include, but are not limited to, the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, Student Loan Marketing Association, Tennessee Valley Authority, and the Federal National Mortgage Association.

8.3 Bankers' Acceptances: Bills of exchange or time drafts drawn on and accepted by commercial banks which are eligible for purchase by the Federal Reserve System are known as bankers' acceptances. Purchases of these instruments shall not exceed 180 days to maturity or 40 percent of an agency's surplus funds. A maximum of 30 percent may be invested in the bankers' acceptances of any one commercial bank.

8.4 Commercial Paper: This short-term unsecured promissory note is issued to finance short-term credit needs. Eligible paper is that which is ranked "P1" by Moody's Investor Services or "A1" by Standard & Poor's, issued by a domestic corporation having assets in excess of $500,000,000, and having an "A" or better rating on issuer's debt. Purchases of commercial paper may not exceed 270 days or represent more than 10 percent of the outstanding paper of an issuing corporation. Commercial paper purchases will be limited to 15 percent of the City's portfolio. The City may purchase no more than 10 percent of the outstanding commercial paper and medium- term notes of any single issuer.

8.5 Negotiable Certificates of Deposit (NCDs): Allowable NCDs are issued by a nationally or state-chartered bank or a state or federal association or by a federally licensed or state-licensed branch of a foreign bank. Purchases of these investments shall not exceed 30 percent of surplus funds in NCDs, and purchases above the federally insured limit of $250,000 must be limited to institutions rated "AA-" or better by Standard & Poor's CD Rating Services. NCDs are considered liquid, trading actively in the secondary market.

8.6 Certificates of Deposit (CDs): Certificates of deposit or "time deposits" of up to $250,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. CDs shall be limited to a maximum of 30 percent of the portfolio and to a maximum of 15 percent deposited in any one institution. In addition, time deposits shall be placed in institutions meeting all capital requirements and which maintain a rating of superior, excellent, or sound according to at least two bank rating services.

8.7 Repurchase Agreements: The city may invest in repurchase agreements with banks and dealers of primary dealer status recognized by the Federal Reserve with which the city has entered into a signed Master Repurchase Contract which specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed one year. The market value of securities used as collateral for repurchase agreements shall be monitored by the City Treasurer's office and will not be allowed to fall below 102 percent of the value of the

repurchase agreement. In order to conform with provisions of the Federal Bankruptcy Code, which provide for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be eligible negotiable certificates of deposit, bankers' acceptances, commercial paper, or securities that are direct obligations of or that are fully guaranteed by the United States or any agency of the United States. These eligible securities are further defined by California Government Code Section 53651.

8.8 Medium Term Notes: These promissory notes are issued by corporations, for a term not to exceed five years, to finance their medium term credit needs. Eligible notes are those which are rated "A" or better by a nationally recognized rating service. These notes are limited to 20% of the City's portfolio. The City may purchase no more than 10 percent of the outstanding commercial paper and medium- term notes of any single issuer.

8.9 Local Agencies within California: The City may invest in bonds, notes, warrants, or other indebtedness of other local agencies within California.

8.10 Mutual Funds: Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Section 53600, et. seq., and complying with Section 53630, et. seq., are permitted investments. Section 53601(l) further defines requirements. A maximum of 10 percent of the portfolio may be so invested.

8.11 Investment Funds: LAIF has been established by the State Treasurer for the benefit of local agencies. The California Asset Management Program (CAMP) is a California Joint Powers Authority established to provide California Public Agencies with professional investment services similar to LAIF. The California Cooperative Liquid Assets Securities System (CLASS) and CalTRUST are other Joint Powers Authority investment pools that provide public agencies the opportunity to invest funds. The city may invest in LAIF, CAMP, CalTrust and California CLASS up to the maximum permitted by the funds.

8.13 With the approval of the City Council and concurrence of the City Treasurer, funds may be invested in short- term loans to provide specific funding to City programs.

Ineligible Investments: Government Code Section 53601.6 prohibits the City from investing in inverse floaters, range notes, or mortgage-derived, interest-only strips. It further prohibits investing in securities that would result in zero interest accrual if held to maturity. Investments not described herein, including but not limited to common stocks, financial futures contracts and options, and reverse repurchase agreements are prohibited in this fund.

Downgrade Evaluation: In the event that a security's rating is downgraded below allowable levels, the City Treasurer will evaluate if continuing to hold the security or selling the security is in the best interest of the City.

9.0 COLLATERAL

The issue of collateral requirements is addressed in California Government Code Section 53652. All active and inactive deposits must be secured at all times with eligible securities in securities pools pursuant to Government Code Sections 53656 and 53657. Eligible securities held as collateral shall have a market value in excess of the total amount of all deposits of a depository as follows:

--Government securities, at least 10 percent in excess
--Mortgage backed securities, at least 50 percent in excess
--Letters of credit, at least 5 percent in excess
--Repurchase Agreements, at least 2 percent in excess

10.0 SAFEKEEPING AND CUSTODY

Security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities shall be held by a third party custodian designated by the City Treasurer. Evidence of account for each time deposit will be held in the City Treasurer's office.

11.0 DIVERSIFICATION

In an effort to reduce portfolio risk while attaining market average rates, the City's portfolio will be suitably diversified by type, institution and maturity.

11.1 Security Type and Institution: With the exception of U.S. Treasury securities and authorized pools, investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

12.0 MAXIMUM MATURITIES

To the extent possible, the City Treasurer will attempt to match investments with anticipated cash flow requirements. The City's portfolio will not be directly invested in securities which mature more than five years from the date of settlement. Forward settlement on new issues may be no longer than 45 days.

13.0 INTERNAL CONTROLS

A system of internal controls will be maintained to assure compliance with Federal and State regulations, City Council direction, and prudent cash management procedures.

13.1 Investment Portfolio Guidelines: Guidelines (Appendix No. 2) have been established for procedures within the City Treasurer's Office to assure internal investment controls and a segregation of responsibilities of investment functions.

13.2 Annual Audit: The City's portfolio is included in the annual review of the City's financial management performed by an outside audit firm.

14.0 PERFORMANCE STANDARDS

The investment portfolio will be designed to obtain a market-average rate of return during budgetary and economic cycles, taking into account the city's investment risk constraints and cash flow needs.

15.0 REPORTING

15.1 Monthly Transaction Report: In compliance with Government Code Section 53607, the City Treasurer or designee will provide monthly reports with a listing of investment transactions that includes purchase/deposit and sale/withdrawal activity.

15.2 Quarterly Report: : In compliance with Government Code Section 53646 (b), the City Treasurer will provide quarterly detailed reports of pooled investments and invested bond proceeds held by our Trustees to the City Council and City Manager, within 45 days after the end of the quarter. This report shall include the following information:

Investment type, issuer, date of maturity, par value, and dollar amount invested in all securities, and investments and monies held by the City;
A description of the funds, investments and programs (including lending programs) managed by contracted parties;
Current market value as of the date of the report of all funds held by the local agency and under the management of any outside party that is not also a local agency or LAIF and the source of valuation;
A statement of compliance with the investment policy or an explanation for non-compliance;
A statement of the ability to meet its pool expenditure requirements for the next six months, as well as an explanation of why sufficient money will not be available if that is the case.

16.0 REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section 8.0 Authorized and Suitable Investments at the time of purchase. Because some securities may not comply with Section 8.0 Authorized and Suitable Investments subsequent to the date of purchase, the Treasurer should at least annually review the portfolio to identify those securities that do not comply. The Treasurer should establish procedures to report to the city council, should one exist, major and critical incidences of noncompliance identified through the review of the portfolio.

17.0 INVESTMENT POLICY ADOPTION

The City of Redlands's investment policy shall be adopted by resolution of the city council. The policy shall be reviewed annually by city council and any modifications made thereto must be approved by Council. The Treasurer shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to: safekeeping, master repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City.

APPENDIX NO. 1
GLOSSARY

AGENCIES: Federal agency securities.

BANKERS' ACCEPTANCE (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP): A California Joint Powers Authority ("JPA") established in 1989 to provide California public agencies with professional investment services. The CAMP Pool is a permitted investment for all local agencies.

CALIFORNIA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM (CLASS): California CLASS is a Joint Powers Authority investment pool that provides public agencies the opportunity to invest funds on a cooperative basis in rated pools managed in accordance with state law with the primary objectives of offering participants maximum safety, daily and next-day liquidity, and optimized returns.

CALTRUST: CalTRUST is a Joint Powers Authority created by public agencies in 2003 to provide a convenient method for public agencies to pool their assets for investment purposes. CalTRUST is governed by a Board of Trustees made up of experienced local agency treasurers and investment officers. The Board sets overall policies for the program and selects and supervises the activities of the investment manager and other agents.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&Ls, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): Funds from local governmental units may be remitted to the California State Treasurer for deposit in this special fund for the purpose of investment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The return on investment obtainable on a security based on its purchase price or its current market price. This may be the amortized return on investment to maturity on a bond or the current income return.

RETURN ON INVESTMENT: The rate of annual income return on an investment, expressed as a percentage. (a)INCOME RETURN ON INVESTMENT is obtained by dividing the current dollar income by the current market price for the security.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the banks' vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

TREASURY BILLS: A non-interest bearing security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term U.S. Treasury securities having initial maturities of more than ten years.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

APPENDIX NO. 2
INVESTMENT PORTFOLIO GUIDELINES

A. INTRODUCTION. These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in this Policy are attained.

B. GENERAL FACTORS. Several factors must be considered in preparation for effective portfolio management.

1. Cash Forecast. The cash flow of the City shall be updated daily with an analysis of cash receipts and expenditures. A close working relationship with city programs having a significant impact on cash flow is maintained to maximize the efficiency of the city's cash management system.

2. Pooled Cash. Whenever practical, the City's cash should be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to specific fund ledger balances. No city bank account may be opened without the knowledge and consent of the City Treasurer.

3. Authorized Institutions. A list of institutions, which meet the criteria of the Investment Policy and have been authorized by the City Treasurer to do business with the City, will be maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.

4. Preservation of Portfolio Value. Return on investment standards are in place in an effort to maintain earnings consistent with the market average rate of return.

C. STRATEGY: Strategy refers to the plan of action for managing financial resources in the most advantageous manner. The City Treasurer uses the following elements in developing strategy.

1. Economic Forecasts. Economic forecast information developed by economists and financial experts, obtained through bankers and brokers, is used to assist the City Treasurer with the formulation of an investment strategy for the city.

2. Investment Implementation. Investment transactions will be executed in conformance with anticipated cash flow requirements, economic conditions, and interest rate trends and must be consistent with the established Investment Policy.

3. Return on investment Enhancement. Investment techniques will be utilized which increase return on investment and maintain a fully invested position (i.e., investment in repurchase agreements for overnight and weekend surplus funds).

D. INVESTMENT PROCEDURES. The City Treasurer has developed internal investment procedures to provide for effective cash management. Segregation of responsibilities is maintained to assure an adequate system of internal control over the investment function.

1. Diversification. The fund should consist of a mix of various types of securities, issuers, and maturities.

2. Investment Transactions. All investment transactions will be executed by the City Treasure. Daily administrative record keeping functions are delegated to the Revenue Supervisor or Designee. In the event of a prolonged absence or vacancy in the Treasurers position, the City Council may direct staff to engage the services of one or more external investment managers.

3. Wire Transfers. Whenever possible, the city will use repetitive wire transfers to restrict the transfer of funds to preauthorized accounts only. All wire transfers require an initiator plus an approval by an authorized employee as well as verification by two bank employees.

4. Safekeeping. Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping with the Trust Department of Bank of New York acting as third party trustee. All purchases will be on a delivery-versus-payment basis. Evidences of accounts for certificates of deposit will be issued in the city's name and held in City Treasurer's vault.

E. INVESTMENT CRITERIA. All investments will be made in compliance with Federal, State, and Local laws governing the investment of city funds, and in accordance with this Policy.

1. Maturity of Investment. Investments longer than one year may be made if consistent with the city's cash flow needs and related intent of holding until maturity. Securities may be sold prior to maturity for cash flow purposes or to otherwise enhance the portfolio. If the rating of any depository declines to an unacceptable level prior to the maturity of an investment of city funds, the investment will be sold at the earliest possible convenience. If the rating drops below the allowable level of any one of the rating services, the investment will be sold if no significant loss of principal is involved. Such sales will be determined by the City Treasurer.

2. Certificate of Deposit Evaluation.

(a) Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of $250,000, approved collateral shall be required at the percentage above market value as specified by California Government Code Section 53652 and/or 53651.

(b) Negotiable Certificates of Deposit shall be evaluated in terms of the credit worthiness of the issuer as these deposits are uninsured and uncollateralized promissory notes.

F. PRIMARY GOALS. As set forth in the Investment Policy, the primary goals for the safety, liquidity, and return on investment, in that priority order.

1. Safety. The safety/risk associated with an investment refers to the potential loss of principal, accrued interest, or a combination of these. The City employs investment instruments which are considered safe. The primary duty of the City Treasurer is to protect the cash and investments placed in his trust on behalf of the residents of the community.

2. Liquidity. Liquidity refers to the ability to convert investment holdings to cash immediately with a minimal loss of principal or accrued interest. This quality of an investment is important should an unexpected need for funds occur.

3. Return on Investment. Return on investment is the dollar earnings the investment provides. Return on investment becomes important only after the fundamental requirements of safety and liquidity have been met.

APPENDIX NO. 3

CITY OF REDLANDS

OFFICE OF THE CITY TREASURER

BANK/SAVINGS & LOAN QUESTIONNAIRE AND CERTIFICATION

1. Name of Firm _____

2. Address _____

3. Telephone No. _____ _____
(Local) (National Headquarters)

4. Primary Representative: Manager:

Name: _____ Name_____

Title _____ Title _____

Telephone No. _____ Telephone No. _____

5. What is the total of assets of the Bank/Savings & Loan? _____

6. What are the current ratios? Prior Year?

Net Worth	_____	_____
Tangible Capital	_____	_____
Core-based Capital	_____	_____
Risk-based Capital	_____	_____

7. Has there been a year during the past three years in which the Bank/Savings & Loan did not make a profit?

8. What is the education level of the Primary Contact(s)? _____

9. How many years of related experience does the Primary Contact(s) have? _____

10. Where is the collateral for Time Deposits of the Bank/Savings & Loan held?_____

_____

11. Has there been a period during the past five years when Time Deposits of the Bank/Savings & Loan have not been fully collateralized? If Yes, explain.

_____

12. Describe the precautions taken by your Bank/Savings & Loan to protect the interest of the public when dealing with government agencies as depositors or investors.
_____
_____

13. What other banking services would you be interested in providing the City of Redlands?
_____
_____

14. What transaction documents and reports would we receive? _____
_____

15. What information would you provide to our Investment Officer? _____
_____

16. Please provide your entity's most recent certified financial statement.

17. Please provide your Contract of Deposit of Moneys pre-signed and sealed by your institution as well as any signature cards that you may require.

18. Please provide your wiring instructions. _____
_____

-- CERTIFICATION --

I hereby certify that I have personally read the City of Redlands' Investment Policy and the California Government Codes pertaining to the investments of the City of Redlands, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and the City of Redlands. All sales personnel will be routinely informed of City of Redlands' investment objectives, strategies and risk constraints whenever we are so advised. We pledge to exercise due diligence in informing the City Treasurer of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to your questionnaire.

NOTE: Completion of Questionnaire is only part of the City of Redlands' Certification process and DOES NOT guarantee that the applicant will be approved to do business with the City.

SIGNED _____
DATE _____

(countersigned by company president or person in charge of government security operations)

_____

APPENDIX NO. 4

CITY OF REDLANDS

OFFICE OF THE CITY TREASURER

BROKER/DEALER QUESTIONNAIRE AND CERTIFICATION

1. Name of Firm _____

2. Address _____

3. Telephone No. _____ _____
   (Local) (National Headquarters)

4. Primary Representative: Manager:

   Name _____ Name _____

   Title _____ Title _____

   Telephone No. _____ Telephone No._____

5. Are you a recognized primary dealer in Government Securities?
   [ ] YES [ ] NO

6. If yes, how many years has your firm been a primary dealer? _____

7. What was your firm's total volume in U.S. Government and agency securities trading last year?

   Firm-wide $_____

   Your office $_____

   Number of transactions from your office _____

8. Which of the following instruments are offered regularly by your trading desk?

   [ ] T-Bills [ ] BA's (Domestic)

   [ ] T-Notes/Bonds [ ] BA's (Foreign)

   [ ] Agencies (specify) [ ] Commercial Paper
   _____ [ ] C D's
   _____

_____ [ ] Medium Term Notes

[ ] Repurchase Agreements [ ] Mutual Funds (eligible for public investment)

_____ _____

9. Identify all personnel who will be trading with or quoting securities to the City Treasurer.

Name	Title	# of Years in Institutional Sales	# of Years with Firm	Telephone

10. Please identify your most directly comparable City Local Agency clients in our geographical area.

Entity	Contact Person	Telephone	Client since

11. Is there anything in your background in the government security business that makes you stand out above the rest? Why should the City of Redlands deal with you?

_____

_____

12. Have any of your public sector clients ever sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of the risk characteristics of a particular instrument? If so, please explain._____

_____

_____

_____

13. Has any public-sector client ever claimed in writing that your firm was responsible for investment losses? Explain._____

_____

_____

_____

14. Has your firm consistently complied with the Federal Reserve Bank's capital adequacy guidelines? Include certified documentation of your current capital adequacy as measured by Federal Reserve Standards._____

15. Please provide certified financial statements and other statements regarding your firm's capitalization.

16. Please provide samples of research reports that your firm regularly supplies to public sector clients.

17. Are you a Broker instead of a Dealer (i.e., you DO NOT own positions of securities)?

    [ ] Yes [ ] No

18. What reports, transactions, confirmations and paper trail would the city receive? _____
_____
_____

19. What training information would you provide to our employees and investment officers?
_____
_____

20. How many and what percentage of your transactions failed last month?_____
    Last year?_____

21. What portfolio information do you require from clients?_____
_____

-- CERTIFICATION --

I hereby certify that I have personally read the City of Redlands' Investment Policy and the California Government Codes pertaining to the investments of the City of Redlands, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and the City of Redlands. All sales personnel will be routinely informed of City of Redlands' investment objectives, strategies and risk constraints whenever we are so advised. We pledge to exercise due diligence in informing the City Treasurer of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to your questionnaire.

NOTE: Completion of Questionnaire is only part of the City of Redlands' Certification process and DOES NOT guarantee that the applicant will be approved to do business with the City.

SIGNED _____
DATE _____

(countersigned by company president or person in charge of government security operations)

_____

City Council Meeting **I. 13.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8664 Delegating Investment Authority to the City Treasurer Pursuant to Government Code Section 53607 (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that the staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8664.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8664 to authorize the annual delegation of duties of investing City funds to the City Treasurer in accordance with Government Code Section 53607.

DISCUSSION:

Government Code Section 53607 allows the City Council to delegate the authority of investing City funds to the City Treasurer for a one-year period.

ALTERNATIVES:

Not Applicable.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Phillip Doolittle, City Treasurer

REVIEWED BY:
Charles M. Duggan, Jr. City Manager
Yvette Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Aimee Hoover, Revenue Manager

Fiscal Impact

Discussion:
There is no fiscal impact associated with approval of this resolution.

Attachments

Resolution No. 8664

RESOLUTION NO. 8664

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DELEGATING INVESTMENT AUTHORITY TO THE CITY TREASURER PURSUANT TO GOVERNMENT CODE SECTION 53607

WHEREAS, Government Code section 53607 authorizes the City Council to delegate the duties of investing or reinvesting funds of the City, or to sell or exchange securities so purchased, to the City Treasurer for a period not exceeding one year; and

WHEREAS, it is the desire of the City Council to delegate investment authority of City funds to the City Treasurer;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. That the City Treasurer is hereby delegated the authority to invest, or reinvest funds of the City, or to sell or exchange securities so purchased, for the period commencing on March 16, 2025, through March 15, 2026, pursuant to Government Code Section 53607. City Treasurer as referenced includes the Deputy City Treasurer.

Section 2. That the City Treasurer shall prepare a monthly report for the City Council of all transactions subject to this Resolution, as required by Government Code Section 53607.

ADOPTED, SIGNED AND APPROVED this 4th day of March 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 4th day of March, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 14.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a sole source purchase with Spectrum for Internet services in the amount of $1,218 per month totaling $73,080 over five years (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve the sole source purchase with Spectrum.

RECOMMENDATION:

Staff recommends that the City Council approve the sole source purchase with Spectrum for Internet service in the amount of $1,218 per month totaling $73,080 over five years to provide redundant Internet services for City operations.

DISCUSSION:

Over the past few years, the City's reliance on cloud-hosted services and online applications has increased significantly. These systems include customer-facing platforms, internal applications, and collaboration tools, all of which depend on stable and continuous Internet access. As a result, any disruption to our primary Internet service poses a significant risk to our operational efficiency and service delivery.

Currently, we have a primary Internet service through Frontier Communications ISP, but we lack a dedicated redundant backup service. In the event of a failure or disruption, our operations could experience downtime, resulting in lost productivity, customer service delays, and possible revenue loss. This has made redundancy a standard safeguard for modern municipal infrastructure. Most

governments and enterprises implement dual-provider internet redundancy to minimize downtime and maintain operation of critical systems.

This new Internet service is provided by a secondary ISP, Spectrum, which will be geographically redundant within the City's region. This will provide increased business continuity, enhanced network reliability, and future-proofing as our reliance on cloud applications and online services continues to grow.

ALTERNATIVES:

City Council may choose to reject, modify or table the proposed purchase.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Eric Owens, Information Technology Manager

Fiscal Impact

Fiscal Year:	FY24-25
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$1,218/Month
Budgeted Y/N:	Y
Account No.:	604900

Discussion:
Funding for this service is included in the IT Division's Adopted Budget for FY 2025 & 2026. Future service costs associated with this order will be included in subsequent budget requests.

Attachments

SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information
Contact: Dayna Terry Telephone: 5623900288 Email: dayna.terry@charter.com

Customer Information		
Customer Name City of Redlands		Order # 14352036
Address 35 Cajon St, Suite 30 Redlands CA 92373		
Telephone (909) 335-4795		Email: afincher@cityofredlands.org
Contact Name Allen Fincher	Telephone (909) 335-4795	Email: afincher@cityofredlands.org
Billing Address 35 Cajon St, Suite 30 Redlands CA 92373		
Billing Contact Name	Telephone	Email:

NEW AND REVISED SERVICES AT 300 E STATE ST , REDLANDS CA 92373

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Dedicated Fiber Internet 2Gbps	60 Months	1	$1,218.00	$1,218.00
5 Static IP Addresses	60 Months	1	$0.00	$0.00
TOTAL*				**$1,218.00**

ONE TIME CHARGE(S) AT 300 E STATE ST , REDLANDS CA 92373

Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Dedicated Fiber Internet Install	1	$0.00	$0.00
TOTAL*			**$0.00**

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1. **TOTAL CHARGE(S). TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.**
2. **TAXES. PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).**
3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE

Signature: _____

Printed Name: _____

Title: _____

Date:

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Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 2.18.2025

To: Purchasing Division

From: Management Services - DoIT

Estimated Total Cost: $ $14,616 Annually

Proposed Vendor: Spectrum

Request Term: 5 Years

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

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INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☒ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☒ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☒ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Please See Attachment

3. Was an evaluation of other equipment, products, or services performed?

☐ Yes ☒ No

***If yes, please explain the type of evaluation performed and provide all supporting documentation*:**

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. Explain what action(s) the department would take if the sole/single source services were no longer available

The City would no longer use Spectrum services for redundant Internet services.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

gabriela gonzalez — 02 / 18 / 2025

Prepared by — Date

02 / 18 / 2025

Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Doc ID: 4e4b5cca3f8b4875a46fe0f142a66fd43df97dab

Spectrum- Dedicated Fiber Internet Service

Exception to Bidding and Disclosure Statement: Attachment 1

1.Provide a detailed explanation and pertinent documentation for each category checked in item 1.

For b) The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

Due to the City's reliance on cloud-hosted services and online applications that are crucial to internal processes and customer-facing platforms, continuous internet access is vital to the functioning of the City. There are only two vendors that provide the unique internet services needed for a municipality to function. Spectrum and Frontier are the only vendors providing enterprise-grade ISPs, extensive SLAs, and high bandwidth to the area. The City's primary internet service provider is Frontier, but a dedicated backup service is essential to ensure continuity should the primary service experience failure or disruption. This leaves Spectrum as the only vendor providing the unique internet services necessary to be used as a redundant backup service.

5. Explain what actions (s) the department would take if the sole source services were no longer available.

The IT department would advertise and bid out lower grade internet services. These services would be far below the necessary quality to help the City continually function. Additional services from multiple vendors may be required to replicate the services provided by Spectrum, and even then the enterprise-grade service levels needed would not be reached. This process would take 6-9 months to complete. During this time the City might not have redundant enterprise-grade internet services in place in case an event was to happen. A failure in the primary service could present a total disruption in the City's daily functions both internally and externally.

Doc ID: 4e4b5cca3f8b4875a46fe0f142a66fd43df97dab

Title	Spectrum Sole Source Form
File name	Sole-single_Sourc...rm_-_Spectrum.pdf
Document ID	4e4b5cca3f8b4875a46fe0f142a66fd43df97dab
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

SENT	**02 / 18 / 2025** 23:56:39 UTC	Sent for signature to Gabriela Gonzalez (ggonzalez@cityofredlands.org) and Danielle Garcia (dgarcia@cityofredlands.org) from registrationdoit@cityofredlands.org IP: 47.181.153.216
VIEWED	**02 / 18 / 2025** 23:58:11 UTC	Viewed by Gabriela Gonzalez (ggonzalez@cityofredlands.org) IP: 47.181.153.216
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COMPLETED	**02 / 19 / 2025** 00:18:36 UTC	The document has been completed.

City Council Meeting **J. 1.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Announcement of the 16th Annual Community Day of Service on March 15, 2025 (Mayor Saucedo)

DISCUSSION:

On March 15th, 2025, the Redlands Service Club Council (RSCC) will host the 16th annual Community Day of Service at Sylvan Park. This long-standing partnership between RSCC and the City occurs every Spring, bringing volunteers together to complete vital community projects. Over the years, this collaboration has led to numerous improvements across the City, including the construction of outdoor amphitheater seating in Heritage Park, the installation of 25,000 sq. ft of sod at a new ballfield in Beal Park, rehabilitating the Ford Park ponds, and the replenishing of mulch on the iconic Redlands Blvd median.

This year, all volunteer work will occur at Sylvan Park and focus on several key improvements. Volunteers will assist with ballfield maintenance, including sod replacement, while all decomposed granite (DG) walkways will be resurfaced with new DG. The rosebush area will be weeded, and its edges will be cleaned to remove overgrown vegetation. In the picnic area, wood boards will be replaced and painted as needed to enhance durability and aesthetics. The horseshoe pits will also undergo restoration, with wood replacements as necessary, a full sand replacement, and the addition of two new play courts to expand recreational opportunities.

The impact of this volunteer day initiative is substantial. Since its start, the volunteer contributions have saved the City an estimated $975,000 in labor costs. Approximately 900 volunteers contribute their time and effort each year, collectively contributing to 54,000 men, women, and children who have contributed over the past fifteen years. Local service clubs, schools, and church groups, including The Church of Jesus Christ of Latter-day Saints, Kiwanis, Rotary, the Redlands Coalition, and Redlands High School, are the primary supporters of the event. Their continued commitment ensures the success of this cherished tradition, strengthening the community and enhancing Redlands public spaces.

City Council Meeting **J. 2.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Cultural Arts Commission given by Commissioner Brian Ball (Facilities and Community Services Director Crocker)

DISCUSSION:

For this evening's City Council Meeting, Commissioner Brian Ball will be presenting the Cultural Arts Commission Annual Report.

City Council Meeting **J. 3.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Municipal Utilities and Public Works Commission Annual Report to the City Council given by Chairperson Steve Stockton (Municipal Utilities and Engineering Director Harris)

DISCUSSION:

The Municipal Utilities and Public Works Commission (MUPWC) is an advisory body that consists of seven (7) citizen volunteers appointed by City Council. Chapter 2.38.030 of the Redlands Municipal Code identifies the following MUPWC duties:

1. Quarterly review of Master Plans for the Public Works and Municipal Utilities Departments;
2. Annual review of the City Capital Improvements Program under the purview of the Public Works and Municipal Utilities Departments;
3. Annual review of the City General Plan, and provide input to the Planning Commission and City Council;
4. Review the status of all active projects on at least a quarterly basis (Public Works and Municipal Utilities Department are on differing 3-month schedules;
5. Review all studies and proposals related to rates and fees charged to the public, including water, sewer, solid waste, and impact development fees;
6. Conduct meetings at least quarterly and provide minutes to the City Council and City staff;
7. Provide quarterly reports of the Commission activities to the City Council and City staff.

Each year, the MUPWC presents a report to the City Council summarizing the accomplishments of the previous year and goals for the next year. MUPWC Chairperson Steve Stockton will present the annual report to the City Council tonight.

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

Attachments

MUPWC Annual Report Presentation

MUNICIPAL UTILITIES/PUBLIC WORKS COMMISSION

ANNUAL REPORT

Steve Stockton

MUPWC Chairperson

March 4, 2025

REDLANDS MUNICIPAL CODE – CHAPTER 2.38

2.38.030: DUTIES:

The commission is a resource for the City Council and City staff and buffer with the general public. In its advisory capacity, the commission shall be knowledgeable of all the public works, utilities and engineering programs. The commission shall, through the individual and collective expertise of its members, provide advice to the Public Works and Municipal Utilities Departments regarding the public acceptability of proposed plans, programs and projects.

REDLANDS MUNICIPAL CODE – CHAPTER 2.38

2.38.030: DUTIES:

The commission shall conduct periodic reviews of the following items, providing guidance and/or approval to the Public Works and Municipal Utilities Departments and provide recommendations to the City Council, either direct, through the City Council appointed liaison and/or City staff:

Annual review of the City Capital Improvements Program under the purview of the Public Works and Municipal Utilities Departments.

Review the status of all active projects on at least a quarterly basis (Public Works and Municipal Utilities Department are on differing 3 month schedules).

Review all studies and proposals related to rates and fees charged to the public, including water, sewer, solid waste and impact development fees.

MUPWC MEMBERSHIP

The Municipal Utilities/Public Works Commission appreciates the opportunity to be a collective resource for City Council, staff, and the entire Redlands community

Adekunle Ojo

2018

Robert Meals

2022

CV Vice Chair

2019

David Garcia

2020

Steve Stockton Chair

2018

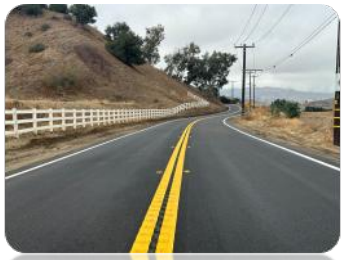
Tom Breitkreuz

2020

Paul Norwood

2024

2024 ACCOMPLISHMENTS



- ✓ Pavement Management Program
- ✓ Groundwater Well & Booster Pump Rehabilitation Project
- ✓ Waterline Replacement Project
- ✓ Wastewater Replacement & Slip-Lining Projects
- ✓ Water System SCADA Expansion Project
- ✓ Citywide Water Meter Replacement Project
- ✓ Citywide Sidewalk/ADA Ramp Replacement Project

2025 GOALS

- ✓ WWTP Improvement Project – Phase 2 Construction Start
- ✓ California Street Recycled Water Pipeline Extension Project
- ✓ Recycled Water Distribution System Expansion Analysis
- ✓ Continue Groundwater Well Rehabilitations
- ✓ Pavement Management Project – 30 Miles
- ✓ Waterline Replacement Project – 3.5 Miles

2025 GOALS

- ✓ Wastewater Pipeline Replacement Projects – 3.5 Miles
- ✓ Continue Water System SCADA Expansion Project
- ✓ Finish Citywide Water Meter Replacement Project
- ✓ Hinckley Sludge Press Construction
- ✓ Tate Water Treatment Plant Influent Pipeline Replacement Project Construction
- ✓ Resolve Mutual Water Company Delivery Shortfall

QUESTIONS?

City Council Meeting **J. 4.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Introduction of Citywide Classification and Compensation Process (Human Resources/Risk Management Director Meteau)

DISCUSSION:

On January 21, 2025, the City Council approved a professional services agreement with Public Sector Personnel Consultants to conduct a comprehensive citywide classification and compensation study. This study aims to evaluate the City's job classifications, compensation structure, and overall alignment with industry standards and organizational needs.

Public Sector Personnel Consultants will provide an overview of the study and key phases. The process will involve data collection, analysis, and stakeholder engagement to ensure a thorough and objective assessment. Regular updates will be provided to keep the Council informed, and final recommendations will be presented upon completion of the study.

SUBMITTED BY:
Robert Meteau, Director, Human Resources/Risk Management

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Kisha McDonald, Human Resources Manager

City Council Meeting **K. 1.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Appeal of the Development Services Director's approval of Reasonable Accommodation No. 19, a request to allow one service animal on a residential property located at 521 South Fourth Street (APN: 0173-043-09-0000) within the Suburban Residential (R-S) District. Filed by Terra Bird, Appellant (Mayor to declare meeting open as a **Public Hearing**) (Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls upon the Appellant, or his or her representative, to make a presentation (3 minutes)
5. Mayor call upon the Applicant, or his/her representative, to make a presentation (3 minutes).
6. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
7. Mayor calls upon City Clerk to note any written comments received.
8. Mayor calls upon the applicant, or representative, for rebuttal comments (5 minutes).
9. Mayor closes the public hearing.
10. City Council considers the motion and votes.

MOTION(S):

If the City Council determines that the recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8660 denying the Appeal and upholding the decision of the Development Services Director, and hereby affirm the approval of Reasonable Accommodation No. 19 located at 521 South Fourth Street.

RECOMMENDATION:

Staff recommends that the City Council deny the Appeal and uphold the decision by the Development Services Director to approve Reasonable Accommodation No. 19 for the property located at 521 South Fourth Street.

DISCUSSION:

This item was initially introduced at the February 4, 2025, City Council meeting. To accommodate the auditory needs of the appellant, the matter was continued to the March 4, 2025, meeting. The Applicant filed an application requesting a Reasonable Accommodation to allow the keeping of one service animal on the property located at 521 South Fourth Street for the applicant's personal use (see Attachment A). The subject property is within the Residential Suburban (R-S) District (see Attachment B). The application was approved on December 4, 2024, by the Director of Development Services.

The following sections will discuss the matter in terms of a) the request for Reasonable Accommodation; b) the necessary Findings to approve a Reasonable Accommodation; and c) the Appellant's grounds for appeal.

A) Request for Reasonable Accommodation

Redlands Municipal Code (RMC) Chapter 18.06 allows any person with a disability to submit an application for Reasonable Accommodation to modify or alleviate any zoning code, law, regulation, procedure, or policy that is preventing, or will prevent, the applicant's use and enjoyment of the subject property. The Reasonable Accommodation process is not designed or intended to allow any land use(s) that would otherwise not be permitted in a zoning district.

In this case, the application requested approval for one small service animal to be kept at the subject property (within the house and the rear yard of the property). The service animal was specifically prescribed by a licensed health provider as the necessary treatment for the alleviation of the applicant's personal medical condition. The applicant submitted appropriate medical evidence from a health care professional as required by RMC Section 18.06.030.

The Development Services Director followed all necessary steps and procedures as required by RMC Chapter 18.06 in the approval of Reasonable Accommodation No. 19. Staff reviewed all application materials, mailed a notice as required by RMC Section 18.06.050, and evaluated the four Findings contained in RMC Section 18.06.070 applicable to Reasonable Accommodations.

B) Findings for Decision on Reasonable Accommodation

As required by RMC Section 18.06.070, the Director must make all four of the following Findings prior to approving any application for Reasonable Accommodation:

a. The person who will use the subject property is protected under the fair housing laws.

b. The requested exception to the zoning code, law, regulation, procedure or policy is necessary to make specific housing available to persons occupying the subject property.

c. The requested accommodation will not impose an undue financial or administrative burden on the city; and

d. The requested accommodation will not require a fundamental alteration of the city's zoning or building laws, policies and/or procedures.

After carefully evaluating all information and materials submitted with the application, the Director determined that all four Findings were satisfactorily addressed, as explained in the decision letter (see Attachment C). There was no compelling reason or other basis to deny the application. Therefore, the application was approved.

C) Appeal Filed

The Director's decision was dated December 4, 2024, with the ten (10) day appeal period to expire on Monday, December 16, 2024. On the Appeal form (Attachment E), the Grounds of Appeal states:

"My neighbors are non-compliant with the zoning regulations. Their chicken roams freely throughout their backyard. The chicken's nesting hutch, food and water are left outside. I feel directly affected by this because of possible health concerns. In addition, I feel the Fair Housing Act is misinterpreted and inappropriately applied to my neighbor's personal situation."

<u>Response to Grounds for Appeal</u>

The City made its determination based on the correct facts and the substance of the request, which was solely for the purpose of allowing one service animal, identified as a chicken, to reside on the property, under the provisions of the Reasonable Accommodation process. The applicant provided appropriate medical documentation from a licensed healthcare provider affirming the need for the specific service animal as part of the applicant's treatment for a documented health condition. The approval did not take into consideration unrelated issues, such as potential zoning violations, as the request was solely

for an accommodation related to the applicant's disability.

The City was correct in determining that the Fair Housing Act was applied appropriately. The Fair Housing Act (FHA), and the corresponding state law, allow for reasonable accommodations for individuals with disabilities, including the need for service animals. The applicant’s request for a service animal was evaluated strictly within the framework of those laws. The appellant’s assertion that the Fair Housing Act was misinterpreted is not supported by the legal framework, which permits reasonable accommodations for individuals with disabilities to support their medical needs (including the keeping of a service animal). The service animal is permitted based on the applicant’s documented medical need, not as a general exemption to zoning regulations.

In response to the appellant’s concerns about potential health risks from the chicken kept at the property, it is important to note that the approval of the Reasonable Accommodation comes with specific conditions (Attachment F) that address animal care, sanitation, and potential impacts to surrounding properties. The approval is subject to specific conditions designed to mitigate any potential negative impact of the service animal on surrounding properties and the community. These conditions include the following key requirements:

a. The chicken must primarily be kept indoors. When outside, it must be supervised at all times and can only roam within a secure, enclosed area (Condition No. 4). Additionally, coops and runs must be located at least five feet from property lines and 25 feet from any neighboring dwellings (Condition No. 5), ensuring that the animal does not interfere with neighboring properties.

b. All coops and runs be kept clean and well-maintained to promote the health of the chicken and prevent any health risks such as odors or pests (Condition No. 7). This includes ensuring that feed containers are secure and rodent-proof, and that fresh water is always available to the animal (Conditions No. 8 and No. 9).

c. Specific measures must be in place to prevent access by predators and rodents, such as rodent-proof coops and secure feed storage (Condition No. 6). This ensures that potential health risks from pests or unsanitary conditions are minimized. These measures are designed to ensure that the service animal's presence does not create any adverse health, safety, or environmental impacts on the neighboring properties and the surrounding community.

ALTERNATIVES:

1. The City Council may request additional information and continue the hearing to a later date; or,

2. The City Council may determine it is appropriate to approve the Appeal and overturn the Director's decision, resulting in denial of Reasonable Accommodation No. 19. In accordance with RMC Section 18.06.090, if the City Council is to consider reversing the prior approval of Reasonable Accommodation No. 19, then the Council must determine that one or more of the following findings were not met:

    a. The person who will use the subject property is protected under the fair housing laws.

    b. The requested exception to the zoning code, law, regulation, procedure or policy is necessary to make specific housing available to persons occupying the subject property.

    c. The requested accommodation will not impose an undue financial or administrative burden on the city; and

    d. The requested accommodation will not require a fundamental alteration of the city's zoning or building laws, policies and/or procedures.

Should the Council decide to approve the Appeal and reverse the Director's decision, staff would request a continuance to a specific date to allow time for preparation of the necessary resolution.

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles Duggan, Jr., City Manager

REVIEWED BY:
Yvette Abich Garcia, City Attorney
Chris Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Rosemary Montoya, Assistant Planner
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year: 24-25

Revenue Generating: No

Appropriation Required Y/N: No

Discussion:

There is no fiscal impact associated with this request. The appellant paid the applicable filing fee.

Attachments

Attachment A - Location Map and Aerial Photo

Attachment B - Zoning Map

Attachment C - Application Form

Attachment D - Site Plan

Attachment E - Approval Letter

Attachment F - Conditions of Approval

Attachment G - Appeal Form

Attachment H - Resolution No. 8660

City of Redlands

521 S Fourth St

Author: Redlands GIS **Date:** 12/19/2024

City of Redlands

521 S Fourth St - Zoning Map

Author: Redlands GIS **Date:** 12/19/2024

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OCT 23 2024
Development Services Dept.

CITY OF REDLANDS
APPLICATION FOR REASONABLE ACCOMMODATION

Development Services Department, Planning Division
35 Cajon Street, Suite 20 / Mailing: P.O. Box 3005
Redlands, CA 92373
(909) 798-7555 option 2

PERMIT NUMBER: RA-0019
DATE RECEIVED: 10-23-24

Name of Applicant: Zayanne Thompson

Mailing Address: 521 S 4th St. Zip: 92373

Telephone: [redacted] E-mail: [redacted]

Address of Subject Property: 521 S 4th St. Redlands, Ca 92373

Assessor's Parcel Number(s): 017304309

Name of Property Owner(s): ThompsonTrust Agreement 1/26/05

Mailing Address: 521 S 4th St. Redlands, Ca Zip: 92373

Telephone: [redacted] E-mail: [redacted]

Zoning code, law, regulation, procedure, or policy of the City from which relief is sought:
18.40.030 -R-S

Explanation of why the code, law, regulation, procedure or policy is preventing or will prevent the applicant's use and enjoyment of the subject property:
I have an emotional support chicken, Feather, that lives indoors in the area where I work. She allows me to relax and focus on my job. I am not comfortable there without her for a number of reasons. Actions by my neighbor this past year have exacerbated my situation. Feather provides a level of comfort and security that helps me.

Type of accommodation being requested: I am requesting that I be allowed to keep my emotional support animal. She is a single chicken that lives indoors, and only goes outside with me in the small garden behind our ADU. Her nest, perch, food, and water are all indoors.

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OCT 23 2024
Development Services Dept.

Basis for the claim (applicant shall submit a letter from a medical doctor, disabled person parking placard, or other similar supportive evidence): I have attached a letter from Rochelle Smith, explaining my need for Feather. I spoke to Kerri Berry and since I am very worried about my privacy, especially with my immediate neighbor — I would like to request that I see the notice and wording before it is mailed out.

Applicant's Signature _____ Date: 10/11/24

Thank You.

IMPORTANT NOTICE

PROCESSING OF THIS APPLICATION WILL NOT BEGIN UNTIL THE FOLLOWING STATEMENT HAS BEEN COMPLETED TO THE SATISFACTION OF THE DEVELOPMENT SERVICES DEPARTMENT.

I CERTIFY UNDER PENALTY OF PERJURY THAT I AM (circle one) AND THE FOREGOING IS TRUE AND CORRECT:

1. THE LEGAL OWNER(S) (all individual owners must sign as their names as they appear on the deed to the land).
2. CORPORATE OFFICER(S) EMPOWERED TO SIGN FOR THE CORPORATION.
3. OWNER'S LEGAL AGENT HAVING POWER OF ATTORNEY FOR THIS ACTION (a notarized Power of Attorney document must accompany the application form).

SIGNATURE: _____ **DATE:** 10/11/24

SIGNATURE: _____ **DATE:** 10/11/24

SIGNATURE: _____ **DATE:** _____

Google Maps

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OCT 23 2024
Development Services Dept.

Google Maps

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City of
REDLANDS
Incorporated 1888
35 Cajon Street, Suite 20
P.O. Box 3005, Redlands, CA 92373
909-798-7555 ext. 2
rmontoya@cityofredlands.org

DEVELOPMENT SERVICES DEPARTMENT

BRIAN DESATNIK
Development Services Director

December 4, 2024

Zayanne Thompson
521 South 4th Street
Redlands, CA 92373
[via email to [redacted]

RE: Approval of Reasonable Accommodation No. 19 – 521 S. 4th Street

Dear Applicant:

This is to notify you that the Director of Development Services has **APPROVED** the above-referenced application requesting a fair housing accommodation. The requested accommodation is to keep one (1) chicken at 521 S. 4th Street (APN: 0173-043-09-0000).

Redlands Municipal Code Section 18.06.070 provides four findings that must be made when approving a reasonable accommodation request:

A. *The person who will use the subject property is protected under the fair housing laws;*

   The applicant has provided a letter from a health care professional confirming that they are protected under fair housing laws (Calif. Government Code Section 12955(l)). Redlands Municipal Code Section 18.06.030(B)(9) states that this type of document is an adequate basis for the claim that the applicant is protected under fair housing laws. Therefore, the person who will use the subject property is protected under fair housing laws.

B. *The requested exception to the zoning code, law, regulation, procedure or policy is necessary to make specific housing available to persons occupying the subject property;*

   According to the Suburban Residential (R-S) zoning district regulations applicable to the subject property (RMC §18.40.030), chicken keeping is prohibited. The requested exception to the zoning code is necessary to make specific housing available to a person occupying the property because a resident has a documented disability-related need to keep a chicken as an assistance animal.

C. *The requested accommodation will not impose an undue financial or administrative burden on the city;*

   The requested accommodation will not impose an undue financial or administrative burden on the City because the requested accommodation is for non-enforcement of the R-S zoning district regulation prohibiting chicken-keeping. Therefore, no undue financial or administrative burden on the city would result from granting the requested accommodation.

D. *The requested accommodation will not require a fundamental alteration of the city's zoning or building laws, policies and/or procedures.*

The City's zoning or building laws, policies and/or procedures would not be fundamentally altered by the request. The requested accommodation is to waive the requirements of the City's zoning regulations prohibiting chicken keeping and to allow one (1) chicken on a single property. This request would not result in a fundamental alteration of the City's zoning program.

Please be advised that the request has been approved subject to the conditions attached to this letter. Review these conditions carefully, as you are responsible for complying with the requirements. In addition, this approval is subject to a ten (10) day appeal period ending on December 16th, 2024.

Sincerely,

Rosemary Montoya

Rosemary Montoya
Assistant Planner
City of Redlands

Attached: Conditions of Approval

CONDITIONS OF APPROVAL
REASONABLE ACCOMODATION NO. 19

1. This approval is for Reasonable Accommodation No. 19 requesting relief from the provisions of Redlands Municipal Code Section 18.40.030 (Permitted Uses) to allow the keeping of one (1) chicken as an assistance animal at the residence located at 521 S. 4th Street (APN: 0173-043-09-0000)

2. The property owner and applicant and their successors and assigns, shall defend, by paying for the defense costs of the City of Redlands (for counsel retained by the City), indemnify and hold harmless the City of Redlands, and its elected officials, officers, employees, and agents, from and against any and all claims, actions, and proceedings (collectively "Claims") to attack, set aside, void or annul the approval of this Conditional Use Permit by the City, or Claims brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of costs or attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days following notice of such action from the City, the applicant shall file with the City a performance bond or irrevocable letter of credit, or other form of security satisfactory to the City (the "Security") in a form satisfactory to the City, and in the amount of $300,000, to ensure applicant's performance of its defense and indemnity obligations under this condition. The Security amount shall not limit the total indemnity obligation of the applicant pursuant to this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

3. This permit is valid only as long as the subject residence is occupied by the Applicant. If and when the Applicant no longer resides at the subject property, any chicken allowed by this approval shall be immediately removed and chicken keeping shall be prohibited on the property.

4. The chicken shall primarily be kept indoors. When allowed outside, the chicken shall be supervised by the Applicant at all times and shall be permitted to roam only within an enclosed coop or run.

5. Coops and runs must be located at least five feet from all property lines and at least twenty-five feet from any dwellings on adjacent properties. The height of coops and runs shall not exceed six feet. All coops and runs shall be fully enclosed on all sides and secured to prevent access by predators and rodents. This includes having a rodent-proof ceiling and floor. The coop and run shall provide adequate ventilation and access to natural light, with openings on at least two sides.

6. All openings in the coop or run shall be covered with predator-proof wire, with openings no larger than one-quarter inch in diameter.

7. Coops and runs must be kept clean and maintained in a manner that promotes the health of the chicken, mitigates odor, and minimizes the presence of rodents, insects, vermin, pests, and disease.

8. Feed containers shall be made of rodent and predator proof materials. Unused chicken feed shall be stored in a secured container.

9. Fresh water must be available to the chicken at all times.

10. Roosters are not permitted.

Due December 16 by 5 p.m.
Submit to City Clerk

RECEIVED
DEC 16 2024
Redlands City Clerk

NOTICE OF APPEAL FROM A DECISION OF THE

DEVELOPMENT SERVICES DIRECTOR OF THE CITY OF REDLANDS

Pursuant to the Redlands Municipal Code, the undersigned hereby appeals a decision of the Development Services Director of the City of Redlands as follows:

Project Name or Permit Number: Reasonable Accomodation No. 19

Decision being appealed: Approval of request to keep a chicken at 521 S. 4th Street (APN 0173-043-09-0000) as an emotional support animal

Date of Director's decision: December 4, 2024

Grounds of Appeal: see attached explanation

Name of Appellant (print): Terra Bird

Address of Appellant: 527 S. 4th Street

City, State: Redlands, CA Zip: 92373

Telephone: [redacted] E-mail: [redacted]

Signature of Appellant: Terra Bird 12-16-24

Appeal Filing Requirements:

(1) Applicable appeal filing fee. — No fee

~~(2) Submission of 15 copies of plans and/or proposal to the Development Services Department, Planning Division (if appealed by Applicant).~~ — Not required.

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DEC 18 2024
Development Services Dept.

Staff Use Only:

Date Received:

12-16-24 Grounds For Appeal

My neighbors are non-compliant with the zoning regulations. Their chicken roams freely throughout their backyard. The chickens nesting hutch, food, and water are left outside. I feel directly affected by this because of possible health concerns.
In addition, I feel the Fair Housing Act is misinterpreted and inappropriately applied to my neighbors personal situation.

Thank You

Terra Bird

RECEIVED
DEC 17 2024
Development Services Dept.

RESOLUTION NO. 8660

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DENYING THE APPEAL AND UPHOLDING THE APPROVAL BY THE DEVELOPMENT SERVICES DIRECTOR FOR REASONABLE ACCOMMODATION NO. 19, A REQUEST TO KEEP ONE SERVICE ANIMAL AT A SINGLE-FAMILY PROPERTY LOCATED AT 521 SOUTH FOURTH STREET.

WHEREAS, Chapter 18.06 (Fair Housing Reasonable Accommodations for Persons with Disabilities) of the Redlands Municipal Code was established to provide a procedure to evaluate requests for reasonable accommodation related to specific applications of the zoning law in order to ensure that no person is discriminated against because of race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income, or ancestry, as required by federal and/or state law, by being denied an equal opportunity to use and enjoy their dwelling and to authorize the application of exceptions to the city's zoning law and land development standards, if warranted; and

WHEREAS, the property owner has applied for Reasonable Accommodation No. 19 for relief from the provisions of Redlands Municipal Code Section 18.40.030 (Permitted Uses) to allow the keeping of one (1) chicken as an assistance animal to be kept primarily indoors and within the designated fenced rear yard area of the residence located at 521 South Fourth Street in the Suburban Residential (R-S) land use district; and

WHEREAS, the Development Services Department reviewed the request and related application materials, and determined the application satisfied all four of the required findings necessary to approve Reasonable Accommodation No. 19; and

WHEREAS, on December 4, 2024, the Development Services Director determined the application was approved, and issued a letter notifying the Applicant of the approval; and

WHEREAS, the Appellant filed a timely Appeal on December 16, 2024; and

WHEREAS, on or about January 21, 2025, notice of this public hearing was mailed to the owners of record of all properties within 300 feet of the subject property, in accordance with Sections 18.06.090 and 18.06.050 of the Redlands Municipal Code; and

WHEREAS, on February 4, 2025, the City Council held a duly noticed public hearing to consider the Appeal of the Development Services Director’s approval of Reasonable Accommodation No. 19; and

WHEREAS, on February 4, 2025, the City Council held a noticed public hearing on the Appeal for Reasonable Accommodation No. 19 and considered verbal and written testimony of City staff, the Appellant, the Applicant for Reasonable Accommodation No. 19, and testimony from members of the public; and

WHEREAS, the proposal qualifies for exemption from the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3) of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The proposal is exempt from environmental review in accordance with the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) known as the general rule exemption where there is no possibility that the activity in question may cause a significant effect on the environment.

Section 2. The proposal requested by Reasonable Accommodation No. 19 is supported by circumstances and facts establishing that:

a. The Applicant submitted appropriate documentation from a licensed healthcare provider, identifying the chicken as a service animal necessary to the alleviate of the Applicant's medical condition.

b. The Development Services Director determined that the request satisfied all four required findings for approval of a Reasonable Accommodation, as outlined in RMC Section 18.06.070.

c. The accommodation was requested solely in support of the Applicant's personal medical needs and does not provide a general waiver from the zoning regulations.

d. The approval of the Reasonable Accommodation includes specific conditions to mitigate potential impacts to neighboring properties, including requirements for the chicken to be kept primarily indoors, and to be housed in a secure, sanitary, and well-maintained environment.

e. Conditions of approval further ensure that the chicken's care is properly managed, with requirements for secure coops and runs, supervision when outdoors, and measures to prevent health risks or interference with neighboring properties.

Section 3. The City Council has considered the Appeal filed by Ms. Terra Bird, hereby denies the Appeal, and UPHOLDS the decision of the Development Services Director that approved the application for Reasonable Accommodation No. 19.

ADOPTED, SIGNED AND APPROVED this 4th day of February, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 4th day of February 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **L. 1.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Second Amendment to the Professional Services Agreement with George Hills Company, Inc. increasing annual compensation and bringing the total compensation to an amount not to exceed $394,333.32 to provide third-party liability claims administration (Human Resources/Risk Management Director Meteau)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

1. I move to approve the Second Amendment to the agreement with George Hills Company, Inc.

RECOMMENDATION:

Staff recommends that Council approve the Second Amendment to the Agreement to Perform Professional Services between George Hills Company, Inc. and the City of Redlands to provide third-party liability claims administration on a flat fee basis for an amount not-to-exceed the amount of $394,333.32 for the services provided during the term of the agreement.

DISCUSSION:

As provided in Resolution No. 8574, the City may delegate government claims responsibilities to its third-party claims administrator (TPA) to facilitate the day-to-day operations of claims management and ensure that the City complies with Government Code relating to Claims against a Public Entity. On July 5, 2022, City Council approved a 3-year agreement with George Hills for such services.

Under Exhibit “B” Fee Schedule (page 14) of the existing agreement, fees for claims administration services include a fixed fee of $81,000 per year for the first year and further states that the fixed fee is subject to re-evaluation in the event that the claim volume increases/decreases by 10%. In late 2023, George Hills completed an evaluation, and it was ascertained that the City's claims have increased above 10%, resulting in an actual cost to George Hills of $108,000.

In April 2024 an amendment to the original agreement was requested and approved to move away from a fixed fee compensation for claim administration services. Instead, the First Amendment specified that claim administration services will be compensated on a time and expense basis, effective retroactively to July 1, 2023, and according to the amended fee schedule, include a not to exceed the annual cap of $95,000 for the remaining duration of the agreement and the total compensation not to exceed $270,052. This change in how compensation is determined would need to be adjusted to the claim volume the City receives.

Upon completion of the 2023/24 fiscal year (FY), George Hills completed an evaluation and notified the City that the allocated amount had been exhausted and a balance of $48,000 for the 2023/24 FY term was due. In late 2024, George Hills notified staff that the current amount allocated for the 2024/25 FY would be exhausted by February 2025, based on the increased claims volume and activity thus far.

Based on the last two years exceeding the budgeted amounts due to recent claims volume and activity, the City determined that a return to the flat fee would be beneficial to the City for budgeting and cost-savings purposes effective March 1, 2025.

The other terms of the agreement remain the same through June 2025.

ALTERNATIVES:
N/A

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Robert Meteau, Human Resources/Risk Management Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Marla Martinez, HR Manager

Fiscal Impact

Fiscal Year: 23-24
Revenue Generating: No
Appropriation Required Y/N: No
Discussion:

According to the new terms of the City's amended agreement, the City agrees to pay for all services performed by Consultant on a Time and Expense basis, in the form of adjuster's fees not to exceed the annual cap of $95,000. The current hourly rates for Consultant's personnel are:

Claims Supervisor:	$127/hour*
Claims Adjuster:	$102/hour*
Claims Processing:	$84/hour*

Attachments

Second Amendment
First Amendment
Agreement with George Hills

SECOND AMENDMENT TO AGREEMENT TO PERFORM
PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for third party liability claims administration services ("Agreement"), dated July 5, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and George Hills Company, Inc., a California corporation ("Consultant"), is made and entered into this 4th day of March, 2025.

RECITALS

WHEREAS, the City and Consultant entered into a Professional Services Agreement on July 5, 2022 for the performance of third party administration services; AND

WHEREAS, the Parties entered into a First Amendment to the Agreement dated April 16, 2024 ("First Amendment"); and

WHEREAS, it is the desire of the City and Consultant to enter into this Second Amendment to the Agreement to provide additional compensation to paid by City to Consultant for the Performance of Services, and make other related modifications to the Agreement.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Subsection 4.2 under Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

4.2 The term of this Agreement shall be for a period of three (3) years beginning July 5, 2022 and expiring on June 30, 2025.

Section 2. Subsection 5.1 under Article 5 of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

"The total compensation for Consultant's performance of the Services during the Term of this Agreement shall not exceed the amount of Three Hundred Ninety-Four Thousand Three Hundred and Thirty-Three Dollars and 32/100 ($394,333.32).

Effective July 1, 2023, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount set forth in this Section and in accordance with the rates specified in Exhibit "B", titled "Fee Schedule" attached hereto and incorporated by reference herein."

Section 3. Exhibit "B" of the First Amendment titled "Fee Schedule", is hereby amended and replaced by an amended Exhibit "B", which is attached hereto as Attachment 1 and incorporated herein by this reference.

Section 4. All other provisions of the Agreement and First Amendment shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of March 4, 2025.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

GEORGE HILLS COMPANY, INC.

_____
John E. Chaquica,
Chief Executive Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

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ATTACHMENT 1

EXHIBIT "B"
Fee Schedule

The following compensation, fees and expenses, shall be paid in consideration for the services provided by Consultant as described in this Agreement to Perform Professional Services under Article 5 – Payments to Consultant, which has been agreed to, including claims activity. This section shall remain in force and services provided during the term of this Contract, unless otherwise amended by the parties.

The amounts to be paid pursuant to this Agreement are detailed in two distinct areas of services:

First, under subsection 1) below, "Fees for Claims Administration Services"; and

Second, under subsection 2) below, "Reimbursable Costs and Expenses" which specifically relate to provision of claims handling services which is the subject of this Contract.

The fees and expenses/costs will be billed together monthly in our standard invoice format. Additionally, if the City elects any optional services identified in this section, such as First Party Subrogation Services or any of the identified Optional Services, such agreed upon additional amounts will also be billed together monthly where applicable.

1. **Fees for Claims Administration Services**

   For the first year of the Agreement, Client agrees to pay a fixed fee of $69,000 plus $12,000 in costs for a total of $81,000 in exchange for the claim administration and handling services described in this Agreement and the Exhibits hereto. The fixed fee is a base fee and subject to reevaluation in the event that the claim volume increases or decreases by more than 10%. The City agrees to the base number of claims is 70.

   For the second year of the Agreement, City agrees to pay for all services performed by Consultant on a Time and Expense basis. Consultant will charge time to each claim using 1/10th of an hour increments for each task performed on a claim. The time spent and further descriptions of each task shall be stated on each monthly invoice. The cumulative annual billing, however, shall not exceed the annual cap of $143,000 plus $12,000 in costs for a total of $155,000, which cap is subject to annual adjustments. The current hourly rates for Consultant's personnel are:

   a. **Claims Supervisor Rate: $127**
   b. **Claims Adjuster Rate: $102**
   c. **Claims Processor Rate: $84**

For the third year of the Agreement, for the period July 1, 2024 through February 28, 2025, City agrees to pay Consultant on a Time and Expense basis. Consultant will charge time to each claim using 1/10th of an hour increments for each task performed on a claim. The time spent and further descriptions of each task shall be stated on each monthly invoice. The amount to be paid to Consultant shall not exceed $95,000 plus $12,000 in costs for a total of $107,000, The current hourly rates for Consultant's personnel are as set forth above. For the third year of the Agreement, for the period March 1, 2025 through June 30, 2025, the City shall pay Consultant a monthly Flat Rate of $12,833.33 for a total of $51,333.32. The total not to exceed amount for the third year of the Agreement is $158,333.32.

It is Consultant's responsibility to monitor, review and advise City of any annual cap adjustments, whether by increase or decrease. In the event that Consultant reasonably estimates that the cap will be reached or exceeded in any year, notice will be provided to the City indicating that an adjustment may be necessary. If the cap is not adjusted, Consultant will perform services up to the amount of the cap and must cease all work until the parties reach an agreement on the annual cap adjustment. To be effective, any annual cap adjustment must be included in a written amendment to this Agreement pursuant to Section 8.6.

2. Reimbursable Costs and Expenses

b. **Annual Administration Fee:** City agrees to pay an annual administration fee of $10,000, in addition to the flat claims administration fee, which is billed annually at the beginning of the Agreement period and thereafter upon the anniversary of the Agreement.

c. **Mileage – Adjuster**: Mileage is paid at the IRS rate.

d. **MMSEA**: There is a $500 annual reporting fee. which are paid directly to ExamWorks, for the performance of CMS reporting.

e. **Adjuster Travel Expenses:** GH will separately charge for any travel expenses in connection with attendance at mediations, settlement conferences, trials, etc. This will be subject to prior approval and that actual expenses will be submitted with receipts on a monthly basis.

f. **System Access Fee:** Access to the claims management information system, "CMIS", carries a cost of $1,500 annually. That cost is included in the annual administration fee and includes the setup and management of up to

five (5) "read only" user accounts. "Read/write" access to the system can be obtained for an additional fee.

g. **<u>iMetrics Report</u> Fee**: There will be no charge for our iMetrics business intelligence reports with executive in-person debriefs.

h. **<u>Custom Reports</u>**: Additional charges for custom reporting shall be defined as, requiring a third-party programmer for three hours or more and is client specific.

i. **<u>Catastrophic Fees</u>**: GH recognizes that there are events that are unanticipated and catastrophic. When such events occur, it requires additional hours for the handling of such claims. As such, to preserve the quality and efficiency of service for which we are known, GH proposes that should any one catastrophic event occur resulting in five or more claimants, or two or more claimants with their own defense counsel, City shall be billed at the current hourly rate for all services. See current rates below. Catastrophic Fees under this section only apply to Cities which have selected a "Fixed Fee" or "Time and Expense with a cap" payment options.

a. Supervisor Rate: $135
b. Sr, Adjuster Rate: $115
c. Adjuster Rate: $102
d. Claims Processor Rate: $89

j. **<u>3% Annual Escalator</u>**: All GH pricing options under this Contract are subject to an automatic annual increase of 3%. This annual increase shall take effect upon each anniversary of the Contract effectiveness date.

k. **<u>General File</u>**: A general administrative file shall be established and maintained to track effort related to services necessary to fulfill our contractual obligations and not otherwise associated with a claim.

l. **<u>Paper Files</u>**: GH is prepared to take the lead to arrange for all services relating to conversion storage, copying, scanning, shipping, and disposal. GH will provide you a quote for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.

3. First Party Subrogation Services And Fees

GH is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of City. GH does not handle subrogation claims with a value of less than $1000. For any claim in excess of $1,000, City authorizes GH for to initiate its Subrogation Services as described more fully in Attachment A, Scope of Services and Client Expressed Authority and Limitations as well as Attachment A-1, Subrogation

Agreement. Our services are unique to a first party loss of the City caused by the intentional or negligent act of a third party. City will pay a Subrogation Fee in the amount of 30% for each and every recovery obtained. The minimum amount to be paid to GH will be $250 per claim upon recovery.

4. Optional Services

a. Legal Services and Consultation (Optional and upon request):

GH employs in-house General Counsel which have vast experience in claims and litigation handling for all claims which are, or could be, subject to this agreement. GH offers the services of its attorneys as an additional resource for GH clients, on a time and expense basis, as follows:

i. Litigation Management: $225.00 per hour
These services include the oversight of all assigned GH claims adjusters and monitoring and handling of "watch list" claims (highest exposure, most complex litigation). These services are also available on a claim by claim basis in support of the Lead Adjuster assigned due to the complexity of the claims.

ii. Monitoring Counsel: $225.00 per hour
This case specific service includes evaluating coverage issues, monitoring claim and litigation strategy, analyzing liability and damage issues, participating in discussions regarding resolution by trial or settlement, and controlling costs.

iii. Outside General and Special Counsel: $225.00 per hour
These services include confidential analysis and problem solving for managing risk and avoiding unnecessary litigation and provides immediate access to legal advice This includes identifying coverage issues, providing input and assistance on Public Records Act Requests, tort claim handling and strategy, conflicts of interest, oversight of outside litigation counsel and providing legal opinions on potential and active litigation.

iv. Trial/Mediation/Board Meetings Attendance: $175.00 per hour
These services include attending Board Meetings, trial, mediation, and other court hearing attendance including appearing before Courts of Appeal. Analysis and consultation provided before, during and after these significant litigation events can reduce exposure and maximize opportunities for resolution.

v. Legal Training and Seminars: $175.00 per hour
These services include providing customized seminars and training upon request. Subject areas include memorandums of coverage, all aspects of risk management, claims handling and litigation, employment

law and general liability claims. Courses are customized to address the client's specific needs.

vi. Professional and Financial Services: $175.00 per hour
As related to risk management and loss prevention in alignment with the scope of services.

NOTE: These services are traditionally Time and Expense, however an annual fee can be considered.

5. PAYMENT SCHEDULE

GH will submit its invoices to City, and payment shall be made by City, within a reasonable period of time, not to exceed thirty (30) days from the date of the invoice.

6. ELECTRONIC FUNDS TRANSFER OR DIRECT DEPOSIT

GH has determined that the most efficient and secure default form of payment for goods and/or services provided under Contract with City shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by both GH and City and agreed to in writing.

GH will submit a direct deposit authorization request via to City with banking and vendor information, and any other information that the City determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

At any time during the duration of the Contract, GH may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and GH will explain why the payment method designated by the City is not feasible and an alternative is necessary.

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for third party liability claims administration services ("Agreement"), dated July 5, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and George Hills Company, Inc., a California corporation ("Consultant"), is made and entered into this 16th day of April, 2024.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 5.1 of their existing Agreement to amend the Consultant's Scope of Services and increase Consultant's annual compensation, bringing the Consultant's total compensation to an amount not-to-exceed Two Hundred Seventy Thousand Dollars ($270,052), and

WHEREAS, it is the desire of the City and Consultant to amend Exhibit "A," "Scope of Services" to include an amended "Scope of Services," which is attached hereto by reference; and

WHEREAS, it is the desire of the City and Consultant to amend Exhibit "B," "Fee Schedule" to include an amended "Fee Schedule," which is attached hereto by reference.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. The scope of work performed by Consultant pursuant to Exhibit "A" of the Agreement, entitled "Scope of Services," is hereby amended and replaced by an amended Exhibit "A," which is attached hereto and incorporated herein by this reference Attachment 1.

Section 2. Subsection 4.2 under Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

4.2 The term of this Agreement shall be for a period of three (3) years beginning July 5, 2022 and expiring on July 5, 2025.

Section 3. Subsection 5.1 under Article 5 of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

> The total compensation for Consultant's performance of the Services during the Term of this Agreement shall not exceed the amount of Two Hundred Seventy Thousand Dollars ($270,052.00). Commencing on the Effective Date of this Agreement, fees and expenses to be paid to Consultant shall not exceed Eighty Thousand Fifty-Two Dollars ($80,052.00) for the first year of the Agreement and Ninety-Five Thousand Dollars ($95,000.00) for each subsequent year of the Agreement. Effective July 1, 2023, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the

rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by this reference.

Section 4. The scope of services set forth in Exhibit "A" of the Agreement titled, "Scope of Services," is hereby amended and replaced by an amended Exhibit "A," which is attached hereto and incorporated herein by this reference as Attachment 1.

Section 5. The fee schedule set forth in Exhibit "B" of the Agreement titled, "Fee Schedule," is hereby amended and replaced by an amended Exhibit "B," which is attached hereto and incorporated herein by this reference as Attachment 2.

Section 6. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of April 16, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

GEORGE HILLS COMPANY, INC.

By: _____
John E. Chaquica, Chief Executive Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT 1

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES AND CLIENT EXPRESSED AUTHORITY AND LIMITATIONS UNDER THE CONTRACT

This Exhibit A is intended to provide the scope of services and specific service expectations in this Agreement, that would not otherwise require revision during the contract period, and which may differ from or elaborate upon our Client Service Profile. Services to be provided by George Hills Company ("GH") on behalf of City of Redlands ("City") may include all or some of the following,

I. SERVICES INCLUDED IN THE CONTRACT

A. General Administrative Services

Throughout each year GH performs numerous functions which support claims administration on behalf of the City, but do not include any claims handling, and are performed by non-claims personnel. Additionally, in the first year of a new client there are several "on-boarding" services that are general and administrative in nature. Below is a list of such services which are included within the terms of this Contract:

1) Access to CMIS and training.
2) A monthly listing of open claims, showing expense categories, reserves, and total incurred.
3) Monthly claim summary reports.
4) Providing loss run data and required reports.
5) Providing annual reports to outside agencies.
6) Filing of regulatory reports (such as 1099, W-9, etc.).
7) Establish and maintain a trust fund to pay indemnity and expenses that may be due on claims. The amount to be maintained in the trust fund shall be determined by City.
8) If the trust fund is not set-up with the GH preferred bank—California Bank & Trust, there may be an additional set-up fee (other banks processes can be extraordinarily time consuming).
9) New bank account set up (signature cards, test checks, online access, set up bank in CXP).
10) Discussion and agreement on the Approval process.
11) Process checks weekly.
12) Submit positive pay if applicable/monitor positive pay (review daily emails from bank for exceptions).
13) Maintain a copy of all checks drawn by GH to pay claims and claims related expenses.
14) Submit monthly check registers of all transactions made for the period.
15) Monitor account balance, prepare replenishment requests as needed (customize request for each client's need).

16) Monthly bank reconciliation (prepared and sent to City).
17) Special reports that requested to go with billing invoices (by member, claim type, etc.).
18) Payment of invoices that are pass-throughs (i.e., invoices for medical record copies, ExamWorks, etc.).
19) Certificates of insurance as required by the Contract.

B. Investigative Services

1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.
2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all City losses but not to include extraordinary investigative services outside the expertise of GH.
3) In the event City or other agency conducts any investigation, and upon Client's request, GH shall review and analyze for liability and/or damage issues and for possible additional follow-up investigation.
4) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
5) Undertake items of investigation requiring special handling for CITY at the direction of the CITY's Attorney or authorized representative.

C. Liability and Claim Handling Services

1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
3) GH will follow any City policy regarding tort claim rejection instructions, including rejection and return of an untimely or insufficient claim.
4) Ensure timely tort claim handling, including contact and follow-up with claimants regarding claim issues and processing.
5) Any bodily injury claim that is being pursued shall be indexed. Notice only matters or precautionary bodily injury claims that are not pursued do not need to be indexed.
6) Determine the need for defense representation, recommend legal counsel, and support litigation activity.
7) Report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
8) Maintain records on any such claim and notify City when City is about to exhaust the Self-Insured Retention.
9) Obtain settlement contracts and releases upon settlement of claims or potential claims not in litigation.
10) Perform periodic reviews, as needed, of City files and claims as well as statutory requirements to ensure compliance including excess insurance related requirements.

11) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting. *(See Attachment B)*
12) To the extent there is privileged information or PHI shared between agencies, which is subject to protection under HIPAA, GH shall implement all necessary measures in compliance with the Act and will execute a Business Associates Agreement (BAA).

D. Litigation Support Services

1) Upon notification by the City that litigation has been filed on an open claim, GH shall follow the litigation referral process as outlined in the Client Expressed Scope of Work Instructions form.
2) Work cooperatively with City in choosing outside counsel from approved panel, if any, and assist defense counsel in on-going litigation defense efforts.
3) Obtain and maintain a Litigation Plan and Budget.
4) Review legal bills for compliance with Litigation Plan and Budget; Review, evaluate and adjust defense counsel invoices for legal services.
5) Cooperate with and assist defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
6) Assist in responding to discovery or preparing discovery.
7) At the request of the City, attend mandatory settlement conferences on behalf of City.
8) At the request of the City, appear on behalf of City in small claims actions filed against City on open claims handled by GH.
9) At the request of the City, GH can file small claims actions on behalf of the City.
10) Review and evaluate case evaluations, correspondence and status reports forwarded to GH by counsel. Regularly discuss, review, and direct investigation, discovery, and case strategy with counsel.
11) Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the City.

E. Reports and Procedures

1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, GH will provide City with a report pursuant to specified claims handling instructions, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, GH will report as often as warranted by any important change in status but no longer than every ninety (90) days until the claim closes unless extended diary is appropriate.
2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the GH in connection with this contract shall be City's property and constitute the GH's work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in whole or in part by or for the City is the property of GH. Additional copies of original reports, documents, and data requested by City will be at City's expense in accordance with this contract.

3) GH agrees that City have access and the right to audit and reproduce any of the GH's relevant records to ensure that the City is receiving all services to which the City is entitled under this Contract or for any purpose relating to the Contract.

F. Data

1) Utilize GH's claims management system—CXP (ClaimsXpress), or a substantially similar equivalent with comparable features and functionality. City will be provided "read-only" access to the claims system. "Read-write" access may be obtained at the City's additional expense.
2) Record all claim information including all financial data.
3) Provide City and broker Read only on-line access to the claims data system (up to five users), if desired by City.
4) Provide monthly standard loss run and check register.
5) Provide annual claims data report upon request. Written authorization and/or a Business Associate Agreement may be required for confidential information protected by HIPAA.
6) Provide assistance to City in developing customized reports when requested (may require additional charge).
7) Arrange for electronic file conversion for any open and closed claims at the direction of City.

G. Claim Review Meetings

GH shall, on a mutually agreed periodic basis, meet with City to review and discuss the City's claims inventory and claims results of specified periods and delivery of services by CLAIM ADMINISTRATOR.

H. Financial Accounting

1) Establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by the City.
2) Maintain a copy of all checks drawn by the GH to pay claims and claims related expenses.
3) Submit monthly check registers of all transactions made for the period.
4) Complete or update Attachment B "Preferred Method of Check Processing" for check processing options.
5) Approval process shall be documented in GH Client Expressed Scope of Work Standards and Instruction Form.
6) GH will provide monthly bank reconciliation reports to City for audit purposes.

I. Third Party Subrogation Services

1) GH personnel are well versed in the identification, handling, and pursuit of subrogation claims arising out of CLAIMS which are the subject of this Contract. Included within this contract, GH will perform the following functions:
2) Identify potential opportunities to recover from persons, businesses, and entities other than the City.
3) Prepare and file a claim with each identified entity.
4) As applicable, tender defense to or seek recovery from any identified entity.

5) With the assistance of counsel, prepare and file any necessary litigation required to effect the claim of recovery on behalf of the City
6) Manage litigation related to such claims made to other person, businesses or entities

J. First Party Subrogation Services

GH is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of City. GH does not handle subrogation claims with a value of less than $1000. For any claim in excess of $1,000, City may retain GH for Subrogation Services. Our services are unique to a first party loss of the City caused by the intentional or negligent act of a third party. Such losses generally are for the recovery of damages, and may include:

1) Labor costs, fully loaded and including benefit costs, for district or other personnel responding to or in any manner providing services;
2) Services or materials provided by outside vendors or contractors;
3) Internal or external vehicle or equipment use and/or rental;
4) Materials and/or goods utilized for the repair/replacement of damaged property; and/or
5) Additional fees that may be specific to the individual entity that are provided for within district ordinances or other governing documents.

II. CLIENT EXPRESSED AUTHORITY AND LIMITATIONS

The list immediately below contains numerous services provided in this Contract for which GH requests the City expressly establish authority and/or limitations, on the ability of GH to act on behalf of the City. The City will check the appropriate box establishing the authority of GH to act or the limitation as to that authority.

INVESTIGATION:

☐ George Hills will conduct all investigations

☐ City will conduct all investigations

☒ City will direct GH on each claim as to who performs investigations

In the event the Client or other agency conducts any investigation, GH shall review for completeness.

Retention of Vendors (appraisers, translators, copy services, Independent Adjuster, IME's, Surveillance, etc.):

☒ Must be preauthorized by City

☐ Does not need preauthorization

REJECTION OF CLAIMS:

City's position regarding rejections (*e.g., if entity so dictates, a claim will be rejected for insufficiency)*. Check all that apply.

Protocols for Rejections

☒ GH needs authorization

☐ GH does not need authorization

☒ GH sends the Rejection

☐ City sends the Rejection

☐ GH sends out Denial Letter simultaneously with Rejection outlining the reason

LITIGATION:

Check all that apply.

☐ GH will handle litigated claims

- ☐ Full
- ☐ As assigned
- ☐ Check Issuance and Data Input
- ☐ Data Input only

☒ City will handle litigated claims in-house, with GH to capture data into SIMS

- ☐ City will send data to GH weekly
- ☐ City will send data to GH monthly

Mandatory Settlement Conferences

☐ GH always attends

☒ At City request only

Small Claims Actions filed against City

☐ GH always appears

☒ At City request only

Legal Counsel

☒ GH must have City authorization to refer to outside Legal Counsel

☐ GH does not need City authorization to refer to outside Legal Counsel

☐ GH must use City approved Legal Panel for Attorney selection

☒ City does not have an approved Legal Panel for Attorney selection

☐ All Litigation to be handled by City in-house Legal

☐ GH always sends Litigation Assignment packets to Legal Counsel

City specific Litigation Guidelines: ☐ Yes ☐ No

City specific Litigation Referral Form/Letter: ☐ Yes ☐ No

City specific Litigation Budget Form: ☐ Yes ☐ No

Pay fees for Experts, photocopies, medical records as: ☒ Expense ☐ Legal

EXCESS REPORTING:

☒ GH will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

☐ City will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

AUTHORITY LEVELS:

Reserve within SIR:

☐ $0.00 Other: $ (specify amount)

Adjuster must seek approval from (client contact) to post indemnity reserves above authority level.

Medical Treatment:

☐ Medical Authorizations should only be sent to the claimant once liability is determined to be adverse to the City.

☐ Medical Authorizations should go out as soon as it is determined that a BI claim is being pursued.

CLAIMS EXCEEDING SIR:

☐ GH stops tracking activity once the SIR has been reached.

☒ GH will continue to track all activity at and/or above the SIR. The Excess JPA/Carrier will provide GH with activity documentation above the SIR.

☐ GH will reserve to Full Value and track recoveries.

THIRD PARTY SUBROGATION SERVICES:

☐ GH is authorized to initiate third party subrogation claims on behalf of City

☒ GH must obtain authorization to initiate third party subrogation claims on behalf of City.

FIRST PARTY SUBROGATION SERVICES:

☐ City elects to incorporate the first party subrogation services of GH into the contract

☒ City authorizes GH to initiate first party subrogation claims on behalf of City

☐ City agrees to the additional compensation payable to GH for its first party subrogation services as follows:

GH shall be entitled to _____% of the gross recovery for each claim initiated by GH through its first party subrogation efforts.

☒ City agrees to the terms and conditions stated in Attachment B, Subrogation Services.

ATTACHMENT 2

EXHIBIT "B"

FEE SCHEDULE

The following compensation, fees and expenses, shall be paid in consideration for the services provided by Consultant as described in this Agreement to Perform Professional Services under Article 5 – Payments to Consultant, which has been agreed to, including claims activity. This section shall remain in force and services provided during the term of this Contract, unless otherwise amended by the parties.

The amounts to be paid pursuant to this Agreement are detailed in two distinct areas of services:

First, under subsection 1) below, "Fees for Claims Administration Services"; and

Second, under subsection 2) below, "Reimbursable Costs and Expenses" which specifically relate to provision of claims handling services which is the subject of this Contract.

The fees and expenses/costs will be billed together monthly in our standard invoice format. Additionally, if the City elects any optional services identified in this section, such as First Party Subrogation Services or any of the identified Optional Services, such agreed upon additional amounts will also be billed together monthly where applicable.

1) Fees for Claims Administration Services

For the first year of the Agreement, Client agrees to pay a fixed fee of $69,000 in exchange for the claim administration and handling services described in this Agrement and the Exhibits hereto. The fixed fee is a base fee and subject to reevaluation in the event that the claim volume increases or decreases by more than 10%. The City agrees that the base number of claims is 70.

Effective July 1, 2023 for the remaining duration of the term of the agreement, City agrees to pay for all services performed by Consultant on a Time and Expense basis. Consultant will charge time to each claim using 1/10th of an hour increments for each task performed on a claim. The time spent and further descriptions of each task shall be stated on each monthly invoice. The cumulative annual billing, however, shall not exceed the annual cap of $95,000, which cap is subject to annual adjustments. It is Consultant's responsibility to monitor, review and advise City of any annual cap adjustments, whether by increase or decrease. In the event that Consultant reasonably estimates that the cap will be reached or exceeded in any year, notice will be provided to the City indicating that an adjustment may be necessary. If the cap is not adjusted, Consultant will perform services up to the amount of the cap and must cease all work until the parties reach an agreement on the annual cap adjustment. To be effective, any annual cap adjustment must be included in a written amendment to this

Agreement pursuant to Section 8.6. The current hourly rates for Consultant's personnel are:

Claims Supervisor:	$127/hour*
Claims Adjuster:	$102/hour*
Claims Processing:	$84/hour*

*All hourly rates and fees in the Agreement are subject to the Annual Escalator language found in Section 2(i) of this Exhibit.

2) Reimbursable Costs and Expenses

a. **Annual Administration Fee:** City agrees to pay an annual administration fee of $10,000 which is billed annually at the beginning of the Agreement period and thereafter upon the anniversary of the Agreement.

b. **Mileage – Adjuster**: Mileage is paid at the IRS rate.

c. **MMSEA**: There is a $500 annual reporting fee which is paid directly to ExamWorks, for the performance of CMS reporting.

d. **Adjuster Travel Expenses:** Consultant will separately charge for any travel expenses in connection with attendance at mediations, settlement conferences, trials, etc. This will be subject to prior approval and that actual expenses with no mark-ups will be submitted with receipts on a monthly basis.

e. **System Access Fee:** Access to the claims management information system, "CMIS", carries a cost of $1,500 annually. That cost is included in the annual administration fee and includes the setup and management of up to five (5) "read only" user accounts. "Read/write" access to the system can be obtained for an additional fee.

f. **iMetrics Report Fee**: There will be no charge for our iMetrics business intelligence reports with executive in-person debriefs.

g. **Custom Reports**: Additional charges for custom reporting shall be defined as, requiring a third-party programmer for three hours or more and is client specific.

h. **Catastrophic Fees**: Consultant recognizes that there are events that are unanticipated and catastrophic. When such events occur, it requires

additional hours for the handling of such claims. As such, to preserve the quality and efficiency of service for which we are known, Consultant proposes that should any one catastrophic event occur resulting in five or more claimants, or two or more claimants with their own defense counsel, City shall be billed at the current hourly rate for all services. Catastrophic Fees under this section only apply to City's which have selected a "Fixed Fee" or "Time and Expense with a cap" payment options.

i. **3% Annual Escalator**: All Consultant pricing options under this Contract are subject to an automatic annual increase of 3%. This annual increase shall take effect upon each anniversary of the Contract effectiveness date. .

j. **General File**: A general administrative file shall be established and maintained to track effort related to services necessary to fulfill our contractual obligations and not otherwise associated with a claim.

k. **Paper Files**: Consultant is prepared to take the lead to arrange for all services relating to conversion storage, copying, scanning, shipping, and disposal. Consultant will provide you a quote for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.

3) First Party Subrogation Services And Fees

Consultant is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of City. Consultant does not handle subrogation claims with a value of less than $1000. For any claim in excess of $1,000, and with prior written consent from City, Consultant shall initiate its Subrogation Services as described more fully in Exhibit A, Scope of Services and Client Expressed Authority and Limitations as well as Attachment A-1, Subrogation Agreement. Our services are unique to a first party loss of the City caused by the intentional or negligent act of a third party. City will pay a Subrogation Fee in the amount of 30% for each and every recovery obtained.

4) Optional Services

a. Legal Services and Consultation (Optional and upon written request):

Consultant employs in-house General Counsel which have vast experience in claims and litigation handling for all claims which are, or could be, subject to this agreement. Consultant offers the services of its attorneys as an additional resource for Consultant clients, on a time and expense basis, as follows:

i. Litigation Management: $175.00 per hour
These services include the oversight of all assigned Consultant claims

adjusters and monitoring and handling of "watch list" claims (highest exposure, most complex litigation). These services are also available on a claim-by-claim basis in support of the Lead Adjuster assigned due to the complexity of the claims.

ii. Monitoring Counsel: $175.00 per hour
This case specific service includes evaluating coverage issues, monitoring claim and litigation strategy, analyzing liability and damage issues, participating in discussions regarding resolution by trial or settlement, and controlling costs.

iii. Outside General and Special Counsel: $175.00 per hour
These services include confidential analysis and problem solving for managing risk and avoiding unnecessary litigation and provides immediate access to legal advice This includes identifying coverage issues, providing input and assistance on Public Records Act Requests, tort claim handling and strategy, conflicts of interest, oversight of outside litigation counsel and providing legal opinions on potential and active litigation.

iv. Trial/Mediation/Board Meetings Attendance: $175.00 per hour
These services include attending Board Meetings, trial, mediation, and other court hearing attendance including appearing before Courts of Appeal. Analysis and consultation provided before, during and after these significant litigation events can reduce exposure and maximize opportunities for resolution.

v. Legal Training and Seminars: $175.00 per hour
These services include providing customized seminars and training upon request. Subject areas include memorandums of coverage, all aspects of risk management, claims handling and litigation, employment law and general liability claims. Courses are customized to address the client's specific needs.

vi. Professional and Financial Services: $175.00 per hour
As related to risk management and loss prevention in alignment with the scope of services.

NOTE: These services are traditionally Time and Expense, however an annual fee can be considered.

I. PAYMENT SCHEDULE

Consultant will submit its invoices to City, and payment of undisputed amounts shall be made by City, within a reasonable period of time, not to exceed thirty (30) days from the date of the invoice.

II. ELECTRONIC FUNDS TRANSFER OR DIRECT DEPOSIT

Consultanthas determined that the most efficient and secure default form of payment for goods and/or services provided under Contract with City shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by both Consultantand City and agreed to in writing.

Consultant will submit a direct deposit authorization request via to City with banking and vendor information, and any other information that the City determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

At any time during the duration of the Contract, Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and Consultant will explain why the payment method designated by the City is not feasible and an alternative is necessary.

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of claims adjusting and administration services ("Agreement") is made and entered in this 5th day of July, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and George Hills Company, Inc. a California corporation. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide claims adjusting and administration services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Tommi Ng, Assistant Human Resources/Risk Management Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of three (3) years beginning July 5, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The total annual compensation for Consultant's performance of the Services is specified in Exhibit B, "Fee Schedule," which is fully incorporated herein. Fees and expenses to be paid to Consultant shall not exceed the amount of Eighty Thousand Dollars ($80,000) per fiscal year commencing on the Effective Date, with two additional one-year renewal options bringing the total to an amount not-to-exceed Four Hundred Thousand Dollars ($400,000). City shall pay Consultant on a time and materials basis up to the not-to-exceed amount in accordance with Exhibit "B" titled "Fee Schedule" which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

John E. Chaquica
George Hills Company, Inc
PO Box 278
Rancho Cordova, CA 95741
john.chaquica@georgehills.com
Phone: (916) 859-4824
Fax: (714) 596-7798

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

D. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained

herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

City OF REDLANDS

By: _____
Paul T. Barich, Mayor

GEORGE HILLS COMPANY, INC.

By: _____
John E. Chaquica, Chief Executive Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF SERVICES AND CLIENT EXPRESSED AUTHORITY AND LIMITATIONS UNDER THE CONTRACT

This Exhibit A is intended to provide the scope of services and specific service expectations in this Agreement, that would not otherwise require revision during the contract period, and which may differ from or elaborate upon our Client Service Profile. Services to be provided by George Hills Company ("GH") on behalf of City of Redlands ("City") may include all or some of the following,

I. SERVICES INCLUDED IN THE CONTRACT

A. General Administrative Services

Throughout each year GH performs numerous functions which support claims administration on behalf of the City, but do not include any claims handling, and are performed by non-claims personnel. Additionally, in the first year of a new client there are several "on-boarding" services that are general and administrative in nature. Below is a list of such services which are included within the terms of this Contract:

1) Access to CMIS and training.
2) A monthly listing of open claims, showing expense categories, reserves, and total incurred.
3) Monthly claim summary reports.
4) Providing loss run data and required reports.
5) Providing annual reports to outside agencies.
6) Filing of regulatory reports (such as 1099, W-9, etc.).
7) Establish and maintain a trust fund to pay indemnity and expenses that may be due on claims. The amount to be maintained in the trust fund shall be determined by City.
8) If the trust fund is not set-up with the GH preferred bank—California Bank & Trust, there may be an additional set-up fee (other banks processes can be extraordinarily time consuming).
9) New bank account set up (signature cards, test checks, online access, set up bank in CXP).
10) Discussion and agreement on the Approval process.
11) Process checks weekly.
12) Submit positive pay if applicable/monitor positive pay (review daily emails from bank for exceptions).
13) Maintain a copy of all checks drawn by GH to pay claims and claims related expenses.
14) Submit monthly check registers of all transactions made for the period.
15) Monitor account balance, prepare replenishment requests as needed (customize request for each client's need).
16) Monthly bank reconciliation (prepared and sent to City).
17) Special reports that requested to go with billing invoices (by member, claim type, etc.).
18) Payment of invoices that are pass-throughs (i.e., invoices for medical record copies, ExamWorks, etc.).

19) Certificates of insurance as required by the Contract.

B. Investigative Services

1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.
2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all City losses but not to include extraordinary investigative services outside the expertise of GH.
3) In the event City or other agency conducts any investigation, and upon Client's request, GH shall review and analyze for liability and/or damage issues and for possible additional follow-up investigation.
4) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
5) Undertake items of investigation requiring special handling for CITY at the direction of the CITY's Attorney or authorized representative.

C. Liability and Claim Handling Services

1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
3) GH will follow any City policy regarding tort claim rejection instructions, including rejection and return of an untimely or insufficient claim.
4) Ensure timely tort claim handling, including contact and follow-up with claimants regarding claim issues and processing.
5) Any bodily injury claim that is being pursued shall be indexed. Notice only matters or precautionary bodily injury claims that are not pursued do not need to be indexed.
6) Determine the need for defense representation, recommend legal counsel, and support litigation activity.
7) Report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
8) Maintain records on any such claim and notify City when City is about to exhaust the Self-Insured Retention.
9) Obtain settlement contracts and releases upon settlement of claims or potential claims not in litigation.
10) Perform periodic reviews, as needed, of City files and claims as well as statutory requirements to ensure compliance including excess insurance related requirements.
11) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting. *(See Attachment B)*
12) To the extent there is privileged information or PHI shared between agencies, which is subject to protection under HIPAA, GH shall implement all necessary measures in compliance with the Act and will execute a Business Associates Agreement (BAA).

D. Litigation Support Services

1) Upon notification by the City that litigation has been filed on an open claim, GH shall follow the litigation referral process as outlined in the Client Expressed Scope of Work Instructions form.
2) Work cooperatively with City in choosing outside counsel from approved panel, if any, and assist defense counsel in on-going litigation defense efforts.
3) Obtain and maintain a Litigation Plan and Budget.
4) Review legal bills for compliance with Litigation Plan and Budget; Review, evaluate and adjust defense counsel invoices for legal services.
5) Cooperate with and assist defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
6) Assist in responding to discovery or preparing discovery.
7) At the request of the City, attend mandatory settlement conferences on behalf of City.
8) At the request of the City, appear on behalf of City in small claims actions filed against City on open claims handled by GH.
9) Review and evaluate case evaluations, correspondence and status reports forwarded to GH by counsel. Regularly discuss, review, and direct investigation, discovery, and case strategy with counsel.
10) Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the City.

E. Reports and Procedures

1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, GH will provide City with a report pursuant to specified claims handling instructions, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, GH will report as often as warranted by any important change in status but no longer than every ninety (90) days until the claim closes unless extended diary is appropriate.
2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the GH in connection with this contract shall be City's property and constitute the GH's work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in whole or in part by or for the City is the property of GH. Additional copies of original reports, documents, and data requested by City will be at City's expense in accordance with this contract.
3) GH agrees that City have access and the right to audit and reproduce any of the GH's relevant records to ensure that the City is receiving all services to which the City is entitled under this Contract or for any purpose relating to the Contract.

F. Data

1) Utilize GH's claims management system—CXP (ClaimsXpress), or a substantially similar equivalent with comparable features and functionality. City will be provided "read-only" access to the claims system. "Read-write" access may be obtained at the City's additional expense.

2) Record all claim information including all financial data.
3) Provide City and broker Read only on-line access to the claims data system (up to five users), if desired by City.
4) Provide monthly standard loss run and check register.
5) Provide annual claims data report upon request. Written authorization and/or a Business Associate Agreement may be required for confidential information protected by HIPAA.
6) Provide assistance to City in developing customized reports when requested (may require additional charge).
7) Arrange for electronic file conversion for any open and closed claims at the direction of City.

G. Claim Review Meetings

GH shall, on a mutually agreed periodic basis, meet with City to review and discuss the City's claims inventory and claims results of specified periods and delivery of services by CLAIM ADMINISTRATOR.

H. Financial Accounting

1) Establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by the City.
2) Maintain a copy of all checks drawn by the GH to pay claims and claims related expenses.
3) Submit monthly check registers of all transactions made for the period.
4) Complete or update Attachment B "Preferred Method of Check Processing" for check processing options.
5) Approval process shall be documented in GH Client Expressed Scope of Work Standards and Instruction Form.
6) GH will provide monthly bank reconciliation reports to City for audit purposes.

I. Third Party Subrogation Services

1) GH personnel are well versed in the identification, handling, and pursuit of subrogation claims arising out of CLAIMS which are the subject of this Contract. Included within this contract, GH will perform the following functions:
2) Identify potential opportunities to recover from persons, businesses, and entities other than the City.
3) Prepare and file a claim with each identified entity.
4) As applicable, tender defense to or seek recovery from any identified entity.
5) With the assistance of counsel, prepare and file any necessary litigation required to effect the claim of recovery on behalf of the City
6) Manage litigation related to such claims made to other person, businesses or entities

J. First Party Subrogation Services

GH is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of City. GH does not handle subrogation claims with a value of less than $1000. For any claim in excess of $1,000, City may retain GH for Subrogation Services. Our services are unique to a first party loss of the City caused

by the intentional or negligent act of a third party. Such losses generally are for the recovery of damages, and may include:

1) Labor costs, fully loaded and including benefit costs, for district or other personnel responding to or in any manner providing services;
2) Services or materials provided by outside vendors or contractors;
3) Internal or external vehicle or equipment use and/or rental;
4) Materials and/or goods utilized for the repair/replacement of damaged property; and/or
5) Additional fees that may be specific to the individual entity that are provided for within district ordinances or other governing documents.

II. CLIENT EXPRESSED AUTHORITY AND LIMITATIONS

The list immediately below contains numerous services provided in this Contract for which GH requests the City expressly establish authority and/or limitations, on the ability of GH to act on behalf of the City. The City will check the appropriate box establishing the authority of GH to act or the limitation as to that authority.

INVESTIGATION:

☐ George Hills will conduct all investigations

☐ City will conduct all investigations

☒ City will direct GH on each claim as to who performs investigations

In the event the Client or other agency conducts any investigation, GH shall review for completeness.

Retention of Vendors (appraisers, translators, copy services, Independent Adjuster, IME's, Surveillance, etc.):

☒ Must be preauthorized by City

☐ Does not need preauthorization

REJECTION OF CLAIMS:

City's position regarding rejections (*e.g., if entity so dictates, a claim will be rejected for insufficiency)*. Check all that apply.

Protocols for Rejections

☒ GH needs authorization

☐ GH does not need authorization

☒ GH sends the Rejection

☐ City sends the Rejection

☐ GH sends out Denial Letter simultaneously with Rejection outlining the reason

LITIGATION:

Check all that apply.

☐ GH will handle litigated claims
- ☐ Full
- ☐ As assigned
- ☐ Check Issuance and Data Input
- ☐ Data Input only

☒ City will handle litigated claims in-house, with GH to capture data into SIMS
- ☐ City will send data to GH weekly
- ☐ City will send data to GH monthly

Mandatory Settlement Conferences

☐ GH always attends

☒ At City request only

Small Claims Actions filed against City

☐ GH always appears

☒ At City request only

Legal Counsel

☒ GH must have City authorization to refer to outside Legal Counsel

☐ GH does not need City authorization to refer to outside Legal Counsel

☐ GH must use City approved Legal Panel for Attorney selection

☒ City does not have an approved Legal Panel for Attorney selection

☐ All Litigation to be handled by City in-house Legal

☐ GH always sends Litigation Assignment packets to Legal Counsel

City specific Litigation Guidelines: ☐ Yes ☐ No

City specific Litigation Referral Form/Letter: ☐ Yes ☐ No

City specific Litigation Budget Form: ☐ Yes ☐ No

Pay fees for Experts, photocopies, medical records as: ☒ Expense ☐ Legal

EXCESS REPORTING:

☒ GH will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

☐ City will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

AUTHORITY LEVELS:

Reserve within SIR:

☐ $0.00 Other: $ (specify amount)

Adjuster must seek approval from (client contact) to post indemnity reserves above authority level.

Medical Treatment:

☐ Medical Authorizations should only be sent to the claimant once liability is determined to be adverse to the City.

☐ Medical Authorizations should go out as soon as it is determined that a BI claim is being pursued.

CLAIMS EXCEEDING SIR:

☐ GH stops tracking activity once the SIR has been reached.

☒ GH will continue to track all activity at and/or above the SIR. The Excess JPA/Carrier will provide GH with activity documentation above the SIR.

☐ GH will reserve to Full Value and track recoveries.

THIRD PARTY SUBROGATION SERVICES:

☐ GH is authorized to initiate third party subrogation claims on behalf of City

☒ GH must obtain authorization to initiate third party subrogation claims on behalf of City.

FIRST PARTY SUBROGATION SERVICES:

☐ City elects to incorporate the first party subrogation services of GH into the contract

☒ City authorizes GH to initiate first party subrogation claims on behalf of City

☐ City agrees to the additional compensation payable to GH for its first party subrogation services as follows:

GH shall be entitled to _____% of the gross recovery for each claim initiated by GH through its first party subrogation efforts.

☒ City agrees to the terms and conditions stated in Attachment B, Subrogation Services.

EXHIBIT "B"
FEE SCHEDULE

The following compensation, fees and expenses, shall be paid in consideration for the services provided by Consultant as described in this Agreement to Perform Professional Services under Article 5 – Payments to Consultant, which has been agreed to, including claims activity. This section shall remain in force and services provided during the term of this Contract, unless otherwise amended by the parties.

The amounts to be paid pursuant to this Agreement are detailed in two distinct areas of services:

First, under subsection 1) below, "Fees for Claims Administration Services"; and

Second, under subsection 2) below, "Reimbursable Costs and Expenses" which specifically relate to provision of claims handling services which is the subject of this Contract.

The fees and expenses/costs will be billed together monthly in our standard invoice format. Additionally, if the City elects any optional services identified in this section, such as First Party Subrogation Services or any of the identified Optional Services, such agreed upon additional amounts will also be billed together monthly where applicable.

1) **Fees for Claims Administration Services**

   Client agrees to pay a fixed fee of $69,000 per year for the first year of its engagement with GH, in exchange for the claim administration and handling services described in this Agreement and the Exhibits hereto.

   The fixed fee is a base fee and subject to re-evaluation in the event that the claim volume increases or decreased by more than 10%. The City agrees that the base number of claims is 70.

2) **Reimbursable Costs and Expenses**

   a. **Annual Administration Fee:** City agrees to pay an annual administration fee of $10,000 which is billed annually at the beginning of the Agreement period and thereafter upon the anniversary of the Agreement.

   b. **Mileage – Adjuster**: Mileage is paid at the IRS rate.

   c. **MMSEA**: There is a $500 annual reporting fee which is paid directly to ExamWorks, for the performance of CMS reporting.

   d. **Adjuster Travel Expenses:** GH will separately charge for any travel expenses in connection with attendance at mediations, settlement conferences, trials, etc. This will be subject to prior approval and that actual

expenses with no mark-ups will be submitted with receipts on a monthly basis.

e. **System Access Fee:** Access to the claims management information system, "CMIS", carries a cost of $1,500 annually. That cost is included in the annual administration fee and includes the setup and management of up to five (5) "read only" user accounts. "Read/write" access to the system can be obtained for an additional fee.

f. **iMetrics Report Fee**: There will be no charge for our iMetrics business intelligence reports with executive in-person debriefs.

g. **Custom Reports**: Additional charges for custom reporting shall be defined as, requiring a third-party programmer for three hours or more and is client specific.

h. **Catastrophic Fees**: GH recognizes that there are events that are unanticipated and catastrophic. When such events occur, it requires additional hours for the handling of such claims. As such, to preserve the quality and efficiency of service for which we are known, GH proposes that should any one catastrophic event occur resulting in five or more claimants, or two or more claimants with their own defense counsel, City shall be billed at the current hourly rate for all services. Catastrophic Fees under this section only apply to City's which have selected a "Fixed Fee" or "Time and Expense with a cap" payment options.

i. **3% Annual Escalator**: All GH pricing options under this Contract are subject to an automatic annual increase of 3%. This annual increase shall take effect upon each anniversary of the Contract effectiveness date. .

j. **General File**: A general administrative file shall be established and maintained to track effort related to services necessary to fulfill our contractual obligations and not otherwise associated with a claim.

k. **Paper Files**: GH is prepared to take the lead to arrange for all services relating to conversion storage, copying, scanning, shipping, and disposal. GH will provide you a quote for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.

3) First Party Subrogation Services And Fees

GH is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of City. GH does not handle subrogation claims with a value of less than $1000. For any claim in excess of $1,000, and with prior written consent from City, GH shall initiate its Subrogation Services as described more fully in Attachment A,

Scope of Services and Client Expressed Authority and Limitations as well as Attachment A-1, Subrogation Agreement. Our services are unique to a first party loss of the City caused by the intentional or negligent act of a third party. City will pay a Subrogation Fee in the amount of 30% for each and every recovery obtained.

4) Optional Services

a. Legal Services and Consultation (Optional and upon written request):

GH employs in-house General Counsel which have vast experience in claims and litigation handling for all claims which are, or could be, subject to this agreement. GH offers the services of its attorneys as an additional resource for GH clients, on a time and expense basis, as follows:

i. Litigation Management: $175.00 per hour
These services include the oversight of all assigned GH claims adjusters and monitoring and handling of "watch list" claims (highest exposure, most complex litigation). These services are also available on a claim by claim basis in support of the Lead Adjuster assigned due to the complexity of the claims.

ii. Monitoring Counsel: $175.00 per hour
This case specific service includes evaluating coverage issues, monitoring claim and litigation strategy, analyzing liability and damage issues, participating in discussions regarding resolution by trial or settlement, and controlling costs.

iii. Outside General and Special Counsel: $175.00 per hour
These services include confidential analysis and problem solving for managing risk and avoiding unnecessary litigation and provides immediate access to legal advice This includes identifying coverage issues, providing input and assistance on Public Records Act Requests, tort claim handling and strategy, conflicts of interest, oversight of outside litigation counsel and providing legal opinions on potential and active litigation.

iv. Trial/Mediation/Board Meetings Attendance: $175.00 per hour
These services include attending Board Meetings, trial, mediation, and other court hearing attendance including appearing before Courts of Appeal. Analysis and consultation provided before, during and after these significant litigation events can reduce exposure and maximize opportunities for resolution.

v. Legal Training and Seminars: $175.00 per hour
These services include providing customized seminars and training upon request. Subject areas include memorandums of coverage, all aspects of risk management, claims handling and litigation, employment

law and general liability claims. Courses are customized to address the client's specific needs.

vi. Professional and Financial Services: $175.00 per hour
As related to risk management and loss prevention in alignment with the scope of services.

NOTE: These services are traditionally Time and Expense, however an annual fee can be considered.

I. PAYMENT SCHEDULE

GH will submit its invoices to City, and payment of undisputed amounts shall be made by City, within a reasonable period of time, not to exceed thirty (30) days from the date of the invoice.

II. ELECTRONIC FUNDS TRANSFER OR DIRECT DEPOSIT

GH has determined that the most efficient and secure default form of payment for goods and/or services provided under Contract with City shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by both GH and City and agreed to in writing.

GH will submit a direct deposit authorization request via to City with banking and vendor information, and any other information that the City determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

At any time during the duration of the Contract, GH may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and GH will explain why the payment method designated by the City is not feasible and an alternative is necessary.

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

__X__ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

GEORGE HILLS CO. INC.

By: JE Chaquica
John E. Chaquica, CEO

Date: 7/5/22

City Council Meeting **L. 2.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Introduction of Ordinance No. 2979 amending Chapter 5.04 of the Redlands Municipal Code relating to Business Licenses (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council deems it appropriate, staff recommends the following motion:

I move to introduce Ordinance No. 2979.

RECOMMENDATION:

Staff recommends that Council introduce Ordinance No. 2979 amending Chapter 5.04 of the Redlands Municipal Code, standardizing business license payment schedules to align with the calendar year and clarifying ambiguous language.

DISCUSSION:

The City's Municipal Code currently outlines the procedures for businesses to apply for a business license. However, the existing language in certain sections has caused confusion and inconsistency regarding eligible professions and renewal dates. This ordinance seeks to address these issues by clarifying ambiguous language, aligning renewal periods with the calendar year to match the gross receipt schedule, and ensuring clear communication to promote a more efficient process.

1. Clarification and Revision of Ambiguous Language

Current Process: In its current form, the language in Chapter 5.04.130 of the City’s Municipal Code is ambiguous and specific terms are not well-defined and this has created confusion among business owners regarding what is required to obtain or renew a business license. Businesses with unique licensing

requirements have struggled to interpret the code, leading to delays and inconsistent application of rules.

Amendment: The revised language will provide clearer definitions for eligible professions and businesses, establish specific application guidelines, and use plain language to ensure the process is accessible and easy to understand for all business owners.

2. Revision of Due Dates to Align with Calendar Year

Current Process: Under the current ordinance, business licenses are subject to a renewal period based on the City's fiscal year. This system can be cumbersome for businesses, especially those that operate on a calendar-year basis. For example, business owners who begin operations or file taxes at the start of the calendar year may face conflicting timelines for licensing and taxation, causing confusion and estimated gross receipts.

Amendment: The new ordinance shifts business license due dates and gross receipt earnings to be reported on a calendar-year basis, January 1st to December 31st. This will align our annual business licensing and expiration dates with gross receipts schedules for tax reporting purposes. By harmonizing these processes, the City aims to simplify reporting requirements, making it easier for businesses to comply with both licensing and tax regulations without navigating different timelines.

3. Overall Impact of the Changes

These changes are designed to enhance the business licensing process by aligning renewal deadlines with the calendar year reporting of gross receipts, promoting consistency and clarity. Improved language and streamlined requirements will foster a more cohesive process, reduce confusion, and increase compliance.

ALTERNATIVES:

The City Council may choose to reject, modify, or table the proposed ordinance.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Whitney Mesna, Administrative Analyst

Fiscal Impact

Fiscal Year: FY 24/25

Discussion:

There is no fiscal impact associated with this action. There will be no change to the business license rates.

Attachments

Ordinance No. 2979 Legislative

Ordinance No. 2979 Clean

ORDINANCE NO. 2979

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 5.04 (BUSINESS TAXES, LICENSES AND REGULATIONS) OF THE REDLANDS MUNICIPAL CODE RELATING TO ANNUAL AND SEMIANNUAL BUSINESS LICENSES.

WHEREAS, Chapter 5.04 (Business Taxes, Licenses and Regulations) of the Redlands Municipal Code sets forth regulations related to the issuance of business licenses and the schedule of payment of business license fees; and

WHEREAS, Ordinance No. 2979 would amend Chapter 5.04 of the Redlands Municipal Code to align due dates for the payment of business license fees with the calendar year rather than fiscal year and clarifying ambiguous language.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. The table set forth in Chapter 5.04, titled "BUSINESS LICENSES GENERALLY," is hereby amended as to Section 5.04.410 to read as follows:

"5.04.410: PAYMENT; ANNUAL WHEN UNSPECIFIED"

Section 2. Chapter 5.04, titled "BUSINESS LICENSES GENERALLY," Section 5.04.130 is hereby amended to read as follows:

"5.04.130: EXEMPTION UNDER FEDERAL OR STATE LAW:

Nothing in this chapter or chapter 5.08 of this title contained shall be deemed or construed as applying to any person, firm, or corporation conducting, managing or carrying on or engaged in any business or occupation exempt from taxation by municipal corporations by virtue of the constitution and laws of the United States or of the state of California. ~~(Prior code § 2121)~~ However, such businesses exempt from taxation pursuant to this section, are required to obtain a city business license."

Section 3. Chapter 5.04, titled "BUSINESS LICENSES GENERALLY," Section 5.04.390 is hereby amended to read as follows:

"5.04.390: PAYMENT; ANNUAL DUE DATE:

All annual license fees shall become due and payable ~~in advance on July 1~~ January 1 each year, unless otherwise provided. The annual license period is defined as the ~~fiscal~~ calendar year January through December." ~~July 1 through June 30~~.

Section 4. Chapter 5.04, titled "BUSINESS LICENSES GENERALLY," Section 5.04.400 is hereby amended to read as follows:

"5.04.400: PAYMENT; SEMIANNUAL DUE DATE:

All semiannual license fees shall become due and payable on ~~in advance on July 1 and~~ January ~~-~~1 and July 1~~1~~ of each year, unless otherwise provided. Semiannual license periods are defined as the periods ~~July 1 through December 31 and~~ January 1 through June 30 and July 1 through December 31 of each ~~fiscal~~ calendar year."

Section 5. Chapter 5.04, titled "BUSINESS LICENSES GENERALLY," Section 5.04.410 is hereby amended to read as follows:

"5.04.410: PAYMENT; ~~SEMI~~ANNUAL WHEN UNSPECIFIED:

All licenses in this chapter and chapter 5.08 of this title unspecified are payable ~~semiannually~~ annually. ~~on January 1 and July 1~~ unless otherwise provided."

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 7. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City and thereafter this ordinance shall take effect as provided by law.

ATTEST:

Mario Saucedo, Mayor

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the 4th day of March, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Jeanne Donaldson, City Clerk

ORDINANCE NO. 2979

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 5.04 (BUSINESS TAXES, LICENSES AND REGULATIONS) OF THE REDLANDS MUNICIPAL CODE RELATING TO ANNUAL AND SEMIANNUAL BUSINESS LICENSES.

WHEREAS, Chapter 5.04 (Business Taxes, Licenses and Regulations) of the Redlands Municipal Code sets forth regulations related to the issuance of business licenses and the schedule of payment of business license fees; and

WHEREAS, Ordinance No. 2979 would amend Chapter 5.04 of the Redlands Municipal Code to align due dates for the payment of business license fees with the calendar year rather than fiscal year and clarifying ambiguous language.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. The table set forth in Chapter 5.04, titled "BUSINESS LICENSES GENERALLY," is hereby amended as to Section 5.04.410 to read as follows:

"5.04.410: PAYMENT; ANNUAL WHEN UNSPECIFIED"

Section 2. Chapter 5.04, titled "BUSINESS LICENSES GENERALLY," Section 5.04.130 is hereby amended to read as follows:

"5.04.130: EXEMPTION UNDER FEDERAL OR STATE LAW:

Nothing in this chapter or chapter 5.08 of this title contained shall be deemed or construed as applying to any person, firm, or corporation conducting, managing or carrying on or engaged in any business or occupation exempt from taxation by municipal corporations by virtue of the constitution and laws of the United States or of the state of California. However, such businesses exempt from taxation pursuant to this section, are required to obtain a city business license."

Section 3. Chapter 5.04, titled "BUSINESS LICENSES GENERALLY," Section 5.04.390 is hereby amended to read as follows:

"5.04.390: PAYMENT; ANNUAL DUE DATE:

All annual license fees shall become due and payable January 1 each year, unless otherwise provided. The annual license period is defined as the calendar year January through December".

Section 4. Chapter 5.04, titled "BUSINESS LICENSES GENERALLY," Section 5.04.400 is hereby amended to read as follows:

"5.04.400: PAYMENT; SEMIANNUAL DUE DATE:

All semiannual license fees shall become due and payable on January1 and July 1 of each year, unless otherwise provided. Semiannual license periods are defined as the periods January 1 through June 30 and July 1 through December 31 of each calendar year."

Section 5. Chapter 5.04, titled "BUSINESS LICENSES GENERALLY," Section 5.04.410 is hereby amended to read as follows:

"5.04.410: PAYMENT; ANNUAL WHEN UNSPECIFIED:

All licenses in this chapter and chapter 5.08 of this title unspecified are payable annually. unless otherwise provided."

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 7. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City and thereafter this ordinance shall take effect as provided by law.

_____

ATTEST: Mario Saucedo, Mayor

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the 4th day of March, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **L. 3.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Introduction of Ordinance No. 2980 to Amend and Restate Chapter 5.08 of the Redlands Municipal Code relating to Business Licenses (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council deems it appropriate, staff recommends the following motion:

I move to introduce Ordinance No. 2980.

RECOMMENDATION:

Staff recommends that the Council introduce Ordinance No. 2980, amending Chapter 5.08 of the Redlands Municipal Code to require most businesses to apply for and pay for business licenses on a calendar-year basis, while also addressing and revising language inconsistencies between sections.

DISCUSSION:

Currently, the City's Municipal Code permits certain professions to apply for and pay business license fees on a semiannual basis. However, this semiannual licensing and renewal date creates complexity and has never been practical for operational processes. This ordinance transitions non-construction trades from a semiannual licensing schedule to an annual calendar-year schedule to ensure consistency. Nothing in this section, or the proposed changes to the Municipal Code under this chapter, will alter or change in any way the dollar amount that a business would otherwise pay to obtain a business license under the current code.

1. Annual Business License Requirement for Most Professions

Current Process: Specific businesses and professions can apply for and pay for business licenses on a semiannual basis. However, this is not a practical

approach. The business license issuance and renewal are automatically provided for an annual period, ending December 31st, if the business falls within the guidelines.

Amendment: Specified businesses and professions will now be required to apply for and pay for business licenses on an annual basis, expiring December 31st each year. This change aligns the code with current practices and clarifies licensing dates for businesses. Nothing in this section, or the proposed changes to the Municipal Code under this chapter, will alter or change in any way the dollar amount that a business would otherwise pay to obtain a business license under the current code.

Construction trades have the ability to apply semiannually to accommodate the nature of their work, as construction projects often span a variety of timeframes and can involve fluctuating workforce demands.

2. Transition to Calendar-Year Licenses

Current Process: Business Licenses are currently reporting gross receipt earnings by a fiscal year period (July 1st through the preceding year as of June 30th), which does not align with the annual licensing and expiration date of December 31st.

Amendment: The new ordinance shifts business license gross receipt earnings to be reported on a calendar-year basis, January 1st to December 31st. This will align our annual business licensing and expiration dates with gross receipts schedules for tax reporting purposes. By harmonizing these processes, the city aims to simplify reporting requirements, making it easier for businesses to comply with both licensing and tax regulations without navigating different timelines. Nothing in this section, or the proposed changes to the Municipal Code under this chapter, will alter or change in any way the dollar amount that a business would otherwise pay to obtain a business license under the current code.

3. Revision of Contradictory Language

Current Process: The language in Section 5.08.130 (Bungalow and Auto Camps) conflicts with Section 5.08.050 (Hotels, Apartment Houses, or Living Unit Rentals). These discrepancies, compounded by outdated terminology, create confusion for both businesses and staff.

Amendment: The revised language resolves inconsistencies and removes outdated terminology, resulting in clear, user-friendly language. This ensures consistent fee structures and eliminates contradictions between sections.

The proposed amendments to Chapter 5.08 of the City's Municipal Code aim to enhance clarity, consistency, and operational efficiency in the business licensing process. By transitioning most professions to an annual calendar-year licensing schedule, aligning gross receipt reporting with the calendar year, and revising

contradictory language, the ordinance simplifies compliance for businesses while ensuring practices align with current operational standards.

ALTERNATIVES:

The City Council may choose to reject, modify, or table the proposed ordinance.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Whitney Mesna, Administrative Analyst

Fiscal Impact

Fiscal Year: FY 24/25

Discussion:

There is no fiscal impact associated with this action.

Attachments

Ordinance No. 2980 Legislative

Ordinance No. 2980 Clean

ORDINANCE NO. 2980

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING AND RESTATING CHAPTER 5.08 (BUSINESS LICENSE RATES) OF THE REDLANDS MUNICIPAL CODE RELATING TO ANNUAL AND SEMIANNUAL BUSINESS LICENSE RATES.

WHEREAS, Chapter 5.08 (Business License Rates) of the Redlands Municipal Code establishes the business license rates for specified businesses in the City; and

WHEREAS, Ordinance No. 2980 would amend Chapter 5.08 of the Redlands Municipal Code to transition some semiannual licenses to annual licenses based on calendar year, and revise contradictory language; and

WHEREAS, Ordinance No. 2980 does not change any of the existing business license rates.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Redlands Municipal Code Chapter 5.08 "BUSINESS LICENSE RATES," is repealed and replaced with an amended and restated Chapter 5.08 ("Business License Rates") to read as follows:

"CHAPTER 5.08
BUSINESS LICENSE RATES

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ARTICLE I. GENERAL PROVISIONS

5.08.005: ESTABLISHMENT:

The rates of license for the businesses, trades, professions, exhibitions and occupations hereinafter named are established for and within the city as in this chapter set forth. ~~(Prior code § 2201)~~

5.08.010: RATE FOR UNDETERMINED CLASSIFICATION:

Every person, firm or corporation conducting, managing or carrying on any business of any kind in the city, and not otherwise provided for, shall pay a license fee of ~~twelve dollars ($12.00)~~twenty four dollars $24.00) ~~semi~~annually. ~~(Prior code § 2202)~~

5.08.015: CONSTITUTIONALITY; PROVISIONAL FEE:

If any article, section, sentence, clause or phrase of this chapter or chapter 5.04 of this title is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this chapter or chapter 5.04 of this title; and in the event that any license fee or classification shall be discriminatory, unreasonable, or prohibitory, and invalid, then in that event that license fee for

such business or classification thereof shall be the sum of twenty four dollars ($24.00). ~~(Prior code § 2203)~~

ARTICLE II. GROSS RECEIPTS SCHEDULE

5.08.020: GENERAL RATE BASED UPON GROSS RECEIPTS:

Every person, not otherwise licensed by other provisions of this chapter and chapter 5.04 of this title, having a fixed place of business in the city, selling, keeping for sale, goods, wares or merchandise, or any article of personal property, or who charges for services rendered, or for work or labor performed, or who conducts or carries on any line of business therein, not otherwise licensed herein, shall pay an ~~semiannual~~ annual license fee in accordance with the following schedule based on the annual gross receipts for the preceding calendar year:

At Least	But Less Than	~~Semiannual~~ Annual Fee
$ 0.00	$1,500.00	$8~~4~~.00
$1,500.00	$5,000.00	$12~~6~~.00

Five thousand dollars ($5,000.00) and over shall pay the ~~semi~~annual fee of ~~six dollars ($6.00)~~twelve dollars ($12.00) plus three dollars ($~~1.50~~3.00) for each additional five thousand dollars ($5,000.00) annual gross receipts or fraction thereof. ~~(Prior code § 2211)~~

5.08.025: ~~DUE DATE:~~ [Reserved]

~~The semiannual licenses specified in this article are due and payable on July 1 of each year. (Prior code § 2212)~~

ARTICLE III. GROSS RECEIPTS BUSINESSES

5.08.030: CLEANING AND DYEING:

For every cleaning and dyeing works, plant and place of business located within the city, where electricity, steam, gas, or water is used for the operation of machinery in connection therewith the license fee shall be based on the gross business as set forth in the schedule as per section 5.08.020 of this chapter. ~~(Prior code § 2221)~~

5.08.035: FEED AND FUEL:

Every person, firm, or corporation conducting, managing, or carrying on the business of feed and fuel store shall pay a license based on the gross business of the previous twelve (12) months as set forth in the schedule of fees in section 5.08.020 of this chapter. ~~(Prior code § 2222)~~

5.08.040: FERTILIZER:

For every person, firm, or corporation conducting, managing, or carrying on the business of selling, soliciting for the sale of, or delivering fertilizer of any kind within the city, the license fee shall be based

on the gross business of the previous twelve (12) months specified under section 5.08.020 of this chapter. ~~(Prior code § 2222.1)~~

5.08.045: FUNERAL DIRECTORS, UNDERTAKERS:

For every person, firm, or corporation conducting, managing, or carrying on the business of funeral director, embalmer, or undertaker, or the operation of ambulance service, the license fee shall be based on the gross business of the previous twelve (12) months at the rate under the proper class as set forth in section 5.08.020 of this chapter. ~~(Prior code § 2222.2)~~

5.08.050: FUMIGATING:

For every person, firm or corporation conducting, managing, or carrying on the business of fumigation, spraying or ~~sulphur~~sulfur dusting, the license fee shall be based on the gross business of the previous twelve (12) months at the rate under the proper class as set forth in section 5.08.020 of this chapter. ~~(Prior code § 2222.3)~~

5.08.055: HOTELS, APARTMENT HOUSES OR LIVING UNIT RENTALS:

Every person, firm or corporation conducting, managing or maintaining a hotel, apartment house or an activity of renting living quarters of any nature consisting of four (4) or more rental units whether or not all of the units are located on the same lot or parcel of property, not otherwise provided for in this chapter and chapter 5.04 of this title, shall pay a license tax based on the gross business receipts of the previous calendar year as set forth in the schedule of fees in section 5.08.020 of this chapter. ~~(Prior code § 2223)~~

5.08.060: ICE DELIVERY:

For every person, firm or corporation conducting, managing or carrying on the business of manufacturing or selling ice from an established place of business within the city, the license fee shall be based on the gross business of the past twelve (12) months, as set forth in the schedule of fees in section 5.08.020 of this chapter. ~~(Prior code § 2224)~~

5.08.065: LANDSCAPING:

For every person, firm or corporation conducting, managing or carrying on the business of landscaping, the license fee shall be based on the gross business of the previous twelve (12) months and at the proper rate as specified the schedule of fees in section 5.08.020 of this chapter. ~~(Prior code § 2225)~~

5.08.070: LAUNDRIES:

The rates for laundries shall be the same as those as set forth in the schedule of fees in section 5.08.020 of this chapter. ~~(Prior code § 2225.1)~~

5.08.075: SERVICE STATION:

For every person, firm or corporation conducting, managing or operating a service station, where gasoline, oil, grease, tires, batteries, accessories or any other goods, wares, merchandise or service rendered, is sold, the license fee shall be based on the gross business of the preceding twelve (12) months and according to the schedule of fees as set forth in section 5.08.020 of this chapter. ~~(Prior code § 2226)~~

5.08.080: UPHOLSTERING:

For every person, firm or corporation conducting, managing or carrying on the business of making, renovating, cleaning or recovering mattresses, or upholstering household furniture, or other articles of

personal property, the license fee shall be based on the gross business of the last twelve (12) months at the proper rate specified in the schedule set forth in section 5.08.020 of this chapter. ~~(Prior code § 2227)~~

5.08.085: COMMERCIAL STORAGE OR WAREHOUSE FACILITY:

For every person, firm, partnership, business or corporation conducting, managing or operating a business of leasing, renting or otherwise providing warehouse or storage space for compensation, for household goods, personal property, wares or merchandise of any kind, the business license tax shall be based on the gross business in the past twelve (12) months as set forth in section 5.08.020 of this chapter. ~~(Ord. 2664, § 1, 2007: prior code § 2228)~~

5.08.090: COMMISSION MERCHANT; RATE:

Every person, firm or corporation conducting, managing or carrying on the business of a commission merchant shall pay a license fee based on the gross business of the past year, according to the schedule set forth in section 5.08.100 of this chapter. ~~(Prior code § 2229)~~

5.08.095: COMMISSION MERCHANT; DEFINED:

For the purpose of this chapter and chapter 5.04 of this title, the term "commission merchant" is defined to be the business of buying or selling melons, fruit, vegetables, meat, provisions, produce, food products, drugs, medicines, jewelry, precious metals, or goods, wares, or merchandise, as a broker or agent for the owner or consignee thereof for a fee or commission, whether or not the operation of such business customarily includes that actual possession, custody or control of such goods, wares or merchandise. ~~(Prior code § 2229.1)~~

ARTICLE IV. PROFESSIONS

5.08.100: LICENSE FEE:

Every person not otherwise licensed by other provisions of this chapter and chapter 5.04 of this title, having a fixed place of business in the city, managing, conducting or carrying on or engaging in any business, profession or occupation included, but not limited to, those mentioned in section 5.08.110 of this article, shall pay an ~~semi~~annual license fee in accordance with the following schedule based on the gross receipts for the preceding calendar year:

At Least	But Less Than	~~Semia~~Annual Fee
$ 0.00	$3,000.00	$ ~~8~~16.00
$3,000.00	$5,000.00	$24~~12~~.00

Five thousand dollars ($5,000.00) and over shall pay the ~~semi~~annual fee of ~~twelve dollars~~twenty four ($24~~12~~.00) plus ~~three dollars seventy five cents~~seven dollars and fifty cents ($~~3.75~~7.50) for each additional two thousand five hundred dollars ($2,500.00) annual gross receipts or fraction thereof. ~~(Prior code § 2231)~~

5.08.105: NO FIXED PLACE OF BUSINESS:

For every person not having a fixed place of business in the city who would otherwise be licensed under section 5.08.100 of this article, the license fee shall be ~~twenty~~ forty dollars ($40~~20~~.00) ~~semi~~annually. ~~(Prior code § 2231.1)~~

5.08.110: ENUMERATION:

The licenses provided for in this article shall be paid by every person engaged in the following business, profession or occupation:

Accountant.

Architect.

Attorney at law.

Auditor.

Bond broker.

Bookkeeper.

Chemist.

Chiropodist.

Chiropractor.

Civil, electrical, chemical or structural engineer.

Decorator, interior.

Dentist.

Laboratory technician.

Lending firm.

Loan broker.

Oculist.

Optician.

Optometrist.

Osteopath.

Personnel consultant.

Physician.

Public stenographer.

Security broker.

Stockbroker.

Surgeon.

Veterinarian.

and every person carrying on or engaged in the business of treating, curing, administering, or giving treatment to the sick, wounded, infirm by any method or pursuant to any doctrine or system, and whether medicine is used or prescribed or not, and where a fee or compensation is received or charged, or donations made therefor. ~~(Prior code § 2232)~~

5.08.115: ~~DUE DATE:~~ [Reserved]

~~The semiannual licenses specified in this article are due and payable on January 1 and July 1 each year. (Prior code § 2233)~~

5.08.120: REALTORS:

For every real estate broker, firm or salesman, a ~~semi~~annual license as set forth in section 5.08.100 of this chapter shall be required. ~~(Prior code § 2234)~~

5.08.125: [Reserved]~~SIX MONTH MINIMUM:~~

~~No license fee shall be accepted by the city's finance director or the director's designee under any of the provisions of article III of this chapter and this article IV for a period of less than six (6) months; and no license shall be issued under any of such provisions for a period of time of less than six (6) months. (Ord. 2718 § 9, 2009)~~

~~ARTICLE V. SEMIANNUAL RATES~~

5.08.130: ~~BUNGALOW AND~~ AUTO CAMPS~~COURTS~~:

For every person, firm or corporation engaged in the renting of ~~auto courts~~, auto camps, ~~or rooming houses~~ with five (5) or more rentals, not to include the sale of merchandise, the license shall be ~~seven dollars fifty cents~~fifteen dollars ($15.00~~7.50~~) ~~semi~~annually. ~~(Prior code § 2241)~~Each rental in excess of five (5), at the rate of three dollars ($3.00) annually.

ARTICLE V. NO FIXED PLACE OF BUSINESS RATES

5.08.135: ~~UNITS OVER FIVE:~~ [Reserved]

~~Each rental in excess of five (5), at the rate of one dollar fifty cents ($1.50) semiannually. (Prior code § 2241.1)~~

5.08.140: CANNERY:

Every person, firm or corporation conducting, managing or carrying on the business of a cannery, not licensed under any other provision of this chapter and chapter 5.04 of this title, the license shall be twenty five dollars ($25.00) semiannually. ~~(Prior code § 2241.2)~~

5.08.145: COMMERCIAL ART; SEASONAL:

Every person, firm or corporation operating exclusively in the activity of decorating with impermanent materials, seasonal displays or murals having an intended use of not more than sixty (60) days shall pay a semiannual license tax of fifteen dollars ($15.00). ~~(Prior code § 2241.3)~~

5.08.150: CONSTRUCTION GENERALLY:

Every builder, constructor, contractor, subcontractor, land developer or self-employed person conducting, managing or carrying on the business of construction work in the city shall pay a license tax or taxes as specified in sections 5.08.155 through 5.08.185 of this article, solely for raising revenue for municipal purposes and not in any way intended as regulation. ~~(Prior code § 2242)~~

5.08.155: BUILDER, LARGE OPERATION:

For every person, firm or corporation conducting, managing or carrying on the business of constructing, repairing, altering, or adding to any houses, buildings, or structures, or maintaining the general supervision of the construction of any houses, buildings or structures, or is licensed by the state as a general contractor or general engineering contractor, the license shall be fifty dollars ($50.00) semiannually. ~~(Prior code § 2242.1)~~

5.08.160: ELECTRICAL:

For every person, firm or corporation conducting, managing, or carrying on the business of electric wiring, engaged in the business of installing electric wires or electric lighting, heating fixtures or refrigeration, or similar construction activity, or constituting a master electrician within the meaning of the electric code of the city, bidding or submitting a bid for any electrical work, the license shall be twenty five dollars ($25.00) semiannually. ~~(Prior code § 2242.2)~~

5.08.165: PLUMBING, PLASTERING, MASONRY:

For every person, firm or corporation conducting, managing or carrying on the business of plumbing, plumbing and heating combined, lathing or plastering, drywall or drywall and painting combined, cement, concrete, masonry or brick work, cesspool or septic tank construction, paving, surveying, sewer work, swimming pool construction, sandblasting, or similar construction activity, bidding or submitting a bid for any of the same, the license shall be twenty five dollars ($25.00) semiannually. ~~(Prior code § 2242.3)~~

5.08.170: ROOFING, SHEET METAL, FURNACE, VENTILATING:

For every person, firm or corporation conducting, managing or carrying on the business of installing furnaces, sheet metal work, roofing, siding, heating or air conditioning, steam fittings or boilers, evaporative coolers, or similar construction activity, bidding or submitting a bid for any of the same, the license shall be twenty five dollars ($25.00) semiannually. ~~(Prior code § 2242.4)~~

5.08.175: SUNDRY CONSTRUCTION WORK:

For every person, firm or corporation conducting, managing or carrying on any of the businesses enumerated in section 5.08.180 of this article, bidding or submitting a bid for any of the same, the license shall be twenty five dollars ($25.00) semiannually. ~~(Prior code § 2242.5)~~

5.08.180: CONSTRUCTION ACTIVITIES ENUMERATED:

The license tax provided for herein shall be paid by every person engaged in the business of installing, fabricating, performing, maintaining, servicing or applying the following:

Awnings.

Cabinets.

Carpentry.

Cesspool cleaning.

Chemical flameproofing.

Chemical toilets.

Door hanging.

Elevators.

Equipment and fixtures.

Excavating.

Fencing.

Flooring.

Glass.

Glazing.

Grading.

Insulation.

Interior decorating.

Iron work.

Landscaping.

Lawn sprinklers.

Marble.

Millwork.

Ornamental metal.

Painting.

Pest control, commercial.

Sewer line cleaning.

Signs: electric, neon, painted.

Steel: reinforcing, structural.

Tile: acoustical, asphalt, ceramic, drainboard, metal, ornamental.

Trenching.

Venetian blinds.

Wallpapering.

Weather stripping.

Well digging.

Well drilling.

Wind machines.

Window shades. ~~(Prior code § 2242.51)~~

5.08.185: CONSTRUCTION ACTIVITIES NOT ENUMERATED:

For every person, firm or corporation conducting, managing, or carrying on any other line of construction business not herein mentioned, bidding or submitting a bid therefor, not otherwise licensed, the license shall be twenty five dollars ($25.00) semiannually. ~~(Prior code § 2242.6)~~

5.08.190: WHEN LICENSED UNDER TWO OR MORE SECTIONS:

For every person, firm or corporation conducting, managing or carrying on a business, the operation of which requires licenses provided for herein under two (2) or more subsections within section 5.08.150 of this article, maximum fee fifty dollars ($50.00) semiannually. ~~(Prior code § 2242.7)~~

5.08.195: INITIAL LICENSE; ANNUAL:

New or initial licenses issued under the provisions of section 5.08.150 of this article shall be for the annual period to expire at the end of the next succeeding semiannual license period and at a fee twice the respective semiannual license prescribed. ~~(Prior code § 2242.8)~~

5.08.200: DELINQUENCY, RENEWAL, NEW OR INITIAL LICENSE:

Licenses issued under the provisions of section 5.08.150 of this article when delinquent and ~~may not be renewed but shall be deemed new or initial and subject to the provisions of section 5.08.195 of this article; provided, that~~ when the business activities within the city by the licensee have been continuous throughout the delinquency the license may be renewed by payment of the semiannual license tax and penalty. ~~(Prior code § 2242.9)~~

5.08.205: DOG KENNELS; RATE:

For every person conducting, managing or carrying on a dog kennel business where dogs are boarded or bred for sale, the license shall be six dollars ($6.00) semiannually. ~~(Prior code § 2243)~~

5.08.210: DOG KENNELS; NO OTHER LICENSE REQUIRED:

Where the dogs of any kennel are held entirely under restraint, no other fee or license under any ordinance of the city shall be required. ~~(Prior code § 2243.2)~~

5.08.215: EMPLOYMENT BUREAU; RATE:

Every person, firm or corporation conducting, managing or carrying on the business of employment bureau, the license fee shall be twelve dollars ($12.00) semiannually. ~~(Prior code § 2244)~~

5.08.220: EMPLOYMENT BUREAU; DEFINED:

For the purpose of this chapter and chapter 5.04 of this title, the term "employment bureau" is defined as the business of securing employment for any person or persons for a fee or compensation of any kind or

furnishing information regarding situations or employment for a fee or compensation. ~~(Prior code § 2244.1)~~

5.08.225: HOUSE MOVING; RATE AND PERMIT FEE:

Every person, firm or corporation conducting, managing, carrying on, or engaged in the business of house moving, salvaging or house wrecking shall pay a license fee of twelve dollars ($12.00) semiannually. ~~(Permit for each building moved, $10.00.) (Prior code § 2245)~~

5.08.230: HOUSE MOVING; LICENSE PREREQUISITE FOR STREET USE:

It shall be unlawful for any person except a house mover duly licensed by the city, to move any building over, across, or along any street or public place in the city. ~~(Prior code § 2245.1)~~

5.08.235: HOUSE MOVING; PERMIT PREREQUISITE TO MOVING:

It is unlawful for any person to move any building over, across or along any street or other public place in the city, without first obtaining a permit from ~~the~~ the appropriate departments. ~~street superintendent so to do and for which he shall pay to the street superintendent a fee of ten dollars ($10.00)~~. ~~(Prior code § 2245.2)~~

5.08.240: HOUSE MOVING; FORM OF PERMIT:

Such permit shall specify the building to be moved and the route to be taken in the moving thereof which shall be designated by ~~the~~ the appropriate departments ~~street superintendent~~. ~~(Prior code § 2245.3)~~

5.08.245: MANUFACTURERS, PROCESSORS AND MILLERS:

Every person, firm or corporation conducting, managing, or carrying on a business consisting mainly of manufacturing or processing goods, wares or merchandise or a milling operation, together with every other association of persons maintaining a place of business wherein the products of its members are received and prepared for shipment or sale, not otherwise especially licensed by any other section of this chapter and chapter 5.04 of this title, the annual gross receipts of such business for the calendar year preceding which a license tax is due amounts to less than one hundred thousand dollars ($100,000.00) shall pay the semiannual tax of fifteen dollars ($15.00), one hundred thousand dollars ($100,000.00) and over shall pay the semiannual tax of fifteen dollars ($15.00) plus one dollar twenty five cents ($1.25) for each additional ten thousand dollars ($10,000.00) annual gross receipts or fraction thereof. ~~(Prior code § 2246)~~

5.08.250: NEWSPAPERS:

For every person, firm or corporation engaged in printing and publishing of any newspaper within the city, or for every agency for any newspaper not printed and published in the city, the license fee shall be nine dollars ($9.00) semiannually. ~~(Prior code § 2246.1)~~

5.08.255: PACKINGHOUSE:

For every fruit packinghouse, buying, packing, shipping, or selling citrus or deciduous fruits or melons or other similar commodities, either for their own account or that of any other person, the license shall be twenty five dollars ($25.00) semiannually. ~~(Prior code § 2247)~~

5.08.260: PEDDLING; FISH AND MEAT:

For every peddler of fish or meat, from house to house by means of wagon, truck, vehicle, tray or basket, after permission has been secured from the city meat inspector, the license shall be twelve dollars ($12.00) semiannually. ~~(Prior code § 2247.1)~~

5.08.265: PEDDLING; FOOD PRODUCTS:

Every person, firm or corporation conducting, managing or carrying on the business of selling or offering for sale, bread, pastries, food products, or any other goods, wares, or merchandise by wagon, truck, vehicle, tray, or basket and not licensed under any section of this chapter and chapter 5.04 of this title, for each such wagon, truck, vehicle, tray or basket, the license shall be twelve dollars ($12.00) semiannually. ~~(Prior code § 2247.2)~~

5.08.270: PEDDLING; MERCHANDISE:

Every person, firm or corporation selling or offering for sale, gasoline, oil, grease, tires, tubes, batteries, goods, wares, or merchandise from wagons, trucks, tankers or other vehicles, and not licensed under any other provision of this chapter and chapter 5.04 of this title, the license shall be twelve dollars ($12.00) semiannually. ~~(Prior code § 2247.3)~~

5.08.275: POPCORN WAGON:

For every popcorn, peanut or lunch wagon operated on any street, or public way or place, after permission from Redlands city council, the license shall be fifty dollars ($50.00) semiannually. ~~(Prior code § 2247.4)~~

5.08.280: READY CUT HOUSES:

For every person, firm or corporation selling, offering for sale, or contracting for the sale of ready cut buildings, the license fee shall be fifty dollars ($50.00) semiannually. ~~(Prior code § 2247.5)~~

5.08.285: ROLLER OR ICE SKATING RINK:

For every person, firm or corporation conducting or operating a roller or ice skating rink, the license fee shall be twenty five dollars ($25.00) semiannually. ~~(Prior code § 2247.6)~~

5.08.290: TREE SURGERY, TOPPING AND TRIMMING:

For every person, firm or corporation conducting, managing or carrying on the business of tree surgery, topping or trimming, the license tax shall be twelve dollars ($12.00) semiannually. ~~(Prior code § 2247.7)~~

5.08.295: TRANSPORTATION OF PASSENGERS:

For every person, firm or corporation conducting, managing or carrying on the business of auto livery, bus, taxi, cab, or other vehicle, for the transportation of passengers for hire, license for four (4) vehicles or less, twenty dollars ($20.00) semiannually and five dollars ($5.00) semiannually for each additional vehicle. ~~(Prior code § 2248)~~

5.08.300: TRANSPORTATION OF BAGGAGE OR GOODS:

For every person, firm or corporation operating or carrying on the business of driving any automobile, truck or other vehicle for transportation of baggage, express, freight, household goods, materials, goods, wares, or merchandise, and receiving compensation, either directly, or indirectly for such operation, shall pay a license fee of twenty dollars ($20.00) semiannually for the first vehicle and seven dollars fifty cents ($7.50) semiannually for each additional vehicle. ~~(Prior code § 2248.1)~~

5.08.305: JANITORIAL SERVICES:

Every person, firm or corporation conducting, managing or carrying on the business of window washing, commercial janitorial services, building or house renovating not otherwise provided, shall pay a license tax of twelve dollars ($12.00) semiannually. ~~(Prior code § 2249)~~

ARTICLE VI. DAILY RATES

5.08.310: AMUSEMENTS, TRANSIENT:

For every traveling rope, wire, dancing, magic, legerdemain, game, and all traveling shows, theatrical or vaudeville exhibitions, showing in a tent or tents, on the street, or other places, where the public is invited, an admission charged, or contributions solicited (after permission granted by chief of police or license collector), the license shall be six dollars ($6.00) per day. ~~(Prior code § 2251)~~

5.08.315: AUCTIONEER; RATE:

For every auctioneer or person engaged in the auctioning of goods, wares, or merchandise, not otherwise provided for, the license shall be ten dollars ($10.00) per day. ~~(Prior code § 2253)~~

5.08.320: AUCTIONEER; EXEMPTION FOR ESTABLISHED MERCHANT OR REALTOR:

Section 5.08.315 of this article shall not apply to persons auctioning goods, wares or merchandise of a regularly established merchant nor the real estate nor personal property of a resident of the city. ~~(Prior code § 2253.1)~~

5.08.325: EXEMPTION FOR OFFICIAL SALES:

No such license shall be required for selling any goods, at public sale belonging to the United States or the state of California, or for the sale of property by virtue of process issued by any state or federal court or of the assets of the estate of a decedent. ~~(Prior code § 2253.2)~~

5.08.330: AUCTIONS:

For every auction, the license tax and the regulations thereof shall be the same as those set forth and provided in chapter 5.44 of this title. ~~(Prior code § 2254)~~

5.08.335: CARNIVAL; RATE:

For every person owning, maintaining, conducting or presenting a carnival, as defined herein, in the city, after having first obtained a permit so to do from the city council, the following license fee shall be charged and collected in advance: fifty dollars ($50.00) per day, and an additional fee or charge of five dollars ($5.00) per day for each and every separate show, attraction, or exhibition carried on by such person conducting such carnival after special permit has been granted. ~~(Prior code § 2255)~~

5.08.340: CARNIVAL; DEFINED:

For the purpose of this chapter and chapter 5.04 of this title, the word "carnival" shall be held to mean and include any group of attractions, such as ball games, dice games, whips, ferris wheels, or other riding devices, freaks, dancing shows, minstrels, or any other like entertainment or game for which a charge is made for playing or participating therein. ~~(Prior code § 2255.1)~~

5.08.345: CARNIVAL; SINGLE OR MULTIPLE OWNERSHIP PROVISIONS:

If the group of attractions as mentioned herein is owned or conducted by any one person, or if any one or more of the group of attractions, as mentioned herein, is owned by different persons exhibiting or showing the attraction at the same time, in each instance the group of attractions, shall for the purpose of this chapter and chapter 5.04 of this title, be considered a carnival. ~~(Prior code § 2255.2)~~

5.08.350: CIRCUS:

For every circus, menagerie, acrobatic performance, or exhibition of trained animals connected by or showing with other attractions:

A. One-ring circus, fifty dollars ($50.00) per day;

B. Two-ring circus, one hundred dollars ($100.00);

C. Three- or more ring circus, one hundred fifty dollars ($150.00) per day. ~~(Prior code § 2256)~~

5.08.355: TRAINED ANIMALS EXHIBITION:

For every exhibition of trained animals without such other attractions, the license shall be five dollars ($5.00) per day. ~~(Prior code § 2256.1)~~

5.08.360: SIDE SHOW:

A. For every side show, or exhibition where admission is charged, other than in public or private halls, the license shall be five dollars ($5.00) per day.

B. After special permit has been granted. ~~(Prior code §§ 2256.2, 2256.3)~~

5.08.365: FERRIS WHEEL OR RIDING DEVICES:

For every person, firm or corporation conducting, managing or operating any ferris wheel, merry-go-round or any other riding device, the license shall be five dollars ($5.00) per day. ~~(Prior code § 2257)~~

5.08.370: PEDDLING; BADGES, BALLOONS, ETC.:

For every person selling or offering for sale:

A. Badges, balloons, banners, flags, canes, horns, or any other noisemaking instruments, or toys, notions, lead pencils, or souvenirs of any kind, the license shall be five dollars ($5.00) per day. ~~(Prior code §§ 2258, 2258.1)~~

5.08.375: PEDDLING; AGENTS AND CANVASSERS:

For every agent, canvasser, hawker or peddler or other person, other than a licensed merchant doing business in the city, not otherwise herein provided for, selling commodities, or any other articles in the city, by samples or otherwise, unless such person shall have the legal right to solicit and sell such articles by samples or otherwise under the interstate commerce law, or any other law of the national government, the license shall be four dollars ($4.00) per day. ~~(Prior code § 2258.2)~~

5.08.380: PEDDLING; OTHER GOODS:

For every person carrying on the business of peddling, either and if lawfully allowed, any goods, materials or articles other than those mentioned in any other specific section of this chapter and chapter 5.04 of this title, the license shall be four dollars ($4.00) per day. ~~(Prior code § 2258.3)~~

ARTICLE VII. PARTICULAR BUSINESS

5.08.385: BILLIARD AND POOL HALL:

For every place where billiards, pool, cards are played or other similar device, the license shall be ~~five~~ ten dollars ($10~~5~~.00) ~~semi~~annually per table. ~~(Prior code § 2261)~~

5.08.390: BOWLING:

A. For every place where bowling, skee ball are played, the license shall be twelve~~six~~ dollars ($12~~6~~.00) ~~semi~~annually per alley or device.

B. Provided that permission so to operate has been obtained from the city council. ~~(Prior code §§ 2261.1, 2261.2)~~

5.08.395: SALE OF MERCHANDISE IN BILLIARD OR POOL HALL OR BOWLING ALLEY:

The rates set out in sections 5.08.385 and 5.08.390 of this article shall not include the sale of goods, wares, or merchandise for which a license under article II of this chapter shall be required. ~~(Prior code § 2261.3)~~

5.08.400: BOXING AND WRESTLING EXHIBITION:

For every person conducting, managing or carrying on a boxing or wrestling exhibition where an admission is charged, the license shall be fifteen dollars ($15.00) per day or two hundred dollars ($200.00) semiannually after consent from the city council. ~~(Prior code § 2261.4)~~

5.08.405: CLOTHING CLUB:

For every person conducting, managing, or carrying on a clothing club by coupons, contract sales or otherwise within the city, the license shall be fifty dollars ($50.00) per month. ~~(Prior code § 2261.5)~~

5.08.410: BINGO GAMES:

For every religious, charitable, scientific, literary, educational, or prevention of cruelty to children or animal groups, the license shall be twenty five dollars ($25.00) semiannually. ~~(Prior code § 2261.6)~~

5.08.415: DANCES:

The rate of license for any person, firm or corporation conducting, managing or operating any public dance, public dance hall, or public ballroom, open to the public either by invitation or by payment of an admission fee, shall be five dollars ($5.00) per day. ~~(Prior code § 2262)~~

5.08.420: ACADEMY; DRAMATIC SCHOOL:

A. Fee: For every person, firm or corporation conducting, managing or carrying on a dramatic, art, music, dancing, painting, speech or other school, college, or studio, the license tax shall be ten dollars ($10.00) semiannually for each such school, college or studio having at any time five (5) or more students at one assembly.

B. Exemptions: Provided that this license may not apply to the public school system or a nonprofit school, college or university. ~~(Prior code §§ 2262.1, 2262.11)~~

5.08.425: JUNK COLLECTOR:

Every person conducting, managing or carrying on the business of buying, selling, or bartering secondhand goods, old rubber tires, rubber tubes, rubber hose, sacks, bottles, old iron, lead, brass, copper, or junk of any kind at a fixed place of business, shall pay a license fee based on the gross business of the past year, according to the schedule set forth in section 5.08.020 of this chapter. ~~(Prior code § 2263)~~

5.08.430: SOLICITOR:

For every person who shall solicit from house to house by wagon, truck, or any vehicle for the purchase of secondhand goods, old rubber tires, old rubber tubes, rubber hose, sacks, bottles, old iron, lead, brass, copper, or junk of any kind, shall pay a license fee of thirty dollars ($30.00) semiannually. ~~(Prior code § 2263.1)~~

5.08.435: MOTION PICTURE THEATER:

For every person, firm or corporation engaged in the business of conducting or carrying on a theater or moving picture show at an established place of business, wholly within a permanent building constructed for theatrical purposes, there shall be an initial registration fee of one thousand five hundred dollars ($1,500.00) to be paid at once only by each theater and in addition thereto the regular annual license fee based on the annual gross business of such theater as set forth in the schedule in section 5.08.020 of this chapter. ~~(Prior code § 2264)~~

5.08.440: OPEN AIR, TENT SHOW:

For every person engaged in the business of conducting an open air, or tent motion picture show, at a temporary location, the license shall be six dollars ($6.00) per day. ~~(Prior code § 2264.1)~~

5.08.445: PAWNBROKER; RATE:

For every person conducting, managing or carrying on the business of pawnbroker, the license shall be fifty dollars ($50.00) semiannually. ~~(Prior code § 2265)~~

5.08.450: PAWNBROKER; SALE OF GOODS NOT INCLUDED:

The rate set out in section 5.08.445 of this article shall not include the sale of goods, wares, or merchandise for which a license under section 5.08.020 of this chapter shall be required. ~~(Prior code § 2265.1)~~

5.08.455: PHOTOGRAPHERS:

For every photograph business, the license fee shall be based on the gross business of the last twelve (12) months and at the proper rate as specified in the schedule set forth in section 5.08.020 of this chapter. ~~(Prior code § 2266)~~

5.08.460: [Reserved]~~ARTIST SOLICITING OR CANVASSING:~~

~~For each solicitor or canvassing artist, every agent or canvasser, selling or soliciting orders for the sale of books or paintings, taking, making, enlarging or furnishing pictures or photographs of any description whatsoever, or selling or furnishing coupons or contracts for same, the license fee shall be twenty five dollars ($25.00) per month. (Prior code § 2266.1)~~

5.08.465: [Reserved]~~SALE OF SEWING MACHINES FROM FIXED PLACE OF BUSINESS:~~

~~For every person, firm or corporation selling or soliciting orders for the sale of sewing machines, sewing machine attachments, or accessories, from an established place of business within the city, the license shall be based on the gross business of the last twelve (12) months, and at the proper rate as set forth in section 5.08.020 of this chapter. (Prior code § 2267)~~

5.08.470: [Reserved]~~SALE OF SEWING MACHINES FROM VEHICLE:~~

~~For every person, firm or corporation selling or offering for sale or soliciting, orders for the sale of sewing machines, sewing machine attachments or accessories, from any wagon, truck, automobile, or any other vehicle, the license fee shall be twelve dollars ($12.00) semiannually. (Prior code § 2267.1)~~

5.08.475: SHOOTING GALLERY:

A. Fee: For every person keeping, conducting or having charge of a shooting gallery, the license shall be ~~twenty five~~fifty dollars ($~~25~~50.00) ~~semi~~annually.

B. Permit: Provided that permission so to operate has been obtained from the city council. ~~(Prior code §§ 2268, 2268.1, 2268.2)~~

5.08.480: WHOLESALERS:

Every person, firm or corporation conducting, managing or carrying on a business in which over half of the gross receipts are from selling for resale any goods, wares, or merchandise, not otherwise especially licensed by any other section of this chapter and chapter 5.04 of this title shall pay an ~~semi~~annual license fee in accordance with the following schedule:

ANNUAL GROSS RECEIPTS

At Least	But Less Than	Annual Fee
$ 0.00	$10,000.00	$12.80
$10,000.00	$15,000.00	$14.70
$15,000.00	$20,000.00	$16.60
$20,000.00	$25,000.00	$18.50
$25,000.00	$30,000.00	$20.40
$30,000.00	$35,000.00	$22.30

$35,000.00	$40,000.00	$24.20
$40,000.00	$45,000.00	$26.10
$45,000.00	$50,000.00	$28.00

~~At Least~~	~~But Less Than~~	~~Semiannual Fee~~

~~At Least~~	~~But Less Than~~	~~Semiannual Fee~~
~~$ 0.00~~	~~$10,000.00~~	~~$ 6.40~~
~~10,000.00~~	~~15,000.00~~	~~7.35~~
~~15,000.00~~	~~20,000.00~~	~~8.30~~
~~20,000.00~~	~~25,000.00~~	~~9.25~~
~~25,000.00~~	~~30,000.00~~	~~10.20~~
~~30,000.00~~	~~35,000.00~~	~~11.15~~
~~35,000.00~~	~~40,000.00~~	~~12.10~~
~~40,000.00~~	~~45,000.00~~	~~13.05~~
~~45,000.00~~	~~50,000.00~~	~~14.00~~

Fifty thousand dollars ($50,000.00) and over shall pay the ~~semi~~annual fee of ~~fourteen~~ twenty eight dollars ($~~14~~28.00) plus three~~one~~ dollars eighty~~ninety~~ cents ($3.80~~1.90~~) for each additional ten thousand dollars ($10,000.00) annual gross receipts or fraction thereof. ~~(Prior code § 2269)~~

5.08.482: DISTRIBUTION CENTER:

A. Commencing on the effective date hereof (the "effective date") for every person, firm, partnership, business or corporation conducting or managing a business consisting primarily of receiving, temporarily storing and subsequently distributing goods, wares or merchandise of any kind to wholesalers or retailers (hereinafter a "distribution center"), the business license tax shall be in the amount of ten and one-half cents per square foot of gross floor area principally devoted to such use, as calculated by the city's community development department.

B. Notwithstanding subsection A of this section, any person, firm, partnership, business or corporation which conducts a wholesale or retail business within the city and which also conducts or operates a distribution center solely in support of such wholesale or retail business shall not be subject to the distribution center business license tax established by this section.

C. Notwithstanding subsection A of this section, any person, firm, partnership, business or corporation which conducts a wholesale or retail business within the city and which also conducts or operates a distribution center in support of such wholesale or retail business and other wholesale or retail businesses located outside the city shall pay the distribution center business license tax established by this section only on the percentage of gross floor area of the distribution center principally devoted to supporting the wholesale or retail businesses located outside the city. ~~(Ord. 2936, 2022:Ord. 2664 § 2, 2007)~~

ARTICLE VIII. ADVERTISING

5.08.485: BILLBOARDS AND REAL ESTATE SIGNS:

A. Fee: For every person, firm or corporation engaged in the business of bill poster or advertising sign painting upon billboards or advertising by means of posting or otherwise affixing bills, signs, or other advertisements, the ~~semi~~annual license shall be ~~thirty seven~~seventy five dollars ~~fifty cents~~ ($75.00~~37.50~~).

B. Real Estate Signs Exempt: Provided, that nothing herein contained shall be deemed as applying to owners of real estate or their agents, in advertising their property for sale or a lease by means of billboards located thereon. ~~(Prior code §§ 2271, 2272)~~

5.08.490: CIRCULARS AND DODGERS:

For every person, firm or corporation who distributes or causes to be distributed, handbills, circulars, posters, pictures, lithographs, maps, plates, samples or other devices or advertisements of any kind, within the corporate limits of the city, the license fee shall be five dollars ($5.00) per day. ~~(Prior code § 2273)~~

5.08.495: DISTRIBUTION OF HANDBILLS TO BE IN CODE COMPLIANCE:

All such handbills, circulars, posters, pictures, lithographs, maps, plates, samples or other forms of advertising are to be distributed in accordance with the regulations of the peddling, solicitation, and distribution of advertising ordinance of the city. ~~(Prior code § 2274)~~

5.08.500: EXEMPTIONS:

No license shall be charged for distribution of matter, advertising goods, wares, or merchandise stocked by regularly licensed merchants, advertising of churches, lodges, charitable or educational institutions, public organizations, political candidates or parties or notices prescribed by law. ~~(Prior code § 2275~~)

ARTICLE IX. COIN OPERATED MACHINES

5.08.505: FEE; EXEMPTIONS:

A. Fee: Every person, firm, or corporation renting, leasing or operating a coin operated machine or similar device dispensing goods, wares, merchandise or providing a service within the city shall pay a license fee based on the gross receipts therefrom as set forth in section 5.08.020 of this chapter.

B. Exemption; Local Ownership: Machines otherwise licensed under this section, maintained together and in conjunction with a business paying a license tax based on a gross receipts schedule may be operated without payment of a coin machine license tax; provided, that the machines dispensing sanitary hygienic articles or drinking cups, towels or medicines are entirely owned and supplied by the owner or operator of the premises where installed and maintained solely for the convenience of employees, visitors and customers and not for profit to him or any other person.

C. Exemption; Nonprofit: No license under this section shall be required for the maintenance or operation of machines dispensing sanitary hygienic articles or drinking cups, towels or medicines, which machines are entirely owned and supplied by the owner or operator of the premises where installed and maintained solely for the convenience of employees, visitors and customers and not for profit to him or any other person. ~~(Prior code §§ 2281, 2281.1, 2281.2)~~

5.08.510: PROHIBITED DEVICES:

Nothing in this article shall be construed to permit the licensing, maintenance or operation of any coin operated machine which is forbidden by any state or local law or regulation or to permit the operation of any coin operated machine in such a manner as to constitute gambling or otherwise be contrary to any such state law or local regulation. ~~(Prior code § 2287)~~

5.08.515: SEIZURE FOR NONPAYMENT:

If any of the coin operated machines, devices or games licensed under this article are maintained in any store, hotel, motel, restaurant, cafe, pool hall or other commercial establishment or public place in the city, without payment of the prescribed license taxes, they may be subject to seizure by the chief of police or the city's finance director or the director's designee. Such machine or machines shall be redeemable only by the true owner thereof within a period of not exceeding sixty (60) days, upon the payment of costs to the city together with the license taxes plus penalty for the period during which such machines, devices, or games were maintained unlicensed. ~~(Ord. 2718 § 10, 2009)~~

5.08.520: REDEMPTION AND/OR SALE:

If the true owner cannot be found after reasonable inquiry, or if the owner fails to redeem, then the machine may be confiscated and sold by the city's finance director or the director's designee at the end of the sixty (60) day period, after notice by registered mail to the last known address, if any, of the owner. The proceeds of such sale shall be credited to the general fund of the city. ~~(Ord. 2718 § 11, 2009)~~

ARTICLE X. WHEEL TAX

5.08.525: RATE:

The business of running, driving or operating any automobile, automobile truck, automobile tank wagon, or any vehicle used for the transportation, selling, collection or delivery of goods, wares, merchandise or other personal property of any kind from a vehicle, either as the principal business or in connection with any other business, or of soliciting for work, labor services to be performed upon the public street in or from a vehicle, or to be performed on goods, wares, merchandise or other personal property to be taken for such purpose to plant or establishment inside or outside of the city limits of the city, an ~~semi~~annual license fee of ~~twelve~~ twenty four dollars ($~~12~~24.00) per vehicle so used in such business in the city. ~~(Prior code § 2291)~~

5.08.530: APPLICATION TO LOCAL BUSINESSES:

The provisions of this article shall not be deemed to apply to persons, firms or corporations operating such vehicles together and in conjunction with a fixed place of business within the city, for which such business a license is paid under other provisions of this chapter and chapter 5.04 of this title. ~~(Prior code § 2292)~~

5.08.535: INTENT OF TAX:

The provisions of this article are not to be construed as imposing a tax upon vehicles, but as a method of classification of business and distinguishing between those maintaining a fixed place of business in the conduct of which vehicles are used and those maintaining a business in the conduct of which vehicles are used but who do not have a fixed place of business in the city." ~~(Prior code § 2293)~~

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 3. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City and thereafter this ordinance shall take effect as provided by law.

ATTEST:

_____
Mario Saucedo, Mayor

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the 4th day of March 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Jeanne Donaldson, City Clerk

ORDINANCE NO. 2980

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING AND RESTATING CHAPTER 5.08 (BUSINESS LICENSE RATES) OF THE REDLANDS MUNICIPAL CODE RELATING TO ANNUAL AND SEMIANNUAL BUSINESS LICENSE RATES.

WHEREAS, Chapter 5.08 (Business License Rates) of the Redlands Municipal Code establishes the business license rates for specified businesses in the City; and

WHEREAS, Ordinance No. 2980 would amend Chapter 5.08 of the Redlands Municipal Code to transition some semiannual licenses to annual licenses based on calendar year, and revise contradictory language; and

WHEREAS, Ordinance No. 2980 does not change any of the existing business license rates.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Redlands Municipal Code Chapter 5.08 "BUSINESS LICENSE RATES," is repealed and replaced with an amended and restated Chapter 5.08 ("Business License Rates") to read as follows:

"CHAPTER 5.08
BUSINESS LICENSE RATES

SECTION:

Article I. General Provisions

5.08.005: Establishment

5.08.010: Rate For Undetermined Classification

5.08.015: Constitutionality; Provisional Fee

Article II. Gross Receipts Schedule

5.08.020: General Rate Based Upon Gross Receipts

5.08.025: [Reserved]

Article III. Gross Receipts Businesses

5.08.030: Cleaning And Dyeing

5.08.035: Feed And Fuel

5.08.040: Fertilizer

5.08.045: Funeral Directors, Undertakers

5.08.050: Fumigating

5.08.055: Hotels, Apartment Houses Or Living Unit Rentals

5.08.060: Ice Delivery

5.08.065: Landscaping

5.08.070: Laundries

5.08.075: Service Station

5.08.080: Upholstering

5.08.085: Commercial Storage Or Warehouse Facility

5.08.090: Commission Merchant; Rate

5.08.095: Commission Merchant; Defined

Article IV. Professions

5.08.100: License Fee

5.08.105: No Fixed Place Of Business

5.08.110: Enumeration

5.08.115: [Reserved]5.08.120: Realtors

5.08.125: [Reserved]

5.08.130: Auto Camps

Article V. No Fixed Place of Business Rates5.08.135: [Reserved]

5.08.140: Cannery

5.08.145: Commercial Art; Seasonal

5.08.150: Construction Generally

5.08.155: Builder, Large Operation

5.08.160: Electrical

5.08.165: Plumbing, Plastering, Masonry

5.08.170: Roofing, Sheet Metal, Furnace, Ventilating

5.08.175: Sundry Construction Work

5.08.180: Construction Activities Enumerated

5.08.185: Construction Activities Not Enumerated

5.08.190: When Licensed Under Two Or More Sections

5.08.195: Initial License; Annual

5.08.200: Delinquency, Renewal, New Or Initial License

5.08.205: Dog Kennels; Rate

5.08.210: Dog Kennels; No Other License Required

5.08.215: Employment Bureau; Rate

5.08.220: Employment Bureau; Defined

5.08.225: House Moving; Rate And Permit Fee

5.08.230: House Moving; License Prerequisite For Street Use

5.08.235: House Moving; Permit Prerequisite To Moving

5.08.240: House Moving; Form Of Permit

5.08.245: Manufacturers, Processors And Millers

5.08.250: Newspapers

5.08.255: Packinghouse

5.08.260: Peddling; Fish And Meat

5.08.265: Peddling; Food Products

5.08.270: Peddling; Merchandise

5.08.275: Popcorn Wagon

5.08.280: Ready Cut Houses

5.08.285: Roller Or Ice Skating Rink

5.08.290: Tree Surgery, Topping And Trimming

5.08.295: Transportation Of Passengers

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5.08.305: Janitorial Services

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5.08.320: Auctioneer; Exemption For Established Merchant Or Realtor

5.08.325: Exemption For Official Sales

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5.08.335: Carnival; Rate

5.08.340: Carnival; Defined

5.08.345: Carnival; Single Or Multiple Ownership Provisions

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5.08.490: Circulars And Dodgers

5.08.495: Distribution Of Handbills To Be In Code Compliance

5.08.500: Exemptions

Article IX. Coin Operated Machines

5.08.505: Fee; Exemptions

5.08.510: Prohibited Devices

5.08.515: Seizure For Nonpayment

5.08.520: Redemption And/Or Sale

Article X. Wheel Tax

5.08.525: Rate

5.08.530: Application To Local Businesses

5.08.535: Intent Of Tax

ARTICLE I. GENERAL PROVISIONS

5.08.005: ESTABLISHMENT:

The rates of license for the businesses, trades, professions, exhibitions and occupations hereinafter named are established for and within the city as in this chapter set forth.

5.08.010: RATE FOR UNDETERMINED CLASSIFICATION:

Every person, firm or corporation conducting, managing or carrying on any business of any kind in the city, and not otherwise provided for, shall pay a license fee of twenty four dollars $24.00) annually.

5.08.015: CONSTITUTIONALITY; PROVISIONAL FEE:

If any article, section, sentence, clause or phrase of this chapter or chapter 5.04 of this title is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this chapter or chapter 5.04 of this title; and in the event that any license fee or classification shall be discriminatory, unreasonable, or prohibitory, and invalid, then in that event that license fee for such business or classification thereof shall be the sum of twenty four dollars ($24.00).

ARTICLE II. GROSS RECEIPTS SCHEDULE

5.08.020: GENERAL RATE BASED UPON GROSS RECEIPTS:

Every person, not otherwise licensed by other provisions of this chapter and chapter 5.04 of this title, having a fixed place of business in the city, selling, keeping for sale, goods, wares or merchandise, or any article of personal property, or who charges for services rendered, or for work or labor performed, or who conducts or carries on any line of business therein, not otherwise licensed herein, shall pay an annual license fee in accordance with the following schedule based on the annual gross receipts for the preceding calendar year:

At Least	But Less Than	Annual Fee
$ 0.00	$1,500.00	$8.00
$1,500.00	$5,000.00	$12.00

Five thousand dollars ($5,000.00) and over shall pay the annual fee of twelve dollars ($12.00) plus three dollars ($3.00) for each additional five thousand dollars ($5,000.00) annual gross receipts or fraction thereof.

5.08.025: [Reserved]

ARTICLE III. GROSS RECEIPTS BUSINESSES

5.08.030: CLEANING AND DYEING:

For every cleaning and dyeing works, plant and place of business located within the city, where electricity, steam, gas, or water is used for the operation of machinery in connection therewith the license fee shall be based on the gross business as set forth in the schedule as per section 5.08.020 of this chapter.

5.08.035: FEED AND FUEL:

Every person, firm, or corporation conducting, managing, or carrying on the business of feed and fuel store shall pay a license based on the gross business of the previous twelve (12) months as set forth in the schedule of fees in section 5.08.020 of this chapter.

5.08.040: FERTILIZER:

For every person, firm, or corporation conducting, managing, or carrying on the business of selling, soliciting for the sale of, or delivering fertilizer of any kind within the city, the license fee shall be based on the gross business of the previous twelve (12) months specified under section 5.08.020 of this chapter.

5.08.045: FUNERAL DIRECTORS, UNDERTAKERS:

For every person, firm, or corporation conducting, managing, or carrying on the business of funeral director, embalmer, or undertaker, or the operation of ambulance service, the license fee shall be based on the gross business of the previous twelve (12) months at the rate under the proper class as set forth in section 5.08.020 of this chapter.

5.08.050: FUMIGATING:

For every person, firm or corporation conducting, managing, or carrying on the business of fumigation, spraying or sulfur dusting, the license fee shall be based on the gross business of the previous twelve (12) months at the rate under the proper class as set forth in section 5.08.020 of this chapter.

5.08.055: HOTELS, APARTMENT HOUSES OR LIVING UNIT RENTALS:

Every person, firm or corporation conducting, managing or maintaining a hotel, apartment house or an activity of renting living quarters of any nature consisting of four (4) or more rental units whether or not all of the units are located on the same lot or parcel of property, not otherwise provided for in this chapter and chapter 5.04 of this title, shall pay a license tax based on the gross business receipts of the previous calendar year as set forth in the schedule of fees in section 5.08.020 of this chapter.

5.08.060: ICE DELIVERY:

For every person, firm or corporation conducting, managing or carrying on the business of manufacturing or selling ice from an established place of business within the city, the license fee shall be based on the gross business of the past twelve (12) months, as set forth in the schedule of fees in section 5.08.020 of this chapter.

5.08.065: LANDSCAPING:

For every person, firm or corporation conducting, managing or carrying on the business of landscaping, the license fee shall be based on the gross business of the previous twelve (12) months and at the proper rate as specified the schedule of fees in section 5.08.020 of this chapter.

5.08.070: LAUNDRIES:

The rates for laundries shall be the same as those as set forth in the schedule of fees in section 5.08.020 of this chapter.

5.08.075: SERVICE STATION:

For every person, firm or corporation conducting, managing or operating a service station, where gasoline, oil, grease, tires, batteries, accessories or any other goods, wares, merchandise or service rendered, is sold, the license fee shall be based on the gross business of the preceding twelve (12) months and according to the schedule of fees as set forth in section 5.08.020 of this chapter.

5.08.080: UPHOLSTERING:

For every person, firm or corporation conducting, managing or carrying on the business of making, renovating, cleaning or recovering mattresses, or upholstering household furniture, or other articles of personal property, the license fee shall be based on the gross business of the last twelve (12) months at the proper rate specified in the schedule set forth in section 5.08.020 of this chapter.

5.08.085: COMMERCIAL STORAGE OR WAREHOUSE FACILITY:

For every person, firm, partnership, business or corporation conducting, managing or operating a business of leasing, renting or otherwise providing warehouse or storage space for compensation, for household goods, personal property, wares or merchandise of any kind, the business license tax shall be based on the gross business in the past twelve (12) months as set forth in section 5.08.020 of this chapter.

5.08.090: COMMISSION MERCHANT; RATE:

Every person, firm or corporation conducting, managing or carrying on the business of a commission merchant shall pay a license fee based on the gross business of the past year, according to the schedule set forth in section 5.08.100 of this chapter.

5.08.095: COMMISSION MERCHANT; DEFINED:

For the purpose of this chapter and chapter 5.04 of this title, the term "commission merchant" is defined to be the business of buying or selling melons, fruit, vegetables, meat, provisions, produce, food products, drugs, medicines, jewelry, precious metals, or goods, wares, or merchandise, as a broker or agent for the owner or consignee thereof for a fee or commission, whether or not the operation of such business customarily includes that actual possession, custody or control of such goods, wares or merchandise.

ARTICLE IV. PROFESSIONS

5.08.100: LICENSE FEE:

Every person not otherwise licensed by other provisions of this chapter and chapter 5.04 of this title, having a fixed place of business in the city, managing, conducting or carrying on or engaging in any business, profession or occupation included, but not limited to, those mentioned in section 5.08.110 of this article, shall pay an annual license fee in accordance with the following schedule based on the gross receipts for the preceding calendar year:

At Least	But Less Than	Annual Fee
$ 0.00	$3,000.00	$ 16.00
$3,000.00	$5,000.00	$24.00

Five thousand dollars ($5,000.00) and over shall pay the annual fee of twenty four ($24.00) plus seven dollars and fifty cents ($7.50) for each additional two thousand five hundred dollars ($2,500.00) annual gross receipts or fraction thereof.

5.08.105: NO FIXED PLACE OF BUSINESS:

For every person not having a fixed place of business in the city who would otherwise be licensed under section 5.08.100 of this article, the license fee shall be forty dollars ($40.00) annually.

5.08.110: ENUMERATION:

The licenses provided for in this article shall be paid by every person engaged in the following business, profession or occupation:

Accountant.

Architect.

Attorney at law.

Auditor.

Bond broker.

Bookkeeper.

Chemist.

Chiropodist.

Chiropractor.

Civil, electrical, chemical or structural engineer.

Decorator, interior.

Dentist.

Laboratory technician.

Lending firm.

Loan broker.

Oculist.

Optician.

Optometrist.

Osteopath.

Personnel consultant.

Physician.

Public stenographer.

Security broker.

Stockbroker.

Surgeon.

Veterinarian.

and every person carrying on or engaged in the business of treating, curing, administering, or giving treatment to the sick, wounded, infirm by any method or pursuant to any doctrine or system, and whether medicine is used or prescribed or not, and where a fee or compensation is received or charged, or donations made therefor.

5.08.115: [Reserved]5.08.120: REALTORS:

For every real estate broker, firm or salesman, a annual license as set forth in section 5.08.100 of this chapter shall be required.

5.08.125:[Reserved]

5.08.130: AUTO CAMPS:

For every person, firm or corporation engaged in the renting of, auto camps, with five (5) or more rentals, not to include the sale of merchandise, the license shall be fifteen dollars ($15.00) annually. Each rental in excess of five (5), at the rate of three dollars ($3.00) annually.

ARTICLE V. NO FIXED PLACE OF BUSINESS RATES

5.08.135: [Reserved]

5.08.140: CANNERY:

Every person, firm or corporation conducting, managing or carrying on the business of a cannery, not licensed under any other provision of this chapter and chapter 5.04 of this title, the license shall be twenty five dollars ($25.00) semiannually.

5.08.145: COMMERCIAL ART; SEASONAL:

Every person, firm or corporation operating exclusively in the activity of decorating with impermanent materials, seasonal displays or murals having an intended use of not more than sixty (60) days shall pay a semiannual license tax of fifteen dollars ($15.00).

5.08.150: CONSTRUCTION GENERALLY:

Every builder, constructor, contractor, subcontractor, land developer or self-employed person conducting, managing or carrying on the business of construction work in the city shall pay a license tax or taxes as specified in sections 5.08.155 through 5.08.185 of this article, solely for raising revenue for municipal purposes and not in any way intended as regulation.

5.08.155: BUILDER, LARGE OPERATION:

For every person, firm or corporation conducting, managing or carrying on the business of constructing, repairing, altering, or adding to any houses, buildings, or structures, or maintaining the general supervision of the construction of any houses, buildings or structures, or is licensed by the state as a general contractor or general engineering contractor, the license shall be fifty dollars ($50.00) semiannually.

5.08.160: ELECTRICAL:

For every person, firm or corporation conducting, managing, or carrying on the business of electric wiring, engaged in the business of installing electric wires or electric lighting, heating fixtures or refrigeration, or similar construction activity, or constituting a master electrician within the meaning of the electric code of the city, bidding or submitting a bid for any electrical work, the license shall be twenty five dollars ($25.00) semiannually.

5.08.165: PLUMBING, PLASTERING, MASONRY:

For every person, firm or corporation conducting, managing or carrying on the business of plumbing, plumbing and heating combined, lathing or plastering, drywall or drywall and painting combined, cement, concrete, masonry or brick work, cesspool or septic tank construction, paving, surveying, sewer work, swimming pool construction, sandblasting, or similar construction activity, bidding or submitting a bid for any of the same, the license shall be twenty five dollars ($25.00) semiannually.

5.08.170: ROOFING, SHEET METAL, FURNACE, VENTILATING:

For every person, firm or corporation conducting, managing or carrying on the business of installing furnaces, sheet metal work, roofing, siding, heating or air conditioning, steam fittings or boilers, evaporative coolers, or similar construction activity, bidding or submitting a bid for any of the same, the license shall be twenty five dollars ($25.00) semiannually.

5.08.175: SUNDRY CONSTRUCTION WORK:

For every person, firm or corporation conducting, managing or carrying on any of the businesses enumerated in section 5.08.180 of this article, bidding or submitting a bid for any of the same, the license shall be twenty five dollars ($25.00) semiannually.

5.08.180: CONSTRUCTION ACTIVITIES ENUMERATED:

The license tax provided for herein shall be paid by every person engaged in the business of installing, fabricating, performing, maintaining, servicing or applying the following:

Awnings.

Cabinets.

Carpentry.

Cesspool cleaning.

Chemical flameproofing.

Chemical toilets.

Door hanging.

Elevators.

Equipment and fixtures.

Excavating.

Fencing.

Flooring.

Glass.

Glazing.

Grading.

Insulation.

Interior decorating.

Iron work.

Landscaping.

Lawn sprinklers.

Marble.

Millwork.

Ornamental metal.

Painting.

Pest control, commercial.

Sewer line cleaning.

Signs: electric, neon, painted.

Steel: reinforcing, structural.

Tile: acoustical, asphalt, ceramic, drainboard, metal, ornamental.

Trenching.

Venetian blinds.

Wallpapering.

Weather stripping.

Well digging.

Well drilling.

Wind machines.

Window shades.

5.08.185: CONSTRUCTION ACTIVITIES NOT ENUMERATED:

For every person, firm or corporation conducting, managing, or carrying on any other line of construction business not herein mentioned, bidding or submitting a bid therefor, not otherwise licensed, the license shall be twenty five dollars ($25.00) semiannually.

5.08.190: WHEN LICENSED UNDER TWO OR MORE SECTIONS:

For every person, firm or corporation conducting, managing or carrying on a business, the operation of which requires licenses provided for herein under two (2) or more subsections within section 5.08.150 of this article, maximum fee fifty dollars ($50.00) semiannually.

5.08.195: INITIAL LICENSE; ANNUAL:

New or initial licenses issued under the provisions of section 5.08.150 of this article shall be for the annual period to expire at the end of the next succeeding semiannual license period and at a fee twice the respective semiannual license prescribed.

5.08.200: DELINQUENCY, RENEWAL, NEW OR INITIAL LICENSE:

Licenses issued under the provisions of section 5.08.150 of this article when delinquent and when the business activities within the city by the licensee have been continuous throughout the delinquency the license may be renewed by payment of the semiannual license tax and penalty.

5.08.205: DOG KENNELS; RATE:

For every person conducting, managing or carrying on a dog kennel business where dogs are boarded or bred for sale, the license shall be six dollars ($6.00) semiannually.

5.08.210: DOG KENNELS; NO OTHER LICENSE REQUIRED:

Where the dogs of any kennel are held entirely under restraint, no other fee or license under any ordinance of the city shall be required.

5.08.215: EMPLOYMENT BUREAU; RATE:

Every person, firm or corporation conducting, managing or carrying on the business of employment bureau, the license fee shall be twelve dollars ($12.00) semiannually.

5.08.220: EMPLOYMENT BUREAU; DEFINED:

For the purpose of this chapter and chapter 5.04 of this title, the term "employment bureau" is defined as the business of securing employment for any person or persons for a fee or compensation of any kind or furnishing information regarding situations or employment for a fee or compensation.

5.08.225: HOUSE MOVING; RATE AND PERMIT FEE:

Every person, firm or corporation conducting, managing, carrying on, or engaged in the business of house moving, salvaging or house wrecking shall pay a license fee of twelve dollars ($12.00) semiannually.

5.08.230: HOUSE MOVING; LICENSE PREREQUISITE FOR STREET USE:

It shall be unlawful for any person except a house mover duly licensed by the city, to move any building over, across, or along any street or public place in the city.

5.08.235: HOUSE MOVING; PERMIT PREREQUISITE TO MOVING:

It is unlawful for any person to move any building over, across or along any street or other public place in the city, without first obtaining a permit from the appropriate departments. .

5.08.240: HOUSE MOVING; FORM OF PERMIT:

Such permit shall specify the building to be moved and the route to be taken in the moving thereof which shall be designated by the appropriate departments .

5.08.245: MANUFACTURERS, PROCESSORS AND MILLERS:

Every person, firm or corporation conducting, managing, or carrying on a business consisting mainly of manufacturing or processing goods, wares or merchandise or a milling operation, together with every other association of persons maintaining a place of business wherein the products of its members are received and prepared for shipment or sale, not otherwise especially licensed by any other section of this chapter and chapter 5.04 of this title, the annual gross receipts of such business for the calendar year preceding which a license tax is due amounts to less than one hundred thousand dollars ($100,000.00) shall pay the semiannual tax of fifteen dollars ($15.00), one hundred thousand dollars ($100,000.00) and over shall pay the semiannual tax of fifteen dollars ($15.00) plus one dollar twenty five cents ($1.25) for each additional ten thousand dollars ($10,000.00) annual gross receipts or fraction thereof.

5.08.250: NEWSPAPERS:

For every person, firm or corporation engaged in printing and publishing of any newspaper within the city, or for every agency for any newspaper not printed and published in the city, the license fee shall be nine dollars ($9.00) semiannually.

5.08.255: PACKINGHOUSE:

For every fruit packinghouse, buying, packing, shipping, or selling citrus or deciduous fruits or melons or other similar commodities, either for their own account or that of any other person, the license shall be twenty five dollars ($25.00) semiannually.

5.08.260: PEDDLING; FISH AND MEAT:

For every peddler of fish or meat, from house to house by means of wagon, truck, vehicle, tray or basket, after permission has been secured from the city meat inspector, the license shall be twelve dollars ($12.00) semiannually.

5.08.265: PEDDLING; FOOD PRODUCTS:

Every person, firm or corporation conducting, managing or carrying on the business of selling or offering for sale, bread, pastries, food products, or any other goods, wares, or merchandise by wagon, truck, vehicle, tray, or basket and not licensed under any section of this chapter and chapter 5.04 of this title, for each such wagon, truck, vehicle, tray or basket, the license shall be twelve dollars ($12.00) semiannually.

5.08.270: PEDDLING; MERCHANDISE:

Every person, firm or corporation selling or offering for sale, gasoline, oil, grease, tires, tubes, batteries, goods, wares, or merchandise from wagons, trucks, tankers or other vehicles, and not licensed under any other provision of this chapter and chapter 5.04 of this title, the license shall be twelve dollars ($12.00) semiannually.

5.08.275: POPCORN WAGON:

For every popcorn, peanut or lunch wagon operated on any street, or public way or place, after permission from Redlands city council, the license shall be fifty dollars ($50.00) semiannually.

5.08.280: READY CUT HOUSES:

For every person, firm or corporation selling, offering for sale, or contracting for the sale of ready cut buildings, the license fee shall be fifty dollars ($50.00) semiannually.

5.08.285: ROLLER OR ICE SKATING RINK:

For every person, firm or corporation conducting or operating a roller or ice skating rink, the license fee shall be twenty five dollars ($25.00) semiannually.

5.08.290: TREE SURGERY, TOPPING AND TRIMMING:

For every person, firm or corporation conducting, managing or carrying on the business of tree surgery, topping or trimming, the license tax shall be twelve dollars ($12.00) semiannually.

5.08.295: TRANSPORTATION OF PASSENGERS:

For every person, firm or corporation conducting, managing or carrying on the business of auto livery, bus, taxi, cab, or other vehicle, for the transportation of passengers for hire, license for four (4) vehicles or less, twenty dollars ($20.00) semiannually and five dollars ($5.00) semiannually for each additional vehicle.

5.08.300: TRANSPORTATION OF BAGGAGE OR GOODS:

For every person, firm or corporation operating or carrying on the business of driving any automobile, truck or other vehicle for transportation of baggage, express, freight, household goods, materials, goods, wares, or merchandise, and receiving compensation, either directly, or indirectly for such operation, shall pay a license fee of twenty dollars ($20.00) semiannually for the first vehicle and seven dollars fifty cents ($7.50) semiannually for each additional vehicle.

5.08.305: JANITORIAL SERVICES:

Every person, firm or corporation conducting, managing or carrying on the business of window washing, commercial janitorial services, building or house renovating not otherwise provided, shall pay a license tax of twelve dollars ($12.00) semiannually.

ARTICLE VI. DAILY RATES

5.08.310: AMUSEMENTS, TRANSIENT:

For every traveling rope, wire, dancing, magic, legerdemain, game, and all traveling shows, theatrical or vaudeville exhibitions, showing in a tent or tents, on the street, or other places, where the public is invited, an admission charged, or contributions solicited (after permission granted by chief of police or license collector), the license shall be six dollars ($6.00) per day.

5.08.315: AUCTIONEER; RATE:

For every auctioneer or person engaged in the auctioning of goods, wares, or merchandise, not otherwise provided for, the license shall be ten dollars ($10.00) per day.

5.08.320: AUCTIONEER; EXEMPTION FOR ESTABLISHED MERCHANT OR REALTOR:

Section 5.08.315 of this article shall not apply to persons auctioning goods, wares or merchandise of a regularly established merchant nor the real estate nor personal property of a resident of the city.

5.08.325: EXEMPTION FOR OFFICIAL SALES:

No such license shall be required for selling any goods, at public sale belonging to the United States or the state of California, or for the sale of property by virtue of process issued by any state or federal court or of the assets of the estate of a decedent.

5.08.330: AUCTIONS:

For every auction, the license tax and the regulations thereof shall be the same as those set forth and provided in chapter 5.44 of this title.

5.08.335: CARNIVAL; RATE:

For every person owning, maintaining, conducting or presenting a carnival, as defined herein, in the city, after having first obtained a permit so to do from the city council, the following license fee shall be charged and collected in advance: fifty dollars ($50.00) per day, and an additional fee or charge of five dollars ($5.00) per day for each and every separate show, attraction, or exhibition carried on by such person conducting such carnival after special permit has been granted.

5.08.340: CARNIVAL; DEFINED:

For the purpose of this chapter and chapter 5.04 of this title, the word "carnival" shall be held to mean and include any group of attractions, such as ball games, dice games, whips, ferris wheels, or other riding devices, freaks, dancing shows, minstrels, or any other like entertainment or game for which a charge is made for playing or participating therein.

5.08.345: CARNIVAL; SINGLE OR MULTIPLE OWNERSHIP PROVISIONS:

If the group of attractions as mentioned herein is owned or conducted by any one person, or if any one or more of the group of attractions, as mentioned herein, is owned by different persons exhibiting or

showing the attraction at the same time, in each instance the group of attractions, shall for the purpose of this chapter and chapter 5.04 of this title, be considered a carnival.

5.08.350: CIRCUS:

For every circus, menagerie, acrobatic performance, or exhibition of trained animals connected by or showing with other attractions:

A. One-ring circus, fifty dollars ($50.00) per day;

B. Two-ring circus, one hundred dollars ($100.00);

C. Three- or more ring circus, one hundred fifty dollars ($150.00) per day.

5.08.355: TRAINED ANIMALS EXHIBITION:

For every exhibition of trained animals without such other attractions, the license shall be five dollars ($5.00) per day.

5.08.360: SIDE SHOW:

A. For every side show, or exhibition where admission is charged, other than in public or private halls, the license shall be five dollars ($5.00) per day.

B. After special permit has been granted.

5.08.365: FERRIS WHEEL OR RIDING DEVICES:

For every person, firm or corporation conducting, managing or operating any ferris wheel, merry-go-round or any other riding device, the license shall be five dollars ($5.00) per day.

5.08.370: PEDDLING; BADGES, BALLOONS, ETC.:

For every person selling or offering for sale:

A. Badges, balloons, banners, flags, canes, horns, or any other noisemaking instruments, or toys, notions, lead pencils, or souvenirs of any kind, the license shall be five dollars ($5.00) per day.

5.08.375: PEDDLING; AGENTS AND CANVASSERS:

For every agent, canvasser, hawker or peddler or other person, other than a licensed merchant doing business in the city, not otherwise herein provided for, selling commodities, or any other articles in the city, by samples or otherwise, unless such person shall have the legal right to solicit and sell such articles by samples or otherwise under the interstate commerce law, or any other law of the national government, the license shall be four dollars ($4.00) per day.

5.08.380: PEDDLING; OTHER GOODS:

For every person carrying on the business of peddling, either and if lawfully allowed, any goods, materials or articles other than those mentioned in any other specific section of this chapter and chapter 5.04 of this title, the license shall be four dollars ($4.00) per day.

ARTICLE VII. PARTICULAR BUSINESS

5.08.385: BILLIARD AND POOL HALL:

For every place where billiards, pool, cards are played or other similar device, the license shall be ten dollars ($10.00) annually per table.

5.08.390: BOWLING:

A. For every place where bowling, skee ball are played, the license shall be twelve dollars ($12.00) annually per alley or device.

B. Provided that permission so to operate has been obtained from the city council.

5.08.395: SALE OF MERCHANDISE IN BILLIARD OR POOL HALL OR BOWLING ALLEY:

The rates set out in sections 5.08.385 and 5.08.390 of this article shall not include the sale of goods, wares, or merchandise for which a license under article II of this chapter shall be required.

5.08.400: BOXING AND WRESTLING EXHIBITION:

For every person conducting, managing or carrying on a boxing or wrestling exhibition where an admission is charged, the license shall be fifteen dollars ($15.00) per day or two hundred dollars ($200.00) semiannually after consent from the city council.

5.08.405: CLOTHING CLUB:

For every person conducting, managing, or carrying on a clothing club by coupons, contract sales or otherwise within the city, the license shall be fifty dollars ($50.00) per month.

5.08.410: BINGO GAMES:

For every religious, charitable, scientific, literary, educational, or prevention of cruelty to children or animal groups, the license shall be twenty five dollars ($25.00) semiannually.

5.08.415: DANCES:

The rate of license for any person, firm or corporation conducting, managing or operating any public dance, public dance hall, or public ballroom, open to the public either by invitation or by payment of an admission fee, shall be five dollars ($5.00) per day.

5.08.420: ACADEMY; DRAMATIC SCHOOL:

A. Fee: For every person, firm or corporation conducting, managing or carrying on a dramatic, art, music, dancing, painting, speech or other school, college, or studio, the license tax shall be ten dollars ($10.00) semiannually for each such school, college or studio having at any time five (5) or more students at one assembly.

B. Exemptions: Provided that this license may not apply to the public school system or a nonprofit school, college or university.

5.08.425: JUNK COLLECTOR:

Every person conducting, managing or carrying on the business of buying, selling, or bartering secondhand goods, old rubber tires, rubber tubes, rubber hose, sacks, bottles, old iron, lead, brass, copper, or junk of any kind at a fixed place of business, shall pay a license fee based on the gross business of the past year, according to the schedule set forth in section 5.08.020 of this chapter.

5.08.430: SOLICITOR:

For every person who shall solicit from house to house by wagon, truck, or any vehicle for the purchase of secondhand goods, old rubber tires, old rubber tubes, rubber hose, sacks, bottles, old iron, lead, brass, copper, or junk of any kind, shall pay a license fee of thirty dollars ($30.00) semiannually.

5.08.435: MOTION PICTURE THEATER:

For every person, firm or corporation engaged in the business of conducting or carrying on a theater or moving picture show at an established place of business, wholly within a permanent building constructed for theatrical purposes, there shall be an initial registration fee of one thousand five hundred dollars ($1,500.00) to be paid at once only by each theater and in addition thereto the regular annual license fee based on the annual gross business of such theater as set forth in the schedule in section 5.08.020 of this chapter.

5.08.440: OPEN AIR, TENT SHOW:

For every person engaged in the business of conducting an open air, or tent motion picture show, at a temporary location, the license shall be six dollars ($6.00) per day.

5.08.445: PAWNBROKER; RATE:

For every person conducting, managing or carrying on the business of pawnbroker, the license shall be fifty dollars ($50.00) semiannually.

5.08.450: PAWNBROKER; SALE OF GOODS NOT INCLUDED:

The rate set out in section 5.08.445 of this article shall not include the sale of goods, wares, or merchandise for which a license under section 5.08.020 of this chapter shall be required.

5.08.455: PHOTOGRAPHERS:

For every photograph business, the license fee shall be based on the gross business of the last twelve (12) months and at the proper rate as specified in the schedule set forth in section 5.08.020 of this chapter.

5.08.460: [Reserved]

5.08.465: [Reserved]

5.08.470: [Reserved]

5.08.475: SHOOTING GALLERY:

A. Fee: For every person keeping, conducting or having charge of a shooting gallery, the license shall be fifty dollars ($50.00) annually.

B. Permit: Provided that permission so to operate has been obtained from the city council.

5.08.480: WHOLESALERS:

Every person, firm or corporation conducting, managing or carrying on a business in which over half of the gross receipts are from selling for resale any goods, wares, or merchandise, not otherwise especially licensed by any other section of this chapter and chapter 5.04 of this title shall pay an annual license fee in accordance with the following schedule:

ANNUAL GROSS RECEIPTS

At Least	But Less Than	Annual Fee
$ 0.00	$10,000.00	$12.80
$10,000.00	$15,000.00	$14.70
$15,000.00	$20,000.00	$16.60
$20,000.00	$25,000.00	$18.50
$25,000.00	$30,000.00	$20.40
$30,000.00	$35,000.00	$22.30
$35,000.00	$40,000.00	$24.20
$40,000.00	$45,000.00	$26.10
$45,000.00	$50,000.00	$28.00

Fifty thousand dollars ($50,000.00) and over shall pay the annual fee of twenty eight dollars ($28.00) plus three dollars eighty cents ($3.80) for each additional ten thousand dollars ($10,000.00) annual gross receipts or fraction thereof.

5.08.482: DISTRIBUTION CENTER:

A. Commencing on the effective date hereof (the "effective date") for every person, firm, partnership, business or corporation conducting or managing a business consisting primarily of receiving, temporarily storing and subsequently distributing goods, wares or merchandise of any kind to wholesalers or retailers (hereinafter a "distribution center"), the business license tax shall be in the amount of ten and one-half cents per square foot of gross floor area principally devoted to such use, as calculated by the city's community development department.

B. Notwithstanding subsection A of this section, any person, firm, partnership, business or corporation which conducts a wholesale or retail business within the city and which also conducts or operates a distribution center solely in support of such wholesale or retail business shall not be subject to the distribution center business license tax established by this section.

C. Notwithstanding subsection A of this section, any person, firm, partnership, business or corporation which conducts a wholesale or retail business within the city and which also conducts or operates a distribution center in support of such wholesale or retail business and other wholesale or retail businesses located outside the city shall pay the distribution center business license tax established by this section only on the percentage of gross floor area of the distribution center principally devoted to supporting the wholesale or retail businesses located outside the city.

ARTICLE VIII. ADVERTISING

5.08.485: BILLBOARDS AND REAL ESTATE SIGNS:

A. Fee: For every person, firm or corporation engaged in the business of bill poster or advertising sign painting upon billboards or advertising by means of posting or otherwise affixing bills, signs, or other advertisements, the annual license shall be seventy five dollars ($75.00).

B. Real Estate Signs Exempt: Provided, that nothing herein contained shall be deemed as applying to owners of real estate or their agents, in advertising their property for sale or a lease by means of billboards located thereon.

5.08.490: CIRCULARS AND DODGERS:

For every person, firm or corporation who distributes or causes to be distributed, handbills, circulars, posters, pictures, lithographs, maps, plates, samples or other devices or advertisements of any kind, within the corporate limits of the city, the license fee shall be five dollars ($5.00) per day.

5.08.495: DISTRIBUTION OF HANDBILLS TO BE IN CODE COMPLIANCE:

All such handbills, circulars, posters, pictures, lithographs, maps, plates, samples or other forms of advertising are to be distributed in accordance with the regulations of the peddling, solicitation, and distribution of advertising ordinance of the city.

5.08.500: EXEMPTIONS:

No license shall be charged for distribution of matter, advertising goods, wares, or merchandise stocked by regularly licensed merchants, advertising of churches, lodges, charitable or educational institutions, public organizations, political candidates or parties or notices prescribed by law.)

ARTICLE IX. COIN OPERATED MACHINES

5.08.505: FEE; EXEMPTIONS:

A. Fee: Every person, firm, or corporation renting, leasing or operating a coin operated machine or similar device dispensing goods, wares, merchandise or providing a service within the city shall pay a license fee based on the gross receipts therefrom as set forth in section 5.08.020 of this chapter.

B. Exemption; Local Ownership: Machines otherwise licensed under this section, maintained together and in conjunction with a business paying a license tax based on a gross receipts schedule may be operated without payment of a coin machine license tax; provided, that the machines dispensing sanitary hygienic articles or drinking cups, towels or medicines are entirely owned and supplied by the owner or operator of the premises where installed and maintained solely for the convenience of employees, visitors and customers and not for profit to him or any other person.

C. Exemption; Nonprofit: No license under this section shall be required for the maintenance or operation of machines dispensing sanitary hygienic articles or drinking cups, towels or medicines, which

machines are entirely owned and supplied by the owner or operator of the premises where installed and maintained solely for the convenience of employees, visitors and customers and not for profit to him or any other person.

5.08.510: PROHIBITED DEVICES:

Nothing in this article shall be construed to permit the licensing, maintenance or operation of any coin operated machine which is forbidden by any state or local law or regulation or to permit the operation of any coin operated machine in such a manner as to constitute gambling or otherwise be contrary to any such state law or local regulation.

5.08.515: SEIZURE FOR NONPAYMENT:

If any of the coin operated machines, devices or games licensed under this article are maintained in any store, hotel, motel, restaurant, cafe, pool hall or other commercial establishment or public place in the city, without payment of the prescribed license taxes, they may be subject to seizure by the chief of police or the city's finance director or the director's designee. Such machine or machines shall be redeemable only by the true owner thereof within a period of not exceeding sixty (60) days, upon the payment of costs to the city together with the license taxes plus penalty for the period during which such machines, devices, or games were maintained unlicensed.

5.08.520: REDEMPTION AND/OR SALE:

If the true owner cannot be found after reasonable inquiry, or if the owner fails to redeem, then the machine may be confiscated and sold by the city's finance director or the director's designee at the end of the sixty (60) day period, after notice by registered mail to the last known address, if any, of the owner. The proceeds of such sale shall be credited to the general fund of the city.

ARTICLE X. WHEEL TAX

5.08.525: RATE:

The business of running, driving or operating any automobile, automobile truck, automobile tank wagon, or any vehicle used for the transportation, selling, collection or delivery of goods, wares, merchandise or other personal property of any kind from a vehicle, either as the principal business or in connection with any other business, or of soliciting for work, labor services to be performed upon the public street in or from a vehicle, or to be performed on goods, wares, merchandise or other personal property to be taken for such purpose to plant or establishment inside or outside of the city limits of the city, an annual license fee of twenty four dollars ($24.00) per vehicle so used in such business in the city.

5.08.530: APPLICATION TO LOCAL BUSINESSES:

The provisions of this article shall not be deemed to apply to persons, firms or corporations operating such vehicles together and in conjunction with a fixed place of business within the city, for which such business a license is paid under other provisions of this chapter and chapter 5.04 of this title.

5.08.535: INTENT OF TAX:

The provisions of this article are not to be construed as imposing a tax upon vehicles, but as a method of classification of business and distinguishing between those maintaining a fixed place of business in the conduct of which vehicles are used and those maintaining a business in the conduct of which vehicles are used but who do not have a fixed place of business in the city.”

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 3. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City and thereafter this ordinance shall take effect as provided by law.

ATTEST:

_____
Mario Saucedo, Mayor

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the 4th day of March 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **L. 4.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Public Works Construction Contract with Q&E Pipeline Company for the Recycled Water Pipeline Extension for California Street Orange Groves Project for an amount not-to-exceed $629,664, approval of an additional appropriation in the amount of $506,843, and determine that the Project is exempt from environmental review pursuant to Section 15303 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine approval of the contract and construction of the Recycled Water Pipeline Extension for California Street Orange Groves Project is exempt from environmental review pursuant to Section 15303 of the State's guidelines implementing the California Environmental Quality Act;

2. I move to approve an additional appropriation in the amount of $506,843; and

3. I move to approve the Recycled Water Pipeline for California Street Orange Groves Project plans and specifications and award a Public Works Construction Contract to Q&E Pipeline Company for an amount not to exceed $629,664.

RECOMMENDATION:

Staff recommends City Council determine approval of a Public Works Construction Contract and construction of the Recycled Water Pipeline Extension Project for California Street Orange Groves Project are categorically exempt from environmental review pursuant to Section 15303 of the State's

guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the Recycled Water Pipeline Extension for California Street Orange Groves Project plans and specifications and award a Public Works Construction Contract to Q&E Pipeline Company for an amount not to exceed $629,664, and approve an additional appropriation in the amount of $506,843 from the Water Fund.

DISCUSSION:

The City of Redlands (City) owns and maintains two (2) citrus groves along California Street south of I-10 between the California Department of Transportation (CalTrans) and San Bernardino County Transportation Authority (SBCTA) rights-of-way. Currently, these groves are irrigated with potable water produced, treated, and distributed by the City's water utility. However, a City recycled water pipeline is located approximately 1,600 linear feet north beneath Lugonia Avenue.

The goal of this project is to extend this recycled water pipeline south of I-10 to provide a sustainable irrigation source for the California Street citrus groves. This will be the first expansion of the recycled water distribution system south of I-10 and will reduce potable water consumption by approximately twenty (20) acre-ft (AF), or six (6) million gallons, each year. The project crosses the CalTrans I-10 right-of-way and joins an existing 12-inch recycled water dry pipeline that crosses the SBCTA rail right-of-way. The project plans and specifications were prepared by MUED staff, a bid notice was issued, and bids were received from the following seven (7) Contractors prior to the December 12, 2024 submittal deadline:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. Q&E Pipeline Company, Pomona, CA	$629,664.00
2. TE Roberts, Inc., Irvine, CA	$773,254.00
3. Tryco General Engineering, Rimforest, CA	$929,030.00
4. Dominguez General Engineering, Inc., Pomona, CA	$1.044,450.00
5. CEM Construction Corp., Montebello, CA	$1,141,000.00
6. Big Ben, Inc., Irvine, CA	$1,282,355.00
7. Bali Construction, Inc., South El Monte, CA	*$2,204,138.32

*Arithmetic errors were made in the bid proposal. The total bid amount was corrected and highlighted in the attached Bid Analysis to identify arithmetic errors but did not affect ranking.

Staff reviewed each bid and determined that Q&E Pipeline Company submitted the lowest responsive and responsible bid. Therefore, staff recommends City Council approve the Public Works Construction Contract with Q&E Pipeline for an amount not-to-exceed $629,664. It is anticipated that the Project will be completed within forty (40) working days after a Notice to Proceed is issued.

This Project is categorically exempt from environmental review in accordance with Section 15303 of the State's guidelines implementing the California Environmental Quality Act as the Project involves the extension of a recycled water main, including street improvements, of reasonable length with a negligible expansion of capacity.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

Strategic Plan Priority D, Objective 3 - Develop and implement Water and Wastewater Utility Master Plans to ensure facilities are improved and maintained to meet the needs of our expanding community.

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	Yes
Amount:	$ 506,843
Budgeted Y/N:	N
Account No.:	501910; 521910
Discussion:	

Redlands received $506,843 from the San Bernardino Valley Municipal Water District through the Demand Management Incentive (DMI) program, which was deposited into the Water Fund (501) account. Award of these DMI funds was not anticipated when the FY 24/25 Budget was adopted. Therefore, use of the $506,843 DMI funding must be appropriated. The remaining $122,821 is included in the Wastewater Projects Budget (521910).

Attachments

A. Q & E Pipeline Public Work Contract

B. City Clerk BID Report

C. Bid Analysis

D. Location Map

E. Project Plans

F. Specifications

G. Additional Appropriation Form

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 4th day of March, 2025, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Q&E Pipeline Company (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Recycled Water for California Street Orange Groves Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Recycled Water for California Street Orange Groves Project, Project No. S531021 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of six hundred twenty-nine thousand six hundred sixty-four dollars ($629,664) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within forty (40) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of one thousand dollars ($1,000) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that one thousand dollars ($1,000) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy-five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public

Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

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

CITY OF REDLANDS

(SEAL)

By:_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Q&E Pipeline Company_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
Recycled Water for California Street Orange Groves Project
Project No. S531021

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this _____ day of _____, 2025.

Q&E Pipeline Company_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Q&E Pipeline Company (hereinafter designated as "Principal") have entered into an agreement dated March 4, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Recycled Water for California Street Orange Groves Project, Project No. S531021 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of six hundred twenty-nine thousand six hundred sixty-four dollars ($629,664) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement 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 true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement 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 Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Q&E Pipeline Company (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated March 4, 2025, and identified as Recycled Water for California Street Orange Groves Project, Project No. S531021 is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of six hundred twenty-nine thousand six hundred sixty-four dollars ($629,664) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
(Seal and Notarial Acknowledgement of Surety)	_____
	Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **12th day of December 2024 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Recycled Water for California Street Orange Groves Project. Project No. S531021**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Total Bid Amount
1	Q&E Pipeline Company, Pomona, CA	Yes	Yes	$629,664.00
2	TE Roberts, Inc., Irvine, CA	Yes	Yes	$773,254.00
3	Tryco General Engineering, Rimforest, CA	Yes	Yes	$929,030.00
4	Dominguez General Engineering, Inc., Pomona, CA	Yes	Yes	$1,044,450.00
5	CEM Construction Corp., Montebello, CA	Yes	Yes	$1,141,000.00
6	Big Ben Inc., Irvine, CA	Yes	Yes	$1,282,355.00
7	Bali Construction, Inc., South El Monte, CA	Yes	Yes	$2,087,658.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Goutam Dobey

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT No.: S531021 | Bid Date: 12/12/2024

Recycled Water for California St Orange Groves Project | Estimated Start Date: 3/10/2024

Item No.	Bid Item	Qty	Unit	Q&E Pipeline Company		TE Roberts, Inc.		Tryco General Engineering	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Max. 5% of Total Bid)	1	LS	$24,000.00	$24,000.00	$43,700.00	$43,700.00	$40,000.00	$40,000.00
2	Erosion Control Plan	1	LS	$6,900.00	$6,900.00	$5,750.00	$5,750.00	$3,800.00	$3,800.00
3	Construction Survey	1	LS	$24,450.00	$24,450.00	$16,100.00	$16,100.00	$8,800.00	$8,800.00
4	Traffic Control Plan	1	LS	$15,500.00	$15,500.00	$11,978.00	$11,978.00	$18,000.00	$18,000.00
5	Install 14” Steel Casing with Bore & Jack	510	LF	$187.00	$95,370.00	$219.00	$111,690.00	$323.00	$164,730.00
6	Install 8” DIP inside the 14” Steel Casing	510	LF	$160.00	$81,600.00	$80.00	$40,800.00	$428.00	$218,280.00
7	12" DIP Non-Potable Water Pipe	350	LF	$258.00	$90,300.00	$277.00	$96,950.00	$249.00	$87,150.00
8	4" DIP Non-Potable Water Pipe	100	LF	$350.00	$35,000.00	$305.00	$30,500.00	$387.00	$38,700.00
9	4" Gate Valve	2	EA	$4,576.00	$9,152.00	$4,525.00	$9,050.00	$6,900.00	$13,800.00
10	12" Gate Valve	1	EA	$10,498.00	$10,498.00	$10,795.00	$10,795.00	$9,800.00	$9,800.00
11	Connection Detail A, Sheet 6	1	EA	$7,800.00	$7,800.00	$12,520.00	$12,520.00	$8,900.00	$8,900.00
12	Connection Detail B, Sheet 6	1	EA	$7,900.00	$7,900.00	$13,744.00	$13,744.00	$8,200.00	$8,200.00
13	Connection Detail C, Sheet 6	1	EA	$6,953.00	$6,953.00	$12,416.00	$12,416.00	$8,800.00	$8,800.00
14	Connection Detail D, Sheet 6	1	EA	$8,175.00	$8,175.00	$19,463.00	$19,463.00	$14,780.00	$14,780.00
15	Install Drop Section	5	EA	$3,310.00	$16,550.00	$12,177.00	$60,885.00	$5,000.00	$25,000.00
16	3" Non-Potable Meter w/ Service Connection	2	EA	$3,123.00	$6,246.00	$13,738.00	$27,476.00	$9,945.00	$19,890.00
17	3" Non-Potable Back-flow Device	1	EA	$5,450.00	$5,450.00	$13,589.00	$13,589.00	$16,800.00	$16,800.00
18	1.5" AC Grind & 1.5" AC Overlay	56,000	SF	$2.22	$124,320.00	$3.00	$168,000.00	$3.05	$170,800.00
19	Install Striping per plans	1	LS	$13,500.00	$13,500.00	$31,923.00	$31,923.00	$24,000.00	$24,000.00
20	Unforeseen work not covered within all other bid items	1	LS	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
21	Demobilization	1	LS	$15,000.00	$15,000.00	$10,925.00	$10,925.00	$3,800.00	$3,800.00
	Additions/Deductions								
	Total Bid Price				**$629,664.00**		**$773,254.00**		**$929,030.00**

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Submitted Entire Bid Submittal Package	Yes	Yes	Yes
Bid Bond Company	Old Republic Surety Co.	Travelers Casualty & Surety Co.	The Gray Casualty & Surety Co.
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in bid	No	No	No

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT No.: S531021 | Bid Date: 12/12/2024

Recycled Water for California St Orange Groves Project | Estimated Start Date: 3/10/2024

Item No.	Bid Item	Qty	Unit	Dominguez General Engineering		CEM Construction Corp.		Big Ben, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Max. 5% of Total Bid)	1	LS	$40,000.00	$40,000.00	$45,000.00	$45,000.00	$51,500.00	$51,500.00
2	Erosion Control Plan	1	LS	$15,000.00	$15,000.00	$2,500.00	$2,500.00	$4,000.00	$4,000.00
3	Construction Survey	1	LS	$20,000.00	$20,000.00	$8,500.00	$8,500.00	$27,000.00	$27,000.00
4	Traffic Control Plan	1	LS	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$121,700.00	$121,700.00
5	Install 14” Steel Casing with Bore & Jack	510	LF	$575.00	$293,250.00	$50.00	$25,500.00	$640.00	$326,400.00
6	Install 8” DIP inside the 14” Steel Casing	510	LF	$225.00	$114,750.00	$850.00	$433,500.00	$210.00	$107,100.00
7	12" DIP Non-Potable Water Pipe	350	LF	$315.00	$110,250.00	$355.00	$124,250.00	$290.00	$101,500.00
8	4" DIP Non-Potable Water Pipe	100	LF	$325.00	$32,500.00	$240.00	$24,000.00	$771.00	$77,100.00
9	4" Gate Valve	2	EA	$2,500.00	$5,000.00	$3,500.00	$7,000.00	$2,200.00	$4,400.00
10	12" Gate Valve	1	EA	$5,000.00	$5,000.00	$8,500.00	$8,500.00	$6,800.00	$6,800.00
11	Connection Detail A, Sheet 6	1	EA	$7,500.00	$7,500.00	$17,500.00	$17,500.00	$19,000.00	$19,000.00
12	Connection Detail B, Sheet 6	1	EA	$6,500.00	$6,500.00	$17,000.00	$17,000.00	$20,000.00	$20,000.00
13	Connection Detail C, Sheet 6	1	EA	$6,000.00	$6,000.00	$16,750.00	$16,750.00	$19,000.00	$19,000.00
14	Connection Detail D, Sheet 6	1	EA	$12,000.00	$12,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00
15	Install Drop Section	5	EA	$10,500.00	$52,500.00	$9,500.00	$47,500.00	$10,398.00	$51,990.00
16	3" Non-Potable Meter w/ Service Connection	2	EA	$17,500.00	$35,000.00	$25,000.00	$50,000.00	$25,900.00	$51,800.00
17	3" Non-Potable Back-flow Device	1	EA	$15,000.00	$15,000.00	$27,000.00	$27,000.00	$24,411.00	$24,411.00
18	1.5" AC Grind & 1.5" AC Overlay	56,000	SF	$3.20	$179,200.00	$3.25	$182,000.00	$2.90	$162,400.00
19	Install Striping per plans	1	LS	$30,000.00	$30,000.00	$14,500.00	$14,500.00	$30,800.00	$30,800.00
20	Unforeseen work not covered within all other bid items	1	LS	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
21	Demobilization	1	LS	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,454.00	$15,454.00
	Additions/Deductions								
	Total Bid Price				**$1,044,450.00**		**$1,141,000.00**		**$1,282,355.00**

License Status	Active	Active	Active
Sub's License Status	Active	N/A	Active
Submitted Entire Bid Submittal Package	Yes	Yes	Yes
Bid Bond Company	Old Republic Surety Co.	U.S. Specialty Insurance Co.	Markel Insurance Company
Submitted Sub's Qualification Statement	Yes	N/A	No
DIR Status	Active	Active	Yes
Error in bid	No	No	No

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

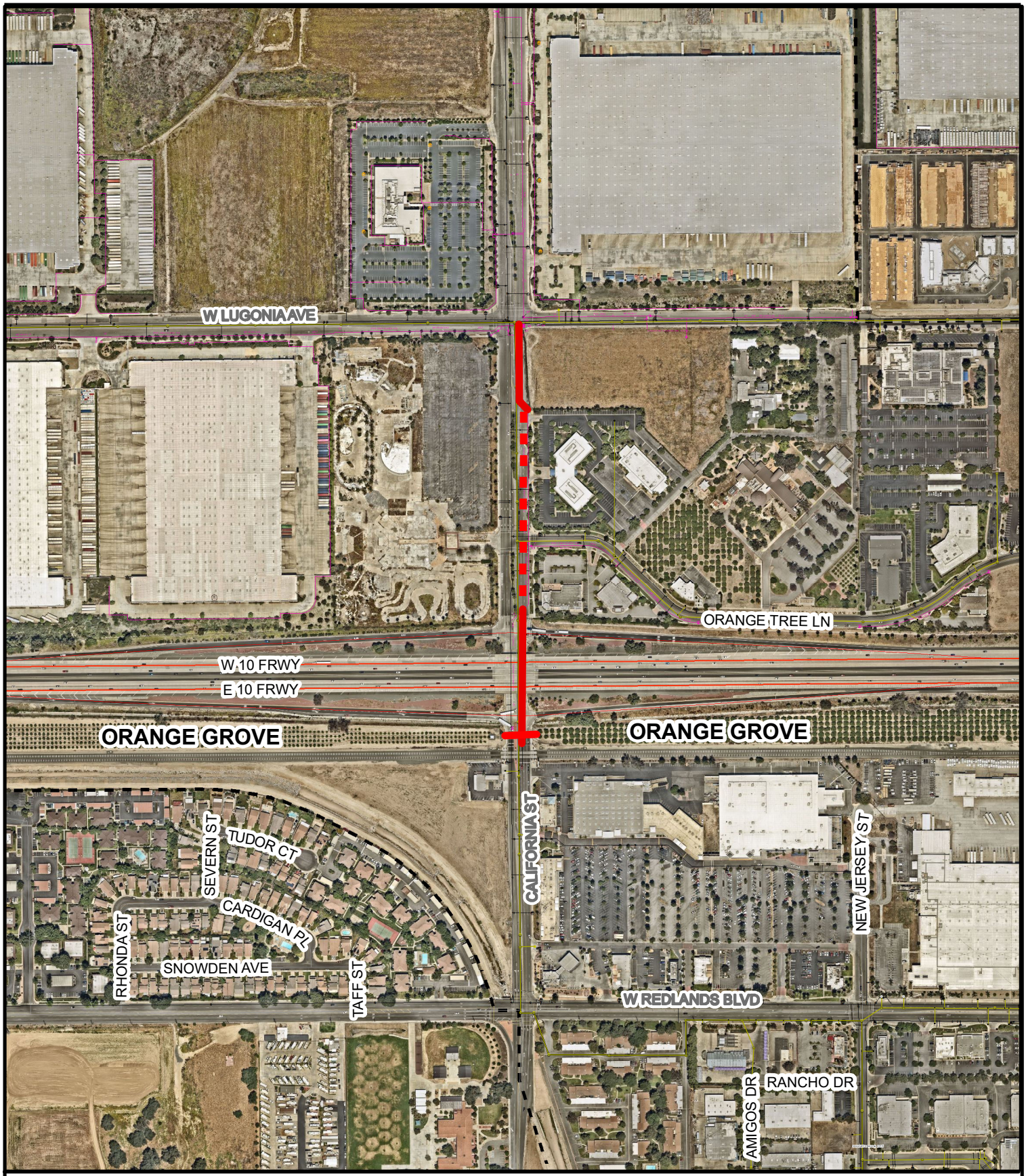
PROJECT No.: S531021 | Bid Date: 12/12/2024

Recycled Water for California St Orange Groves Project | Estimated Start Date: 3/10/2024

Item No.	Bid Item	Qty	Unit	Bali Construction, Inc.					
				Unit Price	Item Price				
1	Mobilization (Max. 5% of Total Bid)	1	LS	$30,400.00	$30,400.00				
2	Erosion Control Plan	1	LS	$9,584.00	$9,584.00				
3	Construction Survey	1	LS	$21,598.00	$21,598.00				
4	Traffic Control Plan	1	LS	$7,200.00	$7,200.00				
5	Install 14” Steel Casing with Bore & Jack	510	LF	$2,341.00	$1,193,910.00				
6	Install 8” DIP inside the 14” Steel Casing	510	LF	$209.00	$106,590.00				
7	12" DIP Non-Potable Water Pipe	350	LF	$649.00	$227,150.00				
8	4" DIP Non-Potable Water Pipe	100	LF	$667.00	$66,700.00				
9	4" Gate Valve	2	EA	$3,442.00	$6,884.00				
10	12" Gate Valve	1	EA	$6,942.00	$6,942.00				
11	Connection Detail A, Sheet 6	1	EA	$17,081.00	$17,081.00				
12	Connection Detail B, Sheet 6	1	EA	$16,664.00	$16,664.00				
13	Connection Detail C, Sheet 6	1	EA	$14,817.00	$14,817.00				
14	Connection Detail D, Sheet 6	1	EA	$13,451.00	$13,451.00				
15	Install Drop Section	5	EA	$29,074.00	$145,370.00				
16	3" Non-Potable Meter w/ Service Connection	2	EA	$27,150.00	$54,300.00				
17	3" Non-Potable Back-flow Device	1	EA	$14,017.00	$14,017.00				
18	1.5" AC Grind & 1.5" AC Overlay	56,000	SF	$3.00	$168,000.00				
19	Install Striping per plans	1	LS	$51,367.05	$51,367.05				
20	Unforeseen work not covered within all other bid items	1	LS	$25,000.00	$25,000.00				
21	Demobilization	1	LS	$7,113.27	$7,113.27				
	Additions/Deductions								
	Total Bid Price				**$2,204,138.32**		**$0.00**		**$0.00**

Multiplication error on bid items 5 thru 18. Total is corrected per unit price.

License Status	Active		
Sub's License Status	Active		
Submitted Entire Bid Submittal Package	Yes		
Bid Bond Company	Travelers Casualty & Surety Co.		
Submitted Sub's Qualification Statement	No		
DIR Status	Yes		
Error in bid	Yes. Arithmetic errors in the bid.		



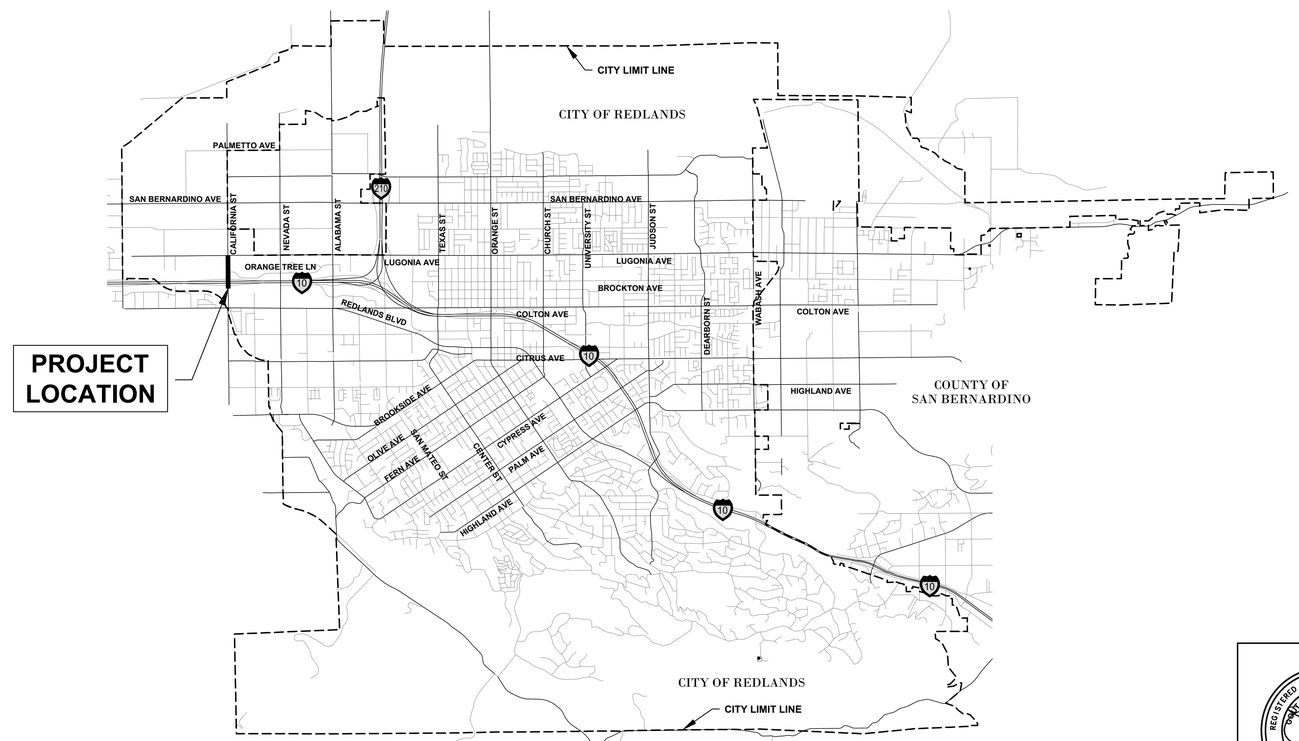
PROPOSED RECYCLED WATERLINE

Recycled Water for California Street Orange Groves Project Location Map

City of REDLANDS "A City That Works"

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
RECYCLED WATER FOR CALIFORNIA STREET ORANGE GROVES
LUGONIA AVENUE TO SOUTH OF I-10 FWY
PROJECT No. S531021

OCTOBER 2024



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VICINITY MAP
NTS

DRAWING INDEX

SHEET	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	GENERAL NOTES, CONSTRUCTION NOTES AND SYMBOL LEGEND
3	STANDARD DETAILS
4	CALIFORNIA STREET: STA. 9+25.00 TO STA. 15+75.00
5	CALIFORNIA STREET: STA. 15+75.00 TO STA. 26+29.±
6	CONNECTION DETAILS

CALTRANS ENCROACHMENT PERMIT
NUMBER: 08-24-N-UJ-0098
NUMBER: 08-24-N-RW-1033

CITY COUNCIL:

EDDIE TEJEDA, MAYOR
PAUL T. BARICH, MAYOR PRO TEM
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER
MARIO SAUCEDO, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN, JR., CITY MANAGER

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
No. C75646
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

RECYCLED WATER FOR CALIFORNIA ST ORANGE GROVES
LUGONIA AVE TO SOUTH OF I-10 FWY
PROJECT No. S531021

TITLE SHEET

Designed by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024
Drawn by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024

Reviewed By: 10/30/2024
Gerard J. Neponuceno, Civil Engineer, R.C.E. 93200
Approved By: 10/30/2024
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 1 of 6 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

NP-00110 - 1/6

V:\EES\Engineering\Capital Projects\S31900 NONPOTABLE PROJECTS\Recycled Water for California St Orange Groves Project\W DESIGN\NP-00110 TS-AN.dwg

GENERAL NOTES

1. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF QUANTITIES BEFORE SUBMITTING HIS BID. ANY ITEM OR WORK REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE ITEMS OF WORK.

2. IF SATURATED SOIL IS ENCOUNTERED DUE TO LEAKS IN THE EXISTING WATER LINE, CONTRACTOR SHALL REMOVE SATURATED MATERIAL AND REPLACE WITH A SUITABLE BACKFILL MATERIAL UNTIL ADEQUATE COMPACTION CAN BE ATTAINED BY VERIFICATION FROM THE CITY'S GEOTECHNICAL ENGINEER. PRIOR TO ANY REMOVAL OF SATURATED MATERIAL, CONTRACTOR SHALL DISCUSS THE METHODS OF REMEDIATION WITH THE CITY'S REPRESENTATIVE. APPROVAL FROM THE CITY, OR THE CITY'S REPRESENTATIVE, SHALL BE OBTAINED FOR ANY AMOUNT OF SATURATED MATERIAL REMOVAL IN WHICH THE CONTRACTOR ANTICIPATES TO BE COMPENSATED FOR, IF APPROVAL IS NOT OBTAINED ALL COSTS SHALL BE BORNE BY THE CONTRACTOR. UP TO A 14 DAY DELAY IN THE PAVING OPERATIONS MAY BE REQUESTED AFTER ALL LEAKS HAVE BEEN RESOLVED TO PROVIDE TIME FOR EXCESS MOISTURE TO DISSIPATE, AT NO ADDITIONAL COST TO THE CITY. BASE SHALL BE INSTALLED WITHIN THE TRENCH UP TO THE EXISTING PAVEMENT SURFACE AND MAINTAINED BY THE CONTRACTOR THROUGHOUT THE DURATION OF REQUESTED DELAY. A NO COST CHANGE ORDER WILL BE PREPARED TO PROVIDE THE CONTRACTOR WITH ADDITIONAL CONTRACT TIME IF SUCH DELAY IS REQUESTED BY THE CITY.

3. ALL EXISTING SIGNAGE, STRIPING, PAVEMENT MARKINGS, AND TRAFFIC LOOPS, IF REMOVED/OBLITERATED, SHALL BE REPLACED/RESTORED OF SAME KIND, AND IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION AND CITY OF REDLANDS STANDARD SPECIFICATIONS.

4. THE PLANS WERE PREPARED USING DATA FROM THE CITY OF REDLANDS GIS DEPARTMENT, THEREFORE CENTERLINE AND PARCEL LINES ARE APPROXIMATE AND FOR REFERENCE ONLY. THE CONTRACTOR SHALL ESTABLISH THE CENTERLINE OF ALL STREETS BY RECORD MAPS FOR ALL REQUIRED CONSTRUCTION STAKING. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY ADDITIONAL SURVEY RESEARCH OR INVESTIGATION TO COMPLETE STAKING.

5. ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

6. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.

7. CONTRACTOR MAY EXPERIENCE DIFFICULTY IN EXCAVATION DUE TO ROCK THROUGHOUT THE PROJECT LOCATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY THESE AREAS AND ACCOUNT FOR ANY ADDITIONAL TIME FOR EXCAVATION. THERE WILL NOT BE ADDITIONAL CONTRACT TIME OR ADDITIONAL COMPENSATION TO REMEDIATE THESE CONDITIONS.

8. CONTRACTOR TO VERIFY DEPTH, LOCATION, SIZE AND MATERIAL OF EXISTING WATERLINES PRIOR TO ORDERING FITTINGS OR CONSTRUCTION.

9. PROTECT-IN-PLACE ALL UTILITIES AND ANY OTHER EXISTING APPURTENANCES NOT SHOWN ON THESE DRAWINGS.

10. CONTRACTOR TO VERIFY EXIST. WATER SERVICES SIZE AND REPLACE & CONNECT TO NEW WATER MAIN PER PLAN AND/OR AS DIRECTED BY THE INSPECTOR.

NON-POTABLE WATER GENERAL NOTES

1. LOCATION OF ALL RECYCLED WATER MAINS SHALL CONFORM TO THE SEPARATION STANDARDS ESTABLISHED BY THE CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT.

2. ALL ABOVEGROUND NON-POTABLE WATER PIPING SHALL BE PAINTED PURPLE, PANTONE #522C.

3. ALL BURIED NON-POTABLE WATER MAINS SHALL BE INSTALLED WITH A MARKING TAPE WITH "RECYCLED WATER - DO NOT DRINK" PRINTED IN 3 INCH HIGH WHITE/BLACK LETTERING ON A PURPLE BACKGROUND INSTALLED AT THE TOP OF THE BEDDING ZONE.

4. ALL SHUTOFF VALVES, CONTROL VALVES, REGULATOR VALVES, SPRINKLER HEAD CAPS, STRAINERS, AND ALL OTHER RECYCLED WATER RELATED MATERIALS MUST BE MARKED AND TAGGED IN ENGLISH AND SPANISH WITH THE FOLLOWING:

   "WARNING - RECYCLED WATER, DO NOT DRINK" OR "AVISO - AGUA IMPURA, NO TOMAR"

5. ALL PIPING, INCLUDING DRIP SYSTEM SYSTEM PIPING SHALL BE PURPLE AND MARKED "RECYCLED WATER".

6. ALL BOLTS SHALL BE TYPE 316 STAINLESS STEEL.

7. WHERE DISSIMILAR PIPE MATERIALS COME INTO CONTACT, INSULATING FLANGE KITS SHALL BE FURNISHED AND INSTALLED. PROVIDE SUITABLE FLANGE INSULATION KIT BY PIPELINE SEAL AND INSULATOR (PSI, WWW.PIPELINESEAL.COM) OR APPROVED EQUAL.

8. IF DIP, USE "FIELD-LOK" GASKET AT EACH JOINT. THRUST BLOCKS SHALL ALSO BE REQUIRED PER THE CONSTRUCTION PLAN.

9. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH POLYETHELENE THAT MEETS AWWA STANDARDS.

10. THRUST BLOCKS SHALL BE REQUIRED AT EACH ANGLE POINT, REGARDLESS OF PIPE MATERIAL TYPE AND PER THE CONSTRUCTION PLAN AND SUBSEQUENT ADDENDA.

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

CALL BEFORE YOU DIG

Underground Service Alert of Southern California

Call: 811

TWO WORKING DAYS BEFORE YOU DIG

CALTRANS ENCROACHMENT NOTES

1. THESE PLANS ARE SUBMITTED TO CALTRANS IN ORDER TO PROCURE A "PARENT" ENCROACHMENT PERMIT FOR THE CITY OF REDLANDS.

2. TRAFFIC CONTROL WILL BE PROVIDED BY THE PIPE INSTALLATION CONTRACTOR WHEN APPLYING FOR THE "DOUBLE" ENCROACHMENT PERMIT.

3. A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WILL BE PROVIDED BY THE PIPE INSTALLATION CONTRACTOR WHEN APPLYING FOR THE "DOUBLE" ENCROACHMENT PERMIT.

4. THE 12-INCH WATER LINE WITHIN THE STATE RIGHT-OF-WAY SHALL BE INSTALLED PER CALTRANS ENCROACHMENT PERMIT UNDERGROUND UTILITY PROVISIONS, TR-0163 DATED MAY 2006.

5. STEEL PLATE BRIDGING USED TO COVER EXCAVATION WITHIN THE TRAVELED WAY, WHETHER TRANSVERSE OR LONGITUDINAL, SHALL COMPLY WITH CALTRANS ENCROACHMENT PERMIT STEEL PLATE BRIDGING UTILITY PROVISIONS, TR-0157 DATED APRIL 2018.

6. TRENCHES WITHIN THE STATE RIGHT-OF-WAY SHALL BE REPAIRED PER CALTRANS ENCROACHMENT PERMIT TRENCH DETAIL, TR-0153 DATED DECEMBER 2019.

7. WHERE NO CURB EXISTS AND EXCAVATIONS WITHIN 10' OF THE TRAVELED WAY ARE TO REMAIN OPEN, A TEMPORARY TYPE-K RAILING SHALL BE PLACED AT A 20:1 TAPER AND/OR PER CALTRANS CONSTRUCTION GUIDELINES FOR PLACEMENT OF TEMPORARY GUARDRAIL (K-RAIL).

8. ALL WORK AND TRAFFIC CONTROL WITHIN THE STATE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH CALTRANS STANDARD PLANS AND SPECIFICATIONS DATED 2022 AND THE 2014 CALIFORNIA MUTCD.

9. THE METHOD OF CONSTRUCTION WILL BE OPEN-TRENCHING. THE CONTRACTOR WILL BACKFILL OR COVER THE OPEN TRENCH WITH STEEL PLATES PER CALTRANS ENCROACHMENT PERMIT STEEL PLATE BRIDGING UTILITY PROVISIONS (SEE CALTRANS ENCROACHMENT PERMIT MANUAL SECTION 602.1) AT THE END OF EACH WORKING DAY.

10. THE PROPOSED PIPE INSTALLATION WITHIN CALTRANS RIGHT-OF-WAY WILL COST APPROXIMATELY:

    $ 160,000.00

11. THE LENGTH OF TIME REQUIRED FOR CONSTRUCTION WITHIN CALTRANS RIGHT-OF-WAY IS APPROXIMATELY:

    30 WORKING DAYS

12. ALL LANE CLOSURE REQUESTS SHALL BE SUBMITTED INTO "LANE CLOSURE SYSTEM (DTM)" 7 CALENDAR DAYS PRIOR TO THE REQUESTED CLOSURE FOR ANY CLOSURE WITHIN THE STATE RIGHT-OF-WAY.

13. SEE ENCROACHMENT PERMIT FOR WORKING HOURS WITHIN CALTRANS RIGHT-OF-WAY.

14. THE CALTRANS TRANSPORTATION PERMITS OFFICE REQUIRES 14 DAYS NOTICE FOR THE REDUCTION OF WIDTH AND/OR HEIGHT ON MAINLINES, WHICH ARE/OR MAY BE USED AS PART OF THEIR ROUTING OF OVERSIZED LOADS.

15. THE CALTRANS PUBLIC AFFAIRS OFFICE MUST BE MADE AWARE OF THE CONSTRUCTION ACTIVITIES ESPECIALLY "LANE CLOSURE WITH REDUCTION OF WIDTH TO TRAFFIC LANES". IN THE EVENT CALTRANS PUBLIC AFFAIRS OFFICE IS ASKED TO ISSUE PRESS RELEASES, SAID INFORMATION IS REQUIRED 7 DAYS PRIOR TO THE CLOSURE.

CALTRANS PAVING NOTES

1. HOT MIX ASPHALT (HMA) SHALL BE TYPE A, WITH 1/2-INCH AGGREGATE GRADATION AND PG 64-16 ASPHALT BINDER, AND BE CONSTRUCTED IN LIFTS BETWEEN 0.15' AND 0.20' ACCORDING TO CALTRANS STANDARD SPECIFICATIONS SECTION 39 AND STANDARD SPECIAL PROVISION 39-2.

2. PRIME COAT SHALL BE APPLIED TO THE BASE PRIOR TO PLACING THE HOT MIX ASPHALT. PRIME COAT SHALL CONFORM TO THE LATEST PROVISIONS IN SECTION 93 AND THE CALTRANS STANDARD SPECIAL PROVISION 39-1.03 C (3).

3. TACK COAT SHALL BE APPLIED TO EXISTING PAVEMENT INCLUDING PLANED SURFACES, BETWEEN LAYERS OF HMA AND VERTICAL SURFACES OF CURBS, GUTTERS, AND CONSTRUCTION JOINTS. TACK COAT MUST COMPLY WITH THE SPECIFICATIONS FOR ASPHALTIC EMULSION IN SECTION 94 - "ASPHALTIC EMULSION" OR ASPHALT BINDER IN SECTION 92 - "ASPHALTS".

4. RELATIVE COMPACTION OF 95 PERCENT SHALL BE OBTAINED FOR A MINIMUM DEPTH OF 2.5 FEET OF THE SUBGRADE, ACCORDING TO SECTION 19, "EARTHWORK." CONTROLLED LOW-STRENGTH MATERIAL (CLSM) SHALL COMPLY WITH STANDARD SPECIFICATIONS SECTION 19-3.02F AND 19-3.03I.

5. AGGREGATE BASE SHOULD BE CONSTRUCTED ACCORDING TO SECTION 26, "AGGREGATE BASES".

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

ENCROACHMENT PERMIT SPECIAL PROVISIONS

STEEL PLATE BRIDGING UTILITY

TR -0157 (Rev. 04/2018)

To accommodate excavation work, steel plate bridging may be necessary. All conditions for use of steel plate bridging should be set forth in the special provisions.

Consideration of steel plate bridging should take into account the following factors:

1. Traffic speed.
2. Traffic Volume and Composition.
3. Duration and dimensions (width & daily estimated lengths) of the proposed excavation.
4. Weather conditions.

When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal, cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring (see Trenching & Shoring) may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

1. Steel plate bridging on freeways is not allowed.
2. Steel plates used for bridging must extend a minimum of 12" beyond the edges of the trench.
3. Steel plate bridging shall be installed to operate with minimum noise.
4. The trench shall be adequately shored, (as mentioned in Section 603.6B-2 of the Encroachment Permits Manual) to support the bridging and traffic loads.
5. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) described below, is used.
6. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

As required by the district, steel plate bridging and shoring shall be installed using either Method (1) or (2):

Method 1 For speeds of 45 MPH or greater:

The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" into the pavement. Subsequent plates are to be butted and tack welded to each other.

Method 2 For Speeds less than 45 mph:

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" into the pavement. Subsequent plates are to be butted and tack welded to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry, epoxy or an equivalent that is satisfactory to the Caltrans' representative.

The permittee is responsible for maintenance of the steel plates, shoring, asphalt concrete ramps, and ensuring that they meet minimum specifications. Unless specifically noted or granted in the special provisions, or approved by the State representative, steel plate bridging shall not exceed 4 consecutive working days in any given week. Backfilling of excavations shall be covered with a minimum 3" temporary layer of cold asphalt concrete.

The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual).

Trench Width	Minimum Plate Thickness
10"	½"
1'-11"	¾"
2'-7"	7/8"
3'-5"	1"
5'-3"	1 ½"

NOTE: For spans greater than 5'-3", a structural design shall be prepared by a California registered civil engineer.

All steel plates within the right of way whether used in or out of the traveled way shall be without deformation. Inspectors can determine the trueness of steel plates by using a straight edge and should reject any plate that is permanently deformed.

Steel plates used in the traveled portion of the highway shall have a surface that was manufactured with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342 (See Appendix H, Encroachment Permits Manual). If a different test method is used, the permittee may utilize standard test plates with known coefficients of friction available from each Caltrans District Materials Engineer to correlate skid resistance results to California Test Method 342. Based on the test data, the permittee shall determine what amount of surface wear is acceptable, and independently ascertain when to remove, test, or resurface an individual plate.

Caltrans Inspectors should not enforce plate removal unless it is permanently deformed or delivered without the required surfacing. However, an inspector should document in a diary all contacts with the contractor.

A "Rough Road" (W8-8) sign and a "Steel Plate Ahead" (W8-24) sign with black lettering on an orange background must be used in advance of steel plate bridging along with the required construction area signs. These signs must be used along with any other construction area signs.

Surfacing requirements are not necessary for steel plates used in parking strips, on shoulders not used for turning movements, or on connecting driveways, etc., not open to the public.

POTABLE WATER GENERAL NOTES

1. ALL SERVICE CONNECTIONS TO BE MINIMUM ONE INCH COPPER LATERALS.
2. THE CONTRACTOR SHALL MAKE ALL WATER MAIN CONNECTIONS TO EXISTING WATER MAINS, UNLESS OTHERWISE NOTED WITHIN THE PLANS.
3. HYDROSTATIC TEST TO 225 P.S.I. IN ACCORDANCE WITH SECTION 15144 OF THE TECHNICAL SPECIFICATIONS.
4. CONTRACTOR SHALL NOTIFY CITY 14 CALENDAR DAYS PRIOR TO THE REQUESTED SHUTDOWN OF ANY WATER MAIN.
5. INSTALLATION SHALL CONFORM TO MANUFACTURERS SPECIFICATIONS AND LATEST CITY SPECIFICATIONS AND/OR AS DIRECTED BY THE ENGINEER.
6. ALL VALVES INSTALLED BY THE CONTRACTOR SHALL BE ACCESSIBLE FOR OPERATION WITH COMPLETE VALVE BOX TO GRADE DIRECTLY FOLLOWING CONNECTION TO EXISTING WATER SYSTEM.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE SIZING OF THRUST BLOCKS BASED ON FIELD CONDITIONS. THE SIZE SHOWN ON THE PLANS IS THE MINIMUM SIZE REQUIRED.
8. SAND BEDDING AND BACKFILL TO A DEPTH OF 12" ABOVE PIPE IS REQUIRED AND SHALL CONFORM WITH THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS (LATEST EDITION).
9. IF WATER MAINS ARE ABANDONED AS A RESULT OF THIS PROJECT THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RECONNECTION OR REPLACEMENT OF SERVICE LATERALS AS DIRECTED BY THE CITY INSPECTOR. SERVICE LATERALS THAT ARE REPLACED SHALL BE THE SAME SIZE AS EXISTING, BUT NO LESS THAN ONE INCH.
10. ALL VALVES INSTALLED ON PIPELINES TO BE ABANDONED BY THIS PROJECT SHALL BE ABANDONED PER DETAIL ON SHEET 4, WHETHER SPECIFIED ON PLANS OR NOT.
11. THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING CITY WATER SYSTEM VALVES.
12. CONTRACTOR TO FIELD VERIFY THE DEPTH, LOCATION, SIZE, MATERIAL AND CONFIGURATION OF EXISTING WATERLINES AND CONNECTION POINTS PRIOR TO ORDERING FITTINGS OR BEGINNING CONSTRUCTION AT EACH LOCATION. IF THE CONNECTION POINT VARIES FROM WHAT IS SHOWN ON PLANS CONTACT ENGINEER IMMEDIATELY. THERE SHALL BE NO ADDITIONAL COMPENSATION OR RESTOCKING FEES FOR INCORRECT FITTINGS TO FACILITATE CONNECTION TO EXISTING WATERLINES, IF NOT VERIFIED IN ACCORDANCE WITH THESE DIRECTIONS.
13. ALL VALVE CAN LIDS TO BE PAINTED BLUE AND FH VALVES TO BE PAINTED RED BY THE CONTRACTOR.
14. ALL ABANDONED PIPELINES SHALL BE CAPPED/PLUGGED PER SECTION 02222 OF THE GENERAL REQUIREMENTS.
15. ALL FITTINGS, VALVES, APPURTENANCES, ETC. REMOVED WITHIN THE SCOPE OF THIS PROJECT SHALL BE SALVAGED AND RETURNED TO THE CITY YARD AT 1270 PARK AVENUE.
16. ALL FITTINGS AND VALVES SHALL HAVE RESTRAINED JOINTS, WHETHER SHOWN ON PLANS OR NOT.
17. FIRE HYDRANTS SHOWN ON THE PLANS ARE APPROXIMATE LOCATION AND SHALL BE FIELD LOCATED WITH DIRECTION FROM CITY STAFF.
18. IF EXISTING WATER LINE IS IN CONFLICT, CONTRACTOR TO INSTALL RISER AND 6" PIPE RUN AFTER PRESSURE TESTING PROPOSED WATER LINE & ABANDONING EXISTING WATER LINE. EXACT LOCATION FOR FIRE HYDRANT/BLOW-OFF TO BE DETERMINED BY THE INSPECTOR DURING CONSTRUCTION.

CONSTRUCTION NOTES — QUANTITIES

1A	INSTALL 8-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP	510 LF
1B	INSTALL 12-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP	350 LF
2	INSTALL 12" NON-POTABLE GATE VALVE WITH VALVE CAN PER DETAIL 3, SHEET 3	1 EA
3	INSTALL 16-INCH X 16-INCH X 12-INCH FLANGED TEE WITH RESTRAINED JOINTS	1 EA
4	INSTALL 45° BEND WITH RESTRAINED JOINTS (SIZE PER PLAN)	3 EA
5	INSTALL 4-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP AT 30" MINIMUM COVER	100 LF
6	INSTALL 16-INCH RESTRAINED COUPLING	1 EA
7	INSTALL RESTRAINED COUPLING (SIZE PER PLAN)	2 EA
8	ABANDON EXISTING 6" PVC OR 12" PVC WATER MAIN IN PLACE	PER PLAN
9	CONSTRUCT THRUST BLOCK PER "TYPICAL THRUST BLOCK DETAIL" ON SHEET 3	1 EA
10	CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF EXISTING UTILITY	PER PLAN
11	TRENCH, BACKFILL AND PAVEMENT REPAIR PER DETAIL 1, SHEET 3	PER PLAN
12	RESTRAIN ALL JOINTS	PER PLAN
13	INSTALL 4" NON-POTABLE GATE VALVE WITH VALVE CAN PER DETAIL 3, SHEET 3	2 EA
14	INSTALL 8-INCH X 8-INCH X 4-INCH FLANGED TEE WITH RESTRAINED JOINTS	2 EA
15	IF EXISTING UTILITY ELEVATION CONFLICTS WITH PROPOSED PIPELINE INSTALL DROP SECTION PER DETAIL 5, SHEET 3 OR INCREASE COVER TO PROVIDE MINIMUM SEPARATION	5 EA
16	INSTALL 3-INCH METER W/ SERVICE CONNECTION PER CITY OF REDLANDS STANDARD	2 EA
17	INSTALL 3-INCH BACK-FLOW DEVICE PER CITY OF REDLANDS STANDARD	1 EA
18	1-1/2 INCH AC GRIND AND 1-1/2 AC OVERLAY	56,000 SF
19	INSTALL STRIPING, LEGENDS, LOOPS PER PLAN AND QUANTITY TABLE ON SHEET 6	PER PLAN
20	INSTALL 14-INCH STEEL CASING PER DETAIL 'E' ON SHEET 6	510 LF

SYMBOL LEGEND

EXISTING SEWER AND MANHOLE	PROPOSED FIRE HYDRANT
EXISTING WATER & VALVE	PROPOSED WATER SERVICE
EXISTING BLOWOFF ASSEMBLY	ROADWAY CENTERLINE
EXISTING WATER METER	PROPERTY - R/W LINE
EXISTING SEWER LATERAL	PROPOSED WATER & VALVE
EXISTING FIRE HYDRANT	EDGE OF PAVEMENT
EXISTING AIR RELEASE VALVE	EXISTING CURB & GUTTER
DETAIL NUMBER	STREET ADDRESS
"SHOWN ON" SHEET NUMBER	RESTRAINED JOINTS

DETAIL 1 / SCALE

CALTRANS ENCROACHMENT PERMIT
NUMBER: 08-24-N-UJ-0098

REGISTERED PROFESSIONAL ENGINEER — GOUTAM KUMAR DOBEY — No. C75646 — CIVIL — STATE OF CALIFORNIA

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

RECYCLED WATER FOR CALIFORNIA ST ORANGE GROVES
LUGONIA AVE TO SOUTH OF I-10 FWY
PROJECT No. S531021

GENERAL NOTES, CONSTRUCTION NOTES AND SYMBOL LEGEND

Designed by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024
Drawn by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024

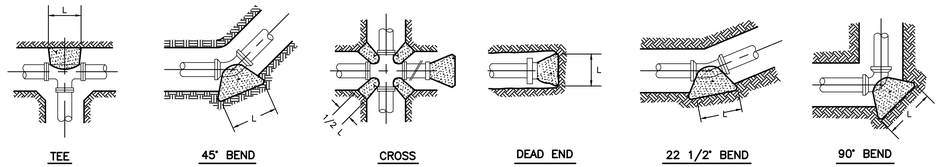
Reviewed By: 10/30/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 10/30/2024
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 2 of 6 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

NP-00110 - 2/6

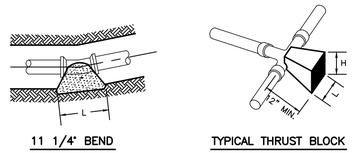
V:\FILES\Engineering\Capital Projects\S531000 NONPOTABLE PROJECTS\Recycled Water for California St Orange Groves Project\0 DESIGN\NP-00110 PLAN.dwg

Redlands Municipal Code 12.24.235



GENERAL NOTES

1. CONCRETE SHALL BE 560-C-3250 PER GREENBOOK, LATEST EDITION.
2. THRUST BLOCKS SHALL BEAR AGAINST UNDISTURBED SOIL, BACKFILL COMPACTED TO 95% RELATIVE COMPACTION, OR CLASS 100-E-100 SLURRY PER GREENBOOK, LATEST EDITION.
3. BEARING AREAS L X H ARE COMPUTED FOR TEST PRESSURES OF 225 PSI IN MAINS LAID IN A COHESIONLESS SOIL (C=0) WITH INTERNAL ANGLE OF FRICTION OF 37°, A UNIT WEIGHT OF 110 PCF, AND AT LEAST 32" OF COVER.
4. BEARING AREAS L X H SHALL BE APPROVED BY THE CITY WHERE MAINS: (A) BEAR AGAINST WEAKER SOIL THAN DESCRIBED ABOVE, (B) HAVE LESS THAN 32" OF COVER, OR (C) ARE NOT REPRESENTED BY A FITTING OR SIZE SHOWN HEREON.
5. L IS APPROXIMATELY EQUAL TO H FOR SMALLER THRUST BLOCKS. L IS GREATER THAN H FOR LARGER THRUST BLOCKS. H SHALL NOT EXCEED TRENCH HEIGHT.



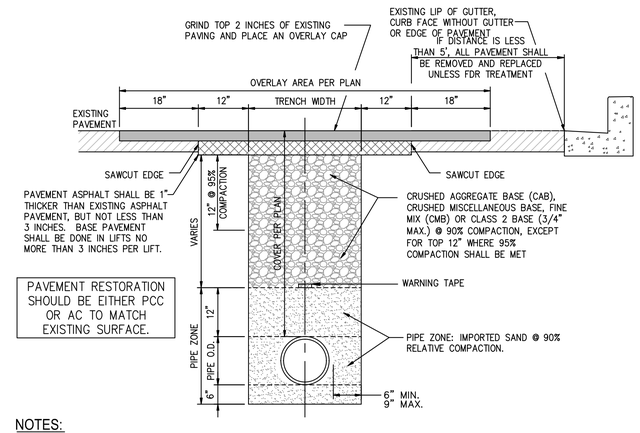
THRUST BLOCK SIZES

Bearing Area (sq-ft) and Thrust Block Dimensions (in)

PIPE SIZE (inches)	DEAD END			TEE OR CROSS			90° BEND			45° BEND			22.5° BEND			11.25° BEND		
	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)
4	2.0	17	17	2.0	17	17	2.9	21	21	1.9	17	17	1.0	12	12	0.4	8	8
6	4.3	25	25	4.3	25	25	6.0	30	30	4.3	25	25	2.2	18	18	1.0	12	12
8	7.4	36	30	7.4	36	30	10.5	42	36	7.6	37	30	3.9	24	24	1.9	17	17
10	12.1	42	42	12.1	42	42	17.1	59	42	10.3	42	36	5.5	30	27	3.1	22	22
12	17.2	52	48	17.2	52	48	24.3	73	48	17.2	52	48	8.7	42	30	4.3	26	24
16	26.7	72	54	26.7	72	54	37.8	101	54	30.6	82	54	15.6	54	42	7.8	38	30

TYPICAL THRUST BLOCK DETAIL

SCALE: N.T.S.

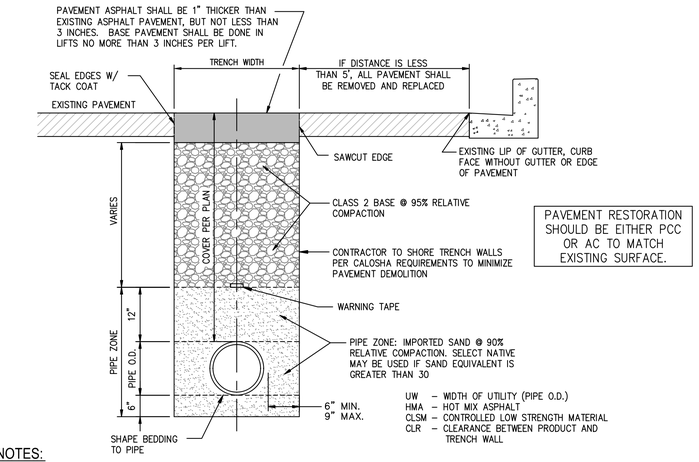


NOTES:

1. A 24 – HOUR NOTICE MUST BE GIVEN TO A CITY OF REDLANDS INSPECTOR.
2. TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH "WORK AREA TRAFFIC CONTROL HANDBOOK".
3. SAWCUT A CLEAN, STRAIGHT, VERTICAL EDGE APPROXIMATELY 1 FOOT BEYOND THE EDGE OF THE TRENCH WIDTH. ALL LIQUIDS GENERATED BY SAW CUTTING SHALL BE VACUUMED AND LEGALLY DISPOSED OF IN COMPLIANCE WITH THE FEDERAL CLEAN WATER ACT. SAW CUTTING MUST BE COMPLETED IN ADVANCE OF PAVEMENT REPAIR.
4. UNTIL PERMANENT PAVEMENT IS REPLACED OVER A BACKFILLED TRENCH, A MINIMUM 2" THICKNESS OF TEMPORARY ASPHALT CONCRETE PAVING SHALL BE PLACED WITHIN THE TRENCH AREA. THE TEMPORARY PAVING SHALL BE PLACED AND COMPACTED IN SUCH A MANNER AS TO PROVIDE A SAFE AND SMOOTH CONDITION UNTIL PERMANENT PAVING IS ON PLACE. TEMPORARY PAVING SHALL BE MAINTAINED DAILY.
5. REMOVE THE REPAIR SECTION TO A DEPTH OF 1 INCH GREATER THAN THE EXISTING PAVEMENT, BUT NO LESS THAN 3 INCHES.
6. TACK COAT SHALL BE SS1H ASPHALT EMULSION.
7. APPLY AN EVEN TACK COAT TO DRY AND CLEAN VERTICAL EDGES.
8. BASE COURSE SHALL BE B – PG 64-10 (3/4") ASPHALT CONCRETE AND COMPACTED TO MINIMUM 95% RELATIVE COMPACTION.
9. INSPECTOR MUST BE NOTIFIED TO INSPECT BASE PAVING BEFORE APPLYING FINISHING CAP. ALLOW A MINIMUM OF 72 HOURS BEFORE APPLYING FINISHING CAP.
10. APPLY AN EVEN HOT TACK COAT TO EDGES AND SURFACE TO BE CAPPED.
11. FINISH CAP SHALL BE C2 – PG 64-10 (1/2") ASPHALT CONCRETE AND COMPACTED TO MINIMUM 95% RELATIVE COMPACTION.
12. APPLY SEAL COAT TO FINISHED EDGES USING SS1H EMULSION.
13. APPLY #30 SILICA SAND TO EDGES OF FINISHED PAVEMENT.
14. FINISHED SURFACE SHALL EXHIBIT A SMOOTH, UNIFORM APPEARANCE, FREE OF VOIDS AND SEGREGATION.
15. TRAFFIC CONTROL IS TO REMAIN IN PLACE UNTIL THE NEW PAVEMENT IS ALLOWED TO COOL TO A POINT THAT IT CAN SUSTAIN MOTOR VEHICLES WITHOUT SCUFFING OR RUTTING.
16. ALL UNDERGROUND SERVICE ALERT (USA) MARKINGS SHALL BE MARKED USING MARKING CHALK ONLY. ALL USA MARKINGS SHALL BE REMOVED WITHIN 30 DAYS FROM COMPLETION OF CONSTRUCTION ACTIVITY, USING A CITY APPROVED METHOD OF REMOVAL. UTILIZING PAINT TO COVER OVER MARKINGS WILL NOT BE ACCEPTED.
17. BASE PAVING MAY NOT BE INSTALLED UNTIL ALL PIPELINE IS TESTED AND ACCEPTED. CONTRACTOR SHALL MAINTAIN TEMPORARY ASPHALT PAVEMENT UNTIL THIS CONDITION IS MET AND PERMANENT PAVING OPERATIONS MAY BEGIN.

T-CUT TRENCH REPAIR DETAIL 1

NOT TO SCALE



NOTES:

1. HOT MIX ASPHALT (HMA) SHALL BE TYPE A, WITH 1/2-INCH AGGREGATE GRADATION AND PG 64-16 ASPHALT BINDER, AND BE CONSTRUCTED IN LIFTS BETWEEN 0.15' AND 0.20' ACCORDING TO CALTRANS STANDARD SPECIFICATIONS SECTION 39 AND STANDARD SPECIAL PROVISION 39-2.
2. PRIME COAT SHALL BE APPLIED TO THE BASE PRIOR TO PLACING THE HOT MIX ASPHALT. PRIME COAT SHALL CONFORM TO THE LATEST PROVISIONS IN SECTION 93 AND THE CALTRANS STANDARD SPECIAL PROVISION 39-1.03 C (3).
3. ALL METHODS OF COMPACTION SHALL BE BY MECHANICAL MEANS. PONDING, JETTING OR FLOODING SHALL NOT BE ALLOWED.
4. AGGREGATE BASE SHALL CONFORM TO SECTION 26 OF THE STANDARD SPECIFICATIONS.
5. WHEN CLSM IS UTILIZED THE MIX DESIGN AND TEST RESULTS SHALL BE SUBMITTED TO THE STATE'S REPRESENTATIVE.CONTROLLED LOW-STRENGTH MATERIAL (CLSM) SHALL COMPLY WITH STANDARD SPECIFICATIONS SECTION 19-3.02F AND 19-3.03I.
6. ALL WORK SHALL BE AS AUTHORIZED BY THE APPROVED ENCROACHMENT PERMIT PLANS, AND/OR AS DIRECTED BY THE STATE'S REPRESENTATIVE.
7. COLD PLANING AND RE-SURFACING OVERLAY SHALL BE PARALLEL TO THE ROADWAY AND TO THE NEAREST LANE LINE FOR THE ENTIRE LENGTH OF THE TRENCH/DISTURBED AREAS, AND/OR AS DIRECTED BY THE STATE'S REPRESENTATIVE.
8. WHEN COLD PLANING IS REQUIRED, THE MINIMUM SHALL BE 0.16' OR AS DIRECTED BY THE STATE'S REPRESENTATIVE TO ACCOMMODATE FIELD CONDITIONS.
9. COLD PLANING MAY BE REQUIRED AT THE DIRECTION OF THE STATE'S REPRESENTATIVE TO ACCOMMODATE THE PLACEMENT OF STEEL PLATES.
10. WHEN TRENCH PLACEMENT IS WITHIN 4' OF CURB & GUTTER, ADDITIONAL COLD PLANING MAY BE REQUIRED AT THE DISCRETION OF THE STATE'S REPRESENTATIVE.
11. ANY PAVEMENT MARKINGS AND/OR STRIPING REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AS DIRECTED BY THE STATE'S REPRESENTATIVE.
12. OTHER TRENCH RELATED DETAILS ARE SHOWN IN FIGURE 6.1, CHAPTER 6 OF THE ENCROACHMENT PERMITS MANUAL.
13. A PAINT BINDER (TACK COAT) OF ASPHALTIC EMULSION CONFORMING TO SECTION 39-4.02, PRIME COAT & PAINT BINDER (TACK COAT) SHALL BE FURNISHED AND APPLIED.
14. TACK COAT SHALL BE APPLIED TO EXISTING PAVEMENT INCLUDING PLANED SURFACES, BETWEEN LAYERS OF HMA AND VERTICAL SURFACES OF CURBS, GUTTERS, AND CONSTRUCTION JOINTS. TACK COAT MUST COMPLY WITH THE SPECIFICATIONS FOR ASPHALTIC EMULSION IN SECTION 94 – "ASPHALTIC EMULSION" OR ASPHALT BINDER IN SECTION 92 – "ASPHALTS".

CALTRANS TRENCH & BEDDING RESTORATION DETAIL 2

NOT TO SCALE

BASIC SEPARATION STANDARDS

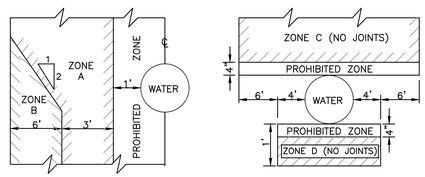
1. PARALLEL CONSTRUCTION: THE HORIZONTAL DISTANCE BETWEEN DOMESTIC WATER AND RECLAIMED WATER LINES AND SEWER LINES SHALL BE AT LEAST 10 FEET, OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
2. PERPENDICULAR CONSTRUCTION (CROSSING): WATER LINES SHALL BE AT LEAST ONE FOOT ABOVE SEWER AND RECLAIMED WATER LINES WHERE THESE LINES MUST CROSS.
3. SPECIAL PROVISIONS: WHERE THE BASIC SEPARATION STANDARDS CANNOT BE ATTAINED ALTERNATIVE CONSTRUCTION CRITERIA ARE SHOWN BELOW:

GENERAL NOTES:

1. NO PIPE JOINTS SHALL BE PERMITTED WITHIN ZONE D AND ZONE C. IF THAT CANNOT BE ACCOMPLISHED, THE NEW LINE SHALL BE ENCASED FOR THE FULL LENGTH OF THE RESPECTIVE ZONE.
2. NEW SEWER FORCE MAINS SHALL NOT BE PERMITTED IN ZONES A THROUGH D.
3. THE MATERIALS OF NEW LINES AT CROSSINGS SHALL BE CONSISTENT WITH OTHER NEW MATERIALS I.E., STEEL ON A STEEL LINE.
4. THESE CONSTRUCTION CRITERIA APPLY TO HOUSE SEWER LATERALS THAT CROSS ABOVE A WATER MAIN, BUT NOT TO THOSE THAT CROSS BELOW A WATER LINE.
5. WHEN INSTALLING NEW DOMESTIC WATER D.I.P. BELOW AN EXISTING HOUSE SEWER LATERAL, THE REQUIRED ZONE C LENGTH CAN BE THAT OF A TYPICAL 18-FOOT STICK.

SITUATION:

LOCATION OF NEW SEWER & RECLAIMED WATER LINES TO EXISTING DOMESTIC WATER LINE.



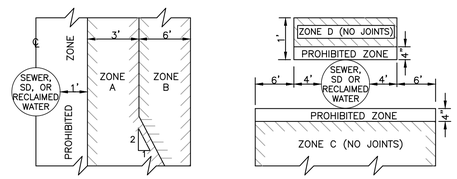
PARALLEL CONSTRUCTION — PERPENDICULAR CROSSING

IF ANY SEWER OR RECLAIMED WATER PIPELINES ARE TO BE CONSTRUCTED WITHIN ANY OF THE ABOVE INDICATED ZONES, SPECIAL CONSTRUCTION SHALL BE REQUIRED AS DESCRIBED BELOW.

ZONE	SEWER	RECLAIMED WATER
A.	DO NOT LOCATE ANY PARALLEL SEWER OR RECLAIMED STATE AND LOCAL HEALTH DEPARTMENT APPROVAL.	WATER LINES IN THIS AREA WITHOUT A
B.	USE V.C.P., CLASS 200 PVC, OR D.I.P. WITH COMPRESSION JOINTS.	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900
C.	USE D.I.P. WITH MECHANICAL JOINTS OR CLASS 200 P.V.C. – AWWA C900	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900
D.	USE D.I.P. OR CLASS 200 P.V.C. – AWWA C900	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900

SITUATION:

LOCATION OF NEW DOMESTIC TO EXISTING SEWER & RECLAIMED WATER LINES.



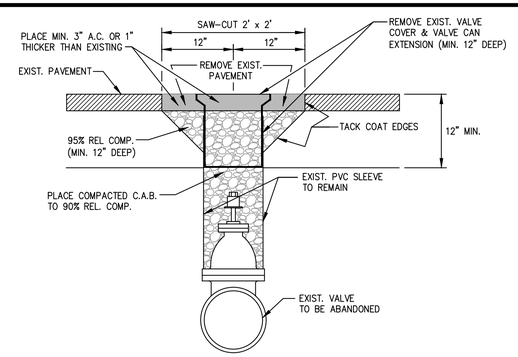
PARALLEL CONSTRUCTION — PERPENDICULAR CROSSING

IF ANY WATER LINE IS TO BE CONSTRUCTED WITHIN ANY OF THE ABOVE INDICATED ZONES, SPECIAL CONSTRUCTION SHALL BE REQUIRED AS DESCRIBED BELOW.

ZONE	DOMESTIC WATER (SEE GENERAL NOTE 3)
A.	DO NOT LOCATE ANY PARALLEL DOMESTIC WATER LINE IN THIS AREA A WITHOUT STATE AND LOCAL HEALTH DEPARTMENT APPROVAL.
B.	USE D.I.P. OR WELDED CML & C STEEL
C.	USE D.I.P. OR WELDED CML & C STEEL
D.	USE D.I.P. OR WELDED CML & C STEEL

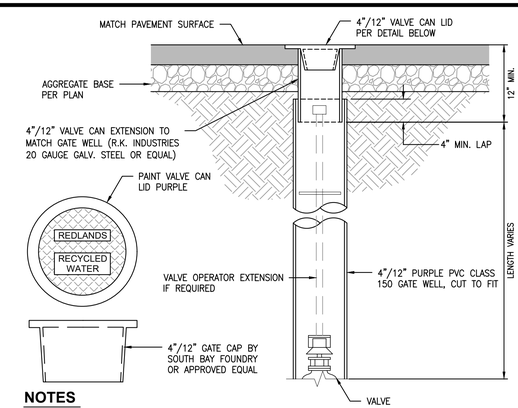
WATER AND SEWER SEPARATION STANDARDS

(MINIMUM REQUIREMENTS AS ESTABLISHED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES)



ABANDON EXISTING VALVE DETAIL 4

SCALE: N.T.S.



NOTES

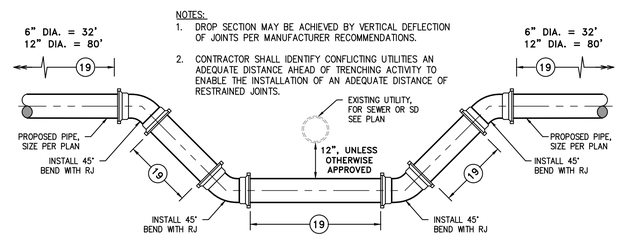
1. VALVE CANS SHALL NOT BE LOCATED IN A GUTTER OR CROSS GUTTER.
2. WHERE DEPTH TO VALVE OPERATOR IS GREATER THAN 6 FEET INSTALL AN OPERATOR EXTENSION.

NON-POTABLE WATER VALVE CAN 3

NOT TO SCALE

NOTES:

1. DROP SECTION MAY BE ACHIEVED BY VERTICAL DEFLECTION OF JOINTS PER MANUFACTURER RECOMMENDATIONS.
2. CONTRACTOR SHALL IDENTIFY CONFLICTING UTILITIES AN ADEQUATE DISTANCE AHEAD OF TRENCHING ACTIVITY TO ENABLE THE INSTALLATION OF AN ADEQUATE DISTANCE OF RESTRAINED JOINTS.



TYPICAL DROP SECTION DETAIL 5

NOT TO SCALE

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial

Revisions

CALTRANS ENCROACHMENT PERMIT
NUMBER: 08-24-N-UJ-0098

REGISTERED PROFESSIONAL ENGINEER — GOUTAM KUMAR DOBEY — No. C75646 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

RECYCLED WATER FOR CALIFORNIA ST ORANGE GROVES
LUGONIA AVE TO SOUTH OF I-10 FWY
PROJECT No. S531021
STANDARD DETAILS

Designed by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024
Drawn by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024

Reviewed By: Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 10/30/2024
Approved By: Goutam K. Dobey, City Engineer, R.C.E. 75646 — 10/30/2024 — Date

Sheet 3 of 6 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

NP-00110 - 3/6

Under ground Service Alert of Southern California
Call: 811
TWO WORKING DAYS BEFORE YOU DIG

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

Redlands Utilities Engineering Design Standards

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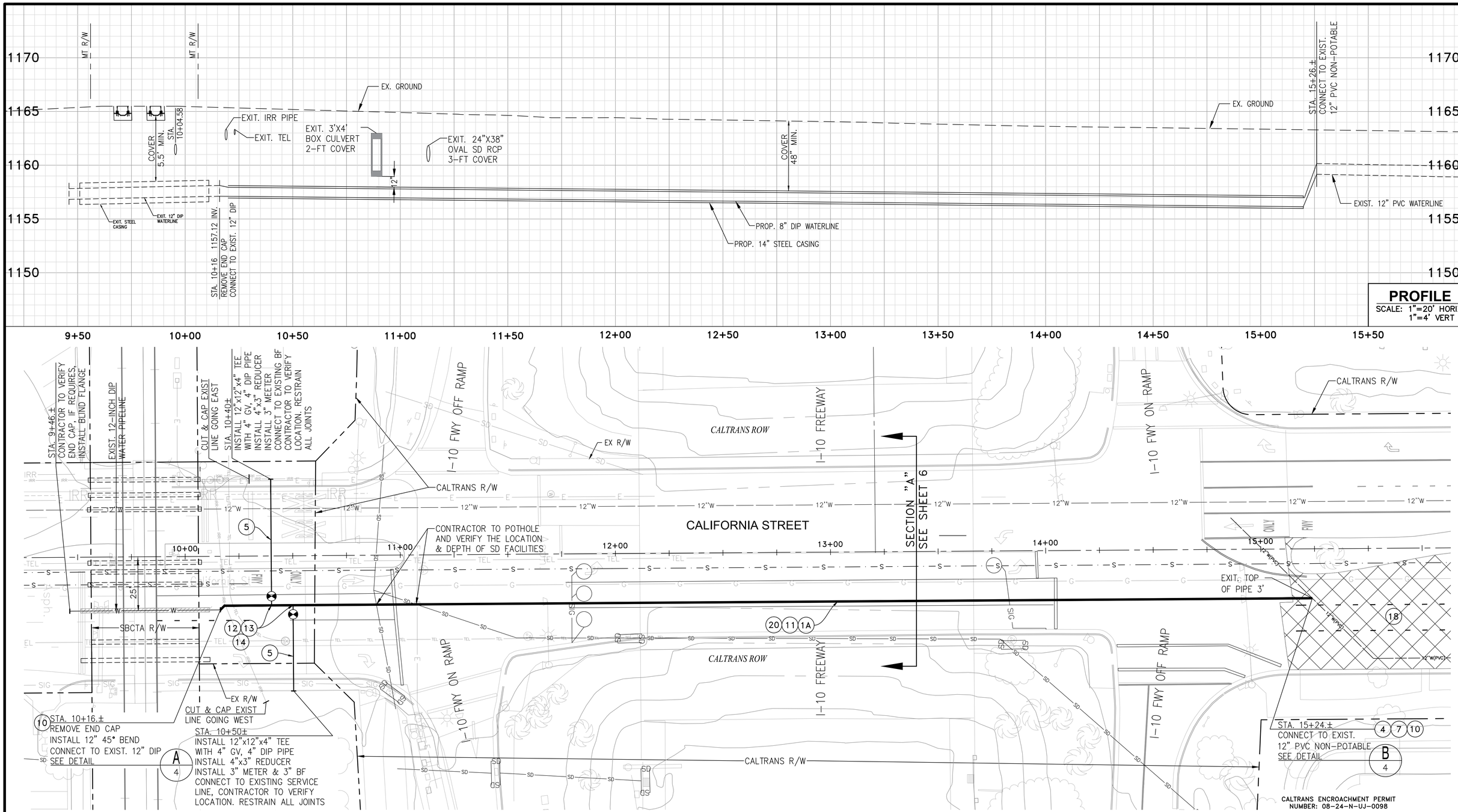

ENGINEER'S NOTICE TO CONTRACTOR

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CALL BEFORE YOU DIG

Underground Service Alert of Southern California

Call: 811

TWO WORKING DAYS BEFORE YOU DIG

CONSTRUCTION NOTES

1A INSTALL 8-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP AT 48" MINIMUM COVER

4 INSTALL 45° BEND WITH RESTRAINED JOINTS (SIZE PER PLAN)

5 INSTALL 4-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP AT 30" MINIMUM COVER

7 INSTALL RESTRAINED COUPLING (SIZE PER PLAN)

8 ABANDON EXISTING 6" PVC OR 12" PVC WATER MAIN IN PLACE

9 CONSTRUCT THRUST BLOCK PER "TYPICAL THRUST BLOCK DETAIL" ON SHEET 3

10 CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF EXISTING UTILITY

11 TRENCH, BACKFILL AND PAVEMENT REPAIR PER DETAIL 1, SHEET 3 (PER DETAIL 2, SHEET 3 WITHIN CALTRANS RIGHT-OF-WAY)

12 RESTRAIN ALL JOINTS

13 INSTALL 4" NON-POTABLE GATE VALVE WITH VALVE CAN PER DETAIL 3, SHEET 3

14 INSTALL 8-INCH X 8-INCH X 4-INCH FLANGED TEE WITH RESTRAINED JOINTS

15 IF EXISTING UTILITY ELEVATION CONFLICTS WITH PROPOSED PIPELINE INSTALL DROP SECTION PER DETAIL 5, SHEET 3 OR INCREASE COVER TO PROVIDE MINIMUM SEPARATION

16 INSTALL 3-INCH METER W/ SERVICE CONNECTION PER CITY OF REDLANDS STANDARD

17 INSTALL 3-INCH BACK-FLOW DEVICE PER CITY OF REDLANDS STANDARD

18 1-1/2 INCH AC GRIND AND 1-1/2 AC OVERLAY

19 INSTALL STRIPING, LEGENDS, LOOPS PER PLAN AND QUANTITY TABLE ON SHEET 6

20 INSTALL 14-INCH STEEL CASING PER DETAIL 'E' ON SHEET 6.

GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

W S N E

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER GOUTAM KUMAR DOBEY NO. C75646 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS

Municipal Utilities and Engineering Department

RECYCLED WATER FOR CALIFORNIA ST ORANGE GROVES
LUGONIA AVE TO SOUTH OF I-10 FWY
PROJECT No. S531021
CALIFORNIA STREET
STA. 9+25.00 TO STA. 15+75.00

Designed by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024
Drawn by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024

Reviewed By: 10/30/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 10/30/2024
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 4 of 6 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

NP-00110 - 4/6

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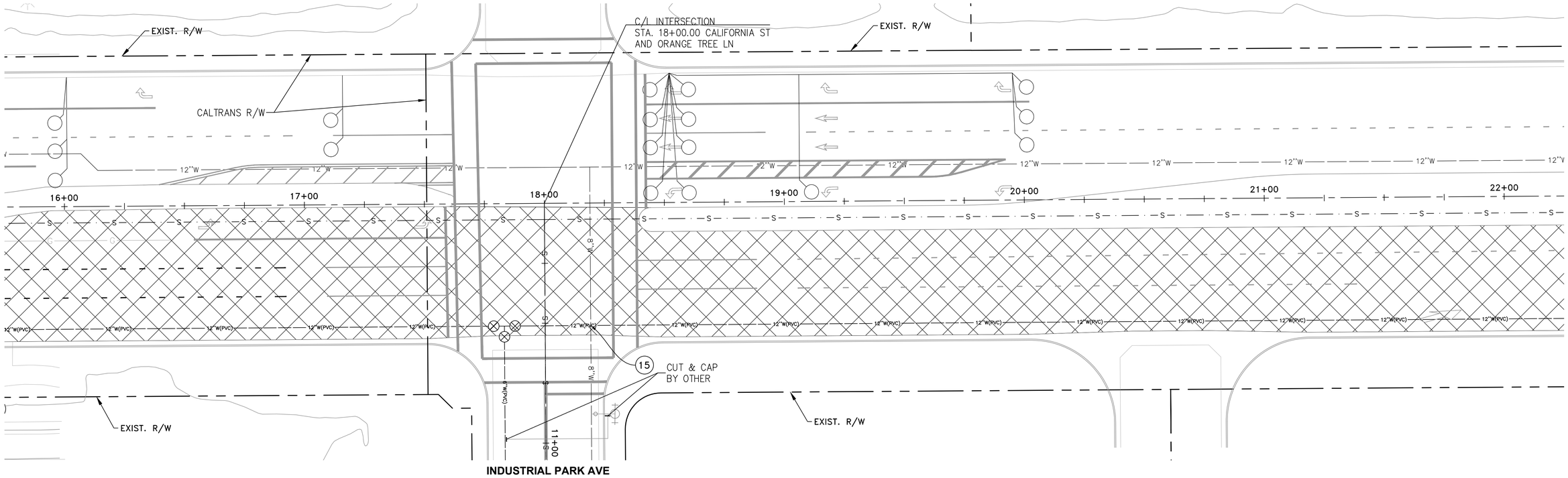

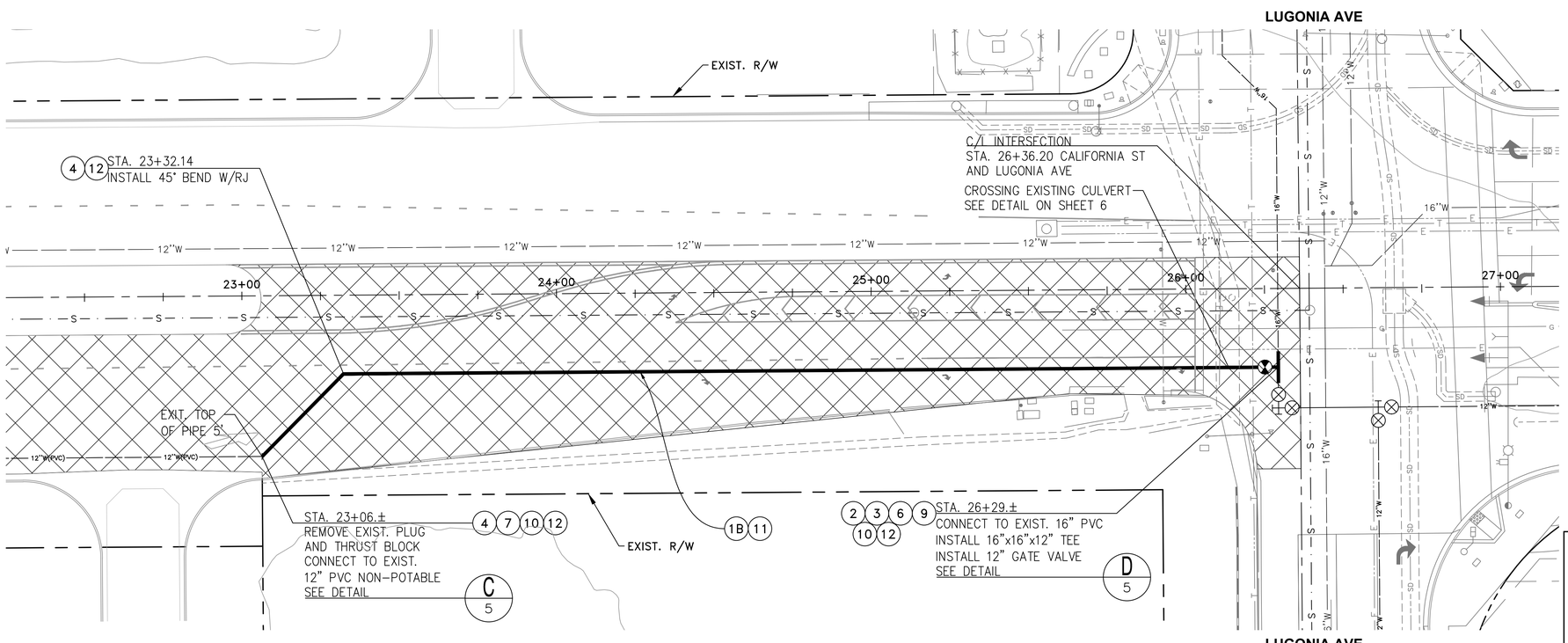

CONSTRUCTION NOTES

- (1B) INSTALL 12-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP AT 36" MINIMUM COVER
- (2) INSTALL 12" NON-POTABLE GATE VALVE WITH VALVE CAN PER DETAIL 3, SHEET 3
- (3) INSTALL 16-INCH X 16-INCH X 12-INCH FLANGED TEE WITH RESTRAINED JOINTS
- (4) INSTALL 45° BEND WITH RESTRAINED JOINTS (SIZE PER PLAN)
- (5) INSTALL 4-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP AT 30" MINIMUM COVER
- (6) INSTALL 16-INCH RESTRAINED COUPLING
- (7) INSTALL RESTRAINED COUPLING (SIZE PER PLAN)
- (8) ABANDON EXISTING 6" PVC OR 12" PVC WATER MAIN IN PLACE
- (9) CONSTRUCT THRUST BLOCK PER "TYPICAL THRUST BLOCK DETAIL" ON SHEET 3
- (10) CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF EXISTING UTILITY
- (11) TRENCH, BACKFILL AND PAVEMENT REPAIR PER DETAIL 1, SHEET 3 (PER DETAIL 2, SHEET 3 WITHIN CALTRANS RIGHT-OF-WAY)
- (12) RESTRAIN ALL JOINTS
- (13) INSTALL 4" NON-POTABLE GATE VALVE WITH VALVE CAN PER DETAIL 3, SHEET 3
- (15) IF EXISTING UTILITY ELEVATION CONFLICTS WITH PROPOSED PIPELINE INSTALL DROP SECTION PER DETAIL 5, SHEET 3 OR INCREASE COVER TO PROVIDE MINIMUM SEPARATION
- (16) INSTALL 3-INCH METER W/ SERVICE CONNECTION PER CITY OF REDLANDS STANDARD
- (17) INSTALL 3-INCH BACK-FLOW DEVICE PER CITY OF REDLANDS STANDARD
- (18) 1-1/2 INCH AC GRIND AND 1-1/2 AC OVERLAY
- (19) INSTALL STRIPING, LEGENDS, LOOPS PER PLAN AND QUANTITY TABLE ON SHEET 6

LEGEND

1-1/2 INCH AC GRIND AND 1-1/2 INCH AC OVERLAY

CALTRANS ENCROACHMENT PERMIT
NUMBER: 08-24-N-UJ-0098

Under ground Service Alert of Southern California
Call: 811
TWO WORKING DAYS BEFORE YOU DIG

ENGINEER'S NOTICE TO CONTRACTOR

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GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

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LINE IS 2 INCHES AT FULL SIZE
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Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER GOUTAM KUMAR DOBEY NO. C75646 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS

Municipal Utilities and Engineering Department

RECYCLED WATER FOR CALIFORNIA ST ORANGE GROVES
LUGONIA AVE TO SOUTH OF I-10 FWY
PROJECT No. S531021
CALIFORNIA STREET
STA. 15+75.00 TO STA. 26+29±

Designed by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024
Drawn by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024

Reviewed By: 10/30/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 10/30/2024
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 5 of 6 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

NP-00110 - 5/6

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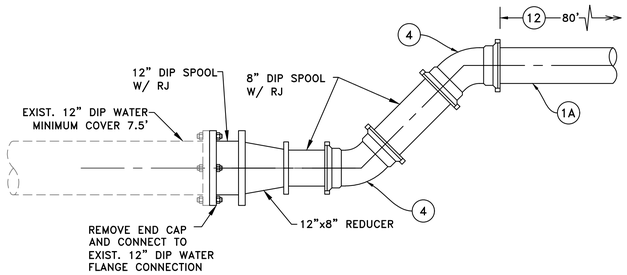
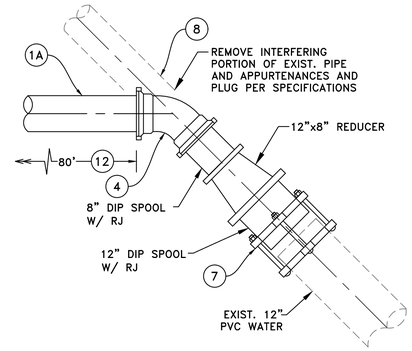


CONNECTION DETAIL (A/4)

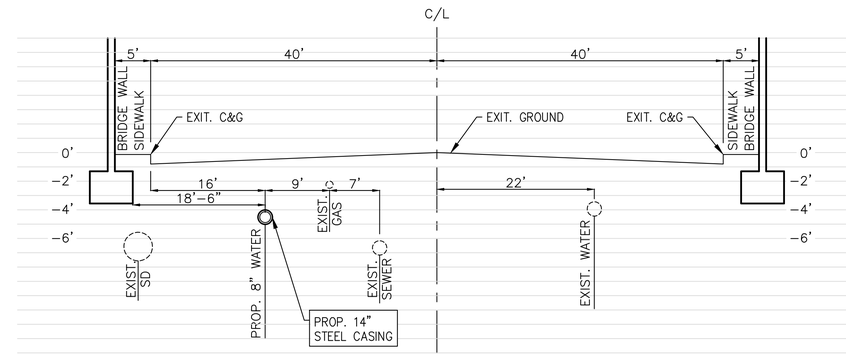
STA. 10+16.± CALIFORNIA STREET
NOT TO SCALE



CONNECTION DETAIL (B/4)

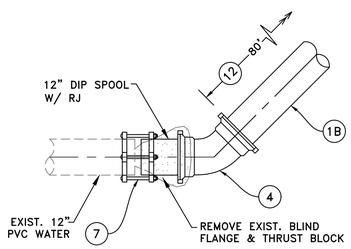
STA. 15+26.± CALIFORNIA STREET
NOT TO SCALE

STRIPING/LEGENDS	QUANTITIES
6-INCH DOUBLE YELLOW THERMOPLASTIC STRIPING	780 LF
12-INCH THERMOPLASTIC STRIPING	670 LF
8-INCH THERMOPLASTIC STRIPING	300 LF
6-INCH THERMOPLASTIC STRIPING	1,060 LF
6-INCH SKIP THERMOPLASTIC STRIPING	1,000 LF
	12 EA
TRAFFIC LOOPS	4 EA



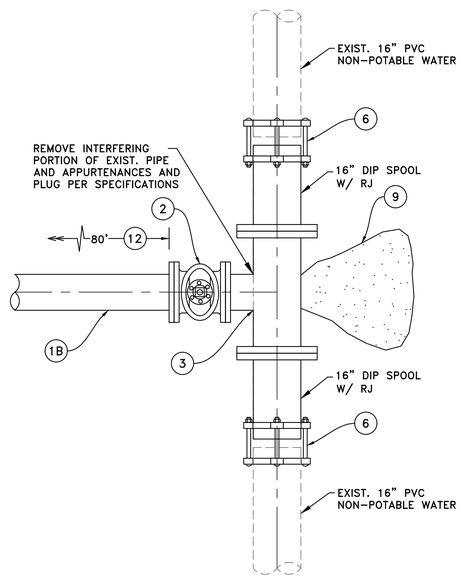
SECTION "A"

PROFILE



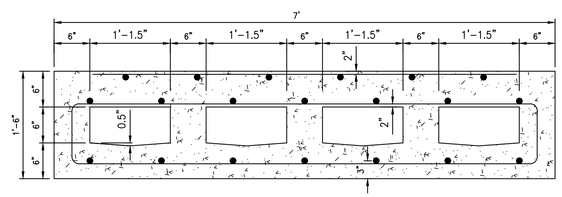
CONNECTION DETAIL (C/5)

STA. 23+06.± CALIFORNIA STREET
NOT TO SCALE



CONNECTION DETAIL (D/5)

STA. 26+29.± CALIFORNIA STREET
NOT TO SCALE

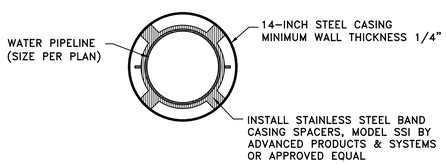


EXISTING CULVERT

CALIFORNIA ST & LUGONIA AVE
NOT TO SCALE

NOTES:

1. CASING SPACERS SHALL BE INSTALLED TO KEEP THE CARRIER PIPE CENTERED AND RESTRAINED WITHIN THE CASING.
2. CASING SPACERS SHALL BE STAINLESS STEEL BAND, MODEL SSI BY ADVANCE PRODUCTS & SYSTEMS, OR APPROVED EQUAL.
3. INSTALL CASING SPACERS WITHIN 1' FROM EACH END OF THE CASING AND 1' FROM EACH BELL JOINT AND AT THE CENTER OF EACH PIPE JOINT. CONSULT MANUFACTURER FOR RECOMMENDED SPACER SIZE.
4. END SEAL SHALL BE MODEL AW BY ADVANCE PRODUCTS & SYSTEMS, OR APPROVED EQUAL.
5. RUNNER HEIGHT TO BE DETERMINED BY MANUFACTURER.
6. CASING SHALL BE INSTALLED BY JACK AND BORE.



STEEL CASING DETAIL (E/4)

NOT TO SCALE

CONSTRUCTION NOTES

1A INSTALL 8-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP
1B INSTALL 12-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP
2 INSTALL 12" NON-POTABLE GATE VALVE WITH VALVE CAN PER DETAIL 3, SHEET 3
3 INSTALL 16-INCH X 16-INCH X 12-INCH FLANGED TEE WITH RESTRAINED JOINTS
4 INSTALL 45° BEND WITH RESTRAINED JOINTS (SIZE PER PLAN)
6 INSTALL 16-INCH RESTRAINED COUPLING
7 INSTALL RESTRAINED COUPLING (SIZE PER PLAN)
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12 RESTRAIN ALL JOINTS

CALTRANS ENCROACHMENT PERMIT
NUMBER: 08-24-N-UJ-0098

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

LINE IS 2 INCHES
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Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

RECYCLED WATER FOR CALIFORNIA ST ORANGE GROVES
LUGONIA AVE TO SOUTH OF I-10 FWY
PROJECT No. S531021
CONNECTION DETAILS

Designed by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024
Drawn by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024

Reviewed By: 10/30/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 10/30/2024
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 6 of 6 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

NP-00110 - 6/6

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CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

RECYCLED WATER FOR CALIFORNIA STREET ORANGE GROVES PROJECT No. S531021

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
No. C 75646
CIVIL
STATE OF CALIFORNIA

OCTOBER 2024

RECYCLED PAPER

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

RECYCLED WATER FOR CALIFORNIA STREET ORANGE GROVES PROJECT No. S531021

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" 2021 Edition; "Standard Plans for Public Works Construction" 2021 Edition; Municipal Utilities and Engineering Department's Water Systems Standard Specifications and Sanitary Sewer System Standard Specifications, latest editions; and General Permit Conditions and Trench Specifications.

City Council:
Eddie Tejeda, Mayor
Paul T. Barich, Mayor Pro Tem
Denise Davis, Councilmember
Jenna Guzman-Lowery, Councilmember
Mario Saucedo, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

OCTOBER 2024

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RECYCLED WATER FOR CALIFORNIA
STREET ORANGE GROVES
PROJECT No. S531021

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
RECYCLED WATER FOR CALIFORNIA STREET ORANGE GROVES
PROJECT No. S531021

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands invites all and will receive sealed Proposals (Bids) at the office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands, CA 92373, on **December 12, 2024**, up to the hour of **2:00 p.m.,** at which time they will be opened and publicly read. Bids shall be marked: **BID FOR: RECYCLED WATER FOR CALIFORNIA STREET ORANGE GROVES, PROJECT No. S531021.**

The City Council of the City of Redlands reserves the right to reject any and all Bids, to waive any irregularity, and award contracts in the best interests of the City.

The City of Redlands utilizes PlanetBids, a web-based bid management service to manage request for bids. PlanetBids does not charge a fee to access and view current project 'Request for Bids"; however, they require potential contractors, subcontractors and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://www.cityofredlands.org/RFP.

Proposals (Bids) shall be executed on the separately bound forms included within the "Bid Submittal Package" in accordance with the instructions contained therein.

Bid security, in the form of a cashier's check, a certified check made to the order of the City of Redlands, or a Bidder's Bond, and in an amount not less than ten percent (10%) of the amount of the Bid is required to be submitted with each Bid. Said check or bond shall be given as a guarantee that the bidder will enter into contract with the City of Redlands if awarded the work, and will be declared forfeited if the selected bidder fails to enter into contract within fourteen (14) days after Notice of Award.

The Bidder to whom award is made will be required to furnish a Labor and Material Bond and a Faithful Performance Bond each in an amount of 100% of the Bid amount, from surety company satisfactory to the City of Redlands.

Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance of the work.

Pursuant to the provisions of Section 3300 of the California Public Contract Code, Bidders shall be licensed as Class A or Class C-34 and provide their California State Contractor's License numbers to

the City. In addition, 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.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

All questions related to this project shall be directed to Goutam Dobey, Project Manager, at 909-798-7584 Ext 2. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Jeanne Donaldson, City Clerk,
City of Redlands
San Bernardino County, California

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
RECYCLED WATER FOR CALIFORNIA STREET ORANGE GROVES
PROJECT No. S531021

Bids to receive consideration shall be made in accordance with the following instructions:

1. PROPOSALS:

a. Bids shall be made upon the form of proposal furnished by the City. All Bids shall be properly executed with all items filled in; the signatures of all persons signing shall be in longhand. If the unit price and the total amount named by a Bidder for any item are not in agreement, the unit price shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the sum of the individual bid item's and the total amount named by a Bidder are not in agreement, the sum of the bid item's shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the total price written in words and the total price written in figures are not in agreement, then the total price written in words will be considered as representing the Bidder's intention, and the totals will be corrected by the Engineer to conform thereto.

b. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete Bids, erasures, or irregularities of any kind. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

c. Bids shall be accompanied by a cashier's or a certified check or Bidder's admitted corporate surety bond, in an amount not less than ten percent (10%) of the bid, made payable to the City of Redlands. Said check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the work. In the case of refusal or failure to enter into said Contract, within fourteen (14) days after Notice of Award by the City in writing, the security shall be applied by the City to the difference between such bid and next lowest acceptable bid and surplus, if any, shall be returned to Bidder if cash or check is used, or to Surety if bid bond is used.

d. Before submitting a bid, Bidders shall carefully examine the Plans; read the Specifications; read all other Contract documents; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the Contract. No allowance will be made due to lack of examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality and scope of work to be performed; the quantities of materials to be furnished; and as to the requirements of the Bid Proposal, plans and specifications.

e. Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

f. The bid must be submitted on or before the date and time specified in the Notice Inviting Sealed Proposals (Bids). The bid shall be submitted in a sealed envelope marked in the lower left corner as follows:

BID FOR: RECYCLED WATER FOR CALIFORNIA STREET ORANGE GROVES, PROJECT No. S531021

g. Bids will be opened and publicly read aloud at the time set in the Notice Inviting Sealed Proposals (Bids), in the Office of the City Clerk, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

2. AGREEMENT AND BONDS:

The form of Contract which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents (CD) of these specifications and should be carefully examined by the Bidder. The Agreement, admitted Corporate Surety Bonds and other documents to be executed by the Contractor shall be executed in original-duplicates stamped according to law, one of which original-duplicates shall be filed with the City Clerk of the City of Redlands. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a faithful performance bond and a labor and material bond, each in an amount equal to one hundred percent (100%) of the Contract price. Said bonds shall provide that if the Contractor or their Subcontractor fails to pay for any materials, provision, provender or other supplies or items used in, upon, for or about the performance of the work contracted to be done, or for any work of labor thereon of any kind, or for amounts due under the Unemployment Insurance Act or Workman's Compensation, with respect to such work or labor, that the surety or sureties will pay for the same. The amount shall not exceed the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court. All bonds shall be secured from surety companies satisfactory to the City of Redlands and whose name is on file with the County Clerk of San Bernardino County, as an approved and financially sound surety company authorized to transact business in this state.

3. WITHDRAWAL OF BIDS:

a. Any Bidder may withdraw his Bid, only by written request, at any time prior to the scheduled time for Bid Opening.

b. No Bidder may withdraw his Bid for a period of sixty (60) days after the time of Bid Opening except as allowed by the California Public Contract Code.

4. INSURANCE AND HOLD HARMLESS REQUIREMENTS:

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. 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 City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Insurance Requirements as follows:

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5. LICENSES AND PERMITS:

No bid will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.

The Contractor shall, at the time of bid opening, possess a valid "Class A" or "Class C-34" Contractor's license, and provide its California State Contractor's License number to the City.

All subcontractors listed at the time of bid opening shall possess a valid Contractor's license for the work in which they are specified to complete within the Bid Submittal Package.

The Contractor shall, prior to Notice to Proceed, procure all other permits and licenses as stipulated in the GENERAL CONDITIONS.

In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 or awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors shall submit proof of registration status with their bid submission to the City of Redlands. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. SUBSTITUTION OF SECURITIES:

In accordance with applicable provisions of State law, the Contractor will be permitted to substitute qualified securities in lieu of retention of withheld progress payments by the Owner.

7. SUBCONTRACTORS:

Pursuant to Section 4105 of the California Public Contract Code, the bidder may not circumvent the requirement to list subcontractors by the device of listing one subcontractor, who in turn sublets portions constituting a majority of the work covered by the contract.

A. Pursuant to California Government Code section 4106, subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the Contractor's total bid shall be set forth in a list of subcontractors within the bid documents. Such list shall be accompanied by an experienced statement with pertinent information regarding similar projects and other evidence of qualifications for each such subcontractor, supplier, individual, or entity if requested by City. If City or engineer, after doing an investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, City may, before the notice of award is given, request the apparent successful bidder to submit a substitute, without an increase in the bid.

B. If the apparent successful bidder declines to make any such substitution, City may award the contract to the next lowest bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities declining to make the request and substitutions will not constitute grounds for forfeiture of the bid security of any bidder. Any subcontractor, supplier, individual or entity so listed and against which City makes no written objection prior to the giving of the notice of award will be deemed acceptable by City subject to verification of such assessments after the effective date of the agreement as provided herein.

8. NON DEBARRED CONTRACTORS AND SUBCONTRACTORS

The Contractor and all of its subcontractors shall, at the time of bid opening and for performance of this public works contract, be non-debarred contractors and not be ineligible Contractors pursuant to Public Contract Code section 6109 and Labor Code sections 1777.1 and 1777.7.

9. LABOR LAW REQUIREMENTS

Prior to the start of construction, the Contractor and each subcontractor shall submit to the City an executed Checklist of Labor Law Requirements, included within Appendix A, certifying that each Contractor and Subcontractor will comply with the foregoing Labor Law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

By submitting a bid, the prime contractor and subcontractors involved in this project assure that they intend to comply with the labor law requirements noted within Appendix A, fully understanding that failure to comply may subject them to penalties as noted.

10. BID PROTEST PROCEDURES

Any bid protest must be in writing and received by the City Clerk's Office at 35 Cajon Street, Suite 4, Redlands, CA 92373, before 5:00 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that City is open for normal business, and excludes weekends and holidays as observed by the City.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

10.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

10.5 Copy of Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Contract notwithstanding any pending or continuing challenge to its determination.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA herein called the "City".

Pursuant to and in compliance with your Notice Inviting Bids, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the plans thereto, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

RECYCLED WATER FOR CALIFORNIA STREET ORANGE GROVES
PROJECT No. S531021

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization (Maximum 5% of Total Bid Price)	LUMP SUM	N/A	$_____
2	Erosion Control Plan	LUMP SUM	N/A	$_____
3	Construction Survey	LUMP SUM	N/A	$_____
4	Traffic Control Plan	LUMP SUM	N/A	$_____
5	Install 14" Steel Casing	510 LF	$_____/LF	$_____
6	Install 8" DIP inside the 14" Steel Casing	510 LF	$_____/LF	$_____

BID SCHEDULE (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
7	Install 12" DIP	350 LF	$_____/LF	$_____
8	Install 4" DIP	100 LF	$_____/LF	$_____
9	Install 4" Gate Valve	2 EA	$_____/EA	$_____
10	Install 12" Gate Valve	1 EA	$_____/EA	$_____
11	Connection Detail A, Sheet 6	1 EA	$_____/EA	$_____
12	Connection Detail B, Sheet 6	1 EA	$_____/EA	$_____
13	Connection Detail C, Sheet 6	1 EA	$_____/EA	$_____
14	Connection Detail D, Sheet 6	1 EA	$_____/EA	$_____
15	Install Drop Section per plan	5 EA	$_____/EA	$_____
16	Install 3" Meter with Service Connection Per Plan	2 EA	$_____/EA	$_____
17	Install 3" Back-Flow Device	1 EA	$_____/EA	$_____
18	1.5" AC Grind and 1.5" AC Overlay	56,000 SF	$_____/SF	$_____
19	Install Striping, Legends, Loops Per Plan & Qty Table on Sheet 6	LUMP SUM	N/A	$_____

BID SCHEDULE (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

20	Unforeseen Work Not Covered Within All Other Bid Items	LUMP SUM	N/A	$_____**25,000.00**_____
21	Demobilization	LUMP SUM	N/A	$_____
			BID SCHEDULE TOTAL PRICE (ITEMS 1-21)	**$_____**

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

BID SCHEDULE TOTAL PRICE: **$**_____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

_____

_____

* Provision is made here for the Bidder to include an addition or deduction in its bid, if it wishes, to reflect any last-minute adjustments in prices. The addition or deduction, if made, will be proportionately applied to the Progress Payments total for the respective item in the Schedule of Prices, the amount being added or deducted for each monthly payment. The unit prices entered in the Schedule of Prices will not be affected.

LOW BID DETERMINATION:

The low bid will be determined pursuant to Public Contract Code Section 20103.8 as the lowest bid price on the Bid Schedule Total Price on page BD 12. A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

ADDENDA

Receipt of the following addenda is hereby acknowledged and the same is included in the Bid Price:

Addendum #1_____ (initials) Addendum #2_____ (initials) Addendum #3_____ (initials)

Addendum #4_____ (initials) Addendum #5_____ (initials) Addendum #6_____ (initials)

ATTEST: (if Corporation)

(Corporation Seal)

_____	_____
Company Name	Signature
_____	_____
Address	Name
_____	_____
City, State, Zip	Title

BID CERTIFICATION

The undersigned certifies that they are familiar with the various State and local laws affecting labor, length of working days, employer's liabilities, Sunday work, alien labor, domestic materials, Subcontractors, etc.

It is understood and agreed that the work under the contract will be commenced by the undersigned Bidder, if awarded the contract, within ten (10) calendar days from the date in the Notice to Proceed and will be completed by the Contractor in the time set forth in the **CONTRACT**.

Enclosed find Bidders bond or certified or cashier's check No. _____ on the _____ Bank, in the amount of _____ _____ which is not less than ten percent (10%) of the Bid submitted by the undersigned, made payable to the City of Redlands, California and which is given as a guarantee that the Bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this Bid and the money made payable shall become and remain the property of the City of Redlands.

It is understood and agreed that the City of Redlands has the right to waive defects or irregularities and to accept or reject any or all Bids. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of the Bid Opening except as allowed by the California Public Contract Code.

The following information, required by State law under penalty of perjury, is true and correct. Failure to complete this information renders the bid non-responsive, and the bid must be rejected.

_____	_____
Company Name	Signature
_____	_____
Address	Signatory's Title
_____	_____
City, State, Zip	State License Number and Class
_____	_____
Telephone Number	License Expiration Date

Dated this _____ day of _____, 20___.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the PROJECT No. S531021.

NOW, THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a written contract on the form of agreement bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials; then this obligations shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and Judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____.

_____**(SEAL)**
(Principal)

By:_____
(Signature)

_____**(SEAL)**
(Surety)

By:_____
(Signature)

Address:_____

_____

Telephone (___)_____

(Seal and Notarial Acknowledgment of Surety)

STATEMENT BY BIDDER
NON-COLLUSION AFFIDAVIT

STATE OF)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that

he is
(Sole Owner, a Partner, President, Secretary, etc.)

of
(Contractor)

the party making the foregoing bid on PROJECT No. S531021 that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or of any other Bidder or to fix any overhead, profit, or cost element of the bid price or of that of another bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that the Bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: _____ Title: _____

Subscribed and sworn to before me this _____ day of _____, 20___.

Signature of Officer Administering Oath
(Notary Public)

STATEMENT BY BIDDER
OFFICERS OF CORPORATION (Members of Firm)

The names of all persons interested in the foregoing proposals as principals, are as follows: (IMPORTANT NOTICE - if Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full).

_____ _____

_____ _____

_____ _____

Licensed in accordance with an act providing for the Registration of Contractors, License

No. _____.

Signature of Bidder _____ Dated_____

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer(s) authorized to sign contracts on behalf of the corporation; if Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership, and if the Bidder is an individual, that signature shall be placed above.

STATEMENT BY BIDDER
SUB-CONTRACTORS LIST

Bidder supplies the following information for any Subcontractor who will perform work or labor or render services to the prime contractor, etc. to be used on PROJECT No. S531021, all in accordance with Section 4104 of the California Public Contract Code.

LICENSED SUBCONTRACTOR'S NAME AND BUSINESS ADDRESS	LICENSE #	SPECIFIC DESCRIPTION OF SUBCONTRACT & BID ITEM #	% OF BID ITEM TO BE PERFORMED

STATEMENT BY BIDDER
QUALIFICATION AND EXPERIENCE STATEMENT

The following outline is a record of the undersigned Bidder's experience in construction of three (3) projects of a type similar in magnitude and character to that contemplated under PROJECT No. S531021 within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

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CONTRACT DOCUMENTS
(CD)

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PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 4th day of February, 2025, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and _____ (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Recycled Water for California Street Orange Groves Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Recycled Water for California Street Orange Groves Project, Project No. S531021 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within forty (40) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of one thousand dollars ($1,000) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that one thousand dollars ($1,000) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public

Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

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

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
Recycled Water for California Street Orange Groves Project
Project No. S531021

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this _____ day of _____, 2024.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement dated February 4, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Recycled Water for California Street Orange Groves Project, Project No. S531021 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement 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 true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement 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 Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated February 4, 2025, and identified as Recycled Water for California Street Orange Groves Project, Project No. S531021 is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____ dollars ($_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2025.

(SEAL)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

GENERAL CONDITIONS
(GC)

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GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2021 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The City Engineer of the Agency, or other person designated by the City Engineer, acting either directly or through authorized agents."

Fabricated. An item specifically assembled or made out of selected materials to meet individual design requirements.

Guarantee. See Warranty.

Laboratory. The designated laboratory authorized by the City of Redlands to test materials and work involved in the Contract.

Manufactured. A standard mass-produced unit or item meeting design requirements.

Owner. The City of Redlands, San Bernardino County, California.

Pavement. The uppermost layer of material placed on the traveled way or shoulder. Also referred to as surfacing.

Rain Day. A scheduled working day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to adverse weather-related conditions that cause the Contractor to dismiss the crew.

Street - *Delete and replace with the following:*
"Any road, highway, parkway, freeway, avenue, street, lane, alley, crossing, intersection, court, place, circle, walk, way, or any public right-of-way within the jurisdiction of the Agency."

Surety - *Delete and replace with the following:*
"An admitted corporate surety as listed by the United States Department of Treasury and duly licensed to conduct business in the State of California and County of San Bernardino and acceptable to the City of Redlands, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred."

Warranty. An extended insurance by the Contractor, of any product or item of work installed as a part of this project for replacement and/or repair for the time period specified, including but not limited to, all parts, labor, materials, tools, equipment costs, etc. necessary for the product or item of work to be in proper and acceptable working condition after completion of the project. For the purposes of this Contract, the period of coverage shall begin on the date of the Notice of Completion filed by the Owner.

Working Hours. Unless specified otherwise, working hours shall be from 7:00 AM to 4:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays, as shown on the current year Construction Schedule, are excluded unless authorized by the City.

1-7.2 CONTRACT BONDS. - *Add the following sentence to paragraph 1:*
The warranty provisions set forth in Section 7-18 shall be secured by the Contract Performance Bond required under this section and said Bond shall remain in full force and effect for a period of one year from the date of completion as specified in the Notice of Completion.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS. - *Amend the following:*

Amend the first sentence of paragraph 1 as follows:
"The Contractor will obtain all permits necessary to perform the work in streets, highways, railways or other rights-of-way."

Add the following sentence between the first and second sentences of paragraph 1:
For all work within Caltrans right-of-way and SCRRA (Metrolink) right-of-way, the Contractor shall obtain their own Caltrans and SCRRA right-of-way Encroachment Permit, and pay all necessary permit and inspection fees as required by Caltrans and SCRRA.

Add the following paragraph:
The Contractor shall, prior to the start of work, procure all permits and licenses, including but not limited to, a City Business License for itself, subcontractors, and all parties performing actions associated with this contract within the City of Redlands, City Truck Route Permit, City Street/Lane Closure Permit, City Encroachment Permit, USA Verification Number, DOSH Excavation Permit, other permits required by agencies and/or utilities having jurisdiction on the work, pay all charges and fees required by the City, other agencies and utilities, and give all notices necessary and incidental to the due and lawful prosecution of the work. All City permits associated with this project are no fee to the Contractor.

SECTION 3 - CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS.

3-7.1 General. – *Add the following paragraphs:*
Contractor's working drawings or plans for any structure not included in the plans shall be approved by the Engineer before any work is performed. It is mutually agreed that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of their working plans with the approved plans and specifications.

Finished surfaces in all cases shall conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans will be determined by the Engineer and approved in writing. In the event of a discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

Should it appear that the work to be done or any matter thereto is not sufficiently detailed or explained by the plans and specification, the Contractor shall apply to the Engineer for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original plans and specifications.

3-7.1.1 Preconstruction Meeting. The Contractor to whom the contract is awarded, and all his major subcontractors, shall attend a pre-construction meeting. The time and location of said meeting will be set by the City. Contractor will be given adequate notice of such meeting. It shall be the Contractor's responsibility to notify his subcontractors of the time and location of the meeting. All submittals as required under the General Requirements shall be submitted by the Contractor at the time of the meeting.

The Contractor will be provided with an electronic (.PDF file) of the conformed plans and specifications for their use throughout the project. Contractor is responsible for all costs of reproduction.

Progress meetings will be scheduled by the City. The Contractor will be given at least five working days notice of the time and location of said meetings. The Contractor has the responsibility of notifying his subcontractors, suppliers, and fabricators of the time and location of said meetings.

Meetings will be held either at the job site, at the offices of the City of Redlands, or at any other location approved by the City. The Contractor may request, in writing, that a meeting be held. The City will schedule a meeting at the Contractor's request not more than five working days after receiving said written notice.

3-7.2 Precedence of Contract Documents. – *Replace paragraph 2 with the following:*
The precedence shall be (A. being highest, O. being lowest):

A. Permits from other Agencies as may be required by law.
B. Change Orders.
C. Contract.
D. Addenda.
E. Bid Schedule/Proposal.
F. General Requirements.
G. Technical Specifications.
H. Plans.
I. MUED General Permit Conditions and Trench Specifications.
J. City of Redlands Water & Sewer Systems Standard Specifications.
K. General Conditions.
L. City of Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements and all Supplements
M. Standard Specifications for Public Works Construction (SSPWC), 2018 Edition
N. Standard Plans for Public Works Construction, 2012 Edition
O. Reference Specifications.

3-8.7 Record Drawings. The Contractor shall maintain at the job site, a set of record drawings for the work showing: exact location information of all existing underground utilities encountered, final locations determined in the field, any deviations from the plans and specifications and new work performed within the work area; and all differences between the work as drawn and as installed for all concealed work as well as work added which is not shown on the drawings. Concealed work shall mean all work installed underground or in an area which cannot be readily inspected by use of access panels, inspection plates or other removable features. When vacuum excavation (potholing) services are required, contractor to provide report that identifies depth and alignment of underground utilities.

These record drawings shall be kept current and legible, and shall be available for inspection at all times by the Engineer, Architect and Contractor. All information, changes in the work or work added on these record drawings shall be marked in red. All markings shall use the same legends that are used on the drawings. Indicate locations by exact dimensions and elevations. Give dimensions and elevations from a permanent reference point and prepare all changes to scale.

At the end of construction, the contractor shall prepare one set of marked-up prints of the record drawings indicating any and all revisions and changes to the drawings reflecting As-Built conditions. The drawings shall also contain a listing of all subcontractors who worked on the construction project. The As-Built drawings will be submitted to the Municipal Utilities and Engineering Department for review and approval by the City Inspector and Engineer.

The design engineer or City staff shall prepare the final As-Built drawings for record purposes in one of the following two ways: (1) Check out the original drawings from the City and manually revise the drawings to reflect the As-Built condition; or (2) Re-plot the original drawings electronically on 4 mil mylars and make revisions electronically to reflect the As-Built conditions. The final As-Built drawings will be reviewed and approved by the City Inspector and Engineer

The construction related bonds will not be released by the City until the As-Built drawings are accepted by the Engineer and all City stipulated conditions for the release of the bonds have been satisfied.

3-10 SURVEYING.

3-10.3 Line and Grade. - *Add the following sentences to paragraph 1:*
All distances and measurements shown are and will be made in a horizontal plane. Construction line and grade staking shall be set at maximum intervals of 25 feet when the grade is 0.50 percent or greater. Construction line and grade staking shall be set at maximum intervals of 12 feet when the grade is less than 0.50 percent.

3-10.4 Permanent Survey Markers.
The Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Profession Code shall be hired as a subcontractor or employed by the Contractor.

3-10.5 Survey Service.
Contractor shall be responsible for: furnishing all surveying and staking, horizontal and vertical, as shown on the plans and in accordance with the specifications; furnishing all staking for sub-grade and base course grades per typical sections; replacing any existing monuments and ties which have been destroyed by construction; identifying, locating and tying out all monuments and ties necessary within the work area; and shall reinstall all disturbed monuments and ties, supplying the Engineer with copies of monument and tie sheets recorded with the County Surveyor in accordance with applicable State law. Monuments shall be approved by the Engineer.

Surveying and staking shall be done by a Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Professions Code.

Unless otherwise specified, stakes will be set and stationed by the Contractor's surveyor for curbs, headers, sewers, storm drains, structures, rough grade and all other staking necessary for the construction of the work. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet to be supplied to the Engineer. The Contractor shall dig all holes necessary for line and grade stakes.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.2 Acceptance. - *Add the following paragraphs:*

The Contractor shall submit written assertion that the work has been completed prior to the Engineer making final inspection. The Engineer will have 48 hours to inspect the work. If the Engineer determines that the work is not complete, written notice will be given.

Until final acceptance of work by the Engineer, the Contractor shall have charge and care thereof from damage caused by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

All work which has been rejected shall be remedied or removed and replaced by the Contractor at their expense with work conforming to the plans and specifications. Any defective material or workmanship which may be discovered before final acceptance or within one year from the date of final acceptance shall be immediately corrected by the Contractor at their expense, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver a complete, operational project that complies in all details with these specifications, at the time of final acceptance.

Any omission or failure on the part of the City to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed as acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The City will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the City is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

Nothing in this section shall be construed to limit the rights of the City to immediately correct conditions which are unsafe or which pose a public health nuisance. Should said corrections later be found to be caused by defective material and/or workmanship, the Contractor and their surety shall reimburse the City for costs reasonably incurred while attending the situation.

In the event it is necessary for the City to file suit to enforce any liability of the Contractor pursuant to this Section, the City shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees including reasonable attorneys' fees incurred by the City in successfully enforcing the Contractor's obligation, all to be taxed as costs and included in any judgment rendered.

3-13.3 Warranty. - *Amend the following:*

Amend the first sentence of the paragraph 3:
"The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence from the date of the final acceptance, except where longer warranty periods are specified."

Add the following paragraphs:

All start-up and testing shall be complete, approved and accepted before final acceptance, substantial completion, or beneficial occupancy.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the specifications or by law. The remedies provided herein shall not be exclusive and the City shall be entitled to any and all remedies provided by law.

3-14 INSPECTION.

The Contractor shall notify the Engineer at least 24 hours in advance before inspection is required. Whenever the Contractor varies the period during which work is carried on each day, due notice shall be given to the Engineer so that proper inspection may be provided. Varied working hours may be allowed only upon written authorization from the Engineer.

Work financed in whole or in part with funds from another public entity or performed within the jurisdiction of another public entity shall be subject to inspection at all times by authorized representatives of that entity.

The work shall be ready for inspection, whether by City, other public entities or independent testing laboratories, at the scheduled times arranged by the Contractor. If, in the City's sole judgment, the work is not ready and the inspection must be rescheduled, the Contractor shall be notified. The Contractor shall reschedule the inspection and provide the proper 24 hour notification for the rescheduled inspection. Any costs incurred by the City for rescheduled inspections shall be reimbursed prior to the release of Bonds.

In order to allow for inspection, the Contractor shall notify the City's inspector sufficiently in advance of the permanent concealment of any materials or work. The City's inspector shall make the appropriate notifications to other public entities and independent testing laboratories for inspections. All inspections required in the specifications for this project shall be coordinated through the City's inspector.

If any work is concealed or performed without the prior notice specified, the work shall be subject to such tests or exposure as may be necessary to prove to the City, Architect and Engineer, that the materials used and the work performed are in conformity with the drawings and specifications. All labor, tools, materials and equipment necessary for exposing and testing shall be furnished by the Contractor at their expense. The Contractor shall replace at their expense, any materials or work damaged by exposure or testing.

Overtime inspection may be requested by the Contractor. Overtime inspection includes but is not limited to, any hours worked outside of the inspector's normal working hours including weekends and holidays. Such requests shall be on a case-by-case basis as determined by the Engineer. If the Engineer so determines and approves, overtime inspection shall be paid for by the Contractor at the current City billing rate at the time of request or as billed by other public entities or independent testing laboratories. Any costs incurred by the City for overtime inspection shall be reimbursed prior to the release of Bonds.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL. - *Delete and replace with the following:*

Should any work performed or material furnished under the Contract prove defective or not in accordance with the Plans and Specifications and in the opinion of the Engineer such defect is not of sufficient magnitude or importance to make the work dangerous or unusable, or if the removal of such work is impracticable or will create dangerous or undesirable conditions, the Engineer at his discretion shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefore in the payment due the Contractor as may be just and reasonable.

4-1.1 Warranty of Title. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials supplied and equipment installed and incorporated in the work and agrees, upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Owner.

4-1.2 Clayton Act. In submitting a bid to the City, if the bid is accepted the Contractor agrees it will assign to the City all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 [commencing with Section 16700] of Part 2 Division 7 of the Business and Professionals Code), arising from purchases of goods, materials, or services by the Bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITES

5-1.1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

A noise level limit of 86 dbA at a distance of 15 m (50 feet) shall apply to all construction equipment on or related to the work 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.

5-1.2 General.
The enclosed toilets required by this section shall be located within an approved yard, if one is acquired by the Contractor. If a yard is not acquired by the Contractor or the project is not within a

City owned property, the toilets must be installed on a trailer and removed from the jobsite each day. At no times shall toilets be stored within the public right of way outside of working hours.

5-3 LABOR. - *Amend the following:*

5-3.1 General. - *Add the following paragraphs:*
Employment of apprentices are required on projects of $30,000 or more. Provisions in Sections 1777.5 of the California Labor Code fixes responsibility of compliance with that section for all apprenticeable occupations with the Contractor. Section 1777.5 provides that the Contractor and every Subcontractor shall submit contract award information to the applicable joint apprenticeship committee. One apprentice hour for every five journeymen hours worked is the minimum State requirement applicable to each apprenticeable trade. Section 1777.7 of said Labor Code provides that the Contractor shall forfeit as a civil penalty the sum of one hundred dollars ($100.00) for each calendar day of noncompliance with provision of said Section 1777.5.

The Contractor will observe all applicable health and safety requirements, including, but not limited to the California and Federal Occupational Safety and Health Acts. The Contractor shall submit for review by the City a Site Specific Health and Safety Plan prior to the commencement of construction activities. This Plan shall meet or exceed the requirements of 29 CFR 1910.120.

5-3.2 Prevailing Wages. - *Add the following paragraphs:*
Contractors are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City Council of the City of Redlands, California, by Resolution No. 2326, has ascertained the general prevailing rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed, for each craft or type of workman or mechanic needed to execute the Contract which will be awarded to the successful Bidder. The Contractor shall comply with Sections 1770 to 1780 inclusive of the Labor Code and Master Labor Agreement of Southern California.

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this Contract in full less legally required deductions and also deductions made pursuant to the regulations prescribed under the so-called “Kick- Back Statute” (48 Sta. 948; U.S.C. 875; 40 U.S.C. 276c).

In accordance with Section 1775 of the California Labor code, Contractor shall forfeit to City, as a penalty, a minimum of $40 for each day, or portion thereof, and a maximum of $200 for each day, or portion thereof, for each worker paid, either by Contractor, or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.

Contractor further agrees to fully comply with all applicable provisions of the California Labor Code including but not limited to Sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Failure to abide by prevailing wages and laws by Contractor will be enforced.

The Contractor or subcontractor shall, as a penalty, to the State or political subdivision on whose behalf the contract is made or awarded forfeit twenty-five ($25) dollars for each worker employed in

the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any calendar work in violation of Labor Code section 1813.

5-3.3 Payroll Records. – *Delete and replace with the following*:
The contractor and subcontractors shall submit electronic certified payroll on a weekly basis to the City of Redlands through LCPtracker. LCPtracker is a web-based labor compliance management system. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides either computer based or web based training. Training can be accessed via the "Book Now" button located under the "Projects" tab. The prime contractor shall submit their certified payroll, along with any subcontractor who is performing any labor, on a weekly basis. The prime contractor is responsible for all communication with their subcontractors and shall submit their subcontractor's certified payroll as part of their weekly payroll packet. All labor compliance correspondence and submissions will be made through the LCPtracker software.

All certified payroll shall be submitted no later than 7 days from the close of the pay period. The payroll records shall set out accurately and completely the name, social security number, classification and hourly wage rate of each employee, hours worked by employee during the payroll period and a full weekly wages and the actual weekly wages paid to the employee. Such certified payroll records shall be made available at all time for inspection by the City, the Department of Industrial Relations, the Department of Labor or authorized representatives within ten days of request. The contractor and subcontractor shall preserve weekly payroll records for a period of three (3) years from the date of completion of the Contract. In case on noncompliance with said Section 1776 and after a ten-day period following receipt of written notice, the Contractor shall forfeit to the California Department of Industrial Relations one hundred dollars ($100.00) for each calendar day or portion thereof, for each worker in non-compliance, until compliance is effectuated.

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.

A Fringe Benefit Statement shall be submitted with the first payroll and is required for both the prime contractor and any subcontractors. A new Fringe Benefit Statement will be required when general determinations are issued in February and August. Please refer to the DIR website for additional details. Any weeks where no work was performed must be represented by the submittal of a Statement of Non-Performance covering the 7 day pay period where no hours were worked on the site. Final payroll on the project should state "Final" on the certified payroll, and must be marked as such in the LCPtracker system.

Failure by the Contractor to comply with the aforementioned requirements shall result in withheld progress payments until such time certified payroll documents have been received, reviewed, and

accepted by the City. The City reserves the right to seek assistance from the State Department of Industrial Relations in determining the acceptability of certified payroll submittals before release of withheld progress payments. Prior to the release of retention monies, all certified payroll must be submitted on the project and any outstanding issues that may have occurred throughout the project must be resolved.

5-4 INSURANCE. - *Delete Section 5-4.1, Section 5-4.2 and replace with the following:*
Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. 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 City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Designated Insurance Requirements shown below.

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
- $1 Million Per Occurrence/ $2 Million Aggregate
  - City listed as an Additional Insured on the coverage
  - Coverage is primary and non-contributory
  - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
- $1 Million Combined Single Limit
  - City listed as an Additional Insured on the coverage
  - Must include liability arising from all owned, leased, hired, and non-owned autos
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
- If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
- $1 Million Per Occurrence for Bodily Injury by Accident
- $1 Million Each Employee for Bodily Injury by Disease
- $1 Million Policy Limit for Bodily Injury by Accident
  - Waiver of Subrogation in favor of City
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
- Required of Projects that involve Demolition and/or Excavation Activities
- $1 Million Per Occurrence/ $2 Million Aggregate
- City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5-4.3 Worker's Compensation Insurance. - *Delete and replace with the following:*

A. Contractor shall have worker's compensation and employer's liability insurance in force throughout the duration of the contract in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon forty-five (45) days prior written notice to City. Certificates of Insurance shall be delivered to the City at the time of the Contractors' execution of the agreement.

B. Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to

any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

5-6 PATENT FEES OR ROYALTIES. *Delete and replace with the following:*
The Contractor shall include in its Bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the City harmless from any legal action that may be brought for infringement of patents. The Contractor's attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The Contractor shall bear all costs arising from the use of patented goods and/or processes used on and/or incorporated into the Work. When use of these goods and/or processes is judged to be an infringement and the use is banned, the Contractor, at its own expense, shall, with concurrence of the Engineer, do one of the following:

A. Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);

B. Replace said goods and/or processes with non-infringing goods and/or processes;

C. Modify said goods and/or processes so that they become non-infringing; or

D. Remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the City.

The preceding shall not apply to any goods manufactured to the detailed design of the City contained in the Contract Documents.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General. - *Amend the following:*

Add the following sentences to paragraph 1:
Should watering be the sole method utilized for roadway dust abatement purposes, the maximum time interval that shall elapse between applications thereof shall be no greater than 3 hours during normal working day, supplemented by an additional application thereof immediately prior to the conclusion of the workday and at such other times as may be required, including evenings, weekends and holidays as required by the Engineer. Should the Contractor be unable to furnish dust abatement as specified, the City may perform or cause to be performed the necessary service, the expense of which will be deducted from the payment due the Contractor.

Add the following paragraphs:
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during cleanup and dust control operations. Refer to Section 7-8.6.

Compliance with this section is of extreme importance to the City and its citizens. The City may fine the Contractor $1,000 per incident if there are issues with dust, mud, unused equipment or materials and rubbish within the construction area that result in citizen complaints. A 24 hour notice shall be issued to the Contractor and failure to correct the problems will result in the fine being levied. This fine will be in addition to those fines potentially charged for NPDES violations.

5-8 AIR POLLUTION CONTROL.

Dust control shall be performed in accordance with Subsection 7-8 of the Standard Specifications, South Coast Air Quality Management District (SCAQMD) Rule 403, the general Provisions and the following Provision.

Dust resulting from the Contractor's performance of the work, either inside or outside, the right-of-way shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust 24 hours a day, seven days a week. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work. The Rule 403 Implementation Handbook published by the SCAQMD, contains a detailed listing of reasonably available dust control measures.

Dust control ordered by the Engineer to be applied on Saturdays, Sundays or holidays will be included in the Contract price for dust control and no additional compensation will be allowed therefore.

The full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work and caused by public traffic, either inside or outside the right-of-way shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-9 STORAGE OF EQUIPMENT AND MATERIALS.

The Contractor shall be required to provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. Should the additional property be located within the city limits of the City of Redlands, the Contractor shall obtain written approval from the City of Redlands Development Services Department and comply with all conditions set therein prior to use. When private property is used for a yard area, the Contractor shall also secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted. Contractor to propose designated areas of the project site, upon approval by the Engineer, suitable for material delivery, storage, and waste collection.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-3 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

5-9.1 Storage in Public Streets.
Construction materials and equipment shall not be stored within public streets or right of way without prior approval from the City. In order to seek approval, Contractor shall submit a location map with all equipment or materials identified including size, duration and any BMP's installed and provide at least 7 days for review by the City.

5-10 WATER POLLUTION CONTROL.

The Contractor shall follow the City's guidelines for Storm Water Pollution Prevention in providing storm water pollution control at the project site, including the implementation of approved Erosion/Sediment Control Plans during construction as well as the implementation of approved Water Quality Management Plans.

Construction activities disturbing 1 acre or more of land shall comply with the State Water Resources Control Board's NPDES General Construction Storm Water Permit. A copy of the Notice of Intent (NOI) to include the Waste Discharge Identification (WDID) number shall be submitted as part of the Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for review. Call (909) 782-4130 for NOI/WDID information.

All projects requiring grading shall submit to the City for review and approval an Erosion/Sediment Control Plan and a Grading Plan. Permit(s) will not be issued until plans are approved and may be revoked if work required in these specifications are not complied with.

Construction sites shall be maintained by implementation of BMPs in such manner that pollutants are not discharged from the site to the maximum extent practicable. A few references available to help with selection and implementation of applicable BMPs are:

1. California Storm Water Best Management Practice Handbook, American Public Works Association, March 1993;
2. The Construction Site Best Management Practices Manual, November 2000;

3. Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual, November 2000;
4. California Regional Water Quality Control Board's San Francisco Bay Region, Guidelines for Construction Projects; and
5. California Regional Water Quality Control Board's San Francisco Bay Region, Erosion and Sediment Control Field Manual, July 1999.

All discharges into the storm drain system are prohibited except for potable water, properly treated discharge, and those discharges specifically approved by the Engineer. The following are some of the prohibited discharges:

1. Discharges that could have an impact on human health or the environment, cause or threaten to cause pollution, contamination, or nuisance;
2. Discharges that exceed any applicable water quality standard contained in a statewide Water Quality Control Plan or local Basin Plan; and
3. Discharges containing hazardous substances equal to or in excess of a reportable quantity listed in Federal regulations 40 CFR, Parts 117 and 302.

Materials that can cause or contribute to pollution or a violation of any applicable water quality standard include, but are not limited to: sediments; solid or liquid chemical spills; wastes from paints, stains, sealants, glues, limes, pesticides or herbicides and wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants or hydraulic, radiator and battery fluids; fertilizers; vehicle and equipment wash water or concrete wash water; concrete, detergent or floatable wastes; wastes from any engine and equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

Unless exempted or authorized by an NPDES permit, all non-storm water discharges require prior approval by the Engineer or the State Water Resources Control Board with Engineer approval.

During construction, temporary storage of such materials as identified above, must occur in a designated area physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.

De-watering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited.

Unless indicated otherwise by the Engineer, all projects, regardless of size, shall submit for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall consist of post construction BMPs which shall remain in effect throughout the life of the facility. Refer to WQMP guidelines.

5-11 TEMPORARY LIGHTS, POWER AND WATER.

Any water drawn from a City fire hydrant shall be via a City owned water meter. Said meter may be obtained from the Municipal Utilities & Engineering Department. Contractor is responsible for payment of a $1200 deposit fee. Said meter shall be returned in a condition like received, less normal wear and tear. All meters are loaned subject to the conditions of the Fire Hydrant Construction Meter Water Service Application. Contractor must provide proposed location of meter and notify Customer Service at (909) 798-7516 each time the meter is relocated during construction. Water reasonably used in connection with the construction contract will be provided at no cost to the Contractor. Water use determined to be wasteful or unreasonable will be charged for at the prevailing rate.

5-12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall relocate, re-establish, repair or replace all existing improvements within the work limits or right-of-way which are not designated for removal (e.g., sprinkler systems, curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations.

Relocations, re-establishments, repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing or re-establishing existing improvements shall be included in the Bid.

The Contractor shall be responsible for the maintenance of the streets and roadways to be used by public and local traffic through and adjacent to the construction zone, from the date of "Notice to Proceed" until the date of acceptance of the completed construction improvements.

Street maintenance shall include filling of potholes, grading of subgrade and base, replacing signs, installing interim pavement striping and markers on the project streets and other side streets within the construction zone. Street maintenance shall also include sweeping and washing of streets, adjacent and connected to the construction zone on a weekly, or more frequent schedule, to prevent the accumulation of dust, dirt, gravel or other deleterious materials, all as necessary to maintain the construction roadways and adjacent streets in a safe, clean and drivable condition for use by public and local traffic.

Upon request from the City for information pertaining to a claim against the contractor, contractor shall provide a written/email response, including all requested information, within 14 calendar days of City's request. If a response with all requested information is not provided to the City within 14 calendar days, a penalty of $500 per calendar day will be assessed to the Contractor by the City.

5-13 PUBLIC CONVENIENCE AND SAFETY.

5-13.1 General.

The Contractor may be allowed to close the roadway, or a portion thereof, to traffic during normal work hours upon approval from the Engineer. During any closure, the Contractor shall allow access for residents, schools, trash service trucks, churches and businesses within the affected portion of

roadway, except as required for construction for a reasonable period of time. The Contractor shall notify residents as noted within Section 5-18.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the Work Area Traffic Control Handbook (WATCH) prepared by the Southern California Chapter of the American Public Works Association. During adverse weather or unusual traffic or working conditions additional devices shall be placed as directed by the engineer. All traffic signs and devices shall conform to the current State of California, Department of Transportation (CALTRANS), "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways", unless otherwise approved by the Engineer.

Fences, barriers, lights and signs shall be furnished, erected and maintained as necessary to give an adequate warning to the public at all times that the work is under construction and of dangerous conditions to be encountered as a result thereof, and warning and directional signs shall also be erected and maintained as may be required by the City. Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - $15.00 per barricade for each day or part thereof.

   For flashers - $15.00 per flasher for each day or part thereof.

   For traffic cones - $7.50 per cone for each day or part thereof.

2. In the event that the services of the Owner are required outside the normal working hours and/or days or items not noted above are furnished by the City, all costs incurred by the City shall be the responsibility of the Contractor.

The Contractor shall relocate, preserve and maintain the visibility of all signs within the project limits which affect the flow of traffic, as directed by the engineer. Any signs that are missing or found damaged shall be replaced immediately by the Contractor at his expense.

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet (25'). Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflectorized white (or yellow) stripes at an angle of 45 degrees. The stripe with shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch (18") high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty-five feet (25"). At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot (5') intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided. "No Left Turn" sign shall be provided wherever required by the Engineer.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator or other vertical obstruction.

A 4 foot wide pedestrian walkway shall be maintained in the parkway area on each side of all streets, unless otherwise authorized by the Engineer. The minimum clearance from: the edge of pedestrian walkways to any traffic lane shall be 5 feet; the edge of pedestrian walkways to any work zone shall be 3 feet; and the surface of pedestrian walkways to any overhead obstruction shall be 7 feet.

The Contractor shall, at the end of each work day, have backfilled, compacted and placed a temporary drivable roadway surface on all work areas within traveled roadways prior to leaving the job site. Failure to comply to the satisfaction of the Engineer shall result in immediate correction by City forces, and all costs shall be borne by the Contractor.

Traffic control devices shall be marked with the Contractor's name as appropriate. At no time shall any traffic control devices marked with companies or agencies other than the Contractor or subcontractors, be utilized within the work area.

All said traffic controls and safety devices shall be maintained in clean condition, with any and all graffiti removed by the end of workday on which the graffiti was first reported to the Contractor.

If the traffic control devices are deemed unacceptable by the Engineer due to being damaged, dirty, or marked incorrectly, the Contractor shall replace the traffic control devices immediately. Should the Contractor fail to furnish traffic control devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the provisions above.

5-13.1.1 Vehicular Access.
At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two (2) Class II barricades or one (1) Class II barricades and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a delineator at each side.

5-13.1.2 Signage. The Contractor shall furnish, erect and maintain all construction traffic signage as required and specified.

All construction traffic signage shall be in place prior to commencing any work, placed as needed during construction, moved as necessary and removed only upon completion of all work.

All construction traffic signage and controls shall comply with the State of California Manual of Traffic Controls, Warning Signs, Lights and Devices for use in Performance of Work Upon Highways. All construction traffic signage used in the performance of the work shall be a minimum of the encapsulated lens (high intensity) type. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices, telescoping flag trees, flags, signs, markers,

portable barriers, flashing arrow signs, changeable message signs, markings and flagging equipment shall be provided and maintained in like new condition.

When a Traffic Signal is constructed as a part of the project, the Contractor shall place and maintain for one calendar month, a message board for each approach leg to a new traffic signal. The message board shall read "CAUTION - NEW TRAFFIC SIGNAL". The one month period shall begin from the day of activation. This requirement may be lessened or waived, on a case-by-case basis, by the Engineer.

The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, including holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of notice to proceed to the completion and acceptance of the work. Any corrective work required to be performed by City forces shall be charged to the Contractor and paid in full before release of any bonds on the project.

All traffic cones shall be no less than 28 inches in height, except that shorter cones, 12 inches minimum height, may be permitted during striping maintenance operations where the only function of the cone is to separate traffic from the wet paint. All barricades used to delineate traffic at night or placed in or adjacent to the traveled roadway at night, shall be equipped with flashing warning lights.

Channelizers shall be required when lane restrictions, detours or other work conditions need to be maintained for periods longer than normal work hours. Channelizers shall be surface-mounted type and shall be furnished, placed and maintained at the locations shown on the plans or as approved by the Engineer and shall conform to these specifications. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal: (1) Safe-Hit SH236SMA; (2) Repo "The Replaceable Post"; or (3) Carsonite, "Super Duck" SDF-436.SDF-436.

5-13.2 Traffic Control Plan

The Contractor shall provide a Traffic Control Plan to the agency for approval prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days.

The Contractor shall be required to maintain one lane in each direction when working on the roadway. Access to schools, businesses, etc. shall be maintained as necessary for their operations. If closures are authorized by the Engineer, all detour signage shall be installed prior to closure of specified portion of roadway(s), and shall be maintained during closure.
The Contractor shall make provision to allow pedestrians full access across work areas at existing crosswalks, while working within those areas.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsection

7-1, of the current edition of the "Standard Specifications for Public Works Construction," including all its subsequent amendments, and the current edition of the "Work Area Traffic Control Handbook."

Traffic control and the Traffic Control Plan shall conform to the following:

a. All major streets shall remain open to through-traffic at all times, residential street will be closed to traffic only as long as it takes for material application and drying time.

b. The Traffic Control Plan shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be responsible for the preparation of Plans as necessary for specific items of work. These Plans shall be approved by the City's Engineer.

c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings, and flagging equipment shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.

   In the event the slurry and cape seal ravels, a "loose gravel" (C6) sign shall be placed to adequately warn the public.

e. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the City's Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight inches (28") in height, except that shorter cones, twelve inches (12") high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.

g. Type III barricades, no less than six feet (6') in length and equipped with two (2) Type "N" markers each and two (2) flashing warning lights each,

shall be used to close streets, except as otherwise specifically authorized in advance by the City's Engineer for minor maintenance work of no more than one (1) working days duration on weekdays, or on holidays only, and between 8:00 a.m. and 3:30 p.m. only. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades or between barricades and curbs, not exceeding three feet (3'), except that one (1) eleven-foot (11')-wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) Type C2 "Road Closed" sign each or one (1) Type C3A "Road Closed to Thru Traffic" sign each.

h. Except for residential streets, as otherwise directed and/or authorized by the City's Engineer, two-way vehicular traffic shall be maintained at all times within two (2) eleven foot (11')-wide lanes on streets, having an effective roadway width of forty-four feet (44') or more with restricted parking, and other streets of lesser widths may be reduced to one (1) twelve-foot (12') wide lane with work activity being limited to one side at a time, and with one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers.

No reduction of the traveled way width shall be permitted on any City street before 8:00 a.m. nor after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless prior authorization to do so is granted by the City's Engineer.

Arrow boards shall be required for all lane closures on major streets.

i. Properly trained and experienced flaggers shall be provided to traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at such other times as is necessary to safely pass the traffic through or around the work area, and when so directed by the City's Engineer.

j. Vehicular access to occupied residential property may be restricted on weekdays other than holidays between the hours of 8:00 a.m. to 3:30 p.m. while essential work activity is taking place, with specific prior written approval from the City's Engineer, providing the Contractor gives the owner and/or resident at least forty-eight (48)-hour advance written and oral notice. See Part 2, "Notification of Residents," herein.

Convenient and safe pedestrian access to occupied residential property shall be maintained at all times. Access to mailboxes must be maintained at all time, such that the postal delivery service is not interrupted.

Access to vacant and unused property may be restricted at the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

k. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

l. An unobstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street names signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers, and devices from the view of vehicular and/or pedestrian traffic to which it applies.

m. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

n. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

o. Where vehicular access to abutting property must be restricted, the work shall be so selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance of not more than five hundred feet (500') from their homes and/or destination. Residents must be supplied written notice of such restrictions a minimum of 48 hours in advance.

p. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary

traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the City's Engineer.

q. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to hereinabove, the City reserves the right to correct and/or mitigate any situation, which in the sole opinion of the City's Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/or final payment. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures, and shall not serve to transfer said obligations and liabilities from the Contractor to the City or the City's agents.

r. Violations of any of the above Provisions and/or Provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City's Engineer, shall at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by Contractual obligation or State law, whichever is applicable.

Full compensation for furnishing all labor, materials, tools, equipment, flaggers, lights, channelizers (surface mounted), temporary striping, barricades, portable flashing lights, flashing arrow signs, traffic control and detour plan, and incidentals required to comply with the provisions specified and referred to herein above, to provide all required traffic and pedestrian control for the duration of this contract, all as shown and as specified, shall be paid as specified in Section 01200 of the General Requirements and no other compensation shall be made therefore.

5-13.3 Edison Energized Conductors. The Contractor hereby promises and agrees that in the performance of the Work, he will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined as follows:

"Qualified Person". A person by reason of experience or instruction is familiar with the operation to be performed and hazards involved.

Contractor further promises and agrees that the provisions of this paragraph shall be and are binding upon any Subcontractor or Subcontractors that may be retained by it, and that the Contractor shall take such steps as are necessary to insure compliance by said Subcontractor or Subcontractors with the requirements of this paragraph.

5-14 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE.

5-14.1 Responsibility for Damage. The Contractor agrees to and does hereby indemnify, defend and hold harmless the City, its elected officials and the Consultant and their officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, including attorney's fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to loss or theft of property, (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the contractor upon or in connection with the work called for in this agreement, except for the liability resulting from the sole negligence or willful misconduct of the City, its elected officials and their officers, employees and agents who are directly employed by the City and the Consultant; and

(b) any injury to or death of persons or damage to property caused by any fault, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off City property, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose act or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the District) of a party indemnified hereunder.

(c) The Contractor, at its own expense, cost, and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the City, its elected officials, officers, agents and employees and the Consultant, against any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its elected officials, officers, agents or employees, in any such action, suit or other proceedings as a result thereof.

5-15 NO PERSONAL LIABILITY. Neither the City Council, the Engineer, the Consultant, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

5-16 CONTRACTOR'S RESPONSIBILITY FOR WORK. Except as provided above, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by act of the federal government or the public enemy.

The City of Redlands shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

The City shall not be responsible for security of the Contractors equipment or materials at the site. The City will not be responsible for theft or damage to any property or materials of the Contractor. Security for Contractor's property shall be the responsibility of the Contractor.

5-17 WARRANTY OF WORK. The Contractor shall guarantee the Work against defective materials or workmanship for a period of (1) year from the date of completion date specified in the Notice of Completion, except where longer warranty periods are specifically stated. As specified in Section 2-4 in the GENERAL CONDITIONS, the Performance Bond shall remain in full force and effect during the warranty period.

All work which has been rejected, shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within (1) one year from the completion date specified in the Notice of Completion shall be corrected immediately by the Contractor at his own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Owner to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Owner will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Owner is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

During the (1) one year warranty period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his Surety.

Nothing in this section shall be construed to limit the rights of the Owner to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, the Contractor and his Surety shall reimburse the Owner for costs reasonably incurred while attending the situation.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this sections WARRANTY OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees,

including reasonable attorneys' fees, incurred by the Owner in successfully enforcing the Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and the Owner shall be entitled to any and all remedies provided by law.

5-18 NOTIFICATION OF RESIDENTS/BUSINESSES. The Contractor shall notify all residents, firms, institutions, agencies, and utility companies which may be affected by the work. Notification shall be by hand delivery of an approved notice within the project limits approved by the City. The notification process shall consist of two notifications, one prior to the start of construction for all properties within the project area and a second notification at least seven days in advance of any activity which may impact each specific property. In the event of any work within the downtown area, the distribution of the second notification shall be at least fourteen days in advance of any activity. Activities impacting said properties and, therefore, requiring the above said notices include the following: the work itself; closure or partial closure of the street; and disallowance of street parking and disallowance of vehicular ingress to or egress from the property.

Said firms, institutions, agencies, and utility companies which must be notified of proposed work shall include, but are not limited to the following: public schools, private schools, day care centers, postal service, hospitals, governmental services, police department, fire department, ambulance services, Omnitrans, solid waste collection, and City street sweeping.

The proposed notice shall be submitted to the Engineer at least seven calendar days prior to the date of distribution for review and approval. The submittal shall also include a map identifying the limits of the work and proposed limits of distribution. The printed notices shall contain a general description of the work to be done, the name of the street with limits, the day and date of the work and the name and telephone number of the Contractor. The notice shall also include a statement that there will be no disruption of trash collection schedules and that trash should be set out by 6:00 a.m. on the scheduled day of pickup. If on-street parking will be affected the notice shall include a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work, and a statement that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D.

The Contractor will provide City with the dates and addresses of when project notifications are delivered to affected properties. City will verify the notification process is completed in compliance with the requirements of the specifications. Work will commence when City approves Contractor’s compliance with the requirements set forth in the specifications.

If on-street parking is affected, the Contractor shall also post pre-approved "NO PARKING-TOW WAY" signs on 1 x 2 wood stakes or barricades at one hundred foot (100’) maximum spacing along the affected areas of the street, 48 hours prior to the start of the work. The "NO PARKING-TOW AWAY" signs shall contain the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at owner's expense per California Vehicle Code CVC 22651L and CVC 22654D. The Contractor shall maintain said signs throughout

the day of work, and shall start the removal of said signs by 4:00 p.m. and complete the removal by 6:00 p.m. on said day of work or as otherwise directed by the Engineer.

The Contractor shall document the day, date, and time the signs are installed because the no parking restriction cannot be enforced until the signs have been in place 24 hours. Posting of signs on trees, utility poles, light standards and other existing parkway improvement is strictly forbidden.

In the event of street resurfacing operations, the notices to residents shall contain a statement that the street to be resurfaced will be closed to vehicular traffic, and the suggestion that if they require the use of their vehicles on the day of the resurfacing work, they should consider parking their vehicle on a nearby street which is not scheduled for a resurfacing application.

In the event scheduled work is delayed, the Contractor shall immediately remove all "NO PARKING" signs. The contractor must notify all previously notified, in person and with printed notices, that the work will be rescheduled and that they will be re-notified 48 hours in advance. The Contractor shall have an adequate supply of approved notifications for distribution to residents.

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

Failure to comply with this section shall result in a penalty assessment imposed of up to $10,000 per violation at the City's discretion.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. - *Add the following paragraph:*
Contractor shall notify Underground Service Alert (USA) at 1 (800) 227-2600, two working days prior to starting work, and must submit verification number to the City prior to starting work.

6-1.2 Commencement of the Work. - *Amend the second sentence as follows:*
"The work shall start within 10 days thereafter, and be diligently prosecuted to completion within the Contract Time."

6-3 TIME OF COMPLETION.

6-4.1 General. - *Add the following paragraphs:*
If saturated soil is encountered during construction due to leaks in an existing utility, contractor shall remove saturated material and replace with a suitable backfill material until adequate compaction can be attained by verification from the City's Geotechnical Engineer.

Prior to any removal of saturated material, contractor shall discuss the methods of remediation with the City's representative. Approval from the City, or the City's representative, shall be obtained for any amount of saturated material removal in which the contractor anticipates to be compensated for, if approval is not obtained all costs shall be borne by the contractor.

Up to a 14 day delay in paving operations may be requested after all leaks have been resolved to provide time for excess moisture to dissipate, at no additional cost to the city, in lieu of removing and replacing the saturated soil. A no cost change order will be prepared to provide the contractor with additional contract time if such delay is requested by the City.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per working day.

6-10 NOTICE AND SERVICE THEREOF. Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the project site, or by deposing the same in the United States Mail enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of work under this Contract, certified and with postage prepaid.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, certified and with postage prepaid.

Notice shall be given to the Owner by personal delivery thereof or by depositing the same in the United States Mail enclosed in a sealed envelope, certified and with postage prepaid. The address of record for the owner is:

City of Redlands
Municipal Utilities & Engineering Department
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373

6-11 PUBLIC RECORDS ACT. All documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or Contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "Trade Secret", "Confidential", or "Proprietary". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the City harmless from all costs and expenses including attorneys' fees, in connection with such action.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. - *Delete and replace with the following:*
The closure date for the purpose of making monthly progress payments shall be assigned by the Engineer during the pre-construction meeting. Payment, less deductions, unearned work and retention, will be made within 30 days of the closure date. If a dispute exists between the City and the Contractor regarding an item included in the Contractor's Monthly Progress Payment Request, progress payments will be withheld until said dispute is resolved, in which case longer period of time will be required to make such payment. No such payment shall be required to be made, when in the judgment of the Engineer, the total value of the work since the last estimate amounts to less than $500. If, in the opinion of the Engineer, work is not progressing according to the approved schedule, payments may be withheld until the Contractor returns to the approved schedule.

Deductions will be made for: (1) amounts due the Owner for equipment or material furnished or services rendered; (2) amounts due the Owner under the terms of the Contract; (3) amounts of any claims of lien filed with the Owner; (4) accrued amounts of liquidated damages; (5) amounts required to be deducted by Federal, State or local governmental authorities. From the balance thus determined will be deducted the amounts of all previous payments, and the remainder shall constitute the monthly payment due the Contractor.

A retention of five percent (5%) will be withheld from each and every progress payment to the Contractor. This percentage will remain constant throughout the duration of the Contract. The City shall make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor pursuant to Public Contract Code section 20104.50.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate

and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

As provided by paragraph 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract. Substitute securities shall be deposited in a financial institution in a form acceptable to the City of Redlands. The financial institution shall be located within the City limits of the City of Redlands. The Escrow Agreement to be used is set forth in Public Contract Code section 22300.

7-3.3 Delivered Materials. - *Delete and replace with the following:*
No payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4.2.6 Extras. Without invalidating the Contract, the City may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated on the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the engineer and the price is stated in such order.

7-4.2.7 Claims for Extra Costs. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

This section is deleted in its entirety.

SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS

9-1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest 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 section 16700 of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this public works agreement. This assignment shall be made and

become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the Parties.

SECTION 10 - TRENCHING AND EXCAVATION

10-1. If this contract involves digging trenches or other excavations that extend deeper than (4) feet below the surface, the following shall be done pursuant to California Public Contract Code Section 7104:

A. That the Contractor shall promptly and before the following conditions are disturbed, notify the City 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 provisions of existing law.

(2) Subsurface or latent physical conditions 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 work of the character provided for in the contract.

B. That the City shall promptly 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 work shall issue a change order under the procedures described in the contract.

C. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor 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 contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

11-1. Pursuant to Government Code Section 4215 et seq, the City shall assume the responsibility between the parties to this contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of the construction project for this contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids.

11-2. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities

not identified in the plans and specifications with reasonable accuracy and for equipment on the project necessarily identified during such work.

11-3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City, or the owner of the utility to provide for removal or relocation of such utility facilities.

11.4. The City shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on adjacent to the site of construction, provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications.

11.5. Nothing herein shall preclude the City from pursuing appropriate remedy against the utility for delays which are the responsibility of the utility.

11.6. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.

11.7. The public utility, when it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

11.8. Contractor shall comply with Government Code Section 4216 through 4216.9.

11.9. Conduits from existing street light and traffic signal systems may be encountered during construction of this project. All removals, relocations, and/or replacements of existing conduit systems shall be performed in accordance with these specifications and City standards, by a qualified electrical contractor. All costs for said work shall be borne by the Contractor and paid as a part of the various items of work requiring such removals, relocations, and/or replacements, and no other compensation shall be made therefore.

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. - *Amend the first paragraph as follows:*
"Materials for use as untreated base or subbase shall be classified in the order of preference as follows:
Crushed Aggregate Base
Crushed Miscellaneous Base
Pulverized Miscellaneous Base."

200-2.4.1 General. - *Delete the second sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.4.2 Grading. - *Amend the first sentence of paragraph 1 as follows:*
"The material shall be uniformly graded and shall conform to the 'fine' gradations:"

200-2.5.1 General. - *Delete the third sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.8.1 General. - *Amend as follows:*
Delete the second sentence of paragraph 1 and replace with the following:
"Pulverized miscellaneous base may contain underlying base material."

Delete the third sentence of paragraph 1 and replace with the following:
"The material shall be free of deleterious material as defined in 200-1.1."

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.1 General - *Add the following paragraph:*
The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmaster's certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design, shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class - *Amend Table 201-1.1.2.(A) as follows:*

Street Surface Improvements section -
All concrete in this section shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

Sewer & Storm Drain Facilities section, Sidehill Surface Drainage Facilities subsection -
All concrete in this subsection shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

201-1.4.3 Transit Mixers. - *Replace the first sentence in paragraph 6 with the following:*
The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer, shall not exceed ninety (90) minutes. All PCC remaining in the mixer, after said ninety (90) minutes time limit, shall be rejected and removed from the project site.

SECTION 203 - BITUMINOUS MATERIALS

203-3 EMULSIFIED ASPHALT.

203-3.1 General. - *Modify the section by adding the following:*
Asphalt emulsion shall be a QUICKSET ANIONIC OR CATIONIC EMULSIFIED ASPHALT conforming to the requirements of Subsection 203-1.3, "Test Reports and Certification", and Subsection 203-1.2, "Testing Requirements" of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2.5) parts to one-hundred (100) parts of emulsion by volume.

203-5 SLURRY SEAL.

203-5.1 General. - *Delete the sentence and replace with the following:*
Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.2 Mix Design. - *Modify the section by adding the following:*

(f) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust curing time such that the applied slurry can support vehicular traffic within 60 minutes.

(g) Use of slag shall not be permitted.

(h) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the City.

203-5.3.2 Grading. - *Delete the sentence and replace with the following:*
The combined aggregate gradation shall be determined in accordance with ASTM C136 and conform to Type II requirements shown in Table 203-5.3.2 (A).

203-5.4.1 General. – *Modify the paragraph and replace with the following:*
EAS shall be a stable mixture of emulsified asphalt, aggregate, water, a set control agent, and latex. EAS shall be Type II-CQS-1h-EAS.

203-5.4.2.1 Aggregate. – *Delete the sentence and replace with the following:*
Aggregate shall be Type II conforming to 203-5.3.

203-5.4.2.2 Emulsified Asphalt. – *Modify the first paragraph and replace with the following:*
Emulsified asphalt shall be quick-set, and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3.

203-6 ASPHALT CONCRETE.

203-6.1 General. - *Add the following paragraph:*

Unless otherwise approved by the Engineer, asphalt concrete for paving shall be C2-PG 64-10 (1/2") for finish paving or B-PG 64-10 (3/4") for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 –PG 70-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-7 TRAFFIC SIGNS.

206-7.1 General. The Contractor shall furnish or relocate and erect all traffic signage as required and specified.

All new traffic signage shall be a minimum of the encapsulated lens (high intensity) type, have an anti-graffiti protective covering and be installed on new posts. All traffic signage to be relocated shall be installed on new posts.

206-7.2 Protective Covering. Anti-graffiti protective covering shall be Type 1150-POF, manufactured by 3M Company, or approved equal.

206-7.3 Post and Base. New posts and bases shall be Ultimate Sign Support System as manufactured by Western Highway, or approved equal.

SECTION 207 – GRAVITY PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.1 General. - *Add the following sentences to paragraph 2:*
The minimum D-load for any RCP shall be 1,350. The minimum size for RCP shall be 18 inches (457 mm) unless otherwise approved by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.4 General. The Contractor shall be responsible for all quality control for all work. The Contractor shall complete all necessary testing to ensure the quality requirements within the specifications are achieved. The Contractor shall conduct the compaction testing by a geotechnical engineering firm and the results of the testing shall be made available to the Engineer.

The City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the

maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*
"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

   Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

   All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*

The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:

"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.

300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work," with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-7 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:

4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-7.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-8 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-8.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the

cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6" FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9" FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12" FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-8.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-8.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   - 4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if

required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-8.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-8.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of

1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*
All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

Slurry shall not be applied when the atmospheric temperature is less than 65°F (18°C).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

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

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250’ minimum), the last 250’ of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor’s responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1” wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*

Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)				
CURE PERIOD (2)				
MANHOLE ADJUST TO GRADE (3)				
STRIPING & PAVEMENT MARKINGS (4)				
TRAFFIC LOOPS (5)				
NO PARKING SIGNS ALLOWED (6)				

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.

(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of 0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.

Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. *– Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the

Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1” wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and

not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures, manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*
No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the

surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of

up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*
PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12") wide full depth asphalt concrete pavement repair patch and an 450mm (18") wide 1-1/2" deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All

replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10’ thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
“Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon).”

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

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GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

A. Maintenance of Operation of Existing Facilities

The Contractor may take the parallel waterlines out of service for a period specified by the City for the purpose of installing the tie-in connections to the new water main. Any shutdown will be coordinated with the Owner. All valves on the Owner's existing facilities will be operated by the Owner. Written notice shall be given to the Owner's Representative no less than 72-hours for residential areas and 12 days for commercial areas prior to the desired shut-off time. The Contractor shall be responsible for disposing of water drained from the existing pipelines.

B. Coordination Submittals

1. The contractor shall submit a Connection Plan to the City for review and approval. The plan should contain pothole information for the existing water lines to be connected to, any required deviations from the plan, schedule of connections and any phasing for the locations and connections.

2. No water system shutdowns will be allowed on Monday or Friday, unless otherwise directed by City staff. No chlorination will be allowed on Friday.

3. When approved, City will begin shutting down the water system to allow connection at 8:00 AM. Note the system drainage time may take up to two hours depending on location and field conditions.

C. Night Work Working Hours

For all work required to be completed at night, the following hours shall be deemed as the working hours, unless otherwise approved by the City.

Start	Sunday 10:00 PM	Monday 10:00 PM	Tuesday 10:00 PM	Wednesday 10:00 PM	Thursday 11:00 PM
End	Monday 5:00 AM	Tuesday 5:00 AM	Wednesday 5:00 AM	Thursday 5:00 AM	Friday 5:00 AM

D. Pipeline Construction Schedule

The pipeline replacement area within Caltrans right-of-way and SBCTA right-of-way must be performed at night within working hours depicted in Section C. These include but not limited to steel casing installation, installing pipeline within casing, service connections, etc. Contractor shall submit detailed schedule for such activities for City's approval.

E. Additional City Projects

The contractor shall coordinate with the City to determine any conflicting schedule items and to adjust schedule as necessary to accommodate adjacent work.

END OF SECTION

SECTION 01111 TRAFFIC CONTROL PLAN

A. General

The intent of this specification is to provide the format and requirements in preparation of the Traffic Control Plan (TCP).

B. Format

1. The sheets of the TCP shall display, at a minimum, the title of the project, name of firm preparing the TCP, name and stamp of Registered Traffic or Civil Engineer preparing the TCP, approval block for City of Redlands approval, north arrow, title sheet with an index of the sheets, sheet number, and total number of sheets.

2. The TCP shall be drawn to a 1 inch = 40 scale, or as otherwise approved by City staff, on common size sheets ranging from 8-1/2 inches x 11 inches, 11 inches x 17 inches or 24 inches x 36 inches as determined appropriate based on work area.

3. TCP must be prepared and approved by a Registered Traffic or Civil Engineer in the State of California.

C. Requirements

The TCP shall contain the following items and scenarios of traffic control:

1. Non-potable pipeline installation;

2. Non-potable pipeline connection points;

3. Resurfacing operations;

4. Variations to accommodate night work;

5. All required detours;

6. Provide 4 changeable message boards, Solartech MB2-LR-1548 or approved equal, located throughout the project area to provide advance notification as work progresses;

7. The TCP shall be completed in conformance with Section 7-10.2.2.1 of the General Conditions and adhere to the following:

    a. At least one lane of traffic shall be open on all roadways during the pipeline installation with appropriate traffic control and flaggers;

    b. On street parking, where currently available, shall be open to the public outside of working hours; and

c. Shall be completed in conformance with all additional requirements from permitting agencies, such as Caltrans and SBCTA/Metrolink.

END OF SECTION

SECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the Recycled Water for California Street Orange Groves, Project No. S531021 for the City of Redlands, all in accordance with the Contract Documents.

B. The following contract drawings are made a part of these Contract Documents:

Title	Sheet No.
Title Sheet & Vicinity Map	1
General Notes, Construction Notes, Symbol Legend and Details	2
Standard Details	3
California Street: Sta. 9+25.00 to Sta. 15+75.00	4
California Street: Sta. 15+75.00 to Sta. 26+29	5
Connection Details	6

1.2 GENERAL SCOPE OF WORK

A. Work In This Contract: Work in this Contract includes all labor, materials and equipment necessary for construction of Recycled Water for California Street Orange Groves, Project No. S531021 as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of furnishing and installing all pipe, fittings, and appurtenances; all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all utility location and verification (excavating, exposing, and verifying top, bottom, and side of utility facilities); all pavement removal and disposal; all earthwork (including trenching, shoring, sloping, bedding, and backfilling including select imported material or select native material); compacting; protecting in place or removing and replacing all existing utilities, trees, and public and private improvements; replacing all asphalt concrete pavement including asphalt concrete overlays; pavement striping and restriping; testing and disinfecting all pipelines; replacing destroyed survey monuments; disposing of excess soil and rock material and restoring all areas and improvements to pre-construction conditions.

2. The Contractor shall, upon completion of the pipeline construction and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by Contractor, and make any additional adjustments,

corrections, repairs, replacements, and reconstructions necessary to provide the City with complete, correctly operating pipeline and appurtenances.

END OF SECTION

SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the General Requirements, and Specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization, Bid Item 1:

Payment for Mobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01721. The bid price shall include, but not limited to, preliminary construction schedule, bonds, insurance, installation and relocation of information signs, shop drawings, catalog submittals and shall constitute full compensation for all labor,

material, equipment and incidentals required. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule total price.

2. Erosion Control Plan, Bid Item 2:

Payment for Erosion Control Plan shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, NPDES Permit and shall include all labor and incidentals noted within Section 01572.

Payment for the Erosion Control Plan shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

3. Construction Survey, Bid Item 3:

Payment for Survey shall be made at the contract lump sum price and shall constitute full compensation for research, construction surveying, construction staking, preparation and submittal of surveying cut sheets, tying existing control monuments that may be damaged or disturbed prior to construction, verifications of horizontal and vertical position of existing control monuments, recovery and reestablishment of damaged or disturbed control monuments after construction, preparation and submittal of corner records to applicable government agencies, and shall include all labor and incidentals noted within Section 01722.

Payment for the Survey shall be made based on the percentage of project completion to ensure compliance with all requirements throughout the duration of the contract. The completeness shall be determined by the Engineer and updated on progress payments.

4. Traffic Control Plan, Bid Item 4:

Payment for Traffic Control Plan shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, and shall include all labor and incidentals noted to complete the Traffic Control Plan per Section 01111.

The installation and implementation of traffic control items shall be included throughout bid items and the specific traffic control required for installing each item.

5. Install 14” Steel Casing, Bid Item 5:

Payment for 14” steel casing shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install 14” steel casing (detail E on sheet 6) complete in place per the plans and specifications.

The price shall include, but not be limited to all necessary trenching, trench repair per plans and specifications, trench protection (shoring, bracing, sloping, etc.), casing spacers, end seals, backfill, compaction, traffic control, pavement saw cutting and removal and restoring all areas to pre-existing conditions.

6. Install 8” DIP inside the 14” Steel Casing, Bid Item 6:

Payment for 8” ductile iron water pipeline inside the 14” steel casing shall be made at the lineal foot price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install 8” ductile iron water pipeline complete in place per the plans and specifications.

The price shall include, but not be limited to all necessary trenching, trench repair per plans and specifications, trench protection (shoring, bracing, sloping, etc.), pressure testing and disinfection of the new pipelines, traffic control, pavement saw cutting and removal, removal and disposal of existing pipe, fittings, appurtenances and casing (size per plan), trenching, disposal of excavated native soil, bedding and backfilling, placing and compacting aggregate base layer to required compaction, warning tape, compacting, purple polyethylene wrap, assisting with compaction testing, restrained joints/coupling, tees, potholing, thrust blocks, placing and removing temporary asphalt concrete, flushing the pipeline, installing and removing the test plates, chlorinating the pipelines, re-chlorinating if necessary, installation of trench repair paving per applicable detail on sheet 3 of the plans, protecting in place or removing and replacing all existing utilities and public and private improvements, daily sweeping and cleaning work site, abandoning existing water main and valves as noted on the plans, installation and relocation of information signs, restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed 8” ductile iron water pipeline, without deducting for pipeline fittings or appurtenances such as valves, tees, crosses, bends, side outlets, top outlets, etc.

7. Install 4” & 12” DIP Water Pipeline, Bid Item 7 & 8:

Payment for 4” & 12” ductile iron water pipeline shall be made at the lineal foot price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install 4” & 12” ductile iron water pipeline complete in place per the plans and specifications.

The price shall include, but not be limited to all necessary trench protection (shoring, bracing, sloping, etc.), pressure testing and disinfection of the new pipelines, traffic control, pavement saw cutting and removal, removal and disposal of existing pipe, fittings, appurtenances and casing (size per plan), trenching, disposal of excavated native soil, bedding and backfilling, placing and compacting aggregate base layer to required compaction, warning tape, compacting, purple polyethylene wrap, assisting with compaction testing, restrained joints/coupling, potholing, thrust blocks, placing and removing temporary asphalt concrete, flushing the pipeline, installing and removing the test plates, chlorinating the pipelines, re-chlorinating if necessary, installation of trench repair paving per applicable detail on sheet 3 of the plans, protecting in place or removing and replacing all existing utilities and public and private improvements, daily sweeping and cleaning work site, abandoning existing water main and valves as noted on the plans, installation and relocation of information signs, restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed 4” & 12” ductile iron water pipeline, without deducting for pipeline fittings or appurtenances such as valves, tees, crosses, bends, side outlets, top outlets, etc.

8. 4” & 12” Gate Valve – Bid Items 9 & 10:

Payment for 4” & 12” gate valve shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install gate valves complete in place per the plans and specifications.

The price shall include, but not limited to, valve can (detail 5 on plan sheet 3), traffic control, saw cutting and removing existing pavement, trenching, valve box, bedding, backfilling, compacting, flushing, pressure testing and restoring all areas to pre-existing conditions.

9. Connection Details – Bid Items 11 thru 14:

Payment for the connections to the existing water main shall be made at the contract price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the connection as shown each connection detail on plans.

The bid price shall include but not be limited to the flexible coupling, flanged adaptor, pipe spools, reducers, fittings, tees, traffic control, testing, disinfection, backfill, thrust block, restrained joints, pavement repair, removing portions of interfering pipe, removing and salvaging existing appurtenances, protecting in place or removing and replacing all existing utilities, restoring all areas to pre-existing conditions and all other incidentals required to connect to the existing water main not included under other bid items

10. Drop Section – Bid Item 15:

Payment for required drop section (whether shown or not shown on the plan) shall be made at the contract price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the drop section underneath an existing utility per detail 3 on sheet 3 of the plans.

The bid price shall include but not be limited to the required fittings, restrained joints, additional trench protection, protecting in place all existing utilities, restoring all areas to pre-existing conditions and all other incidentals required to install the drop section. If potholing activities identify an existing utility that conflicts with the minimum required elevation of the proposed pipeline, the contractor shall contact the City to discuss the appropriate means of crossing. All drop sections installed by the contractor shall be verified in the field by the City prior to backfilling. If any drop sections are installed without verification the contractor will not be compensated for this quantity.

11. Install 3” Meter with Service Connection – Bid Item 16:

Payment for 3” service connections per plan shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install service connections complete in place per the plans and specifications (3” meter will be provided by the City).

The price shall include, but not be limited to, traffic control, saw cutting and removing existing pavement, trenching, connecting to new/existing pipeline, installation of copper service piping, complete removal and disposal of existing service pipeline from meter to existing main, new meter box, removal and disposal of existing meter box, replacement of any hardscape/landscape within area of removed/new meter box, corporation stops, angle meter stop, reducer (if required), bronze saddles with double strap, ball valve, bedding, backfilling, compacting, placing and removal of temporary pavement, flushing, disinfecting, pressure testing and restoring all areas to pre-existing conditions.

Note that per California Senate Bill AB 1953, all service brass (except service saddles) installed in any public water system starting January 1, 2010 shall contain no more than 0.25% lead by weight.

12. Install 3" Back-Flow Device – Bid Item 17:

Payment for 3" back-flow device shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install back-flow device complete in place per plans and specifications.

The price shall include, but not be limited to, traffic control, saw cutting and removing existing pavement, trenching, connecting to new/existing pipeline, all fittings and piping, restraint joints, bollards, bedding, backfilling, compacting, placing and removal of temporary pavement, installation of 3'x3'x6" concrete slab around back-flow device, installation of base and finish paving as required, painting, flushing, disinfecting, pressure testing and restoring all areas to pre-existing conditions.

13. 1.5" AC Grind and 1.5" AC Overlay, Bid Item 18:

Item includes but is not limited to 1-1/2" grind and 1-1/2" overlay of asphalt concrete as specified on the project plans and specifications. Bid item also includes crack filling and crack sealing after grinding, placing leveling course, localized base repair, removal of existing asphalt over the gutter pan, removal of all temporary AC pavement and replacement with permanent base paving within the area of the proposed overlay. Bid item also includes but are not limited to dust control, traffic control, sawcutting and shall constitute full compensation for all labor, material, equipment and incidentals required as required to perform the work under these bid items. Roadway grading and shaping shall conform to the provisions "Section 300, 301 and 302 of the Standard Specifications. Payment for this item shall be made at the contract unit price.

For the purpose of making monthly progress payments, 90% of the contract unit price will be paid for the quantity of final pavement completed per the plans and specifications and to the satisfaction of the Engineer. The remaining 10% will be paid when all damaged traffic striping has been replaced per the plans and specifications and has been accepted by the Engineer. No further breakdown will be allowed.

14. Install Thermoplastic Striping and Legend, and loops Bid Item 19:

Item includes but is not limited to installation of thermoplastic striping and legend, per project plans (quantity table shown on plan sheet 6) and per the California MUTCD and

complete removal of existing striping and pavement markings. Payment for this item shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

15. Unforeseen work not covered within all other bid items – Bid Item 20:

Payment for unforeseen work not covered within all other bid items shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work, and pay estimate shall be negotiated based on unit price already established with the bid proposal for this project. Any work required that is outside of the proposed bid unit cost, shall be performed based on time & material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may or may not be spent entirely.

16. Demobilization – Bid Item 21:

Payment for Demobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01740.

END OF SECTION

SECTION 01251 CHANGE ORDER REQUESTS

1.1 GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		**COR Number:**	
Project Number:		**Date of Request:**	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: **Note:** Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ **Date:** _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up to $5,000 plus 5% of line (6) direct sub work over $5,000	
(10):	Bonds & Insurance				1% of line (7) all direct work	$0.00
(11):	Additional amount permitted by Contract					
(12):	**GRAND TOTAL**				Add sums of lines) (7), (8), (9), (10) and (11)	**$0.00**

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SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed breakdown of those

subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the “Not-to-Exceed” amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the “Not-to-Exceed” amount. In addition, if the Changed/Extra Work cannot be completed within the “Not-to-Exceed” limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the “Not-to-Exceed” amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor’s waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a “Daily Extra Work Report” (DEWR) to the Inspector. The “Daily Extra Work Report” shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform

work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor's and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01298 SCHEDULE OF VALUES

1.1 GENERAL

A. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the ENGINEER.

B. Each lump sum bid item on the Schedule of Work and Prices, as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the contract documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.

C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the plant establishment and any maintenance services to be performed before the final project acceptance is made. No non-construction activity shall be cost loaded.

D. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the INSPECTOR reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the INSPECTOR, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

E. Attached are samples of the Schedule of Values. The City will provide project specific Schedule of Values for the CONTRACTOR to use throughout the project at the Preconstruction Meeting. The Schedule of Values must be used by the CONTRATRACTOR at the time of each progress payment.

END OF SECTION

SCHEDULE OF VALUES

Project Name

Contractor Name
Address
Address
Phone:

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
					QTY	$ VALUE	QTY	$VALUE		
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
TOTALS				$0.00		$0.00		$0.00		$0.00

SCHEDULE OF VALUES

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

			VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00		AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00		LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	$0.00		**AMOUNT DUE THIS PERIOD**	**$0.00**

SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR'S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER'S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

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SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

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SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The CITY reserves the right to withhold moneys due the CONTRACTOR

to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED“. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR’S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 01572 EROSION CONTROL PLAN

Contractor shall comply with all laws, codes, ordinances and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project. Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Erosion Control Plan to the City for review. Any corrections or changes shall be made to the Erosion Control Plan, approved by the Engineer and implemented prior to any construction work on this project. The plan shall be updated as necessary or required for compliance purposes.

Payment for work on this item shall be made as a percentage of work completed at each monthly payment. All work under this item shall be as shown on the approved drawing accepted by the City prior to any work on the project. The Contractor shall have all work installed and inspected by the City prior to any work on the project.

Full compensation for this item shall be in accordance with all state and federal NPDES rules, regulations, requirements and laws and shall constitute all work for providing, installing, maintaining and removing all work as required for all excavations, earthwork, grading, grinding, paving, concrete, runoff containment, and any other work performed within the project boundaries.

END OF SECTION

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SECTION 01581 CONSTRUCTION INFORMATION SIGNS

1.1 THE REQUIREMENT

The City shall provide the Contractor with all required construction information signs for the project. The signs shall be installed at the locations noted in the plans, if included, or as otherwise directed by the Engineer. If the project consists of numerous sites, the construction information signs shall be relocated to each site as work progresses. The construction signs shall be installed the same day work commences on any construction site. If the sign is not installed prior to construction work beginning at a subsequent site, the City will install the information signs at the Contractor's expense.

The installation of each sign shall be the responsibility of the contractor to include mounting posts, hardware and any related incidentals to ensure the sign is placed in a safe and secure manner. For any sign required for multiple site projects, where the sign is frequently relocated and not anticipated to be installed in the ground on posts, the Contractor shall provide a Type III barricade for mounting. The contractor shall obtain approval from the Engineer following installation of the construction information sign. If the signs are installed in the ground with posts, proper vertical clearance shall be provided. The minimum vertical clearance shall be six feet within a parkway area and seven feet within the sidewalk.

The construction information sign shall remain visible at all times. The contractor shall replace stolen signs at their expense and maintain the signs, ensuring all graffiti, soil, paint, etc. is removed from the sign immediately. Upon completion of the project, each sign shall be removed and returned to the City. If the sign is not returned to the City at the completion of the project in the original condition, the cost of the sign shall be withheld from the final progress payment.

The Contractor shall notify Underground Service Alert (Dig alert) at least 2 working days, but not more than 14 calendar days, prior to performing any excavation.

Full compensation for furnishing all labor, equipment, materials, and tools required to perform the tasks noted above, and as ordered by the Engineer, shall be considered as being included in the various Contract items of work and no separate or additional compensation will be allowed therefore.

END OF SECTION

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SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1” inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

   a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

   b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.

   c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

   a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

   b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

   c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.
ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.
iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall

be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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SECTION 09900 METAL SURFACE PAINTING AND COATING

PART 1 - GENERAL

A. Description

This section includes materials and application of painting and coating systems for the following surfaces:

1. Submerged metal.
2. Exposed metal.
3. Buried metal.

For coating specifications pertaining to welded steel reservoirs, see Section 09902, Welded Steel Tank Coating.

B. Submittals

1. Submit shop drawings in accordance with the Section 01330.
2. Submit manufacturer's data sheets showing the following information:
   a. Percent solids by volume.
   b. Minimum and maximum recommended dry-film thickness per coat for prime, intermediate, and finish coats.
   c. Recommended surface preparation.
   d. Recommended thinners.
   e. Statement verifying that the specified prime coat is recommended by the manufacturer for use with the specified intermediate and finish coats.
   f. Application instructions including recommended equipment and temperature limitations.
   g. Curing requirements and instructions.
3. Submit color swatches.
4. Submit certificate identifying the type and gradation of abrasives used for surface preparation.
5. Submit material safety data sheets for each coating.

PART 2 - MATERIALS

A. Painting and Coating Systems

The following index lists the various painting and coating systems by service and generic type:

PAINT COATINGS SYSTEM INDEX

No.	Title	Generic Coating
Submerged Metal Coating Systems		
7.	Submerged Metal, Potable or Nonpotable Water	Epoxy
Exposed Metal Coating Systems		
10.	Exposed Metal, Corrosive Environment	High-build epoxy (two-coat system) with polyurethane topcoat
Buried Metal Coating Systems		
21.	Buried Metal	Epoxy
24.	Buried Metal	Corrosion-resisting grease
Coating Systems for Non Ferrous Metals		
54.	Aluminum Insulation from Concrete and Carbon Steel	Epoxy

These systems are specified in detail in the following paragraphs. For each coating, the required surface preparation, prime coat, intermediate coat (if required), topcoat, and coating thicknesses are described. Mil thicknesses shown are minimum dry-film thicknesses.

B. Submerged Metal Coating Systems

1. System No. 7--Submerged Metal, Potable or Nonpotable Water:

Type: Epoxy.

Service Conditions: For use with structures, valves, piping, or equipment immersed in potable or nonpotable water.

Surface Preparation: SSPC SP-10.

Coating System: Apply the manufacturer's recommended number of coats to attain the specified minimum coating thickness. Products: Devoe Bar-Rust 233H, Tnemec Series N140, Sherwin-Williams Tank Clad HS B62-80, Carboline Super Hi-Gard 891, Ameron 395, International Interline 785HS, Wisconsin Protective Coating Corp. Plasite 7133 or 9133, Keysite 740, Scotchkote 306, Engard 460 HS, or equal; 16 mils total. Color of topcoat: white.

C. Exposed Metal Coating Systems

1. System No. 10--Exposed Metal, Corrosive Environment:

Type: High-build epoxy finish coat having a minimum volume solids of 60%, with an inorganic zinc prime coat.

Service Conditions: For use with metal structures or pipes subjected to water condensation; chemical fumes, such as hydrogen sulfide; salt spray; and chemical contact.

Surface Preparation: SSPC SP-10.

Prime Coat: Self-curing, two-component inorganic zinc-rich coating recommended by the manufacturer for overcoating with a high-build epoxy finish coat. Minimum zinc content shall be 12 pounds per gallon. Apply to a thickness of 3 mils. Products: Tnemec 90-96, Devoe Catha-Coat 304 or 304V, International Interzinc 180HS, Ameron 9HS, Engard 519, Carboline 11 HS, Sherwin-Williams Zinc-Clad II Plus, or equal.

Finish Coat: Tnemec 104, ICI Devoe Devran 224 HS, International Interguard 760HS, Ameron 385, Engard 460 HS, Carboline 888 or 890, Sherwin-Williams Macropoxy 646 B58-600, or equal; 5 mils.

D. Buried Metal Coating Systems

1. System No. 21--Buried Metal:

Type: High solids epoxy or phenolic epoxy having a minimum volume solids of 80% (ASTM D 2697).

Service Conditions: Buried metal, such as valves, flanges, bolts, nuts, structural steel, and fittings.

Surface Preparation: SSPC SP-10.

Coating System: Apply three or more coats of Ameron 400, Tnemec 104 HS, Engard 480 HS, ICI Devoe Bar-Rust 233H, Carboline 890LT, Sherwin-Williams

Tank Clad HS B62-80 series, or equal; 30 mils total. Maximum thickness of an individual coating shall not exceed the manufacturer's recommendation.

2. System No. 24--Buried Metal:

Type: Corrosion-resisting grease.

Service Conditions: Buried metal, such as bolts, bolt threads, tie rods, and nuts.

Surface Preparation: SSPC SP-3 or SP-6.

Coating: NO-OX-ID GG-2 as manufactured by Sanchem, Inc. Apply to a minimum thickness of 1/4 inch.

E. Coating Systems for Non Ferrous Metals

1. System No. 54--Aluminum Insulation from Concrete and Carbon Steel:

Type: High solids epoxy or phenolic epoxy having a minimum volume solids of 80% (ASTM D 2697).

Service Conditions: Coat areas of aluminum grating, stairs, structural members or aluminum fabrications, in contact with concrete or carbon steel with this system.

Surface Preparation: Solvent or steam cleaning per SSPC SP-1; do not use alkali cleaning. Then dust blast.

Coating System: Apply three or more coats of Ameron 400, Tnemec 100, ICI Devoe Bar-Rust 233H, Sherwin-Williams Macropoxy B58-600, or equal; 30 mils total. Maximum thickness of an individual coating shall not exceed the manufacturer's recommendation.

F. Abrasives for Surface Preparation

1. Abrasives used for preparation of ferrous (excluding stainless steel) surfaces shall be one of the following:

a. 16 to 30 or 16 to 40 mesh silica sand or mineral grit.

b. 20 to 40 mesh garnet.

c. Crushed iron slag, 100% retained on No. 80 mesh.

d. SAE Grade G-40 or G-50 iron or steel grit.

PART 3 - EXECUTION

A. Weather Conditions

1. Do not paint in the rain, wind, snow, mist, and fog or when steel or metal surface temperatures are less than 5°F above the dew point.

2. Do not apply paint when the relative humidity is above 85%.

3. Do not paint when temperature of metal to be painted is above 120°F.

4. Do not apply alkyd, inorganic zinc, silicone aluminum, or silicone acrylic paints if air or surface temperature is below 40°F or expected to be below 40°F within 24 hours.

5. Do not apply epoxy, acrylic latex, and polyurethane paints on an exterior or interior surface if air or surface temperature is below 60°F or expected to drop below 60°F in 24 hours.

B. Surface Preparation Procedures

1. Remove oil and grease from metal surfaces in accordance with SSPC SP-1. Use clean cloths and cleaning solvents and wipe dry with clean cloths. Do not leave a film or greasy residue on the cleaned surfaces before abrasive blasting.

2. Do not abrasive blast or prepare more surface area in one day than can be coated in one day; prepare surfaces and apply coatings the same day. Remove sharp edges, burrs, and weld spatter.

3. For carbon steel, do not touch the surface between the time of abrasive blasting and the time the coating is applied. Apply coatings within two hours of blasting or before any rust bloom forms.

4. Surface preparation shall conform with the SSPC specifications as follows:

Solvent Cleaning	SP-1
Hand Tool Cleaning	SP-2
Power Tool Cleaning	SP-3
White Metal Blast Cleaning	SP-5
Commercial Blast Cleaning	SP-6
Brush-Off Blast Cleaning	SP-7
Pickling	SP-8
Near-White Blast Cleaning	SP-10
Power Tool Cleaning to Bare Metal	SP-11
Surface Preparation and Cleaning of Steel and Other Hard Materials by High- and Ultrahigh-Pressure Water Jetting Prior to Recoating	SP-12
Surface Preparation of Concrete	SP-13

5. Wherever the words “solvent cleaning,” “hand tool cleaning,” “wire brushing,” or “blast cleaning” or similar words are used in these specifications or in paint manufacturer’s specifications, they shall be understood to refer to the applicable SSPC (Steel Structure Painting Council), surface preparation specifications listed above.

6. For carbon steel surfaces, after abrasive blast cleaning, the height of the surface profile shall be 2 to 3 mils. If this cannot be achieved with the surface preparation named in the painting system, SSPC SP-5 may be required. Verify the surface profile by measuring with an impresser tape acceptable to the Owner’s Representative. Perform a minimum of one test per 100 square feet of surface area. Testing shall be witnessed by the Owner’s Representative. The impresser tape used in the test shall be permanently marked with the date, time, and locations where the test was made. Test results shall be promptly presented to the Owner’s Representative.

7. Do not apply any part of a coating system before the Owner’s Representative has reviewed the surface preparation. If coating has been applied without this review, if directed by the Owner’s Representative, remove the applied coating by abrasive blasting and reapply the coat in accordance with this specification.

C. <u>Abrasive Blast Cleaning</u>

1. Use dry abrasive blast cleaning for metal surfaces. Do not use abrasives in automatic equipment that have become contaminated. When shop or field blast cleaning with handheld nozzles, do not recycle or reuse blast particles.

2. After blast cleaning and prior to application of coating, dry clean surfaces to be coated by dusting, sweeping, and vacuuming to remove residue from blasting. Apply the specified primer or touch-up coating within the period of an eight-hour

working day. Do not apply coating over damp or moist surfaces. Reclean prior to application of primer or touch-up coating any blast cleaned surface not coated within said eight-hour period.

3. Keep the area of the work in a clean condition and do not permit blasting particles to accumulate and constitute a nuisance or hazard.

4. During sandblast cleaning, prevent damage to adjacent coatings. Schedule blast cleaning and coating such that dust, dirt, blast particles, old coatings, rust, mill scale, etc., will not damage or fall upon wet or newly coated surfaces.

D. Procedures for Items Having Shop-Applied Prime Coats

1. After application of primer to surfaces, allow coating to cure for a minimum of two hours before handling to minimize damage.

2. When loading for shipment to the project site, use spacers and other protective devices to separate items to prevent damaging the shop-primed surfaces during transit and unloading. If wood spacers are used, remove wood splinters and particles from the shop-primed surfaces after separation. Use padded chains or ribbon binders to secure the loaded items and minimize damage to the shop-primed surfaces.

3. Cover shop-primed items 100% with protective coverings or tarpaulins to prevent deposition of road salts, fuel residue, and other contaminants in transit.

4. Handle shop-primed items with care during unloading, installation, and erection operations to minimize damage. Do not place or store shop-primed items on the ground or on top of other work unless ground or work is covered with a protective covering or tarpaulin. Place shop-primed items above the ground upon platforms, skids, or other supports.

E. Field Touch-Up of Shop-Applied Prime Coats

1. Remove oil and grease surface contaminants on metal surfaces in accordance with SSPC SP-1. Use clean rags wetted with a degreasing solution, rinse with clean water, and wipe dry.

2. Remove dust, dirt, salts, moisture, chalking primers, or other surface contaminants that will affect the adhesion or durability of the coating system. Use a high-pressure water blaster or scrub surfaces with a broom or brush wetted with a solution of trisodium phosphate, detergent, and water. Before applying intermediate or finish coats to inorganic zinc primers, remove any soluble zinc salts that have formed by means of scrubbing with a stiff bristle brush. Rinse scrubbed surfaces with clean water.

3. Remove loose or peeling primer and other surface contaminants not easily removed by the previous cleaning methods in accordance with SSPC SP-7. Take care that remaining primers are not damaged by the blast cleaning operation. Remaining

primers shall be firmly bonded to the steel surfaces with blast cleaned edges feathered.

4. Remove rust, scaling, or primer damaged by welding or during shipment, storage, and erection in accordance with SSPC SP-10. Take care that remaining primers are not damaged by the blast cleaning operation. Areas smaller than 1 square inch may be prepared per SSPC SP-11. Remaining primers shall be firmly bonded to the steel surfaces with cleaned edges feathered.

5. Use repair procedures on damaged primer that protects adjacent primer. Blast cleaning may require the use of lower air pressure, smaller nozzles, and abrasive particle sizes, short blast nozzle distance from surface, shielding, and/or masking.

6. After abrasive blast cleaning of damaged and defective areas, remove dust, blast particles, and other debris by dusting, sweeping, and vacuuming; then apply the specified touch-up coating.

7. Surfaces that are shop primed with inorganic zinc primers shall receive a field touch-up of organic zinc primer per System No. 18 to cover scratches or abraded areas.

8. Surfaces that are shop primed shall receive a field touch-up of the same primer used in the original prime coat.

F. Painting Systems

1. All materials of a specified painting system, including primer, intermediate, and finish coats, shall be produced by the same manufacturer. Thinners, cleaners, driers, and other additives shall be as recommended by the paint manufacturer for the particular coating system.

2. Deliver paints to the jobsite in the original, unopened containers.

G. Paint Storage and Mixing

1. Store and mix materials only in areas designated for that purpose by the Owner's Representative. The area shall be well-ventilated, with precautionary measures taken to prevent fire hazards. Post "No Smoking" signs. Storage and mixing areas shall be clean and free of rags, waste, and scrapings. Tightly close containers after each use. Store paint at an ambient temperature from 50°F to 100°F.

2. Prepare multiple-component coatings using all of the contents of the container for each component as packaged by the paint manufacturer. Do not use partial batches. Do not use multiple-component coatings that have been mixed beyond their pot life. Provide small quantity kits for touch-up painting and for painting other small areas. Mix only the components specified and furnished by the paint manufacturer. Do not intermix additional components for reasons of color or otherwise, even within the same generic type of coating.

H. Procedures for the Application of Coatings

1. Conform to the requirements of SSPC PA-1. Follow the recommendations of the coating manufacturer including the selection of spray equipment, brushes, rollers, cleaners, thinners, mixing, drying time, temperature and humidity of application, and safety precautions.

2. Stir, strain, and keep coating materials at a uniform consistency during application. Power mix components. For multiple component materials, premix each component before combining. Apply each coating evenly, free of brush marks, sags, runs, and other evidence of poor workmanship. Use a different shade or tint on succeeding coating applications to indicate coverage where possible. Finished surfaces shall be free from defects or blemishes.

3. Do not use thinners unless recommended by the coating manufacturer. If thinning is allowed, do not exceed the maximum allowable amount of thinner per gallon of coating material. Stir coating materials at all times when adding thinner. Do not flood the coating material surface with thinner prior to mixing. Do not reduce coating materials more than is absolutely necessary to obtain the proper application characteristics and to obtain the specified dry-film thicknesses.

4. Remove dust, blast particles, and other debris from blast cleaned surfaces by dusting, sweeping, and vacuuming. Allow ventilator fans to clean airborne dust to provide good visibility of working area prior to coating applications. Remove dust from coated surfaces by dusting, sweeping, and vacuuming prior to applying succeeding coats.

5. Apply coating systems to the specified minimum dry-film thicknesses as measured from above the peaks of the surface profile.

6. Apply primer immediately after blast cleaning and before any surface rusting occurs, or any dust, dirt, or any foreign matter has accumulated. Reclean surfaces by blast cleaning that have surface colored or become moist prior to coating application.

7. Apply a brush coat of primer on welds, sharp edges, nuts, bolts, and irregular surfaces prior to the application of the primer and finish coat. Apply the brush coat prior to and in conjunction with the spray coat application. Apply the spray coat over the brush coat.

8. Before applying subsequent coats, allow the primer and intermediate coats to dry for the minimum curing time recommended by the manufacturer. In no case shall the time between coats exceed the manufacturer's recommendation.

9. Each coat shall cover the surface of the preceding coat completely, and there shall be a visually perceptible difference in applied shade or tint of colors.

10. Applied coating systems shall be cured at 75°F or higher for 48 hours. If temperature is lower than 75°F, curing time shall be in accordance with printed recommendations of the manufacturer, unless otherwise allowed by the Owner's Representative.

11. Assembled parts shall be disassembled sufficiently before painting or coating to ensure complete coverage by the required coating.

I. Surfaces Not To Be Coated

Do not paint the following surfaces unless otherwise noted in the drawings or in other specification sections. Protect during the painting of adjacent areas:

1. Concrete walkways.

2. Mortar-coated pipe and fittings.

3. Stainless steel.

4. Metal letters.

5. Glass.

6. Roofings.

7. Fencing.

8. Copper tubing, red brass piping, and PVC piping except where such piping occurs in rooms where the walls are painted, or required for color coding.

9. Electrical fixtures except for factory coatings.

10. Nameplates.

11. Grease fittings.

12. Brass and copper, submerged.

13. Buried pipe, unless specifically required in the piping specifications.

14. Fiberglass items, unless specifically required in the FRP specifications.

15. Aluminum handrail, stairs, and grating.

J. Protection of Surfaces Not To Be Painted

Remove, mask, or otherwise protect hardware, lighting fixtures, switchplates, aluminum surfaces, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not intended to be painted. Provide drop cloths to prevent paint materials

from falling on or marring adjacent surfaces. Protect working parts of mechanical and electrical equipment from damage during surface preparation and painting process. Mask openings in motors to prevent paint and other materials from entering the motors.

K. Surfaces To Be Coated

The exact coating to be applied in any location is not designated by the descriptive phrases in the coating system titles such as "corrosive environment," "buried metal," or "submerged metal." Coat surfaces with the specific coating systems as described below:

1. Coat aboveground and exposed piping or piping in vaults and structures as described in the various piping specifications. Color of finish coat shall be as selected by the Owner.

2. Coat valves as described in the various valve specifications.

3. Coat buried flanges, nuts and bolts, valves, flexible pipe couplings, exposed rebar in thrust blocks, and valve boxes per System No. 21. Coat buried bolt threads, tie bolt threads, and nuts per System No. 24.

L. Dry-Film Thickness Testing

1. Measure coating thickness specified for metal surfaces with a magnetic-type dry-film thickness gauge. Provide certification that the gauge has been calibrated by a certified laboratory within the past six months. Provide dry-film thickness gauge as manufactured by Mikrotest or Elcometer.

2. Test the finish coat of metal surfaces (except zinc primer and galvanizing) for holidays and discontinuities with an electrical holiday detector, low-voltage, wet-sponge type. Provide measuring equipment. Provide certification that the gauge has been calibrated by a certified laboratory within the past six months. Provide detector as manufactured by Tinker and Rasor or K-D Bird Dog.

3. For metal surfaces, make five separate spot measurements (average of three readings) spaced evenly over each 100 square feet of area (or fraction thereof) to be measured. Make three readings for each spot measurement of either the substrate or the paint. Move the probe or detector a distance of 1 to 3 inches for each new gauge reading. Discard any unusually high or low reading that cannot be repeated consistently. Take the average (mean) of the three readings as the spot measurement. The average of five spot measurements for each such 100 square foot area shall not be less than the specified thickness. No single spot measurement in any 100 square foot area shall be less than 80%, nor more than 120%, of the specified thickness. One of three readings which are averaged to produce each spot measurement may underrun by a greater amount.

4. Perform tests in the presence of the Owner's Representative.

M. Repair of Improperly Coated Surfaces

If the item has an improper finish color or insufficient film thickness, clean and topcoat the surface with the specified paint material to obtain the specified color and coverage. Sandblast or power-sand visible areas of chipped, peeled, or abraded paint, feathering the edges. Then prime and finish coat in accordance with the specifications. Work shall be free of runs, bridges, shiners, laps, or other imperfections.

N. Cleaning

1. During the progress of the work, remove discarded materials, rubbish, cans, and rags at the end of each day's work.

2. Thoroughly clean brushes and other application equipment at the end of each period of use and when changing to another paint or color.

3. Upon completion of painting work, remove masking tape, tarps, and other protective materials, using care not to damage finished surfaces.

END OF SECTION

SECTION 15050 GENERAL PIPING REQUIREMENTS

PART 1 - GENERAL

A. Description

This section describes the general requirements for selecting piping materials; selecting the associated bolts, nuts, and gaskets for flanges for the various piping services in the project; and miscellaneous piping items.

B. Submittals

1. Submit shop drawings in accordance with Section 01330.

2. Submit affidavit of compliance with referenced standards (e.g., AWWA, ANSI, ASTM, etc.).

3. Submit certified copies of mill test reports for bolts and nuts, including coatings if specified. Provide recertification by an independent domestic testing laboratory for materials originating outside of the United States.

4. Submit manufacturer's data sheet for gaskets supplied showing dimensions and bolting recommendations.

5. Submit manufacturer's data sheet for insulating unions, showing recommended installation procedures.

C. Definitions of Buried and Exposed Piping

1. Buried piping is piping buried in the soil, commencing at the wall or beneath the slab of a structure. Where a coating is specified, provide the coating up to the structure wall. Piping encased in concrete is considered to be buried. Do not coat encased pipe.

2. Exposed piping is piping in any of the following conditions or locations:

   a. Above ground.

   b. Inside buildings, vaults, or other structures.

   c. In underground concrete trenches or galleries.

PART 2 - MATERIALS

A. Materials Selection and Alternative Materials

1. The drawings may show alternative piping materials for certain services. In such cases, the same pipe material shall be used for all pipe sizes in all locations for the given piping service. Do not intermix piping materials.

B. Thread Forming for Stainless Steel Bolts

Form threads by means of rolling, not cutting or grinding.

C. Bolts and Nuts for Flanges for Steel and Ductile Iron Piping

1. Bolts and nuts for buried or submerged Class 150 flanges shall conform to ASTM A307 Grade B.

2. Not used

3. Bolts and nuts used in flange insulation kits shall conform to ASTM A307 Grade B.

4. Provide washers for each nut. Washers shall be of the same material as the nuts.

D. Lubricant for Stainless Steel Bolts and Nuts

Not used

E. Gaskets for Flanges for Steel and Ductile-Iron Piping and Fittings in Water Service

Gaskets shall be ring type, 1/8-inch thick, non-asbestos, aramid fibers with nitrile binder. Gaskets shall have "nominal" pipe size inside diameters not the inside diameters per ANSI B16.21. Products: Garlock Blue-Gard 3000, Tripac #5000 or equal.

PART 3 - EXECUTION

A. Installing Flanged Piping

1. Set pipe with the flange bolt holes straddling the pipe horizontal and vertical centerline. Install pipe without springing, forcing, or stressing the pipe or any adjacent connecting valves or equipment. Before bolting up, align flange faces to the design plane within 1/16 inch per foot measured across any diameter. Align flange boltholes within 1/8-inch maximum offset.

2. Clean flanges by wire brushing before installing flanged fittings. Clean flange bolts and nuts by wire brushing, lubricate carbon steel bolts with oil and graphite, and tighten nuts uniformly and progressively.

3. Bolt lengths shall extend completely through their nuts. Any which fail to do so shall be considered acceptably engaged if the lack of complete engagement is not more than one thread.

4. Do not use more than one gasket between contact faces in assembling a flanged joint.

5. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reset or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.

END OF SECTION

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SECTION 15100 MANUAL, CHECK, PRESSURE REDUCING, AND PROCESS VALVES

PART 1 - GENERAL

A. Description

This section includes materials, testing, and installation of manually operated valves, check valves, pressure reducing, and process valves including gate and butterfly valves.

B. Related Work Specified Elsewhere

1. Painting and Coating: 09900.
2. General Piping Requirements: 15050.
3. Air-Release and Vacuum-Relief Valves: 15108.
4. Pressure Testing of Piping: 15144.

C. Submittals

1. Submit shop drawings in accordance with Section 01330.
2. Submit manufacturer's catalog data and detail construction sheets showing all valve parts. Describe each part by material of construction, specification (such as AISI, ASTM, SAE, or CDA), and grade or type.
3. Show valve dimensions including laying lengths. Show port sizes. Show dimensions and orientation of valve actuators, as installed on the valves. Show location of internal stops for gear actuators. State differential pressure and fluid velocity used to size actuators. For worm gear actuators, state the radius of the gear sector in contact with the worm and state the handwheel diameter.
4. Show valve linings and coatings. Submit manufacturer's catalog data and descriptive literature.
5. Submit copies of a report verifying that the valve interior linings and exterior coatings have been tested for holidays and lining thickness. Describe test results and repair procedures for each valve. Do not ship valves to project site until the reports have been returned by the Owner's Representative as approved.
6. For butterfly valves, show the clear diameter or size of the port. Show the actual area of the port as a percentage of the area as calculated for the nominal valve size.

PART 2 - MATERIALS

A. General

1. Install valves complete with operating handwheels or levers, chainwheels, extension stems, floor stands, gear actuators, operating nuts, chains, and wrenches required for operation.

2. Valves shall have the name of the manufacturer and the size of the valve cast or molded onto the valve body or bonnet or shown on a permanently attached plate.

3. For buried locations, valves with mechanical joint ends may be substituted for the flanged ends specified provided the mechanical joint ends are compatible with the pipe ends.

B. Valve Actuators

1. Provide 2-inch AWWA operating nuts for buried and submerged valves.

2. Provide enclosed gear actuators on butterfly, ball, and plug valves 8 inches and larger, unless electric valve actuators are shown in the drawings. Gear actuators for valves 8 inches through 20 inches shall be of the worm and gear, or of the traveling nut type.

3. Provide gear actuators on gate valves 14 inches and larger, unless electric valve actuators are shown in the drawings. Gear actuators shall be of the bevel or spur gear type. Provide grease case. Gearing shall comply with AWWA C500.

4. Design gear actuators assuming that the differential pressure across the plug or disc is equal to the pressure rating of the valve and assuming a line fluid temperature range of 50°F to 100°F unless otherwise required in the detailed valve specifications.

5. Gear actuators shall be enclosed, oil lubricated, with seals provided on shafts to prevent entry of dirt and water into the actuator. Gear actuators for valves located above ground or in vaults and structures shall have handwheels. The actuators for valves in exposed service shall contain a dial indicating the position of the valve disc or plug. Gear actuators for buried or submerged valves shall have 2-inch-square AWWA operating nuts.

6. For buried or submerged service, provide watertight shaft seals and watertight valve and actuator cover gaskets. Provide totally enclosed actuators designed for buried or submerged service.

7. Traveling nut and worm and gear actuators shall be of the totally enclosed design so proportioned as to permit operation of the valve under full differential pressure rating of the valve with a maximum pull of 80 pounds on the handwheel or crank.

Provide stop limiting devices in the actuators in the open and closed positions. Actuators shall be of the self-locking type to prevent the disc or plug from creeping. Design actuator components between the input and the stop-limiting devices to withstand without damage a pull of 200 pounds for handwheel or chainwheel actuators and an input torque of 300 foot-pounds for operating nuts when operating against the stops.

8. Handwheel diameters for traveling nut actuators shall not exceed 8 inches for valves 12 inches and smaller and shall not exceed 12 inches for valves 20 inches and smaller.

9. Self-locking worm gear shall be a one-piece design of gear bronze material (ASTM B 427; or ASTM B 584, Alloy C86200), accurately machine cut. Actuators for eccentric and lubricated plug valves may use ductile-iron gears provided the gearing is totally enclosed with spring-loaded rubber lip seals on the shafts. The worm shall be hardened alloy steel (ASTM A 322, Grade G41500 or G41400; or ASTM A 148, Grade 105-85), with thread ground and polished. Support worm gear shaft at each end by ball or tapered roller bearings. The reduction gearing shall run in a proper lubricant. The handwheel diameter shall be no more than twice the radius of the gear sector in contact with the worm. Worm gear actuators shall be Limitorque Model HBC, EIM Series W, or equal.

10. Design actuators on buried valves to produce the required torque on the operating nut with a maximum input of 150 foot-pounds.

11. Valve actuators, handwheels, or levers shall open by turning counterclockwise.

C. Cast-Iron Valve Boxes for Buried Valves

1. Valve cans shall be slip can type, 8” diameter with extension as manufactured by R.K. Industries, 20 GA. Galvanized steel, or approved equal. Cast iron gate cap to be manufactured by Dayton Foundry, or approved equal, and shall be marked “Water”. For detail see drawing A-20514, which is included in the Appendix.

2. Coat buried cast-iron pieces per Section 09900, System No. 21.

D. Extension Stems for Buried and Submerged Valve Actuators

1. Where the depth of the valve is such that its centerline is more than 4 feet below grade, provide operating extension stems to bring the operating nut to a point 6 inches below the surface of the ground and/or box cover. Where the valve is submerged, provide operating extension stems to bring the operating nut to 6 inches above the water surface. Extension stems shall be steel, solid core, and shall be complete with 2-inch-square operating nut. The connections of the extension stems to the operating nuts and to the valves shall withstand without damage a pull of 300 foot-pounds.

2. Extension stem diameters shall be as tabulated below:

Valve Size (inches)	Minimum Extension Stem Diameter (inches)
6	1
8	1-1/8
10, 12	1-1/4
14	1-3/8
16, 18	1-1/2

E. Bolts and Nuts for Flanged Valves

Bolts and nuts for flanged valves shall be as described in Section 15050.

F. Gaskets for Flanges

Gaskets for flanged end valves shall be as described in Section 15050.

G. Painting and Coating

1. Coat metal valves located above ground or in vaults and structures the same as the adjacent piping.

2. Coat buried metal valves at the place of manufacture per Section 09900, System No. 21.

3. Coat submerged metal valves, stem guides, extension stems, and bonnets at the place of manufacture per Section 09900, System No. 7.

4. Line the interior metal parts of metal valves 4 inches and larger, excluding seating areas and bronze and stainless steel pieces, per Section 09900, System No. 7. Apply lining at the place of manufacture.

5. Test the valve interior linings and exterior coatings at the factory with a low-voltage (22.5 to 80 volts, with approximately 80,000-ohm resistance) holiday detector, using a sponge saturated with a 0.5% sodium chloride solution. The lining shall be holiday free.

6. Measure the thickness of the valve interior linings per Section 09900. Repair areas having insufficient film thickness per Section 09900.

H. Packing, O-Rings, and Gaskets

Unless otherwise stated in the detailed valve specifications, packing, O-rings, and gaskets shall be one of the following nonasbestos materials:

1. Teflon.

2. Kevlar aramid fiber.

3. Acrylic or aramid fiber bound by nitrile. Products: Garlock "Bluegard," Klinger "Klingersil C4400," or equal.

4. Buna-N (nitrile).

I. Rubber Seats

Rubber seats shall be made of a rubber compound that is resistant to free chlorine and monochloramine concentrations up to 10 mg/l in the fluid conveyed.

J. Valves

1. Gate Valves:

a. Not Used

b. Ductile-Iron Resilient Wedge Gate Valves 4 Inches Through 36 Inches (AWWA C515):

Valves shall comply with AWWA C515 and the following. Valves shall be of the bolted-bonnet type with nonrising stems. Valve stems shall be Type 304 or 316 stainless steel or cast, forged, or rolled bronze. Provide operating nut for buried valves. Provide handwheel for exposed valves. Stem nuts shall be made of solid bronze. Bronze for internal working parts, including stems, shall not contain more than 2% aluminum nor more than 7% zinc. Bronze shall conform to ASTM B 62 or ASTM B 584 (Alloy C83600), except the stem bronze shall have a minimum tensile strength of 60,000 psi, a minimum yield strength of 30,000 psi, and a minimum of 10% elongation in 2 inches (ASTM B 584 or B 763, Alloy C87600 or C99500). Body bolts shall be 316 stainless steel. End connections for exposed valves shall be flanged. End connections for buried valves shall be mechanical joint or push-on type.

Provide reduction thrust bearings above the stem collar. Stuffing boxes shall be O-ring seal type with two rings located in stem above thrust collar. Each valve shall have a smooth unobstructed waterway free from any sediment pockets.

Valves shall be lined and coated at the place of manufacture with either fusion-bonded epoxy or heat-cured liquid epoxy. Minimum epoxy thickness shall be 8 mils.

Manufacturers: Clow, Mueller, American Flow Control, Waterous, Kennedy, or equal.

2. Butterfly Valves:

a. Thrust Bearings for Butterfly Valves:

Provide thrust bearings to hold the valve disc in the center of the valve seat. No bearings shall be mounted inside the valve body within the waterway. Do not use thrust bearings in which a metal bearing surface on the disc rubs in contact with an opposing metal surface on the inside of the body.

b. Bronze Components in Butterfly Valves:

Bronze components in contact with water shall comply with the following requirements:

Constituent	**Content**
Zinc	7% maximum
Aluminum	2% maximum
Lead	8% maximum
Copper + Nickel + Silicon	83% minimum

c. Actuator Sizing for Butterfly Valves:

Actuators shall be sized to produce valve shaft output torques equivalent to at least 75% of the torsional shear stress of the minimum required shaft diameters.

d. Port Sizes for Butterfly Valves:

For valves 24 inches and smaller, the actual port diameter shall be at least 93% of the nominal valve size. For valves larger than 24 inches, the port diameter shall not be more than 1.25 inches smaller than the nominal valve size. The dimension of the port diameter shall be the clear waterway diameter plus the thickness of the rubber seat.

e. Corrosion-Resistant Materials in Butterfly Valves:

Where AWWA C504 requires “corrosion resistant” material, such material shall be one of the following:

(1) Bronze as described above.

(2) Type 304 or 316 stainless steel.

(3) Monel (UNS N04400).

(4) Synthetic nonmetallic material.

f. Seating Surfaces in Butterfly Valves:

Seating surfaces shall be stainless steel or nickel-copper per AWWA C504 or nickel-chromium alloy containing a minimum of 72% nickel and a minimum of 14% chromium.

g. Flanged, Rubber-Seated Butterfly Valves 4 Inches and Larger, Class 150B:

Butterfly valves shall be short body, flanged type for exposed valves and valves in vaults or structures, and either flanged or mechanical joint for buried valves. Valve shall conform to AWWA C504, Class 150B. Minimum working differential pressure across the valve disc shall be 150 psi. Flanged ends shall be Class 125, ANSI B16.1. Valve shafts shall be Type 304 or 316 stainless steel. Valve shafts shall be stub shaft or one-piece units extending completely through the valve disc. Materials of construction shall be as follows:

Component	Material	Specification
Body	Cast iron or ductile iron	AWWA C 504
Exposed body capscrews and bolts and nuts	Stainless steel	ASTM A 276, Type 304 or 316
Discs	Cast iron, ductile iron, or Ni-Resist	AWWA C504
Disc fasteners, seat retention segments, and seat fastening devices	Stainless steel	ASTM A 276, Type 304 or 316
Seat material	Buna-N	--

Where the rubber seat is applied to the disc, it shall be bonded to a stainless steel seat retaining ring which is clamped to the disc by Type 304 or 316 stainless steel screw fasteners. The rubber valve seat shall be secured to or retained in the valve body. Valves shall be Pratt, DeZurik Series BAW, M&H, or equal.

3. Pressure Reducing Valves:

a. A water pressure reducing valve with integral strainer shall be installed as shown on the plans, in the locations directed by the Owner, where the supply main pressure exceeds 60 psi to reduce it to 50 psi or lower. The valve shall include a bronze body suitable for water supply pressures up to 400 psi. Provision shall be made to permit the bypass flow of water around the valve back into the main when pressures, due to thermal expansion on the outlet side of the valve, exceed the pressure in the main. Valves with built-in bypass

check valves are acceptable. Valve shall be a Watts Regulator Company Series N35B, or equal.

PART 3 - EXECUTION

A. Joints

1. Bolt holes of flanged valves shall straddle the horizontal and vertical centerlines of the pipe run to which the valves are attached. Clean flanges by wire brushing before installing flanged valves. Clean flange bolts and nuts by wire brushing, lubricate threads with oil and graphite, and tighten nuts uniformly and progressively. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reseat or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.

2. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.

B. Installing Buried Valves

1. Connect the valve, coat the flanges, apply tape wrapping or polyethylene encasement, and place and compact the backfill to the height of the valve stem.

2. Place block pads under the extension pipe to maintain the valve box vertical during backfilling and repaving and to prevent the extension pipe from contacting the valve bonnet.

3. Mount the upper slip pipe of the extension in midposition and secure with backfill around the extension pipe. Pour the concrete ring allowing a depression so the valve box cap will be flush with the pavement surface.

4. In streets without concrete curbs and in open areas, install the valve box as for a paved area with concrete curb except include a marker post. Cut the marker post from 4-inch by 4-inch dense structural grade Douglas fir No. 2 surfaced on four sides to a length of 5 feet. Chamfer the top. Set the post in concrete, 2 feet into the ground, away from traffic, and to the side of the pipeline. Coat with a seal and finish coat of white alkyd exterior paint. On the side facing the valve, letter in black the word "VALVE" and the distance in feet from the marker post to the valve box cap.

C. Field Coating Buried Valves

1. Coat flanges of buried valves and the flanges of the adjacent piping, and the bolts and nuts of flanges and mechanical joints, per Section 09900, System No. 24.

D. Installing Extension Stem Guide Brackets

Install at 6- to 8-foot centers. Provide at least two support brackets for stems longer than 10 feet, with one support near the bottom of the stem and one near the top.

E. Mounting Gear Actuators

The valve manufacturer shall select and mount the gear actuator and accessories on each valve and stroke the valve from fully open to fully closed prior to shipment.

F. Field Installation of Gear Actuator

Provide the actuator manufacturer's recommended lubricating oil in each actuator before commencing the field testing.

G. Valve Leakage Testing

Test valves for leakage at the same time that the connecting pipelines are tested. See Section 15144 for pressure testing requirements. Protect or isolate any parts of valves, actuators, or control and instrumentation systems whose pressure rating is less than the pressure test. Valves shall show zero leakage. Repair or replace any leaking valves and retest.

H. Valve Field Testing

1. Operate manual valves through three full cycles of opening and closing. Valves shall operate from full open to full close without sticking or binding. Do not backfill buried valves until after verifying that valves operate from full open to full closed. If valves stick or bind, or do not operate from full open to full closed, repair or replace the valve and repeat the tests.

2. Gear actuators shall operate valves from full open to full close through three cycles without binding or sticking. The pull required to operate handwheel- or chainwheel-operated valves shall not exceed 80 pounds. The torque required to operate valves having 2-inch AWWA nuts shall not exceed 150 ft-lbs. If actuators stick or bind or if pulling forces and torques exceed the values stated previously, repair or replace the actuators and repeat the tests. Operators shall be fully lubricated in accordance with the manufacturer's recommendations prior to operating.

END OF SECTION

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SECTION 15108 AIR-RELEASE AND VACUUM-RELIEF VALVES

PART 1 - GENERAL

A. Description

This section includes materials and installation of combination air-release valves, for water service.

B. Related Work Specified Elsewhere

1. Painting and Coating: 09900.

2. Pressure Testing of Piping: 15144.

C. Submittals

1. Submit shop drawings in accordance with the Special Conditions.

2. Submit manufacturer's catalog data and detail drawings showing all valve parts and describe by material of construction, specification (such as AISI, ASTM, SAE, or CDA), and grade or type. Show linings and coatings.

PART 2 - MATERIALS

A. Valve Design and Operation

1. Valve design shall comply with AWWA C512, except as modified herein. Class 150 valves shall have a maximum working pressure of at least 150 psi. Class 300 valves shall have a maximum working pressure of at least 300 psi. Class 500 valves shall have a maximum working pressure of at least 500 psi.

2. Combination air valves 3 inches and smaller shall have a float with lever arm to actuate a poppet valve. A needle shall be attached to the float arm. The poppet valve shall serve to admit large quantities of air when the pipeline drains. The needle shall serve to release small quantities of air as the pipeline fills or as air accumulates in the pipeline.

B. Materials of Construction

1. Materials of construction for combination air valves for water service shall be as follows:

Item	Material	Specification
Body and cover	Cast iron	ASTM A 48, Class 35; or ASTM A 126, Class B
Float, lever or linkage, air release mechanism, poppet, guide rod, guide bushings, fasteners, other internal metal parts	Stainless steel	AISI Type 316
Plugs	Bronze	See paragraph 5 below
Seat, plunger, needle	Buna-N	--

2. Bronze shall have the following chemical characteristics:

Constituent	Content
Zinc	7% maximum
Aluminum	2% maximum
Lead	8% maximum
Copper + Nickel + Silicon	83% minimum

3. Rubber seats shall be made of a rubber compound that is resistant to free chlorine and monochloramine concentrations up to 10 mg/l in the fluid conveyed.

4. Body and cover bolts, nuts, and capscrews shall be Type 316 stainless steel.

C. Seating

Valves shall seat driptight at a pressure of 1 psi.

D. Valve End Connections

1. Valves 2 inches and smaller shall have threaded ends. Valves 3 inches and larger shall have flanged ends.

2. Flanges for Class 150 valves shall comply with ANSI B16.1, Class 125. Flanges for Class 300 valves shall comply with ANSI B16.1, Class 250.

3. Threaded ends shall comply with ANSI B1.20.1.

E. Valves

1. Combination Air Valves, Single Body, Class 300: Valves shall have a maximum working pressure of 300 psi. Valves shall be APCO series 140C & 150C, Val-Matic series 200C, Crispin UL10, UL20, UL30, UL41, C61 & C81, or approved equal.

PART 3 - EXECUTION

A. Lining and Coating

1. Coat cast-iron valves per Section 09900, System No. 10. Apply the specified prime and finish coats at the place of manufacture.

2. Coat interior surfaces of cast-iron valves at the place of manufacture per Section 09900, System No. 7. Do not coat seating areas and plastic, bronze, stainless steel, or other high alloy parts.

B. Installation

1. Clean flanges by wire brushing before installing flanged valves. Clean flange bolts and nuts by wire brushing, lubricate threads with oil and graphite, and tighten nuts uniformly and progressively. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reseat or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.

2. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.

C. Valve Pressure Testing

Test valves at the same time that the connecting pipelines are pressure tested. See Section 15144 for pressure testing requirements. Protect or isolate any parts of valves, operators, or control and instrumentation systems whose pressure rating is less than the test pressure.

D. Air and Vacuum Valve

Construct Air and Vacuum Valve per City of Redlands standard detail A-20515.

END OF SECTION

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SECTION 15122 PIPE COUPLINGS

PART 1 - GENERAL

A. Description

This section includes materials and installation of flexible gasketed sleeve-type compression pipe couplings for steel and ductile iron pipe; and couplings for connecting different pipe materials.

B. Related Work Specified Elsewhere

1. Painting and Coating: 09900.

2. Pressure Testing of Piping: 15144.

C. Submittals

1. Submit shop drawings in accordance with Section 01330.

2. Submit manufacturer's catalog data on flexible pipe couplings. Show manufacturer's model or figure number for each type of coupling or joint for each type of pipe material for which couplings are used. Show coatings.

3. Submit manufacturer's recommended torques to which the coupling bolts shall be tightened for the flexible gasketed sleeve-type compression pipe couplings.

4. Show materials of construction by ASTM reference and grade. Show dimensions.

5. Show number, size, and material of construction of tie rods and lugs for each thrust harness on the project.

PART 2 - MATERIALS

A. Coupling System Design and Component Unit Responsibility

Gaskets, bolts, nuts, glands, end rings, and hardware for pipe couplings of all types shall be furnished by the manufacturer of the pipe coupling and shall be designed as an integral system by the pipe coupling manufacturer. Gaskets shall be designed for the coupling and appropriately sized to provide a watertight seal at the design pressure and temperature. Gaskets, bolts, nuts, glands, end rings, and hardware for pipe couplings shall be shipped with the pipe coupling and shall be clearly labeled indicating the origin of the material, including place and date of manufacture. Manufacturer's printed installation instructions shall be packaged with each pipe coupling.

B. Steel Flexible Pipe Couplings

1. Steel couplings shall have center sleeves and end rings made of carbon Type 304 stainless steel conforming to AWWA C219, Section 4. Minimum center sleeve length shall be 5 inches for pipe sizes 3/4 inch through 4-1/2 inches, 7 inches for pipe sizes 5 inches through 24 inches, and 10 inches for pipe sizes larger than 24 inches.

2. Sleeve bolts shall be ASTM A307 Grade A per AWWA C219, Section 4.

3. Steel end rings shall be cast, forged, or hot rolled in one piece. Do not use rings fabricated from two or more shapes.

4. Wall thickness of sleeve shall be at least that specified for the size of pipe in which the coupling is to be used.

C. Ductile-Iron Flexible Pipe Couplings

1. Couplings shall have center sleeves and end rings made of ductile iron conforming to AWWA C219, Section 4.

2. Sleeve bolts ASTM A307 Grade A per AWWA C219, Section 4.

D. Flexible Pipe Couplings for Plain-End Steel Pipe

Couplings shall be steel, Dresser Style 38, Smith-Blair Type 411, Romac Style 501, or equal.

E. Flexible Pipe Couplings for Plain-End Ductile-Iron Pipe

1. Couplings for pipe 12 inches and smaller shall be cast iron, Dresser Style 153, Smith-Blair Type 441, Romac Style 501, or equal.

2. Couplings for pipe larger than 12 inches shall be cast iron or steel, Dresser Style 38 or 153, Smith-Blair Style 411, Romac Style 501, or equal.

F. Restrained Pipe Couplings for Plain-End Ductile-Iron and PVC Pipe

Couplings shall be a ductile iron mechanical joint solid sleeve by Tyler Union or approved equal with restrained joints per Section 15240.

G. Transition Couplings

Couplings for connecting different pipes having different outside diameters shall be steel: Dresser Style 62 or 162, Smith-Blair Series 413, Romac Style 501, or equal. Couplings shall have an internal full circumference ring pipe stop at the midpoint of the coupling. ID of coupling pipe stop shall equal ID of smaller diameter pipe.

H. Flanged Coupling Adapters for Steel Pipe

Adapters for steel pipe shall be steel: Dresser Style 128, Smith-Blair Type 913, or equal. Flange ends shall match the flange of the connecting pipe; see detail piping specifications.

I. Flanged Coupling Adapters for Cast- and Ductile-Iron Pipe

1. Adapters for cast- and ductile-iron pipe 12 inches and smaller shall be cast iron: Dresser Style 127, Smith-Blair Series 912, or equal.

2. Adapters for cast- and ductile-iron pipe larger than 12 inches shall be steel: Dresser Style 128, Smith-Blair Type 913, or equal.

3. Flange ends shall match the flange of the connecting pipe; see detail piping specifications.

PART 3 - EXECUTION

A. Installation of Flexible Pipe Couplings

1. Clean oil, scale, rust, and dirt from pipe ends. Clean gaskets in flexible pipe couplings before installing.

2. Lubricate bolt threads with graphite and oil prior to installation.

B. Painting and Coating

1. Coat buried flexible pipe couplings (including joint harness assemblies), transition couplings, segmented sleeve couplings, and flanged coupling adapters per Section 09900, System No. 21. Coat buried bolt threads, tie bolt threads, and nuts per Section 09900, System No. 24. Then wrap the couplings with cold-applied wax tape per Section 09952 and with polyethylene wrap per Section 09954.

2. Line flexible pipe couplings and segmented sleeve couplings with epoxy per Section 09900, System No. 7.

C. Hydrostatic Testing

Hydrostatically test flexible pipe couplings, expansion joints, segmented sleeve couplings, and expansion compensators in place with the pipe being tested. Test in accordance with Section 15144.

END OF SECTION

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SECTION 15123 CORPORATION STOPS AND SERVICE SADDLES

PART 1 - GENERAL

A. Description

This section includes materials and installation of service saddles and corporation stops. Note that per California Senate Bill AB 1953, all service brass (except service saddles) installed in any public water system starting January 1, 2010 shall contain no more than 0.25% lead by weight.

B. Related Work Specified Elsewhere

1. Painting and Coating: 09900.

2. Pressure Testing of Piping: 15144.

3. AWWA C800

C. Submittals

1. Submit shop drawings in accordance with the Special Conditions.

2. Submit manufacturer's catalog data and descriptive literature showing dimensions and materials of construction by ASTM reference and grade. Show coatings.

PART 2 - MATERIALS

A. Corporation Stops

Corporation stops shall be bronze (ASTM B 62). All corporation stops shall be manufactured and tested in accordance with AWWA C800, latest revision.

Corporation stops shall be Jones J-1937, or approved equal, for 3/4" up to 2”.

B. Service Saddles for Ductile-Iron, and PVC (AWWA C900 and C909) Pipe

1. Type 1 service saddles shall be of the double-strap type. Bodies shall be malleable iron (ASTM A 47 or A 197). Straps shall be forged steel (ASTM A 105, A 181, or A 182). Tap sizes on the outlet shall be 3/4 inch through 2 inches to accommodate the connecting piping or corporation stops. Service saddles shall be Dresser Style 91, Rockwell Type 313, or equal.

2. Type 2 service saddles shall be of the double-strap type. Straps and bodies shall be bronze or silicon bronze. Tap sizes on the outlet shall be 3/4 inch through 2 inches

to accommodate the connecting piping or corporation stops. Service saddles shall be James Jones J-979 (for ductile-iron and AC pipe), J-969 (for PVC pipe), Mueller, or equal.

3. Use Type 2 saddles unless plans direct otherwise.

C. Service Saddles for Schedule 40 and 80 PVC Pipe

Service saddles shall be malleable iron (ASTM A 47 or A 197) or bronze (ASTM B 61 or B 62), using interlocking lugs and a single bolt to hold the saddle in place. Tap sizes on the outlet shall be 3/4 inch or 1 inch to accommodate the connecting piping or corporation stops. Service saddles shall be Dresser Style 194, Rockwell Models 395 or 397, or equal.

D. Service Saddles With Grooved-End Outlet for Steel Pipe

Service saddles with grooved-end outlets for use on steel pipe having outside diameters conforming to ANSI B36.10 shall have malleable iron (ASTM A 47 or A 197) or ductile-iron (ASTM A 536) bodies. Gasket shall conform to ASTM D 2000. Bolts shall conform ASTM A 193, Grade B8, Class 2. Provide a locating collar in the upper housing to engage the tapped outlet hole in the pipe and provide a rigid, nonrotating position. Working pressure shall be at least 300 psi. Outlets shall be grooved end, conforming to AWWA C606, Table 3. Service saddles shall be Victaulic Style 920 or equal.

PART 3 - EXECUTION

A. Installation of Service Saddles

Install service saddles with the gaskets seated on the pipe so that zero leakage is obtained. Tighten bolts to the torque recommended by the manufacturer.

B. Painting and Coating of Service Saddles

1. Coat service saddles located above ground or in vaults and structures the same as the piping to which they are attached. Apply prime coat at factory. Color of finish coat shall match the color of the pipe to which the service saddle is connected.

END OF SECTION

SECTION 15141 DISINFECTION OF PIPING

PART 1 - GENERAL

1.01 DESCRIPTION

This section describes requirements for disinfection by chlorination of potable and recycled water mains, services, pipe appurtenances and connections.

1.02 REFERENCED STANDARDS

The publications listed below form part of this specification to the extent referenced and are referred to in the text by the basic designation only. Reference shall be made to the latest edition of said standards unless otherwise called for.

AWWA B300 - Standard for Hypochlorites
AWWA B301 - Standard for Liquid Chlorine
AWWA C651 - Disinfecting Water Mains

1.03 RELATED WORK SPECIFIED ELSEWHERE

AWWA Standard Methods for the Examination of Water and Waste Water
WAS Standard Specifications 15000, 15044, 15056, 15057, 15061, and 15064

1.04 SERVICE APPLICATION

A. All water mains and appurtenances taken out of service for inspection, repairs, or other activity that might lead to contamination shall be disinfected before they are returned to service.

B. All new water mains and temporary pipelines shall be disinfected prior to connection to the City of Redlands existing system.

C. All components incorporated into a connection to the City of Redlands existing system shall be disinfected prior to installation.

1.05 SUBMITTALS

A written disinfection and dechlorination plan, including all methods and equipment to be used, shall be signed by the person responsible for performing the work and shall be submitted to the City for approval prior to starting disinfection operations.

1.06 DELIVERY, STORAGE AND HANDLING

Chlorination and dechlorination shall be performed by competent individuals knowledgeable and experienced in the operation of the necessary application and safety equipment in accordance with applicable Federal, State and Local laws and regulations. The transport, storage and handling of these materials shall be performed in accordance with Code of Federal Regulations (CFR) 1910.120 Hazardous Waste Operations and Emergency Response, CFR 49.172 Hazardous Materials Regulations, and the General Industry Safety Orders of the California Code of Regulations, Title 8, Section 5194.

1.07 CONCURRENT DISINFECTION AND HYDROSTATIC TESTING

The specified disinfection of the pipelines may not be performed concurrently with the hydrostatic testing in accordance with Section 15144.

1.08 CONNECTION TO EXISTING MAINS

Prior to connection to existing mains, disinfection and bacteriological testing shall be performed in accordance with this specification.

City of Redlands authorization for connection to the existing system shall be given only on the basis of acceptable hydrostatic, disinfection and bacteriological test results.

PART 2 - MATERIALS

2.01 LIQUID CHLORINE (GAS)

A. Liquid chlorine contains 100-percent available chlorine and is packaged in steel containers in net weights of 68.1kg (150 lb.) or 907.2kg (1 ton).

B. Liquid chlorine shall be used with appropriate gas flow chlorinators, heaters, and injectors to provide a controlled, high-concentration solution feed to the water. The chlorinators and injectors shall be the vacuum-operated type.

2.02 SODIUM HYPOCHLORITE (LIQUID)

Sodium hypochlorite is available in liquid form in glass or plastic containers, ranging in size from 0.95 L (1 Qt.) to 18.93 L (5 Gal). The solution contains approximately 10% to 15% available chlorine.

2.03 TABLET OR GRANULAR HYPOCHLORITE

Tablet or granular hypochlorite shall not be used at any time.

PART 3 - EXECUTION

3.01 GENERAL

A. Any planned disinfection activities for a given week may not occur past 12:00 PM on Thursday unless otherwise authorized by the City representative. The City may adjust this requirement for holidays or special conditions as needed.

B. Disinfection of pipelines shall not proceed until all appurtenances and any necessary sample ports have been installed and the City of Redlands Water Quality Control Officer provides authorization.

C. Every effort shall be made to keep the water main and its appurtenances clean and dry during the installation process.

D. All piping, valves, fittings, and appurtenances which become contaminated during installation shall be cleaned, rinsed with potable water, and then sprayed or swabbed with a 5 percent sodium hypochlorite disinfecting solution prior to installation.

E. Water mains under construction that become flooded by storm water, runoff, or ground water shall be cleaned by draining and flushing with metered potable water until clear water is evident. Upon completion, the entire main shall be disinfected using a method approved by the City of Redlands Water Quality Control Officer.

F. City of Redlands Water Quality Control Officer shall be present at the time of disinfection and must be given at least 48 hours notice of the activity.

3.02 METHODS

A. Liquid Chorine (Gas)

1. Only vacuum-operated equipment shall be used. Direct-feed chlorinators, which operate solely from gas pressure in the chlorine cylinder, shall not be permitted. The equipment shall incorporate a backflow prevention device at the point of connection to the potable water source used to fill the line being tested.

2. The chlorinating agent shall be applied at the beginning of the system to be chlorinated and shall be injected through a corporation stop, a hydrant, or other approved connection to ensure treatment of the entire system being disinfected.

3. Only a certified, licensed chlorination and testing contractor shall perform gas chlorination work. The chlorination contractor must also possess a Grade II Treatment Plant Operator Certification from the State of California if required by The City of Redlands Engineer.

B. Sodium Hypochlorite Solution (Liquid)

1. Sodium hypochlorite solution shall be used for cleaning and swabbing piping and appurtenances immediately prior to installation and for disinfecting all components of connections to the City of Redlands existing system.

2. Sodium hypochlorite solution may be used for the initial disinfection of newly installed water mains. The solution shall be applied at a terminus of the system to be chlorinated using an injector which can adjust the amount of solution being injected into the piping system. The solution shall be injected in the appropriate concentration to achieve the specified concentration range of chlorine throughout the entire piping system. Where pumping equipment is used in conjunction with an injector, an integral backflow prevention device shall be installed and connected to the potable water supply.

3. Water trucks, pumping equipment, piping, appurtenances and all other disinfection equipment in contact with potable water shall be disinfected prior to use.

4. Sodium hypochlorite solution may also be used to increase the total chlorine residual if the concentration from the initial chlorination of the system is found to be low.

5. The solution shall be added to the system in sufficient amounts at appropriate locations to insure that the disinfecting solution is present at a concentration within the specified range throughout the piping system.

3.03 PROCEDURE FOR DISINFECTING WATER MAINS AND APPURTENANCES

A. The pipeline shall be filled at a rate not to exceed 1,135 liters per minute (300 GPM) or a velocity of 0.3m per second (1 foot per second), whichever is less.

B. Disinfection shall result in an initial total chlorine concentration of 100-mg/l. Not to exceed 110-mg/l or less than 90-mg/l. This concentration shall be evenly distributed throughout the system to be disinfected.

C. All valves shall be operated with the disinfection solution present in the pipeline. All appurtenances such as air-vacuum relief valves, blowoffs, hydrants, backflow prevention devices, and water service laterals shall be flushed with the treated water a sufficient length of time to insure a chlorine concentration within the specified range in all components of each appurtenance. (Note the limitations for discharge of chlorinated water outlined below.)

D. The City of Redlands Water Quality Control Officer will verify the presence of the disinfection solution throughout the system by sampling and testing for acceptable chlorine concentrations at the various appurtenances and/or at the test ports provided by the Contractor. <u>Areas of the system found to be below the specified chlorine concentration level shall receive additional flushing as noted above and/or additional disinfection solution as necessary</u>. (Note the limitations for discharge of chlorinated water outlined below.) Addition of disinfection solution after the initial charging of the line shall be made by either the liquid chlorine (gas) method, or the sodium hypochlorite method as directed by the City of Redlands Water Quality Control Officer.

E. The chlorinated water shall be retained in the system for a minimum of 24 hours, except when disinfecting steel cement mortar lined and coated pipelines, which require a retention time of 4 hours.

F. The City of Redlands Water Quality Control Officer will test the total chlorine residual. The system shall contain a total chlorine residual of not less than 80% of the initial total chlorine residual before the soaking period began. If the total chlorine residual has decreased more than 20%, the system shall be flushed in accordance with the procedure detailed herein, and shall be re-disinfected.

G. Following a successful retention period as determined by the City of Redlands Water Quality Control Officer, the chlorinated water shall be flushed from the system at its extremities and at each appurtenance, using potable water from a source designated by the City of Redlands Water Quality Control Officer.

The minimum water velocity during flushing shall be 0.9 meters per second (3 feet per second) or as directed by the City of Redlands Water Quality Control Officer. Flushing shall continue until the replacement water in the new system is equal in chlorine residual to the potable source of supply and the turbidity level is 0.5 NTU's or less as verified by the City of Redlands. (Note the limitations for discharge of chlorinated water outlined below.)

H. The City of Redlands Water Quality Control Officer will perform bacteriological sampling and testing as specified herein.

3.04 DISCHARGE OF CHLORINATED WATER

A. Indiscriminate onsite disposal or discharge to sewer systems, storm drains, drainage courses or surface waters is prohibited. It shall be the responsibility of the Contractor to file a Notice of Intent and obtain a General Waste Discharge Requirement Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters, Storm Drains or Other Conveyance Systems, for any discharge. The Contractor shall be solely responsible including any monitoring and reporting as required. The Contractor shall comply with all requirements of the State Water Resources Control Board and the San Bernardino County Regional Water Quality Control Board. The Contractor shall provide copies of all reports and monitoring information including time and place of discharge to the City of Redlands.

Failure to comply with these provisions is a violation of federal and state law.
The Contractor hereby agrees to indemnify and hold harmless the City of Redlands, its Counsel members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City of Redlands, its counsel members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance arising out of or in connection with the Project.

B. The environment to which the chlorinated water is to be discharged shall be examined by the Developer and the City of Redlands Inspector. Where necessary, federal, state and local

regulatory agencies should be contacted to determine special provisions for the disposal of chlorinated water. Chlorinated water cannot be discharged into any storm drain.

C. Chlorine neutralization is required in all locations a reducing agent shall be applied to the water as it exits the piping system. The Developer shall monitor the chlorine residual at piping effluent during the discharge operations.

The various methods of dechlorination available can remove residual chlorine to concentrations below standard analytical methods of detection, 0. 1 mg/l, with a neutral pH, which will assure compliance with the effluent limit. The Contractor will perform all necessary tests to ensure that the total residual chlorine effluent limitations are met and signed certified copies of all test results are submitted to the City of Redlands.

D. In locations where no hazard to the environment is evident based on the joint examination described above, the chlorinated water may be broadcast for dust control on the surface of the immediate site. Care shall be exercised in broadcasting the water to prevent runoff.

3.05 BACTERIOLOGICAL TESTING

The City of Redlands will perform bacteriological sampling and testing of all new system installations. The testing methodology employed by the City of Redlands shall be as set forth in "Standard Methods for the Examination of Water and Waste Water" (current edition). Testing requirements are as set forth in the California Domestic Water Quality and Monitoring Regulations and commensurate with current requirements for surface water testing. The City of Redlands will analyze the samples for the presence of coliform bacteria and heterotrophic-type bacteria (heterotrophic plate count). The evaluation criteria employed by the City of Redlands for a passing test sample is as follows:

A. Coliform: Absent sample, or

B. Heterotrophic plate count (HPC): 500 colony forming units/ml or less.
(The requirement for HPC testing may be waived at the sole discretion of the Water Quality Control Officer)

3.06 REDISINFECTION

If the initial disinfection fails to produce satisfactory bacteriological test results, the pipeline system shall be re-flushed and re-sampled. If the second set of samples does not produce satisfactory results, the pipeline system shall be re-chlorinated, flushed, and re-sampled. The chlorination, flushing, and sampling procedure shall continue until satisfactory results are obtained. Redisinfection and retesting shall be at the Contractor's expense.

3.07 DISINFECTING TIE-INS AND CONNECTIONS

Pipes, fittings, valves and all other components incorporated into connections with the City of Redlands existing system shall be spray disinfected or swabbed with a liquid chlorine solution in accordance with AWWA C651 and as specified herein. Upon connection to the main, the line shall be flushed as directed by the City of Redlands Water Quality Control Officer. Disinfection by this method is generally limited to assemblies of 6m (20') or less in length. Alternate methods such as "predisinfection" prior to installation in accordance with AWWA C651 may be required at the discretion of the City of Redlands Water Quality Control Officer.

END OF SECTION

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SECTION 15144 PRESSURE TESTING OF PIPING

PART 1 - GENERAL

A. Description

This section specifies the hydrostatic, and leakage testing of pressure piping for water distribution and transmission mains.

B. Related Work Specified Elsewhere

1. Disinfection of Piping: 15141.

C. Submittals

1. Submit shop drawings in accordance with the General Requirements.

2. Submit test bulkhead locations and design calculations, pipe attachment details, and methods to prevent excessive pipe wall stresses.

3. Submit five copies of the test records to the Owner's Representative upon completion of the testing.

D. Test Pressures

Test pressures for the various services and types of piping are shown in Subsection 3.K.

E. Testing Records

Provide records of each piping installation during the testing. These records shall include:

1. Date and times of test.

2. Identification of pipeline, or pipeline section tested or retested.

3. Identification of pipeline material.

4. Identification of pipe specification.

5. Test fluid.

6. Test pressure at low point in pipeline, or pipeline section.

7. Remarks: Leaks identified (type and location), types of repairs, or corrections made.

8. Certification by Contractor that the leakage rate measured conformed to the specifications.

PART 2 - MATERIALS

A. Manual Air-Release Valves for Buried Piping

Provide temporary manual air-release valves at test bulkheads for pipeline test. Construct the pipe outlet in the same manner as for a permanent air valve and after use, seal with a blind flange, pipe cap, or plug and coat the same as the adjacent pipe.

B. Test Bulkheads

Design and fabricate test bulkheads per Section VIII of the ASME Boiler and Pressure Vessel Code. Materials shall comply with Part UCS of said code. Design pressure shall be at least 2.0 times the specified test pressure for the section of pipe containing the bulkhead. Limit stresses to 70% of yield strength of the bulkhead material at the bulkhead design pressure. Include air-release and water drainage connections.

C. Testing Fluid

1. Testing fluid shall be water.

2. For potable water pipelines, obtain and use only potable water for hydrostatic testing.

3. Submit request for use of water from waterlines of Owner 48 hours in advance.

4. The Contractor may obtain the water from the Owner. See the General Conditions, Section 7-8.5 for more information.

D. Testing Equipment

Provide calibrated pressure gauges, pipes, bulkheads, pumps, chart recorder, and meters to perform the hydrostatic testing.

PART 3 - EXECUTION

A. Testing Preparation

1. Pipes shall be in place, backfilled, and anchored before commencing pressure testing.

2. For buried piping, the pipe may be partially backfilled and the joints left exposed for inspection during an initial leakage test. Perform the final pressure test, however, after completely backfilling and compacting the trench.

3. Provide any temporary piping needed to carry the test fluid to the piping that is to be tested. After the test has been completed and demonstrated to comply with the

specifications, disconnect and remove temporary piping. Do not remove exposed vent and drain valves at the high and low points in the tested piping; remove any temporary buried valves and cap the associated outlets. Plug taps or connections to the existing piping from which the test fluid was obtained.

4. Provide temporary drain lines needed to carry testing fluid away from the pipe being tested. Remove such temporary drain lines after completing the pressure testing. Drain the pipes after they have been tested.

5. Prior to starting the test, the Contractor shall notify the Owner's Representative.

6. All appurtenances must be installed on the pipeline prior to pressure testing, service laterals shall be tested to the angle meter stop.

B. Cleaning

1. Before conducting hydrostatic tests, flush pipes with water to remove dirt and debris. Maintain a flushing velocity of at least 3 fps for water testing. Flush pipes for time period as given by the formula

$$T = \frac{2L}{3}$$

in which:

T = flushing time (seconds)

L = pipe length (feet).

C. Testing and Disinfection Sequence for Potable Water Piping

1. Perform required disinfection after hydrostatic testing, except when pipeline being tested is connected to a potable waterline.

2. Locate and install test bulkheads, valves, connections to existing pipelines, and other appurtenances in a manner to provide an air gap separation between existing potable water pipelines and the pipeline being tested. Disinfect water and pipeline being tested before hydrostatic testing when connected to a potable waterline.

D. Length of Test Section for Buried Piping

The maximum length of test section for buried pipe of 12 inches or smaller in diameter is 3,500 feet; for buried pipe larger than 12 inches, 1 mile. Provide intermediate test bulkheads where the pipeline length exceeds these limits.

E. Initial Pipeline Filling for Hydrostatic Testing

Maximum rate of filling shall not cause water velocity in pipeline to exceed 1 fps. Filling may be facilitated by removing automatic air valves and releasing air manually.

F. Testing New Pipe Which Connects to Existing Pipe

Prior to testing new pipelines which are to be connected to existing pipelines, isolate the new line from the existing line by means of test bulkheads, spectacle flanges, or blind flanges. After the new line has been successfully tested, remove test bulkheads or flanges and connect to the existing piping.

All bulkheads, flanges and the extents of testing shall be included in the Connection Submittal as described in Section 01110 of the General Requirements.

G. Hydrostatic Testing of Aboveground or Exposed Piping

1. Open vents at high points of the piping system to purge air while the pipe is being filled with water. Venting during system filling may also be provided by temporarily loosening flanges.

2. Subject the piping system to the test pressure indicated. Maintain the test pressure for a minimum of two (2) hours or for as long as required for proper inspection of the joint. Examine joints, fittings, valves, and connections for leaks. The piping system shall show zero leakage or weeping. Correct leaks and retest until zero leakage is obtained.

H. Hydrostatic Testing of Buried Piping

1. Where any section of the piping contains concrete thrust blocks or encasement, do not make the pressure test until at least 10 days after the concrete has been placed. When testing mortar-lined or PVC piping, fill the pipe to be tested with water and allow it to soak for at least 24 hours to absorb water before conducting the pressure test.

2. Apply and maintain the test pressure by means of a positive displacement hydraulic force pump.

3. Maintain the test pressure for not less than two (2) hours, and for as much longer as necessary for proper inspection of the joint, by restoring it whenever it drops an amount of 5 psi.

4. After the test pressure is reached, use a meter to measure the additional water added to maintain the pressure. This amount of water is the loss due to leakage in the piping system. The allowable leakage volume is defined by the formula:

$$L = \frac{HND(P)^{1/2}}{C}$$

in which:

L = allowable leakage (gallons)
H = specified test period (hours)
N = number of rubber-gasketed joints in the pipe tested
D = diameter of the pipe (inches)
P = specified test pressure (psig)
C = 7,400

5. The allowable leakage for buried piping having threaded, brazed, or welded (including solvent welded) joints shall be zero.

6. Repair and retest any pipes showing leakage rates greater than that allowed in the above criteria.

I. Repetition of Test

If the actual leakage exceeds the allowable, locate and correct the faulty work and repeat the test. Restore the work and all damage resulting from the leak and its repair. Eliminate visible leakage.

J. Bulkhead and Test Facility Removal

After a satisfactory test, remove the testing fluid, remove test bulkheads and other test facilities, and restore the pipe coatings.

K. Test Pressure

1. Testing pressure (psig) shall be 225 or as specified on the drawings.

END OF SECTION

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SECTION 15240 DUCTILE-IRON PIPE

PART 1 - GENERAL

A. Description

This section describes materials, testing, and installation of ductile-iron pipe and fittings 30 inches and smaller.

B. Related Work Specified Elsewhere

1. Trenching, Backfilling, and Compacting: SSPWC Sections 200, 300, and 306
2. Painting and Coating: 09900.
3. General Piping Requirements: 15050.
4. Flexible Pipe Couplings and Expansion Joints: 15122.
5. Corporation Stops and Service Saddles: 15123.
6. Disinfection of Piping and Structures: 15141.
7. Pressure Testing of Piping: 15144.

C. Submittals

1. Submit shop drawings in accordance with the Special Conditions.
2. Provide an affidavit of compliance with standards referenced in this specification, e.g., AWWA C151. Submit copy of report of pressure tests for qualifying the designs of all sizes and types of AWWA C153 fittings that are being used in the project. The pressure test shall demonstrate that the minimum safety factor described in AWWA C153, Section 5.5 is met.
3. Provide the following information:
   a. Mortar lining thickness.
   b. Wall thickness.
   c. Show deflections at push-on and mechanical joints.
   d. Submit joint and fitting details and manufacturer's data sheets.
4. Submit calculations and test data proving that the proposed restrained joint arrangement can transmit the required forces with a minimum safety factor of 1.5.

5. Submit certificate that cement for mortar lining complies with ASTM C 150, designating type.

6. Submit test report on physical properties of rubber compound used in the gaskets.

7. Submit drawing or manufacturer's data sheet showing flange facing, including design of facing serrations.

D. Measurement and Payment

See Section 01200.

PART 2 - MATERIALS

A. Pipe

Pipe shall be cast ductile (nodular) iron, conforming to AWWA C151. Provide pipe in nominal 18- or 20-foot laying lengths.

B. Pipe Marking

Plainly mark each length of straight pipe and each fitting at the bell end to identify the design pressure class, the ductile-iron wall thickness, and the date of manufacture. Mark the spigot end of restrained joint pipe to show clearly the required depth of insertion into the bell.

C. Design Criteria

1. Obtain the following information from the contract documents:

   a. Elevation of the pipe invert and of the completed ground.

   b. Alignment of the pipeline.

   c. Field test hydraulic gradient elevation (HGL).

   d. Nominal internal diameter, ID.

   e. Design internal pressure class.

   f. Joint types(s).

D. Pipe Wall Thickness

1. Minimum wall thicknesses for pipe having grooved-end joints shall be as shown in the following table:

Pipe and Fitting Sizes (inches)	Wall Thickness*
16 and smaller	Special Class 53
18	Special Class 54
20	Special Class 55
24 to 36	Special Class 56
*Special Class and Pressure Class per AWWA C151.	

2. Minimum wall thickness for pipe having push-on or mechanical joints, restrained joints, plain ends, or cast flange ends shall be Class 150, unless otherwise shown in the drawings.

3. Minimum wall thickness for pipe having threaded flanges shall be Special Class 53.

4. Minimum pipe wall thickness required for corporation stops and tapped outlets shall be in accordance with Table A.1 of AWWA C151 for three full threads for design pressures up to 250 psi and four full threads for design pressures over 250 to 350 psi.

E. Fittings

1. Fittings 48 inches and smaller shall conform to AWWA C110 with a minimum pressure rating of 250 psi. Material shall be ductile iron. Flanges shall be flat faced.

2. Mechanical joint fittings conforming to AWWA C153 may be used in lieu of AWWA C110 fittings.

3. Grooved-end fittings shall conform to AWWA C110 with grooved ends conforming to AWWA C606, radius cut rigid joints. Fitting material shall conform to ASTM A 48, Class 30; ASTM A 126, Class B; or ASTM A 536, Grade 65-42-10. Wall thickness of ductile-iron (ASTM A 536) fittings shall conform to AWWA C110 or C153; wall thickness of cast-iron fittings shall conform to AWWA C110. Fittings and couplings shall be furnished by the same manufacturer.

4. Material for fittings with welded-on bosses shall have a Charpy notch impact value of minimum 10 ft-lbs under the conditions defined in AWWA C151. Test completed welds by the liquid penetrant method per ASTM E 165.

F. Flanges

1. Flanges shall be solid back, Class 125 per AWWA C115. Flanges on pipe shall be either cast or threaded. Material shall be ductile iron.

2. Flanged pipe and fittings shall be shop fabricated, not field fabricated. Threaded flanges shall comply with AWWA C115. Flanges shall be individually fitted and machine tightened in the shop, then machined flat and perpendicular to the pipe

barrel. Flanges shall be backfaced parallel to the face of flange. Prior to assembly of the flange onto the pipe, apply a thread compound to the threads to provide a leak-free connection. There shall be zero leakage through the threads at a hydrostatic test pressure of 250 psi without the use of the gasket.

G. Pipe Lining--Cement Mortar

1. Line pipe interior and fittings with cement-mortar per AWWA C104. Lining thickness shall be the single thickness listed in AWWA C104, Section 4.7. Lining material shall conform to ASTM C 150, Type II.

2. Line blind flanges per Section 09900, System No. 7.

3. Loose areas of cement-mortar lining are not acceptable. Remove and reconstruct lining in areas where quality is defective, such as sand pockets, voids over sanded areas, blisters, drummy areas, cracked areas, and thin spots. Longitudinal cracks in excess of 1/32 inch in width or where crack extends to metal shall be repaired. Repair all cracks larger than 1/16 inch per AWWA C104.

H. Grooved-End Couplings

1. Grooved-end pipe couplings shall be ductile iron, ASTM A 536 (Grade 65-45-12). Gaskets shall be halogenated butyl rubber or EPDM and shall conform to ASTM D 2000.

2. Bolts in exposed service shall conform to ASTM A 193, Grade B8, Class 2. Bolts in buried or submerged service shall be ASTM A 193, Grade B8, Class 2.

3. Couplings for pipe 24 inches and smaller shall conform to AWWA C606 for flexible radius ductile-iron pipe, except where rigid radius couplings are required to connect to fittings. Couplings for pipe sizes 30 and 36 inches shall be in accordance with the coupling manufacturer's published literature for tolerances and dimensions for flexible and rigid radius cut joints. Couplings shall be Victaulic Style 31, Gustin-Bacon No. 500, or equal.

4. Couplings for pipe larger than 36 inches shall conform to AWWA C606 for shouldered end pipe. Couplings shall be Victaulic Style 44 or equal.

5. Grooved-end adapter flanges for piping 24 inches and smaller having an operating pressure of 150 psi and less shall be Victaulic Style 341 or 342 or equal. Flange dimensions shall conform to ANSI B16.1, Class 125.

6. Grooved-end transition couplings for connecting ductile-iron pipe 12 inches and smaller to steel pipe shall be Victaulic Style 307 or equal.

I. Gaskets for Flanges

See Section 15050.

J. Gaskets for Mechanical, Push-On, and Restrained Joints

Synthetic rubber in accordance with AWWA C111.

K. Bolts and Nuts for Flanges

See Section 15050.

L. Outlets and Nozzles

1. Provide outlets 2 inches and smaller by tapping the pipe and attaching a service clamp as specified in Section 15123 or use a threaded welded-on boss. Use Type 2 clamps for exposed piping. Use Type 2 clamps for buried and submerged piping.

2. For outlets larger than 2 inches, use a tee with a flanged outlet.

M. Joints

1. Joints in aboveground or submerged piping or piping located in vaults and structures shall be grooved end or flanged.

2. Joints in buried piping shall be of the push-on type per AWWA C111 except where flanged joints are required to connect to valves, meters, and other equipment. Provide unrestrained buried joints except where restrained joints are specifically shown in the drawings.

3. Restrained joints for piping 6 inches and larger shall be American Cast Iron Pipe "Lok-Ring" or "Flex-Ring," U.S. Pipe "TR-Flex," or equal. Field Lok 350 Gasket or approved equal and mechanical joint restraints as called out in Section 15240 Part 2.N may be used in lieu of restrained pipe joints.

4. Where thrust restraint is called for in the drawings, provide pipe with restrained joints capable of transmitting 1.5 times the thrust, as calculated by the following equation:

$$T = 1.5 * (0.785 * P * D^2)$$

where:

P = Pressure class of pipe in psi.
D = Outside diameter of pipe in inches.
T = Thrust in pounds.

N. Mechanical Joint Restraint System Using Follower Ring and Wedges

The restraining mechanism shall consist of a follower gland having a seal gasket and individually actuated wedges that increase their resistance to pullout as pressure or external forces increase. The system manufacturer shall provide all the components (follower ring, wedges, and gaskets) for the restraining device. The device shall be

capable of full mechanical joint deflection during assembly, and the flexibility of the joint shall be maintained after burial. The joint restraint ring and its wedging components shall be constructed of ductile iron conforming to ASTM A 536, Grade 60-42-10. The wedges shall be ductile iron, heat-treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with mechanical joint bells conforming to AWWA C111 and AWWA C153. The design shall use torque limiting twist-off nuts to provide actuation of the restraining wedges. The mechanical joint restraint shall be available in the size range of 3 through 48 inches. Minimum rated pressure shall be 350 psi for sizes 16 inches and smaller and 250 psi in sizes 18 inches and larger. Products: Megalug Series 1100 as manufactured by EBAA Iron, Inc., or equal.

O. Ductile-Iron Pipe Weldments

1. All welding to ductile-iron pipe, such as for bosses and joint restraint shall be done at the place of manufacture of the pipe. Perform welding by skilled welders experienced in the method and materials to be used.

PART 3 - EXECUTION

A. Delivery, Unloading, and Temporary Storage of Pipe at Site

1. Use unloading and installation procedures that avoid cracking of the lining.

2. Deliver the pipe alongside the pipe laying access road over which the pipe trailer-tractors can travel under their own power. Place the pipe in the order in which it is to be installed and secure it from rolling.

3. Do not move pipe by inserting any devices or pieces of equipment into the pipe barrel. Field repair linings damaged by unloading or installation procedures.

B. Sanitation of Pipe Interior

1. During laying operations, do not place tools, clothing, or other materials in the pipe.

2. When pipelaying is not in progress, close the ends of the installed pipe by a child- and vermin-proof plug.

C. Installing Flanged Pipe and Fittings

Install in accordance with SSPWC Section 306 and as follows. Cut the bore of the gaskets such that the gaskets do not protrude into the pipe when the flange bolts are tightened.

D. Installing Grooved-End Pipe and Fittings

See Section 15050.

E. Installing Buried Piping

1. Install in accordance with Section 02223 and as follows.

2. When installing piping in trenches, do not deviate more than 1 inch from line or 1/4 inch from grade. Measure for grade at the pipe invert.

3. Provide thrust blocks at fittings per Drawings.

4. Assemble restrained joints per manufacturer's instructions.

F. Joint Deflections for Buried Pipe

1. Do not exceed the following deflection angles for unrestrained buried pipe joints:

Pipe Size (inches)	**Maximum Deflection (degrees)**	
	Push-On Joint	**Mechanical Joint**
4	4	6-1/2
6	4	5-1/2
8	4	4
10	4	4
12	4	4
14	4	3
16	4	3
18	4	2-1/2
20	4	2-1/2
24	4	2
30	4	N/A

2. For restrained joints, do not exceed 80% of the manufacturer's recommended maximum deflections.

3. Small angular changes (less than 7 degrees) in horizontal alignment defined in the drawings by a point of inflection (PI) with no accompanying curve data shall be approximated as a curve by deflecting by equal amounts equal length pipe segments to create a curve equally distributed on both sides of the given PI. Accomplish a larger (greater than or equal to 7 degrees) change in horizontal alignment where a curve is not called for in the drawings through the use of an elbow placed at the station of the PI shown in the drawings. Provide thrust restraint as required in the drawings.

4. Small angular changes (less than 5 degrees) in vertical alignment may be accomplished by the use of pulled joints. For larger vertical deflections, place an elbow at the station and elevation of the vertical PI shown in the drawings. Provide thrust restraint as required in the drawings.

5. Assemble joints in accordance with AWWA C600 and the manufacturer's recommendations.

G. Installing Aboveground or Exposed Piping

See Section 15050.

H. Painting and Coating

1. Provide asphaltic coating on buried pipe per AWWA C151.

I. Polyethylene Encasement of Buried Pipe and Fittings

Not used.

J. Hydrostatic Testing

Test pressures are shown in Section 15144. Test in accordance with Section 15144.

END OF SECTION

SECTION 15250 CEMENT-MORTAR LINED & COATED STEEL PIPE AND SPECIALS

PART 1 - GENERAL

1.01 DESCRIPTION

This section includes materials, design, fabrication, and installation of cement-mortar lined and coated steel pipe and specials.

1.02 REFERENCE STANDARDS

The publications listed below form part of this specification to the extent referenced and are referred to in the text by the basic designation only. Reference shall be made to the latest edition of said standards unless otherwise called for.

AWWA C200 Steel Water Pipe - 150 mm (6 inch) and Larger

AWWA C205 Cement-Mortar Lining and Coating for Steel Water Pipe 100 mm (4") and larger Shop Applied

AWWA C206 Field Welding of Steel Water Pipe

AWWA C207 Steel Pipe Flanges For Waterworks Service 100 mm (4") and larger

AWWA C208 Dimensions for Fabricated Steel Pipe Fittings

AWWA C217 Cold-applied Petroleum Tape Coatings

AWWA C606 Grooved and Shouldered Joints

AWWA M11 Steel Pipe-Guide for Design and Installation

ASTM A47/A47M Standard Specification for Ferritic Malleable Iron Castings

ASTM A36/A36M Standard Specification for Carbon Structural Steel

ASTM A53 Standard Specification for Pipe, Steel, Black & Hot Dipped, Zinc-Coated, Welded, and Seamless

ASTM A105 Standard Specification for Carbon Steel Forgings for Piping Applications

ASTM A183 Standard Specification for Carbon Steel Track Bolts and Nuts

ASTM A216 Standard Specification for Steel Castings, Carbon, Suitable for Fusion Welding for High Temperature Service

ASTM A283/A283M Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates

ASTM A307 Standard Specification for Carbon Steel Bolts and Studs

ASTM A536 Standard Specification for Ductile Iron Castings

ASTM A568/A 568M Standard Specification for Steel, Sheet and Strip, Carbon, Hot-Rolled, Structural Quality and Cold Rolled

ASTM A1018 / A1018M - 10 Standard Specification for Steel, Sheet and Strip, Heavy-Thickness Coils, Hot-Rolled, Carbon, Commercial, Drawing, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength

ASTM D2000 Standard Classification System for Rubber Products

ANSI B1.1 Unified Inch Screw Threads

ANSI B1.2 Gages and Gauging for Unified Inch Screw Threads

ANSI B1.20.1 Pipe Threads, General Purpose (Inch)

1.03 RELATED WORK SPECIFIED ELSEWHERE

A. City of Redlands Water Systems Specifications

B. Technical Specifications 15050, 15122, 15141 and 15144.

1.04 SERVICE APPLICATION

Cement-mortar lined and coated steel pipe and specials shall be used only for specific purposes as shown on the Approved Plans.

1.05 SPECIALS

A special is defined as any piece of pipe other than a normal full length of straight pipe. This includes, but is not limited to, elbows, short pieces, reducers, tees, crosses, spools, sections with outlets, beveled sections and manholes.

1.06 DESIGN REQUIREMENTS

A. All steel used for pipe or specials shall have a 248 MPa (36,000 psi) minimum yield point unless otherwise directed by the engineer. See material information concerning steel designation below.

B. Design stress in steel cylinders shall not exceed 50% of the specified minimum yield strength of the steel used. The internal operating pressure used for design shall be a minimum 225 psi or as called for on the Approved Plans, whichever is greater. If no specific surge analysis has been performed, the internal operating pressure used in circumferential stress calculations shall include at least a 10% increase for surge conditions. No allowance shall be made for the tensile strength of the cement mortar lining and coating.

C. Specials shall be designed per AWWA M11 and as a minimum shall conform to the pressure rating, grade of steel and cylinder thickness of the adjoining standard pipe sections. Fitting dimensions shall conform to AWWA C208. Reinforcing collars, wrappers, crotch plates, and anchor rings shall be designed and fabricated per AWWA M11.

1. Outlets may be built into the wall of the pipe or may be fabricated as steel plate specials. Outlets to be installed on straight pipe lengths shall be welded to the steel cylinder of the pipe prior to application of mortar coating to the cylinder. Outlets of size 50 mm (2") and smaller in piping 100 mm (4") and larger shall be of the threaded outlet type or shall be extra-heavy half couplings to fit the pipe in accordance with AWWA M11. Outlets shall be 1360 kg (3,000 lb.) WOG forged steel per ASTM A105. Threads shall comply with ANSI B1.20.1. Outlets larger than 50 mm (2") shall use a tee or nozzle with a flanged outlet. All outlets larger than 50 mm (2") in diameter shall be provided with steel reinforcing collars, wrapper plates, or crotch plates per AWWA M11. At the option of the manufacturer, wrappers may be used in place of collars, and crotch plates may be used in place of collars or wrappers.

2. On 50 mm (2") and smaller outlets where nylon insulation bushings are to be used, the outlet shall be increased in size to accept the bushing.

3. Tees, wyes, and crosses shall be dimensioned in accordance with AWWA C208, Table 1, or as modified on the Approved Drawings.

4. Bends shall have a minimum radius of not less than 2½ times the pipe diameter unless otherwise approved by the City. The maximum deflection at mitered girth seams shall be 22½ degrees. At the option of the Contractor, a bend may be welded to the adjacent pipe section.

5. All specials shall be marked at both ends of the fitting with "Field Top" indicators.

D. Nominal cylinder thickness for pipe and specials shall be 10 gage or as directed by the City.

E. Standard pipe sections shall not be less than 6m (20') nor more than 12m (40') in length, except where shorter lengths are required to fit horizontal and vertical alignment or are otherwise shown on the Approved Plans.

F. Pipe ends shall be as follows:

1. Lap Welded Joints: Use expanded bell with matching spigot end.

2. Flanges: Flanges for use in construction of Steel Pipe shall be as described below.

a. AWWA C207, Class D flanges (matching ANSI/ASME B16.1, Class 125 flanges for bolt hole size and drilling) shall be used for pressures up to 1.03 Pa (150 psi).

b. AWWA C207, Class E flanges (matching ANSI/ASME B16.1, Class 125 flanges for bolt hole size and drilling) shall be used for pressures between 1.03 MPa and 1.72 MPa (150 psi and 250 psi).

c. AWWA C207, Class F flanges (matching ANSI/ASME B16.1, Class 250 flanges for bolt hole size and drilling) shall be used for pressures between 1.72 MPa and 2.07 MPa (250 psi and 300 psi) or when Class 250 butterfly valves or other appurtenances using flanges corresponding to AWWA C207 Class F are required.

d. Flanges shall be flat-faced type only. Segmented flanges shall not be used.

3. Butt Straps: Use two-piece rolled steel straps with a nominal thickness of 6.35 mm (¼"), and a minimum width of 250 mm (10"). Straps shall be fabricated to snugly fit over the plain pipe ends, and shall be centered over the ends of the pipe sections to be joined. Weld one or more standard 125 mm (5"), 1361 kg (3000 lb.) threaded half-couplings to the butt strap section. Provide a threaded steel plug for each half-coupling.

4. Grooved-End or Shouldered Couplings: Use square-cut shouldered or grooved ends per AWWA C606. Grooved-end couplings shall be malleable iron per ASTM A 47, or ductile-iron per ASTM A 536. Gaskets shall be per ASTM D 2000. Nuts and bolts in exposed service shall conform to ASTM A 183, 758.43 MPa (110,000 psi) tensile strength.

5. Flexible Pipe Couplings: Use plain-end pipe with flexible pipe couplings per AWWA C200. Provide joint harnesses per AWWA M11 where indicated on the Approved Plans.

6. Bell and Spigot with Rubber Gasket: In accordance with AWWA C200 and AWWA M11. Bell ends that are pressed or rolled shall be limited to maximum pipe diameter of 525 mm (21") nominal.

G. Angles or Curves in Alignment: Minor changes of direction in the grade or alignment may be made by a deflection in the joint up to a maximum of 19 mm (¾") on one side of the joint. For greater angular deflections, pipe with ends beveled up to a maximum of 5° measured from a plane perpendicular to the pipe's axis may be used. The short point on the bevel shall be so marked on the pipe. Pipe length shorter than 6m (20') may be used on curves. Where curves that have a shorter radius than can be accommodated by beveled pipe are required, or where indicated on the Approved Plans, special short-radius bends shall be provided.

H. Mortar Coating and Lining: Use coatings and linings conforming to AWWA C205. All exterior metal surfaces intended for direct buried service shall be coated.

I. The exterior surfaces of areas of pipes and fittings that are not mortar coated, such as flanges, grooved ends, or plain ends for butt-straps or flexible couplings, shall be sandblasted in accordance with SSPC-SP10 - Near White Blast Cleaning, and coated in accordance with Section 09900.

J. The term "diameter of pipe" as used in these specifications or as shown on the Approved Plans shall mean the net inside diameter of the mortar lining.

1.07 QUALITY ASSURANCE

A. In addition to the shop hydrostatic testing performed on pipe cylinders required per AWWA C200, all welds of specials and attachments (i.e., joint rings and nozzles) shall be tested by a dye-penetrate process or the hammer test in accordance with the Water Systems Standard Specifications, or as directed by the City. Certification of such testing shall be submitted to the City.

B. Field welders shall be certified under Section IX, Part A of the ASME Boiler and Pressure Vessel Code or in accordance with AWWA C206, Section 3. Welders shall present a copy of their certification to the City prior to performing any field welding. Certifications shall be dated within three (3) years of the job to be performed.

C. Plainly mark each length of straight pipe and each special at the bell end to identify the proper location of the pipe item by reference to the layout schedule.

D. The top of all pipe and specials shall be clearly identified by marking the top with "T.O.P." for easy identification in the field.

1.08 DELIVERY, STORAGE, AND HANDLING

Delivery, storage, and handling of the pipe and specials shall be as follows:

A. Pipe and fittings shall be carefully handled and shall be protected against damage to linings and coatings due to impact shocks Pipe shall not be placed directly on rough ground but shall be supported in a manner which will protect the pipe against injury whenever stored at the site or elsewhere. Pipe shall be handled and stored per these requirements and in accordance with the Manufacturer's recommendations.

B. Temporary internal bracing shall be installed in all pipe 400 mm (16") and larger prior to shipment to the job site. Temporary internal bracing shall be 100 mm x 100 mm (4" x 4") wooden struts installed in both the horizontal and vertical directions. Each set of struts shall be nailed together as a unit. Wooden wedges may be used to maintain the proper tight fit of the internal bracing. The bracing shall be located 300 mm (12") in from each end of the pipe section for all pipe, and additionally at the mid-point for piping 600 mm (24") and larger. Maintain internal bracing as specified under Pipe Installation.

C. Transport pipe to the job site on padded bunks with nylon tie-down straps or padded bonding to protect the pipe.

D. Pipes and specials shall only be handled with appropriate spreader bars and wide nylon slings. Chains or wire rope slings shall not be used. Under no circumstances shall pipe or specials be pushed or dragged along the ground. All pipe sections over 6m (20') in length shall be lifted at the quarter points from each end.

E. Store pipe on earth berms or timber cradles adjacent to the trench in the numerical order of installation. Place the supports at about the one-quarter point from the pipe ends.

F. Maintain plastic end caps on all pipe and specials in good condition until the pipe is ready to be installed in the trench. Periodically open the plastic end caps and spray potable water inside the pipe for moisture control.

1.09 SUBMITTALS

The following items shall be submitted to the City for review and approval prior to fabrication of steel pipe and specials:

A. An affidavit of compliance with AWWA C200 and C205.

B. Tabulated layout schedule including:

1. Order of installation and closures.

2. Pipe station and bottom of pipe (BOP) elevation at each change of grade and alignment.

3. Elements of curves and bends, both in horizontal and vertical alignment.

4. Pipe internal diameter, wall thickness, and internal design pressure.

5. Locations of bulkheads for field hydrostatic testing. (Testing against valves shall not be permitted).

6. Locations of closures, including cut-to-fit allowances, for length adjustment and for construction convenience.

7. Locations of valves, flanges, appurtenances and other mechanical equipment.

C. Details of all specials, and of the lining and coating.

D. Calculations supporting the sizing of reinforcing collar plates, wrapper plates or crotch plates.

E. Calculations supporting selected wall thickness of pipe and specials.

F. Calculations supporting welded joint design and joint welding details.

G. Current shop welder and field welder certifications.

H. Mill test reports on each heat from which steel is rolled, at the discretion of the City.

I. Certification of dye-penetrate shop-weld testing.

1.10 WARNING/IDENTIFICATION TAPE

Warning/Identification Tape shall be installed on all cement-mortar lined and coated steel potable mains in accordance with Water Systems Standard Specifications.

PART 2 - MATERIALS

2.01 STEEL PIPE AND SPECIALS

Steel pipe and specials shall conform to the requirements of the AWWA C200 and C205, and AWWA M11, except as modified herein.

A. Steel for fabricated cylinders shall conform to ASTM A 36/A 36M, ASTM A 283/ A 283M, Grade D, or ASTM A 1011/A 1011M, Grade 36. Other steel grades may be used only upon approval of the City.

2.02 MORTAR LINING AND COATING

A. Cement used in mortar lining and coating shall be Portland Cement per ASTM C 150, Type V for coating and Type II or Type V for lining.

B. Cement-mortar coating shall be reinforced in accordance with AWWA C205.

C. Cement mortar grout for field joints shall consist of a mixture of 1½ to 2 parts sand to 1 part Type II or Type V Portland Cement with enough clean, potable water to permit packing and troweling without crumbling. The sand shall be washed, well-graded sand such that all will pass a No. 8 sieve. The quantity of water to be used in the preparation of grout shall be the minimum required to produce a mixture sufficiently workable for the purpose intended. Grout shall attain a minimum compressive strength of 12.4 MPa (1,800 psi) in 28 days.

D. In certain circumstances, rapid-setting mortar may be required. Acceleration admixtures may be used in the mix as permitted by the City. Calcium chloride shall not be used in the mix.

2.03 PAINTING AND COATING

A. Paint and coating products for exterior surfaces of all pipe and appurtenances not otherwise mortar-coated shall be in accordance with Section 09900 and the Water Systems Standard Specifications.

B. Paint and coating products for areas in contact with potable water such plain ends of pipe, grooved and shouldered ends of pipe and exposed inside surfaces of threaded outlets and blind flanges shall be in accordance with Section 09900 and selected from the Water Systems Standard Specifications.

2.04 BOLTS AND NUTS FOR FLANGES

Bolts and nuts shall be in accordance with Section 09900 and the Water Systems Standard Specifications.

2.05 GASKETS

A. Rubber-ring gaskets shall comply with AWWA C200 according to the applicable joint type and pressure rating of the piping system.

B. Flange gaskets shall comply with AWWA C207. Flange gaskets shall be 3.18 mm (1/8") thick acrylic or aramid fibers bound with nitrile for all sizes of pipe. Gaskets shall be full face type with pre-punched holes or ring-type extending to the inner edge of the bolt circumference of the flange.

C. In the event of encountering organic solvents or petroleum products during the course of the work, alternate gasket materials or joint treatment will be required as directed by the City.

2.06 IMPORTED GRANULAR MATERIAL FOR PIPE AND TRENCH ZONES

The imported granular material for use in pipe and trench zones shall be in accordance with the Special Provisions Section of the specification book.

2.07 CONCRETE

Concrete used for thrust and anchor blocks shall be in accordance with Water Systems Standard Specifications.

2.08 WARNING/IDENTIFICATION TAPE

Warning/Identification Tape materials shall be in accordance with the Water Systems Standard Specifications.

PART 3 - EXECUTION

3.01 GENERAL

At all times when the work of installing pipe is not in progress, including worker break times, the ends of the pipe shall be closed with a vermin-proof and child-proof cap or plug. Do not permit trench water to enter the pipe. Do not place tools, clothing, or other materials in the pipe. The Contractor shall maintain the interior of the pipe in a sanitary condition free from foreign materials.

3.02 TRENCH EXCAVATION, BACKFILL AND COMPACTION

Trenching, backfilling and compaction shall be performed in accordance with the Special Provisions Section of the specification book.

3.03 DEWATERING

The Contractor shall provide, and maintain at all times during construction, ample means and devices to promptly remove and dispose of all water from any source entering trench excavations or other parts of the work in such manner as will not damage public or private property or create a nuisance or health menace. Any damage caused by flooding of the trench shall be the Contractors responsibility.

Dewatering shall be performed by methods that will maintain a dry excavation, preservation of the final lines and grades and protection of all utilities. If flooding of the trench does occur, the Contractor shall immediately dewater and restore the trench. Damaged or altered pipeline appurtenances shall be repaired or replaced as directed by the City.

3.04 PIPE INSTALLATION

When the work requires and the size of the pipe allows entry of personnel into the pipe, the Contractor shall comply with all Federal and State regulations for confined space entry. Work inside pipelines shall not be undertaken until all the tests and safety provisions of the Code of Federal Regulations 1910.146, and the General Industry Safety Orders of the California Code of Regulations, Title 8, Section 5159 for confined space entry have been performed and the area is verified as safe to enter. Generally, the aforementioned safety provisions apply to pipe 600 mm (24") and larger. Note that for pipe less than 600 mm (24") diameter, more stringent safety procedures apply.

The Contractor shall furnish and install all pipe, specials, fittings, closure pieces, valves, supports, bolts, nuts, gaskets, jointing materials, and all other appurtenances as shown on the Approved Plans and as required to provide a complete and workable installation. Pipe installation shall be as shown on the Approved Plans and Shop Drawings in accordance with the following:

A. No pipe shall be installed where the linings or coatings show cracks that may be harmful as determined by the City. Such damaged linings and coatings shall be repaired or new, undamaged pipe sections shall be provided.

B. Pipe damaged prior to Substantial Completion shall be repaired or replaced by the Contractor.

C. The Contractor shall inspect each pipe and fitting to insure that there are no damaged portions of the pipe. The Contractor shall remove or smooth out any burrs, gouges, weld splatter, or other small defects prior to laying the pipe.

D. Before placement of pipe in the trench, each pipe or fitting shall be thoroughly cleaned of any foreign substance which may have collected thereon and shall be kept clean at all times thereafter. For this purpose, the openings of all pipes and fittings in the trench shall be closed during any interruption to the work as noted above.

E. Pipe shall be laid directly on the bedding material. No blocking will be permitted, and the bedding shall be such that it forms a continuous, solid bearing for the full length of

the pipe. Excavations shall be made as needed to facilitate removal of handling devices after the pipe is laid. Bell holes shall be formed at the ends of the pipe to prevent point loading at the bells or couplings and to permit visual inspection of the joint. Excavation shall be made as needed outside the normal trench section at field joints to permit adequate access to the joints for field connection operations and for application of coatings on field joints.

F. Installation Tolerances: Each section of pipe shall be laid in the order and position shown on the approved layout schedule to the proper lines and grades in accordance with the following:

1. Each section of pipe having a nominal diameter less than 1200 mm (48") shall be laid not to vary more than 50 mm (2") horizontally or 25 mm (1") vertically from the alignment and elevations shown on the Approved Plans.

2. Each section of pipe having nominal diameter 1200 mm (48") and larger shall be laid not to vary more than five percent (5%) of the pipe diameter horizontally or two and one half percent (2.5%) of the pipe diameter vertically.

3. In addition to the horizontal and vertical tolerances above, lay the pipe so that no high or low points occur along the pipeline other than those shown on the approved layout schedule.

G. Where necessary to raise or lower the pipe due to unforeseen obstructions or other causes, the City may change the alignment and/or the grades. Such change shall be made by the deflection of joints, by the use of bevel adapters, or by the use of additional fittings. However, in no case shall the deflection in the joint exceed seventy five percent (75%) of the maximum deflection recommended by the pipe manufacturer. No joint shall be deflected any amount that will be detrimental to the strength and water tightness of the finished joint. In all cases the joint opening, before finishing with the protective mortar inside the pipe, shall be the controlling factor.

H. Pipes shall be laid uphill on grades exceeding 10 percent. Pipe that is laid on a downhill grade shall be blocked and held in place until the following pipe section has been installed to provide sufficient support to prevent movement.

I. Temporary internal pipe bracing shall be left in place in pipe sizes larger than 600 mm (24") until pipe zone compaction has have been completed. Bracing in pipe smaller than 600 mm (24") may be removed immediately after the pipe has been laid into the trench. The Contractor shall employ a laboratory to monitor pipe deflection by measuring pipe inside diameter before bracing is removed and 24 hours after struts are removed. Pipe deflection shall not exceed 2 percent in 24 hours after the bracing has been removed. After the backfill has been placed, the struts shall be removed.

J. Cold Weather Protection: No pipe shall be installed upon a foundation onto which frost has penetrated or at any time that there is a danger of the formation of ice or penetration of frost at the bottom of the excavation. No pipe shall be laid unless it can be established that the trench will be backfilled prior to formation of ice and frost.

K. Pipe and Specials Protection: The openings of all pipe and specials where the pipe and specials have been mortar-lined in the shop shall be protected with suitable bulkheads to maintain a moist atmosphere and to prevent unauthorized access by persons, animals, water, or any undesirable substance. The bulkheads shall be designed to prevent drying out of the interior of the pipe. The Contractor shall introduce water into the pipe to keep the mortar moist where moisture has been lost due to damaged bulkheads.

L. Pipeline must be installed parallel with the street centerline, otherwise Contractor shall have to remove and replace that portion of non-parallel pipeline at his/her own expenses.

3.05 FIELD WELDED JOINTS

A. Welded joints shall be completed in the trench per AWWA C206.

B. Both the bell and spigot ends shall be cleaned of foreign matter prior to welding.

C. For pipe diameters less than 600 mm (24") the exterior of the joint shall be welded. For pipe diameter 600 mm (24") and larger, the joint shall be welded in accordance with the approved submittal. All welded joints shall remain exposed until inspection has been performed.

D. Welding electrodes shall be as recommended by the pipe manufacturer. Typically, electrodes shall be E6010 for root passes and E7018 for additional passes. Do not deposit more than 3.2 mm (1/8") of throat thickness per pass.

E. Weld material shall be deposited in successive layers. Complete and clean each pass around the entire circumference of the pipe before commencing the next pass.

F. The minimum number of passes in the completed weld shall be as follows:

Steel Cylinder Thickness mm	(inches)	Fillet Weld Minimum Number of Passes
6.35 or less	(0.2500 or 1/4")	2
Greater than 6.35	(0.2500 or 1/4")	3

G. To minimize longitudinal stresses due to temperature variations, it is necessary to leave un-welded one joint per each 120m (400') of pipeline. This joint shall be left un-welded until all the joints on both sides of it are welded, and it shall be welded at the coolest time of the working day. The City shall decide if and when this procedure is warranted.

H. Tack-welding the joint may be permitted to hold the pipe in place. If the joint is to be circumferentially welded, sufficient time shall elapse to allow for an initial set of interior joint lining prior to proceeding with joint welding. Rapid-setting mortar may be used in accordance with this Section. In some cases, the City may require hand holes.

I. Field welders shall be certified in accordance with ASME Section 9 (pipe welders) or AWS D1.1 (plate welders). Welders shall present a copy of their certification to the City prior to performing any field welding.

J. Prior to butt-strap welding, the pipe and pipe joint shall be properly positioned in the trench using line-up damps so that, in the finished joint, the abutting pipe sections shall not be misaligned by more than 1.59 mm (1/16").

K. The pipe ends shall be cut straight on joints where butt straps are used for realignment, adjustment, or deflection, and fillet welds shall be made as indicated.

L. Inspection of Field Welded Joints:

1. The City shall arrange for the welds to be inspected. The Contractor shall request inspection of welds as soon as possible following the completion of the welds.

2. The Contractor shall coordinate and supply ventilation, lighting, and other equipment deemed necessary for inspection. The Contractor shall be responsible for providing safe entry into and out of the trench, safety of inspection personal, traffic control and other safety precautions deemed necessary for the inspections.

3.06 INTERIOR JOINT FINISH - PIPE LESS THAN 600 MM (24")

Complete interior mortar joints for pipe sizes less than 600 mm (24") by drawing through a tight-fitting swab or squeegee. Coat the face of the cement mortar lining at the bell with a sufficient amount of stiff cement mortar to fill the gap. Immediately after joining the pipes, draw the swab through the pipe to remove all excess mortar and expel it from the open pipe end. Do not move the pipe after the swab has been pulled past the joint. See requirements under "Field Welded Joints" for these joints requiring welding.

3.07 INTERIOR JOINT FINISH - PIPE 600 MM (24") AND LARGER

A. Complete interior mortar joints for pipe sizes 600 mm (24") and larger by the trowel method. Prior to applying interior mortar at the joints all backfill in the area shall be completed. After cleaning the interior joint, pack cement mortar into each joint. Finish the surface with a steel trowel to a smooth finish and equal thickness to match the adjoining pipe mortar.

B. Where more than a 100 mm (4") joint strip of mortar is required, place galvanized welded wire mesh reinforcement in 50 mm x 100 mm (2" x 4") pattern of No. 13 gauge over the exposed steel. Install the mesh so that the wires on the 50 mm (2") spacing direction run circumferentially around the pipe. Crimp the wires on the 100 mm (4") spacing to support the mesh 9.5 mm (3/8") from the metal surface. Steel-trowel finish the interior mortar to match adjoining mortar-lined pipe sections.

3.08 EXTERIOR JOINT FINISH

A. The outside annular space between pipe sections shall be completely filled with grout formed by the use of polyethylene foam-lined fabric bands. The grout space shall be flushed with water prior to filling so that the surfaces of the joint to be in contact with the grout will be thoroughly moistened when the grout is poured. The joint shall be filled with grout by pouring from one side only. Grout shall be rodded with a wire or other

flexible rod or vibrated so that the grout completely fills the joint recess by moving down one side of the pipe, around the bottom of the pipe and up the opposite side. Pouring and rodding the grout shall be continued to allow completion of the filling of the entire joint recess in one operation. Care shall be taken to leave no unfilled space. Grouting of the outside joint spaces shall be kept as close behind the laying of the pipe as possible except that in no case shall grouting be closer than three joints of the pipe being laid.

B. The grout bands or heavy-duty diapers shall be polyethylene foam-lined fabric with steel strapping of sufficient strength to hold the fresh mortar, resist nodding of the mortar, and allow excess water to escape. The foam plastic shall be 100 percent closed cell, chemically inert, insoluble in water and resistant to acids, alkalis and solvents. Foam Plastic shall be Dow Chemical Company, Ethafoam 222, or equal.

The fabric backing shall be cut and sewn into 224 mm (9") wide strips with slots for the steel strapping on the outer edges. The polyethylene foam shall be cut into strips 150 mm (6") wide and slit to a thickness of 6.35 mm (¼") that will expose a hollow or open-cell surface on one side. The foam liner shall be attached to the fabric backing with the open or hollow cells facing towards the pipe. The foam strip shall cover the full interior circumference of the grout band with sufficient length to permit a 200 mm (8") overlap of the foam at or near the top of the pipe joint. Splices to provide continuity of the material will be permitted. The polyethylene foam material shall be protected from direct sunlight.

The polyethylene foam-lined grout band shall be centered over the joint space with approximately equal widths extending over each pipe end and securely attached to the pipe with the steel straps. After filling the exterior joint space with grout, the flaps shall be closed and overlapped in a manner that fully encloses the grout with polyethylene foam. The grout band shall remain in position on the pipe joint.

3.09 BUTT STRAP JOINTS

Butt strap closure joints shall be installed where shown on the Approved Plans in accordance with AWWA C206.

A. Butt straps shall be field welded to the outside plain end of the pipe along both edges with a full circumferential weld. A minimum of two weld passes shall be used.

B. The interior of the joints shall be filled with a rapid-set mortar and finished off smoothly to match the pipe interior diameter.

C. Clean the butt strap with a wire brush and apply a cement and water wash coat prior to applying cement mortar.

D. Galvanized wire mesh, 50 mm x 100 mm (2" x 4") x No. 13 gauge shall be installed to the exterior of the joint prior to applying the mortar coating.

E. Coat the exterior of the closure assemblies with mortar to cover all steel with a minimum of 32 mm (1¼").

F. Seal weld the steel plug to the hand hole after the interior of the joint has been inspected and approved by the City.

3.10 FLANGED CONNECTIONS

Flanged connections shall be installed where indicated on the Approved Plans.

A. Bolt holes shall straddle the horizontal and vertical centerlines.

B. The bolts, nuts and flange faces shall be thoroughly cleaned by wire brush prior to assembly.

C. Bolts and nuts shall be lubricated with a City-approved anti-seize compound.

D. Nuts shall be tightened in an alternating "star" pattern to the manufacturer's recommended torque.

E. Slip-on type flanges intended for field fit-up and welding shall be welded inside and outside in accordance with AWWA C207.

F. Coat the exterior of exposed flanges, bolts and nuts in accordance with Section 09900.

3.11 FLANGED COUPLING ADAPTERS

Flanged coupling adapters shall be installed in accordance with the manufacturer's recommendations. Bolts shall be tightened with a torque wrench in the presence of the City to the torque recommended by the manufacturer.

3.12 CONCRETE

Where required, concrete thrust and anchor blocks shall be installed in accordance with Water Systems Standard Specifications and as shown on the Approved Plans.

3.13 WARNING/IDENTIFICATION TAPE

Warning/Identification Tape shall be installed in accordance with the Water Systems Standard Specifications.

3.14 DISINFECTION AND BACTERIOLOGICAL TESTING

Disinfection, bacteriological testing, and flushing shall be performed in accordance with Section 15141.

3.15 HYDROSTATIC TESTING

Field hydrostatic testing shall be performed in accordance with Section 15144.

3.16 FIELD PAINTING AND COATING

A. Exterior surfaces of all pipe and appurtenances not otherwise mortar-coated shall be field painted in accordance with Section 09900.

B. Areas in contact with potable water such plain ends of pipe, grooved and shouldered ends of pipe and exposed inside surfaces of threaded outlets and blind flanges shall be coated in accordance with Section 09900.

END OF SECTION

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APPENDIX

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____Date _____

Company _____Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. **Payment of Prevailing Wage Rates**
   The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. **Apprentices**
   It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. **Penalties**
   There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. **Certified Payroll Reports**
   Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. **Nondiscrimination in Employment**
   There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. **Kickbacks Prohibited**
   Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of_____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	**Project Location:**	**Today's Date:**
Contractor / Subcontractor Name:	**Business Address:**	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. **Please Include Apprentice Rates.**

Classification:		**Effective Date:**	**Subsistence or Travel Pay:** $_____
EMPLOYER PAID FRINGE BENEFITS	**Health & Welfare** $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Pension $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Vacation/Holiday $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Training $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Other $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____

Classification:		**Effective Date:**	**Subsistence or Travel Pay:** $_____
EMPLOYER PAID FRINGE BENEFITS	**Health & Welfare** $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Pension $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Vacation/Holiday $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Training $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Other $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	**Signature and Date (Wet Signature Required)**

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:

WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:

PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-131 (New 2-80)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft	Explanation
Craft	Explanation
Craft	Explanation

Remarks

_____

_____

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

2N

APPENDIX B
CITY OF REDLANDS
WORKDAY CONSTRUCTION SCHEDULE

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CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2024

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
	1 / 1	2 / 2	3 / 3	4 / 4	5 / 5	6 / 6
7 / 7	8 / 8	9 / 9	10 / 10	11 / 11	12 / 12	13 / 13
14 / 14	15 / 15	16 / 16	17 / 17	18 / 18	19 / 19	20 / 20
21 / 21	22 / 22	23 / 23	24 / 24	25 / 25	26 / 26	27 / 27
28 / 28	29 / 29	30 / 30	31 / 31			

FEBRUARY

S	M	T	W	T	F	S
				1 / 32	2 / 33	3 / 34
4 / 35	5 / 36	6 / 37	7 / 38	8 / 39	9 / 40	10 / 41
11 / 42	12 / 43	13 / 44	14 / 45	15 / 46	16 / 47	17 / 48
18 / 49	19 / 50	20 / 51	21 / 52	22 / 53	23 / 54	24 / 55
25 / 56	26 / 57	27 / 58	28 / 59	29 / 60		

MARCH

S	M	T	W	T	F	S
					1 / 61	2 / 62
3 / 63	4 / 64	5 / 65	6 / 66	7 / 67	8 / 68	9 / 69
10 / 70	11 / 71	12 / 72	13 / 73	14 / 74	15 / 75	16 / 76
17 / 77	18 / 78	19 / 79	20 / 80	21 / 81	22 / 82	23 / 83
24 / 84	25 / 85	26 / 86	27 / 87	28 / 88	29 / 89	30 / 90
31 / 91						

APRIL

S	M	T	W	T	F	S
	1 / 92	2 / 93	3 / 94	4 / 95	5 / 96	6 / 97
7 / 98	8 / 99	9 / 100	10 / 101	11 / 102	12 / 103	13 / 104
14 / 105	15 / 106	16 / 107	17 / 108	18 / 109	19 / 110	20 / 111
21 / 112	22 / 113	23 / 114	24 / 115	25 / 116	26 / 117	27 / 118
28 / 119	29 / 120	30 / 121				

MAY

S	M	T	W	T	F	S
			1 / 122	2 / 123	3 / 124	4 / 125
5 / 126	6 / 127	7 / 128	8 / 129	9 / 130	10 / 131	11 / 132
12 / 133	13 / 134	14 / 135	15 / 136	16 / 137	17 / 138	18 / 139
19 / 140	20 / 141	21 / 142	22 / 143	23 / 144	24 / 145	25 / 146
26 / 147	27 / 148	28 / 149	29 / 150	30 / 151	31 / 152	

JUNE

S	M	T	W	T	F	S
						1 / 153
2 / 154	3 / 155	4 / 156	5 / 157	6 / 158	7 / 159	8 / 160
9 / 161	10 / 162	11 / 163	12 / 164	13 / 165	14 / 166	15 / 167
16 / 168	17 / 169	18 / 170	19 / 171	20 / 172	21 / 173	22 / 174
23 / 175	24 / 176	25 / 177	26 / 178	27 / 179	28 / 180	29 / 181
30 / 182						

JULY

S	M	T	W	T	F	S
	1 / 183	2 / 184	3 / 185	4 / 186	5 / 187	6 / 188
7 / 189	8 / 190	9 / 191	10 / 192	11 / 193	12 / 194	13 / 195
14 / 196	15 / 197	16 / 198	17 / 199	18 / 200	19 / 201	20 / 202
21 / 203	22 / 204	23 / 205	24 / 206	25 / 207	26 / 208	27 / 209
28 / 210	29 / 211	30 / 212	31 / 213			

AUGUST

S	M	T	W	T	F	S
				1 / 214	2 / 215	3 / 216
4 / 217	5 / 218	6 / 219	7 / 220	8 / 221	9 / 222	10 / 223
11 / 224	12 / 225	13 / 226	14 / 227	15 / 228	16 / 229	17 / 230
18 / 231	19 / 232	20 / 233	21 / 234	22 / 235	23 / 236	24 / 237
25 / 238	26 / 239	27 / 240	28 / 241	29 / 242	30 / 243	31 / 244

SEPTEMBER

S	M	T	W	T	F	S
1 / 245	2 / 246	3 / 247	4 / 248	5 / 249	6 / 250	7 / 251
8 / 252	9 / 253	10 / 254	11 / 255	12 / 256	13 / 257	14 / 258
15 / 259	16 / 260	17 / 261	18 / 262	19 / 263	20 / 264	21 / 265
22 / 266	23 / 267	24 / 268	25 / 269	26 / 270	27 / 271	28 / 272
29 / 273	30 / 274					

OCTOBER

S	M	T	W	T	F	S
		1 / 275	2 / 276	3 / 277	4 / 278	5 / 279
6 / 280	7 / 281	8 / 282	9 / 283	10 / 284	11 / 285	12 / 286
13 / 287	14 / 288	15 / 289	16 / 290	17 / 291	18 / 292	19 / 293
20 / 294	21 / 295	22 / 296	23 / 297	24 / 298	25 / 299	26 / 300
27 / 301	28 / 302	29 / 303	30 / 304	31 / 305		

NOVEMBER

S	M	T	W	T	F	S
					1 / 306	2 / 307
3 / 308	4 / 309	5 / 310	6 / 311	7 / 312	8 / 313	9 / 314
10 / 315	11 / 316	12 / 317	13 / 318	14 / 319	15 / 320	16 / 321
17 / 322	18 / 323	19 / 324	20 / 325	21 / 326	22 / 327	23 / 328
24 / 329	25 / 330	26 / 331	27 / 332	28 / 333	29 / 334	30 / 335

DECEMBER

S	M	T	W	T	F	S
1 / 336	2 / 337	3 / 338	4 / 339	5 / 340	6 / 341	7 / 342
8 / 343	9 / 344	10 / 345	11 / 346	12 / 347	13 / 348	14 / 349
15 / 350	16 / 351	17 / 352	18 / 353	19 / 354	20 / 355	21 / 356
22 / 357	23 / 358	24 / 359	25 / 360	26 / 361	27 / 362	28 / 363
29 / 364	30 / 365	31 / 366				

City Holiday

CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2025

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
			1 1	2 2	3 3	4 4
5 5	6 6	7 7	8 8	9 9	10 10	11 11
12 12	13 13	14 14	15 15	16 16	17 17	18 18
19 19	20 20	21 21	22 22	23 23	24 24	25 25
26 26	27 27	28 28	29 29	30 30	31 31	

FEBRUARY

S	M	T	W	T	F	S
						1 32
2 33	3 34	4 35	5 36	6 37	7 38	8 39
9 40	10 41	11 42	12 43	13 44	14 45	15 46
16 47	17 48	18 49	19 50	20 51	21 52	22 53
23 54	24 55	25 56	26 57	27 58	28 59	

MARCH

S	M	T	W	T	F	S
						1 60
2 61	3 62	4 63	5 64	6 65	7 66	8 67
9 67	10 69	11 70	12 71	13 72	14 73	15 74
16 75	17 76	18 77	19 78	20 79	21 80	22 81
23 82	24 83	25 84	26 85	27 86	28 87	29 88
30 89	31 90					

APRIL

S	M	T	W	T	F	S
		1 91	2 92	3 93	4 94	5 95
6 96	7 97	8 98	9 99	10 100	11 101	12 102
13 103	14 104	15 105	16 106	17 107	18 108	19 109
20 110	21 111	22 112	23 113	24 114	25 115	26 116
27 117	28 118	29 119	30 120			

MAY

S	M	T	W	T	F	S
				1 121	2 122	3 123
4 124	5 125	6 126	7 127	8 128	9 129	10 130
11 131	12 132	13 133	14 134	15 135	16 136	17 137
18 138	19 139	20 140	21 141	22 142	23 143	24 144
25 145	26 146	27 147	28 148	29 149	30 150	31 151

JUNE

S	M	T	W	T	F	S
1 152	2 153	3 154	4 155	5 156	6 157	7 158
8 159	9 160	10 161	11 162	12 163	13 164	14 165
15 166	16 167	17 168	18 169	19 170	20 171	21 172
22 173	23 174	24 175	25 176	26 177	27 178	28 179
29 180	30 181					

JULY

S	M	T	W	T	F	S
		1 182	2 183	3 184	4 185	5 186
6 187	7 188	8 189	9 190	10 191	11 192	12 193
13 194	14 195	15 196	16 197	17 198	18 199	19 200
20 201	21 202	22 203	23 204	24 205	25 206	26 207
27 208	28 209	29 210	30 211	31 212		

AUGUST

S	M	T	W	T	F	S
					1 213	2 214
3 215	4 216	5 217	6 218	7 219	8 220	9 221
10 222	11 223	12 224	13 225	14 226	15 227	16 228
17 229	18 230	19 231	20 232	21 233	22 234	23 235
24 236	25 237	26 238	27 239	28 240	29 241	30 242
31 243						

SEPTEMBER

S	M	T	W	T	F	S
	1 244	2 245	3 246	4 247	5 248	6 249
7 250	8 251	9 252	10 253	11 254	12 255	13 256
14 257	15 258	16 259	17 260	18 261	19 262	20 263
21 264	22 265	23 266	24 267	25 268	26 269	27 270
28 271	29 272	30 273				

OCTOBER

S	M	T	W	T	F	S
			1 274	2 275	3 276	4 277
5 278	6 279	7 280	8 281	9 282	10 283	11 284
12 285	13 286	14 287	15 288	16 289	17 290	18 291
19 292	20 293	21 294	22 295	23 296	24 297	25 298
26 299	27 300	28 301	29 302	30 303	31 304	

NOVEMBER

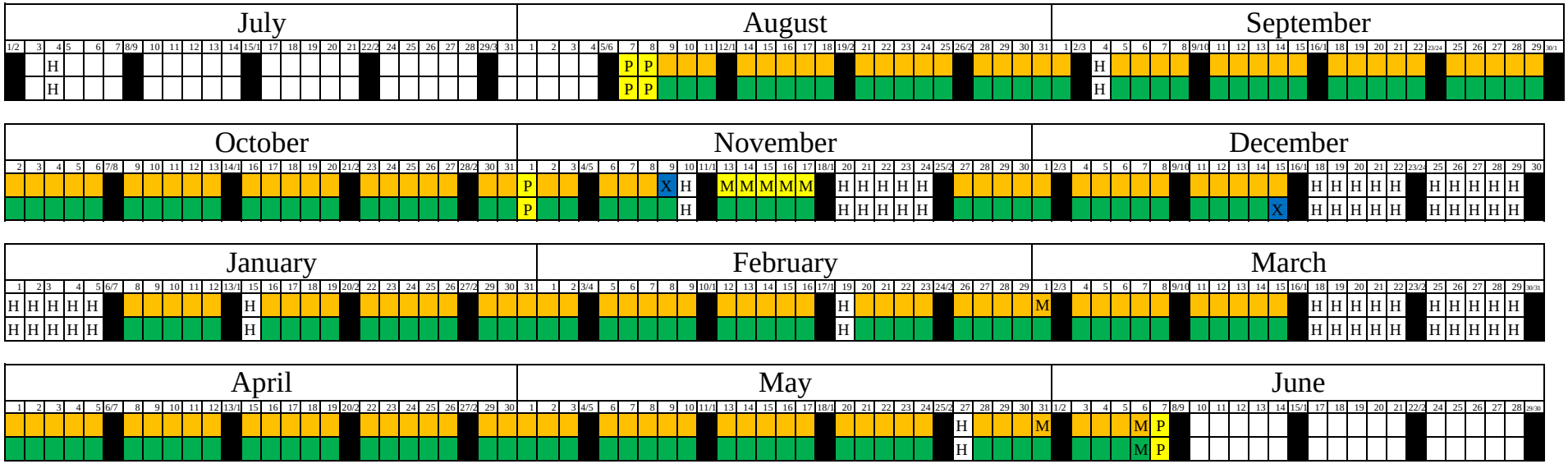
S	M	T	W	T	F	S
						1 305
2 306	3 307	4 308	5 309	6 310	7 311	8 312
9 313	10 314	11 315	12 316	13 317	14 318	15 319
16 320	17 321	18 322	19 323	20 324	21 325	22 326
23 327	24 328	25 329	26 330	27 331	28 332	29 333
30 334						

DECEMBER

S	M	T	W	T	F	S
	1 335	2 336	3 337	4 338	5 339	6 340
7 341	8 342	9 343	10 344	11 345	12 346	13 347
14 348	15 349	16 350	17 351	18 352	19 353	20 354
21 355	22 356	23 357	24 358	25 359	26 360	27 361
28 362	29 363	30 364	31 365			

City Holiday

REDLANDS UNIFIED SCHOOL DISTRICT
STUDENT ATTENDANCE CALENDAR
2023-2024
ALL REDLANDS SCHOOLS



Elementary
Secondary

P Staff Professional Day (No Students In Attendance)
M Minimum Day- Conferences/Report Card Preparation
H Holiday (No Students In Attendance)
X Report Card Day (No Students In Attendance)

Student Attendance Days - 180
Teacher Attendance Days - 185

End of Quarter and Semester Dates - Grades TK/K and 6-12

Quarter 1 - October 6
42 days
Quarter 2 / Semester 1 - December 15
42 days Quarter 2
84 days Semester 1
Quarter 3 - March 15
48 days
Quarter 4 / Semester 2 / End of year - June 6
48 days Quarter 4
96 days Semester 2

End of Trimester Dates - Grades 1-5

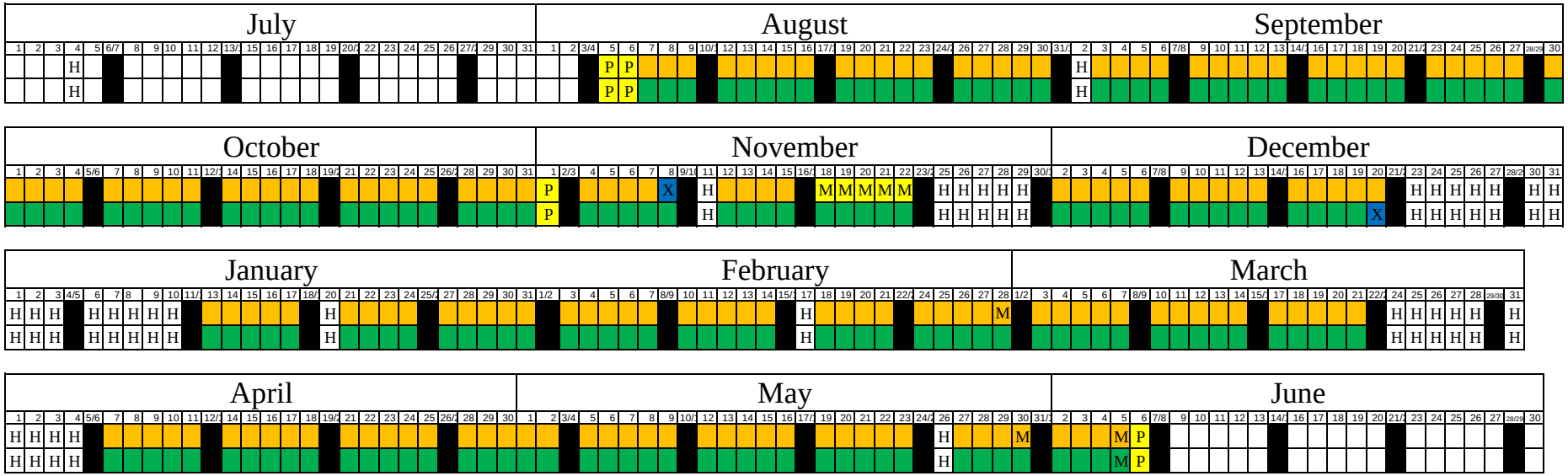
Trimester 1 - November 3
61 days
Trimester 2 - March 1
62 days
Trimester 3 - June 6
58 days

H - Holidays - NO ATTENDANCE

LABOR DAY	September 4
VETERANS DAY	November 10
THANKSGIVING RECESS	November 20 - 24
WINTER RECESS	December 18 - January 5
MARTIN LUTHER KING DAY	January 15
PRESIDENTS' DAY	February 19
SPRING BREAK	March 18 - March 29
MEMORIAL DAY	May 27

Board Approved: March 8, 2022

REDLANDS UNIFIED SCHOOL DISTRICT
STUDENT ATTENDANCE CALENDAR
2024-2025
ALL REDLANDS SCHOOLS



Elementary
Secondary

P Staff Professional Day (No Students In Attendance)
M Minimum Day - Conferences/Report Card Preparation
H Holiday (No Students In Attendance)
X Report Card Day (No Students In Attendance)

Student Attendance Days - 180
Teacher Attendance Days - 185

End of Quarter and Semester Dates - Grades TK/K and 6-12

Quarter 1 - October 4
42 days
Quarter 2 / Semester 1 - December 19
47 days Quarter 2
89 days Semester 1
Quarter 3 - March 21
48 days
Quarter 4 / Semester 2 / End of year - June 5
43 days Quarter 4
91 days Semester 2

End of Trimester Dates - Grades 1-5

Trimester 1 - November 1
61 days
Trimester 2 - February 28
61 days
Trimester 3 - June 5
58 days

H - Holidays - NO ATTENDANCE

LABOR DAY	September 2
VETERANS DAY	November 11
THANKSGIVING RECESS	November 25 - 29
WINTER RECESS	December 23 - January 10
MARTIN LUTHER KING DAY	January 20
PRESIDENTS' DAY	February 17
SPRING BREAK	March 24 - April 4
MEMORIAL DAY	May 26

Board Approved: January 9, 2024

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APPENDIX C
CITY OF REDLANDS CONTRACTOR SAFETY PROGRAM

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THE CITY OF REDLANDS

CONTRACTOR SAFETY PROGRAM

Rev. June 15, 2021

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INSPECTOR (CITY) 5
EMPLOYEES (CITY) 5
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CONTRACTOR SAFETY PROGRAM

I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.
The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overhead lifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination of these.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of these criteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents provided access to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

RISK MANAGEMENT

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings as needed;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under this program.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/ herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall be available at all times to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall be at the work site at all times;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall be available at all times to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on questionnaire.
D. The SPQ shall be submitted to: 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.
I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.
J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced as a result of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager, but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
    1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
    2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
    3. JHA must be kept at job site accessible to all impacted personnel.
    4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
    1. All required PPE must be worn at all times during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. PPE shall be provided by the Contractor.
    4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
    1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
    2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
    3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
    4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
    1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
    2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
    1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
    2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
    1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
    2. The Contractor shall ensure that the HVAC system is protected in order to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
    3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. Contractor will ensure that all personnel are properly trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited, to the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to any and all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains important information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

_____	_____
Contractor Signature	Contractor Title:
_____	_____
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the
Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES **Provide your actual injury and illness data below:**	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here: _____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
(If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last three years?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all of the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
1.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
2.	Does your company provide and conduct Tailgate Meetings, or equivalent with employees at least every 10 working days. (CCR Title 8 §1509(e))	☐	☐
3.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
4.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
5.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
6.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
7.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐

*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Confined Space Entry Procedure		☐	☐
List of personnel authorized on jobsite to work in confined space(s)		☐	☐
List of personnel authorized on jobsite to serve as Rescue Team		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Lockout/Tagout (LOTO) Procedure		☐	☐
List of personnel authorized on jobsite to perform LOTO		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
	If yes, please attach the following:	Attached?	
List of personnel authorized on jobsite to use lifts		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
	If yes, please attach the following:	Attached?	
List of personnel authorized on jobsite to use a forklift		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Crane Program		☐	☐
Copy of all expected Crane operators' Certifications		☐	☐
List of personnel designated as Competent under Crane program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Hearing Conservation Program		☐	☐
List of personnel working in high noise areas		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
* Copies of SDS for Chemicals used must be kept at jobsite			
	Please attach the following:	Attached?	
Copy of written Hazard Communication Program		☐	☐
List of personnel performing work with chemicals		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐
List trade names of all hazardous materials which you will be using on site:			

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded. (If no, proceed to Question 13)**	☐	☐
Do you have the appropriate provisions (signs, devices, barricades/)		☐	☐
	Please attach the following:	Attached?	
Please provide a list of personnel working in traffic areas.		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
	Please attach the following:	Attached?	
Copy of written procedure(s)		☐	☐
List of personnel working with potential exposure to asbestos		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
Please attach the following:		Attached?	
Copy of Silica Control Plan		☐	☐
List of personnel working with potential exposure to silica		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
Please attach the following:		Attached?	
Copy of written Fall Protection Program		☐	☐
List of personnel designated as Competent under Fall Protection Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
Please attach the following:		Attached?	
Copy of written Respiratory Protection Program		☐	☐
List of personnel using respirators		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: _____

Contractor: _____

Notice of Non-Compliance was issued to Contractor's representative,_____,
Name

on_____at_____.

The following unsafe behaviors were observed at the Contractor's job site:

_____
_____
_____
_____
_____
_____
_____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

_ _ _ _

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigat	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

APPENDIX D
PERMITS

1) City Encroachment Permit (No fee)

2) Caltrans permit – City already obtained parent permit. Contractor needs to submit traffic control plans, shoring plan (for all excavation more than 5 ft) signed by 2 California certified engineer, copy of bond, certificate of liability insurance, and Contractor authorization form TR-0429 prior to start any construction activity.

3) SCRRA (Metrolink) permit – City already have licensed agreement. Contractor needs to obtain traffic control permit after submitting required documents to SCRRA.

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

and for the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

	EA	Driveway Appr, Res/Comm	$ 49.00	/ EA	=$	
	SF	Sidewalk	$ 0.09	/ SF	=$	
	SF	Cross Gutter/Spandrel	$ 0.58	/ SF	=$	
	LF	Curb & Gutter	$ 2.19	/ LF	=$	
	LF	Curb/Berm	$ 2.62	/ LF	=$	
	SF	Asphalt Pavement	$ 0.04	/ SF	=$	
	SF	Crushed Aggregate Base	$ 0.04	/ SF	=$	
	EA	Street Light	$ 81.00	/ EA	=$	
	EA	Traffic Signal - New	$ 2,152.00	/ EA	=$	
	EA	Traffic Signal - Modification	$ 1,737.00	/ EA	=$	
	CY	Reinforced Concrete	$ 89.00	/ CY	=$	
	LF	Storm Drain Pipe	$ 8.00	/ LF	=$	
	EA	Curb Inlet/Outlet Structures	$ 67.00	/ EA	=$	
	EA	Storm Drain Manhole/Junction Box	$ 67.00	/ EA	=$	
	EA	Curb Core	$ 62.00	/ EA	=$	
	LF	Sewer Main	$ 0.95	/ LF	=$	
	EA	Sewer Manhole	$ 67.00	/ EA	=$	
	EA	Sewer Cleanout	$ 134.00	/ EA	=$	
	EA	Sewer Lateral	$ 67.00	/ EA	=$	
	LF	Water Main - Potable	$ 1.09	/ LF	=$	
	LF	Water Main - Non-Potable	$ 1.09	/ LF	=$	
	EA	Fire Hydrant Assembly	$ 66.00	/ EA	=$	
	EA	Water Service Lateral	$ 26.00	/ EA	=$	
	EA	Water Shutdown	$ 67.00	/ EA	=$	
	EA	Fire Service	$ 58.00	/ EA	=$	
	LF	Excavation/Utility Trench	$ 1.25	/ LF	=$	
	SF	Street Patch	$ 0.67	/ SF	=$	
	SF	Warranty Fee (Street Cut)	$	/ SF	=$	
			$	/	=$	
			$	/	=$	

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance = $ 219.00 fee. **$219.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

($250.00 minimum fee)

(Effective 06/02/09) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

Redlands Regular Meeting of 03-04-2025

Truck Route Permit Required:

☐ YES ☐ NO

Closure Permit With Traffic Plan Required:

☐ YES ☐ NO

Water Shutdown Required:

☐ YES ☐ NO

Bond Required:

☐ YES ☐ NO

Conduit Material:

Conduit Size:

Calculated By

Inspected by

Municipal Utilities & Engineering

Approved By

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

ENCROACHMENT PERMIT RIDER

DOT TR-0122 (REV 05/2023)

Collected By	Permit No.
	08-24-N-UJ-0098
Rider Fee Paid	Dist/Co/Rte/PM
$ 0.00	08/SBD/10/PM 28.32
Date	Rider Number
November 14, 2024	08-24-N-RW-1033

TO:

CITY OF REDLANDS
Attn: Goutam Dobey
35 Cajon St Suite 15A
REDLANDS, CA 92373
(909)798-7584

, PERMITTEE

In compliance with your request of August 20, 2024 (DATE) we are hereby amending the above numbered encroachment permit as follows

Enter onto Route 10 right-of-way at California St. in the City of Redlands, to modify work previously approved under Permit#08-24-N-UJ-0098 by using open-trench method for recycled water pipeline installation instead of using bore and jack method (trenchless) within the State right-of-way, as per attached plans date stamped November 13, 2024, by the Caltrans District 8 Encroachment Permit Office and/or to the satisfaction of the Caltrans Representative.

All traffic control work/plans should be in compliance with Caltrans 2023 Standard Plan and 2014 California MUTCD and/or to the satisfaction of the Caltrans Representative.
Note: Contractor need to submit traffic control plan, Authorization form TR-0429, copy of bond with the City, certificate of liability insurance, and excavation shoring plan prior to any construction activity

A pre-job meeting with the assigned Caltrans Representative, Ray Behbahani, (951) 314-3548, is required at least 7 days prior to start of any work under this permit. Failure to do so may result in permit revocation with no prejudice.

Except as amended, all other terms and provisions of the original permit shall remain in effect.

CC:
#1: George Mikaeil
#2: Ray Behbahani
#3: CARLOS NOVELO
#4: RUBEN O CRUZ

APPROVED

Catalino A. Pining III, District Director

BY

Karen L Adame
Karen L Adame (Nov 18, 2024 10:00 PST)

KAREN L ADAME, District Permit Engineer

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

FM 91 1437

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

ENCROACHMENT PERMIT RIDER

DOT TR-0122 (REV 05/2023)

Collected By	Permit No.
	08-24-N-UJ-0098
Rider Fee Paid	Dist/Co/Rte/PM
$ 0.00	08/SBD/10/PM 28.32
Date	Rider Number
July 17, 2024	08-24-N-RT-0871

TO:

CITY OF REDLANDS
35 Cajon St Suite 15A
REDLANDS, CA 92373

, PERMITTEE

In compliance with your request of July 17, 2024 (DATE) we are hereby amending the above numbered encroachment permit as follows

Date of completion extended to: August 05, 2025

Except as amended, all other terms and provisions of the original permit shall remain in effect.

CC:
#1: George Mikaeil
#2: Ray Behbahani
#3: CARLOS NOVELO
#4:

APPROVED

Catalino A. Pining III, District Director

BY

Jiaqian Li (Jul 17, 2024 13:31 PDT)

JIAQIAN LI, District Permit Engineer

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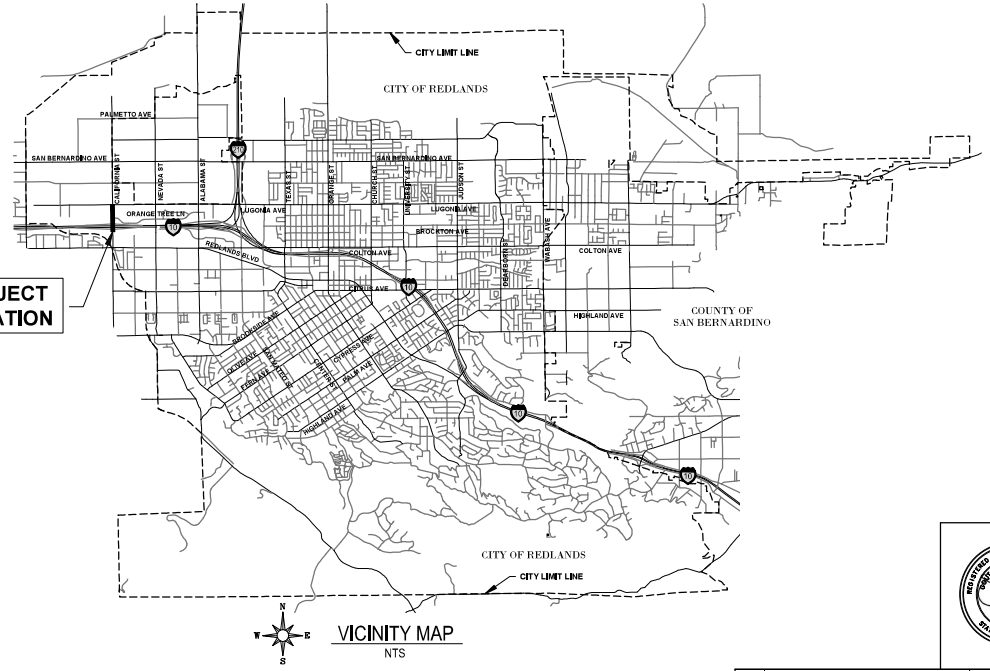
FM 91 1437

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
RECYCLED WATER FOR CALIFORNIA STREET ORANGE GROVES
LUGONIA AVENUE TO SOUTH OF I-10 FWY
PROJECT No. S531021

OCTOBER 2024



VICINITY MAP
NTS

CITY COUNCIL:

EDDIE TEJEDA, MAYOR
PAUL T. BARICH, MAYOR PRO TEM
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER
MARIO SAUCEDO, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN, JR., CITY MANAGER

DRAWING INDEX

SHEET	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	GENERAL NOTES, CONSTRUCTION NOTES AND SYMBOL LEGEND
3	STANDARD DETAILS
4	CALIFORNIA STREET: STA. 9+25.00 TO STA. 15+75.00
5	CALIFORNIA STREET: STA. 15+75.00 TO STA. 22+25.00
6	CONNECTION DETAILS

Received by:
Caltrans Dist. 08
Encroachment Permits
November 13, 2024

CALTRANS ENCROACHMENT PERMIT
NUMBER: 08-24-N-UU-0098
NUMBER: 08-24-N-RW-1033

REGISTERED PROFESSIONAL ENGINEER
GAUTAM KUMAR DUBEY
No. C55646
CIVIL
STATE OF CALIFORNIA

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

RECYCLED WATER FOR CALIFORNIA ST ORANGE GROVES
LUGONIA AVE TO SOUTH OF I-10 FWY
PROJECT No. S531021

TITLE SHEET

Designed by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024
Drawn by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024

Reviewed By: 10/30/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 10/30/2024
Gautam K. Dubey, City Engineer, R.C.E. 75646 Date

Sheet 1 of 6 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

NP-00110 - 1/6

Redlands Regular Meeting of 03-04-2025

GENERAL NOTES

1. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF QUANTITIES BEFORE SUBMITTING HIS BID. ANY ITEM OR WORK REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE ITEMS OF WORK.
2. IF SATURATED SOIL IS ENCOUNTERED DUE TO LEAKS IN THE EXISTING WATER LINE, CONTRACTOR SHALL REMOVE SATURATED MATERIAL AND REPLACE WITH A SUITABLE BACKFILL MATERIAL UNTIL ADEQUATE COMPACTION CAN BE ATTAINED BY VERIFICATION FROM THE CITY'S GEOTECHNICAL ENGINEER. PRIOR TO ANY REMOVAL OF SATURATED MATERIAL, CONTRACTOR SHALL DISCUSS THE METHODS OF REMEDIATION WITH THE CITY'S REPRESENTATIVE. APPROVAL FROM THE CITY, OR THE CITY'S REPRESENTATIVE, SHALL BE OBTAINED FOR ANY AMOUNT OF SATURATED MATERIAL REMOVAL IN WHICH THE CONTRACTOR ANTICIPATES TO BE COMPENSATED FOR. IF APPROVAL IS NOT OBTAINED ALL COSTS SHALL BE BORNE BY THE CONTRACTOR. UP TO A 14 DAY DELAY IN THE PAVING OPERATIONS MAY BE REQUESTED AFTER ALL LEAKS HAVE BEEN RESOLVED TO PROVIDE TIME FOR EXCESS MOISTURE TO DISSIPATE, AT NO ADDITIONAL COST TO THE CITY. BASE SHALL BE INSTALLED WITHIN THE TRENCH UP TO THE EXISTING PAVEMENT SURFACE AND MAINTAINED BY THE CONTRACTOR THROUGHOUT THE DURATION OF REQUESTED DELAY. A NO COST CHANGE ORDER WILL BE PREPARED TO PROVIDE THE CONTRACTOR WITH ADDITIONAL CONTRACT TIME IF SUCH DELAY IS REQUESTED BY THE CITY.
3. ALL EXISTING SIGNAGE, STRIPING, PAVEMENT MARKINGS, AND TRAFFIC LOOPS, IF REMOVED/OBLITERATED, SHALL BE REPLACED/RESTORED OF SAME KIND, AND IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION AND CITY OF REDLANDS STANDARD SPECIFICATIONS.
4. THE PLANS WERE PREPARED USING DATA FROM THE CITY OF REDLANDS GIS DEPARTMENT, THEREFORE CENTERLINE AND PARCEL LINES ARE APPROXIMATE AND FOR REFERENCE ONLY. THE CONTRACTOR SHALL ESTABLISH THE CENTERLINE OF ALL STREETS BY RECORD MAPS FOR ALL REQUIRED CONSTRUCTION STAKING. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY ADDITIONAL SURVEY RESEARCH OR INVESTIGATION TO COMPLETE STAKING.
5. ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.
6. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
7. CONTRACTOR MAY EXPERIENCE DIFFICULTY IN EXCAVATION DUE TO ROCK THROUGHOUT THE PROJECT LOCATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY THESE AREAS AND ACCOUNT FOR ANY ADDITIONAL TIME FOR EXCAVATION. THERE WILL NOT BE ADDITIONAL CONTRACT TIME OR ADDITIONAL COMPENSATION TO REMEDIATE THESE CONDITIONS.
8. CONTRACTOR TO VERIFY DEPTH, LOCATION, SIZE AND MATERIAL OF EXISTING WATERLINES PRIOR TO ORDERING FITTINGS OR CONSTRUCTION.
9. PROTECT-IN-PLACE ALL UTILITIES AND ANY OTHER EXISTING APPURTENANCES NOT SHOWN ON THESE DRAWINGS.
10. CONTRACTOR TO VERIFY EXIST. WATER SERVICES SIZE AND REPLACE & CONNECT TO NEW WATER MAIN PER PLAN AND/OR AS DIRECTED BY THE INSPECTOR.

NON-POTABLE WATER GENERAL NOTES

1. LOCATION OF ALL RECYCLED WATER MAINS SHALL CONFORM TO THE SEPARATION STANDARDS ESTABLISHED BY THE CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT.
2. ALL ABOVEGROUND NON-POTABLE WATER PIPING SHALL BE PAINTED PURPLE, PANTONE #522C.
3. ALL BURIED NON-POTABLE WATER MAINS SHALL BE INSTALLED WITH A MARKING TAPE WITH "RECYCLED WATER – DO NOT DRINK" PRINTED IN 3 INCH HIGH WHITE/BLACK LETTERING ON A PURPLE BACKGROUND INSTALLED AT THE TOP OF THE BEDDING ZONE.
4. ALL SHUTOFF VALVES, CONTROL VALVES, REGULATOR VALVES, SPRINKLER HEAD CAPS, STRAINERS, AND ALL OTHER RECYCLED WATER RELATED MATERIALS MUST BE MARKED AND TAGGED IN ENGLISH AND SPANISH WITH THE FOLLOWING:

   "WARNING – RECYCLED WATER, DO NOT DRINK" OR "AVISO – AGUA IMPURA, NO TOMAR"
5. ALL PIPING, INCLUDING DRIP SYSTEM SYSTEM PIPING SHALL BE PURPLE AND MARKED "RECYCLED WATER".
6. ALL BOLTS SHALL BE TYPE 316 STAINLESS STEEL.
7. WHERE DISSIMILAR PIPE MATERIALS COME INTO CONTACT, INSULATING FLANGE KITS SHALL BE FURNISHED AND INSTALLED. PROVIDE SUITABLE FLANGE INSULATION KIT BY PIPELINE SEAL AND INSULATOR (PSI, WWW.PIPELINESEAL.COM) OR APPROVED EQUAL.
8. IF DIP, USE "FIELD-LOK" GASKET AT EACH JOINT. THRUST BLOCKS SHALL ALSO BE REQUIRED PER THE CONSTRUCTION PLAN.
9. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH POLYETHELENE THAT MEETS AWWA STANDARDS.
10. THRUST BLOCKS SHALL BE REQUIRED AT EACH ANGLE POINT, REGARDLESS OF PIPE MATERIAL TYPE AND PER THE CONSTRUCTION PLAN AND SUBSEQUENT ADDENDA.

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

BEFORE YOU DIG
Under ground Service Alert of Southern California
Call: 811
TWO WORKING DAYS BEFORE YOU DIG

CALTRANS ENCROACHMENT NOTES

1. THESE PLANS ARE SUBMITTED TO CALTRANS IN ORDER TO PROCURE A "PARENT" ENCROACHMENT PERMIT FOR THE CITY OF REDLANDS.
2. TRAFFIC CONTROL WILL BE PROVIDED BY THE PIPE INSTALLATION CONTRACTOR WHEN APPLYING FOR THE "DOUBLE" ENCROACHMENT PERMIT.
3. A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WILL BE PROVIDED BY THE PIPE INSTALLATION CONTRACTOR WHEN APPLYING FOR THE "DOUBLE" ENCROACHMENT PERMIT.
4. THE 12-INCH WATER LINE WITHIN THE STATE RIGHT-OF-WAY SHALL BE INSTALLED PER CALTRANS ENCROACHMENT PERMIT UNDERGROUND UTILITY PROVISIONS, TR-0163 DATED MAY 2006.
5. STEEL PLATE BRIDGING USED TO COVER EXCAVATION WITHIN THE TRAVELED WAY, WHETHER TRANSVERSE OR LONGITUDINAL, SHALL COMPLY WITH CALTRANS ENCROACHMENT PERMIT STEEL PLATE BRIDGING UTILITY PROVISIONS, TR-0157 DATED APRIL 2018.
6. TRENCHES WITHIN THE STATE RIGHT-OF-WAY SHALL BE REPAIRED PER CALTRANS ENCROACHMENT PERMIT TRENCH DETAIL, TR-0153 DATED DECEMBER 2019.
7. WHERE NO CURB EXISTS AND EXCAVATIONS WITHIN 10' OF THE TRAVELED WAY ARE TO REMAIN OPEN, A TEMPORARY TYPE-K RAILING SHALL BE PLACED AT A 20:1 TAPER AND/OR PER CALTRANS CONSTRUCTION GUIDELINES FOR PLACEMENT OF TEMPORARY GUARDRAIL (K-RAIL).
8. ALL WORK AND TRAFFIC CONTROL WITHIN THE STATE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH CALTRANS STANDARD PLANS AND SPECIFICATIONS DATED 2022 AND THE 2014 CALIFORNIA MUTCD.
9. THE METHOD OF CONSTRUCTION WILL BE OPEN-TRENCHING. THE CONTRACTOR WILL BACKFILL OR COVER THE OPEN TRENCH WITH STEEL PLATES PER CALTRANS ENCROACHMENT PERMIT STEEL PLATE BRIDGING UTILITY PROVISIONS (SEE CALTRANS ENCROACHMENT PERMIT MANUAL SECTION 602.1) AT THE END OF EACH WORKING DAY.
10. THE PROPOSED PIPE INSTALLATION WITHIN CALTRANS RIGHT-OF-WAY WILL COST APPROXIMATELY:

    $ 160,000.00
11. THE LENGTH OF TIME REQUIRED FOR CONSTRUCTION WITHIN CALTRANS RIGHT-OF-WAY IS APPROXIMATELY:

    30 WORKING DAYS
12. ALL LANE CLOSURE REQUESTS SHALL BE SUBMITTED INTO "LANE CLOSURE SYSTEM (DTM)" 7 CALENDAR DAYS PRIOR TO THE REQUESTED CLOSURE FOR ANY CLOSURE WITHIN THE STATE RIGHT-OF-WAY.
13. SEE ENCROACHMENT PERMIT FOR WORKING HOURS WITHIN CALTRANS RIGHT-OF-WAY.
14. THE CALTRANS TRANSPORTATION PERMITS OFFICE REQUIRES 14 DAYS NOTICE FOR THE REDUCTION OF WIDTH AND/OR HEIGHT ON MAINLINES, WHICH ARE/OR MAY BE USED AS PART OF THEIR ROUTING OF OVERSIZED LOADS.
15. THE CALTRANS PUBLIC AFFAIRS OFFICE MUST BE MADE AWARE OF THE CONSTRUCTION ACTIVITIES ESPECIALLY "LANE CLOSURE WITH REDUCTION OF WIDTH TO TRAFFIC LANES". IN THE EVENT CALTRANS PUBLIC AFFAIRS OFFICE IS ASKED TO ISSUE PRESS RELEASES, SAID INFORMATION IS REQUIRED 7 DAYS PRIOR TO THE CLOSURE.

CALTRANS PAVING NOTES

1. HOT MIX ASPHALT (HMA) SHALL BE TYPE A, WITH 1/2-INCH AGGREGATE GRADATION AND PG 64-16 ASPHALT BINDER, AND BE CONSTRUCTED IN LIFTS BETWEEN 0.15' AND 0.20' ACCORDING TO CALTRANS STANDARD SPECIFICATIONS SECTION 39 AND STANDARD SPECIAL PROVISION 39-2.
2. PRIME COAT SHALL BE APPLIED TO THE BASE PRIOR TO PLACING THE HOT MIX ASPHALT. PRIME COAT SHALL CONFORM TO THE LATEST PROVISIONS IN SECTION 93 AND THE CALTRANS STANDARD SPECIAL PROVISION 39-1.03 C (3).
3. TACK COAT SHALL BE APPLIED TO EXISTING PAVEMENT INCLUDING PLANED SURFACES, BETWEEN LAYERS OF HMA AND VERTICAL SURFACES OF CURBS, GUTTERS, AND CONSTRUCTION JOINTS. TACK COAT MUST COMPLY WITH THE SPECIFICATIONS FOR ASPHALTIC EMULSION IN SECTION 94 – "ASPHALTIC EMULSION" OR ASPHALT BINDER IN SECTION 92 – "ASPHALTS".
4. RELATIVE COMPACTION OF 95 PERCENT SHALL BE OBTAINED FOR A MINIMUM DEPTH OF 2.5 FEET OF THE SUBGRADE, ACCORDING TO SECTION 19, "EARTHWORK." CONTROLLED LOW-STRENGTH MATERIAL (CLSM) SHALL COMPLY WITH STANDARD SPECIFICATIONS SECTION 19-3.02F AND 19-3.03.
5. AGGREGATE BASE SHOULD BE CONSTRUCTED ACCORDING TO SECTION 26, "AGGREGATE BASES".

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT SPECIAL PROVISIONS

STEEL PLATE BRIDGING UTILITY

TR-0157 (Rev. 04/2018)

To accommodate excavation work, steel plate bridging may be necessary. All conditions for use of steel plate bridging should be set forth in the special provisions.

Consideration of steel plate bridging should take into account the following factors:

1. Traffic speed.
2. Traffic Volume and Composition.
3. Duration and dimensions (width & daily estimated lengths) of the proposed excavation.
4. Weather conditions.

When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal, cannot be properly completed within a work day, steel plate bridging with anon-skid surface and shoring (see Trench ng & Shoring) may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

1. Steel plate bridging on freeways is not allowed.
2. Steel plates used for bridging must extend a minimum of 12" beyond the edges of the trench.
3. Steel plate bridging shall be installed to operate with minimum noise.
4. The trench shall be adequately shored, (as mentioned in Section 603.6B.2 of the Encroachment Permits Manual) to support the bridging and traffic loads.
5. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) described below, is used.
6. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

As required by the district, steel plate bridging and shoring shall be installed using either Method (1) or (2):

Method 1 For speeds of 45 MPH or greater:

The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" into the pavement. Subsequent plates are to be butted and tack welded to each other.

Method 2 For Speeds less than 45 mph:

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" into the pavement. Subsequent plates are to be butted and tack welded to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5% with a minimum 12" taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry, epoxy or an equivalent that is satisfactory to the Caltrans' representative.

The permittee is responsible for maintenance of the steel plates, shoring, asphalt concrete ramps, and ensuring that they meet minimum specifications. Unless specifically noted or granted in the special provisions, or approved by the State representative, steel plate bridging shall not exceed 4 consecutive working days in any given week. Backfilling of excavations shall be covered with a minimum 3" temporary layer of cold asphalt concrete.

The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual).

Trench Width	Minimum Plate Thickness
10"	½"
1'-11"	½"
2'-7"	7/8"
3'-5"	1"
5'-3"	1 ½"

NOTE: For spans greater than 5'-3", a structural design shall be prepared by a California registered civil engineer.

All steel plates within the right of way whether used in or out of the traveled way shall be without deformation. Inspectors can determine the trueness of steel plates by using a straight edge and should reject any plate that is permanently deformed.

Steel plates used in the traveled portion of the highway shall have a surface that was manufactured with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342 (See Appendix H, Encroachment Permits Manual). If a different test method is used, the permittee may utilize standard test plates with known coefficients of friction available from each Caltrans District Materials Engineer to correlate skid resistance results to California Test Method 342. Based on the test data, the permittee shall determine what amount of surface wear is acceptable, and independently ascertain when to remove, test, or resurface an individual plate.

Caltrans Inspectors should not enforce plate removal unless it is permanently deformed or delivered without the required surfacing. However, an inspector should document in a diary all contacts with the contractor.

A "Rough Road" (W8-8) sign and a "Steel Plate Ahead" (W8-26) sign with black lettering on an orange background must be used in advance of steel plate bridging along with the required construction area signs. These signs must be used along with any other construction area signs.

Surfacing requirements are not necessary for steel plates used in parking strips, on shoulders not used for turning movements, or on connecting driveways, etc., not open to the public.

POTABLE WATER GENERAL NOTES

1. ALL SERVICE CONNECTIONS TO BE MINIMUM ONE INCH COPPER LATERALS.
2. THE CONTRACTOR SHALL MAKE ALL WATER MAIN CONNECTIONS TO EXISTING WATER MAINS, UNLESS OTHERWSE NOTED WITHIN THE PLANS.
3. HYDROSTATIC TEST TO 225 P.S.I. IN ACCORDANCE WITH SECTION 15144 OF THE TECHNICAL SPECIFICATIONS.
4. CONTRACTOR SHALL NOTIFY CITY 14 CALENDAR DAYS PRIOR TO THE REQUESTED SHUTDOWN OF ANY WATER MAIN.
5. INSTALLATION SHALL CONFORM TO MANUFACTURERS SPECIFICATIONS AND LATEST CITY SPECIFICATIONS AND/OR AS DIRECTED BY THE ENGINEER.
6. ALL VALVES INSTALLED BY THE CONTRACTOR SHALL BE ACCESSIBLE FOR OPERATION WITH COMPLETE VALVE BOX TO GRADE DIRECTLY FOLLOWING CONNECTION TO EXISTING WATER SYSTEM.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE SIZING OF THRUST BLOCKS BASED ON FIELD CONDITIONS. THE SIZE SHOWN ON THE PLANS IS THE MINIMUM SIZE REQUIRED.
8. SAND BEDDING AND BACKFILL TO A DEPTH OF 12" ABOVE PIPE IS REQUIRED AND SHALL CONFORM WITH THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS (LATEST EDITION).
9. IF WATER MAINS ARE ABANDONED AS A RESULT OF THIS PROJECT THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RECONNECTION OR REPLACEMENT OF SERVICE LATERALS AS DIRECTED BY THE CITY INSPECTOR. SERVICE LATERALS THAT ARE REPLACED SHALL BE THE SAME SIZE AS EXISTING, BUT NO LESS THAN ONE INCH.
10. ALL VALVES INSTALLED ON PIPELINES TO BE ABANDONED BY THIS PROJECT SHALL BE ABANDONED PER DETAIL ON SHEET 4, WHETHER SPECIFIED ON PLANS OR NOT.
11. THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING CITY WATER SYSTEM VALVES.
12. CONTRACTOR TO FIELD VERIFY THE DEPTH, LOCATION, SIZE, MATERIAL AND CONFIGURATION OF EXISTING WATERLINES AND CONNECTION POINTS PRIOR TO ORDERING FITTINGS OR BEGINNING CONSTRUCTION AT EACH LOCATION. IF THE CONNECTION POINT VARIES FROM WHAT IS SHOWN ON PLANS CONTACT ENGINEER IMMEDIATELY. THERE SHALL BE NO ADDITIONAL COMPENSATION OR RESTOCKING FEES FOR INCORRECT FITTINGS TO FACILITATE CONNECTION TO EXISTING WATERLINES, IF NOT VERIFIED IN ACCORDANCE WITH THESE DIRECTIONS.
13. ALL VALVE CAN LIDS TO BE PAINTED BLUE AND FH VALVES TO BE PAINTED RED BY THE CONTRACTOR.
14. ALL ABANDONED PIPELINES SHALL BE CAPPED/PLUGGED PER SECTION 02222 OF THE GENERAL REQUIREMENTS.
15. ALL FITTINGS, VALVES, APPURTENANCES, ETC. REMOVED WITHIN THE SCOPE OF THIS PROJECT SHALL BE SALVAGED AND RETURNED TO THE CITY YARD AT 1270 PARK AVENUE.
16. ALL FITTINGS AND VALVES SHALL HAVE RESTRAINED JOINTS, WHETHER SHOWN ON PLANS OR NOT.
17. FIRE HYDRANTS SHOWN ON THE PLANS ARE APPROXIMATE LOCATION AND SHALL BE FIELD LOCATED WITH DIRECTION FROM CITY STAFF.
18. IF EXISTING WATER LINE IS IN CONFLICT, CONTRACTOR TO INSTALL RISER AND 6" PIPE RUN AFTER PRESSURE TESTING PROPOSED WATER LINE & ABANDONING EXISTING WATER LINE. EXACT LOCATION FOR FIRE HYDRANT/BLOW-OFF TO BE DETERMINED BY THE INSPECTOR DURING CONSTRUCTION.

CONSTRUCTION NOTES / QUANTITIES

1A	INSTALL 8-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP	510 LF
1B	INSTALL 12-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP	350 LF
2	INSTALL 12" NON-POTABLE GATE VALVE WITH VALVE CAN PER DETAIL 3, SHEET 3	1 EA
3	INSTALL 16-INCH X 16-INCH X 12-INCH FLANGED TEE WITH RESTRAINED JOINTS	1 EA
4	INSTALL 45° BEND WITH RESTRAINED JOINTS (SIZE PER PLAN)	3 EA
5	INSTALL 4-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP AT 30" MINIMUM COVER	100 LF
6	INSTALL 16-INCH RESTRAINED COUPLING	1 EA
7	INSTALL RESTRAINED COUPLING (SIZE PER PLAN)	2 EA
8	ABANDON EXISTING 6" PVC OR 12" PVC WATER MAIN IN PLACE	PER PLAN
9	CONSTRUCT THRUST BLOCK PER "TYPICAL THRUST BLOCK DETAIL" ON SHEET 3	1 EA
10	CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF EXISTING UTILITY	PER PLAN
11	TRENCH, BACKFILL AND PAVEMENT REPAIR PER DETAIL 1, SHEET 3	PER PLAN
12	RESTRAIN ALL JOINTS	PER PLAN
13	INSTALL 4" NON-POTABLE GATE VALVE WITH VALVE CAN PER DETAIL 3, SHEET 3	2 EA
14	INSTALL 8-INCH X 8-INCH X 4-INCH FLANGED TEE WITH RESTRAINED JOINTS	2 EA
15	IF EXISTING UTILITY ELEVATION CONFLICTS WITH PROPOSED PIPELINE INSTALL DROP SECTION PER DETAIL 5, SHEET 3 OR INCREASE COVER TO PROVIDE MINIMUM SEPARATION	5 EA
16	INSTALL 3-INCH METER W/ SERVICE CONNECTION PER CITY OF REDLANDS STANDARD	2 EA
17	INSTALL 3-INCH BACK-FLOW DEVICE PER CITY OF REDLANDS STANDARD	1 EA
18	1-1/2 INCH AC GRIND AND 1-1/2 AC OVERLAY	56,000 SF
19	INSTALL STRIPING, LEGENDS, LOOPS PER PLAN AND QUANTITY TABLE ON SHEET 6	PER PLAN
20	INSTALL 14-INCH STEEL CASING PER DETAIL "E" ON SHEET 6	510 LF

SYMBOL LEGEND

EXISTING SEWER AND MANHOLE
EXISTING WATER & VALVE
EXISTING BLOWOFF ASSEMBLY
EXISTING WATER METER
EXISTING SEWER LATERAL
EXISTING FIRE HYDRANT
EXISTING AIR RELEASE VALVE
PROPOSED FIRE HYDRANT
PROPOSED WATER SERVICE
ROADWAY CENTERLINE
PROPERTY – R/W LINE
PROPOSED WATER & VALVE
EDGE OF PAVEMENT
EXISTING CURB & GUTTER
1234 STREET ADDRESS
RJ RESTRAINED JOINTS

DETAIL 1 / SCALE – "SHOWN ON" SHEET NUMBER

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

Received by:
Caltrans Dist. 08
Encroachment Permits
November 13, 2024

CALTRANS ENCROACHMENT PERMIT
NUMBER: 08-24-N-UJ-0098

REGISTERED PROFESSIONAL ENGINEER GAUTAM KUMAR BOSE No. C75646 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

RECYCLED WATER FOR CALIFORNIA ST ORANGE GROVES
LUGONIA AVE TO SOUTH OF I-10 FWY
PROJECT No. S531021
GENERAL NOTES, CONSTRUCTION NOTES AND SYMBOL LEGEND

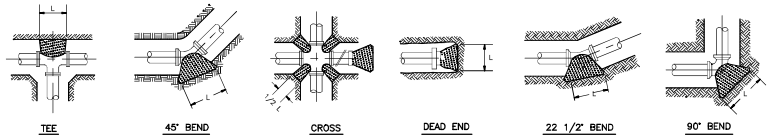
Designed by: GD Date: OCT 2024
Checked by: GN Date: OCT 2024
Drawn by: GD Date: OCT 2024
Checked by: GN Date: OCT 2024

Reviewed by: Gerard J. Heijmulens, Civil Engineer, R.C.E. 93200 — 10/30/2024
Approved by: Gautam K. Bose, Civil Engineer, R.C.E. 75646 — 10/30/2024 — Date

Sheet 2 of 6 Sheets
Scale: Horiz. AS SHOWN Vert. AS SHOWN

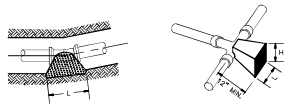
NP-00110 - 2/6

\\CVD2\Engineering\Capital Projects\S531000 RECRWSPROJECT\Projects\Phase 1B - Caltrans St Orange Groves Project\1-EE\CIVIL\S-0110.dwg



GENERAL NOTES

1. CONCRETE SHALL BE 560-C-3250 PER GREENBOOK, LATEST EDITION.
2. THRUST BLOCKS SHALL BEAR AGAINST UNDISTURBED SOIL. BACKFILL COMPACTED TO 95% RELATIVE COMPACTION, OR CLASS 100-E-100 SLURRY PER GREENBOOK, LATEST EDITION.
3. BEARING AREAS L X H ARE COMPUTED FOR TEST PRESSURES OF 225 PSI IN MAINS LAID IN A COHESIONLESS SOIL (C=0) WITH INTERNAL ANGLE OF FRICTION OF 37°, A UNIT WEIGHT OF 110 PCF, AND AT LEAST 32" OF COVER.
4. BEARING AREAS L X H SHALL BE APPROVED BY THE CITY WHERE MAINS: (A) BEAR AGAINST WEAKER SOIL THAN DESCRIBED ABOVE, (B) HAVE LESS THAN 32" OF COVER, OR (C) ARE NOT REPRESENTED BY A FITTING OR SIZE SHOWN HEREON.
5. L IS APPROXIMATELY EQUAL TO H FOR SMALLER THRUST BLOCKS. L IS GREATER THAN H FOR LARGER THRUST BLOCKS. H SHALL NOT EXCEED TRENCH HEIGHT.



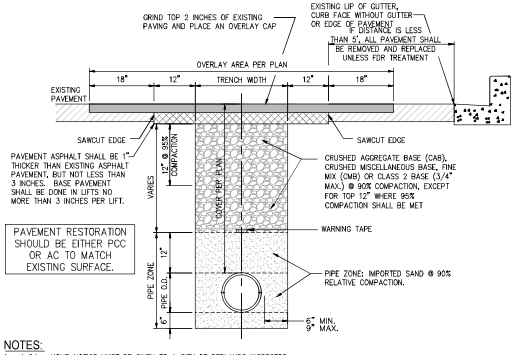
THRUST BLOCK SIZES

Bearing Area (sq-ft) and Thrust Block Dimensions (in)

PIPE SIZE (inches)	DEAD END			TEE OR CROSS			90° BEND			45° BEND			22.5° BEND			11.25° BEND		
	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)
4	2.0	17	17	2.0	17	17	2.9	21	21	1.9	17	17	1.0	12	12	0.4	8	8
6	4.3	25	25	4.3	25	25	6.0	30	30	4.3	25	25	2.2	18	18	1.0	12	12
8	7.4	36	30	7.4	36	30	10.5	42	36	7.6	37	30	3.9	24	24	1.9	17	17
10	12.1	42	42	12.1	42	42	17.1	59	42	10.3	42	36	5.5	30	27	3.1	22	22
12	17.2	52	48	17.2	52	48	24.3	73	48	17.2	52	48	8.7	42	30	4.3	26	24
16	26.7	72	54	26.7	72	54	37.8	101	54	30.6	82	54	15.6	54	42	7.8	38	30

TYPICAL THRUST BLOCK DETAIL

SCALE: N.T.S.

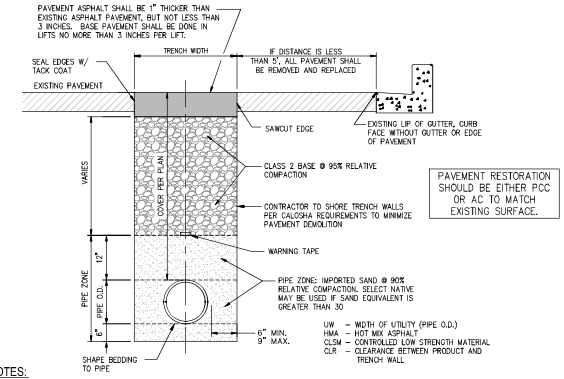


NOTES:

1. A 24 – HOUR NOTICE MUST BE GIVEN TO A CITY OF REDLANDS INSPECTOR.
2. TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH "WORK AREA TRAFFIC CONTROL HANDBOOK".
3. SAWCUT A CLEAN, STRAIGHT, VERTICAL EDGE APPROXIMATELY 1 FOOT BEYOND THE EDGE OF THE TRENCH WIDTH. ALL LIQUIDS GENERATED BY SAW CUTTING SHALL BE VACUUMED AND LEGALLY DISPOSED OF IN COMPLIANCE WITH THE FEDERAL CLEAN WATER ACT. SAW CUTTING MUST BE COMPLETED IN ADVANCE OF PAVEMENT REPAIR.
4. UNTIL PERMANENT PAVEMENT IS REPLACED OVER A BACKFILLED TRENCH, A MINIMUM 2" THICKNESS OF TEMPORARY ASPHALT CONCRETE PAVING SHALL BE PLACED WITHIN THE TRENCH AREA. THE TEMPORARY PAVING SHALL BE PLACED AND COMPACTED IN SUCH A MANNER AS TO PROVIDE A SAFE AND SMOOTH CONDITION UNTIL PERMANENT PAVING IS ON PLACE. TEMPORARY PAVING SHALL BE MAINTAINED DAILY.
5. REMOVE THE REPAIR SECTION TO A DEPTH OF 1 INCH GREATER THAN THE EXISTING PAVEMENT, BUT NO LESS THAN 3 INCHES.
6. TACK COAT SHALL BE SS1H ASPHALT EMULSION.
7. APPLY AN EVEN TACK COAT TO DRY AND CLEAN VERTICAL EDGES.
8. BASE COURSE SHALL BE B – PG 64-10 (3/4") ASPHALT CONCRETE AND COMPACTED TO MINIMUM 95% RELATIVE COMPACTION.
9. INSPECTOR MUST BE NOTIFIED TO INSPECT BASE PAVING BEFORE APPLYING FINISHING CAP. ALLOW A MINIMUM OF 72 HOURS BEFORE APPLYING FINISHING CAP.
10. APPLY AN EVEN HOT TACK COAT TO EDGES AND SURFACE TO BE CAPPED.
11. FINISH CAP SHALL BE C2 – PG 64-10 (1/2") ASPHALT CONCRETE AND COMPACTED TO MINIMUM 95% RELATIVE COMPACTION.
12. APPLY SEAL COAT TO FINISHED EDGES USING SS1H EMULSION.
13. APPLY #30 SILICA SAND TO EDGES OF FINISHED PAVEMENT.
14. FINISHED SURFACE SHALL EXHIBIT A SMOOTH, UNIFORM APPEARANCE, FREE OF VOIDS AND SEGREGATION.
15. TRAFFIC CONTROL IS TO REMAIN IN PLACE UNTIL THE NEW PAVEMENT IS ALLOWED TO COOL TO A POINT THAT IT CAN SUSTAIN MOTOR VEHICLES WITHOUT SCUFFING OR RUTTING.
16. ALL UNDERGROUND SERVICE ALERT (USA) MARKINGS SHALL BE MARKED USING MARKING CHALK ONLY. ALL USA MARKINGS SHALL BE REMOVED WITHIN 30 DAYS FROM COMPLETION OF CONSTRUCTION ACTIVITY, USING A CITY APPROVED METHOD OF REMOVAL. UTILIZING PAINT TO COVER OVER MARKINGS WILL NOT BE ACCEPTED.
17. BASE PAVING MAY NOT BE INSTALLED UNTIL ALL PIPELINE IS TESTED AND ACCEPTED. CONTRACTOR SHALL MAINTAIN TEMPORARY ASPHALT PAVEMENT UNTIL THIS CONDITION IS MET AND PERMANENT PAVING OPERATIONS MAY BEGIN.

T-CUT TRENCH REPAIR DETAIL 1

NOT TO SCALE



NOTES:

1. HOT MIX ASPHALT (HMA) SHALL BE TYPE A, WITH 1/2-INCH AGGREGATE GRADATION AND PG 64-16 ASPHALT BINDER, AND BE CONSTRUCTED IN LIFTS BETWEEN 0.15' AND 0.20' ACCORDING TO CALTRANS STANDARD SPECIFICATIONS SECTION 39 AND STANDARD SPECIAL PROVISION 39-2.
2. PRIME COAT SHALL BE APPLIED TO THE BASE PRIOR TO PLACING THE HOT MIX ASPHALT. PRIME COAT SHALL CONFORM TO THE LATEST PROVISIONS IN SECTION 93 AND THE CALTRANS STANDARD SPECIAL PROVISION 39-1.03 C (3).
3. ALL METHODS OF COMPACTION SHALL BE BY MECHANICAL MEANS. PONDING, JETTING OR FLOODING SHALL NOT BE ALLOWED.
4. AGGREGATE BASE SHALL CONFORM TO SECTION 26 OF THE STANDARD SPECIFICATIONS.
5. WHEN CLSM IS UTILIZED THE MIX DESIGN AND TEST RESULTS SHALL BE SUBMITTED TO THE STATE'S REPRESENTATIVE.CONTROLLED LOW-STRENGTH MATERIAL (CLSM) SHALL COMPLY WITH STANDARD SPECIFICATIONS SECTION 19-3.02F AND 19-3.03.
6. ALL WORK SHALL BE AS AUTHORIZED BY THE APPROVED ENCROACHMENT PERMIT PLANS, AND/OR AS DIRECTED BY THE STATE'S REPRESENTATIVE.
7. COLD PLANING AND RE-SURFACING OVERLAY SHALL BE PARALLEL TO THE ROADWAY AND TO THE NEAREST LANE LINE FOR THE ENTIRE LENGTH OF THE TRENCH/DISTURBED AREAS, AND/OR AS DIRECTED BY THE STATE'S REPRESENTATIVE.
8. WHEN COLD PLANING IS REQUIRED, THE MINIMUM SHALL BE 0.16' OR AS DIRECTED BY THE STATE'S REPRESENTATIVE TO ACCOMMODATE FIELD CONDITIONS.
9. COLD PLANING MAY BE REQUIRED AT THE DIRECTION OF THE STATE'S REPRESENTATIVE TO ACCOMMODATE THE PLACEMENT OF STEEL PLATES.
10. WHEN TRENCH PLACEMENT IS WITHIN 4' OF CURB & GUTTER, ADDITIONAL COLD PLANING MAY BE REQUIRED AT THE DISCRETION OF THE STATE'S REPRESENTATIVE.
11. ANY PAVEMENT MARKINGS AND/OR STRIPING REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AS DIRECTED BY THE STATE'S REPRESENTATIVE.
12. OTHER TRENCH RELATED DETAILS ARE SHOWN IN FIGURE 6.1, CHAPTER 6 OF THE ENCROACHMENT PERMITS MANUAL.
13. A PAINT BINDER (TACK COAT) OF ASPHALTIC EMULSION CONFORMING TO SECTION 39-4.02, PRIME COAT & PAINT BINDER (TACK COAT) SHALL BE FURNISHED AND APPLIED.
14. TACK COAT SHALL BE APPLIED TO EXISTING PAVEMENT INCLUDING PLANED SURFACES, BETWEEN LAYERS OF HMA AND VERTICAL SURFACES OF CURBS, GUTTERS, AND CONSTRUCTION JOINTS. TACK COAT MUST COMPLY WITH THE SPECIFICATIONS FOR ASPHALTIC EMULSION IN SECTION 94 – "ASPHALTIC EMULSION" OR ASPHALT BINDER IN SECTION 92 – "ASPHALTS".

CALTRANS TRENCH & BEDDING RESTORATION DETAIL 2

NOT TO SCALE

BASIC SEPARATION STANDARDS

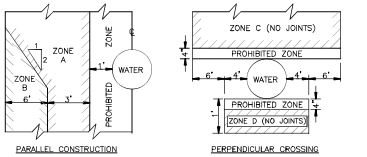
1. PARALLEL CONSTRUCTION: THE HORIZONTAL DISTANCE BETWEEN DOMESTIC WATER AND RECLAIMED WATER LINES AND SEWER LINES SHALL BE AT LEAST 10 FEET, OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
2. PERPENDICULAR CONSTRUCTION (CROSSING): WATER LINES SHALL BE AT LEAST ONE FOOT ABOVE SEWER AND RECLAIMED WATER LINES WHERE THESE LINES MUST CROSS.
3. SPECIAL PROVISIONS: WHERE THE BASIC SEPARATION STANDARDS CANNOT BE ATTAINED ALTERNATIVE CONSTRUCTION CRITERIA ARE SHOWN BELOW:

GENERAL NOTES:

1. NO PIPE JOINTS SHALL BE PERMITTED WITHIN ZONE D AND ZONE C, IF THAT CANNOT BE ACCOMPLISHED, THE NEW LINE SHALL BE ENCASED FOR THE FULL LENGTH OF THE RESPECTIVE ZONE.
2. NEW SEWER FORCE MAINS SHALL NOT BE PERMITTED IN ZONES A THROUGH D.
3. THE MATERIALS OF NEW LINES AT CROSSINGS SHALL BE CONSISTENT WITH OTHER NEW MATERIALS I.E., STEEL ON A STEEL LINE.
4. THESE CONSTRUCTION CRITERIA APPLY TO HOUSE SEWER LATERALS THAT CROSS ABOVE A WATER MAIN, BUT NOT TO THOSE THAT CROSS BELOW A WATER LINE.
5. WHEN INSTALLING NEW DOMESTIC WATER D.I.P. BELOW AN EXISTING HOUSE SEWER LATERAL, THE REQUIRED ZONE C LENGTH CAN BE THAT OF A TYPICAL 18-FOOT STICK.

SITUATION:

LOCATION OF NEW SEWER & RECLAIMED WATER LINES TO EXISTING DOMESTIC WATER LINE.



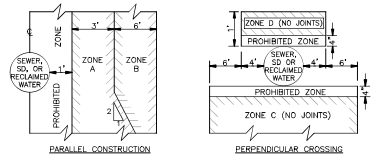
PARALLEL CONSTRUCTION — PERPENDICULAR CROSSING

IF ANY SEWER OR RECLAIMED WATER PIPELINES ARE TO BE CONSTRUCTED WITHIN ANY OF THE ABOVE INDICATED ZONES, SPECIAL CONSTRUCTION SHALL BE REQUIRED AS DESCRIBED BELOW.

ZONE	SEWER	RECLAIMED WATER
A.	DO NOT LOCATE ANY PARALLEL SEWER OR RECLAIMED WATER LINES IN THIS AREA WITHOUT A STATE AND LOCAL HEALTH DEPARTMENT APPROVAL.	
B.	USE V.C.P., CLASS 200 PVC, OR D.I.P. WITH COMPRESSION JOINTS.	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900
C.	USE D.I.P. WITH MECHANICAL JOINTS OR CLASS 200 P.V.C. – AWWA C900	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900
D.	USE D.I.P. OR CLASS 200 P.V.C. – AWWA C900	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900

SITUATION:

LOCATION OF NEW DOMESTIC TO EXISTING SEWER & RECLAIMED WATER LINES.



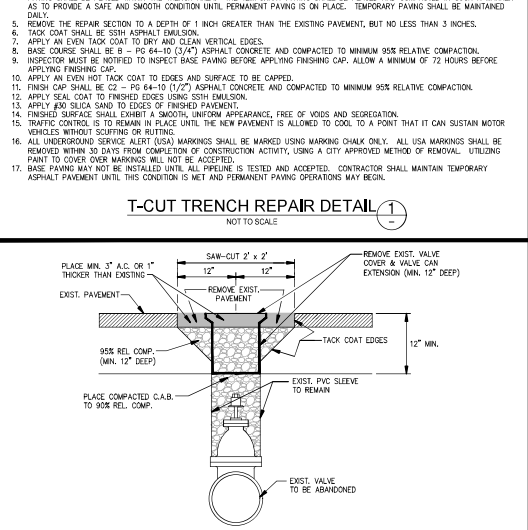
PARALLEL CONSTRUCTION — PERPENDICULAR CROSSING

IF ANY WATER LINE IS TO BE CONSTRUCTED WITHIN ANY OF THE ABOVE INDICATED ZONES, SPECIAL CONSTRUCTION SHALL BE REQUIRED AS DESCRIBED BELOW.

ZONE	DOMESTIC WATER (SEE GENERAL NOTE 3)
A.	DO NOT LOCATE ANY PARALLEL DOMESTIC WATER LINE IN THIS AREA A WITHOUT STATE AND LOCAL HEALTH DEPARTMENT APPROVAL.
B.	USE D.I.P. OR WELDED CML & C STEEL
C.	USE D.I.P. OR WELDED CML & C STEEL
D.	USE D.I.P. OR WELDED CML & C STEEL

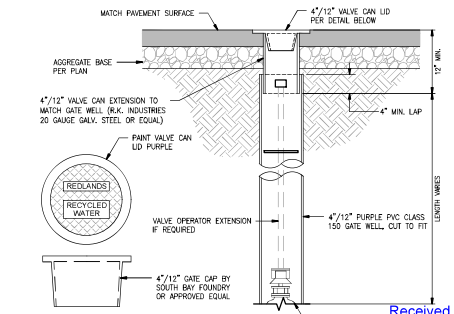
WATER AND SEWER SEPARATION STANDARDS

(MINIMUM REQUIREMENTS AS ESTABLISHED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES)



ABANDON EXISTING VALVE DETAIL 4

SCALE: N.T.S.

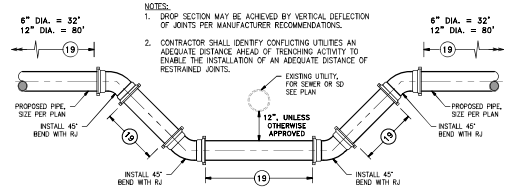


NOTES

1. VALVE CANS SHALL NOT BE LOCATED IN A GUTTER OR CROSS GUTTER.
2. WHERE DEPTH TO VALVE OPERATOR IS GREATER THAN 6 FEET INSTALL AN OPERATOR EXTENSION.

NON-POTABLE WATER VALVE CAN 3

NOT TO SCALE



NOTES:

1. DROP SECTION MAY BE ACHIEVED BY VERTICAL DEFLECTION OF JOINTS PER MANUFACTURER RECOMMENDATIONS.
2. CONTRACTOR SHALL IDENTIFY CONFLICTING UTILITIES AN ADEQUATE DISTANCE AHEAD OF TRENCHING ACTIVITY TO ENABLE THE INSTALLATION OF AN ADEQUATE DISTANCE OF RESTRAINED JOINTS.

TYPICAL DROP SECTION DETAIL 5

NOT TO SCALE

Received by:
Caltrans Dist. 08
Encroachment Permits
November 13, 2024

CALTRANS ENCROACHMENT PERMIT
NUMBER: 08-24-N-UJ-0098

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

Under ground Service Alert of Southern California
Call: 811
TWO WORKING DAYS BEFORE YOU DIG

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER ANILKUMAR SOOD No. C75848 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

RECYCLED WATER FOR CALIFORNIA ST ORANGE GROVES
LUGONIA AVE TO SOUTH OF I-10 FWY
PROJECT No. S531021
STANDARD DETAILS

Designed by: GD Date: OCT 2024
Checked by: GN Date: OCT 2024
Drawn by: GD Date: OCT 2024
Checked by: GN Date: OCT 2024

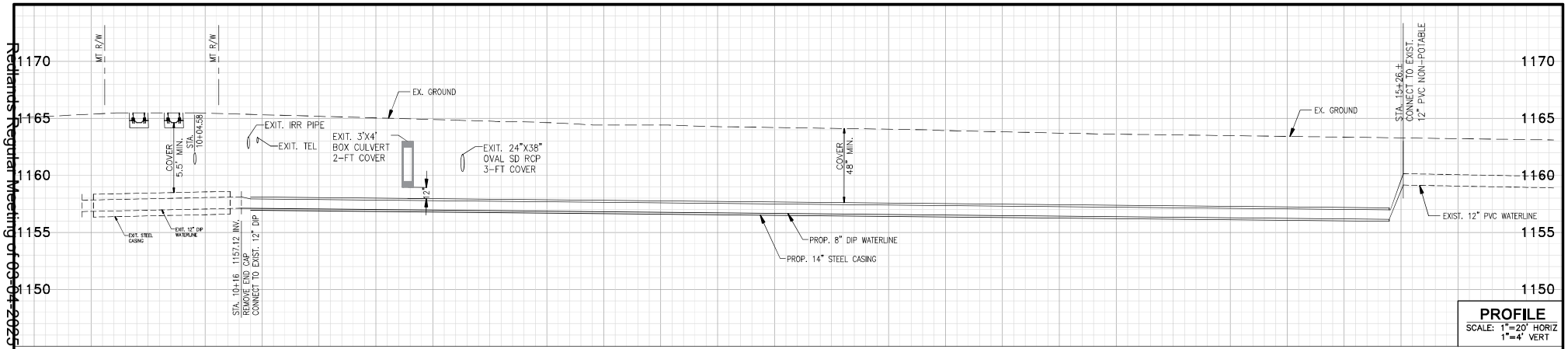
Reviewed by: Gerard J. Heijmulders, Civil Engineer, R.C.E. 93200 10/30/2024
Approved by: Gautam K. Sood, Civil Engineer, R.C.E. 75846 10/30/2024 Date

Sheet 3 of 6 Sheets
Scale: Horiz. AS SHOWN Vert. AS SHOWN

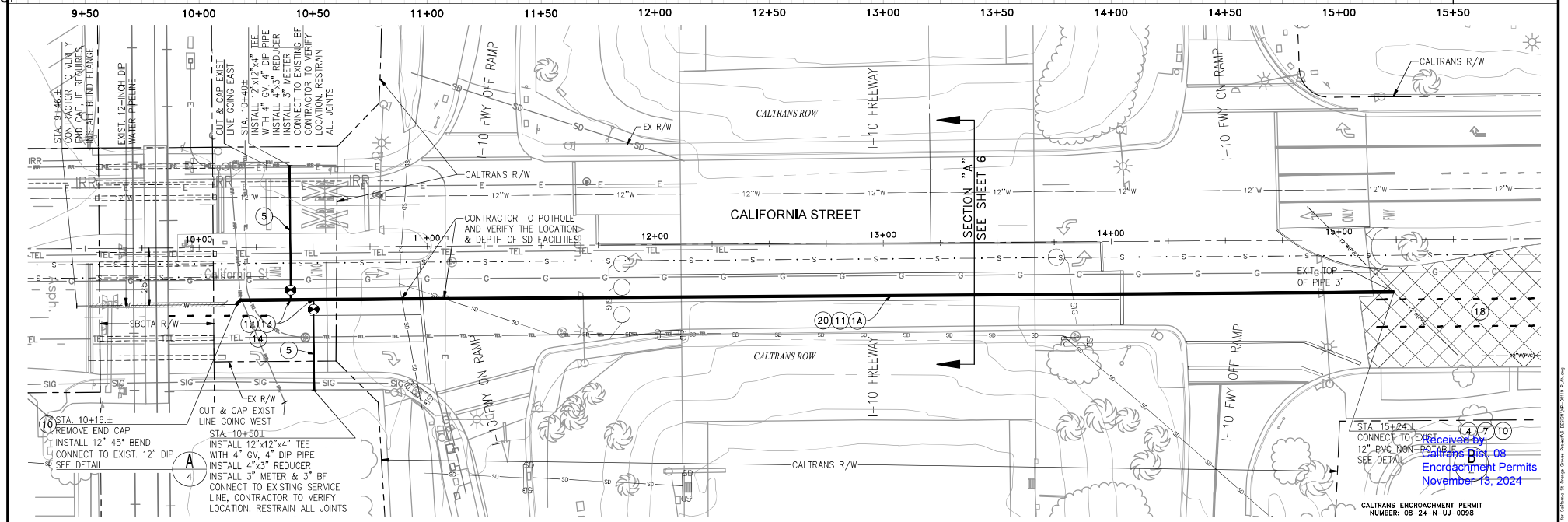
NP-00110 - 3/6

\\RCD\Engineering\Capital Projects\S531000 RECYCLED\Project Folder for Caltrans St Orange Groves Project\4 EE\CIVIL\S-00110 PLAN.dwg

Redlands Regular Meeting of 03-04-2025



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT



Received by:
Caltrans Dist. 08
Encroachment Permits
November 13, 2024

CALTRANS ENCROACHMENT PERMIT
NUMBER: 08-24-N-UJ-0098

ENGINEER'S NOTICE TO CONTRACTOR

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Under ground Service Alert of Southern California
Call: 811
TWO WORKING DAYS BEFORE YOU DIG

CONSTRUCTION NOTES

1A. INSTALL 8-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP AT 48" MINIMUM COVER
4. INSTALL 45° BEND WITH RESTRAINED JOINTS (SIZE PER PLAN)
5. INSTALL 4-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP AT 30" MINIMUM COVER
7. INSTALL RESTRAINED COUPLING (SIZE PER PLAN)
8. ABANDON EXISTING 6" PVC OR 12" PVC WATER MAIN IN PLACE
9. CONSTRUCT THRUST BLOCK PER "TYPICAL THRUST BLOCK DETAIL" ON SHEET 3
10. CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF EXISTING UTILITY
11. TRENCH, BACKFILL AND PAVEMENT REPAIR PER DETAIL 1, SHEET 3 (PER DETAIL 2, SHEET 3 WITHIN CALTRANS RIGHT-OF-WAY)
12. RESTRAIN ALL JOINTS
13. INSTALL 4" NON-POTABLE GATE VALVE WITH VALVE CAN PER DETAIL 3, SHEET 3
14. INSTALL 8-INCH X 8-INCH X 4-INCH FLANGED TEE WITH RESTRAINED JOINTS
15. IF EXISTING UTILITY ELEVATION CONFLICTS WITH PROPOSED PIPELINE INSTALL DROP SECTION PER DETAIL 5, SHEET 3 OR INCREASE COVER TO PROVIDE MINIMUM SEPARATION
16. INSTALL 3-INCH METER W/ SERVICE CONNECTION PER CITY OF REDLANDS STANDARD
17. INSTALL 3-INCH BACK-FLOW DEVICE PER CITY OF REDLANDS STANDARD
18. 1-1/2 INCH AC GRIND AND 1-1/2 AC OVERLAY
19. INSTALL STRIPING, LEGENDS, LOOPS PER PLAN AND QUANTITY TABLE ON SHEET 6
20. INSTALL 14-INCH STEEL CASING PER DETAIL 'E' ON SHEET 6.

GRAPHIC SCALE
SCALE: 1" = 20'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER GAUTAM KUMAR DOBBY No. C75646 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

RECYCLED WATER FOR CALIFORNIA ST ORANGE GROVES
LUGONIA AVE TO SOUTH OF I-10 FWY
PROJECT No. S531021
CALIFORNIA STREET
STA. 9+25.00 TO STA. 15+75.00

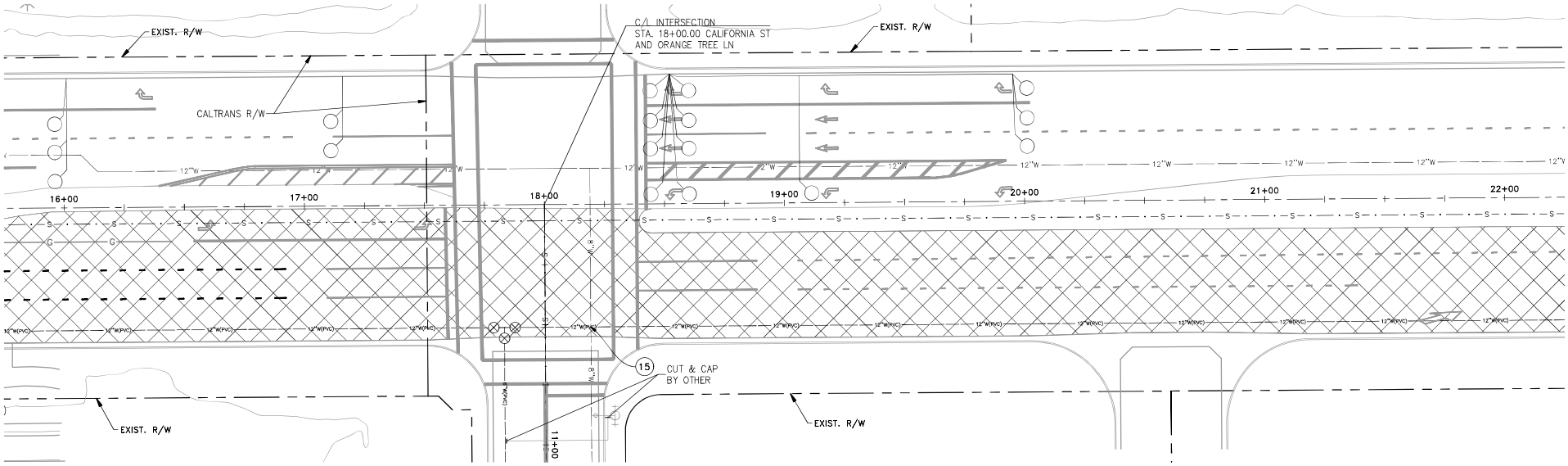
Designed by: GD Date: OCT 2024
Checked by: GN Date: OCT 2024
Drawn by: GD Date: OCT 2024
Checked by: GN Date: OCT 2024

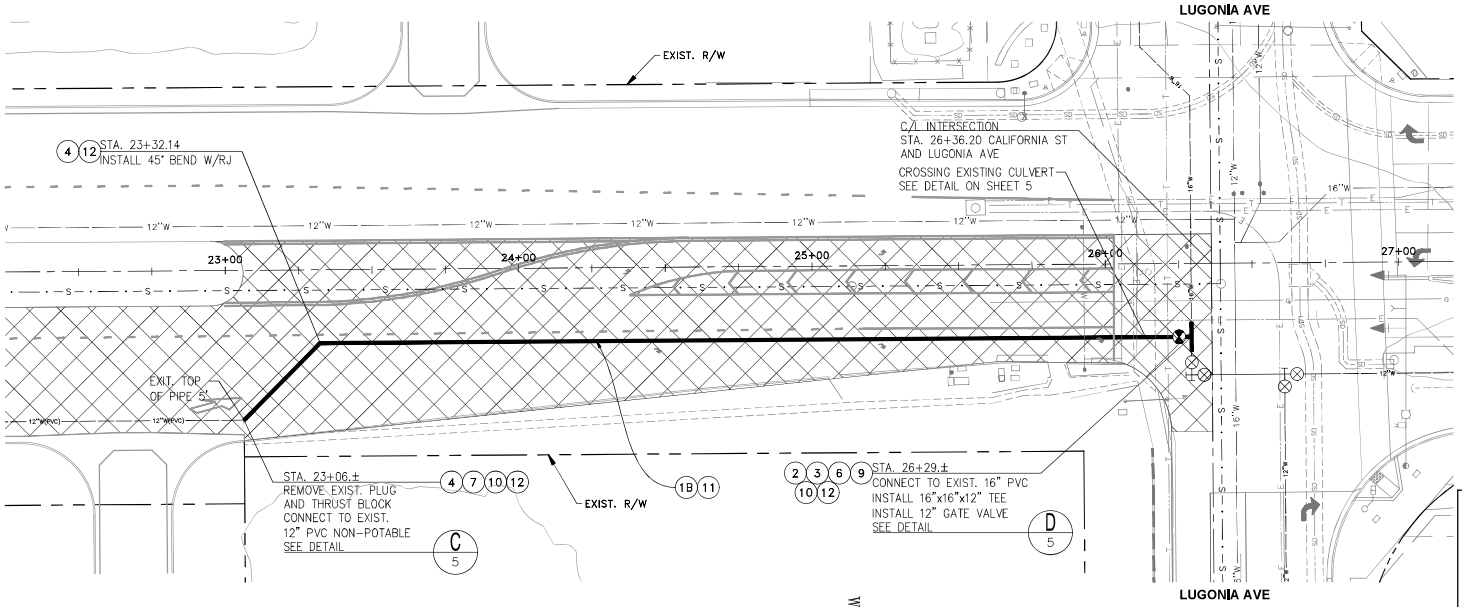
Reviewed By: 10/30/2024
Gerard J. Napolitano, Civil Engineer, R.C.E. 93200
Approved By: 10/30/2024
Gautam K. Dobby, Civil Engineer, R.C.E. 75646 Date

Sheet 4 of 6 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

NP-00110 - 4/6

888 of 1100





CONSTRUCTION NOTES

1. (1B) INSTALL 12-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP AT 36" MINIMUM COVER
2. (2) INSTALL 12" NON-POTABLE GATE VALVE WITH VALVE CAN PER DETAIL 3, SHEET 3
3. (3) INSTALL 16-INCH X 16-INCH X 12-INCH FLANGED TEE WITH RESTRAINED JOINTS
4. (4) INSTALL 45° BEND WITH RESTRAINED JOINTS (SIZE PER PLAN)
5. (5) INSTALL 4-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP AT 30" MINIMUM COVER
6. (6) INSTALL 16-INCH RESTRAINED COUPLING
7. (7) INSTALL RESTRAINED COUPLING (SIZE PER PLAN)
8. (8) ABANDON EXISTING 6" PVC OR 12" PVC WATER MAIN IN PLACE
9. (9) CONSTRUCT THRUST BLOCK PER "TYPICAL THRUST BLOCK DETAIL" ON SHEET 3
10. (10) CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF EXISTING UTILITY
11. (11) TRENCH, BACKFILL AND PAVEMENT REPAIR PER DETAIL 1, SHEET 3 (PER DETAIL 2, SHEET 3 WITHIN CALTRANS RIGHT-OF-WAY)
12. (12) RESTRAIN ALL JOINTS
13. (13) INSTALL 4" NON-POTABLE GATE VALVE WITH VALVE CAN PER DETAIL 3, SHEET 3
14. (15) IF EXISTING UTILITY ELEVATION CONFLICTS WITH PROPOSED PIPELINE INSTALL DROP SECTION PER DETAIL 5, SHEET 3 OR INCREASE COVER TO PROVIDE MINIMUM SEPARATION
15. (16) INSTALL 3-INCH METER W/ SERVICE CONNECTION PER CITY OF REDLANDS STANDARD
16. (17) INSTALL 3-INCH BACK-FLOW DEVICE PER CITY OF REDLANDS STANDARD
17. (18) 1-1/2 INCH AC GRIND AND 1-1/2 AC OVERLAY
18. (19) INSTALL STRIPING, LEGENDS, LOOPS PER PLAN AND QUANTITY TABLE ON SHEET 6

LEGEND

1-1/2 INCH AC GRIND AND 1-1/2 INCH AC OVERLAY

Received by:
Caltrans Dist. 08
Encroachment Permits
November 13, 2024

CALTRANS ENCROACHMENT PERMIT
NUMBER: 08-24-N-UJ-0098

REGISTERED PROFESSIONAL ENGINEER
GAUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

RECYCLED WATER FOR CALIFORNIA ST ORANGE GROVES
LUGONIA AVE TO SOUTH OF I-10 FWY
PROJECT No. S531021
CALIFORNIA STREET
STA. 15+75.00 TO STA. 26+29±

Designed by: GD Date: OCT 2024
Checked by: GN Date: OCT 2024
Drawn by: GD Date: OCT 2024
Checked by: GN Date: OCT 2024

Reviewed By: 10/30/2024
Gerard J. Napolitano, Civil Engineer, R.C.E. 93200
Approved By: 10/30/2024
Gautam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 5 of 6 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

NP-00110 - 5/6

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

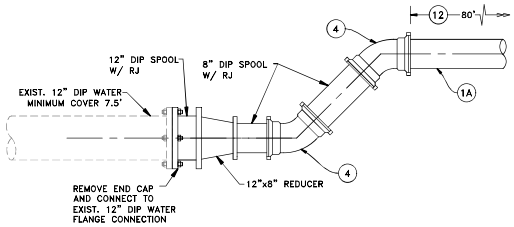
GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

W S N E

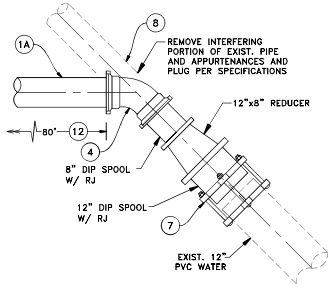
Under ground Service Alert of Southern California
Call: 811
TWO WORKING DAYS BEFORE YOU DIG

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

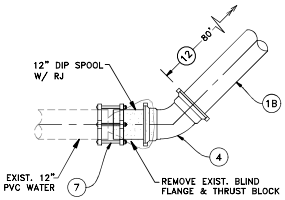


CONNECTION DETAIL A
STA. 10+16.± CALIFORNIA STREET
NOT TO SCALE
4

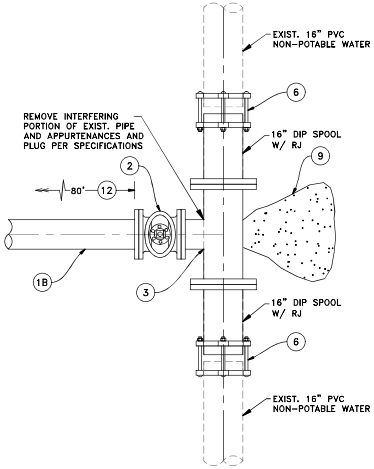


CONNECTION DETAIL B
STA. 15+26.± CALIFORNIA STREET
NOT TO SCALE
4

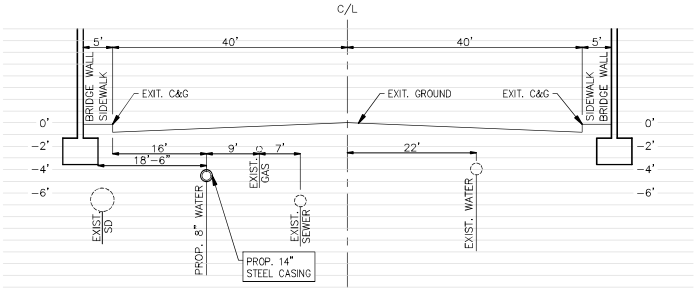
STRIPING/LEGENDS	QUANTITIES
6-INCH DOUBLE YELLOW THERMOPLASTIC STRIPING	780 LF
12-INCH THERMOPLASTIC STRIPING	670 LF
8-INCH THERMOPLASTIC STRIPING	300 LF
6-INCH THERMOPLASTIC STRIPING	1,060 LF
6-INCH SKIP THERMOPLASTIC STRIPING	1,000 LF
	12 EA
TRAFFIC LOOPS	4 EA



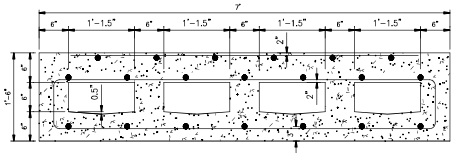
CONNECTION DETAIL C
STA. 23+06.± CALIFORNIA STREET
NOT TO SCALE
5



CONNECTION DETAIL D
STA. 26+29.± CALIFORNIA STREET
NOT TO SCALE
5



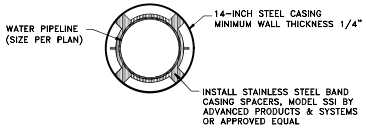
SECTION "A"
PROFILE



EXISTING CULVERT
CALIFORNIA ST & LUGONIA AVE
NOT TO SCALE

NOTES:

1. CASING SPACERS SHALL BE INSTALLED TO KEEP THE CARRIER PIPE CENTERED AND RESTRAINED WITHIN THE CASING.
2. CASING SPACERS SHALL BE STAINLESS STEEL BAND, MODEL SSI BY ADVANCE PRODUCTS & SYSTEMS, OR APPROVED EQUAL.
3. INSTALL CASING SPACERS WITHIN 1' FROM EACH END OF THE CASING AND 1' FROM EACH BELL JOINT AND AT THE CENTER OF EACH PIPE JOINT. CONSULT MANUFACTURER FOR RECOMMENDED SPACER SIZE.
4. END SEAL SHALL BE MODEL AW BY ADVANCE PRODUCTS & SYSTEMS, OR APPROVED EQUAL.
5. RUNNER HEIGHT TO BE DETERMINED BY MANUFACTURER.
6. CASING SHALL BE INSTALLED BY JACK AND BORE.



STEEL CASING DETAIL E
NOT TO SCALE
4

CONSTRUCTION NOTES

1A INSTALL 8-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP
1B INSTALL 12-INCH DIA. NON-POTABLE PIPE, AWWA C-151 DIP (CLASS 350) WITH PURPLE POLYETHYLENE WRAP
2 INSTALL 12" NON-POTABLE GATE VALVE WITH VALVE CAN PER DETAIL 3, SHEET 3
3 INSTALL 16-INCH X 16-INCH X 12-INCH FLANGED TEE WITH RESTRAINED JOINTS
4 INSTALL 45° BEND WITH RESTRAINED JOINTS (SIZE PER PLAN)
6 INSTALL 16-INCH RESTRAINED COUPLING
7 INSTALL RESTRAINED COUPLING (SIZE PER PLAN)
8 ABANDON EXISTING 6" PVC OR 12" PVC WATER MAIN IN PLACE
9 CONSTRUCT THRUST BLOCK PER "TYPICAL THRUST BLOCK DETAIL" ON SHEET 3
12 RESTRAIN ALL JOINTS

Received by:
Caltrans Dist. 08
Encroachment Permits
November 13, 2024

CALTRANS ENCROACHMENT PERMIT
NUMBER: 08-24-N-UJ-0098

REGISTERED PROFESSIONAL ENGINEER GAUTAM KUMAR DOBEY No. C75646 CIVIL STATE OF CALIFORNIA

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

RECYCLED WATER FOR CALIFORNIA ST ORANGE GROVES
LUGONIA AVE TO SOUTH OF I-10 FWY
PROJECT No. S531021
CONNECTION DETAILS

Designed by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024
Drawn by: GD
Date: OCT 2024
Checked by: GN
Date: OCT 2024

Reviewed by: 10/30/2024
Gerard J. Napolitano, City Engineer, R.C.E. 93200
Approved by: 10/30/2024
Gautam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 6 of 6 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

NP-00110 - 6/6

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

   Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

   Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

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facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

10. **PERMIT AT WORKSITE:** Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).
14. **PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

    Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

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incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.

21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
    a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
    b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
    c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
    d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
    e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
    f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
    a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
    b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
    a) ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
    b) HAZARDOUS MATERIALS: If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

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waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

c) BIOLOGICAL: If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.

28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

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contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify…" and "It is the intent of the parties…") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**
    a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
        i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
        ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
        iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
        iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
    b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

    The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

    The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.
33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

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of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.
35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.
38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

    Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."
39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
    a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
    b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
    c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
    d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

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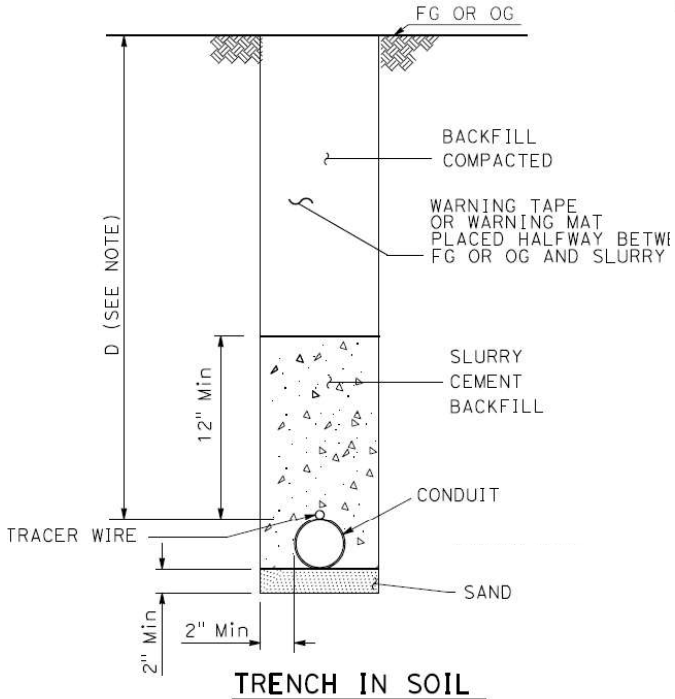
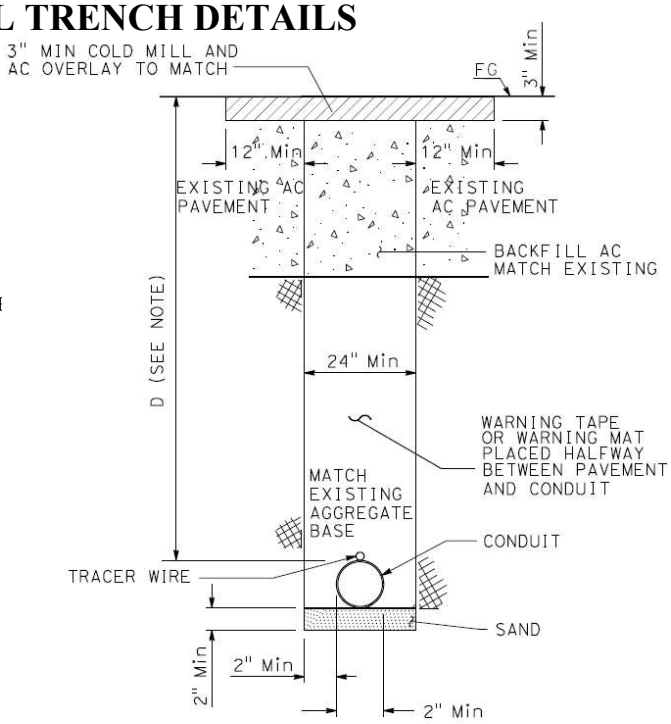
ENCROACHMENT PERMIT TRENCH DETAIL

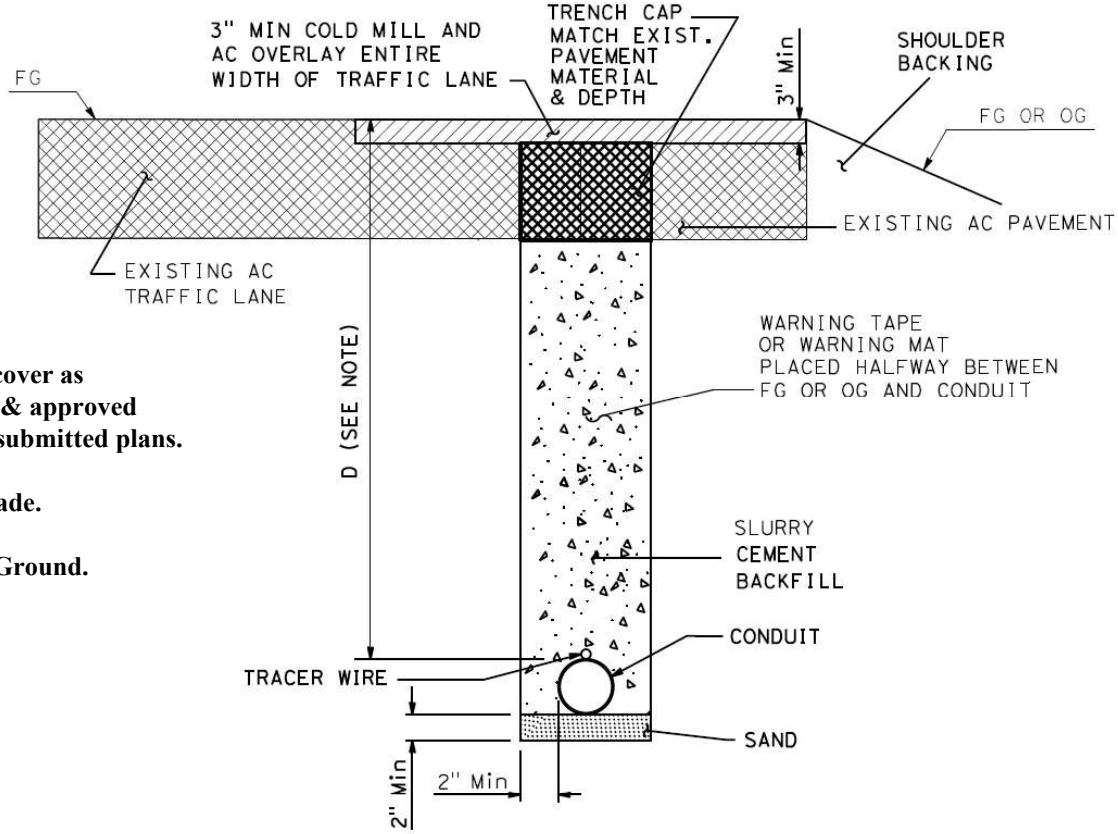
TYPICAL TRENCH DETAILS



TRENCH IN SOIL



TRENCH IN ASPHALT PAVEMENT



LONGGITUDINAL TRENCH IN ASPHALT PAVEMENT

Notes: D - Depth of cover as identified & approved based on submitted plans.

FG - Finish Grade.

OG - Original Ground.

- All work must be authorized by the encroachment permit, and/or as directed by the State's representative.

(Notes continue on page 2)

- Must include tracer wire or other continuous measure to provide positive subsurface detection for the life of the facility (Project Development Procedures Manual (PDPM) Chapter 17).
- Open trench installation of underground utility facilities must include warning tape or warning mats complying with the American Public Works Association (APWA) Uniform Color Code for identifying the type of underground utility. Where mechanical protection is installed, warning tape must be placed above the mechanical protection and below the roadbed subgrade as shown on the details. (PDPM Chapter 17).
- Clearance between the trench wall and conduit of less than 6 inches in width shall be a minimum of 2 inches. Clearance between the trench wall and conduit of greater than 6 inches in width shall be a minimum of 6 inches.
- When the trench width is less than 24 inches the backfill for subgrade must consist of slurry cement. Controlled Low-Strength Material (CLSM) can be substituted at the discretion of the State's representative.
- When trench width is greater than 24 inches compacted aggregate base may be used for backfilling.
- Structure backfill and compaction must conform to Section 19-3.02C and 3.03 of the Standard Specifications.
- For trench located under unimproved surface, structure backfill can use the original soil. Soil must be compacted by mechanical means. Ponding, jetting or flooding are not allowed. Slurry cement backfill is not optional unless approved by the Caltrans District.
- Slurry cement backfill must conform to Section 19-3.02E of the Standard Specifications.
- Aggregate base and its compaction shall conform to Section 26 of the Standard Specifications.
- CLSM if used must conform to Section 19-3.02G of the Standard Specifications. When CLSM is utilized the mix design and test results must be submitted to the State's representative. See Appendix H of the Encroachment Permits Manual for additional information.
- Cold planed surface and overlay shall be to the nearest lane line for the entire length of the trench/disturbed areas, and/or as directed by the State's representative.
- When Hot mix asphalt (HMA) is used to backfill Asphalt Concrete (AC) Section of the road, HMA must conform to Section 39 of the Standard Specifications.
- A paving notch ("T" Cut) shall be cold planed in exist asphalt concrete to a minimum width of 12 inches beyond each side of the trench and to a depth of 3 inches for the final layer of HMA.
- AC used to replace pavement section shall match existing pavement depth, unless directed otherwise by the State's representative.
- A tack coat of asphaltic emulsion conforming to Section 39-2.01C (3) (f) shall be applied.
- When the trench is within 4 feet of curb and gutter, additional cold planning may be required at the discretion of the State's representative. Potholes or trenches separated / adjoined by 10 feet or less to be overlaid together at the discretion of the State's representative.
- Pavement markings and/or striping removed or damaged during construction must be replaced in kind as directed by the State's representative.
- Other trench related details are shown in Chapter 6 of the Encroachment Permits Manual as well as the Trenching and Shoring Manual. Both publications can be found on the State of California, Department of Transportation's website.
- If trench is located in the roadway where Portland Cement Concrete (PCC) exist, remove the concrete to a depth of at least 3 feet below finished grade as per standard Specification 15-1.03B. Replace entire concrete slab from joint to joint as directed by State's representative.
- Electrical systems installations that are part of State Highway System must be installed in compliance with Caltrans Standard Specifications, Section 87.

STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO IMPACT (SWSP)

TR-0400 (Rev. 09/2024)

1. **GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities ranging from more than a quarter of an acre to less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). These provisions must be included with the permit for projects that require an Erosion and Sediment Control Plan (ESCP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of the Caltrans' Standard Specifications.
2. **NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (Order 2022-0033-DWQ, NPDES No. CAS000003, and any amendments and/or subsequent orders). Projects in construction with active waste discharge identification number (WDID number) may continue their coverage with the California Construction General Permit CGP (Order 2009-0009-DWQ, NPDES No. CAS000002, and any amendments and/or subsequent orders) until 9/1/2025. Privately funded projects may not extend their 2009 CGP regulatory coverage and are responsible for compliance with the CGP (Order WQ 2022-0057-DWQ NPDES No. CAS000002) after 9/1/2023. It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls, and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State Representative when discharges enter receiving waters, adjacent property, and drainage systems. The Permittee must also address any illicit discharges or illegal dumping prior to start of daily work schedule by cleaning them up. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State Representative within forty-eight (48) hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Board's Storm Water Program.
3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing project related sediment, trash, debris, and other construction waste from entering the street, storm drains, drainage swales, stormwater conveyance infrastructure, local creeks, or any other bodies of water. All existing treatment BMP's (TBMPs) must be protected in place. If an existing TBMP is damaged by the Permittee, the Permittee is responsible for complete repair to a satisfactory condition determined by the State Representative.
4. **SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system. The Permittee must ensure that Portland cement concrete and asphalt concrete grindings are not stockpiled or used in a manner that may result in an unauthorized stormwater discharge to waters of the state.
5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Minimize the amount of dust particles during sweeping activities, ensuring that the levels do not exceed the standards set by local air quality control districts or the EPA's National Ambient Air Quality standards. Use wet-vacuum whenever dust generation is excessive, or sediment pickup is ineffective.
   Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the Caltrans' Standard Specifications.
6. **VEHICLES AND EQUIPMENT:** The Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site. If vehicle or equipment cannot be immediately removed from job site, install secondary containment to contain spill and prevent illicit non-stormwater discharge.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials. All maintenance and fueling should be conducted at an appropriate facility that is feasible. All maintenance and fueling which must occur onsite

shall be conducted as far away as practical from drain inlets, water bodies, and other stormwater conveyance systems.

8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. All equipment must be sanitized prior to mobilization to limit the spread of invasive plant species. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least one hundred (100) feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least fifty (50) feet if outside the floodplain. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that generates fine particles or dust (e.g., Saw cutting, earthwork, sanding, etc.), which could be carried off-site by stormwater, must be conducted during dry weather conditions to avoid immediate mobilization into the drainage system.
11. **WIND EROSION PROTECTION**: The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site. Potential wind erosion BMPs may include wind fence, water application, gravel, and/or hydro-mulch.
12. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter any drainage conveyances or receiving waters.
13. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State Representative during grading, paving, sealing, saw-cutting, grooving and grinding, or any other activity which may result in an illicit discharge. All materials must conform to Section 13-6.02 Materials for Water Pollution Control of the Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance with Section 13-4.03B Spill Prevention and Control and for leaks and spills from vehicles and equipment each day of use in accordance with Section 13-1.03C Inspections for Water Pollution Control and Section 14-11 Hazardous Waste and Contamination for Environmental Stewardship of the Caltrans' Standard Specifications.
14. **PAINT:** Clean water-based and oil-based paint from brushes or equipment within a contained area to prevent contamination of soil, receiving waters, or storm drain systems. Handle and dispose of paints, thinners, solvents, residues, and sludges that cannot be recycled or reused as hazardous waste under section 14-11. When thoroughly dry, dispose of dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths as solid waste under section 14-10.
15. **CONSTRUCTION MATERIALS AND MATERIAL MANAGEMENT:** Materials necessary for erosion and sediment control must be stockpiled on site at convenient locations to facilitate prompt installation. Such materials must be implemented at all inactive disturbed areas, and prior to all qualifying rain events. A "Qualifying Precipitation Event" (QPE) is defined as a forecast with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. Do not allow soil, sediment, or other debris from stockpiles to enter storm drains, open drainages, or watercourses. Minimize stockpiles of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar. All stockpiling of such materials must conform to Section 13-4.03C(2) Material Storage and Section 13-4.03C(3) Stockpile Management for Water Pollution Control of the Caltrans' Standard Specifications.
16. **CONCRETE EQUIPMENT:** Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems. Any concrete washout activities which result in compromised containment must be cleaned and disposed of immediately. All Designated concrete facilities, including equipment, washout areas must be contained during Qualifying Precipitation Events (QPEs) marked by clearly visible signage throughout the project area.
17. **EXISTING VEGETATION**: Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Fenced barriers may serve as an adequate buffer to prevent traffic across existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
18. **SOIL DISTURBANCE:** Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in the permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity. All temporary relocation of BMPs must be completed at the end of each working day and prior to each Qualifying Precipitation Event with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. Silt and debris shall be removed from linear barriers as part of the regular inspection schedule and as deemed necessary by the State Representative.

ENCROACHMENT PERMIT SPECIAL PROVISIONS

19. **SLOPE STABILIZATION AND TRACKING CONTROL:** Consider a certified expert in Erosion and Sediment Control in cases where slopes are disturbed or during implementation of temporary road construction for equipment and material access to the project. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization, Section 13.6 Temporary Sediment Control, Section 13.7 Temporary Tracking Control and Section 21 Erosion Control of the Caltrans' Standard Specifications for construction during application of temporary soil stabilization and sediment/tracking control measures to minimize impacts to the soil surface. Temporary construction entrances/exits are required to be stabilized and may include gravel, rumble plates, and/or FODS. Erosion control blankets, temporary mulch, soil binders, tackifier, fiber, seed, straw, temporary covers, rigid plastic, gravel bag barriers, sediment filter bags, temporary check dams, drainage inlet protection, fiber rolls and/or silt fences may be required down slope and on temporary construction roads and entrances until permanent soil stabilization is established. Consult with manufacturer specifications regarding maintenance frequency of sediment controls. All controls must be maintained to ensure proper functionality. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.
20. **STOCKPILES:** All stockpiled materials must be stored at least one hundred (100) feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least fifty (50) feet if outside the floodplain. All stockpiles must be covered and protected with a temporary perimeter sediment barrier if inactive or prior to each Qualifying Precipitation Event with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. A stockpile is considered inactive after fourteen (14) days without addition or subtraction. Additionally, cold mix stockpiles must be stored on an impermeable surface and covered with nine (9) mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13--4.03C(3) Stockpile Management for Water Pollution Control of the Caltrans' Standard Specifications for construction. Demolished material must not be allowed to enter storm drain systems and receiving waters. Use authorized covers and platforms to collect debris. Use attachments on equipment to catch debris during all demolition activities. Empty debris-catching devices daily and handle debris in accordance with Section 13-4.03D Waste Management for Water Pollution Control of the Caltrans' Standard Specifications for construction.
21. **DISCOVERY OF CONTAMINATION:** The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material. Additionally, the State Representative must be notified if abandoned, underground tanks, pipes, or buried debris are encountered.
22. **SANITARY AND SEPTIC WASTE:** Do not bury or discharge wastewater from a sanitary or septic system within the highway. A sanitary facility discharging into a sanitary sewer system must be properly connected and free from leaks. Place a portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. The Permittee must comply with local health agency regulations if using an on-site disposal system.
23. **LIQUID WASTE:** Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free wastewater or rinse water, dredging, and wash water or rinse water running off a surface or other non-storm water liquids not covered under separate wastewater permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least fifty (50) feet away from moving vehicles, equipment, concentrated flows of storm water, drainage courses, and storm drain inlets. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13--4.03D(5) Liquid Waste for Water Pollution Control of the Caltrans' Standard Specifications for construction.
24. **WATER CONTROL AND CONSERVATION:** Manage water use in a way that will prevent erosion and discharge of pollutants into storm drain systems and receiving waters. Direct all runoff into areas where it can infiltrate.
25. **PILE DRIVING:** Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use. In the event of oil/grease leaks and spills from pile driving activities, immediately contain and dispose of all contaminated materials.
26. **DEWATERING**: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact the State Representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with Section 13-4.03G Dewatering for Water Pollution Control of the Caltrans' Standard Specifications for construction. Work plan also references guidelines and BMPs in the CGP and the Field Manual for Construction Site Dewatering. A 24-hour email notification of dewatering discharge to the Regional Water Board, including the implemented SWPPP and BMPs, is required by Attachment J of the CGP.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

FM 91 1436

ENCROACHMENT PERMIT

DOT TR-0120 (REV 05/2023)

Permit No.
08-24-N-UJ-0098

In compliance with your application of January 25, 2024

Dist/Co/Rte/PM
08/SBD/10/PM 28.32

Reference Documents:

- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____
- ☐ Project code (ID): _____ CFC #: _____
- ☒ Applicant's Reference/ Utility Work Order No. N/A

Permit Approval Date
February 15, 2024

Performance Bond Amount (1)	Payment Bond Amount (2)
$0	$0

Bond Company
$ N/A

Bond Number (1)	Bond Number (2)
$ N/A	$ N/A

TO:

CITY OF REDLANDS
Attn: Goutam Dobey
35 Cajon St Suite 15A
REDLANDS, CA 92373
(909)798-7584

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:
Enter onto Route 10 right-of-way at California St. in the City of Redlands, to bore and jack to install recycled water pipeline within the State right-of-way, as per attached plans date stamped February 13, 2024, by the Caltrans District 8 Encroachment Permit Office and/or to the satisfaction of the Caltrans Representative.

All traffic control work/plans should be in compliance with Caltrans 2023 Standard Plan and 2014 California MUTCD and/or to the satisfaction of the Caltrans Representative.
Note: Contractor need to submit traffic control plan, Authorization form TR-0429, copy of bond and certificate of liability insurance prior to any construction activity.

A pre-job meeting with the assigned Caltrans Representative, Ray Behbahani, (909) 383-6348, (951) 314-3548, is required at least 7 days prior to start of any work under this permit. Failure to do so may result in permit revocation with no prejudice.

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (check applicable):

- ☒ YES ☐ NO General Provisions
- ☒ YES ☐ NO Utility Maintenance Provisions
- ☒ YES ☐ NO Storm Water Special Provisions
- ☒ YES ☐ NO Special Provisions
- ☐ YES ☒ NO A Cal-OSHA Permit, if required: Permit No._____
- ☐ YES ☒ NO As-Built Plans Submittal Route Slip for Locally Advertised Projects
- ☐ YES ☒ NO Storm Water Pollution Protection Plan

In addition to fee, the permittee will be billed actual costs for:

- ☒ YES ☐ NO Review
- ☒ YES ☐ NO Inspection
- ☒ YES Field Work *(if any Caltrans effort expended)*

As-built Plans are Required

☐ YES ☒ NO

☐ YES ☒ NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before August 6, 2024
This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.
No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

CC:
#1: George Mikaeil
#2: Ray Behbahani
#3: RUBEN O CRUZ
#4: NOVELO CARLOS

APPROVED:

Catalino A. Pining III, District Director

BY

Andy D Quach, District Permit Engineer

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

PAGE 1: ATTACHED TO AND MADE PART OF PERMIT NO. 08-24-6-UJ-0098

In addition to the attached General Provisions, the following checked special provisions are applicable:

☒A PRE-JOB MEETING WITH THE ASSIGNED CALTRANS REPRESENTATIVE, Ray Behbahani (909) 383-6348, (951) 314-3548 AT LEAST 7 DAYS IS REQUIRED PRIOR TO START OF ANY WORK UNDER THIS PERMIT. FAILURE TO DO SO WILL RESULT IN PERMIT CANCELLATION AND RESUBMITTAL MAY BE REQUIRED.

☐You are required to submit an approved Storm Water Pollution Prevention Plan (SWPPP) for projects with a cumulative disturbed soil area equal or greater than 1 acre, and an approved Water Pollution Control Program (WPCP) for projects with a disturbed soil area less than 1 acre, unless otherwise required by other agencies (RWQCBs, U.S. Army Corps of Engineers, Department of Fish and Game, etc.).

☐Upon the expiration of this permit, the Permittee is required to apply for the countywide annual maintenance permit for this new facilities installed under the Permit No.: _____.

☐The Permittee is required to apply for a separate permit to maintain and/or replace in kind of these facilities on each occurrence upon the expiration of this permit.

☒The Permittee shall provide the stage construction traffic handling plans, work schedule and a list of all sub-contractors to the Department's Representative at the time of the pre-construction meeting or prior to start construction.

☒All traffic control, signing and striping shall comply with California MUTCD 2014. It is available at: http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd.htm

☒Permittee and his/her contractors shall comply with Department 2023 Standard Specifications, Department 2023 Standard Plans, and all the latest revisions implemented as of this permit issued date, and the project specific special provisions for Oversight Projects and Streamlined Oversight Projects. It is the responsibility of the permittee and his/her contractors to verify with the Department Standard Plans, Standard Specifications, and all the latest revisions as of this permit issued date before ordering any materials for the project within the Department Right-Of-Way. The Department Standard Plans, Standard Specifications, and the Revisions are available at: http://www.dot.ca.gov/hq/esc/oe/standards.php

☒Permittee and/or permittee's authorized contractor/agent are required and responsible to identify the Department's underground electrical systems before performing any excavation work within the right of way.

☒All personnel shall wear hard hats and ANSI class II / III garments as appropriate while on State property.

☒The Permittee's work shall be subordinated to any operations which the Department may conduct and shall not delay, nor interfere with the Department's Forces or Department's Contractors.

☒Attention is directed to Standard Specifications Section 7-1.11, Preservation of Property, and Business and

Professions Code, Section 8771. The Permittee shall physically inspect the work site and locate survey monuments prior to work commencement. Monuments shall be referenced or reset in accordance with the Business and Professions Code.

☒Except for installing, maintaining and removing traffic control devices, any work encroaching within 3 feet of the edge of a traffic lane for areas with a posted speed limit below 45mph, or 6 feet of the edge of a traffic lane, for areas with a speed limit posted at 45mph or higher, shall require closing of the adjacent traffic lane. Permittee shall notify the Department's Representative, and obtain approval of, all traffic control, lane closures or detours, at least seven (7) WORKING DAYS prior to setting up of any traffic control.

☒No lane may be closed or obstructed at any time unless specifically allowed per the encroachment permit, shown in approved traffic control plans, and/or as directed by the Department's Representative.

☒ Traffic control is generally authorized between 9:00 AM and 3:00 PM only on Monday through Thursday and until 1:00 PM on Fridays, excluding holidays except specified in the Permit. Lane closure is not allowed on Saturdays, Sundays and designated holidays. The designated holidays are: January 1st, the third Monday in January, the second and third Mondays in February, March 31, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, November 11th, Thanksgiving Day, the day after Thanksgiving Day, and December 25th. When a fixed holiday falls on Saturday, the preceding Friday shall be designated as holiday.

☒ Should any deviation from these procedures or conditions be observed, all work shall be suspended until satisfactory steps have been taken to ensure compliance.

☒If time extension is necessary, a request for time extension and the accompanying attachments must be made a minimum of two (2) weeks prior to completion date stated on face of permit. If work has not been started before completion date, the permit will be voided. Failure to comply with rules and regulations stated on permit will jeopardize future permit privileges.

☒ "AS-BUILT" PLANS ARE REQUIRED UPON COMPLETION OF ALL WORK. PLEASE REFER TO THE GENERAL PROVISION TR-0045, ITEM 22 FOR THE "AS-BUILT" REQUIREMENTS. NO FINAL INSPECTION WILL BE PERFORMED UNTIL THE DEPARTMENT IS IN RECEIPT OF "AS-BUILT" PLANS.

☒No vehicle or equipment shall be stored overnight within the right of way; it shall be removed immediately at the completion of the day's work. Refueling of vehicle or equipment within the right of way is strictly prohibited.

☒ Required traffic control devices shall be installed around fixed objects to warn the motoring public for safety. Personal vehicles of the contractor shall not be parked within freeway right of way.

☒ No materials or waste shall be stockpiled within State right of way.

☒Except as specifically provided herein, all requirements of the Vehicle Code and other applicable laws must be complied with in all particulars.

☒ When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane. The permittee shall not reduce the width of the existing lane to less than 10 feet without written approval from the Department's Representative.

☒Excavations made within the limits of the right of way shall be backfilled and resurfaced to original condition

before leaving the work area unless otherwise authorized by the Department's Representative.

☒All trenches repair shall comply with ENCROACHMENT PERMIT TRENCH DETAIL, TR-0153 or to the satisfaction of the Department's Representative.

☒Permittee shall be responsible for arranging the services of a qualified traffic control contractor to provide any needed traffic control.

☒The permittee shall arrange a meeting between his field representative, traffic control contractor, Department's Representative and/or CHP at least two (2) weeks prior to start of any work covered under this permit to arrange date and time of starting work and determine appropriate methods of handling traffic. At least 3 working days notice shall be given to the Caltrans representative and/or the CHP, prior to the meeting to allow time to arrange for attendance.

☒ A copy of this permit, complete with all attachments, shall be kept by permittee/contractor working under this permit and must be shown to the Department Permit Inspector, Department's Representatives, or Law Enforcement Officer, on demand.

☒ The permittee shall be responsible for notifying the appropriate utility companies or underground service alert prior to any excavation work.

☒The permittee shall notify the California Highway Patrol Area Commander at least 72 hours prior to implementing traffic control.

☒When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped, is safe and well defined and shown on the approved permit plan.

☒Pedestrian walkways and canopies within State Right of Way shall comply with the requirements of the applicable local agency or of the latest edition of the Uniform Building Code whichever contains the higher standards.

[For City or County projects with utility relocations:]

☒ If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal which STATE or PERMITTEE must legally pay, will be borne by PERMITTEE. If any protection, relocation, or removal of utilities is required, including determination of liability for cost, such work shall be performed in accordance with STATE policy and procedure. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.

[For other projects with utility relocations:]

☐ If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or

removal shall be borne by PERMITTEE in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations, and Property Rights. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.

☒ Submit Contractor(s) Authorization form, TR-0429 prior to any construction activity.

☒ Submit contractor's copy of bonds with the local agency prior to any construction activity.

☒ Submit contractor's certificate of liability insurance prior to any construction activity. The certificate shall name Caltrans as additional insured with the statement: “The State of California, the California Department of Transportation, the directors, officers, employees, and/or agents of the State of California and/or the California Department of Transportation” are named additional insureds for purposes of an Encroachment Permit.

☒ Permittee must reuse the soil within the work limits in the immediate area from which it was excavated. If any excess soil is generated, it becomes the property of the permittee. Permittee must transport all excess soil outside of Caltrans’ right-of-way, and dispose of it in accordance with all applicable environmental laws and regulations (Refer to Form, TR-0408).

☐ **Work includes replacement of signal loop detectors (not additional signal work)**
Loop detector sensor units for inductive detector loop installation will be State-furnished in conformance with the provisions in "Materials" of these special provisions. Loop wire shall be Type 2. Loop detector lead-in cable shall be Type B. Slots shall be filled with hot-melt rubberized asphalt sealant. At the Contractor's option, where a Type A or a Type B loop is designated on the plans, a Type E loop may be substituted. For Type E detector loops, sides of the slot shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 40 mm. Slot width shall be a maximum of 20 mm. Loop wire for circular loops shall be Type 2. Slots of circular loops shall be filled with hot melt rubberized asphalt sealant. Splices shall be insulated by "Method B" or, at the Contractor's option, splices of conductors shall be insulated with heat-shrink tubing of the appropriate size after thoroughly painting the spliced conductors with electrical insulating coating. The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 1.0 mm for conductor sizes No. 14 to No. 10, inclusive, and 1.3 mm for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.69 mm for conductor sizes No. 14 to No. 10, inclusive, 1.02 mm for No. 8, and 1.37 mm for No. 6 to No. 2, inclusive.

PERMIT NO.: 08-24-6-UJ-0098

CO/RTE/PM: SBD-10-PM (23.32)

PRECONSTRUCTION MEETING AGREEMENT

I,_____, acting as an authorized agent for the permittee,_____, do hereby agree to personally accomplish or have another designated person arrange for all involved company representatives to attend a pre-construction meeting with the authorized Department's Representative at_____, as specified on this permit. Such meeting must be held two (2) days or more prior to the planned start of the work on this project. The Authorized Department's Representative shall have complete authority to determine whether the permit conditions, either implied or written, have been complied with. The Department's Representative may then allow the permit work to proceed as appropriate. The Pre-construction Meeting Record below must be signed by both the Department's Representative and the permittee before the permit work may start.

I have read and understand the attached General Provisions TR-0045 and other attached prosivions of this permit.

This agreement or a copy thereof, must be mailed back to the **Department's District 8 Encroachment Permit Office at 464 W. 4th. Street, MS 619, San Bernardino, CA 92401-1400**, within three (3) working days prior to the pre-construction meeting. Failure to return this form could delay the release of your bonds. A copy of this document shall be at the job site at all times when work is in progress and failure to do so may result in the suspension of work, as directed by the Department's Representative.

It is the permittee's responsibility to ensure that the Department's Representative is notified of work completion and that the attached Completion Notice is mailed to the Department's Permit office.

Signature Date _____

Print or Type Name _____

Position or Title _____

PAGE 6: ATTACHED TO AND MADE PART OF PERMIT NO. 08-24-6-UJ-0098

PRECONSTRUCTION MEETING RECORD

_____ _____
Department's Representative Date

_____ _____
Permittee's Representative Date

Date Work May Begin: _____

PERMIT NO.: 08-24-6-UJ-0098
CO/RTE/PM: SBD-10-PM (23.32)

DEPARTMENT OF TRANSPORTATION-DISTRICT 8
ENCROACHMENT PERMITS OFFICE
464 W. 4th. Street, MS 619
San Bernardino, CA 92401-1400

100% COMPLETION NOTICE

Work on Permit No.: 08-24-6-UJ-0098 has been completed. A final inspection meeting was held on

_____ _____
Permittee's Representative Date

_____ _____
Department's Representative Date

FAILURE TO COMPLETE AND RETURN THIS TO THE DISTRICT PERMITS OFFICE MAY CAUSE A DELAY IN THE RELEASE OF YOUR BONDS.

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

   Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

   Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

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facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

10. **PERMIT AT WORKSITE:** Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).
14. **PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

    Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

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incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.

21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
    a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
    b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
    c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
    d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
    e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
    f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
    a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
    b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
    a) ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
    b) HAZARDOUS MATERIALS: If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

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waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

c) BIOLOGICAL: If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.

28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

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contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify…" and "It is the intent of the parties…") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**
    a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
        i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
        ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
        iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
        iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
    b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

    The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

    The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.
33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

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of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.
35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.
38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

    Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."
39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
    a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
    b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
    c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
    d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

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UTILITY ANNUAL PROVISIONS

TR – 0160 (Rev. 7/2022)

In addition to the attached Encroachment Permit General Provisions (TR-0045), the following special provisions are also applicable:

Annual utility permits UE are issued to utilities who maintain their facilities within State highway right-of-way. Any utility or public corporation, who lawfully maintains a utility encroachment, or their agent, may perform routine or emergency maintenance on such facility in accordance with the following provisions:

UE1. EXCLUSIONS: These provisions do not authorize any work on freeways and expressways, tree trimming, aerial capacity increases on designated "Scenic Highways", pole replacement / relocation work, or other activities not specifically provided for in this permit.

UE2. EMERGENCY REPAIRS: The permittee may make emergency repairs, alter traffic flow, and excavate through improved surfaces only when breaks in the conduit, cable, or pipeline over or under the pavement presents a definite public hazard or serious interruption of essential services. An ***emergency*** is defined in the Public Resources Code as "[…] a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public service. 'Emergency' includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage." In such cases, the Department's representative shall be notified immediately.

Replace poles knocked down by vehicles, accidental causes or natural disasters. The entire length of poles and stubs must be removed from the ground and replacement pole must be placed at the exact location. Planned pole replacements/installations are not allowed under this permit.

UE3. OPEN EXCAVATIONS: Excavation must not be left open after daylight hours unless specifically authorized and adequate protection for traffic is provided in accordance with the Encroachment Permit General Provisions, "Public Traffic Control" And "Minimum Interference with Traffic". Backfill and pavement replacement must be performed in accordance with General Provisions, "Restoration and Repairs in State Highway right-of-way."

UE4. TRAFFIC CONTROL: Work requiring traffic control shall be conducted between Monday-Friday 9:00 a.m. and 3:00 p.m. or as otherwise authorized by the Permit Engineer. Adequate traffic control must be provided in accordance with the Encroachment Permit General Provisions, "Public Traffic Control", "Minimum Interference with Traffic" and "Suspension of Traffic Control Operation."

Only those maintenance activities that can be performed using a Caltrans Standard Plans for Temporary Traffic Control Systems and Temporary Pedestrian Access Routes are authorized under the annual maintenance permit. Otherwise a separate permit application for the work, along with a traffic control plan designed and signed by a California Registered Civil or Traffic Engineer must be submitted for review and approval.

Advanced notification must be provided to Caltrans Traffic Management Center for any activities that may cause a traffic impact including all lane closures. Adequate notice must be provided in accordance with the Encroachment Permit General Provisions, "Notification of Closure to Department and Traffic Management Center (TMC)."

UE5. WORK PERMITTED - AERIAL: All permitted activity must not be over the traveled way or within the limits of officially designated scenic highways and/or on Caltrans structures.

1. Maintain, inspect, remove, repair or replace (in the same location) all aerial facilities. Work over the traveled way requires a separate permit and the placement of "H" poles and netting as per form TR-0108, located in Appendix "E" of the Encroachment Permits Manual.

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Replace broken pins and/or insulators, repair broken wires, pull slack wires, and replace or pull broken or slack guys.

Replace aerial wires and cross arms on existing poles except where wires cross the highway. Unless otherwise specifically required by the Department, protected cable, tree wire or plastic tree wire guard used for communication lines may be used through trees where necessary, provided the appearance of the tree or the tree itself will not be damaged.

Perform insulator washing and interconnect splicing of cables.

Install additional capacity (in the same location), install, maintain, remove, repair or replace aerial service connections with potential to ground of 300 volts or less.

2. Installations and clearances must be equal to those required by either the California Public Utilities Commission orders or the Division of Occupational Safety and Health (Cal/OSHA) regulations promulgated in the California Code of Regulations, Title 8, Chapter 4, whichever is more restrictive.

UE6. WORK PERMITTED - UNDERGROUND:

1. Maintain, inspect, remove, repair or replace (in the same location) all underground facilities except those requiring trenching in the traveled way or require uncovering more than 50 feet of line at any one time. The permittee may open existing manholes to repair underground cables. Where the manhole lies within the improved surface of the highway, the permittee will provide adequate protection for traffic in accordance with the Encroachment Permit General Provisions "Public Traffic Control" and “Minimum Interference with Traffic”.
2. Install additional capacity in existing ducts except for facilities not in compliance with the Department's High priority utility policies or on Structures.
3. Install air flow monitoring transducers and piping in existing ducts.
4. Barholing, potholing, cleaning, rodding and placing float ropes.
5. Adjust access cover to grade and replace in kind or with larger size pull boxes.
6. Interconnect splicing of cables.
7. Install service connections (laterals) perpendicular to the highway for the following:
   i. Natural gas service lines less than 2 inches in pipe diameter that have normal operating pressures of 60 psig or less
   ii. Subsurface electrical service connections with a potential to ground of 50 volts or less
   iii. Service connections for water, sewer, telephone, telecommunication, and cable service
8. Permanent pavement patching for work authorized by this permit. The patching must be made within thirty (30) days of completion of backfill unless otherwise specified by the Permit Engineer. See Underground Utility Provision UG 9 (form TR-0163).

UE7. POLE MAINTENANCE & CHEMICAL TREATMENT:

1. Utility Companies are to provide a list of the pole identification, locations, type of chemicals and quantities used for their pole treatment maintenance operations. This information must be provided upon expiration of their annual permit or upon request of the Department as needed.
2. Utility Companies must submit copies of the Safety Data Sheets (SDS) for all chemical compounds to be used in their pole treatment maintenance operations, in conjunction with the permit application submittal.
3. Utility Companies are to notify the District Landscape Specialist or their designee and the District Encroachment Permits Office when there is any change or modification in the type(s) of chemical used in their pole treatment maintenance operations.
4. Prior to any application of Tree Growth Regulators (TGR) approval shall be obtained from the District Landscape Specialist or their designee.

UE8. MISCELLANEOUS:

1. Install new and replace existing transformers on existing poles.
2. Clear grass from around base of poles and excavate around poles for inspection, including tamping and straightening. The use of herbicides or other chemicals is not authorized by this permit. A separate encroachment permit is required for that purpose.

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STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO IMPACT (SWSP)

TR-0400 (Rev 05/2018)

1. **GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
2. **NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (*Order No. 2012-0011-DWQ, NPDES No CAS000003*) and for and projects disturbing one acre or more of soil, full compliance with the California Construction General Permit *(Order No. 2009-0009-DWQ, NPDES No CAS000002)* or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region *(Order No. R6T-2016-0010, NPDES No CAG616002).* It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee must also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at:

   http://www.waterboards.ca.gov/water_issues/programs/stormwater

3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.
4. **SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system.
5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective.
   Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
6. **VEHICLES AND EQUIPMENT:** Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.
8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc. must be used in State right-of-way. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of

storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill- cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.

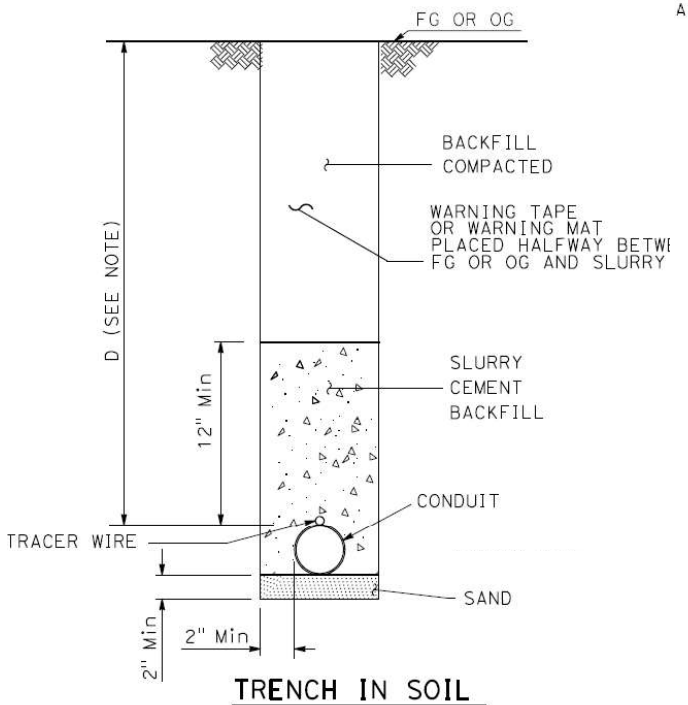
9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater must be performed during dry weather.
11. **WIND EROSION PROTECTION**: The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site.
12. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter into any drainage conveyances.
13. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance with section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control of Caltrans' Standard Specifications.
14. **PAINT:** Rinsing of painting equipment and materials is not permitted in State right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner must be disposed of at an approved hazardous waste site.
15. **CONSTRUCTION MATERIALS:** Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, must conform to section 13-4.03C (2) Material Storage & 13-4.03C (3) Stockpile Management of Caltrans' Standard Specifications.
16. **CONCRETE EQUIPMENT:** Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.
17. **EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
18. **SOIL DISTURBANCE:** Soil disturbing activities must be avoided during the wet weather season. I f construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity.
19. **SLOPE STABILIZATION AND SEDIMENT CONTROL:** Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of Caltrans' Standard Specifications during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.
20. **STOCKPILES:** Stockpiles containing aggregate and/or soil must be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and must be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles must be stored on an impermeable surface and covered with 9 mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13-4.03C (3) Stockpile Management of the State of California standard specifications for construction.
21. **DISCOVERY OF CONTAMINATION:** The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.
22. **SANITARY AND SEPTIC WASTE:** Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.
23. **LIQUID WASTE:** Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other non-storm water liquids not covered

under separate waste water permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D (5) Liquid Waste, Water Pollution Control of Caltrans' Standard Specifications.

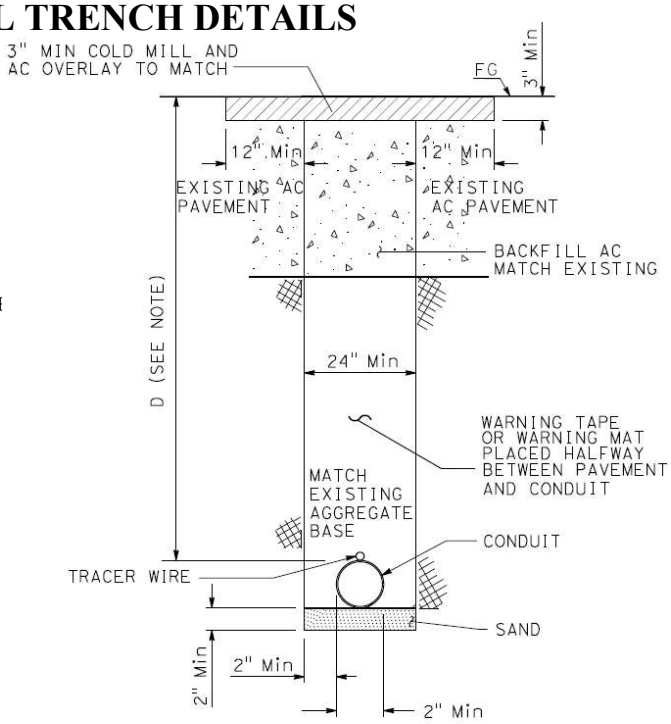
24. **WATER CONTROL AND CONSERVATION:** Manage water use in a w ay that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite runoff.
25. **PILE DRIVING:** Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use.
26. **DEWATERING**: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.03G Dewatering, Water Pollution Control of Caltrans' Standard Specifications. A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board must be provided to the State representative.

ENCROACHMENT PERMIT TRENCH DETAIL

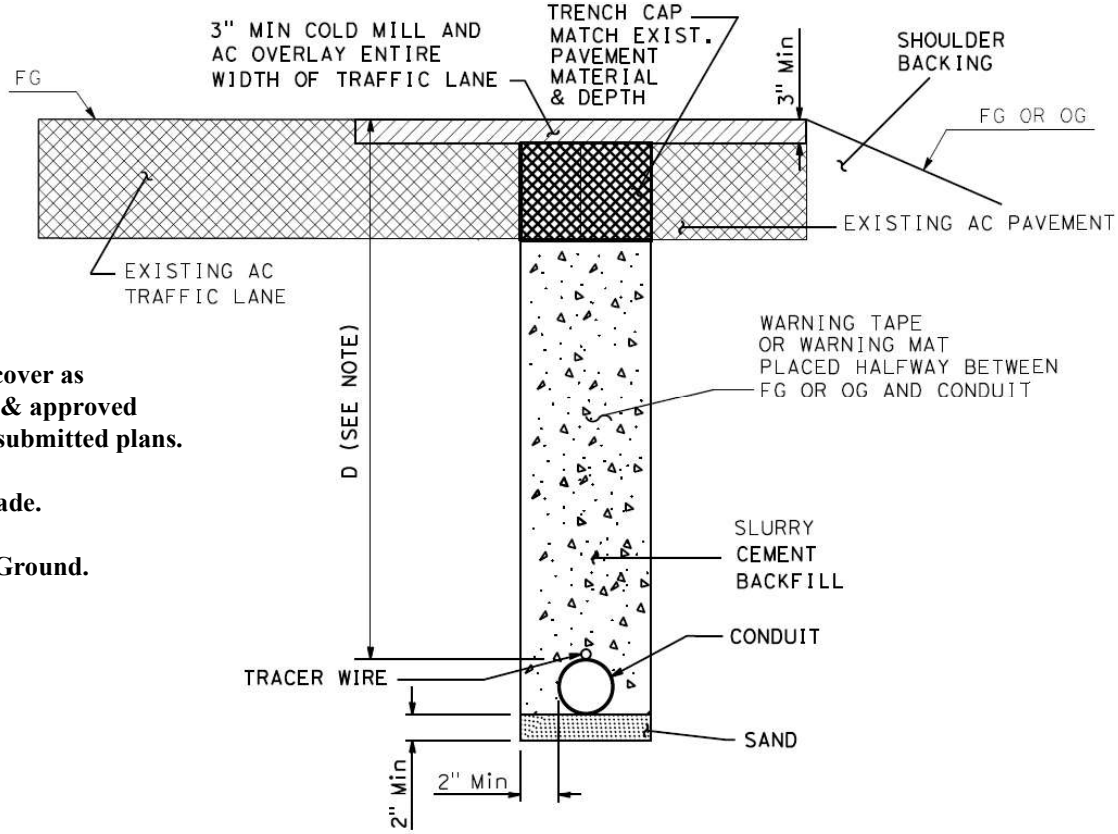
TYPICAL TRENCH DETAILS



TRENCH IN SOIL



TRENCH IN ASPHALT PAVEMENT



LONGGITUDINAL TRENCH IN ASPHALT PAVEMENT

Notes: D - Depth of cover as identified & approved based on submitted plans.

FG - Finish Grade.

OG - Original Ground.

- All work must be authorized by the encroachment permit, and/or as directed by the State's representative.

(Notes continue on page 2)

- Must include tracer wire or other continuous measure to provide positive subsurface detection for the life of the facility (Project Development Procedures Manual (PDPM) Chapter 17).
- Open trench installation of underground utility facilities must include warning tape or warning mats complying with the American Public Works Association (APWA) Uniform Color Code for identifying the type of underground utility. Where mechanical protection is installed, warning tape must be placed above the mechanical protection and below the roadbed subgrade as shown on the details. (PDPM Chapter 17).
- Clearance between the trench wall and conduit of less than 6 inches in width shall be a minimum of 2 inches. Clearance between the trench wall and conduit of greater than 6 inches in width shall be a minimum of 6 inches.
- When the trench width is less than 24 inches the backfill for subgrade must consist of slurry cement. Controlled Low-Strength Material (CLSM) can be substituted at the discretion of the State's representative.
- When trench width is greater than 24 inches compacted aggregate base may be used for backfilling.
- Structure backfill and compaction must conform to Section 19-3.02C and 3.03 of the Standard Specifications.
- For trench located under unimproved surface, structure backfill can use the original soil. Soil must be compacted by mechanical means. Ponding, jetting or flooding are not allowed. Slurry cement backfill is not optional unless approved by the Caltrans District.
- Slurry cement backfill must conform to Section 19-3.02E of the Standard Specifications.
- Aggregate base and its compaction shall conform to Section 26 of the Standard Specifications.
- CLSM if used must conform to Section 19-3.02G of the Standard Specifications. When CLSM is utilized the mix design and test results must be submitted to the State's representative. See Appendix H of the Encroachment Permits Manual for additional information.
- Cold planed surface and overlay shall be to the nearest lane line for the entire length of the trench/disturbed areas, and/or as directed by the State's representative.
- When Hot mix asphalt (HMA) is used to backfill Asphalt Concrete (AC) Section of the road, HMA must conform to Section 39 of the Standard Specifications.
- A paving notch ("T" Cut) shall be cold planed in exist asphalt concrete to a minimum width of 12 inches beyond each side of the trench and to a depth of 3 inches for the final layer of HMA.
- AC used to replace pavement section shall match existing pavement depth, unless directed otherwise by the State's representative.
- A tack coat of asphaltic emulsion conforming to Section 39-2.01C (3) (f) shall be applied.
- When the trench is within 4 feet of curb and gutter, additional cold planning may be required at the discretion of the State's representative. Potholes or trenches separated / adjoined by 10 feet or less to be overlaid together at the discretion of the State's representative.
- Pavement markings and/or striping removed or damaged during construction must be replaced in kind as directed by the State's representative.
- Other trench related details are shown in Chapter 6 of the Encroachment Permits Manual as well as the Trenching and Shoring Manual. Both publications can be found on the State of California, Department of Transportation's website.
- If trench is located in the roadway where Portland Cement Concrete (PCC) exist, remove the concrete to a depth of at least 3 feet below finished grade as per standard Specification 15-1.03B. Replace entire concrete slab from joint to joint as directed by State's representative.
- Electrical systems installations that are part of State Highway System must be installed in compliance with Caltrans Standard Specifications, Section 87.

METROLINK (/)

RIGHT OF WAY (ROW) ENCROACHMENT

UPDATE JANUARY 2024:

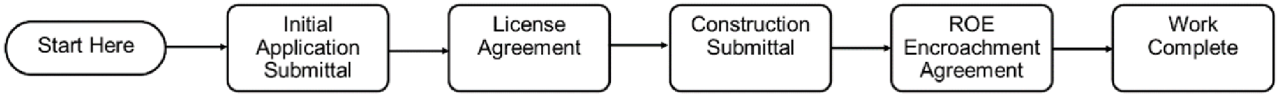
Effective January 2, 2024, Right of Way Encroachment reviews will be conducted through RailPros Field Services. Please take note of updated documents and the link to the Right of Entry Portal. Encroachments that will exceed 180-days on or near the railroad right-of-way will continue to be reviewed and processed by SCRRA.

January Transition FAQs (/globalassets/about/engineering/right-of-entry-transition-frequently-asked-questions.pdf)

As part of this transition, there may be delays to correspondences and application processing. We appreciate your patience and thank you for your understanding as we move to make improvements to the Right-of-Entry process. Please help us minimize additional delays by familiarizing yourself with the information on this site and documents available under the Resources section below.

The Track & Signal (T&S) Department plays a critical role in the maintenance of Metrolink's Track and Signal Infrastructure, ensuring a safe and effective operating environment for trains and passengers. In addition to maintaining the tracks and signals, the Track & Signal Department oversees the coordination and oversight of 3rd party entry onto the Metrolink Right of Way. This ensures that all 3rd party projects are conducted in a safe manner around active train tracks, comply with all Metrolink, State, and Federal Regulations, and ensure compatibility with Metrolink's infrastructure and operations.

If you have a project that will be conducted on or within close proximity of the Metrolink Right of Way, please review the SCRRA Right of Way Encroachment Process and fill out a Right of Way Encroachment Application. An application fee is required at the time of submission and may be paid by check or ACH payment.



If a new or revision to an existing License is **not** required, the Initial Application and Construction submittals may be sent to SCRRA at the same time.

Your cooperation helps ensure a safe and effective operating environment for everyone. For projects on or adjacent to the railroad right-of-way for less than 180-days, submit the Right-of-Entry application through the Metrolink Permitting Portal. For projects over 180-days on or adjacent to the railroad right-of-way, contact RightofEntry@scrra.net to begin the application process.

Submit Applications through the Metrolink Permitting Portal (https://railprosfs.my.site.com/scrra/s/login)

Events or Parades Across a Railroad Crossing

- For planned events, such as a marathon, fair or parade, occurring over or near a Railroad Crossing please fill out SCRRA Form 7 Special Events Railroad Crossing Notification and submit to RightofEntry@scrra.net.
- This will alert our Operations Department who will notify and slow trains in advance of the crossing during the scheduled event.
- This form is not intended to be used as a request for access for any construction activities, surveying, potholing, boring, environmental analysis, filming, photography, or other activities requiring a Right-of-Way Encroachment agreement.

Concerns & Disputes

To raise a concern or to dispute a rejected submittal please email **RightofEntry@scrra.net (mailto:RightofEntry@scrra.net)**

Contact Information

- In case of track, signal, or grade crossing problems, contact Metrolink's 24/7 toll-free emergency number: (888) 446-9721. The telephone number and grade crossing numbers are assigned by the U.S. Department of Transportation (U.S. DOT) and the California Public Utilities Commission (CPUC) and can be found on the signal house and crossing gates at each grade crossing.
- Underground Service Alert of California (DIGALERT) at (800) 227-2600 or 811, railway companies, and utility companies shall be notified prior to performing any excavation close to any underground pipeline, conduit, duct, wire, or other structure.
- SCRRA is not a member of DIGALERT, it is, therefore, necessary to notify SCRRA's Signal Department a minimum of 15 days prior to work, at (909) 592-1346 or RightofEntry@scrra.net to mark, at Public Agency or Contractor's cost and expense, signal and communication cables and conduits. Please complete and email the Signal and Communication Cable Mark Out Form (found below in the Resources section) along with an aerial image of excavations to RightofEntry@scrra.net. If reference numbers or milepost location are not known it is acceptable to leave these fields blank.

Name	Role	Email
Timothy Morehead	Director, Track & Signal Infrastructure Maintenance	**moreheadt@scrra.net (mailto:moreheadt@scrra.net)**
Fiailoa AhSue	Assistant Director, Track & Structures Maintenance	**ahsuef@scrra.net (mailto:ahsuef@scrra.net)**
Eric Reese	Right-Of-Way Coordinator	**reesee@scrra.net (mailto:reesee@scrra.net)**

RESOURCES

- Process and Procedures
  - **Right of Way Encroachments FAQ (/globalassets/about/engineering/right-of-way/right-of-way-encroachments-faq-january-1-20_fiailoa-ahsue.pdf)** (Updated 01-01-2024)
  - **SCRRA Right of Way Encroachment Process (/globalassets/about/engineering/right-of-way/scrra-right-of-way-encroachment-process-20240_fiailoa-ahsue.pdf)** (updated 01-01-2024)
  - **Schedule of Fees for Third Party Construction (/globalassets/about/engineering/scrra-roe-schedule-of-fees-01-02-2024_fiailoa-ahsue.pdf)** updated 01-01-2024)
- Site Specific Work Plan
  - **Site Specific Work Plan (SSWP) (/globalassets/about/engineering/site_specific_work_plan.pdf)**
- Right of Entry Encroachment Forms
  - **SCRRA Form No. 4 – Agreement for Moving Oversized Loads over Highway-Rail Grade Crossings (/globalassets/about/engineering/right-of-way/scrra-form-no-4-11-11-2022-fillable.pdf)** (Updated 03-13-2023)
  - **SCRRA Form No. 5 – Indemnification and Assumption of Liability Agreement (/globalassets/about/engineering/scrra-form-no-5-8-1-2023.pdf)** (Updated 09-05-2023)
  - **SCRRA Form No. 6 – Temporary Right-of-Entry Agreement (/globalassets/about/engineering/scrra-form-no-6-8-1-2023.pdf)** (Updated 09-05-2023)
  - **SCRRA Form No. 7 – Special Events Railroad Crossing Notification (/globalassets/about/engineering/right-of-way/scrra-form-7—special-events-03-10-2023-fillable.pdf)** (Updated 03-13-2023)
  - **SCRRA Form No. 37 – Rules and Requirements for Construction on Railway Property (/globalassets/about/engineering/scrra_form_no_37.pdf)**
  - **Signal and Communication Cable Mark Out Form (/globalassets/about/engineering/cable-marking-request-form-v2-2023.08.01.pdf)**

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 1/6/2025

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Water Infrastructure	501910	8402	501066	$ 506,843
				$ 506,843 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Misc. Receipts - DMI Incentives	501900	4814	501066	$ 506,843
				$ 506,843 -

JUSTIFICATION: City received $506,843 from the San Bernardino Valley as part of the Demand Management Incentive (DMI) for the water conservation program and deposited it into the Water Fund (501). City would like to utilize this fund to complete the project.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **L. 5.**

DATE: 03/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a $669,000 Public Works Construction Contract with Onyx Paving Company, Inc. for citywide pavement repairs related to utility repairs, a $469,000 additional appropriation, and determination that the project is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that City Council determine approval of a $669,000 Public Works Construction Contract with Onyx Paving Company, Inc. for citywide pavement repairs related to utility repairs is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the $469,000 additional appropriation from the Water Fund; and

3. I move to approve the 2025 Citywide Pavement Repair for Water Utilities project specifications, and Public Works Construction Contract with Onyx Paving Company, Inc. in the amount of $669,000.

RECOMMENDATION:

Staff recommends City Council determine approval of a $669,000 Public Works Construction Contract with Onyx Paving Company, Inc. is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of the 2025 Citywide Pavement Repair for Water Utilities Project specifications, approval of a $469,000 additional

appropriation from the Water Fund, and approval of a $669,000 Public Works Construction Contract with Onyx Paving Company, Inc.

DISCUSSION:

Annually, MUED staff repairs approximately 250 broken water mains, services, valves, blow-offs, and other water utility infrastructure within the Redlands water service area that require asphalt removal and trenching. After each repair, these trenches are covered with temporary asphalt until hot mix asphalt material is available for permanent patching. This permanent asphalt patching has historically been completed by a contractor hired by MUED and services were only provided when requested by MUED staff. The 2025 Citywide Pavement Repair for Water Utilities (Project) was developed to provide clear, concise Project specifications and quantities for prospective bidders to complete all permanent asphalt patching services with a single project.

A Project Bid Notice was issued in December 2024, and bids were received from the following contractors before the January 14, 2025 submittal deadline:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. Onyx Paving Company, Inc. Anaheim, CA	$669,000
2. Gentry General Engineering, Inc., Colton, CA	$736,920
3. Hardy & Harper, Inc., Lake Forest, CA	$1,329,750

MUED staff determined that Onyx Paving Company, Inc. submitted the lowest responsive and responsible Project bid. Staff recommends City Council approval of a $669,000 Public Works Construction Contract with Onyx Paving Company, Inc. to complete this project. It is anticipated that the Project will be completed within 240 working days after a Notice To Proceed is issued.

This project is exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act since the Project involves maintenance of existing streets, without expanding use.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	Yes
Amount:	$469,000
Budgeted Y/N:	Yes
Account No.:	501900-7207

Discussion:

The FY 24/25 and FY 25/26 MUED budgets each include $200,000, for a total of $400,000, for this project. Additionally, the Project scope of work expanded after approval of the bi-annual MUED budget, requiring an additional $269,000 to complete all Project tasks. In order to issue a purchase order for the total Project cost in FY 24/25, the total Project cost must be appropriated in the current FY. Therefore, MUED staff recommends City Council approval of a $469,000 additional appropriation from the Water Fund (501).

Attachments

A. Onyx Paving Public Work Contract
B. Bid Opening Report
C. Bid Analysis
D. Project Specifications
Additional Appropriation Form

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 4th day of March, 2025, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Onyx Paving Company, Inc. (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: 2025 Citywide Pavement Repair for Water Utilities, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2025 Citywide Pavement Repair for Water Utilities, Project No. 20250114 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of six hundred sixty-nine thousand dollars ($669,000) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within two hundred forty (240) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars/cents ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and

processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

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

CITY OF REDLANDS

(SEAL)

By:_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Onyx Paving Company, Inc._____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
2025 Citywide Pavement Repair for Water Utilities
Project No. 20250114

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this _____ day of _____, 2025.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Onyx Paving Company, Inc. (hereinafter designated as "Principal") have entered into an agreement dated March 4, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as 2025 Citywide Pavement Repair for Water Utilities and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of six hundred sixty-nine thousand dollars ($669,000) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement 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 true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement 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 Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Onyx Paving Company, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated March 4,, 2025, and identified as 2025 Citywide Pavement Repair for Water Utilities is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of six hundred sixty-nine thousand dollars ($669,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2025.

(SEAL)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **14th day of January 2025 at 1:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **2025 Citywide Pavement Repair for Water Utilities. Project No. 20250114**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Total Bid Amount
1	Onyx Paving Company, Anaheim, CA	Yes	Yes	$669,000.00
2	Gentry General Engineering Inc., Colton, CA	Yes	Yes	$736,920.00
3	Hardy & Harper, Inc., Lake Forest, CA	Yes	Yes	$1,329,750.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Bryan Arellano, Goutam Dobey

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 20250114 BID DATE: 1/14/2025
2025 Citywide Pavement Repair For Water Utilities START DATE: 3/10/2025

Item No.	Bid Item	Quantity	Unit	Onyx Paving Company, Inc.		Gentry General Engineering, Inc.		Hardy & Harper, Inc	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Sawcut Remove & Replace Asphalt	SF	15,000	$ 28.00	$ 420,000.00	$ 27.00	$ 405,000.00	$ 34.00	$ 510,000.00
2	Grind & Overlay	SF	30,000	$ 5.55	$ 166,500.00	$ 8.00	$ 240,000.00	$ 25.00	$ 750,000.00
3	Remove Existing Temporary Material	SF	1,000	$ 44.00	$ 44,000.00	$ 31.00	$ 31,000.00	$ 37.00	$ 37,000.00
4	Replace Pavement Striping in Kind	LF	1,000	$ 9.39	$ 9,390.00	$ 16.00	$ 16,000.00	$ 5.00	$ 5,000.00
5	Replace Thermoplastic Pavement Markings	EA	10	$ 1,700.00	$ 17,000.00	$ 1,050.00	$ 10,500.00	$ 600.00	$ 6,000.00
6	Replace Traffic Loops	EA	10	$ 1,111.00	$ 11,110.00	$ 3,400.00	$ 34,000.00	$ 725.00	$ 7,250.00
7	Replace Pavement Markers	EA	20	$ 50.00	$ 1,000.00	$ 21.00	$ 420.00	$ 725.00	$ 14,500.00
			Total Bid Price	**$**	**669,000.00**	**$**	**736,920.00**	**$**	**1,329,750.00**

Low Bidder #1, #2 and #3

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

2025 CITYWIDE PAVEMENT REPAIR FOR WATER UTILITIES
Project No. 20250114

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
No. C 75646
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

DECEMBER 2024

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

2025 CITYWIDE PAVEMENT REPAIR FOR WATER UTILITIES
Project No. 20250114

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" 2021 Edition; "Standard Plans for Public Works Construction" 2021 Edition; Municipal Utilities and Engineering Department's Water Systems Standard Specifications and Sanitary Sewer System Standard Specifications, latest editions; and General Permit Conditions and Trench Specifications.

City Council:
Eddie Tejeda, Mayor
Paul T. Barich, Mayor Pro Tem
Denise Davis, Councilmember
Jenna Guzman-Lowery, Councilmember
Mario Saucedo, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

DECEMBER 2024

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2025 CITYWIDE PAVEMENT REPAIR FOR WATER UTILITIES
Project No. 20250114

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
2025 CITYWIDE PAVEMENT REPAIR FOR WATER UTILITIES
Project No. 20250114

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands invites all and will receive sealed Proposals (Bids) at the office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands, CA 92373, on **January 14, 2025**, up to the hour of **1:00 p.m.,** at which time they will be opened and publicly read. Bids shall be marked: **BID FOR: 2025 CITYWIDE PAVEMENT REPAIR FOR WATER UTILITIES, Project No. 20250114.**

The City Council of the City of Redlands reserves the right to reject any and all Bids, to waive any irregularity, and award contracts in the best interests of the City.

The City of Redlands utilizes PlanetBids, a web based bid management service to manage request for bids. PlanetBids does not charge a fee to access and view current project 'Request for Bids"; however, they require potential contractors, subcontractors and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://www.cityofredlands.org/RFP.

Proposals (Bids) shall be executed on the separately bound forms included within the "Bid Submittal Package" in accordance with the instructions contained therein.

Bid security, in the form of a cashier's check, a certified check made to the order of the City of Redlands, or a Bidder's Bond, and in an amount not less than ten percent (10%) of the amount of the Bid is required to be submitted with each Bid. Said check or bond shall be given as a guarantee that the bidder will enter into contract with the City of Redlands if awarded the work, and will be declared forfeited if the selected bidder fails to enter into contract within fourteen (14) days after Notice of Award.

The Bidder to whom award is made will be required to furnish a Labor and Material Bond and a Faithful Performance Bond each in an amount of 100% of the Bid amount, from surety company satisfactory to the City of Redlands.

Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance of the work.

Pursuant to the provisions of Section 3300 of the California Public Contract Code, Bidders shall be licensed as "Class A" or "Class C-12" and provide their California State Contractor's License numbers to the City. In addition, 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.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

All questions related to this project shall be directed to Bryn Arellano, Project Manager, at 909-798-7584 Ext 8. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Jeanne Donaldson

City Clerk, City of Redlands
San Bernardino County, California

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
2025 CITYWIDE PAVEMENT REPAIR FOR WATER UTILITIES
Project No. 20250114

Bids to receive consideration shall be made in accordance with the following instructions:

1. PROPOSALS:

a. Bids shall be made upon the form of proposal furnished by the City. All Bids shall be properly executed with all items filled in; the signatures of all persons signing shall be in longhand. If the unit price and the total amount named by a Bidder for any item are not in agreement, the unit price shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the sum of the individual bid item's and the total amount named by a Bidder are not in agreement, the sum of the bid item's shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the total price written in words and the total price written in figures are not in agreement, then the total price written in words will be considered as representing the Bidder's intention, and the totals will be corrected by the Engineer to conform thereto.

b. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete Bids, erasures, or irregularities of any kind. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

c. Bids shall be accompanied by a cashier's or a certified check or Bidder's admitted corporate surety bond, in an amount not less than ten percent (10%) of the bid, made payable to the City of Redlands. Said check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the work. In the case of refusal or failure to enter into said Contract, within fourteen (14) days after Notice of Award by the City in writing, the security shall be applied by the City to the difference between such bid and next lowest acceptable bid and surplus, if any, shall be returned to Bidder if cash or check is used, or to Surety if bid bond is used.

d. Before submitting a bid, Bidders shall carefully examine the Plans; read the Specifications; read all other Contract documents; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the Contract. No allowance will be made due to lack of examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality and scope of work to be performed; the quantities of materials to be furnished; and as to the requirements of the Bid Proposal, plans and specifications.

e. Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

f. The bid must be submitted on or before the date and time specified in the Notice Inviting Sealed Proposals (Bids). The bid shall be submitted in a sealed envelope marked in the lower left corner as follows:

BID FOR: 2025 CITYWIDE PAVEMENT REPAIR FOR WATER UTILITIES, Project No. 20250114

g. Bids will be opened and publicly read aloud at the time set in the Notice Inviting Sealed Proposals (Bids), in the Office of the City Clerk, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

2. AGREEMENT AND BONDS:

The form of Contract which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents (CD) of these specifications and should be carefully examined by the Bidder. The Agreement, admitted Corporate Surety Bonds and other documents to be executed by the Contractor shall be executed in original-duplicates stamped according to law, one of which original-duplicates shall be filed with the City Clerk of the City of Redlands. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a faithful performance bond and a labor and material bond, each in an amount equal to one hundred percent (100%) of the Contract price. Said bonds shall provide that if the Contractor or their Subcontractor fails to pay for any materials, provision, provender or other supplies or items used in, upon, for or about the performance of the work contracted to be done, or for any work of labor thereon of any kind, or for amounts due under the Unemployment Insurance Act or Workman's Compensation, with respect to such work or labor, that the surety or sureties will pay for the same. The amount shall not exceed the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court. All bonds shall be secured from surety companies satisfactory to the City of Redlands and whose name is on file with the County Clerk of San Bernardino County, as an approved and financially sound surety company authorized to transact business in this state.

3. WITHDRAWAL OF BIDS:

a. Any Bidder may withdraw his Bid, only by written request, at any time prior to the scheduled time for Bid Opening.

b. No Bidder may withdraw his Bid for a period of sixty (60) days after the time of Bid Opening except as allowed by the California Public Contract Code.

4. INSURANCE AND HOLD HARMLESS REQUIREMENTS:

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. 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 City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Insurance Requirements as follows:

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5. LICENSES AND PERMITS:

No bid will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.

The Contractor shall, at the time of bid opening, possess a valid "Class A" or "Class C-12" Contractor's license, and provide its California State Contractor's License number to the City.

All subcontractors listed at the time of bid opening shall possess a valid Contractor's license for the work in which they are specified to complete within the Bid Submittal Package.

The Contractor shall, prior to Notice to Proceed, procure all other permits and licenses as stipulated in the GENERAL CONDITIONS.

In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 or awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors shall submit proof of registration status with their bid submission to the City of Redlands. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. SUBSTITUTION OF SECURITIES:

In accordance with applicable provisions of State law, the Contractor will be permitted to substitute qualified securities in lieu of retention of withheld progress payments by the Owner.

7. SUBCONTRACTORS:

Pursuant to Section 4105 of the California Public Contract Code, the bidder may not circumvent the requirement to list subcontractors by the device of listing one subcontractor, who in turn sublets portions constituting a majority of the work covered by the contract.

A. Pursuant to California Government Code section 4106, subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the Contractor's total bid shall be set forth in a list of subcontractors within the bid documents. Such list shall be accompanied by an experienced statement with pertinent information regarding similar projects and other evidence of qualifications for each such subcontractor, supplier, individual, or entity if requested by City. If City or engineer, after doing an investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, City may, before the notice of award is given, request the apparent successful bidder to submit a substitute, without an increase in the bid.

B. If the apparent successful bidder declines to make any such substitution, City may award the contract to the next lowest bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities declining to make the request and substitutions will not constitute grounds for forfeiture of the bid security of any bidder. Any subcontractor, supplier, individual or entity so listed and against which City makes no written objection prior to the giving of the notice of award will be deemed acceptable by City subject to verification of such assessments after the effective date of the agreement as provided herein.

8. NON DEBARRED CONTRACTORS AND SUBCONTRACTORS

The Contractor and all of its subcontractors shall, at the time of bid opening and for performance of this public works contract, be non-debarred contractors and not be ineligible Contractors pursuant to Public Contract Code section 6109 and Labor Code sections 1777.1 and 1777.7.

9. LABOR LAW REQUIREMENTS

Prior to the start of construction, the Contractor and each subcontractor shall submit to the City an executed Checklist of Labor Law Requirements, included within Appendix A, certifying that each Contractor and Subcontractor will comply with the foregoing Labor Law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

By submitting a bid, the prime contractor and subcontractors involved in this project assure that they intend to comply with the labor law requirements noted within Appendix A, fully understanding that failure to comply may subject them to penalties as noted.

10. BID PROTEST PROCEDURES

Any bid protest must be in writing and received by the City Clerk's Office at 35 Cajon Street, Suite 4, Redlands, CA 92373, before 5:00 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that City is open for normal business, and excludes weekends and holidays as observed by the City.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

10.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

10.5 Copy of Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Contract notwithstanding any pending or continuing challenge to its determination.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA herein called the "City".

Pursuant to and in compliance with your Notice Inviting Bids, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the plans thereto, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

2025 CITYWIDE PAVEMENT REPAIR FOR WATER UTILITIES
Project No. 20250114

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder. This project is intended to provide full work days of operation, at least 15 patches a week. Once list of repair works is provided to the Contractor, Contractor will have 30 calendar days to complete the work. The anticipated duration of the contract is 730 calendar days.

BID SCHEDULE

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Sawcut & Remove Temporary Asphalt & Replace with Conventional Asphalt per City of Redlands Surface Restoration & Trench Backfill Detail	15,000 SF	$_____/SF	$_____
2	Grind & Overlay 0.10 ft. min. & Replace with Conventional Asphalt per City of Redlands Surface Restoration & Trench Backfill Detail	30,000 SF	$_____/SF	$_____
3	Remove Existing Temporary Material and Place 4-inch Depth PCC (560-C-3250) on compacted base	1,000 SF	$_____/SF	$_____

BID SCHEDULE CONTINUED

(See "Section 01200 – Measurement and Payment" for Bid Item description)

4	Replace Pavement Striping in Kind (paint/Thermoplastic)	1,000 LF	$_____/LF	$_____
5	Replace Thermoplastic Pavement Markings (Legends, Arrows, etc.)	10 EA	$_____/EA	$_____
6	Replace Traffic Loops	10 EA	$_____/EA	$_____
7	Replace Pavement Markers	20 EA	$_____/EA	$_____
			BID SCHEDULE TOTAL PRICE (1-7)	**$_____**

Note: Quantities stated above in the Bid Schedule table are estimates only and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The City may order more or less than the estimated quantity indicated on Bid Schedule price sheet.

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

BID SCHEDULE TOTAL PRICE: **$**_____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

_____

_____

* Provision is made here for the Bidder to include an addition or deduction in its bid, if it wishes, to reflect any last-minute adjustments in prices. The addition or deduction, if made, will be proportionately applied to the Progress Payments total for the respective item in the Schedule of Prices, the amount being added or deducted for each monthly payment. The unit prices entered in the Schedule of Prices will not be affected.

LOW BID DETERMINATION:

The low bid will be determined pursuant to Public Contract Code Section 20103.8 as the lowest bid price on the Bid Schedule Total Price on page BD 11. A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

ADDENDA

Receipt of the following addenda is hereby acknowledged and the same is included in the Bid Price:

Addendum #1_____ (initials) Addendum #2_____ (initials) Addendum #3_____ (initials)

Addendum #4_____ (initials) Addendum #5_____ (initials) Addendum #6_____ (initials)

ATTEST: (if Corporation)

(Corporation Seal)

_____	_____
Company Name	Signature
_____	_____
Address	Name
_____	_____
City, State, Zip	Title

BID CERTIFICATION

The undersigned certifies that they are familiar with the various State and local laws affecting labor, length of working days, employer's liabilities, Sunday work, alien labor, domestic materials, Subcontractors, etc.

It is understood and agreed that the work under the contract will be commenced by the undersigned Bidder, if awarded the contract, within ten (10) calendar days from the date in the Notice to Proceed and will be completed by the Contractor in the time set forth in the **CONTRACT**.

Enclosed find Bidders bond or certified or cashier's check No. _____ on the _____ Bank, in the amount of _____ _____ which is not less than ten percent (10%) of the Bid submitted by the undersigned, made payable to the City of Redlands, California and which is given as a guarantee that the Bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this Bid and the money made payable shall become and remain the property of the City of Redlands.

It is understood and agreed that the City of Redlands has the right to waive defects or irregularities and to accept or reject any or all Bids. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of the Bid Opening except as allowed by the California Public Contract Code.

The following information, required by State law under penalty of perjury, is true and correct. Failure to complete this information renders the bid non-responsive, and the bid must be rejected.

_____	_____
Company Name	Signature
_____	_____
Address	Signatory's Title
_____	_____
City, State, Zip	State License Number and Class
_____	_____
Telephone Number	License Expiration Date

Dated this _____ day of _____, 20___.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the Project No. 20250114.

NOW, THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a written contract on the form of agreement bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials; then this obligations shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and Judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____.

_____**(SEAL)**
(Principal)

By:_____
(Signature)

_____**(SEAL)**
(Surety)

By:_____
(Signature)

Address:_____

_____

Telephone (___)_____

(Seal and Notarial Acknowledgment of Surety)

STATEMENT BY BIDDER
NON-COLLUSION AFFIDAVIT

STATE OF)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that

he is
(Sole Owner, a Partner, President, Secretary, etc.)

of
(Contractor)

the party making the foregoing bid on Project No. 20250114 that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or of any other Bidder or to fix any overhead, profit, or cost element of the bid price or of that of another bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that the Bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: _____ Title: _____

Subscribed and sworn to before me this _____ day of _____, 20___.

Signature of Officer Administering Oath
(Notary Public)

STATEMENT BY BIDDER
OFFICERS OF CORPORATION (Members of Firm)

The names of all persons interested in the foregoing proposals as principals, are as follows: (IMPORTANT NOTICE - if Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full).

_____ _____

_____ _____

_____ _____

Licensed in accordance with an act providing for the Registration of Contractors, License

No. _____.

Signature of Bidder _____ Dated_____

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer(s) authorized to sign contracts on behalf of the corporation; if Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership, and if the Bidder is an individual, that signature shall be placed above.

STATEMENT BY BIDDER
SUB-CONTRACTORS LIST

Bidder supplies the following information for any Subcontractor who will perform work or labor or render services to the prime contractor, etc. to be used on Project No. 20250114, all in accordance with Section 4104 of the California Public Contract Code.

LICENSED SUBCONTRACTOR'S NAME AND BUSINESS ADDRESS	LICENSE #	SPECIFIC DESCRIPTION OF SUBCONTRACT & BID ITEM #	% OF BID ITEM TO BE PERFORMED

STATEMENT BY BIDDER
QUALIFICATION AND EXPERIENCE STATEMENT

The following outline is a record of the undersigned Bidder's experience in construction of three (3) projects of a type similar in magnitude and character to that contemplated under Project No. 20250114 within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

CONTRACT DOCUMENTS
(CD)

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PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 20__, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and _____ (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: 2025 Citywide Pavement Repair for Water Utilities, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2025 Citywide Pavement Repair for Water Utilities, Project No. 20250114 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within two hundred forty (240) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars/cents ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and

processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

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

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
2025 Citywide Pavement Repair for Water Utilities
Project No. 20250114

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this _____ day of _____, 2025.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____, 20XX ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as 2025 Citywide Pavement Repair for Water Utilities and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement 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 true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement 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 Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated _____, 2025, and identified as 2025 Citywide Pavement Repair for Water Utilities is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____ dollars ($_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2025.

(SEAL)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

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GENERAL CONDITIONS
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GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2021 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The City Engineer of the Agency, or other person designated by the City Engineer, acting either directly or through authorized agents."

Fabricated. An item specifically assembled or made out of selected materials to meet individual design requirements.

Guarantee. See Warranty.

Laboratory. The designated laboratory authorized by the City of Redlands to test materials and work involved in the Contract.

Manufactured. A standard mass-produced unit or item meeting design requirements.

Owner. The City of Redlands, San Bernardino County, California.

Pavement. The uppermost layer of material placed on the traveled way or shoulder. Also referred to as surfacing.

Rain Day. A scheduled working day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to adverse weather-related conditions that cause the Contractor to dismiss the crew.

Street - *Delete and replace with the following:*
"Any road, highway, parkway, freeway, avenue, street, lane, alley, crossing, intersection, court, place, circle, walk, way, or any public right-of-way within the jurisdiction of the Agency."

Surety - *Delete and replace with the following:*
"An admitted corporate surety as listed by the United States Department of Treasury and duly licensed to conduct business in the State of California and County of San Bernardino and acceptable to the City of Redlands, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred."

Warranty. An extended insurance by the Contractor, of any product or item of work installed as a part of this project for replacement and/or repair for the time period specified, including but not limited to, all parts, labor, materials, tools, equipment costs, etc. necessary for the product or item of work to be in proper and acceptable working condition after completion of the project. For the purposes of this Contract, the period of coverage shall begin on the date of the Notice of Completion filed by the Owner.

Working Hours. Unless specified otherwise, working hours shall be from 7:00 AM to 4:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays, as shown on the current year Construction Schedule, are excluded unless authorized by the City.

1-7.2 CONTRACT BONDS. - *Add the following sentence to paragraph 1:*
The warranty provisions set forth in Section 7-18 shall be secured by the Contract Performance Bond required under this section and said Bond shall remain in full force and effect for a period of one year from the date of completion as specified in the Notice of Completion.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS. - *Amend the following:*

Amend the first sentence of paragraph 1 as follows:
"The Contractor will obtain all permits necessary to perform the work in streets, highways, railways or other rights-of-way."

Add the following sentence between the first and second sentences of paragraph 1:
For all work within Caltrans right-of-way, the Contractor shall obtain their own Caltrans Encroachment Permit and pay all necessary permit and inspection fees as required by Caltrans.

Add the following paragraph:
The Contractor shall, prior to the start of work, procure all permits and licenses, including but not limited to, a City Business License for itself, subcontractors, and all parties performing actions

associated with this contract within the City of Redlands, City Truck Route Permit, City Street/Lane Closure Permit, City Encroachment Permit, USA Verification Number, DOSH Excavation Permit, other permits required by agencies and/or utilities having jurisdiction on the work, pay all charges and fees required by the City, other agencies and utilities, and give all notices necessary and incidental to the due and lawful prosecution of the work. All City permits associated with this project are no fee to the Contractor.

SECTION 3 - CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS.

3-7.1 General. – *Add the following paragraphs:*
Contractor's working drawings or plans for any structure not included in the plans shall be approved by the Engineer before any work is performed. It is mutually agreed that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of their working plans with the approved plans and specifications.

Finished surfaces in all cases shall conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans will be determined by the Engineer and approved in writing. In the event of a discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

Should it appear that the work to be done or any matter thereto is not sufficiently detailed or explained by the plans and specification, the Contractor shall apply to the Engineer for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original plans and specifications.

3-7.1.1 Preconstruction Meeting. The Contractor to whom the contract is awarded, and all his major subcontractors, shall attend a pre-construction meeting. The time and location of said meeting will be set by the City. Contractor will be given adequate notice of such meeting. It shall be the Contractor's responsibility to notify his subcontractors of the time and location of the meeting. All submittals as required under the General Requirements shall be submitted by the Contractor at the time of the meeting.

The Contractor will be provided with an electronic (.PDF file) of the conformed plans and specifications for their use throughout the project. Contractor is responsible for all costs of reproduction.

Progress meetings will be scheduled by the City. The Contractor will be given at least five working days notice of the time and location of said meetings. The Contractor has the responsibility of notifying his subcontractors, suppliers, and fabricators of the time and location of said meetings. Meetings will be held either at the job site, at the offices of the City of Redlands, or at any other location approved by the City. The Contractor may request, in writing, that a meeting be held. The City will schedule a meeting at the Contractor's request not more than five working days after receiving said written notice.

3-7.2 Precedence of Contract Documents. – *Replace paragraph 2 with the following:*
The precedence shall be (A. being highest, O. being lowest):

A. Permits from other Agencies as may be required by law.
B. Change Orders.
C. Contract.
D. Addenda.
E. Bid Schedule/Proposal.
F. General Requirements.
G. Technical Specifications.
H. Plans.
I. MUED General Permit Conditions and Trench Specifications.
J. City of Redlands Water & Sewer Systems Standard Specifications.
K. General Conditions.
L. City of Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements and all Supplements
M. Standard Specifications for Public Works Construction (SSPWC), 2018 Edition
N. Standard Plans for Public Works Construction, 2012 Edition
O. Reference Specifications.

3-8.7 Record Drawings. The Contractor shall maintain at the job site, a set of record drawings for the work showing: exact location information of all existing underground utilities encountered, final locations determined in the field, any deviations from the plans and specifications and new work performed within the work area; and all differences between the work as drawn and as installed for all concealed work as well as work added which is not shown on the drawings. Concealed work shall mean all work installed underground or in an area which cannot be readily inspected by use of access panels, inspection plates or other removable features. When vacuum excavation (potholing) services are required, contractor to provide report that identifies depth and alignment of underground utilities.

These record drawings shall be kept current and legible, and shall be available for inspection at all times by the Engineer, Architect and Contractor. All information, changes in the work or work added on these record drawings shall be marked in red. All markings shall use the same legends that are used on the drawings. Indicate locations by exact dimensions and elevations. Give dimensions and elevations from a permanent reference point and prepare all changes to scale.

At the end of construction, the contractor shall prepare one set of marked-up prints of the record drawings indicating any and all revisions and changes to the drawings reflecting As-Built conditions. The drawings shall also contain a listing of all subcontractors who worked on the construction project. The As-Built drawings will be submitted to the Municipal Utilities and Engineering Department for review and approval by the City Inspector and Engineer.
The design engineer or City staff shall prepare the final As-Built drawings for record purposes in one of the following two ways: (1) Check out the original drawings from the City and manually revise the drawings to reflect the As-Built condition; or (2) Re-plot the original drawings electronically on 4 mil mylars and make revisions electronically to reflect the As-Built conditions. The final As-Built drawings will be reviewed and approved by the City Inspector and Engineer

The construction related bonds will not be released by the City until the As-Built drawings are accepted by the Engineer and all City stipulated conditions for the release of the bonds have been satisfied.

3-10 SURVEYING.

3-10.3 Line and Grade. - *Add the following sentences to paragraph 1:*
All distances and measurements shown are and will be made in a horizontal plane. Construction line and grade staking shall be set at maximum intervals of 25 feet when the grade is 0.50 percent or greater. Construction line and grade staking shall be set at maximum intervals of 12 feet when the grade is less than 0.50 percent.

3-10.4 Permanent Survey Markers.
The Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Profession Code shall be hired as a subcontractor or employed by the Contractor.

3-10.5 Survey Service.
Contractor shall be responsible for: furnishing all surveying and staking, horizontal and vertical, as shown on the plans and in accordance with the specifications; furnishing all staking for sub-grade and base course grades per typical sections; replacing any existing monuments and ties which have been destroyed by construction; identifying, locating and tying out all monuments and ties necessary within the work area; and shall reinstall all disturbed monuments and ties, supplying the Engineer with copies of monument and tie sheets recorded with the County Surveyor in accordance with applicable State law. Monuments shall be approved by the Engineer.

Surveying and staking shall be done by a Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Professions Code.

Unless otherwise specified, stakes will be set and stationed by the Contractor's surveyor for curbs, headers, sewers, storm drains, structures, rough grade and all other staking necessary for the construction of the work. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet to be supplied to the Engineer. The Contractor shall dig all holes necessary for line and grade stakes.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.2 Acceptance. - *Add the following paragraphs:*
The Contractor shall submit written assertion that the work has been completed prior to the Engineer making final inspection. The Engineer will have 48 hours to inspect the work. If the Engineer determines that the work is not complete, written notice will be given.
Until final acceptance of work by the Engineer, the Contractor shall have charge and care thereof from damage caused by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and

make good all injuries or damage to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

All work which has been rejected shall be remedied or removed and replaced by the Contractor at their expense with work conforming to the plans and specifications. Any defective material or workmanship which may be discovered before final acceptance or within one year from the date of final acceptance shall be immediately corrected by the Contractor at their expense, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver a complete, operational project that complies in all details with these specifications, at the time of final acceptance.

Any omission or failure on the part of the City to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed as acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The City will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the City is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

Nothing in this section shall be construed to limit the rights of the City to immediately correct conditions which are unsafe or which pose a public health nuisance. Should said corrections later be found to be caused by defective material and/or workmanship, the Contractor and their surety shall reimburse the City for costs reasonably incurred while attending the situation.

In the event it is necessary for the City to file suit to enforce any liability of the Contractor pursuant to this Section, the City shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees including reasonable attorneys' fees incurred by the City in successfully enforcing the Contractor's obligation, all to be taxed as costs and included in any judgment rendered.

3-13.3 Warranty. - *Amend the following:*

Amend the first sentence of the paragraph 3:
"The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence from the date of the final acceptance, except where longer warranty periods are specified."

Add the following paragraphs:
All start-up and testing shall be complete, approved and accepted before final acceptance, substantial completion, or beneficial occupancy.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the specifications or by law. The remedies provided herein shall not be exclusive and the City shall be entitled to any and all remedies provided by law.

3-14 INSPECTION.

The Contractor shall notify the Engineer at least 24 hours in advance before inspection is required. Whenever the Contractor varies the period during which work is carried on each day, due notice shall be given to the Engineer so that proper inspection may be provided. Varied working hours may be allowed only upon written authorization from the Engineer.

Work financed in whole or in part with funds from another public entity or performed within the jurisdiction of another public entity shall be subject to inspection at all times by authorized representatives of that entity.

The work shall be ready for inspection, whether by City, other public entities or independent testing laboratories, at the scheduled times arranged by the Contractor. If, in the City's sole judgment, the work is not ready and the inspection must be rescheduled, the Contractor shall be notified. The Contractor shall reschedule the inspection and provide the proper 24 hour notification for the rescheduled inspection. Any costs incurred by the City for rescheduled inspections shall be reimbursed prior to the release of Bonds.

In order to allow for inspection, the Contractor shall notify the City's inspector sufficiently in advance of the permanent concealment of any materials or work. The City's inspector shall make the appropriate notifications to other public entities and independent testing laboratories for inspections. All inspections required in the specifications for this project shall be coordinated through the City's inspector.

If any work is concealed or performed without the prior notice specified, the work shall be subject to such tests or exposure as may be necessary to prove to the City, Architect and Engineer, that the materials used and the work performed are in conformity with the drawings and specifications. All labor, tools, materials and equipment necessary for exposing and testing shall be furnished by the Contractor at their expense. The Contractor shall replace at their expense, any materials or work damaged by exposure or testing.

Overtime inspection may be requested by the Contractor. Overtime inspection includes but is not limited to, any hours worked outside of the inspector's normal working hours including weekends and holidays. Such requests shall be on a case-by-case basis as determined by the Engineer. If the Engineer so determines and approves, overtime inspection shall be paid for by the Contractor at the current City billing rate at the time of request or as billed by other public entities or independent testing laboratories. Any costs incurred by the City for overtime inspection shall be reimbursed prior to the release of Bonds.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL. - *Delete and replace with the following:*

Should any work performed or material furnished under the Contract prove defective or not in accordance with the Plans and Specifications and in the opinion of the Engineer such defect is not of

sufficient magnitude or importance to make the work dangerous or unusable, or if the removal of such work is impracticable or will create dangerous or undesirable conditions, the Engineer at his discretion shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefore in the payment due the Contractor as may be just and reasonable.

4-1.1 Warranty of Title. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials supplied and equipment installed and incorporated in the work and agrees, upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Owner.

4-1.2 Clayton Act. In submitting a bid to the City, if the bid is accepted the Contractor agrees it will assign to the City all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 [commencing with Section 16700] of Part 2 Division 7 of the Business and Professionals Code), arising from purchases of goods, materials, or services by the Bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITES

5-1.1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

A noise level limit of 86 dbA at a distance of 15 m (50 feet) shall apply to all construction equipment on or related to the work 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.

5-1.2 General.

The enclosed toilets required by this section shall be located within an approved yard, if one is acquired by the Contractor. If a yard is not acquired by the Contractor or the project is not within a City owned property, the toilets must be installed on a trailer and removed from the jobsite each day. At no times shall toilets be stored within the public right of way outside of working hours.

5-3 LABOR. - *Amend the following:*

5-3.1 General. - *Add the following paragraphs:*

Employment of apprentices are required on projects of $30,000 or more. Provisions in Sections 1777.5 of the California Labor Code fixes responsibility of compliance with that section for all apprenticeable occupations with the Contractor. Section 1777.5 provides that the Contractor and every Subcontractor shall submit contract award information to the applicable joint apprenticeship committee. One apprentice hour for every five journeymen hours worked is the minimum State requirement applicable to each apprenticeable trade. Section 1777.7 of said Labor Code provides that the Contractor shall forfeit as a civil penalty the sum of one hundred dollars ($100.00) for each calendar day of noncompliance with provision of said Section 1777.5.

The Contractor will observe all applicable health and safety requirements, including, but not limited to the California and Federal Occupational Safety and Health Acts. The Contractor shall submit for review by the City a Site Specific Health and Safety Plan prior to the commencement of construction activities. This Plan shall meet or exceed the requirements of 29 CFR 1910.120.

5-3.2 Prevailing Wages. - *Add the following paragraphs:*
Contractors are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City Council of the City of Redlands, California, by Resolution No. 2326, has ascertained the general prevailing rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed, for each craft or type of workman or mechanic needed to execute the Contract which will be awarded to the successful Bidder. The Contractor shall comply with Sections 1770 to 1780 inclusive of the Labor Code and Master Labor Agreement of Southern California.

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this Contract in full less legally required deductions and also deductions made pursuant to the regulations prescribed under the so-called “Kick- Back Statute” (48 Sta. 948; U.S.C. 875; 40 U.S.C. 276c).

In accordance with Section 1775 of the California Labor code, Contractor shall forfeit to City, as a penalty, a minimum of $40 for each day, or portion thereof, and a maximum of $200 for each day, or portion thereof, for each worker paid, either by Contractor, or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.

Contractor further agrees to fully comply with all applicable provisions of the California Labor Code including but not limited to Sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Failure to abide by prevailing wages and laws by Contractor will be enforced.

The Contractor or subcontractor shall, as a penalty, to the State or political subdivision on whose behalf the contract is made or awarded forfeit twenty-five ($25) dollars for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any calendar work in violation of Labor Code section 1813.

5-3.3 Payroll Records. – *Delete and replace with the following*:
The contractor and subcontractors shall submit electronic certified payroll on a weekly basis to the City of Redlands through LCPtracker. LCPtracker is a web-based labor compliance management system. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides either computer based or web based training. Training can be accessed via the "Book Now" button located under the "Projects" tab. The prime contractor shall submit their certified payroll, along with any subcontractor who is performing any labor, on a weekly basis. The prime contractor is responsible for all communication with their subcontractors and shall submit their subcontractor's certified payroll as part of their weekly payroll packet. All labor compliance correspondence and submissions will be made through the LCPtracker software.

All certified payroll shall be submitted no later than 7 days from the close of the pay period. The payroll records shall set out accurately and completely the name, social security number, classification and hourly wage rate of each employee, hours worked by employee during the payroll period and a full weekly wages and the actual weekly wages paid to the employee. Such certified payroll records shall be made available at all time for inspection by the City, the Department of Industrial Relations, the Department of Labor or authorized representatives within ten days of request. The contractor and subcontractor shall preserve weekly payroll records for a period of three (3) years from the date of completion of the Contract. In case on noncompliance with said Section 1776 and after a ten-day period following receipt of written notice, the Contractor shall forfeit to the California Department of Industrial Relations one hundred dollars ($100.00) for each calendar day or portion thereof, for each worker in non-compliance, until compliance is effectuated.

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.

A Fringe Benefit Statement shall be submitted with the first payroll and is required for both the prime contractor and any subcontractors. A new Fringe Benefit Statement will be required when general determinations are issued in February and August. Please refer to the DIR website for additional details. Any weeks where no work was performed must be represented by the submittal of a Statement of Non-Performance covering the 7 day pay period where no hours were worked on the site. Final payroll on the project should state "Final" on the certified payroll, and must be marked as such in the LCPtracker system.

Failure by the Contractor to comply with the aforementioned requirements shall result in withheld progress payments until such time certified payroll documents have been received, reviewed, and accepted by the City. The City reserves the right to seek assistance from the State Department of Industrial Relations in determining the acceptability of certified payroll submittals before release of withheld progress payments. Prior to the release of retention monies, all certified payroll must be

submitted on the project and any outstanding issues that may have occurred throughout the project must be resolved.

5-4 INSURANCE. - *Delete Section 5-4.1, Section 5-4.2 and replace with the following:*

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. 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 City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Designated Insurance Requirements shown below.

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. <u>Commercial General Liability</u>
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage

- Coverage is primary and non-contributory
- If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
- If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
- $1 Million Per Occurrence/ $2 Million Aggregate
  - City listed as an Additional Insured on the coverage
  - Coverage is primary and non-contributory
  - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
- $1 Million Combined Single Limit
  - City listed as an Additional Insured on the coverage
  - Must include liability arising from all owned, leased, hired, and non-owned autos
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
- If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
- $1 Million Per Occurrence for Bodily Injury by Accident
- $1 Million Each Employee for Bodily Injury by Disease
- $1 Million Policy Limit for Bodily Injury by Accident
  - Waiver of Subrogation in favor of City
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
- Required of Projects that involve Demolition and/or Excavation Activities
- $1 Million Per Occurrence/ $2 Million Aggregate
- City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to

indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5-4.3 Worker's Compensation Insurance. - *Delete and replace with the following:*

A. Contractor shall have worker's compensation and employer's liability insurance in force throughout the duration of the contract in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon forty-five (45) days prior written notice to City. Certificates of Insurance shall be delivered to the City at the time of the Contractors' execution of the agreement.

B. Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were

caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

5-6 PATENT FEES OR ROYALTIES. *Delete and replace with the following:*
The Contractor shall include in its Bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the City harmless from any legal action that may be brought for infringement of patents. The Contractor's attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The Contractor shall bear all costs arising from the use of patented goods and/or processes used on and/or incorporated into the Work. When use of these goods and/or processes is judged to be an infringement and the use is banned, the Contractor, at its own expense, shall, with concurrence of the Engineer, do one of the following:

A. Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);

B. Replace said goods and/or processes with non-infringing goods and/or processes;

C. Modify said goods and/or processes so that they become non-infringing; or

D. Remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the City.

The preceding shall not apply to any goods manufactured to the detailed design of the City contained in the Contract Documents.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General. - *Amend the following:*

Add the following sentences to paragraph 1:
Should watering be the sole method utilized for roadway dust abatement purposes, the maximum time interval that shall elapse between applications thereof shall be no greater than 3 hours during normal working day, supplemented by an additional application thereof immediately prior to the conclusion of the workday and at such other times as may be required, including evenings, weekends and holidays as required by the Engineer. Should the Contractor be unable to furnish dust abatement as specified, the City may perform or cause to be performed the necessary service, the expense of which will be deducted from the payment due the Contractor.

Add the following paragraphs:

To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during cleanup and dust control operations. Refer to Section 7-8.6.

Compliance with this section is of extreme importance to the City and its citizens. The City may fine the Contractor $1,000 per incident if there are issues with dust, mud, unused equipment or materials and rubbish within the construction area that result in citizen complaints. A 24 hour notice shall be issued to the Contractor and failure to correct the problems will result in the fine being levied. This fine will be in addition to those fines potentially charged for NPDES violations.

5-8 AIR POLLUTION CONTROL.

Dust control shall be performed in accordance with Subsection 7-8 of the Standard Specifications, South Coast Air Quality Management District (SCAQMD) Rule 403, the general Provisions and the following Provision.

Dust resulting from the Contractor's performance of the work, either inside or outside, the right-of-way shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust 24 hours a day, seven days a week. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work. The Rule 403 Implementation Handbook published by the SCAQMD, contains a detailed listing of reasonably available dust control measures.

Dust control ordered by the Engineer to be applied on Saturdays, Sundays or holidays will be included in the Contract price for dust control and no additional compensation will be allowed therefore.

The full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work and caused by public traffic, either inside or outside the right-of-way shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-9 STORAGE OF EQUIPMENT AND MATERIALS.

The Contractor shall be required to provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. Should the additional property be located within the city limits of the City of Redlands, the Contractor shall obtain written approval from the City of Redlands Development Services Department and comply with all conditions set therein prior to use. When private property is used for a yard area, the Contractor shall also secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted. Contractor to propose designated areas of the project site, upon approval by the Engineer, suitable for material delivery, storage, and waste collection.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-3 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

5-9.1 Storage in Public Streets.
Construction materials and equipment shall not be stored within public streets or right of way without prior approval from the City. In order to seek approval, Contractor shall submit a location map with all equipment or materials identified including size, duration and any BMP's installed and provide at least 7 days for review by the City.

5-10 WATER POLLUTION CONTROL.

The Contractor shall follow the City's guidelines for Storm Water Pollution Prevention in providing storm water pollution control at the project site, including the implementation of approved Erosion/Sediment Control Plans during construction as well as the implementation of approved Water Quality Management Plans.

Construction activities disturbing 1 acre or more of land shall comply with the State Water Resources Control Board's NPDES General Construction Storm Water Permit. A copy of the Notice of Intent (NOI) to include the Waste Discharge Identification (WDID) number shall be submitted as part of the Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for review. Call (909) 782-4130 for NOI/WDID information.

All projects requiring grading shall submit to the City for review and approval an Erosion/Sediment Control Plan and a Grading Plan. Permit(s) will not be issued until plans are approved and may be revoked if work required in these specifications are not complied with.

Construction sites shall be maintained by implementation of BMPs in such manner that pollutants are not discharged from the site to the maximum extent practicable. A few references available to help with selection and implementation of applicable BMPs are:

1. California Storm Water Best Management Practice Handbook, American Public Works Association, March 1993;
2. The Construction Site Best Management Practices Manual, November 2000;
3. Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual, November 2000;

4. California Regional Water Quality Control Board's San Francisco Bay Region, Guidelines for Construction Projects; and
5. California Regional Water Quality Control Board's San Francisco Bay Region, Erosion and Sediment Control Field Manual, July 1999.

All discharges into the storm drain system are prohibited except for potable water, properly treated discharge, and those discharges specifically approved by the Engineer. The following are some of the prohibited discharges:

1. Discharges that could have an impact on human health or the environment, cause or threaten to cause pollution, contamination, or nuisance;
2. Discharges that exceed any applicable water quality standard contained in a statewide Water Quality Control Plan or local Basin Plan; and
3. Discharges containing hazardous substances equal to or in excess of a reportable quantity listed in Federal regulations 40 CFR, Parts 117 and 302.

Materials that can cause or contribute to pollution or a violation of any applicable water quality standard include, but are not limited to: sediments; solid or liquid chemical spills; wastes from paints, stains, sealants, glues, limes, pesticides or herbicides and wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants or hydraulic, radiator and battery fluids; fertilizers; vehicle and equipment wash water or concrete wash water; concrete, detergent or floatable wastes; wastes from any engine and equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

Unless exempted or authorized by an NPDES permit, all non-storm water discharges require prior approval by the Engineer or the State Water Resources Control Board with Engineer approval.

During construction, temporary storage of such materials as identified above, must occur in a designated area physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.

De-watering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited.

Unless indicated otherwise by the Engineer, all projects, regardless of size, shall submit for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall consist of post construction BMPs which shall remain in effect throughout the life of the facility. Refer to WQMP guidelines.

5-11 TEMPORARY LIGHTS, POWER AND WATER.

Any water drawn from a City fire hydrant shall be via a City owned water meter. Said meter may be obtained from the Municipal Utilities & Engineering Department. Contractor is responsible for payment of a $1200 deposit fee. Said meter shall be returned in a condition like received, less normal wear and tear. All meters are loaned subject to the conditions of the Fire Hydrant Construction Meter

Water Service Application. Contractor must provide proposed location of meter and notify Customer Service at (909) 798-7516 each time the meter is relocated during construction. Water reasonably used in connection with the construction contract will be provided at no cost to the Contractor. Water use determined to be wasteful or unreasonable will be charged for at the prevailing rate.

5-12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall relocate, re-establish, repair or replace all existing improvements within the work limits or right-of-way which are not designated for removal (e.g., sprinkler systems, curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations.

Relocations, re-establishments, repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing or re-establishing existing improvements shall be included in the Bid.

The Contractor shall be responsible for the maintenance of the streets and roadways to be used by public and local traffic through and adjacent to the construction zone, from the date of "Notice to Proceed" until the date of acceptance of the completed construction improvements.

Street maintenance shall include filling of potholes, grading of subgrade and base, replacing signs, installing interim pavement striping and markers on the project streets and other side streets within the construction zone. Street maintenance shall also include sweeping and washing of streets, adjacent and connected to the construction zone on a weekly, or more frequent schedule, to prevent the accumulation of dust, dirt, gravel or other deleterious materials, all as necessary to maintain the construction roadways and adjacent streets in a safe, clean and drivable condition for use by public and local traffic.

Upon request from the City for information pertaining to a claim against the contractor, contractor shall provide a written/email response, including all requested information, within 14 calendar days of City's request. If a response with all requested information is not provided to the City within 14 calendar days, a penalty of $500 per calendar day will be assessed to the Contractor by the City.

5-13 PUBLIC CONVENIENCE AND SAFETY.

5-13.1 General.

The Contractor may be allowed to close the roadway, or a portion thereof, to traffic during normal work hours upon approval from the Engineer. During any closure, the Contractor shall allow access for residents, schools, trash service trucks, churches and businesses within the affected portion of roadway, except as required for construction for a reasonable period of time. The Contractor shall notify residents as noted within Section 5-18.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the Work Area Traffic Control Handbook (WATCH) prepared by the

Southern California Chapter of the American Public Works Association. During adverse weather or unusual traffic or working conditions additional devices shall be placed as directed by the engineer. All traffic signs and devices shall conform to the current State of California, Department of Transportation (CALTRANS), "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways", unless otherwise approved by the Engineer.

Fences, barriers, lights and signs shall be furnished, erected and maintained as necessary to give an adequate warning to the public at all times that the work is under construction and of dangerous conditions to be encountered as a result thereof, and warning and directional signs shall also be erected and maintained as may be required by the City. Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - $15.00 per barricade for each day or part thereof.

   For flashers - $15.00 per flasher for each day or part thereof.

   For traffic cones - $7.50 per cone for each day or part thereof.

2. In the event that the services of the Owner are required outside the normal working hours and/or days or items not noted above are furnished by the City, all costs incurred by the City shall be the responsibility of the Contractor.

The Contractor shall relocate, preserve and maintain the visibility of all signs within the project limits which affect the flow of traffic, as directed by the engineer. Any signs that are missing or found damaged shall be replaced immediately by the Contractor at his expense.

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet (25'). Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflectorized white (or yellow) stripes at an angle of 45 degrees. The stripe with shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch (18") high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty-five feet (25"). At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot (5') intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided. "No Left Turn" sign shall be provided wherever required by the Engineer.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator or other vertical obstruction.

A 4 foot wide pedestrian walkway shall be maintained in the parkway area on each side of all streets, unless otherwise authorized by the Engineer. The minimum clearance from: the edge of pedestrian walkways to any traffic lane shall be 5 feet; the edge of pedestrian walkways to any work zone shall be 3 feet; and the surface of pedestrian walkways to any overhead obstruction shall be 7 feet.

The Contractor shall, at the end of each work day, have backfilled, compacted and placed a temporary drivable roadway surface on all work areas within traveled roadways prior to leaving the job site. Failure to comply to the satisfaction of the Engineer shall result in immediate correction by City forces, and all costs shall be borne by the Contractor.
Traffic control devices shall be marked with the Contractor's name as appropriate. At no time shall any traffic control devices marked with companies or agencies other than the Contractor or subcontractors, be utilized within the work area.

All said traffic controls and safety devices shall be maintained in clean condition, with any and all graffiti removed by the end of workday on which the graffiti was first reported to the Contractor.

If the traffic control devices are deemed unacceptable by the Engineer due to being damaged, dirty, or marked incorrectly, the Contractor shall replace the traffic control devices immediately. Should the Contractor fail to furnish traffic control devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the provisions above.

5-13.1.1 Vehicular Access.
At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two (2) Class II barricades or one (1) Class II barricades and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a delineator at each side.

5-13.1.2 Signage. The Contractor shall furnish, erect and maintain all construction traffic signage as required and specified.

All construction traffic signage shall be in place prior to commencing any work, placed as needed during construction, moved as necessary and removed only upon completion of all work.

All construction traffic signage and controls shall comply with the State of California Manual of Traffic Controls, Warning Signs, Lights and Devices for use in Performance of Work Upon Highways. All construction traffic signage used in the performance of the work shall be a minimum of the encapsulated lens (high intensity) type. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices, telescoping flag trees, flags, signs, markers, portable barriers, flashing arrow signs, changeable message signs, markings and flagging equipment shall be provided and maintained in like new condition.

When a Traffic Signal is constructed as a part of the project, the Contractor shall place and maintain for one calendar month, a message board for each approach leg to a new traffic signal. The message board shall read "CAUTION - NEW TRAFFIC SIGNAL". The one month period shall

begin from the day of activation. This requirement may be lessened or waived, on a case-by-case basis, by the Engineer.

The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, including holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of notice to proceed to the completion and acceptance of the work. Any corrective work required to be performed by City forces shall be charged to the Contractor and paid in full before release of any bonds on the project.

All traffic cones shall be no less than 28 inches in height, except that shorter cones, 12 inches minimum height, may be permitted during striping maintenance operations where the only function of the cone is to separate traffic from the wet paint. All barricades used to delineate traffic at night or placed in or adjacent to the traveled roadway at night, shall be equipped with flashing warning lights.

Channelizers shall be required when lane restrictions, detours or other work conditions need to be maintained for periods longer than normal work hours. Channelizers shall be surface-mounted type and shall be furnished, placed and maintained at the locations shown on the plans or as approved by the Engineer and shall conform to these specifications. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal: (1) Safe-Hit SH236SMA; (2) Repo "The Replaceable Post"; or (3) Carsonite, "Super Duck" SDF-436.SDF-436.

5-13.2 Traffic Control Plan

The Contractor shall provide a Traffic Control Plan to the agency for approval prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days.

The Contractor shall be required to maintain one lane in each direction when working on the roadway. Access to schools, businesses, etc. shall be maintained as necessary for their operations. If closures are authorized by the Engineer, all detour signage shall be installed prior to closure of specified portion of roadway(s), and shall be maintained during closure.
The Contractor shall make provision to allow pedestrians full access across work areas at existing crosswalks, while working within those areas.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsection 7-1, of the current edition of the "Standard Specifications for Public Works Construction," including all its subsequent amendments, and the current edition of the "Work Area Traffic Control Handbook."

Traffic control and the Traffic Control Plan shall conform to the following:

a. All major streets shall remain open to through-traffic at all times, residential street will be closed to traffic only as long as it takes for material application and drying time.

b. The Traffic Control Plan shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be responsible for the preparation of Plans as necessary for specific items of work. These Plans shall be approved by the City's Engineer.

c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings, and flagging equipment shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.

In the event the slurry and cape seal ravels, a "loose gravel" (C6) sign shall be placed to adequately warn the public.

e. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the City's Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight inches (28") in height, except that shorter cones, twelve inches (12") high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.

g. Type III barricades, no less than six feet (6') in length and equipped with two (2) Type "N" markers each and two (2) flashing warning lights each, shall be used to close streets, except as otherwise specifically authorized in advance by the City's Engineer for minor maintenance work of no more than one (1) working days duration on weekdays, or on holidays only, and between 8:00 a.m. and 3:30 p.m. only. Said barricades shall be placed across the full roadway at each point of closure with the distance between

barricades or between barricades and curbs, not exceeding three feet (3'), except that one (1) eleven-foot (11')-wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) Type C2 "Road Closed" sign each or one (1) Type C3A "Road Closed to Thru Traffic" sign each.

h. Except for residential streets, as otherwise directed and/or authorized by the City's Engineer, two-way vehicular traffic shall be maintained at all times within two (2) eleven foot (11')-wide lanes on streets, having an effective roadway width of forty-four feet (44') or more with restricted parking, and other streets of lesser widths may be reduced to one (1) twelve-foot (12') wide lane with work activity being limited to one side at a time, and with one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers.

No reduction of the traveled way width shall be permitted on any City street before 8:00 a.m. nor after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless prior authorization to do so is granted by the City's Engineer.

Arrow boards shall be required for all lane closures on major streets.

i. Properly trained and experienced flaggers shall be provided to traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at such other times as is necessary to safely pass the traffic through or around the work area, and when so directed by the City's Engineer.

j. Vehicular access to occupied residential property may be restricted on weekdays other than holidays between the hours of 8:00 a.m. to 3:30 p.m. while essential work activity is taking place, with specific prior written approval from the City's Engineer, providing the Contractor gives the owner and/or resident at least forty-eight (48)-hour advance written and oral notice. See Part 2, "Notification of Residents," herein.

Convenient and safe pedestrian access to occupied residential property shall be maintained at all times. Access to mailboxes must be maintained at all time, such that the postal delivery service is not interrupted.

Access to vacant and unused property may be restricted at the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

k. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

l. An unobstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street names signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers, and devices from the view of vehicular and/or pedestrian traffic to which it applies.

m. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

n. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

o. Where vehicular access to abutting property must be restricted, the work shall be so selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance of not more than five hundred feet (500') from their homes and/or destination. Residents must be supplied written notice of such restrictions a minimum of 48 hours in advance.

p. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the City's Engineer.

q. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to hereinabove, the City reserves the right

to correct and/or mitigate any situation, which in the sole opinion of the City's Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/or final payment. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures, and shall not serve to transfer said obligations and liabilities from the Contractor to the City or the City's agents.

r. Violations of any of the above Provisions and/or Provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City's Engineer, shall at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by Contractual obligation or State law, whichever is applicable.

Full compensation for furnishing all labor, materials, tools, equipment, flaggers, lights, channelizers (surface mounted), temporary striping, barricades, portable flashing lights, flashing arrow signs, traffic control and detour plan, and incidentals required to comply with the provisions specified and referred to herein above, to provide all required traffic and pedestrian control for the duration of this contract, all as shown and as specified, shall be paid as specified in Section 01200 of the General Requirements and no other compensation shall be made therefore.

5-13.3 Edison Energized Conductors. The Contractor hereby promises and agrees that in the performance of the Work, he will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined as follows:

"Qualified Person". A person by reason of experience or instruction is familiar with the operation to be performed and hazards involved.

Contractor further promises and agrees that the provisions of this paragraph shall be and are binding upon any Subcontractor or Subcontractors that may be retained by it, and that the Contractor shall take such steps as are necessary to insure compliance by said Subcontractor or Subcontractors with the requirements of this paragraph.

5-14 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE.

5-14.1 Responsibility for Damage. The Contractor agrees to and does hereby indemnify, defend and hold harmless the City, its elected officials and the Consultant and their officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, including attorney's fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to loss or theft of property, (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the contractor upon or in connection with the work called for in this agreement, except for the liability resulting from the sole negligence or willful misconduct of the City, its elected officials and their officers, employees and agents who are directly employed by the City and the Consultant; and

(b) any injury to or death of persons or damage to property caused by any fault, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off City property, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose act or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the District) of a party indemnified hereunder.

(c) The Contractor, at its own expense, cost, and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the City, its elected officials, officers, agents and employees and the Consultant, against any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its elected officials, officers, agents or employees, in any such action, suit or other proceedings as a result thereof.

5-15 NO PERSONAL LIABILITY. Neither the City Council, the Engineer, the Consultant, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

5-16 CONTRACTOR'S RESPONSIBILITY FOR WORK. Except as provided above, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by act of the federal government or the public enemy.

The City of Redlands shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

The City shall not be responsible for security of the Contractors equipment or materials at the site. The City will not be responsible for theft or damage to any property or materials of the Contractor. Security for Contractor's property shall be the responsibility of the Contractor.

5-17 WARRANTY OF WORK. The Contractor shall guarantee the Work against defective materials or workmanship for a period of (1) year from the date of completion date specified in the Notice of Completion, except where longer warranty periods are specifically stated. As specified in Section 2-4 in the GENERAL CONDITIONS, the Performance Bond shall remain in full force and effect during the warranty period.

All work which has been rejected, shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within (1) one year from the completion date specified in the Notice of Completion shall be corrected immediately by the Contractor at his own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Owner to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Owner will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Owner is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

During the (1) one year warranty period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his Surety.

Nothing in this section shall be construed to limit the rights of the Owner to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, the Contractor and his Surety shall reimburse the Owner for costs reasonably incurred while attending the situation.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this sections WARRANTY OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Owner in successfully enforcing the Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and the Owner shall be entitled to any and all remedies provided by law.

5-18 NOTIFICATION OF RESIDENTS/BUSINESSES. The Contractor shall notify all residents, firms, institutions, agencies, and utility companies which may be affected by the work. Notification shall be by hand delivery of an approved notice within the project limits approved by the City. The notification process shall consist of two notifications, one prior to the start of construction for all properties within the project area and a second notification at least seven days in advance of any activity which may impact each specific property. In the event of any work within the downtown area, the distribution of the second notification shall be at least fourteen days in advance of any activity. Activities impacting said properties and, therefore, requiring the above said notices include the following: the work itself; closure or partial closure of the street; and disallowance of street parking and disallowance of vehicular ingress to or egress from the property.

Said firms, institutions, agencies, and utility companies which must be notified of proposed work shall include, but are not limited to the following: public schools, private schools, day care centers, postal service, hospitals, governmental services, police department, fire department, ambulance services, Omnitrans, solid waste collection, and City street sweeping.

The proposed notice shall be submitted to the Engineer at least seven calendar days prior to the date of distribution for review and approval. The submittal shall also include a map identifying the limits of the work and proposed limits of distribution. The printed notices shall contain a general description of the work to be done, the name of the street with limits, the day and date of the work and the name and telephone number of the Contractor. The notice shall also include a statement that there will be no disruption of trash collection schedules and that trash should be set out by 6:00 a.m. on the scheduled day of pickup. If on-street parking will be affected the notice shall include a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work, and a statement that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D.

The Contractor will provide City with the dates and addresses of when project notifications are delivered to affected properties. City will verify the notification process is completed in compliance with the requirements of the specifications. Work will commence when City approves Contractor’s compliance with the requirements set forth in the specifications.

If on-street parking is affected, the Contractor shall also post pre-approved "NO PARKING-TOW WAY" signs on 1 x 2 wood stakes or barricades at one hundred foot (100’) maximum spacing along the affected areas of the street, 48 hours prior to the start of the work. The "NO PARKING-TOW AWAY" signs shall contain the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at owner's expense per California Vehicle Code CVC 22651L and CVC 22654D. The Contractor shall maintain said signs throughout the day of work, and shall start the removal of said signs by 4:00 p.m. and complete the removal by 6:00 p.m. on said day of work or as otherwise directed by the Engineer.

The Contractor shall document the day, date, and time the signs are installed because the no parking restriction cannot be enforced until the signs have been in place 24 hours. Posting of signs on trees, utility poles, light standards and other existing parkway improvement is strictly forbidden.

In the event of street resurfacing operations, the notices to residents shall contain a statement that the street to be resurfaced will be closed to vehicular traffic, and the suggestion that if they require the use of their vehicles on the day of the resurfacing work, they should consider parking their vehicle on a nearby street which is not scheduled for a resurfacing application.

In the event scheduled work is delayed, the Contractor shall immediately remove all "NO PARKING" signs. The contractor must notify all previously notified, in person and with printed notices, that the work will be rescheduled and that they will be re-notified 48 hours in advance. The Contractor shall have an adequate supply of approved notifications for distribution to residents.

Full compensation for conforming to these requirements shall be considered as included in the various Contract items of work involved, and no additional compensation will be allowed therefore.
Failure to comply with this section shall result in a penalty assessment imposed of up to $10,000 per violation at the City's discretion.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. - *Add the following paragraph:*
Contractor shall notify Underground Service Alert (USA) at 1 (800) 227-2600, two working days prior to starting work, and must submit verification number to the City prior to starting work.

6-1.2 Commencement of the Work. - *Amend the second sentence as follows:*
"The work shall start within 10 days thereafter, and be diligently prosecuted to completion within the Contract Time."

6-3 TIME OF COMPLETION.

6-4.1 General. - *Add the following paragraphs:*
If saturated soil is encountered during construction due to leaks in an existing utility, contractor shall remove saturated material and replace with a suitable backfill material until adequate compaction can be attained by verification from the City's Geotechnical Engineer.

Prior to any removal of saturated material, contractor shall discuss the methods of remediation with the City's representative. Approval from the City, or the City's representative, shall be obtained for any amount of saturated material removal in which the contractor anticipates to be compensated for, if approval is not obtained all costs shall be borne by the contractor.

Up to a 14 day delay in paving operations may be requested after all leaks have been resolved to provide time for excess moisture to dissipate, at no additional cost to the city, in lieu of removing and replacing the saturated soil. A no cost change order will be prepared to provide the contractor with additional contract time if such delay is requested by the City.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per working day.

6-10 NOTICE AND SERVICE THEREOF. Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the project site, or by deposing the same in the United States Mail enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of work under this Contract, certified and with postage prepaid.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, certified and with postage prepaid.

Notice shall be given to the Owner by personal delivery thereof or by depositing the same in the United States Mail enclosed in a sealed envelope, certified and with postage prepaid. The address of record for the owner is:

City of Redlands
Municipal Utilities & Engineering Department
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373

6-11 PUBLIC RECORDS ACT. All documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or Contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of

information with “Trade Secret”, “Confidential”, or “Proprietary”. Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party’s own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City’s sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the City harmless from all costs and expenses including attorneys’ fees, in connection with such action.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. - *Delete and replace with the following:*
The closure date for the purpose of making monthly progress payments shall be assigned by the Engineer during the pre-construction meeting. Payment, less deductions, unearned work and retention, will be made within 30 days of the closure date. If a dispute exists between the City and the Contractor regarding an item included in the Contractor's Monthly Progress Payment Request, progress payments will be withheld until said dispute is resolved, in which case longer period of time will be required to make such payment. No such payment shall be required to be made, when in the judgment of the Engineer, the total value of the work since the last estimate amounts to less than $500. If, in the opinion of the Engineer, work is not progressing according to the approved schedule, payments may be withheld until the Contractor returns to the approved schedule.

Deductions will be made for: (1) amounts due the Owner for equipment or material furnished or services rendered; (2) amounts due the Owner under the terms of the Contract; (3) amounts of any claims of lien filed with the Owner; (4) accrued amounts of liquidated damages; (5) amounts required to be deducted by Federal, State or local governmental authorities. From the balance thus determined will be deducted the amounts of all previous payments, and the remainder shall constitute the monthly payment due the Contractor.

A retention of five percent (5%) will be withheld from each and every progress payment to the Contractor. This percentage will remain constant throughout the duration of the Contract. The City shall make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor pursuant to Public Contract Code section 20104.50.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

As provided by paragraph 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract. Substitute securities shall be deposited in a financial institution in a form acceptable to the City of Redlands. The financial institution shall be located within the City limits of the City of Redlands. The Escrow Agreement to be used is set forth in Public Contract Code section 22300.

7-3.3 Delivered Materials. - *Delete and replace with the following:*
No payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4.2.6 Extras. Without invalidating the Contract, the City may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated on the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the engineer and the price is stated in such order.

7-4.2.7 Claims for Extra Costs. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

This section is deleted in its entirety.

SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS

9-1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest 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 section 16700 of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this public works agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the Parties.

SECTION 10 - TRENCHING AND EXCAVATION

10-1. If this contract involves digging trenches or other excavations that extend deeper than (4) feet below the surface, the following shall be done pursuant to California Public Contract Code Section 7104:

A. That the Contractor shall promptly and before the following conditions are disturbed, notify the City 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 provisions of existing law.

(2) Subsurface or latent physical conditions 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 work of the character provided for in the contract.

B. That the City shall promptly 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 work shall issue a change order under the procedures described in the contract.

C. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor 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 contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

11-1. Pursuant to Government Code Section 4215 et seq, the City shall assume the responsibility between the parties to this contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of the construction project for this contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids.

11-2. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the plans and specifications with reasonable accuracy and for equipment on the project necessarily identified during such work.

11-3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City, or the owner of the utility to provide for removal or relocation of such utility facilities.

11.4. The City shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on adjacent to the site of construction, provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications.

11.5. Nothing herein shall preclude the City from pursuing appropriate remedy against the utility for delays which are the responsibility of the utility.

11.6. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.

11.7. The public utility, when it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

11.8. Contractor shall comply with Government Code Section 4216 through 4216.9.

11.9. Conduits from existing street light and traffic signal systems may be encountered during construction of this project. All removals, relocations, and/or replacements of existing conduit systems shall be performed in accordance with these specifications and City standards, by a qualified electrical contractor. All costs for said work shall be borne by the Contractor and paid as a part of the various items of work requiring such removals, relocations, and/or replacements, and no other compensation shall be made therefore.

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. - *Amend the first paragraph as follows:*
"Materials for use as untreated base or subbase shall be classified in the order of preference as follows:
Crushed Aggregate Base
Crushed Miscellaneous Base
Pulverized Miscellaneous Base."

200-2.4.1 General. - *Delete the second sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.4.2 Grading. - *Amend the first sentence of paragraph 1 as follows:*
"The material shall be uniformly graded and shall conform to the 'fine' gradations:"

200-2.5.1 General. - *Delete the third sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.8.1 General. - *Amend as follows:*
Delete the second sentence of paragraph 1 and replace with the following:
"Pulverized miscellaneous base may contain underlying base material."

Delete the third sentence of paragraph 1 and replace with the following:
"The material shall be free of deleterious material as defined in 200-1.1."

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.
201-1.1.1 General - *Add the following paragraph:*
The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmaster's certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design, shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class - *Amend Table 201-1.1.2.(A) as follows:*

Street Surface Improvements section -
All concrete in this section shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

Sewer & Storm Drain Facilities section, Sidehill Surface Drainage Facilities subsection -
All concrete in this subsection shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

201-1.4.3 Transit Mixers. - *Replace the first sentence in paragraph 6 with the following:*
The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer, shall not exceed ninety (90) minutes. All PCC remaining in the mixer, after said ninety (90) minutes time limit, shall be rejected and removed from the project site.

SECTION 203 - BITUMINOUS MATERIALS

203-3 EMULSIFIED ASPHALT.

203-3.1 General. - *Modify the section by adding the following:*
Asphalt emulsion shall be a <u>QUICKSET ANIONIC OR CATIONIC EMULSIFIED ASPHALT</u> conforming to the requirements of Subsection 203-1.3, "Test Reports and Certification", and Subsection 203-1.2, "Testing Requirements" of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2.5) parts to one-hundred (100) parts of emulsion by volume.

203-5 SLURRY SEAL.

203-5.1 General. - *Delete the sentence and replace with the following:*
Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.2 Mix Design. - *Modify the section by adding the following:*

(f) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust curing time such that the applied slurry can support vehicular traffic within 60 minutes.

(g) Use of slag shall not be permitted.

(h) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the City.

203-5.3.2 Grading. - *Delete the sentence and replace with the following:*
The combined aggregate gradation shall be determined in accordance with ASTM C136 and conform to Type II requirements shown in Table 203-5.3.2 (A).

203-5.4.1 General. – *Modify the paragraph and replace with the following:*
EAS shall be a stable mixture of emulsified asphalt, aggregate, water, a set control agent, and latex. EAS shall be Type II-CQS-1h-EAS.

203-5.4.2.1 Aggregate. – *Delete the sentence and replace with the following:*
Aggregate shall be Type II conforming to 203-5.3.

203-5.4.2.2 Emulsified Asphalt. – *Modify the first paragraph and replace with the following:*
Emulsified asphalt shall be quick-set, and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3.

203-6 ASPHALT CONCRETE.

203-6.1 General. - *Add the following paragraph:*
Unless otherwise approved by the Engineer, asphalt concrete for paving shall be C2-PG 64-10 (1/2”) for finish paving or B-PG 64-10 (3/4”) for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 –PG 70-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-7 TRAFFIC SIGNS.

206-7.1 General. The Contractor shall furnish or relocate and erect all traffic signage as required and specified.

All new traffic signage shall be a minimum of the encapsulated lens (high intensity) type, have an anti-graffiti protective covering and be installed on new posts. All traffic signage to be relocated shall be installed on new posts.

206-7.2 Protective Covering. Anti-graffiti protective covering shall be Type 1150-POF, manufactured by 3M Company, or approved equal.

206-7.3 Post and Base. New posts and bases shall be Ultimate Sign Support System as manufactured by Western Highway, or approved equal.

SECTION 207 – GRAVITY PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.1 General. - *Add the following sentences to paragraph 2:*
The minimum D-load for any RCP shall be 1,350. The minimum size for RCP shall be 18 inches (457 mm) unless otherwise approved by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.4 General. The Contractor shall be responsible for all quality control for all work. The Contractor shall complete all necessary testing to ensure the quality requirements within the specifications are achieved. The Contractor shall conduct the compaction testing by a geotechnical engineering firm and the results of the testing shall be made available to the Engineer.

The City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.
214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*
"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

   Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

   All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*
The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved

dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where

the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.
300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work,"

with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds

per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-7 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   - 4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-7.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-8 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-8.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6” FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9” FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12” FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-8.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-8.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   - 4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-8.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-8.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*
All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall

be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.
Slurry shall not be applied when the atmospheric temperature is less than 65°F (18°C).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

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

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage

facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and

Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)				
CURE PERIOD (2)				
MANHOLE ADJUST TO GRADE (3)				
STRIPING & PAVEMENT MARKINGS (4)				
TRAFFIC LOOPS (5)				
NO PARKING SIGNS ALLOWED (6)				

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of

0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.
Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. *– Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures,

manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*
No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City’s right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in

writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*

PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10' thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
"Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

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GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK, PERMITS, AND REGULATIONS

A. Permits

1. The following permits for the permanent work shall been obtained by the contractor prior to start of work:

No Fee Encroachment Permit – City of Redlands

2. The permits contain requirements which affect the cost of project work and some permanent permits require supplementary work permits and fees to execute construction such as Worker's Compensation and Liability Insurance, Business Permits and Contractor's License.

Comply with the permit requirements and obtain and pay the fees involved with the supplementary work permits.

B. Timing

PAVING SCHEDULE		
DESCRIPTION OF WORK	CONSECUTIVE	
	WEEK 1	WEEK 2
STREET PAVING (START TO FINISH)		
TRAFFIC LOOPS		
STRIPING & PAVEMENT MARKINGS		

NOTE: PATCH WORK PERFORMED IS EXPECTED TO ADHERE TO THE SCHEDULING LAYOUT AS SHOWN. ANY DEVIATION FROM THE ABOVE TIMELINE BY CONTRACTOR SHALL RESULT IN A PENALTY ASSESSMENT OF $500.00 PER CALENDAR DAY.

END OF SECTION

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SECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the 2025 Citywide Pavement Repair for Water Utilities for the City of Redlands, all in accordance with the Contract Documents.

1.2 GENERAL SCOPE OF WORK

A. Work In This Contract: Work in this Contract includes all labor, materials and equipment necessary for construction of the 2025 Citywide Pavement Repair for Water Utilities as noted on the Contract Documents and is summarized as follows:

1. The Work shall consist of furnishing and installing all pavement, traffic loops, and striping; all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all pavement removal and disposal; compacting; protecting in place or removing and replacing all existing utilities, replacing all asphalt concrete pavement including asphalt concrete overlays; pavement striping and restriping; replacing destroyed survey monuments; disposing of excess soil and rock material and restoring all areas and improvements to pre-construction conditions.

2. This project is intended to provide full workdays of operation, at least 15 patches a week. City shall provide list of existing temporary patches at the pre-construction meeting and subsequent weekly meetings for the pavement repair work to be completed until funds are exhausted.

3. All patches shall be per the City of Redlands MUED General Permit Conditions and Trench Specifications as seen in Appendix D.

END OF SECTION

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SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. Work under this contract will be paid on a unit price or lump-sum basis as outlined on the Bid Form for the quantity of work installed.

2. The unit prices and lump-sum prices include full compensation for furnishing the labor, materials, tools, and equipment and doing all the work involved to complete the work included in the contract documents.

3. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

4. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the Special Provisions, general requirements, and specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefor. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form. The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

C. Bid Items

1. Sawcut & remove temporary asphalt & replace with asphalt concrete, Bid Item 1:

Payment for removal and replacement of pavement shall be made at the contract square foot price and shall constitute full compensation for all labor, material, equipment, and incidentals required to remove and replace asphalt concrete base pavement complete in place per specifications. Bid item also includes, but not be limited to, mobilization, demobilization, traffic control, saw cutting, removing and recycling of existing AC pavement and undisturbed native materials underneath up to 1 inch deep, furnishing, placing and compacting asphalt concrete pavement to 95% relative compaction, furnishing & placing fog seal, and protecting of existing utilities in place.

2. Grind and overlay, Bid Item 2:

Payment for 0.10 foot thick overlay paving shall be made at the contract price per square foot and shall constitute full compensation for all labor, material, equipment and

incidentals required to place an AC overlay. Bid item also includes, but not be limited to, mobilization, demobilization, traffic control, grinding, hauling and recycling of existing AC pavement, furnishing, placing and compacting asphalt concrete overlay per specifications.

3. Remove Temporary Material and Place 4-inch Depth PCC, Bid Item 3:

Payment for removal temporary material and place 4-inch depth PCC pavement shall be made at the contract square foot price and shall constitute full compensation for all labor, material, equipment, and incidentals required to remove temporary material and place Portland Cement Concrete (PCC) pavement complete in place per specifications. Bid item also includes, but not be limited to, mobilization, demobilization, traffic control, saw cutting, removing and recycling of existing concrete pavement and undisturbed native materials underneath up to 1 inch deep, furnishing and placing PCC pavement, and protecting of existing utilities in place.

4. Replace Pavement Striping (Thermoplastic/Pain), Bid Item 4:

Payment for striping shall be made at the contract price per linear foot and shall constitute full compensation for all labor, material, equipment and incidentals required to replace paint or thermoplastic paint in kind. Bid item also includes, but not be limited to, mobilization, demobilization, traffic control, the removal of all temporary traffic control measures installed following pavement resurfacing and the installation of cat tracking and adjustment if field inspection requires.

5. Replace Pavement Markings (Thermoplastic), Bid Item 5:

Payment for pavement markings shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to replace thermoplastic pavement markings in kind. Bid item also includes, but not be limited to, mobilization, demobilization, traffic control, the removal of all temporary traffic control measures installed following pavement resurfacing and the installation of cat tracking and adjustment if field inspection requires.

6. Replace Traffic Loops, Bid Item 6:

Payment for traffic loops shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to replace traffic loops in kind. Bid item also includes, but not be limited to, mobilization, demobilization, traffic control, the removal of all temporary traffic control measures installed following pavement resurfacing and the installation of cat tracking and adjustment if field inspection requires.

7. Replace Pavement Markers, Bid Item 7:

Payment for retro-reflective pavement markers (RPM) shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to replace pavement markers in kind. Bid item also includes, but not be limited to, mobilization, demobilization and traffic control.

END OF SECTION

SECTION 01251 CHANGE ORDER REQUESTS

1.1 GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		**COR Number:**	
Project Number:		**Date of Request:**	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: **Note:** Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ **Date:** _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up up to $5,000 plus 5% of line (6) direct sub work over $5,000	
(10):	Bonds & Insurance				1% of line (7) all direct work	$0.00
(11):	Additional amount permitted by Contract					
(12):	**GRAND TOTAL**				Add sums of lines) (7), (8), (9), (10) and (11)	**$0.00**

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SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed breakdown of those

subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the “Not-to-Exceed” amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the “Not-to-Exceed” amount. In addition, if the Changed/Extra Work cannot be completed within the “Not-to-Exceed” limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the “Not-to-Exceed” amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor’s waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a “Daily Extra Work Report” (DEWR) to the Inspector. The “Daily Extra Work Report” shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform

work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor's and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR’S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER’S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

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SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

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SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED“. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR’S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 01572 EROSION CONTROL PLAN

Contractor shall comply with all laws, codes, ordinances and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project. Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Erosion Control Plan to the City for review. Any corrections or changes shall be made to the Erosion Control Plan, approved by the Engineer and implemented prior to any construction work on this project. The plan shall be updated as necessary or required for compliance purposes.

Payment for work on this item shall be made as a percentage of work completed at each monthly payment. All work under this item shall be as shown on the approved drawing accepted by the City prior to any work on the project. The Contractor shall have all work installed and inspected by the City prior to any work on the project.

Full compensation for this item shall be in accordance with all state and federal NPDES rules, regulations, requirements and laws and shall constitute all work for providing, installing, maintaining and removing all work as required for all excavations, earthwork, grading, grinding, paving, concrete, runoff containment, and any other work performed within the project boundaries.

END OF SECTION

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SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall

be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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APPENDIX

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____Date _____

Company _____Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. **Payment of Prevailing Wage Rates**
   The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. **Apprentices**
   It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. **Penalties**
   There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. **Certified Payroll Reports**
   Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. **Nondiscrimination in Employment**
   There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. **Kickbacks Prohibited**
   Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of_____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	Project Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	Signature and Date (Wet Signature Required)

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:
WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:
PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-131 (New 2-80)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft	Explanation
Craft	Explanation
Craft	Explanation

Remarks

_____

_____

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

2N

APPENDIX B

CITY OF REDLANDS WORKDAY CONSTRUCTION SCHEDULE

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CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2024

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
	1 / 1	2 / 2	3 / 3	4 / 4	5 / 5	6 / 6
7 / 7	8 / 8	9 / 9	10 / 10	11 / 11	12 / 12	13 / 13
14 / 14	15 / 15	16 / 16	17 / 17	18 / 18	19 / 19	20 / 20
21 / 21	22 / 22	23 / 23	24 / 24	25 / 25	26 / 26	27 / 27
28 / 28	29 / 29	30 / 30	31 / 31			

FEBRUARY

S	M	T	W	T	F	S
				1 / 32	2 / 33	3 / 34
4 / 35	5 / 36	6 / 37	7 / 38	8 / 39	9 / 40	10 / 41
11 / 42	12 / 43	13 / 44	14 / 45	15 / 46	16 / 47	17 / 48
18 / 49	19 / 50	20 / 51	21 / 52	22 / 53	23 / 54	24 / 55
25 / 56	26 / 57	27 / 58	28 / 59	29 / 60		

MARCH

S	M	T	W	T	F	S
					1 / 61	2 / 62
3 / 63	4 / 64	5 / 65	6 / 66	7 / 67	8 / 68	9 / 69
10 / 70	11 / 71	12 / 72	13 / 73	14 / 74	15 / 75	16 / 76
17 / 77	18 / 78	19 / 79	20 / 80	21 / 81	22 / 82	23 / 83
24 / 84	25 / 85	26 / 86	27 / 87	28 / 88	29 / 89	30 / 90
31 / 91						

APRIL

S	M	T	W	T	F	S
	1 / 92	2 / 93	3 / 94	4 / 95	5 / 96	6 / 97
7 / 98	8 / 99	9 / 100	10 / 101	11 / 102	12 / 103	13 / 104
14 / 105	15 / 106	16 / 107	17 / 108	18 / 109	19 / 110	20 / 111
21 / 112	22 / 113	23 / 114	24 / 115	25 / 116	26 / 117	27 / 118
28 / 119	29 / 120	30 / 121				

MAY

S	M	T	W	T	F	S
			1 / 122	2 / 123	3 / 124	4 / 125
5 / 126	6 / 127	7 / 128	8 / 129	9 / 130	10 / 131	11 / 132
12 / 133	13 / 134	14 / 135	15 / 136	16 / 137	17 / 138	18 / 139
19 / 140	20 / 141	21 / 142	22 / 143	23 / 144	24 / 145	25 / 146
26 / 147	27 / 148	28 / 149	29 / 150	30 / 151	31 / 152	

JUNE

S	M	T	W	T	F	S
						1 / 153
2 / 154	3 / 155	4 / 156	5 / 157	6 / 158	7 / 159	8 / 160
9 / 161	10 / 162	11 / 163	12 / 164	13 / 165	14 / 166	15 / 167
16 / 168	17 / 169	18 / 170	19 / 171	20 / 172	21 / 173	22 / 174
23 / 175	24 / 176	25 / 177	26 / 178	27 / 179	28 / 180	29 / 181
30 / 182						

JULY

S	M	T	W	T	F	S
	1 / 183	2 / 184	3 / 185	4 / 186	5 / 187	6 / 188
7 / 189	8 / 190	9 / 191	10 / 192	11 / 193	12 / 194	13 / 195
14 / 196	15 / 197	16 / 198	17 / 199	18 / 200	19 / 201	20 / 202
21 / 203	22 / 204	23 / 205	24 / 206	25 / 207	26 / 208	27 / 209
28 / 210	29 / 211	30 / 212	31 / 213			

AUGUST

S	M	T	W	T	F	S
				1 / 214	2 / 215	3 / 216
4 / 217	5 / 218	6 / 219	7 / 220	8 / 221	9 / 222	10 / 223
11 / 224	12 / 225	13 / 226	14 / 227	15 / 228	16 / 229	17 / 230
18 / 231	19 / 232	20 / 233	21 / 234	22 / 235	23 / 236	24 / 237
25 / 238	26 / 239	27 / 240	28 / 241	29 / 242	30 / 243	31 / 244

SEPTEMBER

S	M	T	W	T	F	S
1 / 245	2 / 246	3 / 247	4 / 248	5 / 249	6 / 250	7 / 251
8 / 252	9 / 253	10 / 254	11 / 255	12 / 256	13 / 257	14 / 258
15 / 259	16 / 260	17 / 261	18 / 262	19 / 263	20 / 264	21 / 265
22 / 266	23 / 267	24 / 268	25 / 269	26 / 270	27 / 271	28 / 272
29 / 273	30 / 274					

OCTOBER

S	M	T	W	T	F	S
		1 / 275	2 / 276	3 / 277	4 / 278	5 / 279
6 / 280	7 / 281	8 / 282	9 / 283	10 / 284	11 / 285	12 / 286
13 / 287	14 / 288	15 / 289	16 / 290	17 / 291	18 / 292	19 / 293
20 / 294	21 / 295	22 / 296	23 / 297	24 / 298	25 / 299	26 / 300
27 / 301	28 / 302	29 / 303	30 / 304	31 / 305		

NOVEMBER

S	M	T	W	T	F	S
					1 / 306	2 / 307
3 / 308	4 / 309	5 / 310	6 / 311	7 / 312	8 / 313	9 / 314
10 / 315	11 / 316	12 / 317	13 / 318	14 / 319	15 / 320	16 / 321
17 / 322	18 / 323	19 / 324	20 / 325	21 / 326	22 / 327	23 / 328
24 / 329	25 / 330	26 / 331	27 / 332	28 / 333	29 / 334	30 / 335

DECEMBER

S	M	T	W	T	F	S
1 / 336	2 / 337	3 / 338	4 / 339	5 / 340	6 / 341	7 / 342
8 / 343	9 / 344	10 / 345	11 / 346	12 / 347	13 / 348	14 / 349
15 / 350	16 / 351	17 / 352	18 / 353	19 / 354	20 / 355	21 / 356
22 / 357	23 / 358	24 / 359	25 / 360	26 / 361	27 / 362	28 / 363
29 / 364	30 / 365	31 / 366				

City Holiday

CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2025

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
			1 / 1	2 / 2	3 / 3	4 / 4
5 / 5	6 / 6	7 / 7	8 / 8	9 / 9	10 / 10	11 / 11
12 / 12	13 / 13	14 / 14	15 / 15	16 / 16	17 / 17	18 / 18
19 / 19	20 / 20	21 / 21	22 / 22	23 / 23	24 / 24	25 / 25
26 / 26	27 / 27	28 / 28	29 / 29	30 / 30	31 / 31	

FEBRUARY

S	M	T	W	T	F	S
						1 / 32
2 / 33	3 / 34	4 / 35	5 / 36	6 / 37	7 / 38	8 / 39
9 / 40	10 / 41	11 / 42	12 / 43	13 / 44	14 / 45	15 / 46
16 / 47	17 / 48	18 / 49	19 / 50	20 / 51	21 / 52	22 / 53
23 / 54	24 / 55	25 / 56	26 / 57	27 / 58	28 / 59	

MARCH

S	M	T	W	T	F	S
						1 / 60
2 / 61	3 / 62	4 / 63	5 / 64	6 / 65	7 / 66	8 / 67
9 / 67	10 / 69	11 / 70	12 / 71	13 / 72	14 / 73	15 / 74
16 / 75	17 / 76	18 / 77	19 / 78	20 / 79	21 / 80	22 / 81
23 / 82	24 / 83	25 / 84	26 / 85	27 / 86	28 / 87	29 / 88
30 / 89	31 / 90					

APRIL

S	M	T	W	T	F	S
		1 / 91	2 / 92	3 / 93	4 / 94	5 / 95
6 / 96	7 / 97	8 / 98	9 / 99	10 / 100	11 / 101	12 / 102
13 / 103	14 / 104	15 / 105	16 / 106	17 / 107	18 / 108	19 / 109
20 / 110	21 / 111	22 / 112	23 / 113	24 / 114	25 / 115	26 / 116
27 / 117	28 / 118	29 / 119	30 / 120			

MAY

S	M	T	W	T	F	S
				1 / 121	2 / 122	3 / 123
4 / 124	5 / 125	6 / 126	7 / 127	8 / 128	9 / 129	10 / 130
11 / 131	12 / 132	13 / 133	14 / 134	15 / 135	16 / 136	17 / 137
18 / 138	19 / 139	20 / 140	21 / 141	22 / 142	23 / 143	24 / 144
25 / 145	26 / 146	27 / 147	28 / 148	29 / 149	30 / 150	31 / 151

JUNE

S	M	T	W	T	F	S
1 / 152	2 / 153	3 / 154	4 / 155	5 / 156	6 / 157	7 / 158
8 / 159	9 / 160	10 / 161	11 / 162	12 / 163	13 / 164	14 / 165
15 / 166	16 / 167	17 / 168	18 / 169	19 / 170	20 / 171	21 / 172
22 / 173	23 / 174	24 / 175	25 / 176	26 / 177	27 / 178	28 / 179
29 / 180	30 / 181					

JULY

S	M	T	W	T	F	S
		1 / 182	2 / 183	3 / 184	4 / 185	5 / 186
6 / 187	7 / 188	8 / 189	9 / 190	10 / 191	11 / 192	12 / 193
13 / 194	14 / 195	15 / 196	16 / 197	17 / 198	18 / 199	19 / 200
20 / 201	21 / 202	22 / 203	23 / 204	24 / 205	25 / 206	26 / 207
27 / 208	28 / 209	29 / 210	30 / 211	31 / 212		

AUGUST

S	M	T	W	T	F	S
					1 / 213	2 / 214
3 / 215	4 / 216	5 / 217	6 / 218	7 / 219	8 / 220	9 / 221
10 / 222	11 / 223	12 / 224	13 / 225	14 / 226	15 / 227	16 / 228
17 / 229	18 / 230	19 / 231	20 / 232	21 / 233	22 / 234	23 / 235
24 / 236	25 / 237	26 / 238	27 / 239	28 / 240	29 / 241	30 / 242
31 / 243						

SEPTEMBER

S	M	T	W	T	F	S
	1 / 244	2 / 245	3 / 246	4 / 247	5 / 248	6 / 249
7 / 250	8 / 251	9 / 252	10 / 253	11 / 254	12 / 255	13 / 256
14 / 257	15 / 258	16 / 259	17 / 260	18 / 261	19 / 262	20 / 263
21 / 264	22 / 265	23 / 266	24 / 267	25 / 268	26 / 269	27 / 270
28 / 271	29 / 272	30 / 273				

OCTOBER

S	M	T	W	T	F	S
			1 / 274	2 / 275	3 / 276	4 / 277
5 / 278	6 / 279	7 / 280	8 / 281	9 / 282	10 / 283	11 / 284
12 / 285	13 / 286	14 / 287	15 / 288	16 / 289	17 / 290	18 / 291
19 / 292	20 / 293	21 / 294	22 / 295	23 / 296	24 / 297	25 / 298
26 / 299	27 / 300	28 / 301	29 / 302	30 / 303	31 / 304	

NOVEMBER

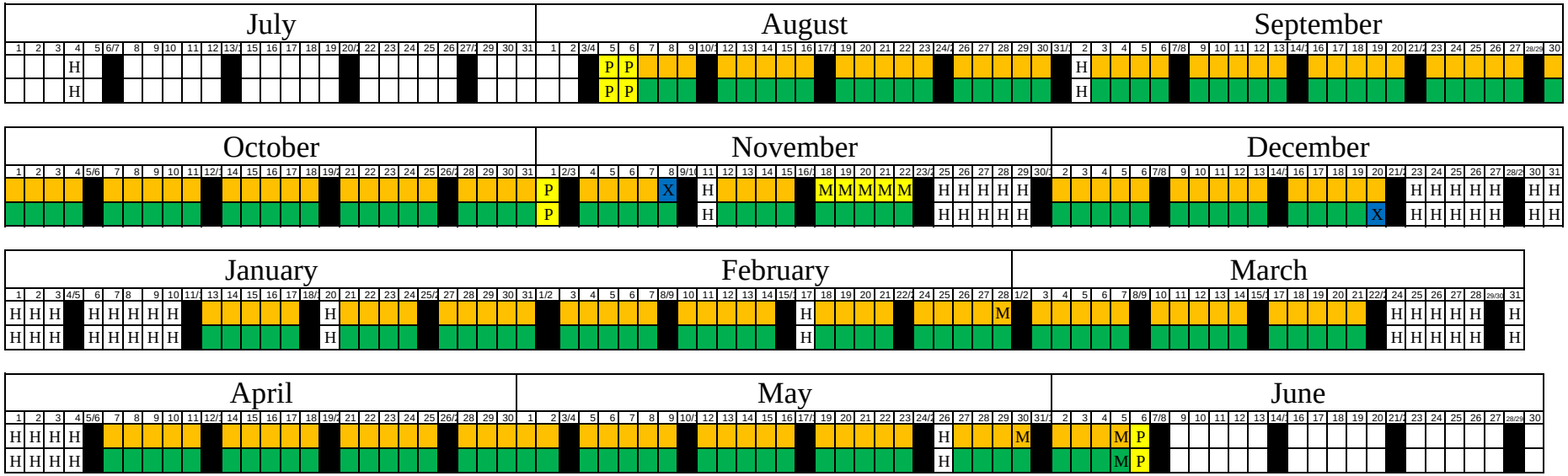
S	M	T	W	T	F	S
						1 / 305
2 / 306	3 / 307	4 / 308	5 / 309	6 / 310	7 / 311	8 / 312
9 / 313	10 / 314	11 / 315	12 / 316	13 / 317	14 / 318	15 / 319
16 / 320	17 / 321	18 / 322	19 / 323	20 / 324	21 / 325	22 / 326
23 / 327	24 / 328	25 / 329	26 / 330	27 / 331	28 / 332	29 / 333
30 / 334						

DECEMBER

S	M	T	W	T	F	S
	1 / 335	2 / 336	3 / 337	4 / 338	5 / 339	6 / 340
7 / 341	8 / 342	9 / 343	10 / 344	11 / 345	12 / 346	13 / 347
14 / 348	15 / 349	16 / 350	17 / 351	18 / 352	19 / 353	20 / 354
21 / 355	22 / 356	23 / 357	24 / 358	25 / 359	26 / 360	27 / 361
28 / 362	29 / 363	30 / 364	31 / 365			

City Holiday

REDLANDS UNIFIED SCHOOL DISTRICT
STUDENT ATTENDANCE CALENDAR
2024-2025
ALL REDLANDS SCHOOLS



Elementary
Secondary

P Staff Professional Day (No Students In Attendance)
M Minimum Day - Conferences/Report Card Preparation
H Holiday (No Students In Attendance)
X Report Card Day (No Students In Attendance)

Student Attendance Days - 180
Teacher Attendance Days - 185

End of Quarter and Semester Dates - Grades TK/K and 6-12

Quarter 1 - October 4
42 days
Quarter 2 / Semester 1 - December 19
47 days Quarter 2
89 days Semester 1
Quarter 3 - March 21
48 days
Quarter 4 / Semester 2 / End of year - June 5
43 days Quarter 4
91 days Semester 2

End of Trimester Dates - Grades 1-5

Trimester 1 - November 1
61 days
Trimester 2 - February 28
61 days
Trimester 3 - June 5
58 days

H - Holidays - NO ATTENDANCE

LABOR DAY	September 2
VETERANS DAY	November 11
THANKSGIVING RECESS	November 25 - 29
WINTER RECESS	December 23 - January 10
MARTIN LUTHER KING DAY	January 20
PRESIDENTS' DAY	February 17
SPRING BREAK	March 24 - April 4
MEMORIAL DAY	May 26

Board Approved: January 9, 2024

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APPENDIX C
PERMITS

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

and for the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

_____	EA	Driveway Appr, Res/Comm	$ 49.00	/ EA	=$	
_____	SF	Sidewalk	$ 0.09	/ SF	=$	
_____	SF	Cross Gutter/Spandrel	$ 0.58	/ SF	=$	
_____	LF	Curb & Gutter	$ 2.19	/ LF	=$	
_____	LF	Curb/Berm	$ 2.62	/ LF	=$	
_____	SF	Asphalt Pavement	$ 0.04	/ SF	=$	
_____	SF	Crushed Aggregate Base	$ 0.04	/ SF	=$	
_____	EA	Street Light	$ 81.00	/ EA	=$	
_____	EA	Traffic Signal - New	$ 2,152.00	/ EA	=$	
_____	EA	Traffic Signal - Modification	$ 1,737.00	/ EA	=$	
_____	CY	Reinforced Concrete	$ 89.00	/ CY	=$	
_____	LF	Storm Drain Pipe	$ 8.00	/ LF	=$	
_____	EA	Curb Inlet/Outlet Structures	$ 67.00	/ EA	=$	
_____	EA	Storm Drain Manhole/Junction Box	$ 67.00	/ EA	=$	
_____	EA	Curb Core	$ 62.00	/ EA	=$	
_____	LF	Sewer Main	$ 0.95	/ LF	=$	
_____	EA	Sewer Manhole	$ 67.00	/ EA	=$	
_____	EA	Sewer Cleanout	$ 134.00	/ EA	=$	
_____	EA	Sewer Lateral	$ 67.00	/ EA	=$	
_____	LF	Water Main - Potable	$ 1.09	/ LF	=$	
_____	LF	Water Main - Non-Potable	$ 1.09	/ LF	=$	
_____	EA	Fire Hydrant Assembly	$ 66.00	/ EA	=$	
_____	EA	Water Service Lateral	$ 26.00	/ EA	=$	
_____	EA	Water Shutdown	$ 67.00	/ EA	=$	
_____	EA	Fire Service	$ 58.00	/ EA	=$	
_____	LF	Excavation/Utility Trench	$ 1.25	/ LF	=$	
_____	SF	Street Patch	$ 0.67	/ SF	=$	
_____	SF	Warranty Fee (Street Cut)	$	/ SF	=$	
_____		_____	$	/	=$	
_____		_____	$	/	=$	

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance = $ 219.00 fee. **$219.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

($250.00 minimum fee)

(Effective 06/02/09) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

Redlands Regular Meeting of 03-04-2025

Truck Route Permit Required:

☐ YES ☐ NO

Closure Permit With Traffic Plan Required:

☐ YES ☐ NO

Water Shutdown Required:

☐ YES ☐ NO

Bond Required:

☐ YES ☐ NO

Conduit Material:

_____

Conduit Size:

Calculated By

Inspected by

Municipal Utilities & Engineering

Approved By

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APPENDIX D
CITY OF REDLANDS MUED GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS

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CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS

January 2023 Edition

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1.2 Changes or Additions to Permit
1.3 Relocation
1.4 Utility Construction
1.5 Licensed Contractor
1.6 Permit Possession
1.7 Permittee Responsibility
1.8 Hold Harmless
1.9 Notification
1.10 Inspection
1.11 Failure to Comply

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2.2 Traffic Control
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1 - GENERAL

1.1 Standards and Specifications -- The work shall be done in accordance with the current City of Redlands Standards, Standard Specifications for Public Works Construction (Greenbook), latest edition, and these Conditions and Specifications. Any deviation from said requirements must be approved in writing by the City Engineer.

1.2 Changes or Additions to Permit -- The City reserves the right to make any changes or additions to a permit after issuance if such changes or additions are believed necessary for the protection of roads or for the health and safety of the public.

1.3 Relocation -- If any part of an installation interferes with the present use of roads by the general public or is in conflict with future or current City improvement projects, it shall be removed or relocated as directed by the City at the expense of the Permittee or his successor in interest.

1.4 Utility Construction -- Permits for utility trenching, including utility service trenching, within City right-of-way, shall be issued to the respective utility purveyor or a California licensed contractor. The Permittee shall warranty the trench repair in perpetuity.

1.5 Licensed Contractor -- All excavation, repair and restoration in City road right-of-way shall be performed by a contractor with the appropriate license issued by the State of California Contractors License Board or by utility purveyor's regular employees.

1.6 Permit Possession -- Other than emergency repairs, there shall be no work performed in City road right-of-way until an encroachment permit is issued. A copy of this permit, a set of approved plans and permits required by any other legally constituted authority shall be on site at all times construction is in progress. Permits that require excavation shall be valid only after an Underground Service Alert (USA) inquiry identification number is issued if an excavation is to take place.

1.7 Permittee Responsibility -- In addition to all conditions herein, the Permittee is responsible for safety and construction requirements within the limits of the project. The Permittee and his employees shall abide by all the regulations of any legally constituted authority.

1.8 Hold Harmless -- The Permittee shall preserve and save harmless the City and each officer and employee thereof, from any liability or responsibility for any accident, loss or damage to persons or property happening or occurring as a proximate result of Permittee’s negligence or the negligence of Permittees' agents, servants, employees or contractors in the design or performance of any work undertaken under any permit granted to Permittee pursuant to the application.

1.9 Notification -- Except in emergencies, the Permittee shall notify the City one working day, excluding weekends and holidays, prior to starting a project and for each phase of construction. In addition, the Permittee shall notify USA 48 hours prior to any excavation.

1.10 Inspection -- All construction performed in relation to a road permit shall be inspected prior to and during installation by City personnel. Construction performed without inspection

may be subject to removal and replacement. The entire cost of removal and replacement shall be borne by the Permittee, regardless of whether the installation removed was found to be defective.
1.11 Failure To Comply -- Should a Permittee fail to comply with the provisions of the encroachment permit or the requirements of any legally constituted authority, the City Engineer may order the Permittee to stop work, wholly or in part, until the discrepancies have been resolved to the City's satisfaction. Upon satisfactory completion of corrections, written approval from the City shall be required before work may resume. Failure to comply with this requirement shall result in revocation of permits. The City may perform work required or arrange for the work to be done and the entire cost of the required work shall be borne by the Permittee.

2 - PUBLIC CONVENIENCE AND SAFETY

2.1 Traffic and Access -- The Permittee's operation shall cause no unnecessary inconvenience to the public. The access rights of the public shall be considered at all times and unless otherwise authorized, traffic shall be permitted to pass through the work area at all times. Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the City Engineer.

2.2 Traffic Control -- Traffic Control shall conform to the current Work Area Traffic Control Handbook (WATCH) or other traffic control manuals may be used with approval of the City Engineer.

2.3 Working Hours -- Except for emergency repairs, no work shall be performed within City road right-of-way on weekends, City holidays, before 7 AM or after 4 PM unless authorized by the City Engineer.

2.4 Dewater Operations -- Release of, or the directing of water onto City roads shall be authorized only by the City and shall include traffic control per Section 2.2, clean-up per Section 4.1 and erosion control. If erosion occurs, grading shall be as required in Section 5.4. Discharges shall comply with the National Pollutant Discharge Elimination System (NPDES) and with federal law, state law and local ordinance.

2.5 Closing Roads -- No road shall be closed without authorization from the City Engineer except in the case of an emergency. An authorized road closure will allow the detour of through traffic only. The Permittee shall provide a smooth dust controlled route that allows unimpeded access for emergency vehicles and residents at all times. A minimum of ten (10) working days are required to process the application.

To apply for a road closure authorization, submit the following to the City of Redlands One Stop Permit Center, 35 Cajon Street Suite 15A, Redlands, CA 92373.

- Written request for the closure with the time schedule included.
- Detour route and sign locations, a detour plan designed by a Registered Civil or Traffic Engineer, if required by the City.

3 - PRESERVATION OF PROPERTY

3.1 Protection of Property -- The Permittee shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

The Permittee shall repair or replace all existing improvements damaged within the right-of-way which are not designated for removal on the approved plans to match the original in finish and dimension. Trees, lawns and shrubbery that are not designated for removal on the plans shall be protected from damage or injury. If damaged or removed because of the Permittee operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible as approved by City personnel. The Permittee shall give seven (7) days notice to occupants or owners of adjacent property to allow them to salvage or relocate plants, trees, fences, sprinklers and other improvements within the right-of-way which are designated for removal on the plans and would be destroyed because of the work.

3.2 City Facilities -- Prior to construction, the Permittee shall assess the condition of City facilities within project limits and report to the inspector all damaged, defaced or missing pavement, sidewalk, curb, gutter, traffic signs, pavement markings or hazardous conditions that may exist before work is started. Prior to final acceptance of the project, all City facilities shall be in the same or better condition as determined by City personnel.

3.3 Traffic Signals -- Traffic signal detector loops, wiring or appurtenant facilities damaged by the Permittee's operation shall be reported immediately to the City. Any damage shall be repaired immediately at no expense to the City as directed by the City.

3.4 Survey Monuments -- The Permittee shall locate, protect or tie-out all survey monuments which may be disturbed or destroyed. Survey monuments shall be located, referenced and a Corner Record filed with the County Surveyor prior to the start of construction. Following completion of the work, the monuments shall be reset in the surface of the new construction, a suitable monument box placed thereon, or permanent witness monuments set and a Corner Record filed with the County Surveyor prior to final project notice of completion issued by the City. All work shall be performed under the direction of a licensed Land Surveyor or registered Civil Engineer at no expense to the City.

3.5 Underground Service Alert Markings -- All Underground Service Alert (USA) markings shall be accomplished by the use of marking chalk only. It shall be the responsibility of the Permittee to verify the use of marking chalk when requesting USA services. Any USA markings resulting from Permittee activity shall be removed by sandblasting, sodablasting or water blasting ensuring all NPDES regulations are complied with. Markings must be removed by the Permittee within thirty (30) days from the completion of construction at no expense to the City. If the Permittee fails to remove the markings within the 30 days, the City will remove the markings. The Permittee will be responsible for all costs incurred by the City in accordance with Section 12.20.170 of the City of Redlands Municipal Code. If damage to existing improvements occurs during the removal of USA markings, it shall be repaired to the original condition by the Permittee and approved by the City. Utilizing paint to cover over markings will not be accepted.

4 - PROJECT SITE MAINTENANCE

Surplus dirt, debris, rocks or building materials shall be contained during permit work and the site broomed daily to reduce possibility of being carried by runoff into a storm drain, stream or natural drainage course or lake. At the completion of the permit work, the previous drainage patterns must be restored. Material shall not be placed in such a manner which might result in the blockage of any drainage structure at either the inlet or outlet.

4.1 Clean-up and Dust Control -- Throughout all phases of construction, including suspension of work, the Permittee shall keep the work site clean and free from rubbish and debris. The Permittee shall also abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary. The use of water resulting in mud on roads or drainage facilities will not be allowed as a substitute for sweeping or other cleaning methods. All soil and construction material shall be removed prior to that portion of the road being made available to traffic.

4.2 Truck Routes -- When required by the City, obtain a truck route permit before beginning work. Permits are issued approximately five (5) working days after filing of proper plans, fees and application to the City. Care shall be exercised to prevent spillage on, or damage to City roads. Any such spillage or damage shall be removed or repaired immediately. Dust control and traffic control shall be provided for all hauling operations.

4.3 Storage in City Roads -- There shall be no equipment or materials stored or stockpiled in road right-of-way. Equipment and materials shall be removed from road right-of-way when not in use and at the end of each working day, except as approved by the City Engineer. Offsite storage locations must be approved by City and property owner prior to occupation of the site.

4.4 Emergency Response -- Before work is started, the Permittee shall furnish names and telephone numbers of persons on-call if emergency work is required by the City. The City, at its sole discretion, may elect to perform emergency work if it is judged as necessary for the protection of the roads or for the health and safety of the public. All emergency work shall be accomplished at no expense to the City.

4.5 Maintenance of Trenches -- Permittee shall perform continuing maintenance of all trenches, including periods of suspension of work, during the course of construction and shall maintain the trench for the life of the installation.

5 - MATERIALS AND EQUIPMENT

5.1 Pavement Traffic Markings and Striping – All damaged or removed pavement traffic markings and striping shall be replaced in kind within calendar 14 days from the completion of resurfacing operations. If the Permittee fails to replace damaged striping or markings within calendar 14 days, the City will complete the work and the Permittee will be responsible for all costs incurred by the City in accordance with Section 12.20.10 of the City of Redlands Municipal Code.

Visual uniformity, as determined by City personnel, may require that adjacent markings, additional length of marking on each side or all markings within an intersection be replaced by

the Permittee at no cost to the City. Partial replacement of transverse markings (i.e. stop bars, crosswalks) will not be allowed and must be replace in entirety.

5.2 Asphalt Concrete -- Paving asphalt shall be C2 or D1 – PG 64-10 (1/2" or 3/8") for finish paving, depending on overlay thickness, and B – PG 64-10 (3/4") for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 - PG 70-10.

5.3 Rubberized Asphalt Concrete – Rubberized asphalt concrete shall be Asphalt Rubber Hot Mix (ARHM) Wet Process per City of Redlands Standards and Standard Specifications for Public Works Construction (Greenbook), latest edition.

5.4 Base Material -- Base material shall be Crushed Aggregate Base (CAB), Crushed Miscellaneous Base, Fine Mix (CMB) per Greenbook, latest edition or Class 2 Base (3/4" Max,) per 2010 Caltrans Specifications or as approved by City personnel.

5.5 Grading Equipment -- Grading of soil roads or soil shoulders may be accomplished by any means that will provide a smooth, compacted and uniform surface that varies less than 0.1 foot in 10 feet for line or grade up to 300 feet. Projects greater than 300 feet in length will require grading be performed by an approved motor grader.

5.6 Track Equipment -- Track equipment and outriggers used on paved surfaces shall be equipped with street pads and be operated so as not to mar the surface or cause damage to any City facility. If pavement is marred, it shall be resurfaced over the entire width as required in Section 8, Trench Resurfacing. If City facilities are damaged, they shall be replaced or repaired as specified in Section 3, Preservation of Property.

5.7 Equipment -- Paving 6 feet wide or wider in a driving lane shall be accomplished by use of a paving machine approved by City personnel. Shoulder paving and miscellaneous paving shall be as approved by the City.

6 – TRENCHING

6.1 Definition of Trenching -- Trenching shall be defined as any operation in which asphalt pavement, concrete pavement, earth, or other material on the surface is moved, removed, or otherwise displaced by means of hands, tools, or equipment in any of the following ways: trenching, digging, ditching, drilling, augering, tunneling, cutting or any other method not specified.

6.2 CalOSHA -- All excavations shall conform to the requirements of the State of California Division of Occupational Safety and Health. The applicant for a road permit shall possess a permit to excavate from the Division of Industrial Safety, Department of Industrial Relations, State of California.

6.3 New Roads – Per Section 12.20.030 of the City of Redlands Municipal Code, there shall be no trenching activity on streets paved or resurfaced within the previous 5 years unless otherwise authorized by the City Engineer. If authorized, the Permittee shall be required to overlay the roadway to restore it to its original condition per Standard Drawing Number 193, Trench Overlay Detail or complete repair improvements as determined by City Engineer. To determine

if a street is subject to a moratorium, visit https://www.cityofredlands.org/post/encroachment-permits and access the Moratorium Streets Map. The map is updated regularly, however if conflicts or questions arise please contact the One Stop Permit Center at (909) 798-7551.

6.4 Pavement Removal -- Paving shall be cut for removal and excavated in a manner that does not disturb the adjacent pavement. Paving shall be sawcut or cold planed for permanent repair as specified in Section 8. Remnant strips of paving less than 5 feet wide shall be removed and included in the replacement paving. Replacement paving along the edge of paving that does not have curb and gutter, AC dike or AC berm shall be a minimum of 5 feet wide. When sidewall slippage occurs within the trench under the pavement, the pavement in the affected area shall be removed and the area of slippage shall be recompacted, paving of this area shall be included in the replacement paving. Any voids under the pavement shall be filled by an appropriate method approved by the inspector.

6.5 Open Trench -- The maximum length of open trench (excavation or backfill not resurfaced) allowed during construction shall be the distance of construction which can be reasonably installed in a single day. An open trench shall be attended by contractor's personnel at all times. Where pavement has been removed, a minimum of 2 inches of temporary paving shall be placed before that area is made available to traffic. Before leaving the project and at the end of each day, all areas of pavement removal, including sidewalk, drainage courses and driveway approaches shall be backfilled, compacted and surfaced with temporary asphalt. Upon approval of the City, appropriate areas of the trench may be protected by plate bridging or protective fencing.

6.6 Trench Bridging -- Plate bridging in the traveled way shall be per Standard Drawing Number 194, Plate Bridging Detail detail herein with traffic control per Section 2.2, Traffic Control.

6.7 Protective Fencing -- When protective fencing is used to secure an area, it shall be constructed of 6 foot high, pipe framed chain link panels or equal material, secured into position and placed in a manner that there are no gaps larger than 3 inches. Fencing shall be placed a minimum of 4 feet from the nearest driving lane and shall be protected by appropriate signing and barriers per Section 2.2, Traffic Control.

6.8 Trench Backfill -- Unless otherwise specified by the City, the trench shall be backfilled with Base Material, as defined within Section 5.4. Native soil backfill will not be allowed as backfill material and shall be disposed of at the cost of the Permitee. The backfill shall be installed per Standard Drawing Number 191, T-Cut Trench Repair.

Any trenching that involves bundled conduits of more than five (5) 2 inch conduits shall be slurry backfilled with 1-1/2 sack slurry.

6.9 Bedding Zone -- Unless otherwise specified by the City, imported sand shall be used backfill within the bedding zone area as defined on the attached surface restoration and trench backfill detail. Select native soil from excavation may be used as a suitable backfill if the material is determined to provide a sand equivalent greater than 30 by use of California Test 217 (ASTM D2419-09).

6.10 Narrow Trench -- Unless otherwise authorized, trenches in paved areas, 1-foot or less in width, shall be backfilled to pavement subgrade with 1-1/2 sack aggregate/cement slurry. The slurry shall be protected until cured and pavement placed per Section 8, Trench Resurfacing.

6.11 Inclement Weather -- Other than emergency repairs or as directed by the City, there shall be no excavation within the traveled way of City roads during periods of inclement weather.

7 - COMPACTION

7.1 Relative Compaction (RC) -- RC of 95% minimum shall be required for asphalt pavement, paving base material and backfill material. RC of 90% minimum shall be required for all backfill within the bedding zone as defined in Section 6.9. All compaction shall be in accordance with California Test No. 216 or No. 231 (ASTM D-1556 or D-1557-70). Use of an alternate compaction test method (e.g. Dynamic Cone Penetrometer) must be approved in advance and will be approved on a case-by-case basis.

7.2 Compaction Testing Frequency and Location -- Trench backfill testing shall be at 250 foot maximum intervals. One test shall be performed for each 4 feet of depth or fraction thereof. Pavement subgrade and pavement base material shall be tested at 500 foot intervals. Tests for backfill shall be taken at mid-depth of each 4 feet of backfill starting at the top of the installation. 20% of laterals and 100% of manholes shall be tested independently of the main line. Failure of a compaction test will result in the entire area represented by that test being uniformly reworked and retested at a random location.

7.3 Test Reports -- Tests shall be certified by a registered California Civil or Geotechnical Engineer or testing laboratory in accordance with the State of California test requirements. Test locations shall be determined by City personnel. Test reports shall be listed individually for each trench or for each type and phase of construction that includes an accurate description of the test location. Compaction reports shall be submitted to Inspector prior to permanent paving. If an alternate compaction method is approved per Section 7.1, alternate test reports specified at time of permit issuance shall be submitted.

7.4 Mechanical Compaction -- Backfill shall be placed in horizontal layers of thickness compatible to the material being placed and the type of equipment being used. Each layer shall be evenly spread then tamped or rolled until the specified relative compaction is attained.

7.5 Water Densification -- Densifying by ponding and jetting will not be allowed within 4-feet of finish grade unless confined to the pipe zone and approved by the Inspector. Water densification may be allowed when, as determined by City personnel, the base and backfill materials have a sand equivalent of 20 or greater (California Test No. 217) and are of such character that they will be self-draining when compacted and the foundation material will not soften, or otherwise be damaged by the applied water. For authorization to use water densification, submit request and test reports representing the foundation soils and backfill material, at a maximum of 1000 foot intervals to the Inspector five (5) working days prior to starting work.

8 - TRENCH RESURFACING

8.1 Temporary AC Pavement -- Temporary asphalt compacted to 2 inches thick shall be placed and maintained in a smooth and compacted condition at all locations where paving has been removed and before traffic is allowed to pass over areas of pavement removal. Temporary asphalt shall be removed for permanent repair.

8.2 Pavement Repair-General – Any damaged paving shall be replaced in kind. Permittee shall ensure any areas with existing rubberized asphalt concrete are repaired with rubberized asphalt concrete, independent of the amount of repairs necessary. Damaged paving adjacent to the trench edges shall be sawcut and removed in rectangular sections. Remnant strips of paving 5 feet wide or less will be removed and that area included in the paving repair. Asphalt paving shall be placed in a minimum of two lifts and be a minimum of 95% RC. The repaired section shall be 1 inch thicker than the existing paving but not less than 3 inches thick. Paving shall be placed within thirty (30) days of completion of the subsurface installation in accordance with Section 1.5. Areas to be joined with asphalt paving shall be cleaned of all soil and foreign material and tacked 100% coverage of asphaltic emulsion or paint binder.

8.3 Permanent Pavement Repair -- Base paving will be in compacted lifts a minimum of 2 inches and a maximum of 3 inches thick and shall be B – PG 64-10 (3/4”). Finish course shall be a minimum of 1 inch and a maximum of 2 inches thick of C2 or D1– PG 64-10 (1/2” or 3/8”), depending on overlay thickness, flush with the existing paving. In areas requiring rubberized asphalt concrete pavement repair the entire pavement section shall be replaced with ARHM Wet Process, per Section 5.3. Trench sections over 6 feet in width shall utilize a self-propelled vibrating screed paving machine (Barber-Greene or equivalent) and may be subject to additional requirements.

8.4 Overlay Paving -- An overlay will be required for any roads paved or resurfaced within the previous 5 years per Section 6.3, New Roads. Any roads with trenches that are classified as excessive pavement removal, as defined in Section 8.5, will also be required to provide an overlay per Standard Drawing Number 193, Trench Overlay Detail. The determination of the overlay shall be made by the City at the prebid/preconstruction meeting or prior to issuance of the permit. Substantial damage to the roadway beyond the trench excavation as a result of negligence by the Permittee or their contractor shall meet or exceed prior street conditions and will be determined by the City. The overlay, when required, shall be a minimum of 1 inch or 1-1/2 inches of C2 or D1 – PG 64-10 (1/2” or 3/8”), depending on overlay thickness, placed with a paving machine per Section 5.6 and shall extend beyond pavement removal a minimum of 18 inches laterally and 18 inches longitudinally from the sawcut edge and shall cover the driving lane or shoulder full width. Roads that have a superelevation or tilt cross section may require full road width overlay in the area of the superelevation or tilt section. When paving occurs where striping exists the paving joint shall be centered on the striping and all damaged striping replaced per Section 5.1, unless otherwise noted.

8.5 Excessive Pavement Removal -- Any road subjected to removal of six or more separate areas of pavement, or the removal of 15% of the total area of a lane or shoulder, by a Permittee within a 300 foot length of street, shall be classified as excessive pavement removal and require an overlay per Section 8.4 and Standard Drawing Number 193, Trench Overlay Detail. Any trenching activities performed within 1 year, within a 300 foot length, by the same Permittee,

shall be evaluated by City staff to determine if the trenching activities classifies as excessive pavement removal.

8.6 Pavement Surfacing -- Where there are existing surface coats on the existing paving, open graded paving, slurry seal, chip seal or any type of surfacing that has been removed, the surfacing and paving shall be replaced in kind to the extents of the pavement repair.

8.7 Driveway Approaches -- Driveway approaches constructed of asphalt concrete shall be repaired as required and shall also be overlaid with a 1-1/2 inch thick full width overlay to the property line or slurry sealed.

8.8 Portland Cement Concrete -- Potholes or trenches in PCC shall be repaired by sawcutting or grinding and removed in full panels at the score lines or as directed by City personnel.

8.9 Trench Failure and Repair -- When the City notifies Permittee of a failure of the trench (settlement, excessive cracking or alligatoring, etc.) Permittee shall coordinate the proposed trench repair method and schedule with the City. If the Permittee fails to repair the trench within calendar 14 days from the date of written notice, the City will complete the repair and the Permittee will be responsible for all costs incurred by the City in accordance with Section 12.20.170 of the City of Redlands Municipal Code.

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STANDARD DRAWINGS

Std. Dwg. No.	Title
190	Trench Repair General Notes
191	T-Cut Trench Repair
192	Butt Joint Trench Repair
193	Trench Overlay Detail
194	Plate Bridging Detail

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TRENCH REPAIR GENERAL NOTES

1. ALL PAVEMENT REPAIR WORK SHALL CONFORM TO THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, 2018 GREENBOOK AND ANY ADDITIONAL REQUIREMENTS LISTED WITHIN THE PLANS OR PERMIT.
2. ALL TRENCH ACTIVITY SHALL BE REPAIRED WITH A T–CUT REPAIR AS SHOWN ON STD. DWG. NUMBER 191. A BUTT JOINT TRENCH REPAIR, PER STD. DWG. NUMBER 192, SHALL ONLY BE USED WHEN APPROVED IN WRITING BY THE CITY ENGINEER.
3. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
4. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
5. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
6. PRIOR TO THE PAVEMENT REPAIR, SAWCUT A CLEAN, STRAIGHT, VERTICAL FACE AT 12" MINIMUM BEYOND THE EDGE OF THE REQUIRED TRENCH WIDTH. ALL LIQUIDS GENERATED BY SAWCUTTING SHALL BE CAPTURED AND DISPOSED OF ACCORDINGLY.
7. A MINIMUM OF 2" OF TEMPORARY ASPHALT PAVEMENT SHALL BE INSTALLED WITHIN THE TRENCH AREA. TEMPORARY PAVING SHALL BE FLUSH WITH SURROUNDING GRADE AND MAINTAINED UNTIL PERMANENT ASPHALT IS INSTALLED.
8. BASE COURSE SHALL BE "B PG 64–10" SHALL BE COMPLETED IN LIFTS BETWEEN 2" AND 3" AND COMPACTED TO 95% RELATIVE COMPACTION.
9. FINISH COURSE SHALL BE "C2 PG 64–10" OR "D1 PG 64–10" (1/2" OR 3/8"), DEPENDING ON OVERLAY THICKNESS, PER STD. DWG. 191 AND COMPACTED TO 95% RELATIVE COMPACTION.
10. BASE PAVEMENT SHALL BE INSTALLED FLUSH WITH THE SURROUNDING GRADE AND GRINDED DOWN TO THE THICKNESS OF THE OVERLAY WHEN THE FINISH COURSE OVERLAY IS INSTALLED.
11. A MINIMUM OF 72 HOURS SHALL PASS BETWEEN THE INSTALLATION OF THE BASE COURSE TO THE INSTALLATION OF THE FINISH COURSE. NOTIFY THE INSPECTOR AT THE START OF THE 72 HOURS TO ALLOW TIME FOR INSPECTION PRIOR TO THE INSTALLATION OF THE FINISH COURSE.
12. APPLY A TACK COAT TO ALL VERTICAL EDGES AND SURFACES TO BE CAPPED.
13. APPLY A SEAL COAT AND #30 SILICA SAND TO FINISHED EDGES USING SS1H ASPHALT EMULSION.
14. ALL PAVEMENT REPAIR SHALL BE COMPLETED WITH LIKE MATERIALS, I.E. ARHM SHALL BE REPLACED WITH ARHM.
15. TRAFFIC CONTROL SHALL REMAIN IN PLACE UNTIL THE NEW PAVEMENT IS ALLOWED TO COOL TO A POINT THAT IT CAN SUSTAIN MOTOR VEHICLES WITHOUT DAMAGING THE FINISHED SURFACE. ANY TRACKING SHALL BE CORRECTED BY THE CONTRACTOR IN CONFORMANCE WITH THE REDBOOK.
16. ALL UNDERGROUND SERVICE ALERT (USA) MARKINGS SHALL BE REMOVED BY THE CONTRACTOR OR PERMIT HOLDER IN ACCORDANCE WITH SECTION 3.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

TRENCH REPAIR GENERAL NOTES

APPROVED _____ DATE 01/03/2023

GOUTAM K. DOBEY, CITY ENGINEER, RCE 75646

STD. DWG. NUMBER **190**

SHEET 1 OF 1

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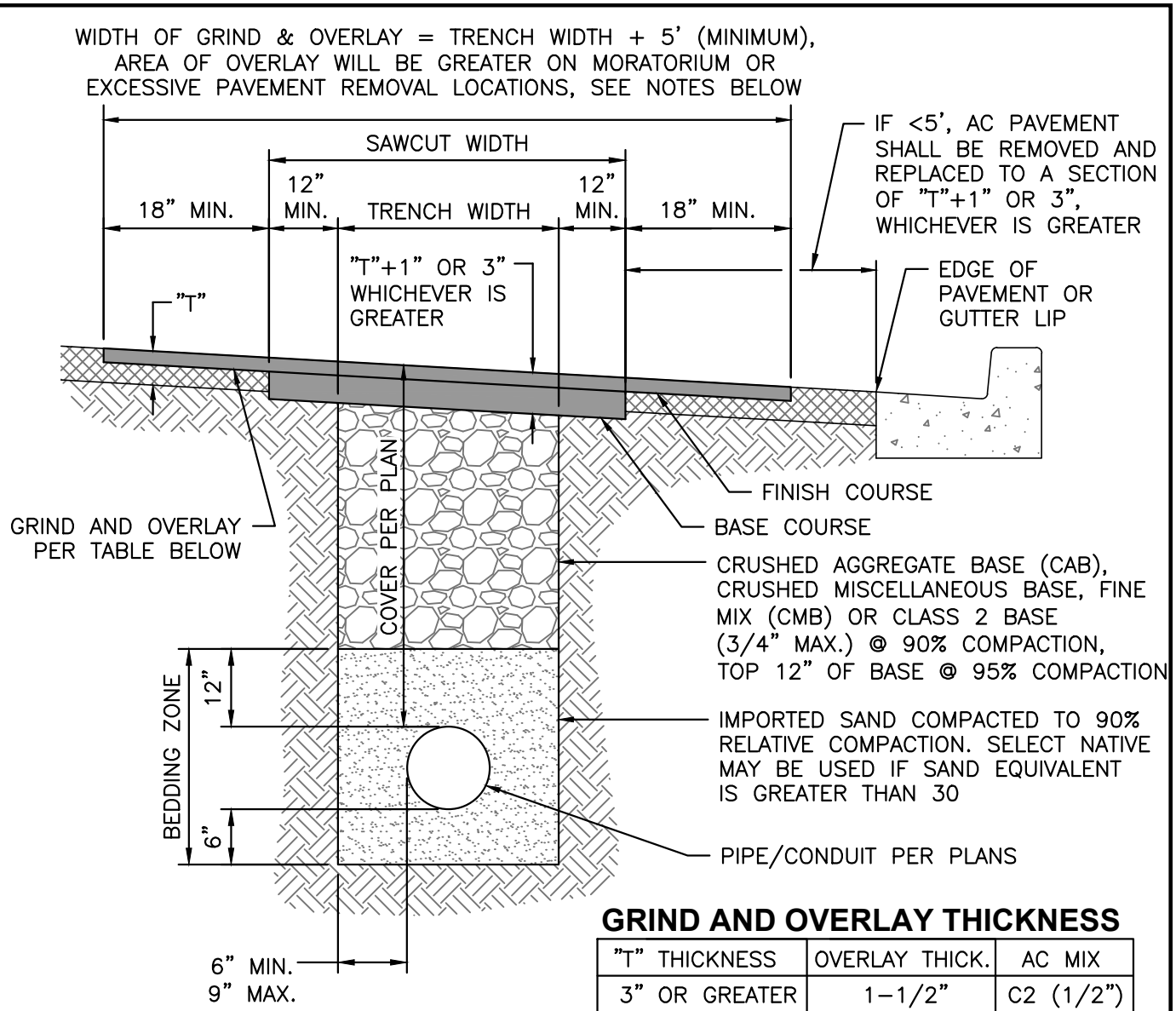

GRIND AND OVERLAY THICKNESS

"T" THICKNESS	OVERLAY THICK.	AC MIX
3" OR GREATER	1–1/2"	C2 (1/2")
2" TO <3"	1"	D1 (3/8")
<2"	NONE	N/A

NOTES

1. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.
2. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
3. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
4. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

T-CUT TRENCH REPAIR

STD. DWG. NUMBER **191**

APPROVED _____ DATE 01/03/2023

GOUTAM K. DOBEY, CITY ENGINEER, RCE 75646

SHEET 1 OF 1

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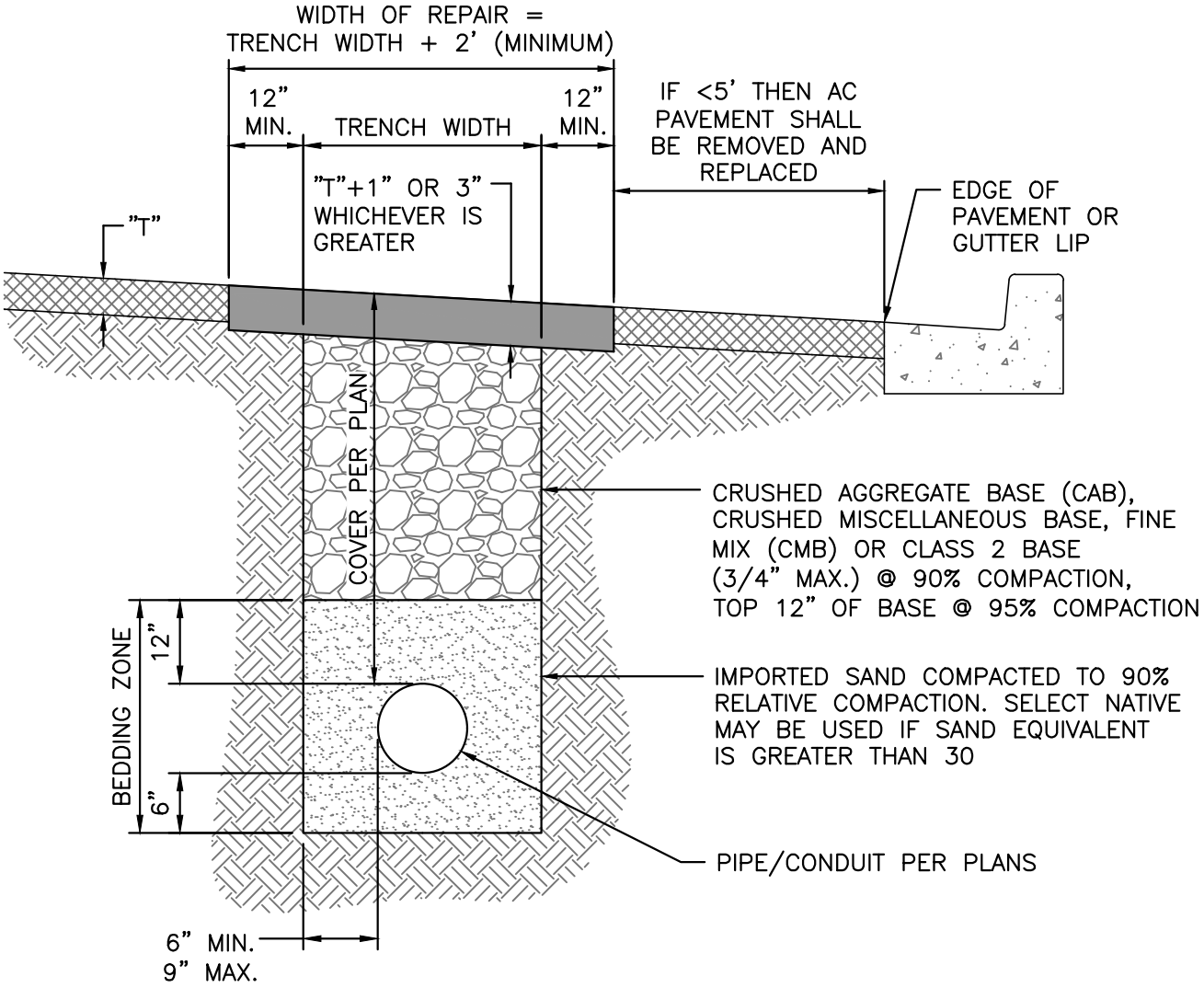

NOTES

1. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.
2. ALL TRENCH REPAIR SHALL BE COMPLETED PER STD. DWG. 191 UNLESS THIS REPAIR DETAIL IS EXPLICITLY APPROVED IN WRITING AS AUTHORIZED BY THE CITY ENGINEER.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

BUTT JOINT TRENCH REPAIR

APPROVED _____ DATE 01/03/2023

GOUTAM K. DOBEY, CITY ENGINEER, RCE 75646

STD. DWG. NUMBER

192

SHEET 1 OF 1

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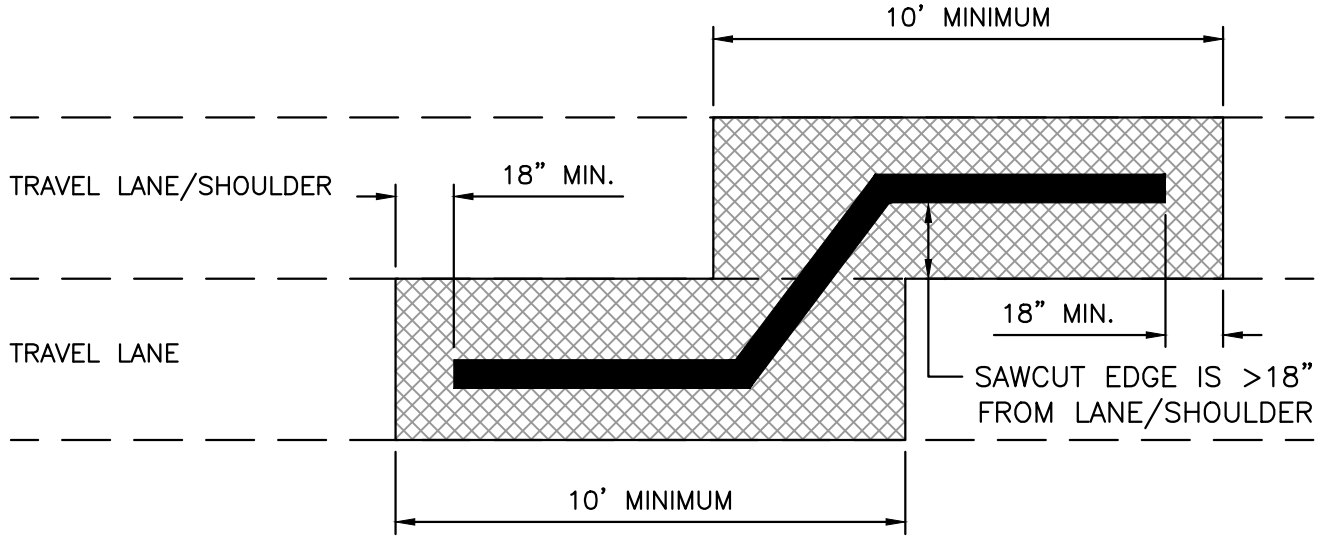
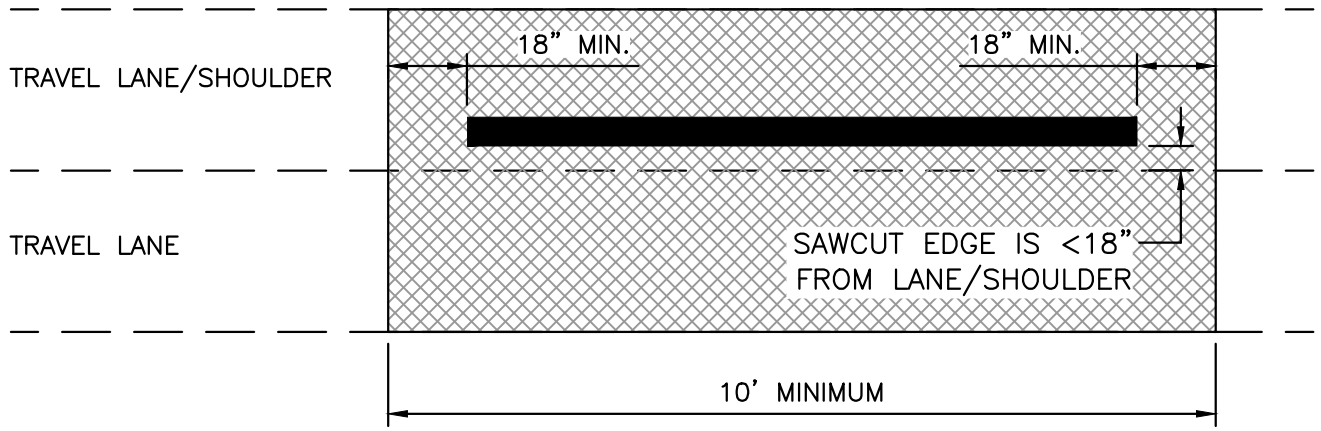
SINGLE LANE/SHOULDER OVERLAY



MULTIPLE LANE/SHOULDER OVERLAY



OVERLAY AREA, SEE STD. DWG. NO. 191 FOR GRIND AND OVERLAY THICKNESS

SAWCUT AREA (12" OUTSIDE OF TRENCH AREA ON ALL SIDES)

NOTES

1. THIS DETAIL APPLIES TO MORATORIUM STREETS OR EXCAVATIONS DETERMINED TO BE "EXCESSIVE PAVEMENT REMOVAL" AS DEFINED WITHIN SECTION 6.3 OR 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS.
2. OVERLAY AREA TO EXTEND 18" MINIMUM BEYOND TRENCH SAWCUT AREA IN ALL DIRECTIONS AND BE A MINIMUM OF THE LANE OR SHOULDER WIDTH X 10' LONG.
3. REVISIONS TO THE REQUIRED OVERLAY AREA MAY BE MADE AT THE DISCRETION OF THE CITY.
4. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

TRENCH OVERLAY DETAIL

STD. DWG. NUMBER

193

APPROVED _____ DATE 01/03/2023

GOUTAM K. DOBEY, CITY ENGINEER, RCE 75646

SHEET 1 OF 1

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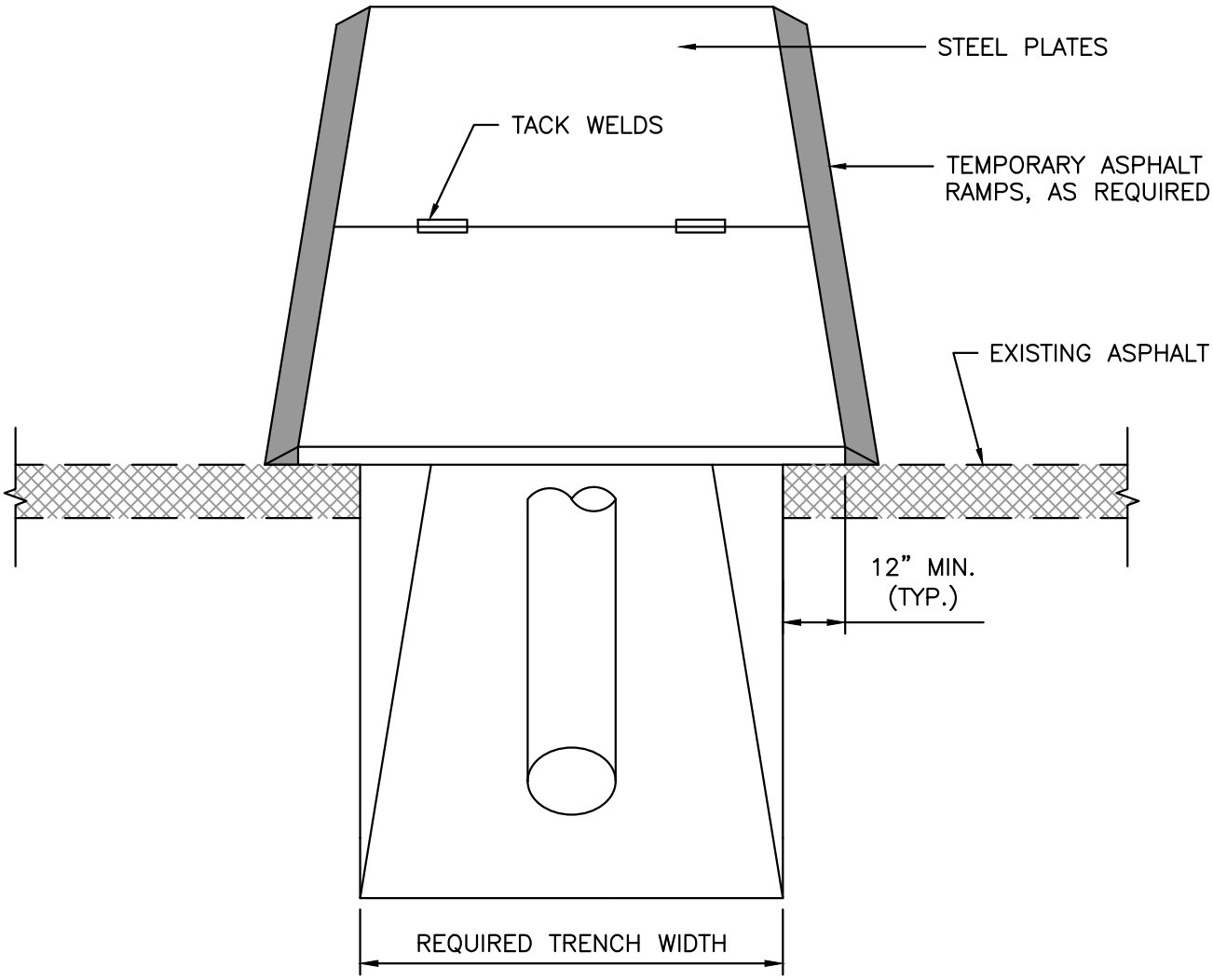

NOTES

1. SEE SHEET 2 FOR NOTES.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

PLATE BRIDGING DETAIL

APPROVED _____ DATE 01/03/2023

GOUTAM K. DOBEY, CITY ENGINEER, RCE 75646

STD. DWG. NUMBER

194

SHEET 1 OF 2

NOTES

1. STEEL PLATES USED FOR BRIDGING SHALL EXTEND A MINIMUM OF 12 INCHES BEYOND THE EDGES OF THE TRENCH.
2. INSTALL STEEL PLATE BRIDGING TO OPERATE WITH MINIMUM NOISE.
3. SHORE THE TRENCH TO SUPPORT THE BRIDGING AND TRAFFIC LOADS.
4. USE TEMPORARY PAVING WITH COLD ASPHALT CONCRETE TO FEATHER THE EDGES OF THE PLATES IF PLATE INSTALLATION BY METHOD 2 IS USED.
5. SECURE BRIDGING AGAINST DISPLACEMENT BY USING ADJUSTABLE CLEATS, SHIMS, OR OTHER DEVICES.
6. INSTALL STEEL PLATE BRIDGING AND SHORING USING EITHER METHOD 1 OR 2:

   METHOD 1 (FOR SPEEDS MORE THAN 45 MPH): THE PAVEMENT SHALL BE COLD PLANNED TO A DEPTH EQUAL TO THE THICKNESS OF THE PLATE AND TO A WIDTH AND LENGTH EQUAL TO THE DIMENSIONS OF THE PLATE. MAXIMUM OF 1 INCH GAP BETWEEN EXISTING PAVEMENT AND PLATE UNLESS WHEN PARALLEL TO TRAFFIC, MAXIMUM 1/2 INCH.

   METHOD 2 (FOR SPEEDS 45 MPH OR LESS): ATTACH APPROACH PLATE(S) AND ENDING PLATE (IF LONGITUDINAL PLACEMENT) TO THE ROADWAY BY A MINIMUM OF TWO DOWELS PREDRILLED INTO THE CORNERS OF THE PLATE AND DRILLED 2 INCHES INTO THE PAVEMENT. BUTT SUBSEQUENT PLATES TO EACH OTHER. COMPACT FINE GRADED ASPHALT CONCRETE TO FORM RAMPS, MAXIMUM SLOPE 8.5% WITH A MINIMUM 12-INCH TAPER TO COVER ALL EDGES OF THE STEEL PLATES, BACKFILL THE DOWEL HOLES IN THE PAVEMENT WITH EITHER GRADED FINES OF ASPHALT CONCRETE MIX OR CONCRETE SLURRY.
7. MAINTAIN THE STEEL PLATES, SHORING, AND ASPHALT CONCRETE RAMPS.
8. THE REQUIRED MINIMAL THICKNESS OF STEEL PLATE BRIDGING FOR A GIVEN TRENCH WIDTH:

WIDTH OF TRENCH	MINIMUM PLATE THICKNESS
1 FOOT – 3 FOOT	1 INCH
4 FOOT	1-1/4 INCH

   NOTE: FOR SPANS GREATER THAN 4 FEET, PREPARE A STRUCTURAL DESIGN BY A REGISTERED CIVIL ENGINEER AND SUBMIT TO THE CITY FOR REVIEW.
9. STEEL PLATE BRIDGING SHALL BE STEEL PLATE DESIGNED FOR HS20-44 TRUCK LOADING PER CALTRANS BRIDGE DESIGN SPECIFICATIONS MANUAL. MAINTAIN ON THE STEEL PLATE A NONSKID SURFACE HAVING A MINIMUM COEFFICIENT OF FRICTION EQUIVALENT TO 0.35 AS DETERMINED BY CALIFORNIA TEST METHOD 342.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

PLATE BRIDGING DETAIL

APPROVED _____ DATE 01/03/2023

GOUTAM K. DOBEY, CITY ENGINEER, RCE 75646

STD. DWG. NUMBER

194

SHEET 2 OF 2

City of REDLANDS "A CITY THAT WORKS"

APPENDIX E

CITY OF REDLANDS
CONTRACTOR SAFETY PROGRAM

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THE CITY OF REDLANDS

CONTRACTOR SAFETY PROGRAM

Rev. June 15, 2021

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CONTRACTOR SAFETY PROGRAM

I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.
The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overhead lifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination of these.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of these criteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents provided access to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

RISK MANAGEMENT

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings as needed;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under this program.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/ herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall be available at all times to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall be at the work site at all times;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall be available at all times to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on questionnaire.
D. The SPQ shall be submitted to: 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.
I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.
J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced as a result of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager, but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
    1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
    2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
    3. JHA must be kept at job site accessible to all impacted personnel.
    4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
    1. All required PPE must be worn at all times during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. PPE shall be provided by the Contractor.
    4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
    1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
    2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
    3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
    4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
    1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
    2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
    1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
    2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
    1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
    2. The Contractor shall ensure that the HVAC system is protected in order to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
    3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. Contractor will ensure that all personnel are properly trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited, to the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to any and all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains important information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

_____	_____
Contractor Signature	Contractor Title:
_____	_____
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the
Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES **Provide your actual injury and illness data below:**	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here: _____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
(If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last three years?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all of the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
1.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
2.	Does your company provide and conduct Tailgate Meetings, or equivalent with employees at least every 10 working days. (CCR Title 8 §1509(e))	☐	☐
3.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
4.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
5.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
6.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
7.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐

*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Confined Space Entry Procedure		☐	☐
List of personnel authorized on jobsite to work in confined space(s)		☐	☐
List of personnel authorized on jobsite to serve as Rescue Team		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Lockout/Tagout (LOTO) Procedure		☐	☐
List of personnel authorized on jobsite to perform LOTO		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
	If yes, please attach the following:	Attached?	
List of personnel authorized on jobsite to use lifts		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
	If yes, please attach the following:	Attached?	
List of personnel authorized on jobsite to use a forklift		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Crane Program		☐	☐
Copy of all expected Crane operators' Certifications		☐	☐
List of personnel designated as Competent under Crane program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Hearing Conservation Program		☐	☐
List of personnel working in high noise areas		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
* Copies of SDS for Chemicals used must be kept at jobsite			
	Please attach the following:	Attached?	
Copy of written Hazard Communication Program		☐	☐
List of personnel performing work with chemicals		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐
List trade names of all hazardous materials which you will be using on site:			

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded. (If no, proceed to Question 13)**	☐	☐
Do you have the appropriate provisions (signs, devices, barricades/)		☐	☐
	Please attach the following:	Attached?	
Please provide a list of personnel working in traffic areas.		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
	Please attach the following:	Attached?	
Copy of written procedure(s)		☐	☐
List of personnel working with potential exposure to asbestos		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
Please attach the following:		Attached?	
Copy of Silica Control Plan		☐	☐
List of personnel working with potential exposure to silica		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
Please attach the following:		Attached?	
Copy of written Fall Protection Program		☐	☐
List of personnel designated as Competent under Fall Protection Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
Please attach the following:		Attached?	
Copy of written Respiratory Protection Program		☐	☐
List of personnel using respirators		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: _____

Contractor: _____

Notice of Non-Compliance was issued to Contractor's representative,_____,
Name

on_____at_____.

The following unsafe behaviors were observed at the Contractor's job site:

_____
_____
_____
_____
_____
_____
_____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

_ _ _ _

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigat	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

APPENDIX F
LIST OF EXISTING TEMPORARY PATCHES TO BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND SUBSEQUENT WEEKLY MEETING

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CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 1/16/2025

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Street Repairs	501900	7207		$ 469,000
				$ 469,000 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ -

JUSTIFICATION: Additional funding is required to complete the 2025 Citywide Pavement Repair for Water Utilities Project.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk